

## STATE OF ILLINOIS

## ROLL CALL VOTES IN COUNTY BOARD

## SHELBY COUNTY

August 10, 2023

## REGULAR MEETING

		ROLL CALL			QUESTIONS									
			8 / 10 / 2023	1 / 2023	Hwy Eng ON MOTIONS TO Emp Ag		Pay Kenny ON MOTIONS TO Complete 3,500	Brack of contract	Mytec 3-month ON MOTIONS TO contract	extension	Firewell ON MOTIONS TO upgrades 8935.50		Pull Farm ON MOTIONS TO taxes from claims	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BENNETT, MARK	34	✓		✓			1	✓		✓		1	
	BOEHM, TERESA		✓		✓		1		✓		✓			1
	BRANDS, CODY	24	✓		✓			2	✓		✓		2	
	BROWN, TIM	41	✓		✓			3	✓		✓		3	
	COLE, CAROL	0	✓		✓		2		✓		✓			2
	DAVIS JR, CHARLES	48	A		—		—		—		—		—	
	EDWARDS, JULIE	0	✓		✓		3		✓		✓		4	
	FIRNHABER, MARTHA	0	✓		✓			4	✓		✓		5	
	HARDY, CLAY	20	✓		✓		4		✓		✓			3
	KESSLER, MATT	44	✓		✓			5	✓		✓		6	
	MARTIN, ANNETTE	44	A		—		—		—		—		—	
	MAYHALL, TAD	14	✓		✓		5		✓		✓			4
	MCCORMICK, HEATH		✓		✓		6		✓		✓		7	
	MORSE, TIM	0	✓		✓		7		✓		✓			5
	NELSON, LORI	54	✓		✓			6	✓		✓		8	
	OGDEN, DAVID		✓		✓		8		✓		✓		9	
	ORMAN, ROBERT	34	✓		✓			7	✓		✓		10	
	ROSS, SONNY	24	✓		✓			8	✓		✓		11	
	SHUFF, MITCHELL	10	✓		✓		9		✓		✓		12	
	TATE, DON	40	✓		✓			9	✓		✓		13	
	WALLACE, BRENT	50	✓		✓			10	✓		✓		14	
	WILLIAMS, JEREMY		✓		✓			11	✓		✓		15	

## ROLL CALL VOTES IN COUNTY BOARD

August 10, 2023 REGULAR MEETING

[illegible]



# Illinois Department of Transportation

Office of the Secretary

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Telephone 217/782-6149

Ms. Jessica Fox  
Shelby County Clerk  
301 E Main Street  
Shelbyville, IL 62565

Dear Ms. Fox:

Pursuant to the provisions of Section 5-201 of the Illinois Highway Code, a request for certification to fill the office of County Engineer in Shelby County was called by the County Board of Shelby County. The candidate, Mr. Michael Tappendorf qualified as provided by law.

The papers of the candidate taking the examination have been graded, and Mr. Michael Tappendorf, having made a satisfactory grade, is qualified for appointment.

NOW THEREFORE, I, Omer M. Osman, Secretary of the Illinois Department of Transportation, in accordance with authority contained in Section 5-201 of the Illinois Highway Code, do hereby certify to the County Board of Shelby County, State of Illinois, the name Mr. Michael Tappendorf, as having the qualifications for appointment to the office of County Engineer for Shelby County.

Dated this 7 day of August, A.D., 2023.

ILLINOIS DEPARTMENT OF TRANSPORTATION

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Omer M. Osman, P.E.  
Secretary



# Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Local Roads & Streets  
2300 South Dirksen Parkway / Room 205 / Springfield, Illinois / 62764

August 8, 2023

Ms. Jessica Fox  
Shelby County Clerk  
301 E Main Street  
Shelbyville, IL 62565

Dear Ms. Fox:

I am transmitting herewith the certification of Mr. Michael Tappendorf as qualified for appointment to the office of County Engineer for Shelby County.

When your County Board takes action on the appointment of a County Engineer, I would appreciate receiving a certified original resolution. It is suggested that you complete and submit BLR 02122, Resolution Appointing County Engineer. The form is located on the department's web site at <http://www.idot.illinois.gov> (Access the IDOT web site and select "Resources" at the bottom of the page, then choose "Forms", then filter for "Local Roads", and then select the appropriate form - BLR 02122.)

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Tapas'.

George A. Tapas, PE, SE  
Engineer of Local Roads and Streets

cc: Jeffrey Myers, P.E.— Region 4 Engineer, Attn: Brett Walker, P.E.



Resolution Appointing County Engineer  
2023-31

WHEREAS, a vacancy exists on 08/10/23 in the office of County Engineer in Shelby County,  
Date County  
Illinois due to the expiration of the six-year term of office of the incumbent County Engineer \_\_\_\_\_, and  
Name of Incumbent

WHEREAS, the Shelby County Board by resolution dated 07/13/23, submitted the names of one  
County Date  
candidates to the Department of Transportation to take the examination for the office of County Engineer, and

WHEREAS, the Department of Transportation by Omer Osman, Secretary, certified to the County Clerk  
Name of Secretary of Transportation  
of Shelby County on 08/08/23, that Michael Tappendorf made a satisfactory grade and is eligible for  
County Date Name of Candidate  
appointment to said office.

NOW, THEREFORE, BE IT RESOLVED by the Shelby County Board that Michael Tappendorf  
County Name of Candidate  
is hereby appointed, County Engineer for Shelby for a term of six years effective 09/01/23, and  
County Date

BE IT FURTHER RESOLVED, by the Shelby County Board that the salary of the County Engineer be fixed as follows:  
County

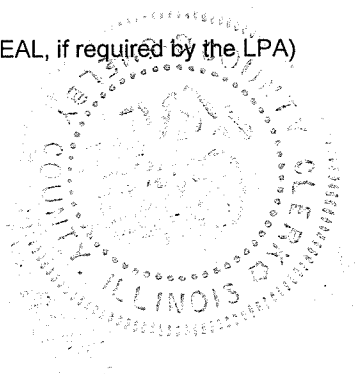
Salary		
Date From	Date To	Amount of Salary
09/01/23	12/31/24	\$130,000.00
01/01/25	09/01/29	Salary will be 12% above IDOT minimum county engineer salary

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified originals of this resolution to the district  
office of the Department of Transportation.

I Jessica Fox, County Clerk in and for said County of Shelby in the State of Illinois, and  
Name of Clerk County  
keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of  
a resolution adopted by the County Board of Shelby at a meeting held on 08/10/23.  
County Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of August, 2023.  
Day Month, Year

(SEAL, if required by the LPA)



Clerk Signature & Date

Jessica Fox 8/10/23

## EMPLOYMENT AGREEMENT FOR COUNTY ENGINEER

This **EMPLOYMENT AGREEMENT** is made and entered into this 1<sup>st</sup> day of September, 2023, by and between the **COUNTY OF SHELBY, ILLINOIS**, a body politic and corporate (the "County") and **MICHAEL TAPPENDORF** (the "Employee", and together with the County, the "Parties").

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the Parties agree as follows:

1. **Employment** – The County hereby agrees to employ Employee, and Employee hereby agrees to serve, subject to the provisions of the Agreement, as an employee of the County in the position of County Engineer of the County of Shelby. Employee will perform all services reasonably necessary to fulfill the duties and responsibilities of the position of County Engineer as described in the Illinois Highway Code (605 ILCS 5) including but not limited to, the following:
  - a. Act for the County in all matters relating to the supervision of the construction or maintenance of any highway constructed or maintained in whole or in part at the expense of the County.
  - b. Prepare or cause to be prepared , plans , specifications, and estimates of costs needed to comply with the provisions of the Illinois Compiled Statutes.
  - c. Present petitions, resolutions, agreements, and budgets to the County board for approval.
  - d. Advise and direct the 24 highway commissioners as the best methods of construction, repair, or maintenance of township and district roads.
  - e. Manage the budgeting and financial management of the Township Motor Fuel Tax program, County Motor Fuel Tax program, and local funded programs (County Highway, County Bridge and FASM)
  - f. Address all applicable questions and findings from audits of the highway Department financial fund account/ bookkeeping, bridge inspection program, and construction projects.
  - g. Perform all requirements as Program Manager of the National Bridge Inspection Standards (NBIS) program.
  - h. Generate and submit multi-year capital program to Road & Bridge Committee and IDOT.
  - i. Supervise the construction and maintenance of all county highways within the county.

- j. Keep and maintain adequate records and books of all recipients, contracts, purchases of materials, machinery, or apparatus.
- k. Supervise all Highway Department staff.
- l. Perform other lawful duties as may be prescribed by law or as may be required or directed by the majority of the Shelby County Board.
- m. Maintain any and all qualifications, certificates and/or licenses as are necessary to fulfill duties and receive any and all additional training or education as is required.
- n. Prepare Grant applications for additional funding and administer projects to grant requirements.

2. **Term** – The Term of this Agreement shall be for a period of six (6) years beginning on SEPTEMBER 1<sup>st</sup> 2023 and running through AUGUST 31<sup>ST</sup> 2029 provided, however, this agreement shall terminate prior to AUGUST 31<sup>ST</sup> 2029 upon the occurrence of any of the following:

- (a) Resignation of the Employee; or
- (b) Termination of this Agreement by agreement of the Parties; or
- (c) Removal of County Engineer pursuant to 605 ILCS 5/5-203 for incompetence, neglect of duty, or malfeasance in office.

3. **Salary and Benefits** – The Employee shall be paid an annual salary as follows:

Beginning SEPTEMBER 1<sup>st</sup> 2023, the Employee shall be paid an annual salary of \$130,000 (IDOT minimum base is \$116,500 for CY 2023). The salary shall be adjusted on January 1<sup>st</sup> of 2025 and every January thereafter and the salary shall always be 12% above IDOT's Minimum County Engineer Salary Program for Shelby County. Said salary is to be paid in equal installments upon the same terms as other Shelby County employees.

Employee shall receive all insurance benefits, Social Security benefits, IMRF and all other benefits as are provided for full-time County employees.

4. **SIGN-ON BONUS -**

A 30,000 dollar sign-on bonus will be given to the County Engineer in the following manner: (the exact terms that the sign-on bonus is to be paid out is according to previous board action in May and June of 2023). This sign-on bonus is to be financed by ARPA funds.

Week one: \$7,500

6 Month: \$15,000

1 year: \$7,500

## **5. RETENTION BONUS -**

A \$15,000 dollar RETENTION bonus will be given to the County Engineer in the following manner: \$5,000 per year for three (3) years to be paid on the anniversary day of employment. The 1st year anniversary retention bonus is 5K. The 2nd year anniversary retention bonus is 5K. The 3rd year anniversary retention bonus is 5K. This retention bonus is to be financed by ARPA funds.

1 year: \$5,000

2 year: \$5,000

3 year: \$5,000

## **6. PAID TIME OFF – Paid time off shall accrue as follows:**

- (a) Five (5) days of Paid vacation shall be awarded upon employment on September 1st, 2023
  - On January 1st, 2024, Fifteen (15) days of Paid vacation shall be awarded and each January 1st thereafter at an accrual rate of 10 hours per month.
  - On January 1<sup>st</sup> of 2029, rate shall increase to Twenty (20) days of Paid vacation each calendar year at an accrual rate of 13.33 hours per month thereafter.
- (b) Twelve (12) sick days each fiscal year at an accrual rate of 8 hours per month, to be awarded eight hours on the first day of each month. Sick days will carry over from year to year if not used.
- (c) Three (3) Personal Days to be accredited at the beginning of contract (Sept 1, 2023) and beginning of each Calendar Year thereafter (January 1 of each year).

A Maximum of (20) unused vacation days may be carried over each calendar year. All other vacation time unused at the end of the calendar year shall be forfeited. Employee shall receive holidays as are provided for other full-time County Employees. Unused Personal Days shall be forfeited at the end of the year (December 31 of each year) with no carry over allowed.

## **7. HOURS OF EMPLOYMENT – Employee shall be required to devote a sufficient number of hours per week on or off site to satisfactorily perform the duties described herein. Employee shall work, or otherwise account for a minimum of (40) hours per week, with additional hours as required. Employee shall not, during the term of this Agreement, or any extension thereof, participate or be interested directly or indirectly, or in any manner, in any other business or activity similar to the obligations of the Employee as set forth in this Agreement, without the prior express approval of the County. Employee is considered a salaried, not an hourly, employee.**

## **8. SHELBY COUNTY HIGHWAY DEPARTMENT EMPLOYEES - Upon the hiring of new Shelby County Highway Employees, the employees shall meet the expectations and approval of BOTH the Shelby County Engineer and Shelby County Roads and Bridges Committee.**

9. **EQUIPMENT AND PERSONNEL** – The County shall provide for the Shelby County Highway Department all equipment and personnel reasonably required as determined by the County, consistent with the financial condition of the County and upon consultation with the Employee.
10. **COUNTY BOARD MEETINGS** – Employee shall attend meetings set by the Shelby County Roads and Bridges Committee as scheduled and requested by the County Board and provide the County Board with any requested information and reports. If the Employee shall be unable to attend the meeting, a report will be prepared and provided to the County Board for presentation by the Shelby County Roads and Bridges Committee Chairman or another authorized individual.
11. **TRANSPORTATION AND VEHICLE** – A late model automobile of a make and model mutually acceptable to the County and Employee shall be provided by the County for the exclusive use of the County Engineer for business use, including the taking of the vehicle home and back each day to allow for required hours use.
12. **DUES** – The County shall pay all dues and fees associated with the Employee being a member of the Illinois Association of County Engineers and any other organization or association deemed necessary by the County Board for the proper and effective performance of his duties associated with the office of the County Engineer. The County shall pay all fees associated with licenses required by the County Engineer for the performance of his duties.
13. **EXPENSES** – The Employee shall be reimbursed by the County for his actual traveling and other expenses incurred in the discharge of his duties of his office, including but not limited to cost of all meals, lodging, transportation and registration fees for seminars, classes and conferences related to County Highway Department work and operations. All expenses shall be verified with paid receipts. The County will reimburse the Employee for all fees associated for PDH hours required to maintain an Illinois Professional Engineer License.
14. **LEGAL FEES**- All expenses incurred by the County Engineer in prosecuting or defending suits or actions brought by or against him in any official capacity shall be paid by the County. Any judgments levied against the County Engineer incurred due to the performance of his official duties shall be paid by the County.
15. **AMENDMENTS** – The terms of this contract may be modified, altered, or amended only upon the written agreement of the parties of this contract.
16. **SEVERABILITY** – The provisions of this contract are severable. Should any sentence, paragraph, or section be held contrary to law, for whatever reason, such decision shall not affect the remaining portions of the contract.

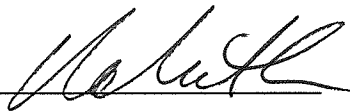
17. **TERMINATION OF CONTRACT** – This contract may be terminated by the County in accordance with the Illinois Compiled statutes (605 ILCS 5/5-203) or by the Employee with sixty (60) days written notice of such termination.

The parties have read this contract and understood it to be their entire agreement and that this contract supersedes all oral negotiation and agreements between the parties. Any altercations, amendments, or modifications, or waivers or any provision of this contract shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

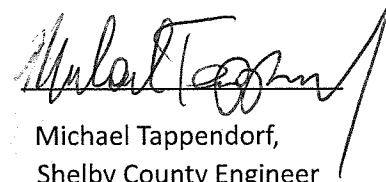
County of Shelby, Illinois

By:



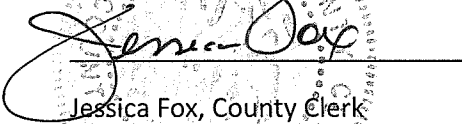
Robert Orman, Chairman  
Shelby County Board

By:



Michael Tappendorf,  
Shelby County Engineer

ATTEST:



Jessica Fox, County Clerk



## Shelby County Illinois Whistleblower Policy

This policy is pursuant to 740 ILCS 174, The Whistleblower Act. A whistleblower as defined by this policy is an employee, volunteer, appointed or elected official of Shelby County who reports an activity that the person considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws and other fraudulent financial reporting.

If an employee, volunteer, appointed or elected official of Shelby County has knowledge of or a concern of illegal or dishonest fraudulent activity, the person is to contact his/her immediate supervisor or the State's Attorney. The person must exercise sound judgment to avoid baseless allegations. Any person who intentionally files a false report of wrongdoing will be subject to discipline.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. Shelby County will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes they are being retaliated against must contact the State's Attorney immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the State's Attorney who is responsible for investigating and coordinating corrective action.

Employees, volunteers, appointed or elected officials with any questions regarding this policy should contact the State's Attorney.

**Retaliation Against Whistleblower Complaint Form**

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Circumstances:**

These events or circumstances could represent a retaliation against a Whistleblower.

Please describe the event(s).

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Date(s) the event(s) occurred \_\_\_\_\_

Location(s) this occurred \_\_\_\_\_

Who do you believe acted wrongly? \_\_\_\_\_

Names and contact information of any witness:

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Signature of Complainant \_\_\_\_\_ Date \_\_\_\_\_

**Shelby County State's Attorney**

[statesattorney@shelbycounty-il.gov](mailto:statesattorney@shelbycounty-il.gov)

301 E. Main St.

Shelbyville, IL 62565



118 North Morgan  
P.O. Box 178  
Shelbyville, IL. 62565  
217-774-2525

August 7, 2023

Shelby County  
Board Chair – Bobby Orman  
East Main St.  
Shelbyville, IL 62565

RE: Managed Services Proposal – 3 Month contract to align with new budget year changes.

This letter serves as a letter of engagement for our services related to the Management of I.T. Infrastructure and review of reports. Mytec Solutions, Inc. will provide the following services to Shelby County (referred to in this agreement as the “Customer”).

**Scope of Work:**

Mytec Managed Services as outlined in the Mytec Complete Care Service Details document and Service Level Agreement.

**Fees:**

Managed Services Monthly per outline	\$ 4,000.00
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**Billing:**

- Monthly fees are due and payable by the 15th of each month in advance.
- Monthly invoices will be automatically generated by the ticketing system and e-mailed on the 25th of each month beginning August 25th, 2022.
- Additional work outside the managed services agreement and over the contracted amount for additional labor will be invoiced as completed and paid next payment cycle.

All requests for assistance will be completed using Mytec Solutions ticketing software, by email, or telephone. All requests received for additional work or assistance outside the scope will be entered into the ticketing software and e-mailed to requesting party for approval before work proceeds. Emergency work is exempt from this process but will require approval as soon as possible. This system allows both parties to monitor progress

of work, track time used, and identify repetitive issues that may require further investigation or additional time to complete the work.

Notification of any events or anomalies identified by this work will be reported to Shelby County's I.T support staff for authorization of work to be completed to correct the issue before work is completed unless it is determined by consultant to be an emergency.

Emergency work will be completed and reported as soon as possible.

**All work is to be completed during normal business hours (7:30am to 5:30 pm) which could mean minimal interruption of the network. Advance notices will be given (if possible) should this happen.**

**All after hours and emergency response time will be same day if notified before noon or next business day morning if notified after noon.**

While every attempt will be made to stay within the time and cost estimated, unforeseen complications or changes in the scope of the engagement might increase our fees and expenses. The need and reason for additional fees and expenses will be communicated to management for approval before said time and costs are incurred (if possible).

#### **Provisions**

The Customer shall provide Mytec Solutions access to the network resources as well as login accounts and passwords as needed to complete the above stated items. Additionally, the Customer grants Mytec Solutions permission to test the IP addresses, equipment, and resources needed to complete the defined scope.

This letter with addendums constitutes the entire agreement regarding the services we will provide and supersedes all prior agreements, understandings, negotiations, and discussions between us, whether written or oral. This agreement may be supplemented only by other written agreements. This is a 3-month agreement starting September 1, 2022 to align with the new fiscal year policy. Either party may terminate the contract at any time with a 30-day written notice and without penalty except for third party software that is purchased with a 1-year commitment.

Mytec Solutions shall provide an annual certificate of insurance, disaster recovery plan and information security program within reason to demonstrate their preparedness for unforeseen events. These documents may be provided to the Customer's regulatory agency if requested. Failure to provide these statements may result in termination of services.

Mytec Solutions will discuss monthly support provided to the Customer that falls outside the maintenance agreement to help the Customer's IT department understand recurring issues that can be resolved internally.

It is our understanding that the primary intent of engaging our professional services is for the benefit of the staff and management of Shelby County. Our services are not intended to benefit or influence any other person or entity. Any reports that we may prepare will

indicate that they are for limited distribution to only management personnel of the Customer and their regulatory agency if requested.

**Contacts:**

- Mytec Solutions - Main Office - Phone 217-774-2525 Normal Business Hours
- Mytec Solutions - David Woods Cell Phone 217-827-0714 After Hours Emergency
- Mytec Solutions - Charles Baker – Cell Phone 217-220-0425 After Hours Emergency

If a bill for services is not paid within 45 days from receipt of invoice, we reserve the right to cease work and withdraw from the engagement. In that event, we will charge interest on the unpaid balance at the monthly rate of 1 1/2%, which is an ANNUAL PERCENTAGE RATE OF 18%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recovered. Our maximum liability relating to breach of this contract (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the amount of the contract giving rise to liability. In no event shall we be liable for, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if we have been advised of their possible existence.

The Customer shall indemnify and hold us, and our personnel, harmless from and against any claims, liabilities, costs and expenses (including without limitation, attorneys' fees and the time involved of our personnel) brought against, paid or incurred by us at any time and in any way arising out of actions or failure to act, except to the extent of gross negligence or willful misconduct of our personnel. This provision shall survive the termination of this agreement for any reasons.

**Protection of Customer Data:** All data relating to Shelby County business provided to Mytec Solutions, Inc. (Mytec Solutions) by the Customer, including any non-public personal information relating to customers of Shelby County, shall be treated confidentially and safeguarded by Mytec Solutions. Mytec Solutions will not disclose or use any such non-public personal information except as necessary to carry out the services for which Mytec Solutions has been engaged or under an exception provided by applicable law in the ordinary course of business to carry out those services. Mytec Solutions will safeguard any such non-public personal information through appropriate measures designed to ensure the security and confidentiality of customer information; protect against unauthorized access or use of customer information that could result in substantial harm or inconvenience to a customer; and otherwise meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information.

**Disposal of non-public information:** All work papers, software, or equipment should be kept in a secure location. No records will be accessible by non-authorized persons.

**Breach Notification**

**Mytec Solutions will notify the County Board Chair or I.T. Committee Chair of any breach of Mytec resources for potential review in the event the breach may expose the Customer to undue harm.**

If the terms are in accordance with your understanding and acceptable to you, please sign, date, and return the duplicate copy of this letter to us. We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

David Woods - President  
Mytec Solutions, Inc.

Officer or Authorized Designee of Shelby County

By: 

Date: August 10, 2023

Printed Name: Robert C. Orman

Enc:  
Mytec Complete Care Service Details  
Service Level Agreement.

# Estimate



## Mytec Solutions, Inc.

502 N. Cedar St. Suite A  
P.O. Box 178  
Shelbyville, IL. 62565

Date	Estimate #
6/22/2023	1208

Phone #	(217) 774-2525
Fax #	(217) 774-1370

E-mail	dwoods@mytecsol.com
Web Site	www.mytecsol.com

Name / Address
SHELBY COUNTY P.O. BOX 230 301 E MAIN ST SHELBYVILLE, IL. 62565

Description	P.O. No.	Terms	Project
		Due on receipt	
Description	Qty	Cost	Total
XG2ATCHUS Sophos XGS 2100 Security Appliance - US power cord	1	2,479.50	2,479.50
SOPHOS PROMO UPGRADE FROM SG SERIES THAT IS END OF LIFE TO XGS SERIES THRU SEPT 30,2023		-1,459.50	-1,459.50
XF2A3CTES Sophos Xstream Protection for XGS 2100 - 36 Months - Renewal	1	7,915.50	7,915.50
Thank you for your business.		<b>Total</b>	\$8,935.50

Customer Signature \_\_\_\_\_



2023-32

WHEREAS, The County of Shelby, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Shelby, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

LAKEWOOD TOWNSHIP

PERMANENT PARCEL NUMBER: 0918-07-20-401-006

As described in certificate(s) : 201900063 sold November 2020

and it appearing to the County Board that it is in the best interest of the County to dispose of its interest in said property.

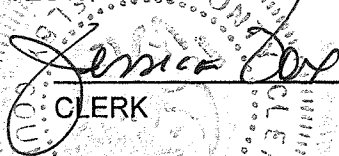
WHEREAS, Kenneth Langston, has bid \$2,000.00 for the County's interest, such bid having been presented to the County Board at the same time it having been determined by the County Board and the Agent for the County, that the County shall receive from such bid \$1,442.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$77.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,000.00.

WHEREAS, your County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS, that the Chairman of the Board of Shelby County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$1,442.25 to be paid to the Treasurer of Shelby County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 10<sup>th</sup> day of August, 2023  
Voice

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER



2023 - 33

WHEREAS, The County of Shelby, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Shelby, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

HERRICK TOWNSHIP

PERMANENT PARCEL NUMBER 0723-16-15-405-003

As described in certificates(s) : 201900047 sold November 2020

and it appearing to the County Board that it is in the best interest of the County to dispose of its interest in said property.


WHEREAS, James Carlock, has bid \$3,500.00 for the County's interest, such bid having been presented to the County Board at the same time it having been determined by the County Board and the Agent for the County, that the County shall receive from such bid \$2,567.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$77.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$3,500.00.

WHEREAS, your County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS, that the Chairman of the Board of Shelby County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$2,567.25 to be paid to the Treasurer of Shelby County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 10<sup>th</sup> day of August, 2023  
*voice*

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER



2023-34

WHEREAS, The County of Shelby, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Shelby, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

HERRICK TOWNSHIP

PERMANENT PARCEL NUMBER: 0723-16-17-303-004

As described in certificates(s) : 201900049 sold November 2020

and it appearing to the County Board that it is in the best interest of the County to dispose of its interest in said property.

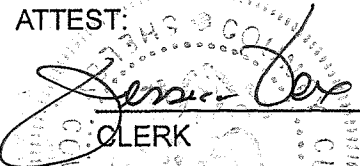
WHEREAS, Steve Seaton, has bid \$3,000.00 for the County's interest, such bid having been presented to the County Board at the same time it having been determined by the County Board and the Agent for the County, that the County shall receive from such bid \$2,192.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$77.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$3,000.00.

WHEREAS, your County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS, that the Chairman of the Board of Shelby County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$2,192.25 to be paid to the Treasurer of Shelby County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 10<sup>th</sup> day of August, 2023  
*Voice*

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER



2023-35

WHEREAS, The County of Shelby, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Shelby, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

RICHLAND TOWNSHIP

PERMANENT PARCEL NUMBER: 1614-35-13-312-002

As described in certificates(s) : 201900122 sold November 2020

and it appearing to the County Board that it is in the best interest of the County to dispose of its interest in said property.

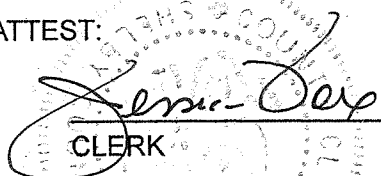
WHEREAS, Tucker Teubel, has bid \$900.00 for the County's interest, such bid having been presented to the County Board at the same time it having been determined by the County Board and the Agent for the County, that the County shall receive from such bid \$373.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$77.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$900.00.

WHEREAS, your County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS, that the Chairman of the Board of Shelby County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$373.00 to be paid to the Treasurer of Shelby County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 10<sup>th</sup> day of August, 2023  
Voice

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER



2023-36

WHEREAS, The County of Shelby, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Shelby, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

SHELBYVILLE TOWNSHIP

PERMANENT PARCEL NUMBER 2013-07-18-303-008

As described in certificates(s) : 201900155 sold November 2020

and it appearing to the County Board that it is in the best interest of the County to dispose of its interest in said property.

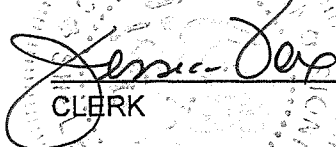
WHEREAS, Decatur Industrial Reuse Limited, Nathan Czuba, has bid \$2,879.00 for the County's interest, such bid having been presented to the County Board at the same time it having been determined by the County Board and the Agent for the County, that the County shall receive from such bid \$2,101.50 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$77.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,879.00.

WHEREAS, your County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS, that the Chairman of the Board of Shelby County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$2,101.50 to be paid to the Treasurer of Shelby County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 10<sup>th</sup> day of August, 2023  
Voice

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-23-005



2023-37

WHEREAS, The County of Shelby, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Shelby, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

SHELBYVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 2072-00-00-000-014

As described in certificates(s) : 201900182 sold November 2020

and it appearing to the County Board that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Gary Purcell, has bid \$828.01 for the County's interest, such bid having been presented to the County Board at the same time it having been determined by the County Board and the Agent for the County, that the County shall receive from such bid \$301.01 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$77.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$828.01.

WHEREAS, your County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS, that the Chairman of the Board of Shelby County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$301.01 to be paid to the Treasurer of Shelby County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll-call vote this 10<sup>th</sup> day of August, 2023  
voice

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

FISCAL YEAR 2023 – 2024 LIQUOR LICENSES ISSUED TO:

2023-01	OAK TERRACE Beyers Lake Estates, Inc. 100 Beyers Road Pana, IL. 62557 539-4477	OCONEE TOWNSHIP - \$750 Class Three Resort License
2023-02 2023-03	VAHLING VINEYARDS Dennis Vahling 2683 County Hwy 6 Stewardson, IL 62463 682-5409	PRAIRIE TOWNSHIP- \$1500 Class Four Wine-Maker License Class Seven Banquet Hall License
2023-04	TWILIGHT DISTILLERY, LLC Dennis Vahling 2685 E County Hwy 6 Stewardson, IL 62463	PRAIRIE TOWNSHIP - \$750 Class Eight Craft Distillers License
2023-05	CASTAWAYS AT COON CREEK, LLC Robert and Lora Taira 1643 County Hwy 42 Shelbyville, IL 62565 217-454-4267	OKAW TOWNSHIP - \$750 Class One Beer License
2023-06 2023-07	WILLOW RIDGE WINERY LLC Doris Bowers & Robert LaZear 1786 N 1475 East Rd Shelbyville, IL 62565 549-0889 (Doris cell)	RIDGE TOWNSHIP – \$1500 Class Four Winemakers License Class Seven Banquet Hall License
2023-08	JACKI'S GAMING, LLC Kyle Hudson & John Pogue 1988 ½ State Hwy 16 East Shelbyville, IL 62565 217-306-5958	SHELBYVILLE TOWNSHIP - \$750 Class Five Restaurant - B
2023-9	RODEMS GOLF MANAGEMENT d/b/a Eagle Creek Golf Course 2341 Eagle Creek Road Findlay, IL 62534-4138 217-756-5550	OKAW TOWNSHIP - \$750 Class Six Golf Course License
2023-10	GREGORY'S LODGING & GENERAL STORE Richard and Mary Fafara 1504 N 2070 East Rd Shelbyville, IL 62565	OKAW TWP - \$750 Class One Beer License

License 9/01/2023 to 11/30/2024 – due to change in County fiscal year

2023 - 38

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

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

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

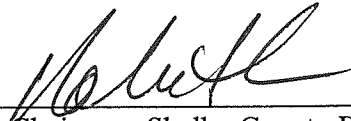
WHEREAS, there have been trustees appointed for the said fire protection district and KATIE MILLER has resigned her position as trustee, and

WHEREAS, LINDA MCBEE has consented to serve as trustee, and

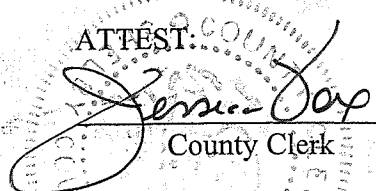
WHEREAS, the Chairman of the County Board has appointed LINDA MCBEE to serve a full three year term as trustee commencing the first Monday in August, 2023, and directed that, prior to that time, she file with the Shelby County Circuit Clerk her bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

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

PASSED AND APPROVED this 10<sup>th</sup> day of August, 2023

  
\_\_\_\_\_  
Chairman, Shelby County Board

ATTEST:

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

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

IN THE MATTER OF  
HERRICK FIRE PROTECTION  
DISTRICT

)  
)  
)

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

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, LINDA MCBEE as Principal, and  
Amy Black and Megan Miller  
as sureties, of the County of Shelby and State of Illinois, be bound to the People of the State of  
Illinois in the penal sum of Five Hundred Dollars (\$500.00).

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

WITNESS our hands and seals this 27 day of July, 20 23

Linda MCBee  
Principal  
Amy Black  
Surety  
Megan Miller  
Surety

STATE OF ILLINOIS     )  
COUNTY OF SHELBY    ) ss.

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

Given under my hand and Notarial Seal this 27 day of July, 20 23.

Marilyn L. Bruns  
Notary Public



OATH OF OFFICE

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

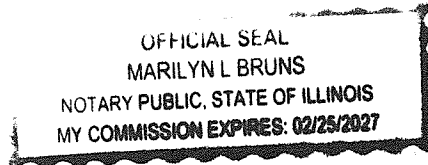
DATED this 27 day of July, 2023.

Linda McB

SUBSCRIBED AND SWORN TO before me

this 27 day of July, 2023.

Marilyn L. Bruns  
Notary Public



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

[Signature]

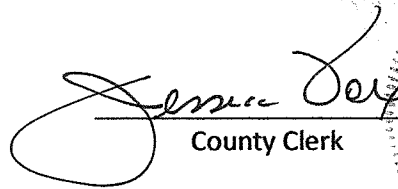
Chairman, Shelby County Board

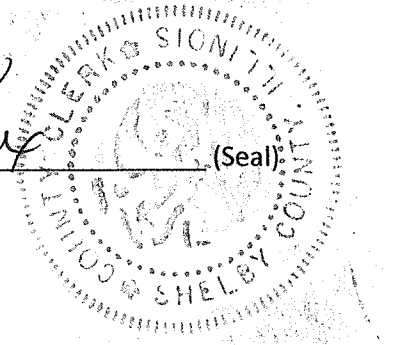
IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT  
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF )  
THE HERRICK FIRE PROTECTION DIST ) NO. \_\_\_\_\_

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of SHELBY County, Illinois, do hereby certify that LINDA MCBEE  
(A RESIDENT OF SHELBY COUNTY) was appointed by the Chairman of the County Board, to fill the  
UNEXPIRED TERM of Katie Miller as trustee of the HERRICK FIRE PROTECTION DISTRICT whose three year  
term began on the first Monday in August, 2023, and that the said appointment was approved by  
the County Board on the 10<sup>th</sup> day of August, 2023.

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



APPOINTMENT OF TRUSTEE FOR  
THE HERRICK FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (4) (B), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint LINDA MCBEE as Trustee for the HERRICK FIRE PROTECTION DISTRICT with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in August, 2023, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 10<sup>th</sup> Day of August 2023

  
Chairman County Board

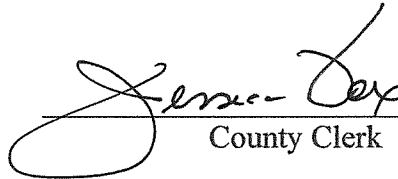
IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT  
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF )  
THE HERRICK FIRE PROTECTION DIST ) NO. \_\_\_\_\_

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that LINDA MCBEE was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE HERRICK FIRE PROTECTION DISTRICT beginning on the first Monday in August, 2023, and that said appointment was approved by the County Board of Shelby County on the 10<sup>th</sup> day of August, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 10<sup>th</sup> day of August, 2023

  
County Clerk

