

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

DELBLY COUNTY

July 13, 2023 REGULAR MEETING

		ROLL CALL			QUESTIONS									
		MILEAGE	7/13/2023 P.M.	7/13/2023 P.M.	Closed Session ON MOTIONS TO		Re-enter ON MOTIONS TO Open Session		Tabled Addition ON MOTIONS TO at Asst. SA		SO/So Petition ON MOTIONS TO Ash Grove		Eng Ag with ON MOTIONS TO Gonzalez	
COUNTY BOARD MEMBERS					AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BENNETT, MARK	34	✓		✓		✓			1	✓		✓	
	BOEHM, TERESA		✓		✓		✓		1		✓		✓	
	BRANDS, CODY	24	✓		✓		✓			2	✓		✓	
	BROWN, TIM	41	✓		✓		✓			3	✓		✓	
	COLE, CAROL	0	✓		✓		✓		2		✓		✓	
	DAVIS JR, CHARLES	48	A		_____									
	EDWARDS, JULIE	0	✓		✓		✓			4	✓		✓	
	FIRNHABER, MARTHA	0	✓		✓		✓			5	✓		✓	
	HARDY, CLAY	20	A		_____									
	KESSLER, MATT	44	✓		✓		✓			6	✓		✓	
	MARTIN, ANNETTE	44	✓		✓		✓		3		✓		✓	
	MAYHALL, TAD	14	A		_____									
	MCCORMICK, HEATH		✓		✓		✓			7	✓		✓	
	MORSE, TIM	0	✓		✓		✓		4		✓		✓	
	NELSON, LORI	54	✓		✓		✓			8	✓		✓	
	OGDEN, DAVID		✓		✓		✓			9	✓		✓	
	ORMAN, ROBERT	34	✓		✓		✓			10	✓		✓	
	ROSS, SONNY	24	✓		✓		✓			11	✓		✓	
	SHUFF, MITCHELL	10	✓		✓		✓			12	✓		✓	
	TATE, DON	40	✓		✓		✓			13	✓		✓	
	WALLACE, BRENT	50	✓		✓		✓			14	✓		✓	
	WILLIAMS, JEREMY		✓		✓		✓			15	✓		✓	

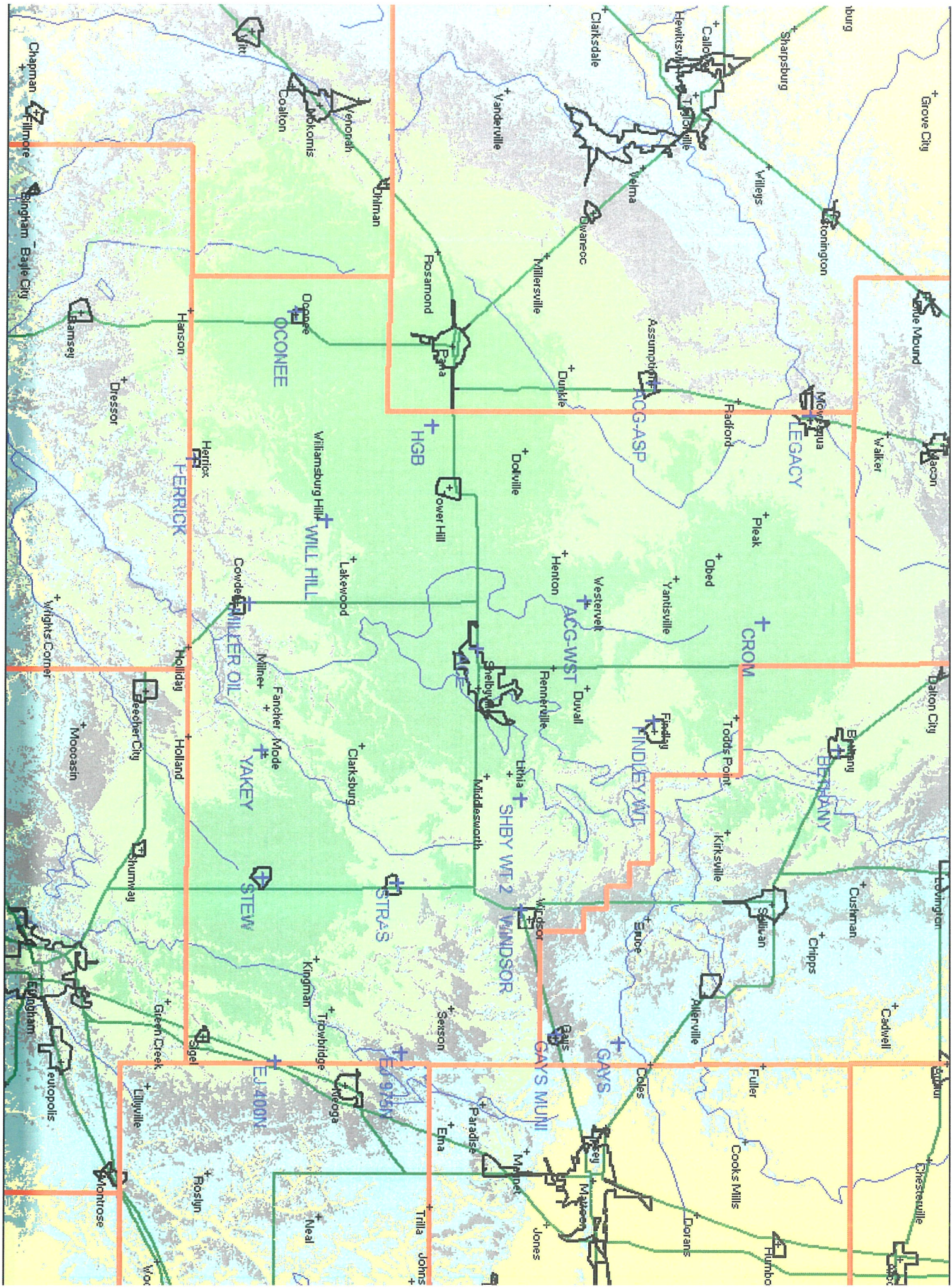
July 13, 2023

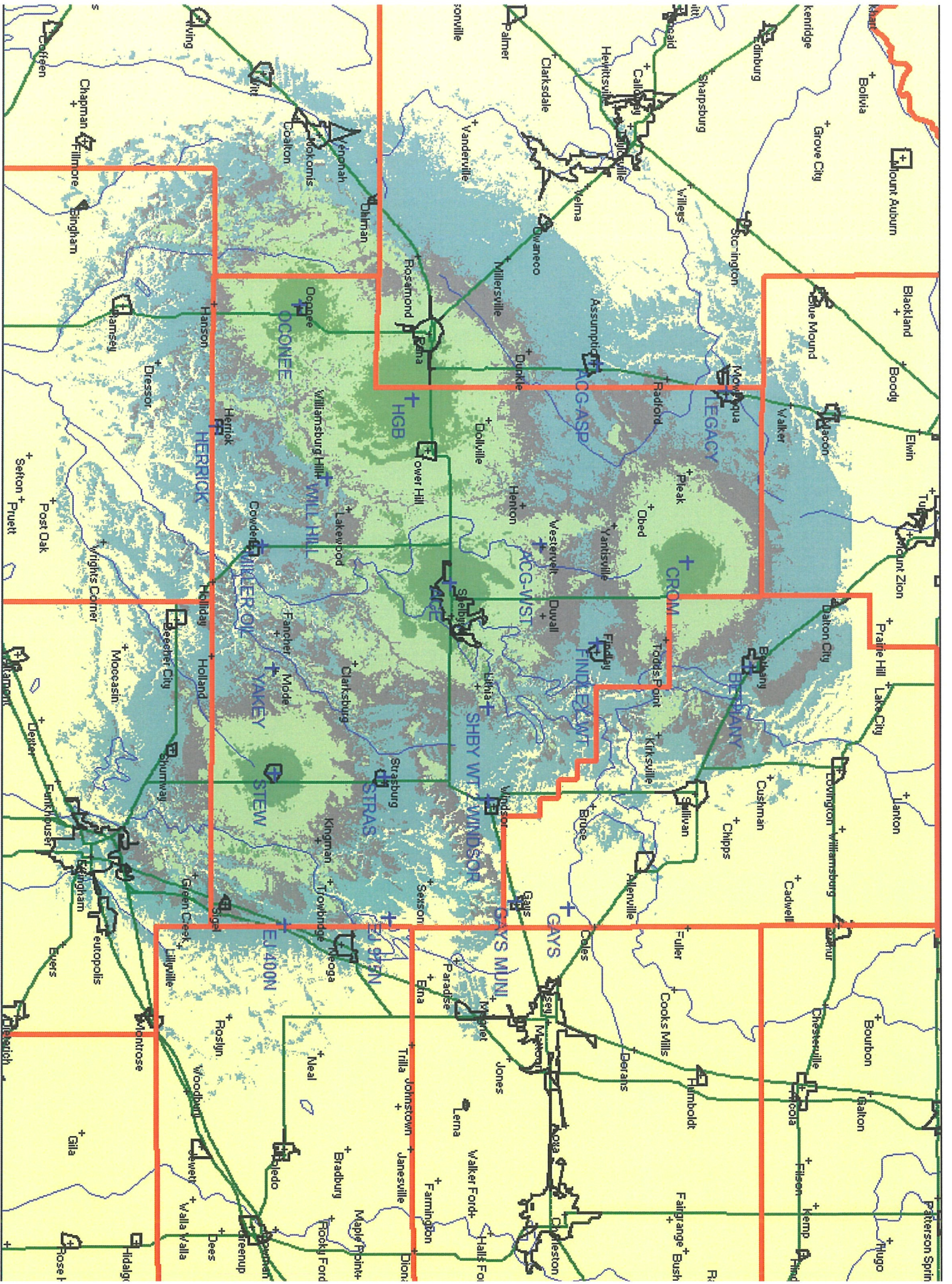
REGULAR MEETING

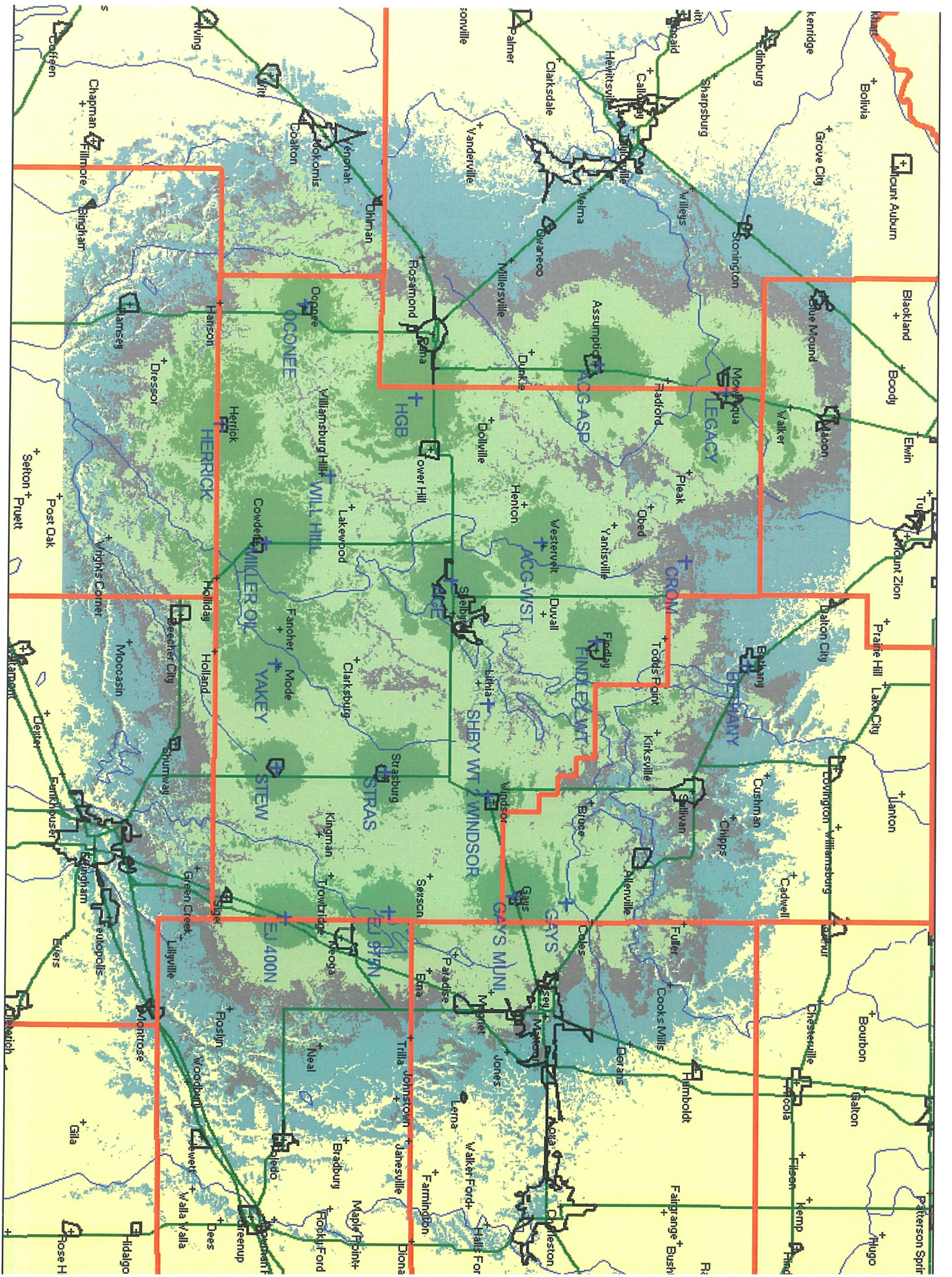
		ROLL CALL			QUESTIONS									
			1 / 2023	1 / 2023	Salary Increase ON MOTIONS TO Public Defender	Sheriff	SCCS Storage ON MOTIONS TO lease 6,000. per year	CIC bid ON MOTIONS TO electronic timekeeping 23,895	Approval of ON MOTIONS TO Claims					
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BECKETT, MARK	34			✓		✓		1		✓			
	BOEHM, TERESA				✓		✓			1	✓			
	BRANDS, CODY	24			✓		✓		2		✓			
	BROWN, TIM	41			✓		✓		3		✓			
	COLE, CAROL	0			✓		✓			2	✓			
	DAVIS JR, CHARLES	48			<hr/>									
	EDWARDS, JULIE	0			✓		✓			3	✓			
	FIRNHABER, MARTHA	0			✓		✓		4		✓			
	HARDY, CLAY	20			<hr/>									
	KESSLER, MATT	44			✓		✓		5		✓			
	MARTIN, ANNETTE	44			✓		✓		6		✓			
	MAYHALL, TAD	14			<hr/>									
	MCCORMICK, HEATH				✓		✓		7		✓			
	MORSE, TIM	0			✓		✓			4	✓			
	NELSON, LORI	54			✓		✓		Abstain		✓			
	OGDEN, DAVID				✓		✓		8		✓			
	ORMAN, ROBERT	34			✓		✓		9		✓			
	ROSS, SONNY	24			✓		✓		10		✓			
	SHUFF, MITCHELL	10			✓		✓		11		✓			
	TATE, DON	40			✓		✓		12		✓			
	WALLACE, BRENT	50			✓		✓			5	✓			
	WILLIAMS, JEREMY				✓		✓		13		✓			

QTY	TEM	PER	EXT
1	ADDITIONAL MASTER TX/RX SITE	50000	50000
5	ADDITIONAL TX/RX SITE	49000	245000
5	RX ONLY SITE	38000	190000
1	MOVE CROMWELL	7500	7500
6	DEPARTMENT REPROG	2500	15000
7	=CC (6 NEW AND MOVE CROMWELL)	1250	8750
11	ADD GENERATOR X'FER SWITCH TO NEW CABINETS	750	8250
6	TX OUTDOOR CABINET (ACTUAL COUNT TBD)	8800	52800
5	RX OUTDOOR CABINET (ACTUAL COUNT TBD)	4500	22500

599800







Ash Grove 50/50
3050 E Rd.

FILED
JUL 11 2023

Gene Cox
SHELBY COUNTY CLERK

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____
PETITION _____
AGREEMENT _____

DO HEREBY RECOMMENDED APPROVAL OF SAME BY THE
COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

Petition of County Aid

To Build or Repair Bridge, Culvert or Drainage Structure

STATE OF ILLINOIS

County of Shelbyville, IL

Road District of Ash Grove Township

To the County Board of Shelbyville County, Illinois

Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissioner of Ash Grove Township in said County, would respectfully requests:

Location: TR 354 at a point within the SE 1/4 of the NW 1/4 of Section 19, R6E, T11N, 3PM 3 1/2 miles south of Windsor, IL Replace a 60" x 36" x 26.5' concrete culvert with a 54" x 35' Arch-shaped CMP. Pipe : 54" x 35' Arch-shaped CMP = \$4,691.75.00 Labor, Eqipt. Mat'l = \$2,035.68 TOTAL = \$6,727.43

in said road district, which the road district is responsible.

The anticipated cost of the proposed project will be \$6,727.43 Dollars, which sum will be more than 0.02% of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half the amount required.

Being duly sworn, on oath says that this affidavit attached is necessary and that the sum will not be more expensive than is needed for the purpose required.

Date at Shelby Co. Highway Dept. , this 7th day of June 20 23

Brian Anderson

Brian Anderson Highway Commissioner

Road and Bridge Committee Approval

The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by Ash Grove Township, for the proposed project which has an anticipated cost of \$6,727, which the county will provide one half of the expenses from the "County Bridge Fund".

This application is hereby accepted to on this 13th day of July, 20 23

J Matthew Fenck Road and Bridge Committee Chairman

County Board Approval

This application is hereby accepted to on this 13th day of July, 20 23

Jessie Cox County Clerk

County Board Chair

Existing Pipe = 5' x 3' x 26 1/2' - concrete box culvert

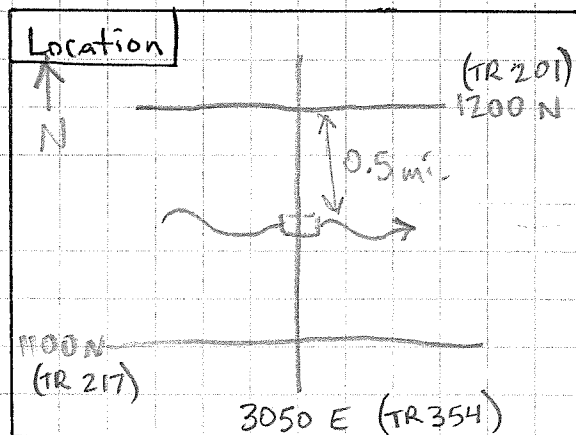
↳ 15 ft² opening

Roadway Width = 16' shoulder to shoulder
35' ditch to ditch

Cover @ Centerline = F_L to F_L = 6'6" or 78"

Proposed Pipe = (1) 64" x 43" x 35' Arch CMP
↳ 15.9 ft² opening
↳ leaves of cover

Township = Ash Grove Twp.



Est. of Cost

Pipe = \$4,691.75

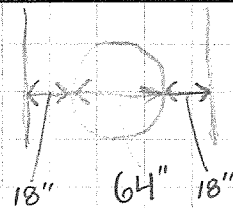
Labor = 8 hrs Hi-Hoc @ \$147.70/hr = \$1,181.60
8 hrs Tandem @ \$50.51/hr = \$404.08

Materials = 45 tons of CA-06 @ \$10/ton = \$450

Total = \$6,727.43

Trench Bucket

Road Width = 16'
Trench Width = 8.5'
Depth = 6.5'
Drainage Opening = 15.9 ft²
 $[(8.5' \times 6.5') - 15.9 \text{ ft}^2] \times 18'$
27



= 26.23 yd³
x 1.8 ton/yd³
47.22 tons

say... 3 loads
45 tons

Qualifies

Ash Grove 50/50 threshold = \$3,877.01

Ash Grove Township, 3050 E. Rd. approx.. 1/2 mile south of 1200 N. Rd.



View along centerline, facing south



View on upstream side, facing southwest

Concrete walls have eroded, exposing reinforcement and allowing fill material to escape from roadway

Corp. of Eng.
CH 3 easement

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION ✓
PETITION _____
AGREEMENT _____

FILED
JUL 11 2023
Jessie Jones
SHELBY COUNTY CLERK

DO HEREBY RECOMMENDED APPROVAL OF SAME BY THE
COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

Matthew Kesler

Clay Hoadley

Chris Jones

RESOLUTION NO.

2023-28

WHEREAS, THE Shelby County Highway Department needs to renew the following twenty-five (25) year-term easements for the continued construction, operations, and maintenance of County Highway 3 and associated roadway structures, originally issued by the Army Corp. of Engineers: DACW43-2-98-7 effective February 18, 1998, DACW43-2-98-8 effective February 18, 1998, and DACW43-2-98-25 effective May 20, 1998.

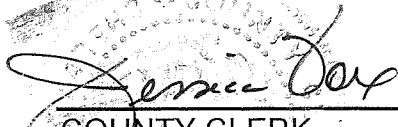
WHEREAS, THE easement named DACW43-2-23-033 supersedes the easements listed above, and will be granted for a term of fifty (50) years,

WHEREAS, BE IT RESOLVED that the County Board Authorizes the Chairman of the County Board, Bobby Orman, to act as the signatory for the easement,

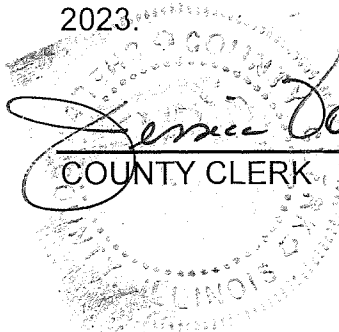
**STATE OF ILLINOIS)
COUNTY OF SHELBY) SS**

I Jessica Fox County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on July 13, 2023.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 13th day of July A.D. 2023.



COUNTY CLERK



**DEPARTMENT OF THE ARMY
EASEMENT FOR ROADWAY
LOCATED ON
LAKE SHELBYVILLE PROJECT
SHELBY COUNTY HIGHWAY DEPARTMENT
SHELBY AND MOULTRIE COUNTY, IL**

THIS EASEMENT, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, acting by and through the duly warranted Real Estate Contracting Officer, St Louis District, hereinafter referred to as the "Grantor", under and by the virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to the **Shelby County Highway Department**, acting by and through the County of Shelby, hereinafter referred to as the "Grantee", an easement for the **continued construction, operations, and maintenance of a roadway and associated roadway structures**, identified as portions of County Highway 3 and a portion of County Road 2300 East, said roads hereinafter referred to as the facilities, over, across, in and upon the lands of the United States, Lake Shelbyville Project, described as two (2) parcels of land totaling 0.125 acres located in a part of the Southwest 1/4, of Section 36, Township 13 North, Range 4 East of the Third Principal Meridian, Moultrie County, Illinois on Tract 1002, and one (1) parcel of land totaling 0.224 acres located in a part of the Southwest 1/4 of Section 31, Township 13 North, Range 5 East of the Third Principal Meridian, Moultrie County, Illinois on Tracts 1014 and 1018, and one (1) parcel of land totaling 0.185 acres located in a part of the Southwest 1/4, of Section 31, Township 13 North, Range 5 East of the Third Principal Meridian, Moultrie County, Illinois on Tract 1018, and one (1) parcel of land totaling 0.006 acres located in a part of the Southeast 1/4, of Section 31, Township 13 North, Range 5 East of the Third Principal Meridian, Moultrie County, Illinois on Tract 1015, and two (2) parcels of land totaling 0.381 acres located in a part of the Southwest 1/4 of the Southeast 1/4, of Section 35, Township 13 North, Range 4 East of the Third Principal Meridian, Shelby County, Illinois, on Tract 603-2, and one (1) parcel of land totaling 0.201 acres located in a part of the Northwest 1/4, of Section 6, Township 12 North, Range 5 East of the Third Principal Meridian, Shelby County, Illinois on Tract 628-2, and two (2) parcels of land totaling 1.89 acres located in a part of the Northwest Quarter of Section 1 and the Northeast Quarter of Section 2, in Township 11 North, Range 4 East of the Third Principal Meridian, in Shelby County, Illinois on Tracts 155 and 156, with a total of 3.01 acres, more or less, as identified more particularly in **Exhibit "A-1", "A-2", "A-3", and Exhibit "B-1" through "B-10"**, all of which is hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is hereby granted for a term of **fifty (50) years**, beginning the date of execution and lasting for fifty years later, so long as the Grantee remains in compliance with all of the conditions of this easement.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation and maintenance of a **public roadway and associated structures** within the **Premises** for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. ADMINISTRATIVE AND MONITORING EXPENSES

This roadway easement is subject to the right of the United States to collect funds necessary to cover the issuance, administrative, and monitoring expenses from the Grantee under the authority of 10 U.S.C. 2695; these expenses may include future modifications, alterations, expansions, renovations, operational changes, or other events involving the Facilities which would result in additional expense to the Government in fulfillment of its oversight responsibilities under this easement.

4. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to **Shelby County Highway Department, 1590 State Highway 16, Shelbyville, IL 62565** and, if to the Grantor, to the **Chief, Real Estate Division, U.S. Army Corps of Engineers, St. Louis District, 1222 Spruce Street, St. Louis, MO 63103-2833**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

5. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Grantor", "Chief, Real Estate Division", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

6. SUPERVISION BY THE GRANTOR

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense

to the United States and subject to the approval of the Grantor, St. Louis District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

7. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located, including but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's).

8. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

9. INSPECTION AND REPAIRS

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

10. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises and/or to make any other

use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

12. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as the Grantor may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of the right-of-way herein granted.

13. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE GRANTOR** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

14. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

15. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

16. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the

activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

17. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) Report may be required by the Secretary upon expiration, revocation, or termination of this easement to assess and document the environmental condition of the property at that time, if the need is warranted. This report/assessment will assist in determining any environmental remediation requirements that would need to be completed by the Grantee. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

18. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

19. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

20. RESTORATION

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

21. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

22. EXECUTIVE ORDER 13706

It has been determined this easement is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean

Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

24. SITE SPECIFIC CONDITIONS

- a. Future maintenance plans shall be submitted to the St. Louis District, Real Estate Division, and shall be approved in writing by the Grantor prior to start of work.
- b. The Grantee shall ensure that, prior to any maintenance activities being performed, all applicable environmental compliance is accomplished, including obtaining any necessary permits pursuant to Section 404 of the Clean Water Act, or other required permits.
- c. Grantee is responsible for erosion control on easement lands.
- d. All easement lands will be kept free of encroaching woody vegetation. Only mechanical and/or hand clearing methods of vegetation control will be authorized. No chemical application will be permitted on easement lands.

THIS EASEMENT supersedes easement numbers: DACW43-2-98-7, effective 18 February 1998, DACW43-2-98-8, effective 18 February 1998, and DACW43-2-98-25, effective 20 May 1998.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this _____ day of _____, 2023.

US ARMY CORPS OF ENGINEERS

JENNIFER WILSON
Real Estate Contracting Officer (RECO)
Chief, Management and Disposal Branch

THIS EASEMENT is also executed by the Grantee this 13th day of July, 2023.

**SHELBY COUNTY HIGHWAY DEPT.
SHELBY COUNTY, ILLINOIS**




BOBBY ORMAN
County Board Chairman

CERTIFICATE OF AUTHORITY

I, Jessica Fox (Name), certify that I am the Shelby Co. Clerk (Title) of **Shelby County, Illinois**, that **Bobby Orman**, who signed the foregoing instrument on behalf of the Grantee was then the **County Board Chairman of Shelby County, Illinois**. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the Grantee in executing said instrument.

July 13, 2023
Date

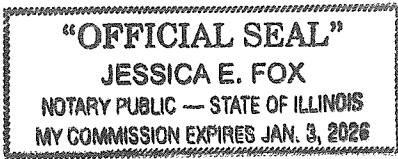

Clerk or Appropriate Official

ACKNOWLEDGMENT

STATE OF Ill.)
)ss
COUNTY OF Shelby)

BEFORE ME, a Notary Public in and for Shelby County, personally appeared **Bobby Orman**, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the said instrument for the purposes therein expressed.

GIVEN under my hand and seal, this 13th day of July, 2023.



Jessica E Fox
NOTARY PUBLIC

My commission expires on the 3rd day of January, 2026.

ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss
CITY OF ST. LOUIS)

BEFORE ME, a Notary Public in and for St. Louis City, personally appeared **Jennifer Wilson (RECO)**, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

GIVEN under my hand and seal, this _____ day of _____, 2023.

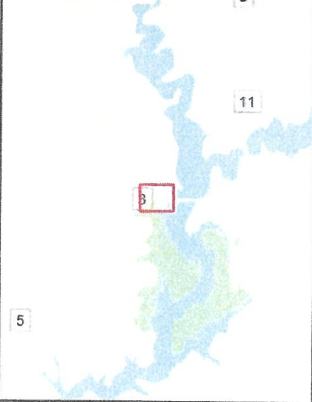
NOTARY PUBLIC

My commission expires on the _____ day of _____, _____.

EXHIBIT "A-1"

Shelby County Highway Department

DACW43-2-23-033 - Roadway Easement - (Exhibit A-1) Locations 1-4 of 10
Tract 603-2, Section 35, Township 13 North, Range 4 East, Shelby County, IL and Tract 1002,
Section 36, Township 13 North, Range 4 East of the 3rd Principal Meridian, Moultrie County, IL



Legend

- DACW43-2-23-033 Shelby Co Hwy
- County Boundary
- USACE Property Boundary

2023

Coordinate System
NAD 1983 UTM Zone 16N

Esri Community Maps Contributors, ©
OpenStreetMap, Microsoft, Esri, HERE,
Garmin, SafeGraph, GeoTechnologies, Inc.
METNUSA, USGS, EPA, NPS, US Census
Bureau, USDA, Esri, HERE, Garmin,
SafeGraph, FAO, METNUSA, USGS, EPA,
NPS, Maxar

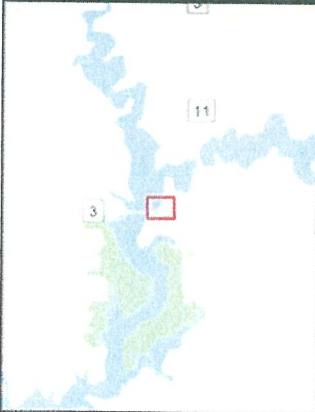
0 0.07 0.15 Mi

0 0.13 0.25 Km




EXHIBIT "A-2"

Shelby County Highway Department

DACW43-2-23-033 - Roadway Easement - (Exhibit A-2) Locations 5-8 of 10
Tract 1014, 1015 & 1018, Section 31, Township 13 North, Range 5 East, Moultrie County, IL and
Tract 628-2, Section 6, Township 12 North, Range 5 East of the 3rd Principal Meridian, Shelby County, IL



Legend

-  DACW43-2-23-033 Shelby Co Hwy
-  County Boundary
-  USACE Property Boundary

2023
Coordinate System:
NAD 1983 UTM Zone 16N

Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoEye, AeroMap, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, Maxar

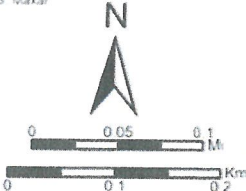
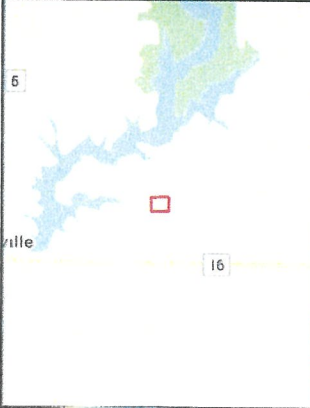
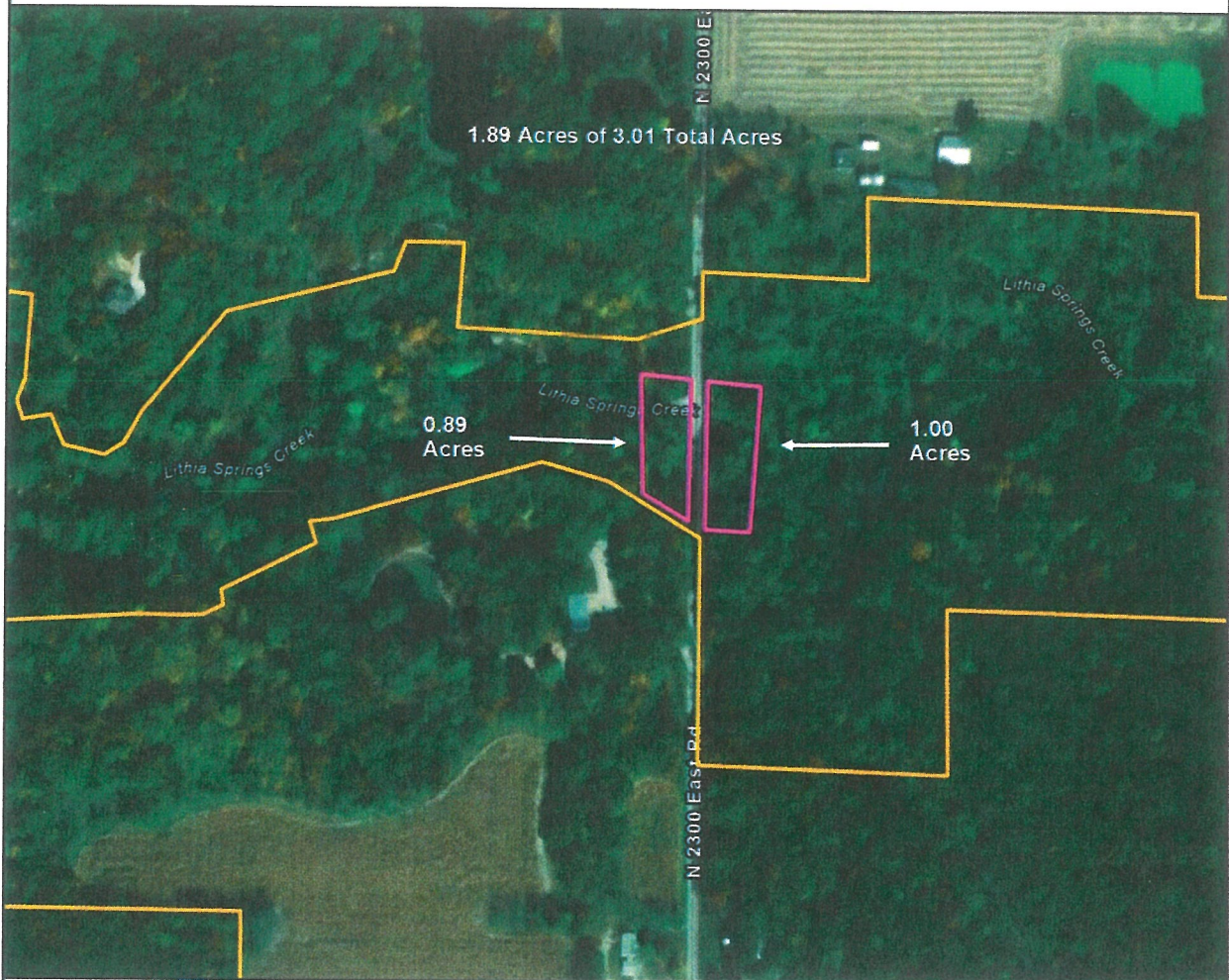


EXHIBIT "A-3"

Shelby County Highway Department

DACW43-2-23-033 - Roadway Easement - (Exhibit A-3) Locations 9-10 of 10
Tract 155, Section 2, Township 11 North, Range 4 East and
Tract 156, Section 1, Township 11 North, Range 4 East of the 3rd Principal Meridian, Shelby County, IL



Legend

-  DACW43-2-23-033 Shelby Co Hwy
-  USACE Property Boundary

2023
Coordinate System:
NAD 1983 UTM Zone 16N

Esri Community Maps Contributors. © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc. METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, Maxar

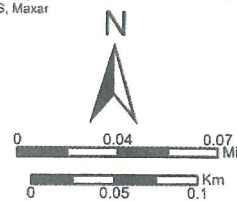


EXHIBIT "B-1"

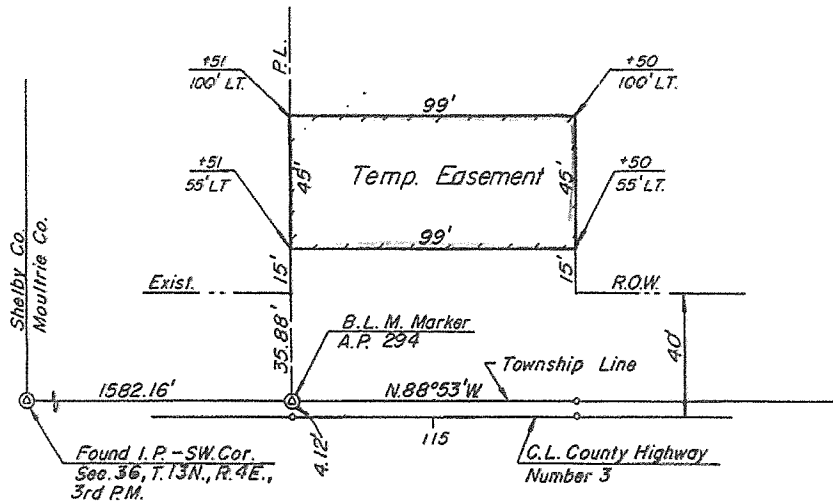
Section 95-00245-00-RS
 Road Number F.A.S. 642
 Shelby County Highway No. 3
 Job No. C-95-052-97

Robert L. Cox
 Professional Land Surveyor
 Findlay, Illinois

Right of Way Plat

A part of the Southwest 1/4, of Section 36, Township 13 North, Range 4 East of the Third Principal Meridian, Moultrie County, Illinois, described as follows: commencing at the Southwest corner of said Section 36; thence East 1582.16 feet along the township line to a point 4.12 feet left of centerline station 114+51; thence North 50.88 feet to a point 55 feet left of centerline station 114+51, the point of beginning; thence North 45 feet to a point 100 feet left of centerline station 114+51; thence East 99 feet to a point 100 feet left of centerline station 115+50; thence South 45 feet to a point 55 feet left of centerline station 115+50; thence West 99 feet to the point of beginning.

Department of the Army, U.S.A.
 Part of the SW 1/4, of Section 36, T.13N., R.4E., 3rd P.M., Moultrie Co., IL.
 (Temporary easement area required = 0.102 ac ±)



Surveyor's Certificate
 I, Robert L. Cox, Illinois Professional Land Surveyor Number 2442, do hereby certify that I have made a survey of the described tract of land, and that this plat correctly represents the results of said survey conducted for the Shelby County Highway Department, in the month of April 1997.

[Signature]
 Robert L. Cox
 Illinois Professional Land
 Surveyor Number 2442

April 14, 1997 EXHIBIT 1

North
 Scale: 1" = 40'

Contract No. DACW43-2-98-7

EXHIBIT "B-2"

Section 95-00245-00-RS
 Road Number F.A.S. 642
 Shelby County Highway No. 3
 Job No. C-95-052-97

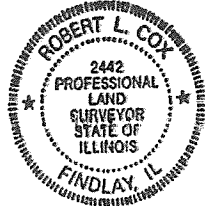
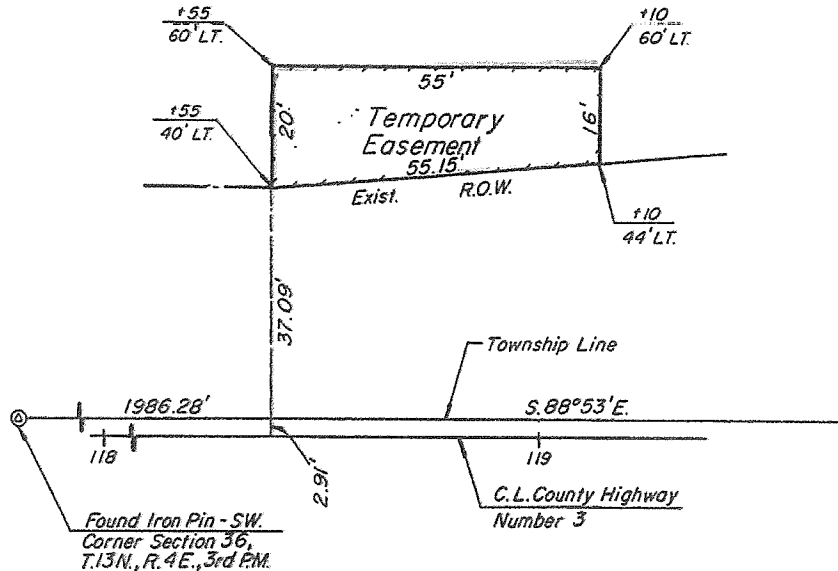
Robert L. Cox
 Professional Land Surveyor
 Findlay, Illinois

Right of Way Plat

A part of the Southwest 1/4, of Section 36, Township 13 North, Range 4 East of the Third Principal Meridian, Moultrie County, Illinois, described as follows: commencing at the Southwest corner of said Section 36; thence East 1986.28 feet along the township line to a point 2.91 feet left of centerline station 118+55; thence North 37.09 feet to a point 40 feet left of centerline station 118+55, the point of beginning; thence North 20 feet to a point 60 feet left of centerline station 118+55; thence East 55 feet to a point 60 feet left of centerline station 119+10; thence South 16 feet to a point 44 feet left of centerline station 119+10; thence Southwesterly 55.15 feet to the point of beginning.

Department of the Army, U.S.A.

Part of the SW 1/4, of Section 36, T.13N., R.4E., 3rd P.M., Moultrie Co., IL.
 (Temporary easement area required = 0.023 ac.±)



Surveyor's Certificate
 I, Robert L. Cox, Illinois Professional Land Surveyor Number 2442, do hereby certify that I have made a survey of the described tract of land, and that this plat correctly represents the results of said survey conducted for the Shelby County Highway Department, in the month of April 1997.

April 14, 1997

[Signature]
 Robert L. Cox
 Illinois Professional Land
 Surveyor Number 2442

EXHIBIT 2

North
 Scale: 1" = 20'

EXHIBIT "B-3"

Section 95-00245-00-RS
 Road Number F.A.S. 642
 Shelby County Highway No. 3
 Job No. C-95-052-97

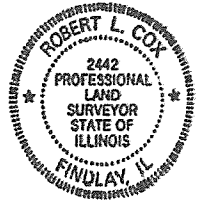
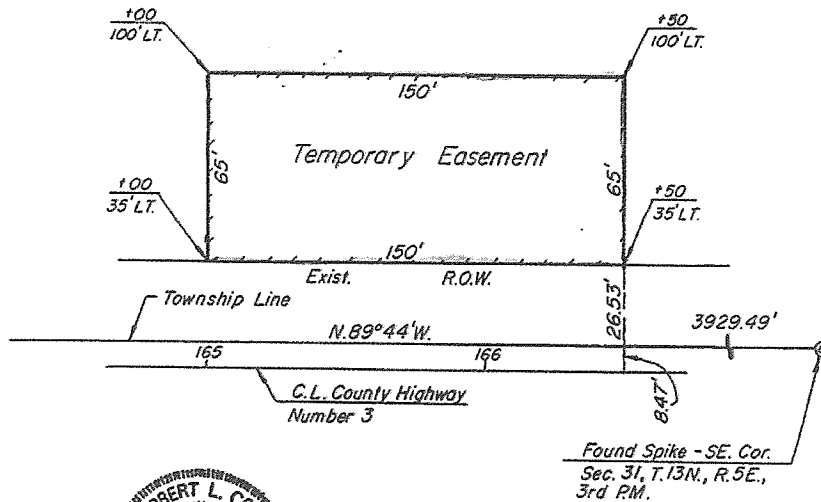
bert L. Cox
 Professional Land Surveyor
 Findlay, Illinois

Right of Way Plat

A part of the Southwest 1/4, of Section 31, Township 13 North, Range 5 East of the Third Principal Meridian, Moultrie County, Illinois, described as follows: commencing at the Southeast corner of said Section 31; thence West 3929.49 feet along the township line to a point 8.47 feet left of centerline station 166+50; thence North 26.53 feet to a point 35 feet left of centerline station 166+50, the point of beginning; thence North 65 feet to a point 100 feet left of centerline station 166+50; thence West 150 feet to a point 100 feet left of centerline station 165+00; thence South 65 feet to a point 35 feet left of centerline station 165+00; thence East 150 feet to the point of beginning.

Department of the Army, U.S.A.

Part of the SW 1/4, Section 31, T.13N., R.5E., 3rd P.M., Moultrie Co., IL.
 (Temporary easement area required = 0.224 ac.±)



Surveyor's Certificate
 I, Robert L. Cox, Illinois Professional Land Surveyor Number 2442, do hereby certify that I have made a survey of the described tract of land, and that this plat correctly represents the results of said survey conducted for the Shelby County Highway Department, in the month of April 1997.

[Signature]
 Robert L. Cox
 Illinois Professional Land
 Surveyor Number 2442

April 14, 1997

EXHIBIT 3

North
 Scale: 1" = 40'

Contract No. DACW43-2-98-7

EXHIBIT "B-4"

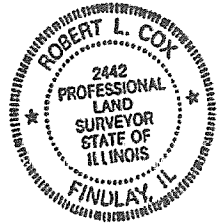
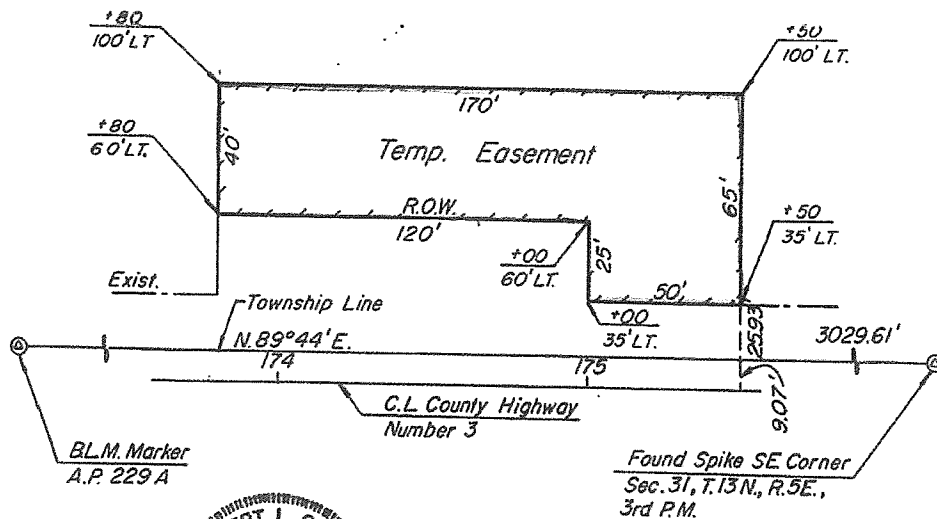
SECTION 31-0023-00410
 Road Number F.A.S. 642
 Shelby County Highway No. 3
 Job No. C-95-052-97

ROBERT L. COX
 Professional Land Surveyor
 Findlay, Illinois

Right of Way Plat

A part of the Southwest 1/4, of Section 31, Township 13 North, Range 5 East of the Third Principal Meridian, Moultrie County, Illinois, described as follows: commencing at the Southeast corner of said Section 31; thence West 3029.61 feet along the township line to a point 9.07 feet left of centerline station 175+50; thence North 25.93 feet to a point 35 feet left of centerline station 175+50, the point of beginning; thence North 65 feet to a point 100 feet left of centerline station 175+50; thence West 170 feet to a point 100 feet left of centerline station 173+80; thence South 40 feet to a point 60 feet left of centerline station 173+80; thence East 120 feet to a point 60 feet left of centerline station 175+00; thence South 25 feet to a point 35 feet left of centerline station 175+00; thence East 50 feet to the point of beginning.

Department of the Army, U.S.A.
 Part of the SW 1/4, of Section 31, T.13N., R.5E., 3rd P.M., Moultrie Co., IL.
 (Temporary easement area required = 0.185 ac. ±)



Surveyor's Certificate
 I, Robert L. Cox, Illinois Professional Land Surveyor Number 2442, do hereby certify that I have made a survey of the described tract of land, and that this plat correctly represents the results of said survey conducted for the Shelby County Highway Department, in the month of April 1997.

[Handwritten Signature]

Robert L. Cox
 Illinois Professional Land
 Surveyor Number 2442

April 14, 1997

EXHIBIT 4

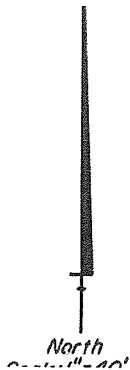


EXHIBIT "B-5"

Section 95-00245-00-RS
 Road Number F.A.S. 642
 Shelby County Highway No. 3
 Job No. C-95-052-97

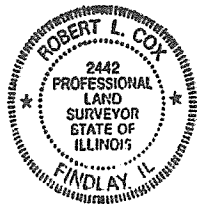
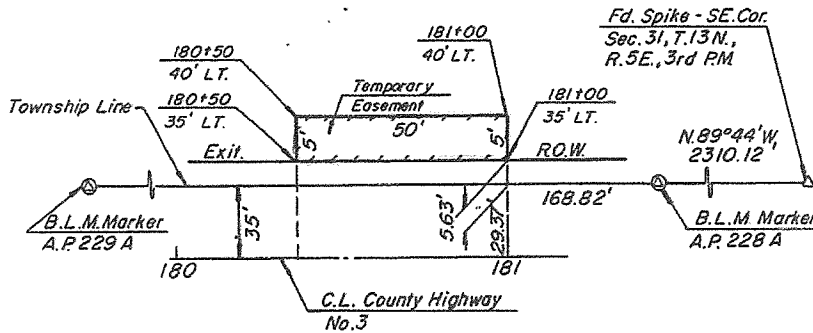
Robert L. Cox
 Professional Land Surveyor
 Findlay, Illinois

Right of Way Plat

A part of the Southeast 1/4, of Section 31, Township 13 North, Range 5 East of the Third Principal Meridian, Moultrie County, Illinois, described as follows: commencing at the Southeast corner of said Section 31; thence West 2478.94 feet along the township line to a point 29.37 feet left of centerline station 181+00; thence North 5.63 feet to a point 35 feet left of centerline station 181+00, the point of beginning; thence North 5 feet to a point 40 feet left of centerline station 181+00; thence West 50 feet to a point 40 feet left of centerline station 180+50; thence South 5 feet to a point 35 feet left of centerline station 180+50; thence East 50 feet to the point of beginning.

Department of the Army, U.S.A.

Part of the SE 1/4, of Section 31, T.13N., R.5E., 3rd P.M., Moultrie Co., IL.
 (Temporary easement area required = 0.006 ac.±)



North
 Not To Scale

Surveyor's Certificate
 I, Robert L. Cox, Illinois Professional Land Surveyor Number 2442, do hereby certify that I have made a survey of the described tract of land, and that this plat correctly represents the results of said survey conducted for the Shelby County Highway Department, in the month of April 1997.

April 14, 1997

(Signature)
 Robert L. Cox
 Illinois Professional Land
 Surveyor Number 2442

Contract No. DACW43-2-98-7

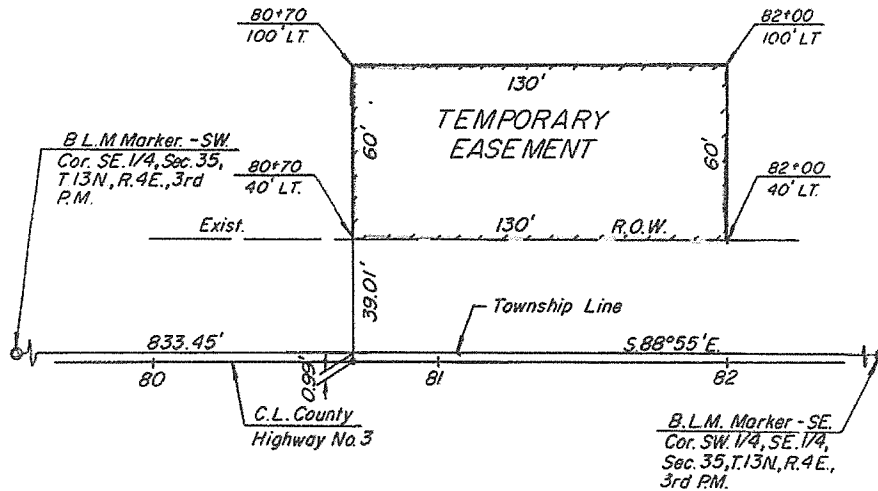
EXHIBIT "B-6"

Section 95-00245 00-RS
 Road Number F.A.S. 642
 Shelby County Highway No. 3
 Job No. C-95-052-97

Robert L. Cox
 Professional Land Surveyor
 Findlay, Illinois

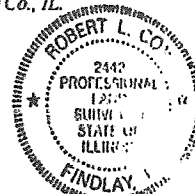
Right of Way Plat

A part of the Southwest 1/4, of the Southeast 1/4, of Section 35, Township 13 North, Range 4 East of the Third Principal Meridian, Shelby County, Illinois, described as follows commencing at the Southwest corner of the Southeast 1/4, of said Section 35; thence East 833.45 feet along the township line to a point 0.99 feet left of centerline station 80+70; thence North 39.01 feet to a point 40 feet left of centerline station 80+70, the point of beginning; thence continuing North 60 feet to a point 100 feet left of centerline station 80+70; thence East 130 feet to a point 100 feet left of centerline station 82+00; thence South 60 feet to a point 40 feet left of centerline station 82+00; thence West 130 feet to the point of beginning.



Department of the Army, U.S.A.

Part of the SW. 1/4, SE. 1/4, Section 35, T. 13N., R. 4E., 3rd P.M., Shelby Co., IL.
 (Temporary easement area required = 0.179 ac. ±)



Surveyor's Certificate

I, Robert L. Cox, Illinois Professional Land Surveyor Number 2442, do hereby certify that I have made a survey of the described tract of land and that this plat correctly represents the results of said survey conducted for the Shelby County Highway Department, in the month of May 1997.

May 8, 1997

Robert L. Cox
 Robert L. Cox
 Illinois Professional Land
 Surveyor Number 2442

North
 Scale: 1" = 40'

Contract No. DACW43-2 98-8

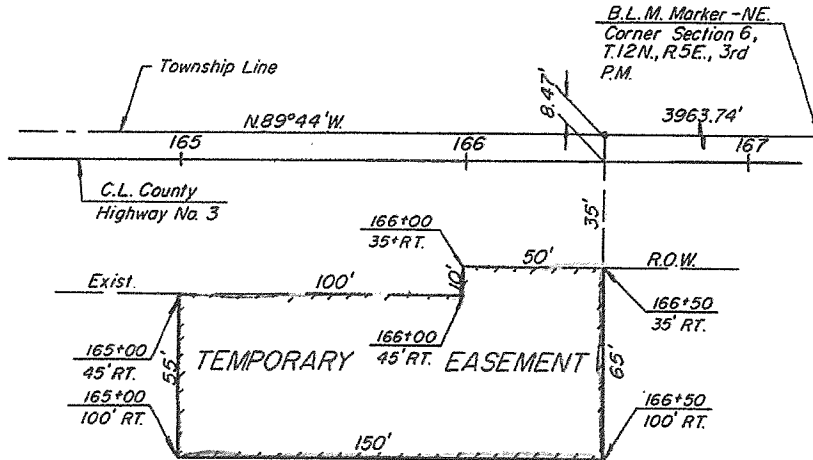
EXHIBIT "B-7"

Section 95-00245-00-RS
 Road Number F.A.S. 642
 Shelby County Highway No. 3
 Job No. C' 95 052 97

Robert L. Cox
 Professional Land Surveyor
 Findlay, Illinois

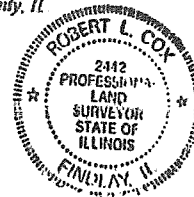
Right of Way Plat

A part of the Northwest 1/4, of Section 6, Township 12 North, Range 5 East of the Third Principal Meridian, Shelby County, Illinois, described as follows: commencing at the Northeast corner of said Section 6; thence West 3963.74 feet along the township line to a point 8.47 feet left of centerline station 166+50; thence South 43.47 feet to a point 35 feet right of centerline station 166+50, the point of beginning; thence continuing South 65 feet to a point 100 feet right of centerline station 166+50, thence West 150 feet to a point 100 feet right of centerline station 165+00; thence North 55 feet to a point 45 feet right of centerline station 165+00; thence East 100 feet to a point 45 feet right of centerline station 166+00; thence North 10 feet to a point 35 feet right of centerline station 166+00; thence East 50 feet to the point of beginning.



Department of the Army, U.S.A.

Part of the NW 1/4, Section 6, T.12N., R.5E., 3rd P.M., Shelby County, IL
 (Temporary easement area required = 0.201 ac.±)



Surveyor's Certificate

I, Robert L. Cox, Illinois Professional Land Surveyor Number 2442, do hereby certify that I have made a survey of the described tract of land, and that this plat correctly represents the results of said survey conducted for the Shelby County Highway Department, in the month of May 1997.

[Signature]
 Robert L. Cox
 Illinois Professional Land
 Surveyor Number 2442

May 8, 1997

EXHIBIT 2

North
 Scale: 1" = 40'

Contract No. DACW43-2-98-8

EXHIBIT "B-9"



EXHIBIT "B-9" No. 10/10/00

EXHIBIT "B-10"

State of Illinois
 County of Shelby
 DEPARTMENT OF HIGHWAYS
 Shelbyville, Illinois

 Name
 Route T.R. 286A Sec. 96-20116-00-BR
 County Shelby
 Sta. 104 + 90 To Sta. 105 + 50

PARCEL NO. 1 DESCRIPTION

A parcel of land in the Northwest Quarter of Section 1 and the Northeast Quarter of Section 2, in Township 11 North, Range 4 East of the Third Principal Meridian, in Shelby County, Illinois as described as follows:

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 2, Township 11 North, Range 4 East; thence Northerly on the West section line of said section, said line having an assumed bearing of North 00 degrees 00 minutes 00 seconds East, a distance of 3398.35 feet to a point, said point being the Northwest corner of Section 2; thence Southeasterly on a line, said line having a bearing of South 72 degrees 33 minutes 16 seconds East, a distance of 5280.69 feet to a point; thence Southerly on a line, said line having a bearing of South 00 degrees 23 minutes 11 seconds West, a distance of 758.73 feet to a point, said point being the Point of Beginning of the following described parcel of land; thence Westerly on a line, said line having a bearing of North 89 degrees 36 minutes 49 seconds West, a distance of 50.00 feet to a point; thence Southerly on a line, said line having a bearing of South 00 degrees 23 minutes 11 seconds West, a distance of 150.00 feet to a point; thence Easterly on a line, said line having a bearing of South 89 degrees 36 minutes 49 seconds East, a distance of 100.00 feet to a point; thence Northerly on a line, said line having a bearing of North 00 degrees 23 minutes 11 seconds East, a distance of 100.00 feet to a point; thence Northwesterly on a line, said line having a bearing of North 30 degrees 34 minutes 39 seconds West, a distance of 58.31 feet to a point; thence Westerly on a line, said line having a bearing North 89 degrees 36 minutes 49 seconds West, a distance of 20.00 feet to the Point of Beginning.

The above described Parcel of Land is designated as Parcel No. 1 on the plat attached hereto and made part hereof, said parcel of land contains 0.327 acre, more or less, of which 0.138 acre, more or less, has been previously set aside for public highway purposes.



Local Public Agency Engineering Services Agreement

Using Federal Funds? [] Yes [x] No Agreement For: MFT CE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Shelby County County: Shelby Section Number: 19-00289-00-BR Job Number: Project Number: Contact Name: Wendy Gregory Phone Number: (217) 774-2721 Email: shelbycohwy@consolidated.net

SECTION PROVISIONS

Local Street/Road Name: CH 21 (FAS 637) Key Route: Length: 435ft (+/-) Structure Number: Exist. SN 087-3000 Location Termini: Near the SE Corner, SW 1/4, SW 1/4, Section 27, T14N, R2E, 3rd PM, approx. 2.0 miles east of Moweaqua, where CH 21 crosses a Branch of Flat Branch Creek.

Project Description: Removal of an existing single span bridge; construction of a proposed single span bridge with a hot-mix asphalt wearing surface and bituminous waterproofing membrane system on a precast prestressed concrete deck beam superstructure and steel H-pile supported spill-thru concrete abutments; reconstruction of the approaches with a hot-mix asphalt roadway and traffic barrier terminals; and all miscellaneous work necessary to complete the proposed improvements.

Engineering Funding: [] MFT/TBP [] State [x] Other Rebuild Illinois Anticipated Construction Funding: [] Federal [] MFT/TBP [] State [x] Other Rebuild Illinois

AGREEMENT FOR

[] Phase I - Preliminary Engineering [] Phase II - Design Engineering [x] Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name: Gonzalez Companies, LLC Contact Name: Brent Taylor, PE Phone Number: (618) 222-2221 Email: btaylor@gocos.net Address: 7 Carpenter Drive City: Salem State: IL Zip Code: 62881

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

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

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

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT

In Responsible Charge
Contractor

A full time LPA employee authorized to administer inherently governmental PROJECT activities
Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT D : Direct Costs Check Sheet (attach BDC 436 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT E: ENGINEER's Professional Service Rates
- EXHIBIT F: Cost Estimate of Consultant Services
-

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be

- equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate \$76,800.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and

reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy, acts of the LPA, DEPARTMENT or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.
The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 IL CS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Gonzalez Companies, LLC	43-1872209	\$76,800.00
Subconsultants		
MRJ & Associates, Inc.	37-1388028	Included Above
Holcomb Foundation Engineering Co., Inc.	37-1169664	Included Above
Subconsultant Total		
Prime Consultant Total		\$76,800.00
Total for all work		\$76,800.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

County

of

Shelby County

By (Signature & Date)

Jessica Top 7/13/2023

By (Signature & Date)

[Signature] 7/13/2023

Local Public Agency

Shelby County

Local Public Agency Type

County

Clerk

Title

Shelby Co. Board Chairman

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Gonzalez Companies, LLC

Attest:

By (Signature & Date)

Carlos V. Lundberg 6/28/2023

Title

Managing Principal

By (Signature & Date)

N. Patrick Spivey 6/28/2023

Title

Managing Principal

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Signature] 7-20-23

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County	Gonzalez Companies, LLC	Shelby	19-00289-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

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

- a. Furnish or cause to be furnished concrete materials testing and compaction testing of soils, aggregate and hot-mix asphalt. The ENGINEER will provide reports to the LPA on IDOT forms, including material assignments (RFA) and test reports.
- b. Periodic observation of the construction and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor. The ENGINEER will fill out daily observation reports (or IDOT equivalent form), when on site, on the ENGINEER's forms.
- c. Preparation and submission to the LPA, all partial and final contractor payment estimates, change orders, records and reports for LPA approval and submittal to IDOT for IDOT review / approval.
- d. Preparation and submission to the LPA, Final Report, after construction is completed and final pay estimate is approved and paid, for LPA approval and submittal to IDOT.

The following work (below e.), if required, will be performed according to the current Professional Service Rates.

- e. Additional work, as requested by the LPA.

Assumptions / Clarifications:

Construction layout is not included in the Agreement except as part of e. Additional Work.

Construction observation costs are based on 45 days of construction observation. Construction observation beyond the anticipated will be paid as part of e. Additional Work.

ENGINEER may utilize sub-consultant(s) for the project.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County	Gonzalez Companies, LLC	Shelby	19-00289-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Start Construction July 2023 with duration expected to be 40 working days.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County	Gonzalez Companies, LLC	Shelby	19-00289-00-BR

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

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

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Gonzalez Companies, LLC		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date 06/27/23

Consultant
Gonzalez Companies, LLC

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>	50	\$65.00	\$3,250.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

EXHIBIT D

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Concrete Compressive Strength Tests		<input type="checkbox"/>	35	\$25.00	\$875.00
Troxler Rental		<input type="checkbox"/>	15	\$80.00	\$1,200.00
Proctor		<input type="checkbox"/>	2	\$500.00	\$1,000.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$6,325.00

*If other allowable costs are needed and not listed, please add in the above spaces provided

LEGEND
W.O. - Work Order
J.S. - Job Specific



2023 PROFESSIONAL SERVICE RATES

<u>Employee Classification</u>	<u>Rate</u>
Principal IV	\$350
Principal III	\$325
Principal II	\$300
Principal I	\$275
Project Manager XII	\$275
Project Manager XI	\$265
Project Manager X	\$255
Project Manager IX	\$245
Project Manager VIII	\$235
Project Manager VII	\$225
Project Manager VI	\$215
Project Manager V	\$205
Project Manager IV	\$195
Project Manager III	\$185
Project Manager II	\$175
Project Manager I	\$165
Survey Manager	\$155
Senior Structural Engineer II	\$175
Senior Structural Engineer I	\$165
Project Engineer VIII	\$165
Project Engineer VII	\$155
Project Engineer VI	\$145
Project Engineer V	\$135
Project Engineer IV	\$125
Project Engineer III	\$115
Project Engineer II	\$105
Project Engineer I	\$95
Survey Technician III	\$95
Survey Technician II	\$85
Survey Technician I	\$75
Technician IX	\$145
Technician VIII	\$135
Technician VII	\$125
Technician VI	\$115
Technician V	\$105
Technician IV	\$95
Technician III	\$85
Technician II	\$75
Technician I	\$65
<u>Direct Costs</u>	
Mileage	IRS Standard Rate
Other Direct Costs	15% Markup
Subconsultant Costs	15% Markup

6/27/23

CH 21 over Br of Flat Br Crk, Sect. 19-000289-00-BR, Shelby Co
 MANHOUR ESTIMATE
 PREPARED BY: B Taylor
 QA'ED BY: M French

ROW ID	REVENUE PHASES, TASKS AND MILESTONES	Project Manager IV	Senior Structural Engineer II	Project Engineer VII	Technician VI	Technician IV	HOURS	LABOR	SUBS AND ODCS	MARKUP (SEE TAB 1)	SUBTOTAL
		195	175	155	115	95	A	E	C	C*100/1000	E=C+E*E*F
0.00	Pre-Engineering and Contract Negotiator										
1.00	PE Phase TR 99										
1.01							0	\$ -		\$ -	\$ -
1.02	Project setup; kickoff meeting	2		1	1	1	5	\$ 755.00		\$ -	\$ 755.00
1.03	Preconstruction meeting (review minutes & job prep)	2			2		4	\$ 620.00		\$ -	\$ 620.00
1.04	Construction layout & coord. (assume by others Hammond&Reid thru County)				2		2	\$ 230.00		\$ -	\$ 230.00
1.05	Shop drawing review (asphalt, concrete mix designs)				4		4	\$ 460.00		\$ -	\$ 460.00
1.06	Construction observ., coord., mat'l testing (assume 45 days at 10hr/day)	16	2	12	450		480	\$ 57,080.00		\$ -	\$ 57,080.00
1.07	Contractor pay estimates & change orders (assume 2 pay req)	2		12	24		38	\$ 5,010.00		\$ -	\$ 5,010.00
1.08	Final inspection, consultation, and project close-out	4		4	16	8	32	\$ 4,000.00		\$ -	\$ 4,000.00
1.09	Utility coordinator			4	8		12	\$ 1,540.00		\$ -	\$ 1,540.00
1.10	Project admin	4					4	\$ 780.00		\$ -	\$ 780.00
1.11							0	\$ -		\$ -	\$ -
1.12							0	\$ -		\$ -	\$ -
1.13							0	\$ -		\$ -	\$ -
1.14							0	\$ -		\$ -	\$ -
1.15							0	\$ -		\$ -	\$ -
1.16	Concrete cylinder breaks (assume 35 @ \$25 ea)						0	\$ -	\$ 875.00	\$ -	\$ 875.00
1.17	Proctor (assume 2 @ \$500 ea)						0	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
1.18	Troxler (assume 15 days @ \$80/day)						0	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
1.19	Mileage (assume 50 days @ \$65/day)						0	\$ -	\$ 3,250.00	\$ -	\$ 3,250.00
1.20							0	\$ -		\$ -	\$ -
SUM	SUMMARY	30	2	33	507	9	581	\$ 70,475.00	\$ 6,325.00	\$ -	\$ 76,800.00
TOTAL		30	2	33	507	9	581	\$ 70,475.00	\$ 6,325.00	\$ -	\$ 76,800.00

EXHIBIT F



Resolution Certifying Names to Take the Examination for County Engineer 2023-29

WHEREAS, a vacancy exists on 7/13/23 in the office of County Engineer in Shelby County Illinois

due to the expiration of the six-year term of office of the incumbent County Engineer, and

WHEREAS, in accordance with 005 ILCS 5/5-201, the County Board must submit to the Department of Transportation a list of not more than five persons, residents of the State, who hold a currently valid certificate of registration as a registered professional engineer in Illinois, who are candidates for the office of County Engineer, and who meet the qualifications provided therein;

THEREFORE, BE IT RESOLVED, by the Shelby County does hereby submit the following name(s) as candidate(s) to take the examination for County Engineer of said county:

Table with 4 columns: Name, Address, Registered Professional Engineer License No., Original License Issue Date. Row 1: Michael Tappendorf, 10558 N 500 St. Altamont, IL 62411, 062-069073, 1/5/2017

and 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 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 7/13/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of July, 2023

(SEAL, if required by the LPA)

Clerk Signature & Date

Jessica Fox 7/13/2023



Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033

Email: Rev.PropertyTax@illinois.gov
Fax: 217 782-9932

Step 1: Complete the following information

Step 2: Complete the following information

1 County SHELBY

2 Date of county board action 07 / 13 / 2023

3 Annual salary \$ 137,621.55

4 Effective date of salary increase or decrease 07 / 01 / 2023

- 5 Check which certified copy you are attaching
[] the resolution
[X] minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
[] a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

- 6 Check who is receiving the change
[] supervisor of assessments
[X] public defender (select full-time or part-time below)
[X] full-time [] part-time
[] sheriff

7 Social Security number of the individual seeking salary reimbursement or with a change in salary

8 Name and address of the individual seeking salary reimbursement or with a change in salary

BRAD FORD PAU
12 ELM RIDGE
MATTSON IL 61938

Step 3: Sign below

I certify that the information on this form is true and correct to the best of my knowledge.

9 County Board Chair signature
[Signature] Robert C. Orman 7 / 13 / 2023

10 County Clerk statement and signature

State of Illinois }
Shelby County }

I, Jessica Fox, County Clerk in and for the county of Shelby and keeper of the records and seal, do hereby

certify that the above is true and correct.

[Signature] 7 / 13 / 2023

This form is authorized in accordance with 35 ILCS 200/1-1 et seq. Disclosure of this information is REQUIRED.

Do not write below this line

Official use only:

Reason for submission

- [] change in personnel
[] salary adjustment

Documentation received

- [] resolution
[] minutes
[] signed statement

Received by

Initials: _____

____ / ____ / ____
Month Day Year



Illinois Department of Revenue
PTAX-451

Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033

Email: Rev.PropertyTax@illinois.gov
Fax: 217 782-9932

Step 1: Complete the following information

- County SHELBY
- Date of county board action 07 / 13 / 2023
Month Day Year
- Annual salary \$ 122,330.26
- Effective date of salary increase or decrease 07 / 01 / 2023
Month Day Year
- Check which certified copy you are attaching
 - the resolution
 - minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
 - a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

Step 2: Complete the following information

- Check who is receiving the change
 - supervisor of assessments
 - public defender (select full-time or part-time below)
 - full time part time
 - sheriff
- Social Security number of the individual seeking salary reimbursement or with a change in salary
_____ - _____ - _____
- Name and address of the individual seeking salary reimbursement or with a change in salary
Name BRIANT MCDONALD
Address 1928 E 1165 NORTH RD
Address _____
City SHELBYVILLE State IL ZIP 62705

Step 3: Sign below

I certify that the information on this form is true and correct to the best of my knowledge.

9 County Board Chair signature
[Signature] Robert C Orman 07 / 13 / 2023
Signature of the county board chair Printed name of the county board chair Month Day Year

10 County Clerk statement and signature
State of Illinois }
Shelby County }
I, Jessica Fox, County Clerk in and for the county of
Shelby and keeper of the records and seal, do hereby
certify that the above is true and correct.

[Signature] 7 / 13 / 2023
Signature of the county clerk Month Day Year

This form is authorized in accordance with 35 ILCS 200/1-1 et seq. Disclosure of this information is REQUIRED.

Do not write below this line

Official use only:

Reason for submission

- change in personnel
- salary adjustment

Documentation received

- resolution
- minutes
- signed statement

Received by

Initials: _____
_____/_____/_____
Month Day Year

Notice of Annual Salary Reimbursement COLA for State's Attorneys and Public Defenders



SHELBY COUNTY TREASURER
ATTN: LISA SWENNY
PO BOX 230
SHELBYVILLE IL 62565-0230

June 15, 2023



Letter ID: L2127989576

Fiscal Year: 2024

Effective Date: 7/1/2023

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2024 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary and reimbursement amounts.

Base Salary	4.6% COLA	Salary
\$146,188.17	\$6,724.66	\$152,912.83

A summary of the reimbursable amount is below. Per 55 ILCS 5/4-2001, the State of Illinois shall furnish 66 2/3% of the total annual compensation to be paid to each state's attorney in Illinois based on the salary in effect on December 31, 1988, and 100% of the increases in salary taking effect after December 31, 1988. For this reason the reimbursable amounts below may be less than the actual salary paid as provided above.

State's Attorney Salary Reimbursement

	Total Reimbursement	Monthly Reimbursement
1. State's Attorney Salary:	\$135,914.83	\$10,765.85
2. ASA - Mental Health Institution:	\$0.00	\$0.00
3. ASA - Higher Education Facility:	\$0.00	\$0.00
Total	\$135,914.83	\$10,765.85

Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be \$137,621.55. Your new monthly public defender's reimbursement amount will be \$7,644.88. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov

LEASE

THIS AGREEMENT, made and executed this 1st day of August, 2023, by and between **Shelby County Community Services, Inc.**, hereinafter called "Lessor", and **County of Shelby Storage**, hereinafter called "Lessee", WITNESSETH:

1. **Initial Term.** In consideration of the rents and covenants hereinafter contained and by the said Lessee to be paid and performed, Lessor hereby leases to Lessee the premises located at **parcel # 2013-18-08-202-001 and corner of S. First and Morgan Street**, Shelbyville, Illinois, situated in the County of Shelby and State of Illinois ("Leased Premises"), to be used for the sole and exclusive purpose of Shelby County Storage business operations and no other purpose whatsoever for the initial term of one (1) year beginning August 1st, 2023, and ending, unless sooner terminated as provided herein, on July 31st, 2024. The commencement date shall begin upon the date of the execution of this Lease. The commencement date shall begin upon the date of the execution of this Lease.
2. **Rental.** Lessee shall pay an annual rent for said premises of Six Thousand Dollars for each lease year, which shall be paid in monthly installments of 1/12 of such sum (\$500.00); the first installment being due and payable on August 1st, 2023, and a like amount of the 1st day of each month thereafter during the term of this Lease.
3. **Inspection and Maintenance.** The Lessee acknowledges that it has inspected the Leased Premises, finds the same to be tenantable for Lessee's purposes, clean and in good condition and repair and warrants that at the expiration of this Lease or any prior termination thereof or any extension thereof after the expiration of this Lease, it shall surrender to the Lessor the said Leased Premises, together with all improvements thereto made by Lessee, tenantable for Lessee's purposes, clean and in as good condition and repair as when received, expecting only ordinary wear and tear. The Lessee agrees to keep and

maintain said premises tenantable for Lessee's purposes, clean and in good order and repair and free from any nuisance, bugs, vermin or filth on or adjacent thereto and not to use or permit the use of same or any part thereof for any purpose which may create a nuisance forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of said premises. Lessee shall cause the Leased Premises to be inspected at least annually by an exterminator approved by Lessor and cause the exterminator to prepare a written report of rodents, vermin and insects. In the event any such report during the term of this Lease shows presence of rodents, vermin and insects, the Lessee shall cause the exterminator to treat the premises and exterminate such rodents, vermin and insects.

4. **Possession**. Lessee shall be entitled to possession of the Leased Premises on the date hereof.
5. **Repairs/Utilities**. Except as to damage occasioned by fire, wind, storm or other casualty to which sections 13 and 14 are applicable, Lessee shall make all repairs to the interior of said premises, including nonstructural walls, all broke or damages plate glass and floor, and shall keep, maintain and replace all plumbing, heating, ventilating, air conditioning, and electrical equipment and fixtures and their replacement, costing less than \$100 for each service or repair change in good order and repair including the purchase and replacement of light bulbs, faucet washers, etc. and shall subscribe to in Lessee's name. Lessee shall pay the costs of all utilities utilized on said premises, including, but not limited to, water, gas, electricity and sewer and said utility payments will be made promptly as the same shall come due. The Lessor shall be liable for the expense of filter replacements in the heating and air conditioning units. Further, any damage or loss to the building cause by sinkage, shifting soil or fill shall be repaired and restored by Lessor forthwith if reasonably

economically feasible or if such damage shall be insured, at Lessor's sole cost and without cost therefore to Lessee.

Lessee covenants and agrees to pay promptly when due all claims for work and material furnished in connection with its maintenance of said improvements and shall indemnify and hold harmless Lessor against loss therefrom, including any and all payments to extinguish wholly or partially such lien or liens, together with interest thereon, attorneys' fees, costs and out-of-pocket expenses; provided, however, that Lessee shall have the right to contest any claim made in connection with the furnishing of such labor and material, or either of them, and that, in the event of such contest, it shall not constitute a breach of this Lease if the claimant files a lien or causes the property to be encumbered so long as such contest of the claim shall in progress and until the same is resolved, but such lien or encumbrance must be removed immediately following the resolution of the claim; provided further, Lessor may require upon ten (10) days of written notice that Lessee deposit in escrow sufficient funds to pay and satisfy such lien or liens, together with all costs and interest as aforesaid to be held until such claim is resolved.

6. **Trade Fixtures.** Lessee shall at its own cost and expense from time to time place or install or cause to be placed or installed such equipment, furniture and fixture in and upon the Leased Premises as may be necessary or appropriate for the purpose of carrying on business upon the Leased Premises. At the expiration of the term of this Lease, Lessee may remove Lessee's trade fixtures and shall repair all damages to the premises cause by such removal.
7. **Assignment.** Lessee shall have no right to assign this Lease or to sublet the premises or any part thereof without the written consent of the Lessor first had and obtained. Any

purported assignment of this Lease or subletting of the premises without Lessor's prior written consent shall be void and the purported assignee or sublessee shall have no rights to possession or otherwise by reason thereof. In the event of either an assignment of said Lease or any subletting of the premises, Lessee shall be and remain liable for the payments of the rentals and the performance of all the conditions and the covenants set forth in this Lease.

8. **Insurance.** During the term of this Lease, Lessee shall maintain in full force and effect; (a) fire and extended coverage insurance by a company selected by Lessee and approved by Lessor, covering all improvements, structures and their contents, and personal property on the Leased Premises on a full replacement cost basis (no deduction for depreciation), insuring against all risks of direct physical loss, and excluding only the perils of nuclear attack, flood and war; and (b) plate glass insurance issued by a company approved by Lessor covering the Leased Premises in an amount sufficient to cover the repair and replacement of all plate glass on the premises.

Lessee shall deliver to Lessor a duplicate original of each such insurance policy, or in lieu thereof, a certificate issued by the carrier. Each such policy or certificate shall provide that the same shall not be cancelled without at least ten (10) days prior written notice to Lessor, and shall name Lessor or Lessor's designee as an additional insured thereunder.

9. **Liability Insurance.** During the term of this Lease, Lessee shall insure Lessor and Lessee against the risks of injury, death, public liability and damage occurring upon and by reason of the operation of said premises in the minimum amount of One Million Dollars (\$1,000,000.00), or such additional amounts as Lessor may reasonably request. Said insurance shall be with a reputable company reasonably agreeable to Lessor. Lessor agrees

to indemnify and save harmless the Lessor from any claim or loss by reason of the Lessee's use or misuse of the premises or from any claim of loss by reason of any accident or damage to any person or property happening on or about the Leased Premises.

Lessee shall deliver to Lessor a duplicate original of each such insurance policy, or in lieu thereof, a certificate issued by the carrier. Each such policy or certificate shall provide that the same shall not be cancelled without at least ten (10) days prior written notice to Lessor, and shall name Lessor or Lessor's designee as an additional insured thereunder.

10. **Costs and Expense.** Should either party default hereunder, the defaulting party shall defend, indemnify and save harmless the other from any and all costs, expense, loss, including reasonable attorneys' fees, incurred by the other party in connection with the enforcement of any of the covenants of the defaulting party to be performed hereunder.
11. **Improvements.** All repairs, remodeling, replacements, alterations and improvements, whether structural or nonstructural, shall be made by Lessee at Lessee's expense without cost therefore to Lessor. Lessee shall make no improvements nor shall incur any expenses for labor or material in excess of One Thousand Dollars (\$1,000.00) during any twelve (12) month period without the consent of the Lessor first had and obtained, which consent shall not unreasonably be withheld. Except as allowed in Section 5 hereof for contested claims, Lessee shall promptly pay for all material and labor expended upon or for said Leased Premises and shall indemnify and save harmless the Lessor for the full cost of extinguishing all liens and all attorneys' fees, costs and expenses incurred in the extinguishments thereof. The Lessee will comply with all lawful requirements of the local health board, building codes, police and fire departments, and municipal authorities in respect to said premises

and respecting the manner in which it uses the Leased Premises. The building and improvements and fixtures, other than Lessee's trade fixtures, to the property herein leased made by the Lessee, shall be and remain a part of the building on the property of the Lessor upon the termination of the Lease.

12. **Fire and Other Casualty – Total Destruction.** In the event said Leased Premises shall be totally destroyed by fire, wind, storm or other casualty so as to be rendered entirely untenable, then Lessor shall give written notice to Lessee within forty-five (45) days of said destruction as to whether Lessor intends to rebuild and restore said premises and improvements. In the event Lessor shall fail to give said written notice or in the event Lessor shall elect not to restore and rebuild said premises and improvements, then this Lease shall thereupon terminate. In the event Lessor elects to and gives notice within said forty-five (45) days of its intention to rebuild and restore said premises and improvements, then it shall begin and complete said repair and restoration with due diligence and dispatch, and such restoration and rebuilding shall be funded by Lessor, but only to the extent of the insurance proceeds received by Lessor. In the event Lessee desires additional or other building specifications and plans, any cost in excess of the insurance proceeds shall be paid for by Lessee without cost to Lessor. All rent shall abate from the time of destruction of the building on said premises until the time said premises shall have been restored and possession tendered by Lessor to Lessee. The time during which such premises have been untenable shall be added to the end of this Lease.

13. **Fire and Other Casualty – Partial Destruction.** If any of the improvements on the Leased Premises are hereafter damaged or destroyed or rendered partially untenable for their accustomed use by fire or other casualty insured under the coverage which Lessee is obligated to carry pursuant to Section 8 hereof, Lessor shall promptly repair the same to

substantially the condition which they were in immediately prior to the happening of such casualty (excluding stock in trade, Lessee's trade fixtures, furniture, furnishings, carpeting, floor covering, wall covering, drapes and equipment and any other property of Lessee), and from the date of such casualty until the premises are so repaired and restored, the monthly rent payments payable hereunder shall abate in such proportion as the part of said improvements thus destroyed or rendered untenable bears the total of such improvement; and provided that Lessor shall not be obligated to expend for such repair and restoration an amount in excess of the insurance proceeds recovered as a result of such damage. Any additional repairs or restoration desired by Lessee may be made by Lessee at its own expense.

14. **Force Majeure.** Lessor shall use its best efforts to complete all work, repairs and maintenance required herein in a timely manner. In the event Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond her control, then performance of any such act shall be extended for a period equivalent to the period of such delay.
15. **Default.** The following shall be considered for all purposes to be defaults under the breaches of this Lease; (a) any failure of Lessee to pay any rent or other amount herein required to be paid within five (5) days after notice that such payment be past due; or (b) any failure by Lessee to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for more than thirty (30) days after written notice of such failure; or (c) Lessee shall become bankrupt or insolvent or file or have files against a petition in bankruptcy or for reorganization or arrangement or for the appointment of a

receiver or trustee of all or a position of Lessee's property, or Lessee makes an assignment for the benefit of creditors; or (d) if Lessee abandons or vacates or does not do business in the premises for thirty (30) consecutive days, excepts because of damage or destruction of the premises; or (e) Lessee's interest herein or in the premises or any improvements thereon or any property of the Lessee therein are executed, levied upon or attached; or (f) the premises comes into the hands of any person other than expressly permitted under this Lease. In any such event, Lessor, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter to terminate this Lease by giving notice to Lessee stating the date upon which such termination shall be effective, and shall have the right, either before or after any such termination, to re-enter and take possession of the premises, remove all persons and property from the premises and store such property at Lessee's expense, all without notice to resort to legal progress and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

Is Lessor re-enters as above provided, or if it takes possession pursuant to legal proceedings or otherwise, it may either terminate this Lease or it may, from time to time without terminating this Lease, make such alterations and repairs as it deems advisable to relet the premises or any part thereof for such term or terms (which may extend beyond the Lease Term) and at such rentals and upon such other terms and conditions as Lessor in its sole discretion deems advisable; upon each such reletting all rentals received by Lessor therefrom shall be applied, first, to any Indebtedness other than rent due hereunder from Lessee to Lessor; second, to pay any costs of alterations and repairs; this, to rent due hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as it become due hereunder.

If rentals received from such reletting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall immediately pay any such deficiency to Lessor. No re-entry to taking possession of the premises by Lessor shall be constructed as an election to terminate this Lease unless a written notice of such termination is given by Lessor.

Notwithstanding any such reletting without termination, Lessor may at any time thereafter terminate this Lease for any such prior breach or default. If Lessor terminated this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages incurred by reason of such breach or default, including all costs of retaking the premises and including the excess, if any, of the present value of then reasonable rental value of the premises for the remainder of the Lease Term, all of which shall be immediately due and payable by Lessee to Lessor.

16. **Notices.** All notices and communication required under this Lease shall be in writing and delivered either personally or by depositing the same, postage prepaid, in the United States mail addressed to the party hereto whom the same is directed at the following address:

TO LESSOR: Shelby County Community Services, Inc.
1810 West South Third Street
Shelbyville, IL 62565

TO LESSEE: Shelby County Storage
Corner of S. 1st St. and Morgan St.
Shelbyville, IL 62565

Either party hereto may from time to time change its mailing address by written notice to the other.

17. **Waiver.** No assent, express or implied, by the Lessor to any breach of any of the covenants of the Lessee shall be deemed to be a waiver of any succeeding breach other the same or any other covenant.

18. **Time of Essence.** Time shall be of the essence of this Lease.

- 19. Mortgages.** Lessee hereby agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the premises leased hereunder; provided, as a condition precedent to such subordination, each such mortgage shall expressly covenant or each such mortgage shall expressly provide that so long as the Lessee is not in default under this Lease, the Lessee's quiet possession of the portion of the premises leased hereunder shall remain undisturbed, on the terms and condition stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought therewith.
- 20. Recordation.** This Lease shall not be recorded by either party, and such attempted recordation shall constitute a default hereof.
- 21. Independent Covenants.** The covenants to pay rent and other amounts hereunder are independent covenants, and Lessee shall have no right to hold back, or fail to pay any such amounts for default by Lessor or any other reason whatsoever.
- 22. Additional Payments by Lessor.** All amounts required or provided to be paid by Lessee under this Lease shall be deemed rent, and the failure to pay the same shall be treated in all events as the failure to pay rent.

If Lessor pays any monies or incurs any expense to correct a breach of this Lease by Lessee or to do anything in this Lease required to be done by Lessee, all monies so paid or incurred shall, on notice to Lessee, be considered additional rent payable by Lessee with the first minimum monthly rent installment thereafter becoming due and payable and may be collected as by law provided in the case of rent.

- 23. Additional Payments by Lessee.** The Lessor agrees that if the Lessor fails to pay any interest, principal, cost or other charges upon any mortgage or mortgages or other liens and

encumbrances affecting the Lease Premises and to which this Lease may be subordinate when any of the same become due, or in any other respect fails to perform any covenant or agreement in this Lease contained on the part of the Lessor to be performed, the and in such event after the continuance of any such failure or default for thirty (30) days after notice in writing thereof, is given by Lessee to the Lessor, notwithstanding any delay or forbearance in giving such notice, Lessee may, but shall not be required to , pay said principal, interest, cost and other charges, and sure such defaults all on behalf of and at the expense of the Lessor. The Lessor agrees to pay to the Lessee forthwith any amount so paid by the Lessee. All sums charges to Lessor by Lessee hereunder shall be indebtedness of Lessor to Lessee, payable on demand. If all such indebtedness is not fully paid upon demand as aforesaid, Lessee may offset said amounts against rentals next coming due under this Lease and said amounts shall be deemed to be rent payments.

24. Eminent Domain. If the whole of the Leased Premises shall be taken under the power of eminent domain, then this Lease shall terminate as of the date when Lessee is required to yield possession. If any part, but less than whole, of the Leased Premises shall be taken under the power of eminent domain so as to render the balance of the premises not taken reasonably unfit to carry on Lessee's business, then upon thirty (30) days prior notice to Lessor measure from the date of such taking, Lessee may elect to terminate this Lease as of the date of the taking. If any part, but less than the whole of the Leased Premises shall be taken under the power of eminent domain so as to render the balance of the premises not taken reasonably fit to carry on Lessees business, then the rental installments due hereunder shall be reduced in proportion to the value the property taken related to the value of the property before the taking. If the parties cannot agree as to that proportion, that figure shall be established as determined by at least two members of a Board of three

arbitrators, of whom one is chosen by Lessor, one by Lessee, and the third by the said two members. All just compensation paid for the taking and for damage to the remainder and any easements taken shall belong to and be the sole property of the Lessor. Lessee shall be entitled to its separate award for loss of Lessee's trade fixtures and Lessee's other personal property which have not become fixtures.

25. Surrender of Possession. Lessee shall, after the last day of the term of this Lease or any extension thereof, or upon any earlier termination of such term, or any vacation thereof after the expiration of this Lease, surrender and yield up to the Lessor the building and other improvements of such premises in good order, condition and state of repair, reasonable wear and tear expected.

26. Environmental Matters. Lessee represents and warrants that Lessee will not dispose or place on or under the Leased Premises any hazardous substances or any underground storage tanks of any kind, nature or extend, nor allow any pollutant or contaminant to the environment being in, on or about the Leased Premises. The terms "hazardous substances"; "pollutant"; or "contaminant" have the same meaning as defined in 42 U.S.C. S 9601 at seq. as amended. Lessee hereby agrees to and shall hold Lessor free of and harmless from all claims, demands, suits, actions, expenses (including, but not limited to reasonable attorneys' fees) and/or damages relating to any breach of said Lessee's warranties as contained herein.

27. Risk as to the Leased Premises. All property of every kind which may be on the Leased Premises shall be at the sole risk of the Lessee or those claiming under him and the Lessor shall not be liable to Lessee or to any other person whatsoever, for any injury, loss or damage to any person or property in or upon said Leased Premises, or upon the sidewalks, alleyways, or ways border thereto, contiguous thereto. Lessee hereby covenants and agrees

to assume all liability for or on account of any injury, loss or damage above described, and to save Lessor free and harmless therefrom. Furthermore, Lessor shall not be liable to Lessee or to Lessee's patrons, employees, licensees, permittees, invitees or visitors, for any damage to person or property caused by the act or negligence of any other tenant of said Leased Premises or in the building in which the Leased Premises is located or from continuous premises or any appurtenances thereof being improperly constructed, or being or becoming out of repair, nor for any damages from any defects or want of repair from any part of said Leased Premises as wholly suitable for the purpose for which the same are leased and accepts the building and each and every appurtenance thereof and waives defects therein, if any, and further agrees to hold Lessor free and harmless from all claims for any such damage.

28. Lessor's Access to Premises. The Lessor may, at any reasonable time during the Lessee's occupancy enter either to view and inspect the Leased Premises to determine if Lessee shall have complied with its obligation hereunder, or to make repairs to the Leased Premises or to show the Leased Premises to others during the term of this Lease.

29. Pets. No pets of Lessee or Lessee's patrons, employees, licensees, permittees, invitees or visitors shall be allowed on the premises at any time.

30. Expressions. The expressions "Lessor"; and "Lessee" or the use of masculine, feminine or neuter pronouns referring to the Lessor or Lessee shall be deemed to refer to the actual Lessor or Lessee irrespective of whether such Lessor or Lessee in a natural person, a corporation or other entity.

31. Section Headings. The Section Headings contained herein are not part of this Lease but are inserted only for convenience.

- 32. Invalidity.** If in any respect any provision of this Lease, in whole or in part, shall prove to be invalid for any reason, each invalidity shall only affect the part of such provision which shall be invalid, and in all other respects shall stand as if such invalid provisions has not been made, and it shall fail to the extent and only to the extent, of such invalid provision and no other portion or provision of this Lease shall be invalidated, impaired or affected thereby.
- 33. Binding Effect.** This Agreement shall be binding upon the respective parties hereto, their respective successors and assigns.
- 34. Corporate Authority.** This Lease is executed by Lessee herein by its officers pursuant to authority given by the Board of Directors of the Corporation.
- 35. Attaching Signs.** Lessee shall not attach any sign, advertisement or other objects to the exterior of the Leased Premises without prior written approval of the Lessor.
- 36. Parking.** It is further agreed that neither the Lessee nor his employees or agents shall park any motor vehicle in the common parking lot in the front of the Leased Premises, but shall have the privilege of parking one motor vehicle in the rear of the Leased Premises, which shall be designated by the Lessor.
- 37. Foregoing Covenants.** The foregoing covenants shall be obligatory upon the heirs, administrators, executors, successors and assigns of the parties hereto.
- 38. Entire Agreement.** This Lease contains the entire Agreement between the parties and shall not be modified in any manner except by an Instrument, In writing, executed by the parties or their permitted successors in interest. This Agreement shall be governed by the Laws of the State of Illinois.

If Lessee remains in possession of the premises with the consent of Lessor and after the end of the term, a new tenancy from month-to-month shall be created between Lessor and Lessee, which shall be subject to all of the same terms and conditions hereof, except that, in addition to the default and

termination provisions of this Lease, the month-to-month tenancy following a holdover shall be terminable at will upon 30-day written notice served by either party.

IN WITNESSETH WHEREOF, the respective parties hereto have executed this Agreement on the day and year first above set forth.

LESSOR:

Shelby County Community Services, Inc.

By: _____
Its Administrator

Date: _____

LESSEE:

By: _____
LESSEE: Shelby County Storage

Date: _____

Individual's Name: _____

Contact Phone Number: _____

Address: _____

Business Name: _____

Insurance Company: _____

Address: _____

Phone Number: _____

Shelby County, Illinois

301 E. Main St.
 Shelbyville, IL 62565
 Phone: 217-774-3821 Fax: 217-774-5291
 Population: 22,363 Size: II - Small



June 7, 2023

Description	Qty	Price
Hardware/Supplies		
(1) CIC Cloud - Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 20.0Mbps Committed Information Rate (CIR) Access) - Annual Lease	(1)	
(2) Maximum Disk Storage (5GB)	(1)	895.00
(3) Initial Data Replication (Hours)	(1)	150.00
(4) Installation / Training (Hours)	(1)	150.00
(5) Support	(1)	90.00
(6) TimeClock Plus - RD Touch 400 Mag w/Camera	(4)	10,300.00
(7) Installation - (Hours)	(4)	900.00
Software/Transition		
(1) Time Clock Plus v7 Professional Edition (Electronic Download) w/ Shift Differential, Automation Utility Module, AutoImport Module, Export Module / Payroll Interface	(1)	\$2,745.00
(2) Employees	(100)	3,500.00
(3) Installation / Training (Hours)	(24)	3,600.00
(4) Interface Enhancements / Support	(1)	1,565.00
PEOPLEWARE		
(1) ESTIMATED reimbursable travel expenses, in the amount of \$2,500.00, which will be billed (as accrued) at actual costs.	(1)	
Total Hardware/Software/PEOPLEWARE		\$23,895.00

This proposal represents our latest available information; however, rapidly evolving technology requires the execution of price protection documents to finalize costs.

Further, the information contained in this proposal and in all attachments is confidential, privileged and/or proprietary and intended for the exclusive use of the addressee(s). Any unauthorized review, use, disclosure, replication or distribution is strictly prohibited.

Shelby County, Illinois

301 E. Main St.
Shelbyville, IL 62565
Phone: 217-774-3821 Fax: 217-774-5291
Population: 22,363 Size: II - Small



June 7, 2023

Description	Qty	First Year	Subs. Years
-------------	-----	------------	-------------

On-going Cost Analysis:

Purchase Option

CIC Initial Hardware / Software / PEOPLEWARE Agreement		\$23,895.00	\$0.00
CIC Annual PEOPLEWARE Enhancement / Support Agreement		Included	2,550.00
Total Hardware/Software/PEOPLEWARE		\$23,895.00	\$2,550.00

This proposal represents our latest available information; however, rapidly evolving technology requires the execution of price protection documents to finalize costs.

Further, the information contained in this proposal and in all attachments is confidential, privileged and/or proprietary and intended for the exclusive use of the addressee(s). Any unauthorized review, use, disclosure, replication or distribution is strictly prohibited.