

NOTICE OF SPECIAL SHELBY COUNTY BOARD MEETING

September 12, 2022

SHELBY COUNTY BOARD SPECIAL MEETING AGENDA

SEPTEMBER 20, 2022 - 10:00 AM in Courtroom B

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Body Comment
5. Discussion and vote on Operator for the Shelby County Farm per the recommendation of the Farm Committee
6. Discussion and vote on Crop Input Supplier for the Shelby County Farm per the recommendation of the Farm Committee
7. Discussion and vote of acceptance of FY2021 Audit report as presented remotely by CPA Josh Fairve of Wipfli
8. Adjournment

Please silence cell phones during the Board meeting.

SPECIAL MEETING OF THE SHELBY COUNTY BOARD
September 20, 2022 @ 10:00 AM

The Shelby County Board met on Tuesday September 20, 2022, at 10:00 A.M. in Courtroom B of the Courthouse in Shelbyville, Illinois. This meeting immediately followed the Farm Committee meeting where bids were opened to select an Operator and Input Supplier for the County Farm.

Chairman Coffman called the meeting to order and all those present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Barr, Ccx, Gergeni, Kessler, Ongman, Patterson, Fearcy and Swits were absent.

Chairman Coffman called for Public Body Comment.

Cody Brands asked why the meeting was being held at 10:00 AM instead of 7:00 PM when the meeting would be more accessible to the public. Martha Firnhaber echoed Brands sentiments and stated it was "just not right" for the board to meet at a time that was not convenient for tax paying citizens to attend.

Board Chairman Bryon Coffman informed those in attendance 6 bids were submitted by individuals interested in farming the County Farm for 2022-2023. The Farm Committee opened the sealed bids at 9:00 AM to discuss, review and make recommendation to the County Board on an Operator. The highest bid was \$250 and the lowest bid \$122.09.

The Farm Committee recommends Kenny Compton be awarded the contract to custom farm the County Farm for 2022-2023 with the low bid of \$122.09 per acre.

Slifer made motion to award the contract. Boehm seconded said motion, which passed by roll call vote (14 yes, 0 no). Ayes: B. Bennett, M. Bennett, Boehm, Coffman, Drnjevic, Durbin, Edwards, Hite, Lenz, Orman, Simpson, Slifer, Tate and Williams. Nay: none.

Coffman reported no bids were received for an Input Supplier for Fall of 2022. The committee has done their due diligence by bidding for this service. After a review of the statute offered no clear answer, the committee recommends using South Central FS to provide the Fall 2022 Inputs if they are willing to work with Shelby County.

Williams made motion to approve using South Central FS. Edwards seconded said motion, which passed by roll call vote (13 yes, 0 no, 1 pass - B. Bennett (sister works for South Central FS)). Ayes: M. Bennett, Boehm, Coffman, Drnjevic, Durbin, Edwards, Hite, Lenz, Orman, Simpson, Slifer, Tate and Williams. Nay: none. Pass - B. Bennett.

Shelby County Board
September 20, 2022

At this time, Josh Faivre, CPA, Senior Manager with Wipfli joined the meeting remotely to present the audit report for fiscal year ending August 31, 2022. Faivre has previously sent an audit recap which had been forwarded to the board members.

Wipfli found no findings on internal controls over financial reporting or compliance and issued a clean "modified" opinion on basic financial statements for both the County and the Circuit Clerk. A clean "unmodified" opinion was issued on the Single audit with 2 internal control findings related to financial statement prep and bank reconciliations.

Faivre mentioned things to note were that Federal Transportation was tested as the major federal program with \$1,026,811 expended during FY 21, the County expended \$1,197,387 in Covid-19 funds through 6 different programs, GASE 34, which is related to fiduciary activities was implemented and the net pension liability increased from \$677K to a net pension asset of \$906K as a result of investment returns.

No department budgets were overspent in FY 2021 as stated on page 31 of the audit report that had previously been emailed to the board. Faivre reported the scope of the audit is based on auditing standards and government auditing standings. There are 4 audit standards they are required to evaluate. Wipfli had done "walk throughs" with several different departments and found no issues with internal controls.

The reason the County was listed as a "high risk" was due to the audit not being submitted within 9 months of the end of the County fiscal year. (West & Co. resigned as auditors Sept. 2021, County Board didn't hire Wipfli until January 2022). The audit for FY 22 which ended August 31, 2022, is expected to be completed in a timely manner.

Doelun made motion to accept the FY 2021 audit as presented. B. Bennett seconded said motion, which passed by voice vote 13 yes, 1 no - Orman.

There was no further business to come before the county board.

E. Bennett made motion to adjourn. Lenz seconded said motion, which passed by voice vote (14 yes, 0 no) and the meeting was adjourned at 10:43 AM.



Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

Sept. 20, 2022 SPECIAL MEETING

		ROLL CALL			QUESTIONS									
			1 / 2022	1 / 2022	Operator ON MOTIONS TO for County Farm	Crop Input ON MOTIONS TO Supplies								
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.			AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BARR, KENNETH	50	A		A		A							
	BENNETT, BARBARA	40	✓		1		Pass							
	BENNETT, MARK	32	✓		2		1							
	BOEHM TERESA		✓		3		2							
	COFFMAN, BRYON	48	✓		4		3							
	COX CASSI		A		A		A							
	DRN. EVIC, DENNIS	22	✓		5		4							
	DUREIN, JESSE	12	✓		6		5							
	EDWARDS, JULIE		✓		7		6							
	GERGENI, GARY	26	A		A		A							
	HITE, ROD	56	✓		8		7							
	KESSLER, MATT	44	A		A		A							
	LENZ, LARRY	26	✓		9		8							
	ONGMAN, SARON		A		A		A							
	ORVAN, ROBERT	34	✓		10		9							
	PATTERSON, GARY		A		A		A							
	PEARCY, DEREK	20	A		A		A							
	SIMPSON, ROBERT	32	✓		11		10							
	SLIFER, JEFF	32	✓		12		11							
	SWITS, DAVID	34	A		A		A							
	TATE, DON	40	✓		13		12							
	WILLIAMS, LYNN		✓		14		13							

REQUEST FOR SPECIAL BOARD MEETING

TO: JESSICA FOX, SHELBY COUNTY CLERK

I Bryon Coffman, COUNTY BOARD MEMBER IN

BOARD DISTRICT #1, DO HEREBY REQUEST A SPECIAL

**COUNTY BOARD MEETING TO BE HELD AT 10:00 A.M. ON Tuesday,
September 20th, 2022.**

**I REQUEST THIS MEETING BE HELD IN Court
Room B in the Shelby County Court House.**

THE PURPOSE OF THIS MEETING IS

1. Discussion and vote on Operator for the Shelby County Farm per the recommendation of the Farm Committee
2. Discussion and vote on crop input supplier for the Shelby County Farm per the recommendation of the Farm Committee
3. Discussion and vote on acceptance of FY 2021 audit report as presented remotely by CPA Josh Faivre of Wipfli

Bryon Coffman
Signature of Board member

FILED
SEP 09 2022
Jessica Fox
SHELBY COUNTY CLERK

(55 ILCS 5/2-1002) (from Ch. 34, par. 2-1002)

Sec. 2-1002. Special meetings. Special meetings of the board shall be held only when requested by at least one-third of the members of the board, or when requested by the chairman of the board, which request shall be in writing, addressed to the clerk of the board, and specifying the time and place of such meeting, upon reception of which

the clerk shall immediately transmit notice, in writing, of such meeting, to each of the members of the board. The clerk shall also cause notice of such meeting to be published in some newspaper printed in the county, if any there be. In case a vacancy arises in the office of clerk, because of death or other reason, then the request shall be addressed to the circuit clerk who shall perform the duties of the clerk pursuant to this Section.

(Source: P.A. 102-434, eff. 8-20-21.)

FILED
SEP 09 2022
Jessie Fox
SHELBY COUNTY CLERK

TO: JESSICA FOX, SHELBY COUNTY CLERK

FILED
SEP 09 2022
Jenna Fox
SHELBY COUNTY CLERK

I, JEFF SLAFER, COUNTY BOARD MEMBER IN

BOARD DISTRICT 6, DO HEREBY REQUEST A SPECIAL

COUNTY BOARD MEETING TO BE HELD AT 10 AM (TIME) ON
9/20/22 (DATE).

I REQUEST THIS MEETING BE HELD IN COURT ROOM B SHELBY COUNTY COURTH

THE PURPOSE OF THIS MEETING IS

1. DISCUSSION AND VOTE ON OPERATION FOR SHELBY COUNTY FARM
PER RECOMMENDATION OF FARM COMMITTEE

2. DISCUSSION AND VOTE ON CROP INPUT SUPPLIER FOR SHELBY COUNTY
FARM PER RECOMMENDATION OF FARM COMMITTEE

3. DISCUSSION AND VOTE ON ACCEPTANCE OF FY 2021 AUDIT REPORT
AS PRESENTED REMOTELY BY CPA JOSH FAIVRE OF WISFLI

[Signature]
1834148094 1 01

REQUEST FOR SPECIAL BOARD MEETING

FILED
SEP 09 2022

TO: JESSICA FOX, SHELBY COUNTY CLERK

Jessica Fox
SHELBY COUNTY CLERK

I JEFF SLIFER, COUNTY BOARD MEMBER IN

BOARD DISTRICT 6, DO HEREBY REQUEST A SPECIAL

COUNTY BOARD MEETING TO BE HELD AT 10 AM (TIME) ON
9/20/22 (DATE).

I REQUEST THIS MEETING BE HELD IN COURT ROOM B SHELBY COUNTY COURTH

1. DISCUSSION AND VOTE ON CBOB FARM SUBJECT FOR SHELBY COUNTY

PER RECOMMENDATION OF FARM COMMITTEE
1. DISCUSSION AND VOTE ON CBOB FARM SUBJECT FOR SHELBY COUNTY
THE PURPOSE OF THIS MEETING IS
FARM PER RECOMMENDATION OF FARM COMMITTEE

3 DISCUSSION AND VOTE ON ACCEPTANCE OF FY 2021 AUDIT REPORT
AS PRESENTED REMOTELY BY CPA JOSH FAIVRE OF WIFLI

[REDACTED]

REQUEST FOR SPECIAL BOARD MEETING

TO: JESSICA FOX, SHELBY COUNTY CLERK

I JEFF SLIFER, COUNTY BOARD MEMBER IN

BOARD DISTRICT 6, DO HEREBY REQUEST A SPECIAL

COUNTY BOARD MEETING TO BE HELD AT 10 AM (TIME) ON
9/20/22 (DATE).

I REQUEST THIS MEETING BE HELD IN COURT ROOM B SHELBY COUNTY COURTH

1. DISCUSSION AND VOTE ON CBOB EMPL EMPLOYEE FOR SHELBY COUNTY

2. BEG RECOMMENDATION OF FARM COMMITTEE
1. DISCUSSION AND VOTE ON DENIAL OF FARM COMMITTEE
THE PURPOSE OF THIS MEETING IS
FARM PER RECOMMENDATION OF FARM COMMITTEE

3. DISCUSSION AND VOTE ON ACCEPTANCE OF FY 2021 AUDIT REPORT
AS PRESENTED REMOTELY BY CPA JOSH FAIVRE OF WIFLI

[REDACTED]


Shelby County Clerk - Jessica Fox

From: Barbara Bennett <bennettbarbara614@yahoo.com>
Sent: Friday, September 9, 2022 3 27 PM
To: Jessica Fox
Subject: Meeting

I Barbara Bennett county board member in board district 5, do hereby request a special board meeting to be held at 10:00 am on Tuesday September 20, 2022. I request this meeting be held in courtroom B in Shelby county courthouse.
Purpose of meeting

1. Discussion and vote on operator for Shelby county farm per the recommendation of farm committee.
 2. Discussion and vote on crop input supplies for the Shelby co farm per the recommendation of farm committee 3.
- Discussion and vote on acceptance of FY 2021 audit report presented remotely by CPA Josh Faivre of Wipfli

Barbara Bennett
County Board District 5
Sent from my Phone

FILED
SEP 09 2022

SHELBY COUNTY CLERK

REQUEST FOR SPECIAL BOARD MEETING

TO: JESSICA FOX, SHELBY COUNTY CLERK

I, Teresa Boehm, COUNTY BOARD MEMBER IN

BOARD DISTRICT #3, DO HEREBY REQUEST A SPECIAL

COUNTY BOARD MEETING TO BE HELD AT 10:00 A.M. ON Tuesday,
September 20th, 2022.

I REQUEST THIS MEETING BE HELD IN Court
Room B in the Shelby County Court House.

THE PURPOSE OF THIS MEETING IS

1. *Discussion and vote on Operator for the Shelby County Farm per the recommendation of the Farm Committee*
2. *Discussion and vote on crop input supplier for the Shelby County Farm per the recommendation of the Farm Committee*
3. *Discussion and vote on acceptance of FY 2021 audit report as presented remotely by CPA Josh Faivre of Wipfli*

Teresa Boehm
Signature of Board member

FILED
SEP 12 2022
Jessica Fox
SHELBY COUNTY CLERK

(55 ILCS 5/2-1002) (from Ch. 34, par. 2-1002)
Sec. 2-1002. Special meetings. Special meetings of the board shall

be held only when requested by at least one-third of the members of the board, or when requested by the chairman of the board, which request shall be in writing, addressed to the clerk of the board, and specifying the time and place of such meeting, upon reception of which the clerk shall immediately transmit notice, in writing, of such meeting, to each of the members of the board. The clerk shall also cause notice of such meeting to be published in some newspaper printed in the county, if any there be. In case a vacancy arises in the office of clerk, because of death or other reason, then the request shall be addressed to the circuit clerk who shall perform the duties of the clerk pursuant to this Section.

(Source: P.A. 102-434, eff. 8-20-21.)

REQUEST FOR SPECIAL BOARD MEETING

TO: JESSICA FOX, SHELBY COUNTY CLERK

I Robert Simpson, COUNTY BOARD MEMBER IN

BOARD DISTRICT #4, DO HEREBY REQUEST A SPECIAL

**COUNTY BOARD MEETING TO BE HELD AT 10:00 A.M. ON Tuesday,
September 20th, 2022.**

**I REQUEST THIS MEETING BE HELD IN Court
Room B in the Shelby County Court House.**

THE PURPOSE OF THIS MEETING IS

1. Discussion and vote on Operator for the Shelby County Farm per the recommendation of the Farm Committee
2. Discussion and vote on crcp input supplier for the Shelby County Farm per the recommendation of the Farm Committee
3. Discussion and vote on acceptance of FY 2021 audit report as presented remotely by CPA Josh Faivre of Wipfli

Robert Simpson
Signature of Board member

FILED
SEP 12 2022
Jessica Fox
SHELBY COUNTY CLERK

(55 ILCS 5/2-1002) (from Ch. 34, par. 2-1002)

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(Source P.A. 102-434, eff. 8-20-21.)

REQUEST FOR SPECIAL BOARD MEETING

TO: JESSICA FOX, SHELBY COUNTY CLERK

I Jesse E. Durbin, COUNTY BOARD MEMBER IN

BOARD DISTRICT #9, DO HEREBY REQUEST A SPECIAL

**COUNTY BOARD MEETING TO BE HELD AT 10:00 A.M. ON Tuesday,
September 20th, 2022.**

**I REQUEST THIS MEETING BE HELD IN Court
Room B in the Shelby County Court House.**

THE PURPOSE OF THIS MEETING IS

1. Discussion and vote on Operator for the Shelby County Farm per the recommendation of the Farm Committee
2. Discussion and vote on crop input supplier for the Shelby County Farm per the recommendation of the Farm Committee
3. Discussion and vote on acceptance of FY 2021 audit report as presented remotely by CPA Josh Faivre of Wipfli

Jesse E. Durbin
Signature of Board member

FILED
SEP 12 2022
Jessica Fox
SHELBY COUNTY CLERK

(55 ILCS 5/2-1002) (from Ch. 34, par. 2-1002)

Sec 2-1002. Special meetings. Special meetings of the board shall be held only when requested by at least one-third of the members of the board, or when requested by the chairman of the board, which request shall be in writing, addressed to the clerk of the board, and specifying the time and place of such meeting, upon reception of which

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(Source P.A. 192-434. eff. 8-20-21.)

TO: JESSICA FOX, SHELBY COUNTY CLERK

I David Swits, COUNTY BOARD MEMBER IN

BOARD DISTRICT #7, DO HEREBY REQUEST A SPECIAL

COUNTY BOARD MEETING TO BE HELD AT 10:00 A.M. ON Tuesday,
September 20th, 2022.

I REQUEST THIS MEETING BE HELD IN Court
Room B in the Shelby County Court House.

THE PURPOSE OF THIS MEETING IS

1. Discussion and vote on Operator for the Shelby County Farm per the recommendation of the Farm Committee
2. Discussion and vote on crop input supplier for the Shelby County Farm per the recommendation of the Farm Committee
3. Discussion and vote on acceptance of FY 2021 audit report as presented remotely by CPA Josh Faivre of Wipfli

David Swits
Signature of Board member

FILED
SEP 12 2022
Jessica Fox
SHELBY COUNTY CLERK

(55 ILCS 5/2-1002) (from Ch. 34, par. 2-1002)
Sec. 2-1002. Special meetings. Special meetings of the board shall

be held only when requested by at least one-third of the members of the board, or when requested by the chairman of the board, which request shall be in writing, addressed to the clerk of the board, and specifying the time and place of such meeting, upon reception of which the clerk shall immediately transmit notice, in writing, of such meeting, to each of the members of the board. The clerk shall also

173L

Shelby County Clerk - Jessica Fox

From: District 8 - Denny
Sent: Monday, September 12, 2022 9:20 AM
To: Jessica Fox; Shelby County Board - Bryon Coffman
Subject: Special Shelby County board meeting

I am requesting a special Shelby County board meeting on Sept 20th at 10am at Shelby County courthouse, courtroom B for the purpose of 1) discussion and vote on operator for Shelby County farm. 2) Discussion and vote on crop input suppliers for Shelby County farm 3) Discussion and vote on acceptance of FY 2021 audit report by JOSH FAIVRE.

Dennis Drnjevic, Shelby County board member DISTRICT 8

FILED
SEP 12 2022
Jessica Fox
SHELBY COUNTY CLERK

Shelby County Clerk - Jessica Fox

From: Robert Orman <rcorman419@yahoo.com>
Sent: Monday, September 12, 2022 9:55 AM
To: >' <'Shelby County Clerk - Jessica Fox
Cc: Shelby County Clerk - Jessica Fox
Subject: Special meeting 9-20

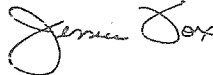
I Bobby Orman, Shelby county board dist 7, Do hereby request a special meeting of the Shelby county board to be held at 10am on the 20th day September in the year 2022. Meeting to held in courtroom B of the Shelby county courthouse. Discussion topics for special meeting:

1. Discussion and vote on operator for the Shelby county farm, per recommendation of the farm committee
2. Discussion and vote on farm input supplier per the recommendation of the farm committee
3. Discussion and vote on fy 21 fiscal year audit as presented remotely by wipfl

Thanks

Bobby

Sent from Yahoo Mail on Android

FILED
SEP 12 2022

SHELBY COUNTY CLERK

Shelby County Clerk - Jessica Fox

From: rdhite@frontiernet.net
Sent: Monday, September 12, 2022 3:53 PM
To: >' <'Shelby County Clerk - Jessica Fox
Subject: Special Meeting

I Rod Hite, County Board Member in Board District #1, do hereby request a special County Board meeting to be held at 10am on Tuesday, September 20th, 2022. I request this meeting to be held in Court Room (B) in the Shelby County Court House. The purpose of this meeting is #1 Discussion and vote on Operator for the Shelby County Farm per that recommendation of the Farm Committee. #2 Discussion and vote on crop input supplier for the Shelby County Farm per the recommendation of the Farm Committee. #3 Discussion and vote on acceptance of FY 2021 audit report as presented remotely by CPA Josh Faivre of Wipfi

FILED
SEP 12 2022


SHELBY COUNTY CLERK

Sept. 13, 2022

NOTICE OF FARM COMMITTEE MEETING

There will be a meeting of the Farm Committee on Tuesday, Sept. 20, 2022, at 9:00 AM. This meeting will be held in Courtroom B of the Shelby County Courthouse.

1. Call to Order
2. Public Body Comment
3. Review and discussion of bids submitted by potential operators for custom farming of the Shelby County Farm 2022-2023 season
4. Review and discussion of bids submitted for crop input supplier for Shelby County Farm Inputs – Fall 2022
5. Discussion and vote on recommendation to the Shelby County Board for crop input supplier for Shelby County Farm Inputs – Fall 2022
6. Discussion and vote on recommendation to the Shelby County Board of Lowest Responsible Bidder for Operator for Custom Farming Contract of Shelby County Farm, 2022 – 2023 farming season
7. Adjournment

INVITATION TO BID

SHELBY COUNTY FARM INPUTS – FALL 2022

The Shelby County board is requesting bids on Crop Inputs for the 2023 Wheat crop. To be applied in the Fall of 2022. Products requested is as follows:

MAF/DAF @ 200 pound rate

Postash @ 200 pound rate

Fall chemical that is burndown and residual

Seed Wheat (Treated) population of 1.6 million seeds per acre

Application rate for Fertilizer and Chemical

Sealed Bids will be accepted until 9:00 AM on Tuesday, September 20, 2022. Bid packets can be submitted to the office of the Shelby County Clerk. The Farm Committee will open bids on Tuesday, September 20, 2022 and make recommendation to the Shelby County Board.

**SHELBY COUNTY FARM
INVITATION TO BID**

Shelby County seeks quotations from interested Farm Operators to custom farm the Shelby County Farm: the Northeast Quarter (NE ¼) of Section (4), and the West Half of the Northwest Quarter (NW ¼) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground. The Custom Farm Contract shall begin the day after removal of beans, 2022 and terminate on December 31, 2023.

Bid packets are available at the Shelby County Clerk's Office, 301 E. Main Street, Shelbyville, Illinois, 62565. Sealed bids will be accepted by the Shelby County Clerk's Office until September 20, 2022 at 9:00 am and will be read at 9:00 am on September 20, 2022, Courtroom B, Shelby County Courthouse, 301 E. Main Street, Shelbyville, IL.

SHELBY COUNTY FARM

FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023

BID FORM

Farm Operator Name: _____

Custom Rates

<u>Field Operation</u>	<u>Rate</u>
------------------------	-------------

FALLVT

SEW/PLANT WHEAT

HARVEST / DELIVER WHEAT

PLANT STUBBLE BEANS

HARVEST / DELIVER BEANS

MOW x 2

Signature:

I, _____, have reviewed the Custom Farm Contract dated _____, 2022 and, if awarded the contract, agree to abide by the terms and conditions of said contract.

SHELBY COUNTY FARM

FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023

STATEMENT OF PROFESSIONAL EXPERIENCE

Farm Operator Name: _____

Farm Operator Address:

Address: _____

Contact Information:

Phone: _____

E-mail: _____

Statement of Professional Experience:

(please summarize your experience as a farm operator)

**CUSTOM FARM AGREEMENT
SHELBY COUNTY FARM, 2022-2023**

This agreement is made and entered into this ____ day of _____, 2022 between the Owner, Shelby County, and _____, the Operator for the 2022/2023 farming season. Operator agrees to plant and harvest wheat and beans.

SELECTION OF OPERATOR

The Operator will be selected pursuant to a bidding process approved by the Shelby County Board. The selected Operator agrees to provide a bond in the amount of two (2) times greater the amount of the submitted and accepted bid.

DESCRIPTION OF LAND

The Operator agrees to perform custom farming operations for the County on the following real estate located in the County of Shelby and State of Illinois and owned by Shelby County, described as follows:

The West ½ of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the Third Principal Meridian, Shelby County Illinois; commonly known as the Shelby County Farm consisting of approximately 196.3 tillable acres.

Operator reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

LENGTH OF TENURE

The operator agrees that this Custom Farm Agreement is purely a contractual license to use the Subject Property for farming purposes for the 2022-2023 farming season, beginning on the first day following removal of beans in 2022 and terminating on December 31, 2023. To the extent permitted by law, Shelby County may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the operator. In the event of any termination by Shelby County, it is agreed that Shelby County shall reimburse the operator for incurred costs related to purchasing of seed, fertilizer, herbicides, farm supplies, and other farming expenses completed but not paid, upon the operator providing a copy of the invoice(s) for incurred costs. Other than reimbursement for incurred costs as provided in this contract, the operator hereby waives its rights to request or seek any other monetary amount from Shelby County in the event the Custom Farm Agreement granted herein is terminated.

The Agreement grants only a contractual license to work on the Subject Property (hereafter considered the tillable acres) under the terms and conditions stated herein. Further, the rights granted by Shelby County herein shall vest only in the operator and no such rights shall vest in any of the operator's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to the operator any legal or equitable interest or estate in the Subject Property.

CROP PROCEEDS

Shelby County will receive 100% of the crop proceeds. Crops will be delivered to a local grain terminal as determined by the Shelby County Board.

METHOD OF PAYMENT

The operator agrees to submit to Shelby County an itemized written statement of completed work for spring planting season by December 15, 2022 for any fall work and by December 15, 2023 for 2023 crop year.

PROCUREMENT OF SUPPLIES

Shelby County will be responsible for purchasing all seed, fertilizer, herbicides, and other farm supplies. If the operator should incur any of these expenses, a copy of the invoice will be provided so that Shelby County can reimburse the operator for the expense.

FIELD OPERATIONS AND RATES

Shelby County will request from time to time the operator to provide equipment and labor to cultivate, plant and harvest a crop on the Subject Property. In addition, the operator will provide transportation for the grain from each crop harvested from the Subject Property to a local elevator.

The operator agrees to provide farming services on the Subject Property in a husband-like manner, taking care not to damage adjacent crops and adjacent public rights-of-way.

The operator shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

Custom Rates	
Field Operation	Rate

FALL VT

SEW/PLANT WHEAT

HARVEST / DELIVER WHEAT

PLANT STUBBLE BEANS

HARVEST / DELIVER BEANS

MOW x 2

OPERATOR'S DUTIES

In addition to conducting farming operations, the operator will be responsible for: preventing the growth of noxious weeds, including in fence rows and on land adjacent to roadways; repairing breaks in open ditches; and mowing the County Farm, including land adjacent to roadways.

INSURANCE

The operator farms on the County Farm subject to the hazards of operating a farm, and assumes all risk of accidents, injuries, property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the County Farm during the term of this lease and agrees to hold Shelby County free, harmless and indemnified therefore. The Operator will carry liability insurance to cover the provision of this paragraph in the minimum amount of \$1,000,000.00 naming Shelby County as an additional name insured and will provide a copy of its policy to Shelby County. A copy of the declaration page will be provided to Shelby County.

REAL ESTATE TAXES

Shelby County will apply for a tax exemption for the subject property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code (35 ILCS 200/1-1, et seq.), it shall be the obligation of Shelby County to pay such taxes as are incurred during the term of this agreement.

INDEMNIFICATION

The operator shall indemnify, hold harmless and defend with counsel of Shelby County's own choosing, Shelby County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by the operator or any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by the operator or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconducts of the operator in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Shelby County State's Attorney. Releasees' participation in its defense shall not remove the operator's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of the Agreement.

ASSIGNMENT OF CUSTOM FARM AGREEMENT

The operator's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Shelby County's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

INDEPENDENT CONTRACTOR (OPERATOR)

It is understood and agreed that the operator is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Shelby County. The operator understands and agrees that the operator is solely responsible for paying all wages, benefits and any other compensation due and owing to the operator's officers, employees, and agents for the performance of services set forth in the Agreement. The operator further understands and agrees that the operator is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the operator's officers, employees and/or agents who perform services as set forth in the Agreement. The operator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the operator, operator's officers, employees and agents and agrees that Shelby County is not responsible for providing any insurance coverage for the benefit of the operator, operator's officers, employees and agents. The operator hereby agrees to defend with counsel of Shelby County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Shelby County, its board members, officials, employees, insurers, and agents for any alleged injuries that the operator, its officers, employees and/or agents may sustain while performing services under the Agreement.

CONFLICT OF INTEREST

Both parties affirm that no Shelby County officer, board member, or elected official has a direct or indirect pecuniary interest in the operator or this agreement, or, if any Shelby County officer, board member, or elected official does have a direct or indirect pecuniary interest in the operator or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

NON-DISCRIMINATION

The operator, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

DISAGREEMENT WITHIN THE CONTRACT WITH ILLINOIS LAW

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be a waiver of that or any other term, condition, covenant

or obligation or of any subsequent breach thereof.

LEGAL REMEDIES

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

FINALITY OF AGREEMENT

This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

OPERATOR:

Signed: _____

SHELBY COUNTY:

Signed: _____

BRYON COFFMAN
CHAIRMAN, SHELBY COUNTY BOARD

**SHELBY COUNTY FARM
INVITATION TO BID**

Shelby County seeks quotations from interested Farm Operators to custom farm the Shelby County Farm: the Northeast Quarter (NE ¼) of Section (4), and the West Half of the Northwest Quarter (NW ¼) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.5 acres of tillable ground. The Custom Farm Contract shall begin the day after removal of beans, 2022 and terminate on December 31, 2023.

Bid packets are available at the Shelby County Clerk's Office, 301 E. Main Street, Shelbyville, Illinois, 62565. Sealed bids will be accepted by the Shelby County Clerk's Office until September 20, 2022 at 9:00 am and will be read at 9:00 am on September 20, 2022, Courtroom B, Shelby County Courthouse, 301 E. Main Street, Shelbyville, IL.

**CUSTOM FARM AGREEMENT
SHELBY COUNTY FARM, 2022-2023**

This agreement is made and entered into this 20th day of Sept., 2022 between the Owner, Shelby County, and Kenny Compton the Operator for the 2022/2023 farming season. Operator agrees to plant and harvest wheat and beans.

SELECTION OF OPERATOR

The Operator will be selected pursuant to a bidding process approved by the Shelby County Board. The selected Operator agrees to provide a bond in the amount of two (2) times greater the amount of the submitted and accepted bid.

DESCRIPTION OF LAND

The Operator agrees to perform custom farming operations for the County on the following real estate located in the County of Shelby and State of Illinois and owned by Shelby County, described as follows:

The West ½ of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the Third Principal Meridian, Shelby County Illinois; commonly known as the Shelby County Farm consisting of approximately 196.3 tillable acres.

Operator reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

LENGTH OF TENURE

The operator agrees that this Custom Farm Agreement is purely a contractual license to use the Subject Property for farming purposes for the 2022-2023 farming season, beginning on the first day following removal of beans in 2022 and terminating on December 31, 2023. To the extent permitted by law, Shelby County may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the operator. In the event of any termination by Shelby County, it is agreed that Shelby County shall reimburse the operator for incurred costs related to purchasing of seed, fertilizer, herbicides, farm supplies, and other farming expenses completed but not paid, upon the operator providing a copy of the invoice(s) for incurred costs. Other than reimbursement for incurred costs as provided in this contract, the operator hereby waives its rights to request or seek any other monetary amount from Shelby County in the event the Custom Farm Agreement granted herein is terminated.

The Agreement grants only a contractual license to work on the Subject Property (hereafter considered the tillable acres) under the terms and conditions stated herein. Further, the rights granted by Shelby County herein shall vest only in the operator and no such rights shall vest in any of the operator's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to the operator any legal or equitable interest or estate in the Subject Property.

CROP PROCEEDS

Shelby County will receive 100% of the crop proceeds. Crops will be delivered to a local grain terminal as determined by the Shelby County Board.

METHOD OF PAYMENT

The operator agrees to submit to Shelby County an itemized written statement of completed work for spring planting season by December 15, 2022 for any fall work and by December 15, 2023 for 2023 crop year.

PROCUREMENT OF SUPPLIES

Shelby County will be responsible for purchasing all seed, fertilizer, herbicides, and other farm supplies. If the operator should incur any of these expenses, a copy of the invoice will be provided so that Shelby County can reimburse the operator for the expense.

FIELD OPERATIONS AND RATES

Shelby County will request from time to time the operator to provide equipment and labor to cultivate, plant and harvest a crop on the Subject Property. In addition, the operator will provide transportation for the grain from each crop harvested from the Subject Property to a local elevator.

The operator agrees to provide farming services on the Subject Property in a husband-like manner, taking care not to damage adjacent crops and adjacent public rights-of-way.

The operator shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

Custom Rates	
Field Operation	Rate
FALL VT	\$ 16.00 / acre
SEW/PLANT WHEAT	\$ 16.00 / acre
HARVEST / DELIVER WHEAT	\$ 30.00 / acre
PLANT STUBBLE BEANS	\$ 25.00 / acre
HARVEST / DELIVER BEANS	\$ 30.00 / acre
MOW x 2	\$ 500.00 x 2

OPERATOR'S DUTIES

In addition to conducting farming operations, the operator will be responsible for preventing the growth of noxious weeds, including in fence rows and on land adjacent to roadways; repairing breaks in open ditches; and mowing the County Farm, including land adjacent to roadways.

INSURANCE

The operator farms on the County Farm subject to the hazards of operating a farm, and assumes all risk of accidents, injuries, property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the County Farm during the term of this lease and agrees to hold Shelby County free, harmless and indemnified therefore. The Operator will carry liability insurance to cover the provision of this paragraph in the minimum amount of \$1,000,000.00 naming Shelby County as an additional name insured and will provide a copy of its policy to Shelby County. A copy of the declaration page will be provided to Shelby County.

REAL ESTATE TAXES

Shelby County will apply for a tax exemption for the subject property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code (35 ILCS 200/1-1, et seq.), it shall be the obligation of Shelby County to pay such taxes as are incurred during the term of this agreement.

INDEMNIFICATION

The operator shall indemnify, hold harmless and defend with counsel of Shelby County's own choosing, Shelby County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by the operator or any representations or warranties made within the contract documents collectively, the "Claims"), to the extent such Claims result from the performance of this contract by the operator or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconducts of the operator in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Shelby County State's Attorney. Releasees' participation in its defense shall not remove the operator's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of the Agreement.

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In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

FINALITY OF AGREEMENT

This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

OPERATOR:

Signed: _____



SHELBY COUNTY:

Signed: _____



BRYON COFFMAN
CHAIRMAN, SHELBY COUNTY BOARD

SHELBY COUNTY FARM

FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023

BID FORM

Farm Operator Name: Kenny Compton

Custom Rates

Field Operation Rate

FALLVT \$ 16.00 / acre

SEW/PLANT WHEAT \$ 16.00 / acre

HARVEST, DELIVER WHEAT \$ 30.00 / acre

PLANT STUEBLE BEANS \$ 25.00 / acre

HARVEST, DELIVER BEANS \$ 30.00 / acre

MOW x 2 \$ 1000.00 (500 x 2)

5.09 / AC ^{FFAB}

1196.3

Signature:



23,966.27 Total
122.09 / AC

I, Kenny Compton, have reviewed the Custom Farm Contract dated 9-17-2022 and, if awarded the contract, agree to abide by the terms and conditions of said contract.

SHELBY COUNTY FARM

FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023

STATEMENT OF PROFESSIONAL EXPERIENCE

Farm Operator Name: Kenny Compton

Farm Operator Address:

Address: 771 County Highway 15

Tower Hill IL 62571

Contact Information:

Phone:

E-mail:

Statement of Professional Experience:

(please summarize your experience as a farm operator) I'm 47 years old AND Farm Full time

I HAVE BEEN Farming since 1993. I Farm 1200 acres mostly
rented FARMS. I ALSO Custom Farm including planting AND harvesting
for the same Landowners For over 5 years. I HAVE modern
equipment that is on a routine maintenance schedule to Reduce Downtime.
I grow Corn, Soybeans, Wheat, Double Crop Beans AND HAY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jacob R Hankins 1361 State Hwy 28 Shelbyville IL 62565		CONTACT NAME: Jacob R Hankins PHONE (A/C, No, Ex.): 217-774-9551 E-MAIL ADDRESS: jake.r.hankins@countryfinancial.com FAX (A/C, No): 217-774-9551	
INSURED Kenneth Compton 771 County Highway 15 Tower Hill IL 62571		INSURER(S) AFFORDING COVERAGE INSURER A: COUNTRY Mutual Insurance Co. NAIC # 20990 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Y	AL3281330	10/24/2021	10/24/2022	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 25,000
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY					GENERAL AGGREGATE \$
	ANY AUTO					PRODUCTS - COMP/OF AGG \$ 1,000,000
	OWNED AUTOS ONLY	SCHEDULED AUTOS				
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB					
	EXCESS LIAB					EACH OCCURRENCE \$
	DED RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Custom Farming for Shelby County Poor Farm

FILED
SEP 29 2022

James Cox

CERTIFICATE HOLDER

CANCELLATION

SHELBY COUNTY CLERK

Shelby County Illinois C/O Shelby County Farm P.O. Box 230 Shelbyville IL 62565	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jacob R Hankins 1361 State Hwy 128 Shelbyville IL 62565		CONTACT NAME Jacob R Hankins PHONE (A/C, No, Ext): 217-774-9551 FAX (A/C, No.): 217-774-9551 E-MAIL ADDRESS: jake.r.hankins@countryfinancial.com	
INSURED Kenneth Compton 771 County Highway 15 Tower Hill IL 62577		INSURER(S) AFFORDING COVERAGE INSURER A: COUNTRY Mutual Insurance Co. NAIC # 20990 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	AL3281330	10/24/2022	10/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Custom Farming for Shelby County Poor Farm

FILED
 SEP 29 2022

Jennie Dore

SHELBY COUNTY CLERK

CERTIFICATE HOLDER Shelby County Illinois C/O Shelby County Farm P.O. Box 230 Shelbyville IL 62565	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Shelby County, Illinois

Fiscal Year 2021

Audit Recap

Josh Faivre, CPA
Manager
815.265.6803
jfaivre@wipfl.com

September 8, 2022

wipfl.com



WIPFL

Auditor's Reports

- Independent Auditor's Report – County and Circuit Clerk
 - ▶ Clean “unmodified” opinion on basic financial statements
- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Performed in Accordance with Government Auditing Standards – County and Circuit Clerk
 - ▶ No findings on internal controls over financial reporting or compliance
- Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance - County
 - ▶ Clean “unmodified” opinion – two internal control finding related to financial statement prep and bank reconciliations.
- Independent Accountant's Report on Compliance and on Internal Control over Compliance – Circuit Clerk
 - ▶ No findings on internal controls over financial reporting or compliance

Things to Note:

- GASB Statement No. 84 related to fiduciary activities implemented
- County expended \$1,780,489 of federal funds during FY21.
 - ▶ *Public Transportation tested as major federal program - \$1,026,811 expended during FY21*
- COVID-19 Funds \$1,197,387 expended during FY21.
 - ▶ *6 different COVID-19 programs in FY21*
- Net pension liability increased from \$677K to a net pension asset of \$906K million as result of investment returns – a change of \$1.6 million.
- All cash and deposits were properly collateralized as of August 31, 2021.

Change in General Fund Current Year to Prior Year

Revenues:	2021	2020	Change
Taxes	\$1,958,824	\$1,798,247	\$160,577
Intergovernmental	3,409,771	2,419,357	1,050,414
Charges for services	109,788	125,119	-15,331
Licenses and permits	6,772	6,719	53
Fines and forfeitures	707,830	508,270	118,558
Interest	12,303	110,624	-98,321
Miscellaneous	122,034	132,899	-10,865



Highlights

- Intergovernmental revenue

Total revenues	6,387,392	5,182,243	1,205,089
Expenditures:			
Current:			
General control and administration	2,287,639	2,065,854	221,785
Public safety	2,396,307	1,962,731	433,576
Judiciary and courts	531,522	543,816	-12,294
Corrections	176,517	164,332	12,185
Public works and transportation	171	-311	482
Health other than hospitals	66,773	58,837	7,936
Capital outlay	72,649	144,149	-71,500



- \$221K increase in State Income
- \$205K increase in Sales Tax
- \$503K increase in CURES funding
- Public safety expenses

Excess (deficiency) of revenues over expenditures	855,750	242,835	612,915
Other financing sources (uses):			
Transfer in	818,674	0	818,674
Transfer out	(979,089)	(125,793)	853,306

- Increased due to holiday and overtime pay

Total other financing source (use)	160,626	125,793	-34,732
Net change in fund balance	695,225	117,042	578,183
Fund balances, beginning of year, as restated	2,725,107	2,623,445	
Fund balances, end of year	\$3,420,332	\$2,740,487	

Change in Governmental Funds– Current Year to Prior Year

	2021	2020	Change
Revenues:			
Taxes	\$4,983,062	\$4,670,020	\$313,133
Intergovernmental	11,720,601	6,173,170	5,547,422
Charges for services	1,608,934	628,203	970,041
Licenses and permits	29,565	30,227	-662
Fines and forfeitures	969,513	851,465	118,028
Interest	87,495	191,664	-104,169
Miscellaneous	292,082	178,328	113,754

Highlights

- Intergovernmental revenues/Public works expense
- TWP MFT included in 2021, not 2020

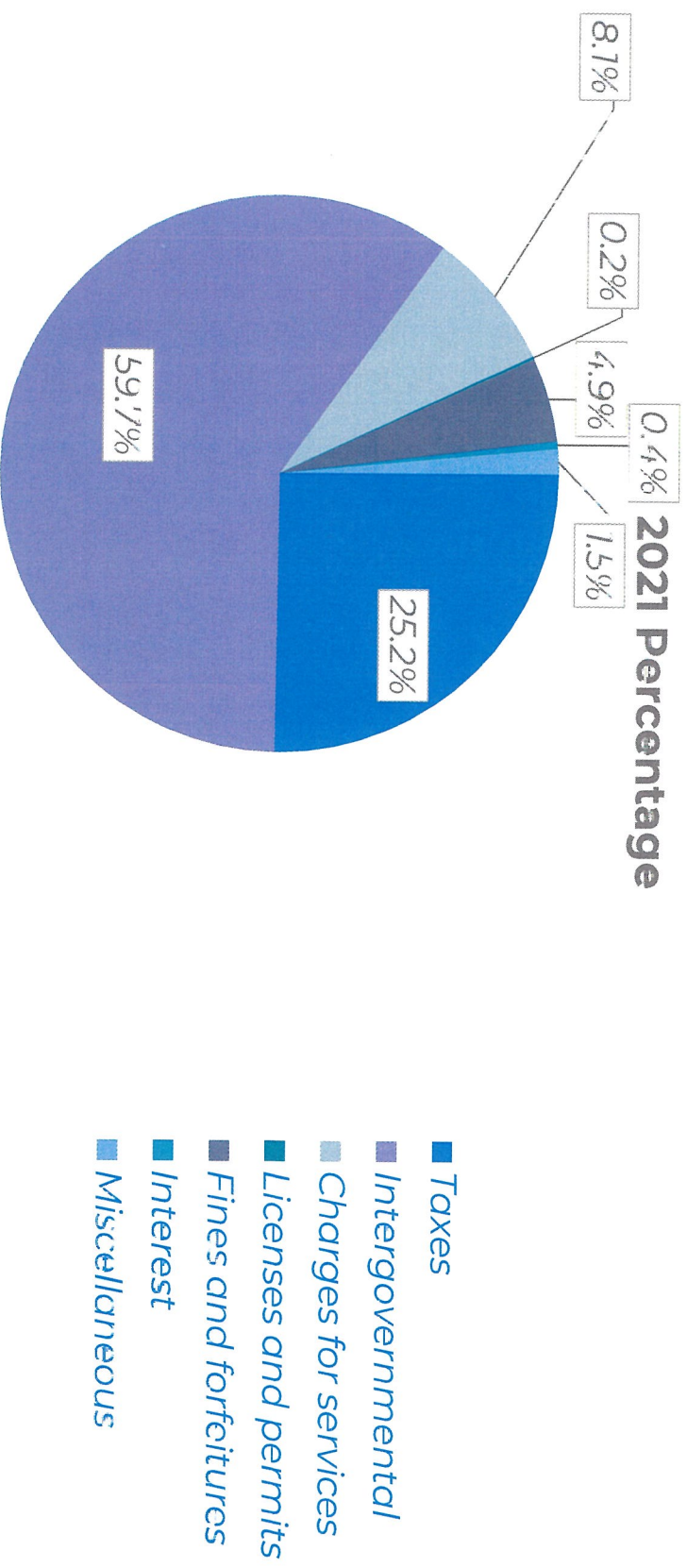
Expenditures:			
Current:			
General control and administration	3,035,726	3,367,671	-331,945
Public safety	2,957,906	2,042,038	915,868
Judiciary and courts	1,294,277	556,969	737,308
Corrections	221,031	164,332	56,699
Public works and transportation	7,454,218	3,731,482	3,722,736
Health other than hospitals	1,959,641	1,837,456	122,185
Culture and recreation	95,716	78,672	17,044
Principal payments	6,615	2,133	4,482
Interest payments	2,401	873	1,528
Capital outlay	147,779	248,727	-100,948

- Charges for services/Judiciary and courts expense
- Commissary included in 2021, not 2020.
- All expense functions

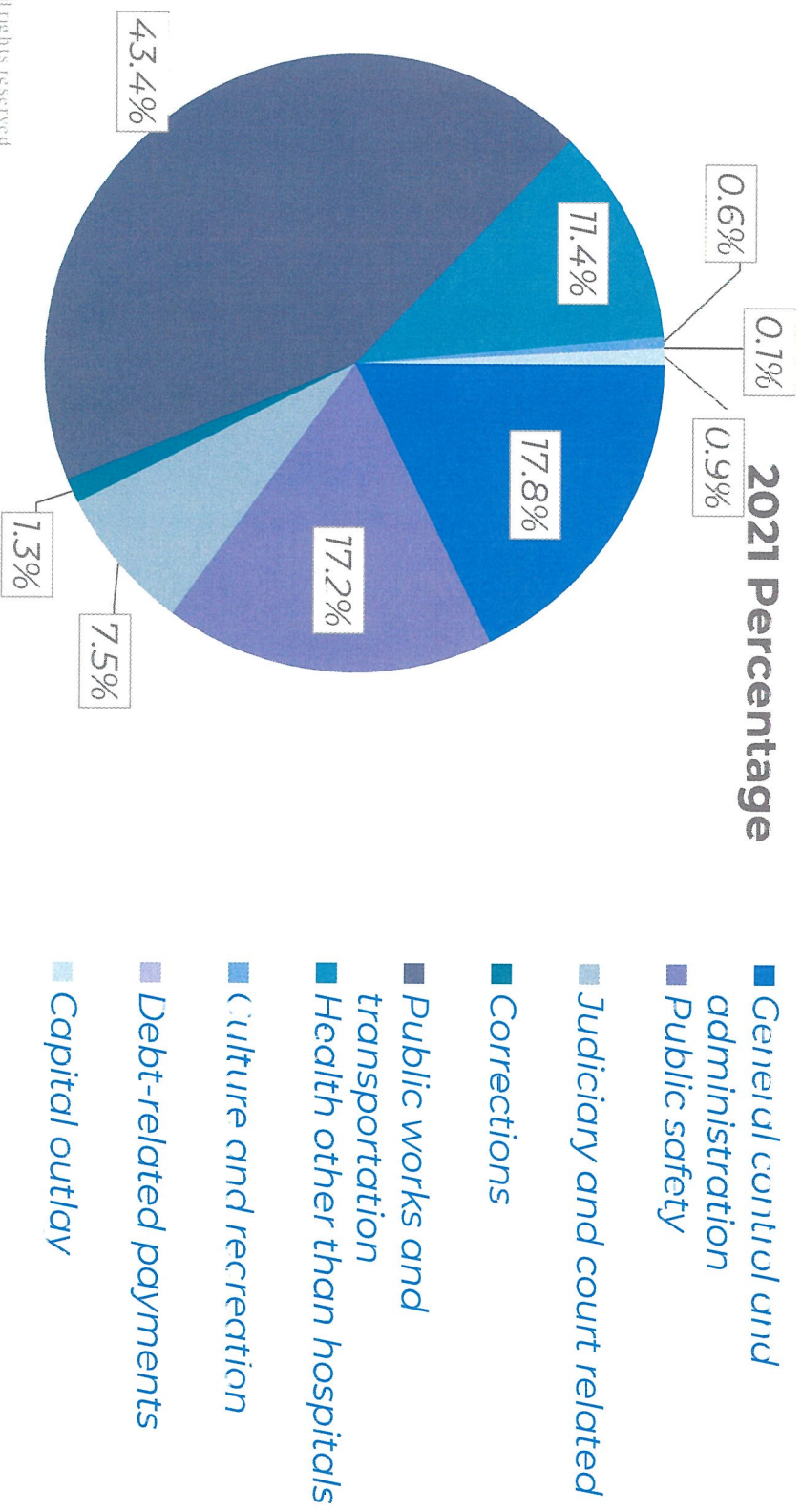
Total expenditures	17,175,310	12,030,358	5,144,957
Excess (deficiency) of revenues over expenditures	2,484,942	702,752	1,782,190
Other financing sources (uses):			
Proceeds from issuance of long-term debt	0	53,161	-53,161
Transfer in	1,853,023	138,730	1,715,167
Transfer out	-1,853,023	-138,730	-1,715,167
Total other financing sources (uses)	0	53,161	-53,161
Net change in fund balance	2,484,942	755,913	1,729,029
Fund balances, beginning of year, as restated	14,440,194	9,973,115	
Fund balances, end of year	\$16,925,136	\$10,729,028	

- IMRF/Social Security expenses not allocated for 2020.
- All showed as general control in 2020.

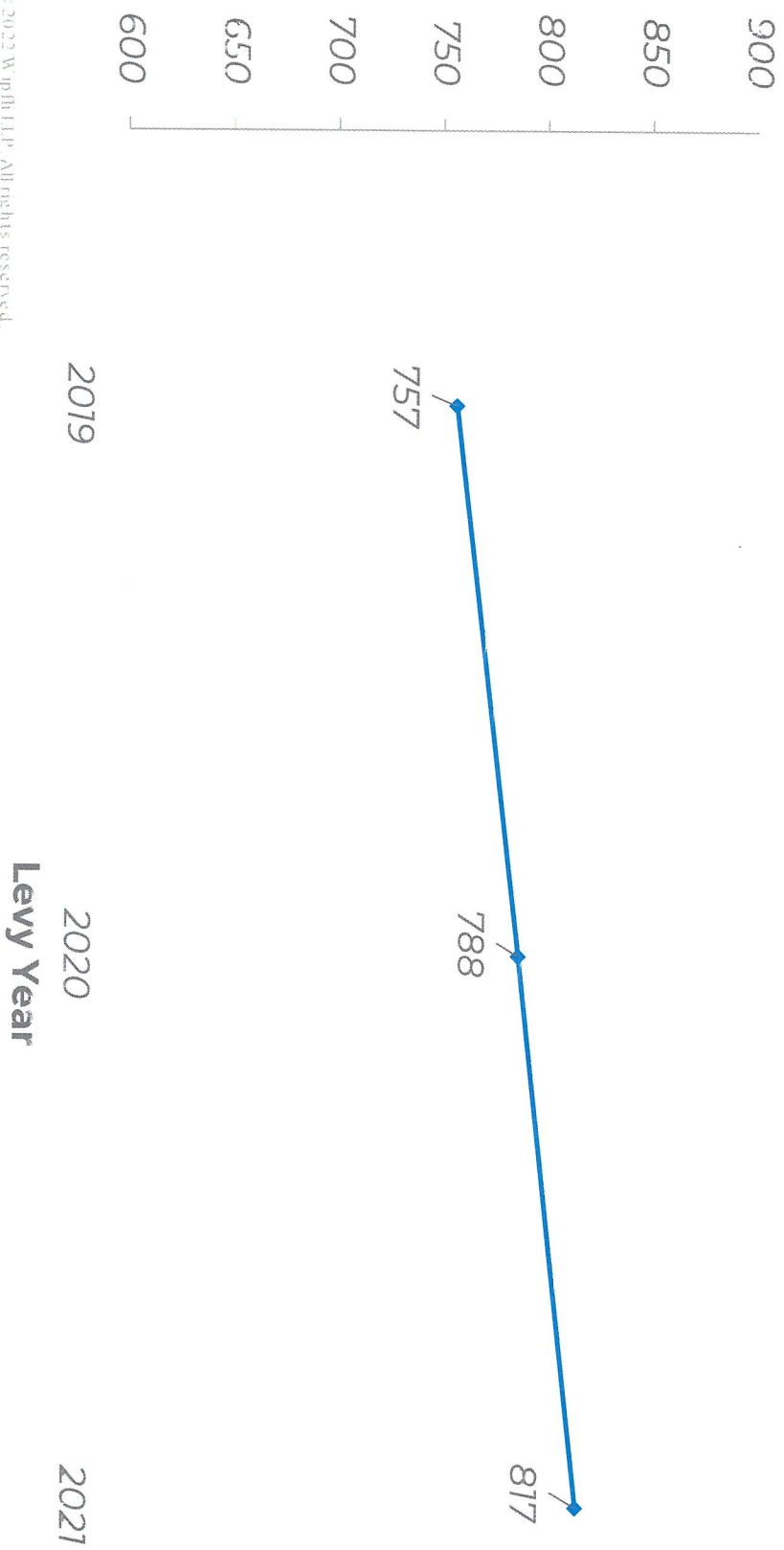
Revenue by Function - 2021



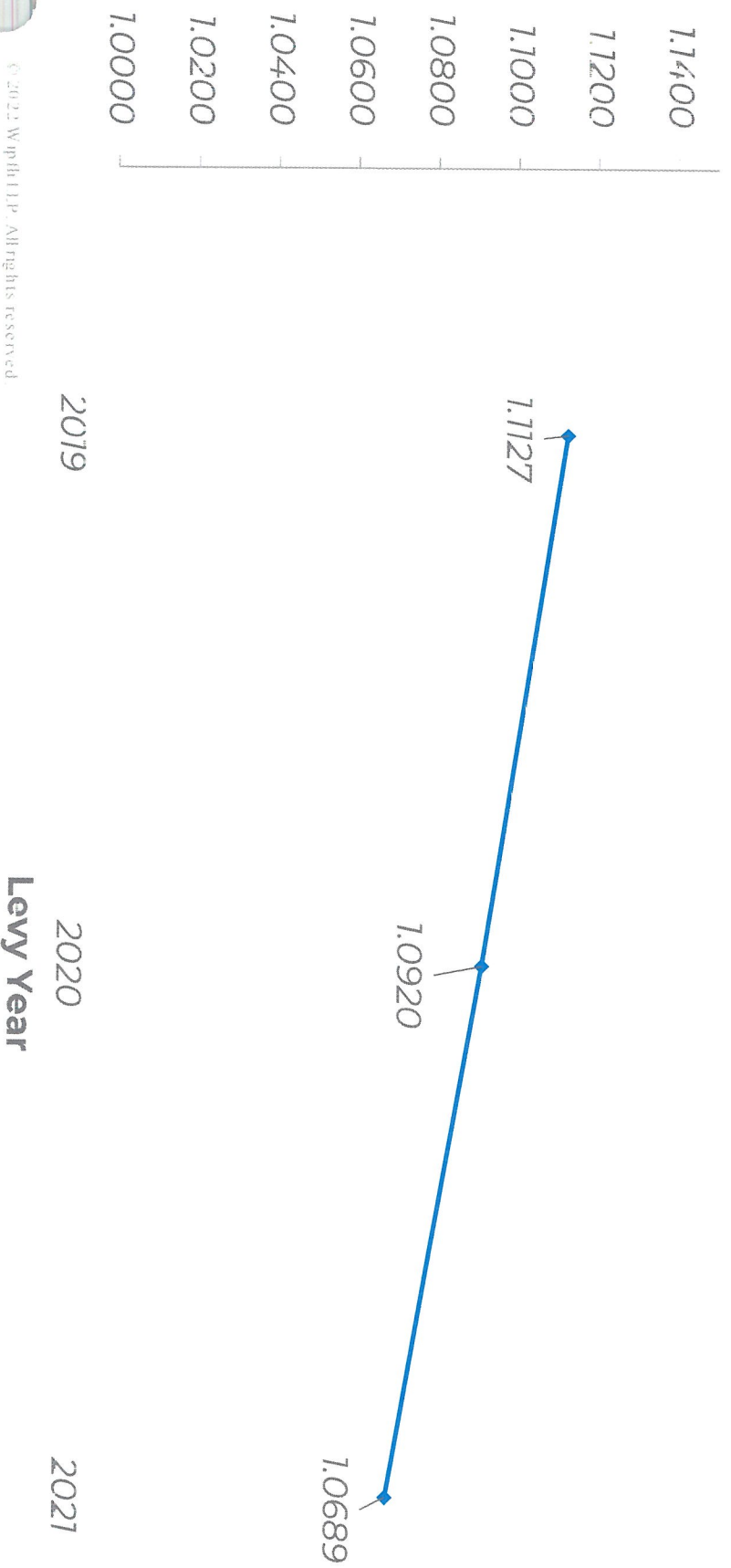
Expenses by Function - 2021



Assessed Valuation (in millions)



Real Estate Tax Rates (per \$100 Assessed Valuation)



The Wipfli Way

Team Commitment
The Wipfli Way we create positive impact and lifetime relationships by leading and working with an outward mindset
Creating lasting positive impact
Client Commitment
Community Commitment