

April 8, 2025
SHELBY COUNTY BOARD MEETING AGENDA
April 10, 2025 – 7:00 P. M.
Courtroom A, Shelby County Courthouse

1. Call to Order – Prayer - Pledge of Allegiance
2. Roll Call
3. Discussion and vote to approve minutes from March 13, 2025
4. Public Body Comment
5. Beth Debolt, Coroner – Discussion and vote to approve:
 - A. Resolution approving the execution of a mutual aid agreement with the ICMEA
 - B. Mutual Aid Agreement with the ICMEA (IL Coroners and Medical Examiners Association)
6. Scott McKee, Zoning Administrator – Discussion and vote to approve the following:
 - A. Map amendment for Zachary Hankins for his property located on Shelby County parcel #2013-22-00-300-007
 - B. A text amendment providing for self-executing moratoriums for Wind and Solar energy facilities on behalf of the Zoning Board of Appeals
 - C. Lithia Estates subdivision final plat for David and Barbara Galvin
7. Michael Tappendorf, County Highway Engineer – Engineer’s report; Discussion and vote to approve the following items:
 - A. Resolution to enter into a joint agreement for use of local funds for the reconstruction of County Highway 3 east of Findlay. Estimated cost to be \$2,550,000 of which \$160,000 may be used form local funds from the FASM (Federal Aid State Match) account
 - B. Award Section 19-17120-00-BR, reconstruction of County Bridge 087-3120 to C Hill Civil Contractors in the amount of \$424,993.50 (100% of construction to be paid by Township account)
 - C. Supplemental Engineering agreement for structure 087-3038 over Drake Creek Branch in Ash Grove/Big Spring townships on TR 253A for \$12,100
8. Discussion and vote to approve Public Safety Training Foundation Agreement
9. Committee Reports
10. Chairman Updates
11. Chairman Appointments –
 - Cooperative Ext. Committee –1 year term-Christine Matlock
 - Cooperative Ext. Committee – 1 year term-James Mitchell
 - Cooperative Ext. Committee – 1 year term-Tim Morse
 - Strasburg Fire – Robert Roley, trustee – 3-year term
 - Moweaqua Fire – Jeremy Zindel, trustee for 3-year term by resolution
 - Shelbyville Fire – Paul T. Bennett, trustee for 3-year term by resolution
 - Tower Hill Fire – Brad Rowley, trustee for 3-year term by resolution
 - Windsor Fire – Tim Bennett, trustee for 3-year term by resolution
12. Correspondence
13. Old Business
14. Approval of Payment of Claims
15. Public Body Comment
16. Adjournment

Prayer today is given by Board member Don Tate

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

April 10, 2025 – 7:00 P.M.

Camera out of service, no video recording available

The Shelby County Board met on Thursday, April 10, 2025, at 7:00 P.M. in Courtroom A of the Shelby County Courthouse in Shelbyville, Illinois.

Chairman Tad Mayhall called the meeting to order. All those present recited the Pledge of Allegiance and the prayer was given by board member Don Tate.

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

Chairman Mayhall called for Public Body comment.

Comments/opinions expressed are summarized as follows:

It was questioned if the government could be trusted to be truthful with the American people regarding renewable energy sources such as wind and solar. Folks can't make good decisions on energy when the government is lying to us.

Minutes for the March 13, 2025, board meeting were presented for approval. Wood made motion to approve the minutes. Morse seconded said motion, which passed by voice vote (21 yes, 0 no).

Matlock made motion to approve a resolution to execute a mutual aid agreement with ICMEA and approve a mutual aid agreement with the ICMEA (IL Coroners and Medical Examiners Association). Pritchard seconded said motion. Discussion was held. Debolt explained this mutual aid agreement would allow other coroners from other counties to assist in a situation involving mass casualties, death of a coroner, or investigations if needed. This also allows her to assist other counties in their time of need. Debolt also reported she and deputy coroner Miller attended the required 40-hour training recently. Debolt has also taken additional toxicology training, filed missing reports with IDOT, is working on a department handbook, and created a monthly on call schedule for the deputy coroners. Travis Boyer has been named Debolt's chief deputy. The department has handled 15 death calls in March.

The board passed the resolution and mutual aid agreement by voice vote (21 yes, 0 no).

Scott McKee, Zoning Administrator addressed the board to request approval for 3 items.

Matlock made motion to approve a map amendment for Zachary Hankins for his property located in Shelbyville Township parcel 2013-22-00-300-007 from AG to General Business for a commercial masonry business. Wood seconded said motion, which passed by voice vote (21 yes, 0 no).

Ross made motion to take from the table a text amendment for self-executing moratoriums on Wind and Solar energy facilities previously tabled in February. Grant seconded said motion, which passed by voice vote (21 yes, 0 no).

Ross made motion to approve the self-executing moratorium. McCormick seconded said motion. Discussion was held. McKee is presenting this text amendment on behalf of the Zoning Board of Appeals. This moratorium would only go into effect if there was already a court case challenging the state law anywhere in Illinois. If there was a legal challenge to the state law, permits for wind and solar facilities automatically stop in Shelby County, until the lawsuit is settled. Permits can't currently be denied just because a person's view might be opposed to wind and solar, and there is always the potential for a lawsuit to be filed regarding these types of facilities, either by landowners, or the companies themselves. This moratorium simply gives the county a pause, should a challenge to state law be filed in court. Text amendment to the self-executing moratorium passed by voice vote (21 yes, 0 no) on Ross's motion and McCormick's second.

The final item McKee presented was the final plat for the Lithia Estate's subdivision for David and Barbara Galvin. Morse made motion to approve the final plat, Ross seconded said motion, which passed by voice vote (21 yes, 0 no).

Chairman Mayhall called for the County Highway Engineer's report.

County Engineer Michael Tappendorf requested approval from the board on the following:

*Resolution to enter into a joint agreement for use of local funds for the reconstruction of County Highway 3 east of Findlay. Estimated cost to be \$2,550,000 of which \$160,000 may be used from local funds from the FASM (Federal Aid State Match) account

*Award Section 19-17120-00-BR, reconstruction of County Bridge 087-3120 to C Hill Civil Contractors in the amount of \$424,993.50 (100% of construction to be paid by Township account)

*Supplemental Engineering agreement for structure 087-3038 over Drake Creek Branch in Ash Grove/Big Spring townships on TR 253A for \$12,100

McCormick made motion to approve the highway items. Wallace seconded said motion, which passed by roll call vote (21 yes, 0 no). Ayes: Boehm, Brown, Cole, Edwards, Grant, Gregg, Hardy, McCormick, Matlock, Mayhall, Miller, Mitchell, Morse, Price, Pritchard, Ross, Tate, Wafford, Wallace, Wood, and Yantis. Nays: none.

Matlock made motion to approve the Public Safety Training Foundation Agreement. Pritchard seconded said motion upon recommendation by the Public Safety Committee. Both the Dive team and Rescue Squad will be able to conduct training at the Decatur facility built by the Buffet Foundation at no cost to the county or the teams. The Rescue Squad has done some training on grain bin rescues. This is an amazing facility and a great opportunity for the Shelby County Dive Team and Rescue Squad. The Public Safety Training Foundation Agreement passed by voice vote (21 yes, 0 no) on Matlock's motion and Pritchard's second.

There were no committee reports.

Shelby County Board Meeting
April 10, 2025

Under Chairman updates, Mayhall stated the PCOM position has been updated after a conversation with IDOT. This job is listed on the county website and applications can be submitted by April 30 to the County Clerk's office. The Zoning Board of Appeals needs another member from any township other than Flat Branch, Okaw, Rose or Windsor. If anyone knows someone who might be interested, have them contact Mayhall, or Zoning Administrator Scott McKee. The FY 2022 audit is finally complete and the AFR has been filed with the Comptroller. Sikich is busy working on data collection for the FY 2023 audit. The video camera suffered extensive damage to one of the ports, not allowing for connectivity. It was shipped back to the county today from New York and will be in service at future meetings. That is why the last couple of meetings have been unable to be live streamed and uploaded to YouTube.

Continuing with Chairman appointments, Mayhall requested the following:

Christine Matlock, James Mitchell, and Tim Morse to the Cooperative Extension Committee. Motion by Cole, seconded by Price. Motion passed by voice vote (21 yes, 0 no).

Ross made motion to approve the 3-year term appointments for the following fire protection districts trustees. McCormick seconded said motion, which passed by voice vote (21 yes, 0 no).

Robert Roley – Strasburg FPD
Jeremy Zindel - Moweaqua FPD
Paul T. Bennett -Shelbyville FPD
Brad Rowley- Tower Hill FPD
Tim Bennett - Windsor Fire

There was no correspondence and no old business to discuss.

McCormick made motion to approve the payment of claims as reviewed by the respective committees. Pritchard seconded said motion. Discussion was held. The committee questioned some bills for the law library(taxes), Public Defender(taxes) and the Treasurer's office (invoice amount different from claim amount). The taxes for the law library Thomson-Reuters bill have been addressed, the personal purchases made for the office of the Public Defender were also addressed, and it was requested that the continuing issue for the RK Dixon bill for the Treasurer's office be taken care of by contacting the company and getting this issue fixed.

Ross made motion to amend the payment of claims to include the bills for the law library. Edwards seconded said motion, which passed by voice vote (21 yes, 0 no).

Payments of claims passed by roll vote (21 yes, 0 no) on McCormick's motion, with Pritchard's second. Ayes: Boehm, Brown, Cole, Edwards, Grant, Gregg, Hardy, McCormick, Matlock, Mayhall, Miller, Mitchell, Morse, Price, Pritchard, Ross, Tate, Wafford, Wallace, Wood, and Yantis. Nays: none.

Chairman Mayhall again called for Public Body Comment.


Comments/opinions expressed are summarized as follows:

The recent recognition of Shelbyville Police officers Paul Bennett and Joe Houk by the Secret Service for stopping a \$250,000 fraud scheme against an elderly Shelbyville resident.

The wonderful programs CEFS has available to assist those in various types of need. Tricia Miller recently attended the 60th anniversary banquet for CEFS and spoke of hearing some awesome stories about how CEFS had helped people turn their lives around and get back on their feet.

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

McCormick made motion to adjourn until the next regular scheduled meeting to be held on May 8, 2025. Matlock seconded said motion, which passed by voice vote (21 yes, 0 no) and the meeting was adjourned at 7:45 PM.



Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS		ROLL CALL VOTES IN COUNTY BOARD												
SHELBY COUNTY														
		<div> <div>April 10, 2025</div> <div>REGULAR MEETING</div> </div>												
		ROLL CALL			QUESTIONS									
			4 / 10 / 2025	/ / 2025	Highway ON MOTIONS TO Items		Claims ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BOEHM, TERESA		✓		✓		✓							
	BROWN, TIM	41	✓		✓		✓							
	COLE, CAROL	0	✓		✓		✓							
	EDWARDS, JULIE		✓		✓		✓							
	GRANT, CHRISSY		✓		✓		✓							
	GREGG JEFF	0	✓		✓		✓							
	HARDY, CLAY	20	✓		✓		✓							
	MCCORMICK, HEATH		✓		✓		✓							
	MATLOCK, CHRISTINE		✓		✓		✓							
	MAYHALL, TAD	14	✓		✓		✓							
	MILLER, TRICIA		✓		✓		✓							
	MITCHELL, JAMES		✓		✓		✓							
	MORSE, TIM		✓		✓		✓							
	PRICE, GENE	0	✓		✓		✓							
	PRITCHARD, AUSTIN		✓		✓		✓							
	ROSS, SONNY	24	✓		✓		✓							
	SYFERT, LARRY		A		A		A							
	TATE, DON	40	✓		✓		✓							
	WAFFORD, CHRISTY		✓		✓		✓							
	WALLACE, BRENT	50	✓		✓		✓							
	WOOD, JUDY		✓		✓		✓							
	YANTIS, CHAD	34	✓		✓		✓							

2025-17

A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTAL AID AGREEMENT
WITH THE ILLINOIS CORONERS AND MEDICAL EXAMINIERS ASSOCIATION

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provide that such contract shall be authorized by the governing body of each party to the contract; and,


WHEREAS, the Shelby County Coroner wishes to prepare for potential emergencies which may require that they provide aid and assistance to other county coroner's or that the Shelby County Coroner may request aid and assistance from other county coroner's; and,

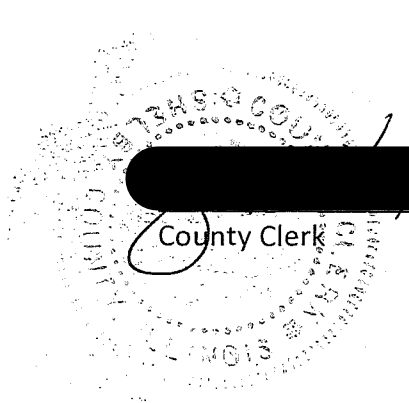
WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the county coroner's of this state by and through the Illinois Coroners and Medical Examiners Association;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Shelby County Illinois, that the County Board Chairman and County Coroner be authorized to enter into this intergovernmental agreement that authorizes the Shelby County Coroner's participation in the Illinois Coroners and Medical Examiners mutual aid agreement effective upon the approval of this resolution

Adopted this 10th day of APRIL, 2025.


County Board Chairman


County Clerk



ILLINOIS CORONERS & MEDICAL EXAMINERS ASSOCIATION

Mutual Aid Agreement

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form mutual aid alliances and pacts through the Illinois Coroners and Medical Examiners Association to provide for the coordination of planning, development of model procedures and guidelines, training, assets and resources, personnel augmentation and other necessary functions to further the provision of protection of life and property and provide for fatality management during an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Coroners and Medical Examiners Association, and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose of Agreement

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or personnel of a county coroner or medical examiner. Each coroner or medical examiner who signs a copy of this Agreement has and does express its intent to aid and assist the other participating coroners or medical examiners during an emergency by assigning some of their resources, equipment and/or personnel to the affected coroner/medical examiner as circumstances permit and in

accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency, effect prompt and efficient investigation, identification, and disposition of fatalities during such an emergency, and promote the general health and welfare of the populace by enabling other coroners and medical examiners to provide additional resources, equipment and/or personnel as needed.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Coroners and Medical Examiners Mutual Aid System" hereinafter referred to as "IC&MEMAS": A definite and prearranged plan whereby response and assistance is provided to an Affected/Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IC&MEMAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government whose duties expressed by a matter of law or ordinance provide for the investigation of death occurring under violent, unusual or suspicious circumstances, and generally referred to as a coroner, medical examiner, or sheriff-coroner or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IC&MEMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of IC&MEMAS;
- C. "Affected/Stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency (IEMA) or through the Illinois Coroners and Medical Examiners Association under the IC&MEMAS plan,
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an Affected/Stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Affected/Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid;
- F. "Illinois Coroners and Medical Examiners Association Regions": the geographically associated Member Units of unit of which have been grouped for operational efficiency and representation of those Member Units;
- G. "Training": the regular scheduled practice of emergency procedures during non-emergency drills/exercises/ and classroom education to implement the necessary joint operations of IC&MEMAS

SECTION THREE

Agreement to Effectuate the Mutual Aid Plan

Each undersigned party agrees that in the event of an emergency, they will respond to requests for assistance by a stricken coroner/medical examiner with such personnel, equipment, facilities, or services as is, in the opinion of the aiding coroner/medical examiner, available for deployment. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate service of its own jurisdiction or personnel.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken agency exceed its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken coroner/medical examiner, to request assistance from an aiding coroner/medical examiner, he is hereby authorized to do so, under the terms of this mutual aid agreement.

The senior officer present of the aiding coroner/medical examiner is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or law enforcement personnel can be committed to the stricken coroner/medical examiner.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken coroner/medical examiner.

At the emergency site, the most senior officer of the stricken coroner/medical examiner who is present shall assume full responsibility and authority for coroner/medical examiner operations at the scene. Uniform incident command and incident management structures shall be put in to place. Coroner and medical examiner personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, personnel shall only be required to respond to lawful orders.

All services performed under this Agreement shall be rendered without charge to the coroner/medical examiner rendering aid; however any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

Each participating coroner/medical examiner shall assume sole responsibility for indemnifying their own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this Agreement.

The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The participating agencies further agree that each agency will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees.

The Illinois Coroners and Medical Examiners Association, through its Executive Board and committee structure will establish and maintain an operational plan and guidelines for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

SECTION FOUR

Adoption

This mutual aid agreement shall be in full force and an in effect when approved and executed by a representative of a participating coroner or medical examiner who has the legal authority to sign and enter into this Agreement on behalf of that coroner or medical examiner office.

SECTION FIVE

Termination

Any participating coroner/medical examiner may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other participating agencies.

Signatory Page

Shelby County Coroner

Date 4/10/2025

Shelby County Clerk

4/16/2025

Date

Beth Deholt

Coroner

Date April 3, 2025

For Illinois Coroners & Medical Examiners Assoc.

Date _____

Resolution Number: 2025- 8

Map Amendment for Zachary Hankins

WHEREAS a petition for a map amendment has been submitted by Zachary Hankins to rezone his parcel of land, ID # 2013-22-00-300-007, from Agricultural to General Business for use as storage for his commercial masonry business; and

WHEREAS The Zoning Board of Appeals unanimously recommended that the County Board grant the Amendment during their regular meeting on March 27th, 2025; and

WHEREAS 55 ILCS 5-12, grants authority to the County Board to regulate and restrict location of structures and use of lands for the purpose of promoting public health, safety, morals, comfort, and general welfare; and

WHEREAS after due consideration, it is the determination of the Shelby County Board to grant this map amendment; and

BE IT RESOLVED BY THE SHELBY COUNTY BOARD THAT THE PARCEL OF LAND, ID # 2013-22-00-300-007 BE REZONED TO GENERAL BUSINESS.

THIS RESOLUTION APPROVED AND ADOPTED at a regular meeting of the County Board of Shelby County on this 10th Day of April 2025.




Tad Mayhall, Chairman
Shelby County Board

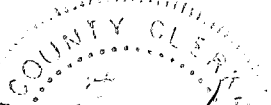
Ayes: 21

Nays: 0

Abstain: 0



Attest: Jessica Fox, Shelby County Clerk



Resolution Number: 2025- 19

**Amendment providing for self-executing Moratoriums regarding
Wind and Solar Energy Facilities**

WHEREAS 55 ILCS Article 5 Division 5-12, grants authority to the County Board to regulate and restrict location of structures and use of lands for the purpose of promoting public health, safety, morals, comfort, and general welfare; and

WHEREAS 55 ILCS 5/5-12020 (g) states; “A request for siting approval or a special use permit for a commercial wind energy facility or a commercial solar energy facility, or modification of an approved siting or special use permit, shall be approved if the request is in compliance with the standards and conditions imposed in this Act, the zoning ordinance adopted consistent with this Code, and the conditions imposed under State and federal statutes and regulations.”

WHEREAS in the interest of general welfare, The Zoning Board of Appeals, during their regular meeting on August 29th, brought forth and unanimously recommended that the County Board grant a text Amendment that provides for Self-Executing Moratoriums if 55 ILCS 5/5-12020 (g) were deemed invalid by any Illinois Appellate Court; and

WHEREAS after due consideration, the determination of the Shelby County Board at its regular meeting on February 13th, 2025, that the matter be referred back to the Zoning Board of Appeals for further consideration, with a request to remove the focus of the amendment from Paragraph G to encompass the entirety of Public Act 102-1123 and the Illinois State Statutes 55 ILCS 5/5 12020.

WHEREAS 55 ILCS 5/5 12020 provides a county may establish standards for commercial wind energy facilities, commercial solar energy facilities, or both. The standards may include all of the requirements specified in 55 ILCS 5/5 12020 but may not include requirements for commercial wind energy facilities or commercial solar energy facilities that are more restrictive than specified in 55 ILCS 5/5 12020. A county may also regulate the siting of commercial wind energy facilities with standards that are not more restrictive than the requirements specified in 55 ILCS 5/5 12020 in unincorporated areas of the county that are outside the zoning jurisdiction of a municipality and that are outside the 1.5-mile radius surrounding the zoning jurisdiction of a municipality.

WHEREAS after due consideration, the Zoning Board of Appeals voted unanimously to amend the original proposal and recommended that the County Board grant the following text Amendment during their regular meeting on February 27th, 2025; and

WHEREAS after due consideration, it is the determination of the Shelby County Board that it is in the best interest of the County to grant this text amendment; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SHELBY
COUNTY, ILLINOIS THAT THE ZONING ORDINANCE OF SHELBY
COUNTY BE AMENDED AS FOLLOWS:**

Article II, §16 G PROCEDURES Shall have an 11th paragraph that states; “If Illinois Public Act 102-1123 or the Illinois State Statutes 55 ILCS 5/5 12020 are deemed invalid by any Illinois Appellate Court, an automatic moratorium for Wind Energy Facilities shall be enacted for Shelby County until:

- a) An appeal to the Illinois Supreme Court regarding Public Act 102-1123 or the Illinois State Statutes 55 ILCS 5/5 12020 has been successful.
- b) The Shelby County Board removes the moratorium by a majority vote.

If Illinois Public Act 102-1123 or the Illinois State Statutes 55 ILCS 5/5 12020 are deemed invalid by the Illinois Supreme Court or removed, the County Board of Shelby County shall have authority to reject applications for Wind Energy Facilities.



And;

Article II, §16.5 G PROCEDURES Shall have an 11th paragraph that states; “If Illinois Public Act 102-1123 or the Illinois State Statutes 55 ILCS 5/5 12020 are deemed invalid by any Illinois Appellate Court, an automatic moratorium for Solar Energy Facilities shall be enacted for Shelby County until:

- a) An appeal to the Illinois Supreme Court regarding Public Act 102-1123 or the Illinois State Statutes 55 ILCS 5/5 12020 has been successful.
- b) The Shelby County Board removes the moratorium by a majority vote.

If Illinois Public Act 102-1123 or the Illinois State Statutes 55 ILCS 5/5 12020 are deemed invalid by the Illinois Supreme Court or removed, the County Board of Shelby County shall have authority to reject applications for Solar Energy Facilities.

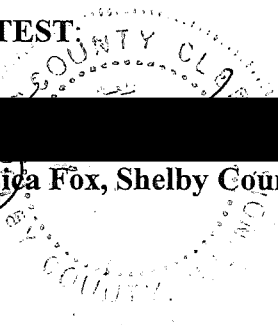
THIS RESOLUTION APPROVED AND ADOPTED at a regular meeting of the County Board of Shelby County this 10th day of April, 2025.



Tad Mayhall, Chairman
Shelby County Board

Ayes 21
Nays 0
Abstain 0

ATTEST:

Jessica Fox, Shelby County Clerk



Resolution Number: 2025- 20

Final Plat Approval for Lithia Estates Subdivision

WHEREAS an application for Preliminary Plat approval was submitted by David and Barbara Galvin on December 5th, 2024; and

WHEREAS after due consideration, the Shelby County Zoning Board approved the Preliminary Plat Application during its regular meeting on February 27th, 2025; and

WHEREAS after due consideration, the Shelby County Board approved the Preliminary Plat Application during its regular meeting on March 13th, 2025; and

WHEREAS an application for Final Plat approval was submitted by David and Barbara Galvin on March 14th, 2025; and

WHEREAS 55 ILCS Article 5 Division 5-12, grants authority to the County Board to regulate and restrict location of structures and use of lands for the purpose of promoting public health, safety, morals, comfort, and general welfare; and

WHEREAS after due consideration, it is the determination of the Shelby County Board that the Final Plat Application is sufficient for approval; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SHELBY COUNTY, ILLINOIS THAT THE FINAL PLAT APPLICATION BE APPROVED FOR LITHIA ESTATES SUBDIVISION

THIS RESOLUTION APPROVED AND ADOPTED at a regular meeting of the County Board of Shelby County this 10th day of April, 2025.



Tad Mayhall, Chairman
Shelby County Board

Ayes 21

Nays 0

Abstain 0

ATTEST: 



Jessica Fox, Shelby County Clerk

Engineer Report:

Resolutions/Petitions for County Board Approval

- 1. Discussion and Approval of Resolution and to enter in to a Joint Agreement for use of local funds for the reconstruction of County Highway 3 East of Findlay. Estimated total cost to be \$2,550,000 of which \$160,000 may be used from local funds from the Matching Account (aka FASM) account.
- 2. Discussion and Approval to award Section 19-17120-00-BR, reconstruction of county bridge 087-3120 to C Hill Civil Contractors in the amount of \$424,993.50 100% of construction cost to be paid by the Township Account.
- 3. Discussion and Approval of Supplemental Engineering Agreement for Structure 087-3038 over Drake Creek Branch in Ash Grove/Big Spring Townships on TR 253A for the amount of \$12,100.

- Highway Department Team Major accomplishments since last meeting

- Maintenance –

Vehicle Repairs	Flagger Training
Brush Clearing	Aggregate Hauling
Maintenance of Equipment	Potholes
Drainage Repairs on County highways	Culvert Delivery
Should Repairs Various Locations	Dead Animal Removal
Signage Repair	Pugmill preparation
5050 Oconee	Hauling of Scrap

- Front Office Team

Normal Day to Day	Paperwork for Jobs over Summer
NBIS Bridge Inspection Filing and review	Oconee Bridge Construction Inspection
County Highway 19 Plans	Ridge Bridge Preparation
Survey Pipe Replacements, create plan	Road Use Agreement Holland Energy Plant
NBIS Bridge Inspections	Union Meetings
Existing Culvert Review along Highways completed	Statement of Road Improvement Papers
5050 Assistance/Oconee/Ash Grove	Pavement Preservation Plan
Environmental Surveys Richland bridges	Bat Assessments Richland Bridges and Ash Grove Bridge

- Projects - Roads

- Union Pacific Railroad Crossings.

- Todd's Point RR XING (Crossing). Project Complete. Final Reimbursement coming
- Gonzalez RR Xings – 3 North of Shelbyville. Gonzalez is pursuing design.

- County Highway 3 – East of Findlay
 - We are on an April 25th Letting. Construction 2025.
- County Highway 19 – Anticipated 2026 Letting,
 - Cape Seal from 128 to CH 16
- County Highway 16 – Anticipated 2027 Letting
 - Soil Cement Roadway, with Oil/chip surface
- County Highway 15 – Anticipated 2026 Letting.
 - A2 – Oil Chip Roadway with Black Rock
- County Highway 3 (West and through Findlay) – Anticipated within 5 years
 - CIR with Cape Seal Surfacing
- County Highway 2 (North of Findlay) – Anticipated within 7 years
 - Soil Cement Road Way (FDR) with Oil/Chip Surface. Will not complete till Drainage solved
- County Highway 21 (Moweaqua Blacktop) - Anticipated within 5 years
 - CIR with Cape Seal Surfacing
- Projects - Bridges
 - Oconee Township Bridge
 - Section 21-11120-00-BR, Rebuild IL Bridge Project.
 - Structure is in place. Approaches are being Constructed
 - Ridge Township Bridge – Section 19-17120-00-BR (Northwest of Henton). Looking to bid March, or as soon as Right of Way is Clear.
 - Ash Grove/Big Spring Bridge – Section 19-01127-00-BR (South of Sexson Corner). Looking to bid in Spring
 - Rural TWP Bridge – Right of Way Issues – Section 17-19119-00-BR
 - Clarksburg TWP Bridge – Applied for Special Bridge Grant – Section 20-03118-00-BR
 - Other Bridges Set in Motion or have been requested
 - Flat Branch TWP – 2200N – 087-3069 – Gonzalez Engineering
 - Rose TWP – 1000N - 087-3161 – HLR Engineering
 - Dry Point TWP – 400N – 087-3234 - Lochmueller
 - SCHD – CH 40 – 087-3041 - TBD
 - SCHD – CH 3 – 087-3001 – HLR Engineering
 - Richland TWP – 1200N - 087-3148 – CDI Engineering
 - Richland TWP – 1325N – 087-3136 – TBD Low Priority
 - Richland TWP – 1500N - 087-3344 – TBD High Priority to TWP
 - Oconee TWP – 800N – 087-3279 - Chastain Associates
 - Oconee TWP – 100E – 087-3053 - Chastain Associates
 - Cold Spring TWP – 500N – 087-3397 - TBD
- Multiple 5050s scheduled and multiple completed on time and in budget.
 - Expectations – Please be forthcoming if anything is not meeting expectations

COUNTY of Shelby
Section No.: 23-00296-00-RS
Project No.: 3GPK(596)
Job No.: C-97-018-25

RESOLUTION
2025- 21

WHEREAS the County of Shelby endeavors to resurface County Highway 3/Findlay Road, 5.64 miles in length and known to the Illinois Department of Transportation as MFT Section Number 23-00296-00-RS and State Job Number C-97-018-25.

WHEREAS the cost of said improvement has necessitated the use of Federal funds.

WHEREAS the Federal fund source requires a match of local funds.

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

NOW, THEREFORE, BE IT RESOLVED that the County of Shelby authorized one hundred fifty thousand dollars (\$150,000) or as much of such sum as may be needed to match Federal funds in completion of the aforementioned project known as MFT Section Number 23-00296-00-RS.

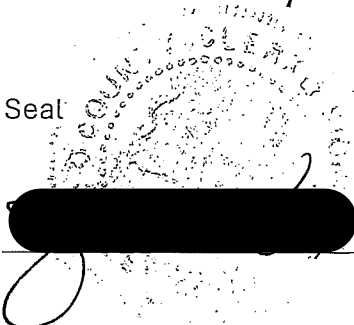
BE IT FURTHER RESOLVED that the Chairman is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

Certificate:

I, Jessica Fox, Clerk in and for said County in the State of Illinois, and keeper of the records and filed thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the County Board at its meeting held on April 10, 2025.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville, Illinois, in Shelby County, this 10th day of April, 2025.

Seal



Clerk



Joint Funding Agreement for
Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
Shelby County	Shelby	23-00296-00-RS	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STR, SMA	N/A	N/A	N/A

Construction

State Job Number	Project Number
C-97-018-25	3GPK(596)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	From	To
Findlay RD	FAS 0642	5.64miles		14.83	20.47

Location Termini

ECL of Findlay to Shelby / Moultrie CO Line

Current Jurisdiction	Existing Structure Number(s)	
Shelby County		<button>Remove</button>

PROJECT DESCRIPTION

HMA surface removal and cold-in-place recycling of existing pavement. Construction of hot-mix asphalt binder and surface courses, aggregate shoulders, incidental HMA surface, paint pavement marking, traffic control and other work necessary to complete the project.

Local Public Agency	Section Number	State Job Number	Project Number
Shelby County	23-00296-00-RS	C9701825	3GPK(596)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
Shelby County	23-00296-00-RS	C9701825	3GPK(596)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

- c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- a. the employee, officer, board member, or agent;
 - b. any member of his or her immediate family;
 - c. his or her partner; or
 - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.
- If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.
- Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.
- Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.
- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention. The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records. The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement. By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.
- 4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
Shelby County	23-00296-00-RS	C9701825	3GPK(596)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		


*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Shelby County	23-00296-00-RS	C9701825	3GPK(596)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency
Name of Official (Print or Type Name)
Tad Mayhall
Title of Official
County Board Chairperson
Signature

Date
4/10/2025

The above signature certifies the agency's TIN number is 376002119 conducting business as a Governmental Entity.

DUNS Number	040135279
UEI	

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation	Date

By:	
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets	Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer	Date

Michael Prater, Chief Counsel	Date

Vicki Wilson, Chief Fiscal Officer	Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Shelby County	Shelby	23-00296-00-RS	C-97-018-25	3GPK(596)

DIVISION OF COST

[illegible]

if funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* Lump Sum State Match Assist not to exceed \$350,000 to be used as match to federal funds.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.


☒ METHOD C - LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Shelby County	23-00296-00-RS	Shelby	C9701825	36PK (596)

LRS Federal Funds RISK ASSESSMENT				
Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)		Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years		3
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years		0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant		0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay		0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no		0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none		0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no		0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never		1
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review; 2 points - Other type? or no audit required; 3 points - none		0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required		3
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no		1

Summary of Risk		District Review Signature & Date	Central Office Review Signature & Date
General History of Performance	3		Teresa Cline 1/24/25
Financial Controls	0		
Audits	5		
Total		8	
		Additional Requirements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Local Public Agency	Section Number	State Job Number	Project Number
Shelby County	23-00296-00-RS	C9701825	3GPK(596)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Shelby County LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☒ Yes ☐ No

2. Does the Shelby County LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Shelby County LPA fiscal year?

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Shelby County LPA performed a single audit for their previous fiscal year?

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☒ Yes ☐ No

b. For the current fiscal year, does the Shelby County LPA intend to comply with Subpart F of 2 CFR 200?

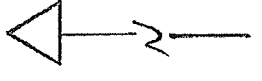
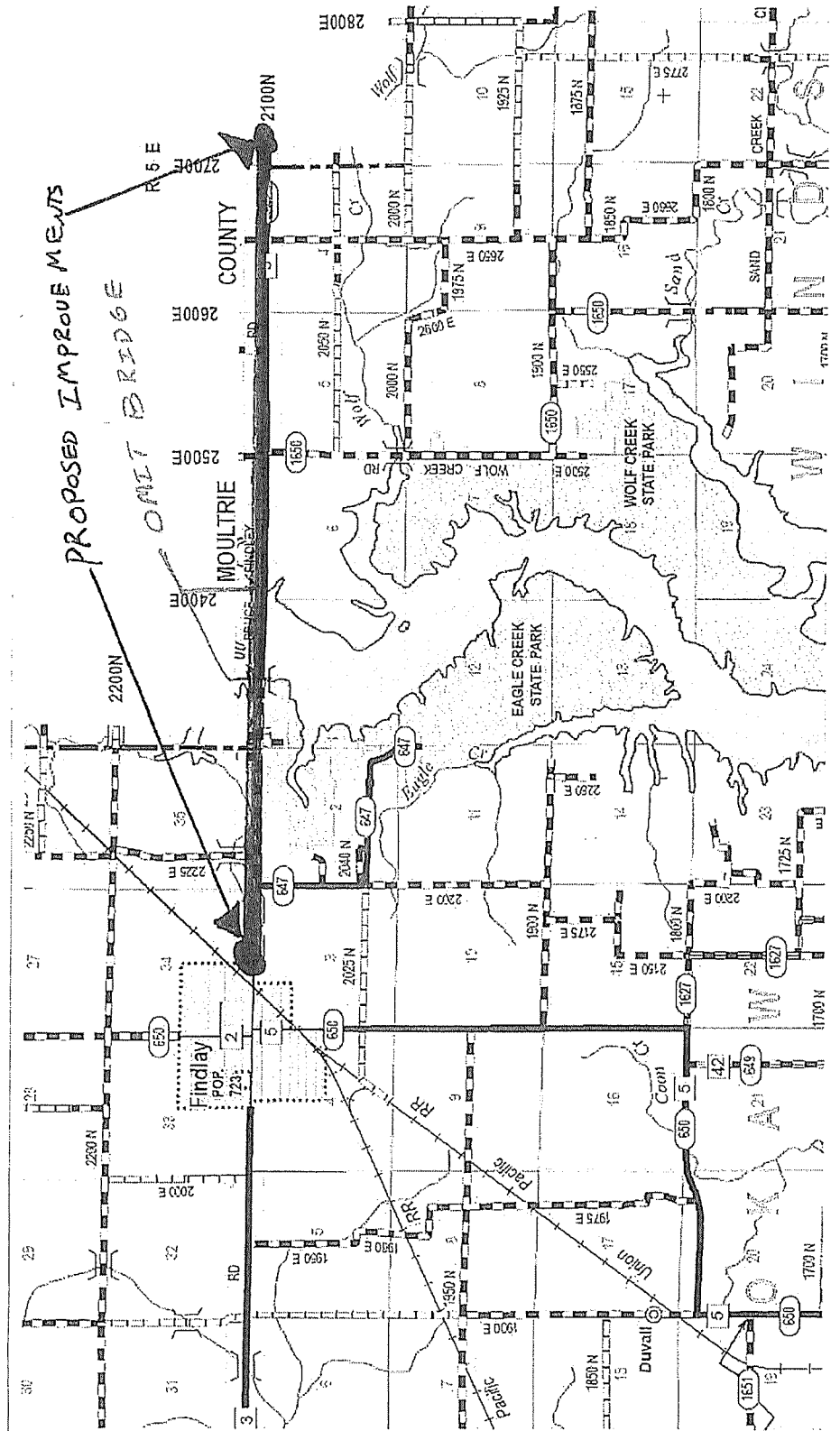
☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Michael Tappendorf	Shelby County Engineer	Shelby County

Signature & Date

 1-13-2025





Local Public Agency Formal Contract

Contractor's Name				
C-Hill Civil Contractor's Inc				
Contractor's Address		City	State	Zip Code
P.O. Box 58, 14 Dean Street		Campbell Hill	IL	62916
STATE OF ILLINOIS				
Local Public Agency		County	Section Number	
Ridge Township		Shelby	19-17120-00-BR	
Street Name/Road Name			Type of Funds	
TR 130 (1275 East Road)			Township Bridge Program	
<input type="checkbox"/> CONTRACT BOND (when required)				

For a County and Road District Project	
Submitted/Approved	
Highway Commissioner Signature & Date	
<div></div> 4-11-25	
Submitted/Approved	
County Engineer/Superintendent of HighwaysSignature & Date	
<div></div> 4-11-2025	

For a Municipal Project	
Submitted/Approved/Passed	
Signature & Date	
<div></div>	
Official Title	
<div></div>	

Department of Transportation	
<input type="checkbox"/> Concurrence in approval of award	
Regional Engineer Signature & Date	
<div></div>	

Local Public Agency	Local Street/Road Name	County	Section Number
Ridge Township	TR 130 (1275 East Road)	Shelby	19-17120-00-BR

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the County _____ of Shelby _____, known as the party of the first part, and C-Hill Civil Contractor's Inc _____, its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 19-17120-00-BR in Ridge Township _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ County _____ of Shelby _____
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date
[Signature] 4/22/25
(SEAL, if required by the LPA)



Attest:
Secretary Signature & Date
[Signature] 4/14/25
(SEAL, if required by the LPA)

Party of the First Part Signature & Date
By: [Signature] 4/22/25
(If a Corporation)

Corporate Name
C-Hill Civil Contractors, Inc.

President, Party of the Second Part Signature & Date
By: [Signature] 4/14/25
(If a Limited Liability Corporation)

LLC Name
[Blank]

Manager or Authorized Member, Party of the Second Part
By: [Blank]
(If a Partnership)

Partner Signature & Date
[Blank]

Partner Signature & Date
[Blank]

Partners doing Business under the firm name of
Party of the Second Part
[Blank]

(If an individual)
Party of the Second Part Signature & Date
[Blank]



Bond No. B3302644

Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Ridge Township	Shelby	TR 130 (1275 East Road)	19-17120-00-BR

Bond information to be returned to Local Public Agency at 1590 State Highway 16, Shelbyville, IL 62565
Complete Address

We, C-Hill Civil Contractors, Inc 14 Dean St, PO Box 58 Campbell Hill, IL 62916
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

The Cincinnati Insurance Company PO Box 145496 Cincinnati OH 45250
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of Four Hundred Twenty-Four Thousand Nine Hundred Ninety-Three Dollars and Fifty Cents
Dollars (\$424,993.50) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.


WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 4th day of April 2025
Day Month and Year

PRINCIPAL

Company Name
C-Hill Civil Contractors, Inc

By
Signature & Date
 4/4/2025

Attest
Signature & Date
 4/4/2025

Company Name

By
Signature & Date

Attest
Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

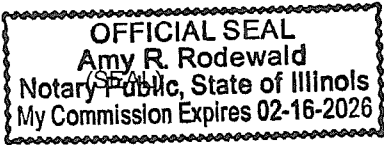
STATE OF IL
COUNTY OF Jackson

I, Amy R Rodewald, a Notary Public in and for said county, do hereby certify that

Matthew Rodewald and Jonathan Fremling
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of April 2025
Day Month, Year



Notary Public Signature & Date
[Signature] 4/4/2025
Date commission expires 2-16-2026

SURETY

Name of Surety
The Cincinnati Insurance Company

Title
By: [Signature] Attorney-in-Fact

STATE OF IL
COUNTY OF MACON

I, Catherine L. Ater, a Notary Public in and for said county, do hereby certify that

James D. Morgason
Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of April 2025
Day Month, Year



Notary Public Signature & Date
[Signature] 4/4/2025
Date commission expires 05/07/27

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date
[Signature] 4/22/25
County Clerk
Local Public Agency Type

Awarding Authority
[Signature] 4/22/25

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Daniel A. Martini; Tim R. Patton; James D. Morgason; Ashlyn Tucker; Wesley Shade;
Holli Schorey; Michael K. Breheny and/or Matthew D. Bennett

of Forsyth, Illinois

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

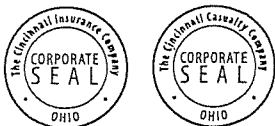
Any such obligations in the United States, up to
Sixty Million and No/100 Dollars (\$60,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 4th day of April, 2025



RESOLUTION NO.

2025-27

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract to C-Hill Civil Contracting for removal and replacement of a bridge located at TR130 over Tributary to Mud Creek in Ridge Township. Section #19-17120-00-BR, Shelby County based on their bid of \$424,993.50 submitted at a letting held March 25, 2025. See attached bid tabulation for bidders.

STATE OF ILLINOIS)
COUNTY OF SHELBY) SS

I Jessica Foy 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 April 10, 2025.

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 10th day of April A.D. 2025.

COUNTY CLERK

Illinois Department
of Transportation

County Municipality Section		SHELBY RIDGE 19-17120-00-BR		Date 3-25-2025 Time 10:00 AM		Appropriation SHELBY CO HWY DEPT		Name and Address of Bidders		C-Hill Civil Contractors, Inc. P.O. Box 58 14 Dean Street Campbell Hill, IL 62916		Samron Midwest Contracting P.O. Box 1555 Murphysboro, IL 62966		1-5	
Proposal Guarantee Terms								Approved Engineer's Estimate							
Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
20100500	TREE REMOVAL ACRES		ACRES	1.10	12,000.00	13,200.00	12500.00	13,750.00	0.00						
20200100	EARTH EXCAVATION		CU YD	1,472.00	60.00	88,320.00	23.50	34,592.00	35.00	51,520.00					
20300100	CHANNEL EXCAVATION		CU YD	330.00	60.00	19,800.00	35.00	11,550.00	35.00	11,550.00					
21101615	TOPSOIL FURNISH AND PLACE 4"		SQ YD	1,970.00	8.00	15,760.00	8.50	16,745.00	10.00	19,700.00					
28100207	STONE RIPRAP CLASS A4		TON	257.00	65.00	16,705.00	100.00	25,700.00	195.00	50,115.00					
28200200	FILTER FABRIC		SQ YD	350.00	7.00	2,450.00	5.00	1,750.00	2.50	875.00					
40200800	AGG SURFACE CSE TY B		TON	586.00	47.00	27,542.00	54.00	31,644.00	52.00	30,472.00					
50100100	REMOVAL OF EXISTING STRUCTURES		EACH	1.00	15,000.00	15,000.00	12500.00	12,500.00	42450.00	42,450.00					
50300225	CONCRETE STRUCTURE		CU YD	29.40	950.00	27,930.00	900.00	26,460.00	1200.00	35,280.00					
50300280	CONCRETE ENCASEMENT		CU YD	2.80	950.00	2,660.00	1500.00	4,200.00	1200.00	3,360.00					
50400505	PPC DECK BEAMS 27"		SQ FT	1,568.00	130.00	203,840.00	100.00	156,800.00	125.00	196,000.00					
50800205	RE-BARS EPOXY COATED		POUND	4,640.00	2.75	12,760.00	2.40	11,136.00	3.50	16,240.00					
50900205	STEEL RAILING TY S1		FOOT	135.00	275.00	37,125.00	165.00	22,275.00	175.00	23,625.00					
51201600	FURNISHING STEEL PILES HP 12X53		FOOT	150.00	90.00	13,500.00	43.00	6,450.00	75.00	11,250.00					
51202305	DRIVING PILES		FOOT	150.00	1.00	150.00	0.01	1.50	0.00						
51203600	TEST PILE STEEL HP 12X53		EACH	2.00	12,000.00	24,000.00	9000.00	18,000.00	10000.00	20,000.00					
51500100	NAME PLATES		EACH	1.00	450.00	450.00	550.00	550.00	500.00	500.00					
67100100	MOBILIZATION		L SUM	1.00	31,500.00	31,500.00	13600.00	13,600.00	34000.00	34,000.00					
72501000	TERMINAL MARKER- DIRECT APPLIED		EACH	4.00	45.00	180.00	52.50	210.00	60.00	240.00					
		TOTAL BIDS	% Over(+)/ Under(-) Est.	AS READ											
					2	1	1	0	0	0					

<div>County _____ Munic/R.D. _____ Section _____</div>						<div>SHELBY RIDGE 19-17120-00-BR</div>		<div>Date 3-25-2025 Time 10:00 AM</div>		<div>Appropriation SHELBY CO HWY DEPT Attended by _____</div>		Name and Address of Bidders		C-Hill Civil Contractors, Inc. P.O. Box 58 14 Dean Street Campbell Hill, IL 62916		Samron Midwest Contracting P.O. Box 1555 Murphysboro, IL 62966	
Proposal _____																	
Guarantee _____																	
Terms _____																	
Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total					
X2070302	POROUS GRANULAR EMBANKMET SPECIAL...		TON	100.00	47.00	4,700.00	81.00	8,100.00	75.00	7,500.00							
X2501000	SEEDING CLASS 2 SPEAL		ACRE	0.60	10,000.00	6,000.00	9300.00	5,580.00	9000.00	5,400.00							
X7010216	FFIC CONTROL AND PROTECTIC SPECIAL		L SUM	1.00	7,500.00	7,500.00	3400.00	3,400.00	15000.00	15,000.00							
		TOTAL BIDS	% Over(+)/ Under(-) Est.	AS READ		571,072.00		424,993.50		575,077.00		0.00					



**Illinois Department
of Transportation**

**Local Public Agency
Engineering Services Agreement**

Using Federal Funds?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement For	Agreement Type	Number
		MFT PE-CE	Supplement	

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Shelby County	Shelby	18-01127-00-BR	
Project Number	Contact Name	Phone Number	Email
	Michael Tappendorf, PE	(217) 774-2721	shelbycohwy@shelbycounty-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
TR 271A		650'+/-	087-3038 (Exist.)
Location Termini			
Near the SE Corner, SW 1/4, SW 1/4, Section 34, T11N, R6E, 3rd PM, where TR 271A crosses Drake Creek Branch.			
<div>Add Location</div> <div>Remove Location</div>			

Project Description
Removal of an existing two span bridge; construction of a proposed single span bridge with a PPCDB superstructure on steel pile supported concrete spill-thru type abutments; reconstruction of the adjacent approach roadways.

Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Local
Anticipated Construction Funding	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering ☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Gonzalez Companies, LLC	Brent Taylor, PE	(618) 222-2221	btaylor@gocos.net
Address	City	State	Zip Code
7 Carpenter Drive	Salem	IL	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 Services (CECS) Worksheets (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ Gonzalez Agreement
- ☐ _____
- ☐ _____

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 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:
 - (a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
 - (b) For Construction Engineering: The ENGINEER shall submit 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 not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. 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.
11. That the 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 COSTS 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

\$12,100.00 (Maximum Fee \$40,000) (For federal funds the lump sum shall be determined using the Cost Plus Fixed Fee Formula.)

☐ Specific Rate

☐ 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 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. The 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.
8. 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.
9. 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.
10. 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 those 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 project. 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.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. 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.
- 13. 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 provide 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 differences 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 or inadequate, the STATE

shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors 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	\$12,100.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Hammond and Reid Land Surveying, LTD	27-1386385	Included Above
Subconsultant Total		Included Above
Prime Consultant Total		\$12,100.00
Total for all work		\$12,100.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest:


Local Public Agency Type

The County

Local Public Agency

of Shelby County

By (Signature & Date)

4/10/2025

Local Public Agency


Shelby County

Local Public Agency Type

County

Clerk

By (Signature & Date)

4/10/2025

Title

CHAIRMAN


Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name


Gonzalez Companies, LLC

By (Signature & Date)



Title


By (Signature & Date)



Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)



Completed 03/31/25

Page 6 of 9

BLR 05530 (Rev. 07/08/22)



March 31, 2025

Michael Tappendorf, PE, County Engineer
Shelby County Highway Department
1590 State Highway 16
Shelbyville, IL 62565

Re: Requested Supplemental Work
TR 271A over Drake Creek Branch
Section 18-01127-00-BR / 18-02121-00-BR
Ash Grove & Big Spring Road Districts / Shelby County
Gonzalez Job 20-6037

Dear Mr. Tappendorf:

The engineering services agreement for the subject project received IDOT approval on 09/14/2020.

A Supplement is being requested for additional fee for the project.

1. Additional fee for PE services for increases in the ENGINEER's employee hourly rates from the time of the original contract in 2020 until the time that the work could commence after a County Engineer was appointed (i.e. delays caused by the County Engineer vacancy that delayed work due to lack of signing authority by the County Engineer). The delay also caused resubmittal of some time sensitive documents such as the COE permit.
2. Additional fee for survey work associated with construction layout and staking that was not included in the original contract scope work.

Supplemental Scope of Work:

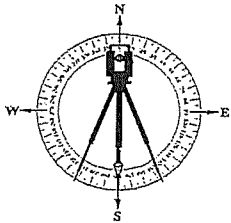
1. Finalize PE services.
 - a. By Gonzalez Companies, LLC (prime consultant)
2. Perform construction layout and staking, as requested by the LPA.
 - a. By Hammond & Reid Land Surveying, LTD (subconsultant)

Fee: The amount of additional engineering fees for performing these services is as follows:

1. PE Services: \$8,750.00 (Lump Sum)
2. Construction Layout/Staking: \$3,350.00 (Time and Material)
Layout Centerline, ROW, Abutments & Piles (1x Staking these locations only), Includes 5 Site Visits
3. **Total Supplement:** **\$12,100.00**

Shelby County

Brent L Taylor, PE
GONZALEZ COMPANIES, LLC



Hammond & Reid Land Surveying, LTD.
550 South Cedar Street
Shelbyville, Illinois 62565
www.hammondreidsurveying.com
(217) 294-3344 (217) 962-1772

Contract for Professional Services

Surveyor

Hammond & Reid Land Surveying, LTD
550 S. Cedar Street – Shelbyville, IL 62565
Phone: (217) 962-1772
Email: jreid@hammondreid.com

Client

Name: Gonzales Companies, LLC
Contact: Brent Taylor, P.E.
Phone: (618) 222-2221
Email: btaylor@gocos.net

Scope – (Services provided at T.R. 271A – Section 3-T10N-R6E & 34-T11N-R6E – Ash Grove/Big Spring Township - Shelby Co., IL)

Construction Layout – Centerline, ROW, Abutments & Piles (1-time Staking of Locations Only) (Includes 5 Site Visits):

TOTAL PROPOSED COST: \$2800

*Additional Work will be billed at \$150.00 per hour (2-man crew) plus materials *

Completion Date: T.B.D.

\$2,800.00 Hammond & Reid
\$550.00 Gonzalez (CAD files; Project Admin/Mangement)
\$3,350.00 Total

Surveyor/Client Agreement

- (1) The Client agrees to grant or obtain any and all necessary permissions/permits to allow Surveyor or Surveyors Agents/Employees to perform the work under this Contract.
- (2) The Surveyor will perform the work to the current Illinois Minimum Standard Laws.
- (3) In the event of all or any portion of the work performed by the Surveyor being suspended or terminated by either the Surveyor or the Client, the Client shall pay the Surveyor all fees, charges & services provided for the project, not to exceed the amount agreed to by this contract.
- (4) All original documents and copies thereof, produced as a result of this contract shall remain the property of the Surveyor and may be used without the consent of the Client. Except those documents that are required to be filed with Public Agencies.
- (5) In the event that any staking is destroyed by any party other than the Surveyor, the cost of re-staking shall be paid by the Client as extra work, provided such work is authorized by the Client.
- (6) The Surveyor shall not be liable for damages resulting from the actions/inactions of Governmental Agencies & shall only act as an advisor in all Governmental relations.
- (7) A late penalty of 1% per month (12% Annually) shall be applied to any unpaid balance, commencing 30 days after the date of the Invoice.
- (8) In the event that the Client institutes a lawsuit against the Surveyor because of any failure or alleged failure to perform, error or omission, or negligence and such lawsuit is not successfully prosecuted, the Client agrees to pay the Surveyor any and all costs of defense, including attorney's fees.
- (9) Should litigation be necessary to enforce any term/provision or to collect any portion of the amount payable under this contract, then all litigation and collection expenses, court costs and attorney's fees shall be paid by the Client.
- (10) This contract will be considered void if not returned to the Surveyor by May 1, 2025.

Contract accepted this _____ day of _____, 2025.

Jade R. Reid IPLS #3798

Client



2025 PROFESSIONAL SERVICE RATES

<u>Employee Classification</u>	<u>Rate</u>
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 III	\$185
Senior Structural Engineer II	\$180
Senior Structural Engineer I	\$170
Project Engineer XI	\$190
Project Engineer X	\$185
Project Engineer IX	\$175
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 IV	\$100
Survey Technician III	\$95
Survey Technician II	\$85
Survey Technician I	\$75
Technician X	\$155
Technician IX	\$150
Technician VIII	\$135
Technician VII	\$125
Technician VI	\$115
Technician V	\$105
Technician IV	\$95
Technician III	\$85
Technician II	\$75
Technician I	\$65

Direct Costs

Mileage	IRS Current Standard Rate
Other Direct Costs	15% Markup
Subconsultant Costs	15% Markup

AGREEMENT BETWEEN THE PUBLIC SAFETY TRAINING FOUNDATION AND THE COUNTY OF SHELBY, ILLINOIS, FOR USE OF THE PUBLIC SAFETY TRAINING FOUNDATION FACILITIES

This Agreement (Agreement) is made by the PUBLIC SAFETY TRAINING FOUNDATION, a not-for-profit corporation (the PSTF), and the COUNTY OF SHELBY, ILLINOIS, a body politic and corporate under the laws of the State of Illinois (the County) with reference to the following facts, and subject to the following terms and conditions.

RECITALS

- A. The PSTF owns various training facilities in Macon County (the Facilities)
- B. The PSTF now desires to allow the Shelby County Dive Rescue Team (SCDRT) and the Shelby County Rescue Squad (SCRS) use of the Facilities, subject at all times to the terms and conditions of this Agreement

ARTICLE ONE- GENERAL TERMS

- A. In consideration for the County covenants hereinafter expressed and made, the PSTF grants to the SCDRT AND SCRS non-exclusive access to and use of the Facilities on days exclusively determined by the PSTF.
- B. The County agrees the PSTF shall maintain control of the Facilities and further agrees to abide by the PSTF operational rules for the Facilities, which rules and subsequent amendments shall be provided by the PSTF personnel to the SCDRT AND SCRS personnel in charge.

ARTICLE TWO- PARTICULAR TERMS AND CONDITIONS

- A. The Facilities are available to the County only for training of personnel employed by the SCDRT AND SCRS.
- B. The Facilities may be scheduled by SCDRT AND SCRS personnel by contacting the designated PSTF personnel.
- C. The SCDRT AND SCRS acknowledges that other parties will also be using the Facilities
- D. SCDRT AND SCRS personnel shall use personal safety equipment while training at the Facilities

ARTICLE THREE- LIMITATIONS

The nature of this grant is a license. This Agreement is not assignable or otherwise transferable. As part of the consideration of the PSTF entering into this Agreement, the Shelby County Board shall pass a resolution whereby the County approves the terms of this Agreement and fully indemnifies the PSTF, as more fully set forth below, which obligations shall survive the termination or expiration of this Agreement.

ARTICLE FOUR- LIABILITY

The County agrees to assume liability for any loss, cost, claims, demands, damages and/or expense arising out of any demand, claim, suit or judgment from damages to property arising from the acts of omissions of any SCDRT AND SCRS personnel related to the County's use of the Facilities, including tortious acts or omissions resulting in injury to or death of persons, including the agents and employees of either party herein.

Notwithstanding the indemnity obligations contained herein or assumed by this Agreement, the County has no liability and shall not be responsible to indemnify any party for any demand claim, suit or judgment arising out of the acts or omissions of the PSTF or their respective employees, agents, or contractors.

ARTICLE FIVE- TERMINATION

This initial Agreement is effective upon the last to occur the County passing its approved resolution, and shall end on the last day of the twelfth full calendar month falling after such commencement. This Agreement shall automatically be renewed thereafter for successive twelve month periods, provide that this Agreement may be terminated by either party hereto at any time, by giving thirty (30) days' notice to the other party at the address shown on the signature page.

ARTICLE SIX- ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the PSTF and the County as to the Facilities and the matters set forth herein.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written

FOUNDATION:

PUBLIC SAFETY
TRAINING FOUNDATIOIN

By: _____

Name: _____

Title: _____

Date: _____

Public Safety Training Foundation
1087 W. Rotary Way
Decatur, Illinois

COUNTY:

COUNTY OF SHELBY, ILLINOIS

By: _____

Name: TAD A. MAYNARD

Title: CHAIRMAN

Date: 4/10/2025

County of Shelby
301 East Main Street
Shelbyville, Illinois

RESOLUTION NO. 2025-22

RESOLUTION APPROVING AGREEMENT BETWEEN THE PUBLIC SAFETY TRAINING
FOUNDATION AND THE COUNTY OF SHELBY, ILLINOIS FOR USE OF THE PUBLIC SAFETY
TRAINING FOUNDATION FACILITIES

BE IT RESOLVED BY THE SHELBY COUNTY BOARD:

Section 1.

That the Agreement presented to the Shelby County Board herewith, between the PUBLIC
SAFETY TRAINING FOUNDATION AND THE COUNTY SHELBY, ILLINOIS, be, and the same is
hereby, received, placed on file and approved.

Section 2:

That the Chairman and County Clerk be, and they are hereby, authorized and directed to sign,
seal and attest Agreement on behalf of the County.

PRESENTED AND ADOPTED this 10th day of April, 2025



TAD A. MAYHALL
CHAIRMAN

ATTEST:



JESSICA FOX
COUNTY CLERK



Shelby County, Illinois
Budget and Legislative Committee Meeting Minutes
February 25, 2025 – 6:00 PM
Shelby County Courthouse – Courtroom A
301 East Main St, Shelbyville, IL 62565

1. Call to Order

The meeting was called to order at 6:00 PM.

2. Roll Call

Members Present: Wafford, Matlock, Grant, Mayhall, Morse, Pritchard, and Yantis.
A quorum was present.

3. Approval of Minutes

A motion was made by Matlock and seconded by Grant to approve the minutes from the January 2025 meeting.

Motion carried.

4. Public Comment

Public body comment was heard.

5. Review and Discussion of FY25 Budget

The committee reviewed and discussed the FY25 budget. No questions were had about the YTD numbers on the budget. No further discussion followed.

6. Monthly Financial Reports – Treasurer

A motion was made by Matlock and seconded by Pritchard to remove from the table to vote on the preferred form of monthly financial reports from the Treasurer pursuant to 55 ILCS 5/3-10005.2. Motion Passed. Some discussion was had about waiting to see what CIC reports can be generated and what method and product would best help the board. A motion was subsequently made by Matlock and seconded by Grant to table this item.

Motion to table passed.

7. Closed Session

A motion was made by Morse and seconded by Pritchard to enter closed session pursuant to 5 ILCS 120/2(c)(21) to discuss meeting minutes for potential disclosure.

Motion carried.

The committee entered closed session.

8. Review of Closed Session Minutes

The committee reviewed closed session minutes.

FILED
MAR 26 2025


SHELBY COUNTY CLERK

9. Return to open session

A motion was made by Mayhall to exit closed session and return to open session, motion was seconded by Grant.

Motion carried.

9. Recommendation to Full Board

A motion was made by Mayhall and seconded by Pritchard to recommend to the full board the approval of opening selected closed session meeting minutes and recordings.

Motion carried.

10. Old Business

There was no old business.

11. New Business

12. Adjournment

A motion was made by Matlock and seconded by Morse to adjourn the meeting.

Motion carried. Meeting adjourned at 7:19 p.m.

Minutes of Finance Meeting February 11, 2025

Called to order by Chair Teresa Boehm at 4:31

Those attending:

Jeff Gregg

Christine Matlock

Tricia Miller

Teresa Boehm

Absent members: Sonny Ross, Clay Hardy and Julie Edwards

FILED
MAR 26 2025
Jenica Fox
SHELBY COUNTY CLERK

Approval of minutes for January 7th meeting.

Motioned by Christine 2nd by Jeff. All approved.

Public Body Comments. None

Review of claims:

Questions on CEFS Bills from July 2024. Two invoices same amount. These claims were approved at the coming board meeting after talking with Beth Marts.

Judges bill had the wrong dates and was given back for correction. Will be resubmitted to Finance next month.

Old Business. None

Motion to submit claims to the board with the above revisions. Motioned by Tricia and 2nd by Christine.

Motion to adjourn by Christine 2nd by Tricia. All approved

[REDACTED]

2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

March 23, 2025

NOTICE OF FINANCE COMMITTEE MEETING

The Finance Committee will meet at 4:30 PM on Tuesday, April 8, 2025 in Courtroom B of the Shelby County Courthouse.

AGENDA

1. Call to Order
2. Roll taken
3. Approval of minutes for the March meeting
4. Public Body Comment
5. Discussion of committee, review of policies
6. Review claims (invoices) submitted for payment by County Departments from General Funds, Special Funds, accounts not reviewed by the Road and Bridge, Animal Control Fund and Public Safety not reviewed by their respective committees.
7. Public Body Comment
8. Discussion and vote to make recommendation to the County Board for approval to pay claims reviewed by the Finance Committee.
9. Adjournment

Teresa Boehm

Finance Committee Chair

FILED
MAR 26 2025
Jenna Fox
SHELBY COUNTY CLERK

The Public Safety Committee met Thursday February 6, 2025 in Courtroom A of the Shelby County Courthouse.

Minutes taken by Tad Mayhall

Call to order by Tad Mayhall at 6:00 p.m. Cole, Edwards, Gregg, Mayhall, and Price present. Ross and Grant absent.

-Motion to approve minutes from December 5, 2024. Motion made by Price, second by Cole. Passed 5-0.

-Public Body Comment

-Item 5-Discuss and vote on sending PCOM job notice to the full board-Motion made by Gregg, second by Edwards. Limited discussion on the item. Motion passed 5-0.

-Item 6-Rescue Squad SOP/SOG approval-No action taken

-Item 7-Ambulance levy-No action taken

Item 8-Sheriff Department Updates. Construction projects are being discussed, one vehicle is in, and contract negotiations are underway.

-Item 9, Animal Control Updates. Updates provided via email.

Item 10-Dive Team Updates. Mr. Pritchard stated that first aid and CPR training took place in January and the team is scheduled to perform SCUBA cylinder training in February. The Boy Scouts were at the dive station recently for a tour and overview of the team and equipment. The trailer ordered in December is ready, the dive computers are in, and the topper and slide are also ready.

Item 11-Rescue Squad Updates. The squad has run 3 calls so far this year and had 59 in 2024. Training and meetings are on Wednesday each month. All the items purchased in December have arrived except the helmets and UTV. A recommendation was made to both dive and rescue to ensure the clerk has the items listed for insurance purposes. Mr. Price inquired about training at the Buffet facility in Decatur and knew that when he was on the Christian County Board that the facility offered training for their county.

-Item 12-EMA update. Mr. McKee provided TextMyGov has been up and running for 3 weeks and is available and awaiting FEMA for additional approval. To receive text messages, text Shelby County to 91896.

-Items 13-14, No old business, new business.

Motion to adjourn by Cole, second by Price. Passed 5-0. Adjourned at 6:15 p.m.

FILED
APR 04 2025
Jemini Joy
SHELBY COUNTY CLERK

April 1, 2025

NOTICE OF PUBLIC SAFETY COMMITTEE MEETING
(Cole, Edwards, Grant, Gregg, Mayhall, Price, Ross)

There will be a meeting of the Public Safety Committee on Thursday, April 3, 2025 at 6:00 PM. This meeting will be held at the Shelby County Courthouse (Courtroom A) office located at 301 East Main in Shelbyville.

AGENDA

1. Call or Order
2. Roll Call
3. Approval of minutes
4. Public Body Comment
5. Discuss and vote to send to the full board the Public Safety Training Foundation Agreement
6. Sheriff Department Updates
7. Animal Control Updates
8. Dive Team Updates
9. Rescue Squad Updates
10. EMA Updates
11. Old Business
12. New Business
13. Adjournment

FILED
APR 01 2025

Jessie Fox
SHELBY COUNTY CLERK

Road and Bridge Committee
Meeting Minutes
March 10th, 2025

FILED
APR 08 2025
Jennie Cox
SHELBY COUNTY CLERK

Date and Time of meeting: Monday, March 10th, 2025, 4:30 pm

Location of Meeting: Shelby County Highway Department
1590 State Highway 16
Shelbyville, Illinois 62565

Roll Call: Teresa Boehm, Chad Yantis, Larry Syfert, Tim Morse, Brent Wallace (Larry Syfert was absent)

Also present Wendy Gregory, Michael Tappendorf and Tim Baumgarten

Public Body Comment – None

Approval of Minutes from previous meeting – February 10th, 2025

Motion made by Brent Wallace, Seconded by Teresa Boehm, Passes unanimously

Maintenance Department Update – A typed list of work completed by the maintenance department was supplied by Tim Baumgarten. The Committee asked about the process of what we do with dead deer. Discussion was had on how to keep signs from getting stolen. It would take \$18,000 to fix the sign truck and it's not worth that much.

Engineers report – A typed Engineer's report was supplied by Michael Tappendorf. Teresa Boehm asked if Highway Department was pursuing grants and Michael Tappendorf responded "yes" as they become available. Discussions were had regarding information in the Engineer's report. An April letting for County Highway 3 construction project is set. The second Oconee Township bridge is almost complete. Should start working on it again in the next weeks. Tim Morse discussed concerns with the drainage issues around County Highway 2. Discussed the Highway Department budget specifically regarding purchasing equipment. The Highway Department needs newer dump trucks. The Committee approved for Michael Tappendorf to look for them. Teresa Boehm asked about our labor employees being paid ARPA time and half for their overtime. The employees have been getting paid as such up until last pay period. Teresa is going to research to see if that should continue or if it's just a flat \$40.00 a week.

Resolutions/Petitions for County Board Approval

1. Discussion and Approval of Certificate of Authority to allow Michael Tappendorf – Shelby County Engineer to be authorized representative to purchase salt for treatment of intersections and bridges during inclement weather.
Motion made by Teresa Boehm, Seconded by Chad Yantis, Passes unanimously
2. Discussion and Approval to enter into a Joint Resolution of agreement between Effingham County and Shelby County to construct improvements to an across highway drainage structure in Prairie Township near the Southwest Corner of Prairie Township along 000N. Estimated cost for improvements will be \$15,000, of which \$5,000 will be from the Shelby County Bridge Fund.
Motion made by Tim Morse, Seconded by Chad Yantis, Passes unanimously
3. Discussion and Approval of Engineering Agreement for Structure 087-3041 over Richland Creek on County Highway 40. Engineering Agreement as awarded by following the QBS procedures outlined by IDOT – Bureau of Local Roads.

- a. Option 1 – Lochmueller Group, Inc. for Full amount of \$276,965.00. To be funded from Federal STR and County Bridge Fund
- b. Option 2 - Lochmueller Group, Inc. for partial amount of \$28,019.78. To be funded fully From County Bridge Fund, with future agreements to come for remainder.
- c. Option 3 – Hampton, Lenzini, and Renwick, Inc. (HLR) for \$68,000. To be funded from Federal Str and County Bridge Fund.

Motion to except option C made by Chad Yantis, Seconded by Brent Wallace, Passes unanimously

4. Stop Sign Warranted for Intersection of 1350N and 2900E in Richland Township. Location North of Ch 38 and East of St Hwy 16.

Motion made by Brent Wallace, Seconded by Chad Yantis, Passes unanimously

Other Discussion For Road/Bridge Committee

1. Policy on permitting landowner/contractor to perform ditching improvements on County Highways
Michael Tappendorf discussed landowners reaching out to their own ditching improvements. Some concerns of the Committee were liability insurance for things not being done properly.
2. Online Posting for information on Policies for snow removal, ditching, ROW Permits. As well as posting for information on future upcoming projects.
Michael Tappendorf is going to check with other Counties to see what their policies are.
3. House Bill 2515 Title “LOW POP TWP DIST DISSOLUTION”
Michael Tappendorf wanted to let Committee know this was being discussed in the House.

Approval of CPCA – **Motion by Chad Yantis, Seconded by Tim Morse, Passes unanimously**

Approval of Claims- **Motion by Chad Yantis, Seconded by Brent Wallace, Passes unanimously**

Public Body Comment - **None**

Adjournment: Next Scheduled Meeting will be April 7th, 2025 @ 4:30 pm @ Highway Department

Motion made by Chad Yantis, Seconded by Teresa Boehm, Passes unanimously

I hereby approve these meeting minutes and authorize them to be duly recorded.

Road & Bridge Committee



Teresa Boehm (Committee Chairwoman)

Date



Tim Morse



Date



Larry Syfert



Date



Brent Wallace



Date



Chad Yantis



Date

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION
TREASURER'S REPORT March 31, 2025

FILED
APR 10 2025
Jenni Boy
SHELBY COUNTY CLERK

Beginning Balance February 28, 2025 \$ 26,838.20

Deposits

Arrow Energy--Credit Card Fuel Sales	\$ 2,884.74	
Fuel Sales--Cash & Check	\$ 721.25	
Rent	\$ 1,112.65	
Shelby County Aviation--Ameren	\$ 332.17	
Bank Interest	\$ 1.91	
	\$ 5,052.72	
		\$ 31,890.92

Bills Received and Paid

Shelby County Aviation--FBO March, 2025	\$ 3,500.00	
Shelby Electric Cooperative	\$ 1,364.12	
Steve Wempen--Bookkeeping March, 2025	\$ 200.00	
Illinois Department of Revenue--Sales Tax Payment	\$ 191.00	
John Deere Financial--New Tractor Payment 59 of 84	\$ 751.36	
Shelbyville Water Department	\$ 26.00	
Ameren IP	\$ 504.78	
Shelby County Aviation--Storm Water Recertification	\$ 299.00	
Steve Wempen--Reimbursement for Tyvek/New Hangar Doors	\$ 871.10	
Steve Darnell Trucking--Dirt Hauling	\$ 510.00	
A. C. T. S. LLC--Internet	\$ 50.00	
Aerinova Aerial--Jet Fuel Settlement	\$ 32.70	
Iconic Insulation--Spray Foamed New Hangar Doors	\$ 8,190.00	
Triple B Home Center--Building Material	\$ 45.78	
Consolidated Communications	\$ 196.49	
Arrow Energy--1829 Gal. 100LL Avgas @\$4.2302 per Gal.	\$ 7,737.03	
	\$ 24,469.36	
		\$ 7,421.56

Shelby County State Bank	\$ 7,421.56
First Federal Savings and Loan	\$ 1,447.13
Farm Agency Account	\$ 14,551.32
Fuel Receivable	\$ 893.94
Rent Receivable	\$ 460.00
Cash On Hand	\$ 729.89
The Illinois Fund	\$ 60,456.71
Certificates of Deposit	\$ 73,769.35
	\$ 159,729.90

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION
REGULAR MEETING MINUTES **March 10, 2025**

- Members present at meeting:
Commissioners--John Hall, Rick Brown, Paul Canaday, Steve Wempen
- Members not present at meeting:
Commissioners--Walt Lookofsky
- Others Present
Airport Manager--Scott Jefson
County Board Members--Carol Cole, Austin Pritchard
Farm Manager--
Lyle Jefson
- Rick calls the meeting to order.

Scott offers each of the board members a free hat compliments of Power Lift Doors. Scott also said they were easy to work with. Did a few extra things for him, everything was all good. They did a nice job. Paul ask exactly how much did the doors end up costing per each. Carol said the total for all six doors was \$189,214. Austin said the doors came to \$31,535 per door. Steve handed Scott the new NDB Maintenance Manual to be placed under the counter. Paul ask how many doors still needed replace. Steve said there were nine left out of fifteen. Scott mentioned talking to Dave with the door company about converting the Main Hangar doors into a solid lift and he is going to get back to him with a price. Austin asks about the remaining old doors and Scott said there were four left on the north t-hangars and five old ones on the south set of t-hangars.

The minutes for the Regular Meeting held February 10th were read by all. Paul made a motion to approve the minutes. It was second by John and was approved by all saying aye.

The February Treasurer's Report was read by all. Rick made a motion to approve the Treasurer's Report. It was second by Paul and approved by all saying aye.

Bills Presented		
Shelby County Aviation--Reimbursement for Storm Water Recertification	\$	299.00
Steve Darnell Trucking--Hauling Dirt	\$	510.00
Steve Wempen--Reimbursement for Tyvek for New Hangar Doors	\$	871.10
Triple B Home Center-- Building Maintenance	\$	45.78

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

Managers Report

Scott mentions getting recertified with the American Storm Water Institute. The tractor is back now with the new loader on it. The new doors are done now just today. He and Steve did a walk thru with Dave and gave them a sign off that everything was good. Scott mentions Dave from Power Lift purchasing all the steel for door skins and all six man doors from Triple B Home Center. He also purchased several 2X4's and misc. supplies for attaching the steel to the doors from Triple B. Dave also welded some tabs on the building frame on both sides of the new bathrooms for anchoring some 2X lumber so we can finish putting trim up. The new Zero Turn mower should be here sometime in April. The new weather station has arrived but he hasn't had time to install yet. Needed to replace the breakers on all six doors and also will be getting a bill from Matt Figgins for electrical material for hooking up the doors.

Scott said he has to go to the doctor and might need surgery on his shoulder. He has all the keys to the new doors and need to pass them out to the different renters.

Don Gherardini is now out of hangar number one and Lyle Jefson is present wanting to ask the board if he could rent that hangar. Lyle said he did not have an airplane but would have one in the near future.

Scott said he would be willing to release his hangar that he receives as part of his pay and keep his airplane in the Main Hangar. Scott ask the board to consider increasing his salary by \$125, then the airport would receive the \$125 in additional rent income by renting his old hangar out. A lengthy discussion ensued on the proposal.

Also Scott mention Dave from Power Lift said if we would remove the old skins from the old doors and stack on a pallet, then cut all the aluminum frame work into short pieces and stack it on pallets, we would get a lot more per pound for separating the steel and aluminum. That would be the best for the airport, but he didn't have time to deal with at present. A lengthy discussion ensued on scraping the old doors. Scott said Garrett Wasson was up the other day and said he might have someone interested in purchasing his junk airplane. Rick makes a motion to increase Scott salary by \$125 upon releasing his hangar back to the airport making it available to rent. Paul second it and it was approved by all saying aye. Rick then made a motion to let Lyle take over Don Gherardini's hangar. A discussion ensued on Don and the remaining stuff left in the hangar. It was mentioned that we didn't need a motion to rent a hangar out.

End of Managers Report

Old Business

Some discussion ensued on Lindsay's monthly report on current projects. A discussion ensued on switching to spray foam insulation on the new hangar doors instead of fiberglass. Steve said the additional cost would run about \$5,000 and that in a long run would be the best for our money. John mentioned possibly lining the lower portion of the new doors to protect the foam. Some discussion ensued on lining the inside of the doors. Paul made a motion to amend the motion to insulate the doors from fiberglass to spray foam. It was second by John and approved by all saying aye. Scott ask if by approving the motion, would Steve be able to go ahead and pay for the insulation when they finish. It was decided that Steve pay the invoice after a walk thru inspection for approval when the job is finished.

New Business

Additional hangar doors was discussed. Austin mentioned trying to work in some additional doors into next years budget. Some more discussion ensued on additional doors.

Paul made a motion to adjourn and Steve second it. Motion approved by all saying aye.

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

[illegible]

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY *March 31, 2025*

CHECK NO.	DATE	6210-01	5220-12	5455-12	6120-12	7000-12	7440-12	7441-12	7442-12	7443-12	7444-12	7800-12	8010-12	9900-12
6575	YTD	\$ 10,500.00	\$ 600.00	\$ 2,254.08	\$ -	\$ 120.00	\$ 226.91	\$ 151.46	\$ 955.75	\$ -	\$ 322.50	\$ 5,513.11	\$ 9,920.92	\$ 1,124.08
6576	1-Mar-25	\$ 3,500.00												
6577	3-Mar-25			\$ 751.36										
6578	7-Mar-25											\$ 26.00	\$ 7,737.03	
6579	8-Mar-25											\$ 1,364.12	\$ 32.70	
6580	9-Mar-25													\$ 299.00
6581	11-Mar-25													
6582	11-Mar-25						\$ 871.10							
6583	11-Mar-25						\$ 45.78							
6584	11-Mar-25													
6585	11-Mar-25		\$ 200.00							\$ 510.00				
6586	21-Mar-25											\$ 50.00		
6587	25-Mar-25											\$ 196.49		
6588	25-Mar-25												\$ 8,190.00	
6589	28-Mar-25											\$ 504.78		

[illegible]

SHELBY COUNTY AIRPORT---CERTIFICATES of DEPOSIT

[illegible]

Shelby County Airport and Landing Field Commission

Fuel Sales March, 2025

DATE	QUANTITY	CUSTOMER INVOICE	TRANS. NO.	PRICE	CREDIT CARD	CHARGE	CASH
1-Mar-25	110.05	Credit Card Customer	2812	\$ 5.00	\$ 550.25		
2-Mar-25	20.11	Credit Card Customer	2813	\$ 5.00	\$ 100.55		
4-Mar-25	10.71	Matt Figgins	2814	\$ 4.95		\$ 53.01	
7-Mar-25	22.53	Credit Card Customer	2815	\$ 5.00	\$ 112.65		
7-Mar-25	75.11	Cash Customer	2816	\$ 5.00			\$ 375.55
7-Mar-25	40.69	Cash Customer	2817	\$ 5.00			\$ 203.45
7-Mar-25	7.01	Credit Card Customer	2818	\$ 5.00	\$ 35.05		
7-Mar-25	10.49	Garrett Wasson	2819	\$ 4.95		\$ 51.93	
8-Mar-25	10.12	Credit Card Customer	2820	\$ 5.00	\$ 50.60		
8-Mar-25	29.66	Credit Card Customer	2821	\$ 5.00	\$ 148.30		
8-Mar-25	12.58	Credit Card Customer	2822	\$ 5.00	\$ 62.90		
8-Mar-25	8.10	Credit Card Customer	2823	\$ 5.00	\$ 40.50		
9-Mar-25	8.15	Credit Card Customer	2824	\$ 5.00	\$ 40.75		
9-Mar-25	17.15	Barry Brunken	2825	\$ 4.95		\$ 84.89	
9-Mar-25	9.28	Ken Best	2826	\$ 4.95		\$ 45.94	
9-Mar-25	6.13	Credit Card Customer	2827	\$ 5.00	\$ 30.65		
9-Mar-25	10.76	Credit Card Customer	2828	\$ 5.00	\$ 53.80		
10-Mar-25	4.03	Credit Card Customer	2829	\$ 5.00	\$ 20.15		
10-Mar-25	16.47	Credit Card Customer	2830	\$ 5.00	\$ 82.35		
10-Mar-25	19.43	Credit Card Customer	2831	\$ 5.00	\$ 97.15		
11-Mar-25	5.11	Scott Jefson	2832	\$ 4.95		\$ 25.29	
11-Mar-25	22.53	Credit Card Customer	2833	\$ 5.00	\$ 112.65		
11-Mar-25	15.55	Credit Card Customer	2834	\$ 5.00	\$ 77.75		
11-Mar-25	11.51	Credit Card Customer	2835	\$ 5.00	\$ 57.55		
12-Mar-25	3.86	Credit Card Customer	2836	\$ 5.00	\$ 19.30		
12-Mar-25	7.59	Credit Card Customer	2837	\$ 5.00	\$ 37.95		
12-Mar-25	19.49	Credit Card Customer	2838	\$ 5.00	\$ 97.45		
12-Mar-25	48.49	Credit Card Customer	2839	\$ 5.00	\$ 242.45		
12-Mar-25	4.11	Credit Card Customer	2840	\$ 5.00	\$ 20.55		
12-Mar-25	22.35	Scott Jefson	2841	\$ 4.95		\$ 110.63	
12-Mar-25	10.08	Credit Card Customer	2842	\$ 5.00	\$ 50.40		
12-Mar-25	4.88	Credit Card Customer	2843	\$ 5.00	\$ 24.40		
12-Mar-25	8.08	Credit Card Customer	2844	\$ 5.00	\$ 40.40		
13-Mar-25	3.72	Paul Canaday	2845	\$ 4.95		\$ 18.41	
13-Mar-25	9.51	Schelby County Dive Team	2846	\$ 5.00		\$ 47.55	
13-Mar-25	5.82	Credit Card Customer	2847	\$ 5.00	\$ 29.10		
14-Mar-25	2.54	Credit Card Customer	2848	\$ 5.00	\$ 12.70		
14-Mar-25	4.12	Credit Card Customer	2849	\$ 5.00	\$ 20.60		
15-Mar-25	4.11	Credit Card Customer	2850	\$ 5.00	\$ 20.55		
15-Mar-25	6.12	Credit Card Customer	2851	\$ 5.00	\$ 30.60		
16-Mar-25	11.02	Credit Card Customer	2852	\$ 5.00	\$ 55.10		
17-Mar-25	6.32	Rick Brown	2853	\$ 4.95		\$ 31.28	
17-Mar-25	16.65	Rick Brown	2854	\$ 4.95		\$ 82.42	
18-Mar-25	30.23	Credit Card Customer	2855	\$ 5.00	\$ 151.15		
20-Mar-25	5.11	Credit Card Customer	2856	\$ 5.00	\$ 25.55		
21-Mar-25	24.12	Credit Card Customer	2857	\$ 5.00	\$ 120.60		
22-Mar-25	19.72	Scott Jefson	2858	\$ 4.95		97.61	
22-Mar-25	20.11	Credit Card Customer	2859	\$ 5.00	\$ 100.55		
22-Mar-25	5.83	Credit Card Customer	2860	\$ 5.00	\$ 29.15		
24-Mar-25	5.11	Credit Card Customer	2861	\$ 5.00	\$ 25.55		
5-Mar-25	0.00	Timed Out	2862	\$ 5.00			
25-Mar-25	15.09	Steve Wempen	2863	\$ 4.95		\$ 74.70	
25-Mar-25	6.00	Credit Card Customer	2864	\$ 5.00	\$ 30.00		
25-Mar-25	0.99	Cash Customer	2865	\$ 5.00			\$ 4.95
26-Mar-25	8.38	Credit Card Customer	2866	\$ 5.00	\$ 41.90		
26-Mar-25	25.11	Credit Card Customer	2867	\$ 5.00	\$ 125.55		
26-Mar-25	5.89	Credit Card Customer	2868	\$ 5.00	\$ 29.45		
27-Mar-25	2.12	Credit Card Customer	2869	\$ 5.00	\$ 10.60		
28-Mar-25	55.11	Credit Card Customer	2870	\$ 5.00	\$ 275.55		
28-Mar-25	105.30	Credit Card Customer	2871	\$ 5.00	\$ 526.50		
28-Mar-25	4.11	Credit Card Customer	2872	\$ 5.00	\$ 20.55		

SHELBY COUNTY AIRPORT

100LL COST OF SALES REPORT 2024-2025

MONTH	GALLONS SOLD	AVE. PRICE PER. GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST		
December	692.12	\$ 5.00	\$ 2,632.95	\$ 234.18	\$ 591.10	\$ 3,458.23	\$ 4.13	\$ 4.39	\$ 97.93	\$ 3,135.04	\$	323.19
January	504.86	\$ 4.99	\$ 1,752.95	\$ 451.99	\$ 314.80	\$ 2,519.74	\$ 4.15	\$ 4.41	\$ 69.44	\$ 2,295.56	\$	224.18
February	646.00	\$ 5.00	\$ 2,996.80	\$ 232.14	-	\$ 3,228.94	\$ 4.15	\$ 4.41	\$ 105.22	\$ 2,953.68	\$	275.26
March	1127.04	\$ 4.99	\$ 4,063.00	\$ 978.83	\$ 583.94	\$ 5,625.77	\$ 4.21	\$ 4.47	\$ 131.98	\$ 5,173.37	\$	452.40
April						-		-	-			-
May						-		-	-			-
June						-		-	-			-
July						-		-	-			-
August						-		-	-			-
September						-		-	-			-
October						-		-	-			-
November						-		-	-			-
TOTAL	2970.02		\$ 11,445.70	\$ 1,897.14	\$ 1,489.84	\$ 14,832.68			\$ 404.57	\$ 13,557.65	\$	1,275.03

\$30 Monthly Fee Included In Arrow Fee Above

JET A COST OF SALES REPORT 2024-2025

MONTH	GALLONS SOLD	AVE. PRICE PER. GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST		
December	27.03	\$ 4.89	\$ 83.28	\$ 48.90	-	\$ 132.18	\$ 2.83	\$ 3.01	\$ 2.15	\$ 83.42	\$	48.76
January	219.33	\$ 4.89	\$ 1,012.42	\$ 59.48	-	\$ 1,071.90	\$ 2.83	\$ 3.01	\$ 22.78	\$ 682.28	\$	389.62
February	14.26	\$ 4.89	\$ 69.74	-	-	\$ 69.74	\$ 2.83	\$ 3.01	\$ 1.75	\$ 44.63	\$	25.11
March	0.00	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-			-
April		\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-			-
May		\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-			-
June		\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-			-
July		\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-			-
August		\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-			-
September		\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-			-
October		\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-			-
November		\$ -	\$ 0	\$ -	\$ -	-	\$ -	\$ -	-			-
TOTAL	260.62		\$ 1,165.44	\$ 108.38	\$ -	\$ 1,273.82			\$ 26.68	\$ 810.33	\$	463.49

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
SHELBYVILLE, IL.

REGULAR MEETING AGENDA

Meeting to be held at the Shelby County Airport
April 7, 2025
7:00 PM

- I. Call Meeting to Order**
- II. Guest Speaker (If Scheduled)**
 - 1 Jim Schwerman to present Farm Report**
 - 2 SA Ruth Woolery--To Present EPA Settlement Prop**
- III. Approval of Minutes**
- IV. Approval of Treasurer's Report**
- V. Approval of Bills Presented**
- VI. Airport Manager's Report**
- VII. Old Business**
 - 1 Discuss options for Main Hangar Roof Patching/Coating**
 - 2**
- VIII. New Business**
 - 1 Discuss and vote on EPA Settlement Proposal**
 - 2 Discuss Scott's Contract, Salary and Personal Hangar and Amend**
- IX. Adjournment**

PETITION TO THE CHAIR AND COUNTY BOARD

OF

SHELBY COUNTY, ILLINOIS

The undersigned herewith petitions the Honorable Chair and the Honorable Members of the County Board of Shelby County, Illinois for appointment as a Trustee of the Strasburg Fire Protection District in accordance with the provisions of Section 4 of the Illinois Fire Protection District Act (70 ILCS 705/4) for a three-year term commencing the first Monday in May 2025. The undersigned certifies that he is a registered voter residing within the jurisdiction of the Strasburg Fire Protection District and meets all qualifications to serve as a member of the Board of Trustees of the said Fire Protection District.


Robert Roley

STATE OF ILLINOIS)
) SS.
COUNTY OF SHELBY)


Subscribed and sworn to before me, a Notary Public, this 5th day of
March, 2025.





Notary Public

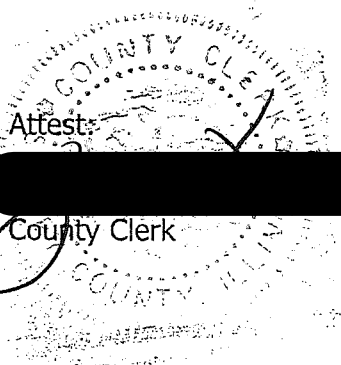
APPROVAL

The undersigned Chair of the County Board of Shelby County, Illinois with the advice and consent of the County Board of Shelby County, Illinois, does hereby appoint Robert Roley as a trustee of the Strasburg Fire Protection District for a three-year term commencing the first Monday in May 2025 and until his successor has been appointed and qualifies to serve all in accordance with Section 4 of Illinois Fire Protection District Act (70 ILCS 705/4).


Chair
County Board of Shelby County, Illinois
Date: 4/10/2025

Attest:


County Clerk




SHELBY COUNTY, ILLINOIS

BOND OF FIRE PROTECTION DISTRICT TRUSTEE

The undersigned, Robert Roley, as principal, and John Helton, as surety, and Tim Lenz, as surety, jointly and severally, do herewith bind ourselves to the People of the State of Illinois in the penal sum of \$500.00 and the said principal will faithfully discharge his obligation and duties as a Trustee of the Strasburg Fire Protection District.


Robert Roley, Principal


John Helton, Surety


Tim Lenz, Surety


STATE OF ILLINOIS)
) SS.
COUNTY OF SHELBY)

On the 16th day of March, 2025, there did appear before me, a Notary Public, Robert Roley, John Helton, and Tim Lenz, who being personally known to me, did execute the above and foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.




Notary Public

APPROVED:


Chair, Shelby County Board

Date: 4/10/2025

Robert Roley
1018 N 3125 E Rd
Windsor, IL 61957

February 25, 2025

Honorable Tad Mayhall, Chair
Shelby County Board
301 E. Main Street
Shelbyville, IL 62565

Re: Strasburg Fire Protection District Trustee Reappointment

Dear Mr. Mayhall:

I am requesting to be appointed to the Board of Trustees of the District for a term of three (3) years, ending the first Monday in May 2028. My petition and bond are enclosed.

If there are any questions concerning the foregoing, or if any additional information is needed to complete my appointment, please contact me at 217-259-5752.

Thank you.

Sincerely,



Robert Roley

Enclosure

cc: Honorable Jessica Fox

FILED
MAR 20 2025


SHELBY COUNTY CLERK

RESOLUTION

2025-23

WHEREAS, the statutes of the State of Illinois provides that appointments of trustees of the fire districts shall be made by the Chairman of the County Board, with the advice and consent of the Board; and,


WHEREAS, the County Board has been advised that the Chairman of the Board desires to appoint the following individual, to-wit; Jeremy Zindel, who is qualified to hold the office of Trustee of the Moweaqua Community Fire Protection District, and that the said individual is to be appointed for a term of office expiring on the first Monday in May 2028; and,

WHEREAS, the Board does approve such appointment of Jeremy Zindel, as Trustee of the Moweaqua Community Fire Protection District.


NOW, THEREFORE, BE IT RESOLVED, that Jeremy Zindel be appointed to the office of Trustee of the Moweaqua Community Fire Protection District for a term of office expiring on the first Monday in May 2028.

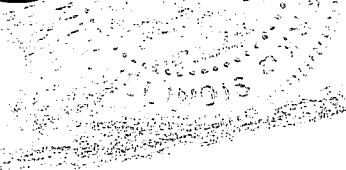
BE IT FURTHER RESOLVED that the appointee shall obtain the approval of the Chairman of the County Board of a Bond with appropriate surety in the amount of \$2,000.00.

PRESENTED, ADOPTED AND RECORDED this 10th day of APRIL 2025.


Chairman, Shelby County Board
Shelby County, Illinois

ATTEST:


County Clerk and Ex-Officio
Clerk of the Shelby County Board



2025-24

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

WHEREAS, THE SHELBYVILLE FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district contained entirely within the County of Shelby, State of Illinois, but not wholly within a single township or municipality, and

WHEREAS, 70 ILCS 705/4 (3), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and

WHEREAS, the Chairman of the County Board has appointed Paul T. Bennett to serve a three-year term as Trustee commencing May 1, 2025, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

NOW THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of Paul T. Bennett to serve as Trustee for the SHELBYVILLE FIRE PROTECTION DISTRICT, is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 10th day of APRIL, 2025.



Chairman, Shelby County Board

ATTEST



County Clerk

ILLINOIS

APPOINTMENT OF TRUSTEE FOR
THE SHELBYVILLE FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (3), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint Paul T. Bennett as Trustee for the **SHELBYVILLE FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a three-year term commencing on May 1, 2025, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 10th day of April, 2025.



Chairman, Shelby County Board

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

IN THE MATTER OF)
THE SHELBYVILLE)
FIRE PROTECTION DISTRICT) NO.

TRUSTEE'S BOND


KNOW ALL MEN BY THESE PRESENTS, that we, Paul T. Bennett as Principal, and Ken Hoene and Penny Standerfer as sureties, of the County of Shelby and State of Illinois, are bound to the People of the State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

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

WITNESS our hands and seals this 12th day of February, 2025.


Principal-Paul T. Bennett


Surety-Ken Hoene



Surety-Penny Standerfer

STATE OF ILLINOIS)
COUNTY OF SHELBY) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul T. Bennett and Ken Hoene and Penny Standerfer personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of February, 2025.




Notary Public

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

IN THE MATTER OF)
THE SHELBYVILLE FIRE)
PROTECTION DISTRICT) NO.

OATH OF OFFICE

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

Dated this 12th day of February, 2025.



SUBSCRIBED AND SWORN TO before me this 12th day of February, 2025.




Notary Public

BOND APPROVED:



Chairman, Shelby County Board


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

IN THE MATTER OF)
THE SHELBYVILLE)
FIRE PROTECTION DISTRICT) NO.

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that Paul T. Bennett was appointed by the Chairman of the County Board of Shelby County, Illinois, to a three-year term beginning on May 1, 2025, as Trustee of THE SHELBYVILLE FIRE PROTECTION DISTRICT, and that said appointment was approved by the County Board of Shelby County on the 10th day of April, 2025.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 10th day of April, 2025.



County Clerk



2025-25

RESOLUTION APPROVING THE APPOINTMENT OF TRUSTEE
FOR THE TOWER HILL FIRE PROTECTION DISTRICT


WHEREAS, THE TOWER HILL FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district contained entirely within the County of Shelby, State of Illinois, but not wholly within a single township or municipality, and

WHEREAS, 70 ILCS 705/4 (3), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and


WHEREAS, the Chairman of the County Board has appointed Brad Rowley to serve a three-year term as President commencing May 1, 2025, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

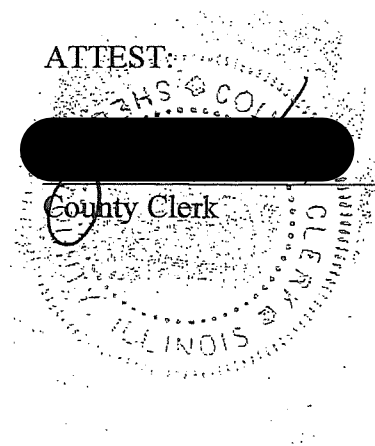
NOW THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of Brad Rowley to serve as President for the TOWER HILL FIRE PROTECTION DISTRICT, is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred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

PASSED AND APPROVED this 10th day of APRIL, 2025.


Chairman, Shelby County Board

ATTEST:


County Clerk



APPOINTMENT OF TRUSTEE FOR
THE TOWER HILL FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (3), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint Brad Rowley as Trustee for the **TOWER HILL FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a three-year term commencing on May 1, 2025, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 10th day of APRIL, 2025.



Chairman, Shelby County Board

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

IN THE MATTER OF)
THE TOWER HILL)
FIRE PROTECTION DISTRICT) NO.

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Brad Rowley as Principal,
and Don Selby and Michael Nohren as Sureties, of
the County of Shelby and State of Illinois are bound to the People of the State of Illinois in the
penal sum of Five Hundred Dollars (\$500.00)

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

WITNESS our hands and seals this 7th day of February, 2025


Principal-Brad Rowley

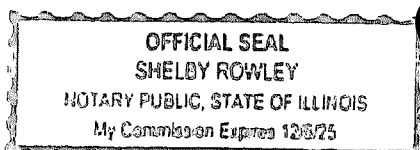

Surety-Don Selby


Surety-Michael Nohren

STATE OF ILLINOIS)
COUNTY OF SHELBY) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby
certify that Brad Rowley and Don Selby and Michael Nohren
personally known to me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that they signed, sealed and
delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 7 day of February, 2025




Notary Public

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

IN THE MATTER OF
THE TOWER HILL FIRE
PROTECTION DISTRICT

1
1
1 NO

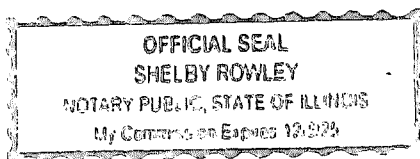
OATH OF OFFICE

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

Dated this 7th day of February, 2025.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me this 7th day of February, 2025.



[Redacted Signature]
Notary Public

BOND APPROVED

[Redacted Signature]
Chairman, Shelby County Board

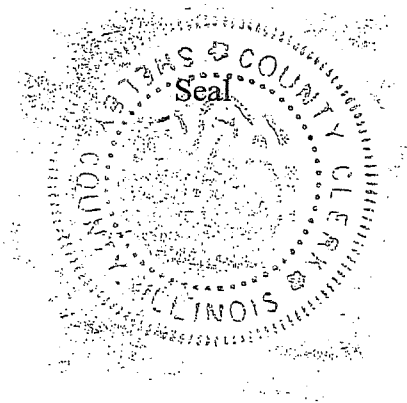
IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS


IN THE MATTER OF)
THE TOWER HILL)
FIRE PROTECTION DISTRICT) NO.

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that Brad Rowley was appointed by the Chairman of the County Board of Shelby County, Illinois, to a three-year term beginning on May 1, 2025, as Trustee of THE TOWER HILL FIRE PROTECTION DISTRICT, and that said appointment was approved by the County Board of Shelby County on the 10th day of April, 2025.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 10th day of April, 2025.





County Clerk

2025-26

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


WHEREAS, THE WINDSOR FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district contained entirely within the County of Shelby, State of Illinois, but not wholly within a single township or municipality, and

WHEREAS, 70 ILCS 705/4 (3), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and

WHEREAS, the Chairman of the County Board has appointed TIM BENNETT to serve a three-year term as President commencing May 1, 2025, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,


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

PASSED AND APPROVED this 10th day of April, 2025.

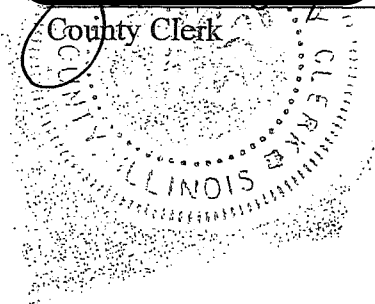


Chairman, Shelby County Board

ATTEST:



County Clerk



APPOINTMENT OF TRUSTEE FOR
THE WINDSOR FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (3), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint TIM BENNETT as Trustee for the **WINDSOR FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a three-year term commencing on May 1, 2025, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 10th day of APRIL, 2025.



Chairman, Shelby County Board

COPY

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


IN THE MATTER OF)
THE WINDSOR)
FIRE PROTECTION DISTRICT) NO.

TRUSTEE’S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, TIM BENNETT as Principal,
and JOHN MOWRY and TOM COLE
as sureties, of the County of Shelby and State of Illinois, are bound to the People of the State of
Illinois in the penal sum of Five Hundred Dollars (\$500.00).

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

WITNESS our hands and seals this 25th day of March, 2025.


Principal—Tim Bennett

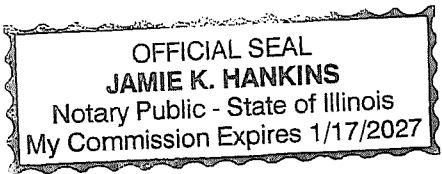

Surety—John Mowry


Surety—Tom Cole

STATE OF ILLINOIS)
COUNTY OF SHELBY) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby
certify that TIM BENNETT and JOHN MOWRY and TOM COLE
personally known to me to me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that they signed, sealed and
delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of March, 2025.




Notary Public

COPY


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

IN THE MATTER OF)
THE WINDSOR FIRE)
PROTECTION DISTRICT) NO.

OATH OF OFFICE

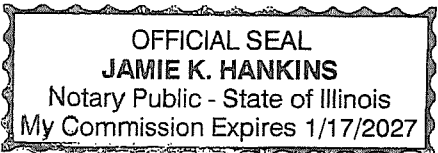
I, TIM BENNETT do solemnly swear that I will faithfully perform the duties of
a Trustee of the WINDSOR FIRE PROTECTION DISTRICT, and that I will do and
perform all acts required of me by law to the best of my ability.

Dated this 25th day of March, 2025.




Tim Bennett

SUBSCRIBED AND SWORN TO before me this 25th day of March, 2025.





Notary Public

BOND APPROVED: 

Chairman, Shelby County Board

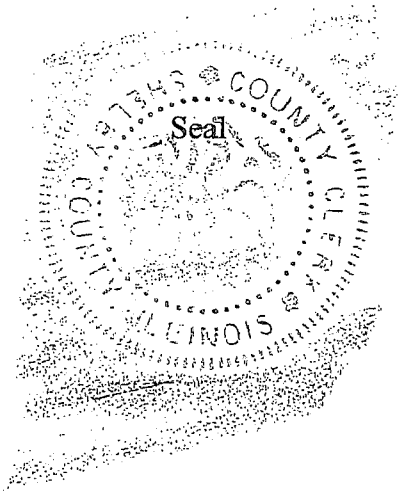
IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS


IN THE MATTER OF)
THE WINDSOR)
FIRE PROTECTION DISTRICT) NO.

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that TIM BENNETT was appointed by the Chairman of the County Board of Shelby County, Illinois, to a three-year term beginning on May 1, 2025, as Trustee of THE WINDSOR FIRE PROTECTION DISTRICT, and that said appointment was approved by the County Board of Shelby County on the 10th day of April, 2025.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 10th day of April, 2025.





County Clerk

COUNTY CLERK RECORDER REPORT
FOR PERIOD OF
MARCH 2025

COUNTY FUNDS

RECORDING FUNDS ON HAND balance from last month	\$34,754.58
RECORDING	\$16,786.00
IL REAL ESTATE TRANSFER TAX	\$7,674.50
COUNTY REAL ESTATE TRANSFER TAX	\$3,837.25
VITAL CERTIFIED COPIES	\$1,757.00
XEROX COPIES	\$355.00
MARRIAGE LICENSE	\$285.00
DOMESTIC VIOLENCE FUND 3 March marriage licenses @ \$5.00 EA	\$15.00
TAX REDEMPTION	\$1,500.00
MISCELLANEOUS	\$120.00
CHARGE/LAREDO PAYMENTS	\$3,477.07
TOTAL RECIEPTS	\$35,806.82
RECEIPTS PLUS BEGINNING BALANCE	\$70,561.40
TRANSFERRED TO General, Recording and GIS Funds	\$22,271.58
RHSP TO STATE	\$3,366.00
IL TRANSFER TAX PAYMENT for previous month	\$9,142.50
IDPH Feb. DEATH CERTS 19 @ \$4 EA ck not cleared	\$0.00
DOMESTIC VIOLENCE FUND 8 Feb. MARR. LIC. @ \$5 EA	\$40.00
returned check	\$77.00
TOTAL PAYMENTS	\$34,897.08
ENDING BALANCE for Funds on Hand March 31, 2025	\$35,664.32
TOTAL	\$70,561.40

FUNDS ON HAND	
BANK CHECKING ACCT March 31, 2025	\$33,479.07
CASH ON HAND March 31, 2025	\$2,185.25
TOTAL ending balance	\$35,664.32

I, JESSICA FOX, COUNTY CLERK & RECORDER, DO HEREBY CERTIFY THAT THIS IS A TRUE REPORT OF THE MONIES RECEIVED AND TRANSACTIONS OF THE OFFICE OF SHELBY COUNTY CLERK & RECORDER FOR THE PERIOD OF MARCH 2025.

DATED: April 9, 2025

COUNTY CLERK & RECORDER
JESSICA FOX

GIS

237	doc @	\$1.00	\$237.00 Recording Fund ck #3701
237	doc @	\$17.00	\$4,029.00 GIS Fund ck #3702

EARNINGS

237	doc @	\$18.00	\$4,266.00 Recording Fund ck #3703
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FEES

BALANCE OF FEES	\$11,478.57	General Fund ck #3704
IL TRANSFER TAX	\$7,674.50	ACH pmt 4/9/2025 \$7,408.00 due to eRecordings
CO TRANSFER TAX	\$3,837.25	General Fund ck #3705
218 doc @ \$18.00	\$3,924.00	RHSP ACH pmt 4/1/2025
218 doc @ \$0.50	\$109.00	General Fund ck #3706
218 doc @ \$0.50	\$109.00	County Clerk
TOTAL	\$35,664.32	

MAR DEATH CERTS 12 @ \$4 = \$48.00

Prepared by [redacted] Date 4-9-25

FILED
APR 09 2025
JESSICA FOX
SHELBY COUNTY CLERK