

March 7, 2023

SHELBY COUNTY BOARD MEETING AGENDA

March 9, 2023 - 7:00 P. M.

Courtroom A - Shelby County Courthouse - Shelbyville, IL

1. Call to Order - Prayer - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes from February 9, 2023
4. Public Body Comment
5. **Beth Beck-Marts, CEFS Transportation Director** - Discussion and vote to approve:
 - A. FY 24 Section 5311/DOAP Publication Transportation Ordinance
 - B. Resolution authorizing Board Chair to apply for 5311 Grant funds (\$453,953)/DOAP Grant funds (\$1,697,700)
 - C. Acceptance of Intergovernmental Agreements with Moultrie, Christian, Montgomery, Clay, and Fayette Counties
 - D. Purchase of Service Agreement between CEFS Economic Opportunity Corporation and Shelby County
 - E. Vehicle Lease Agreement between CEFS and Shelby County
 - F. Memorandum of Understanding for Vehicle Use between Shelby County and Effingham County
6. **Budget Chairman Orman** - Presentation of information on the Prairie Power Inc. project. Representatives from Prairie Power and Shelby Electric to present information to the Board regarding this project at request of Budget Committee
7. **Farm Committee Chair Orman** - Discussion and Vote to approve:
 - A. To dispose of wheat crop as surplus property
 - B. To accept bid from South Central FS excluding Liquid Nitrogen (28%), Warrior II Insecticide (fungicide pass), Harmony pass as a whole, all for 197 acres
 - C. To allow Board Chairman to solicit cash bids prior to wheat harvest with the following criteria - Highest closing price on the close of the previous marketing day from TCM @ Shelbyville, Assumption Coop - Westervelt, and Primient @ Cowden
8. **Budget Chair Orman** - Discussion and vote to approve the Board Chair offer position of Zoning Administrator with flexibility to potentially include EMA Director that would include full time benefits
9. **Board Chair Orman** - Discussion and vote to approve:
 - A. Reimbursement from ARPA - administrative line for Special Prosecutor services to Moultrie County up to \$30,000
 - B. Payment for State's Attorney File Scanning Project from ARPA - Project line item up to \$15,000
 - C. Officially establish the County Clerk as the FOIA officer for the County Board
10. **Legislative Chair Williams** - Discussion and vote to open Closed meeting minutes, recordings from June 9, 2022, and January 12, 2023, upon recommendation of the Legislative committee
11. **Legislative Chair Williams** - Discussion and vote to approve the Resolution concerning Illinois Gun Control Bills (tabled on 2/9/23 - motion to table by Mayhal)
12. **Jessica Fox, County Clerk/Recorder** - Discussion and vote to approve Resolution to implement a recording fee increase due to PA 102-1135 which increases the Rental Housing Surcharge Program Fee from \$9.00 to \$18.00
13. Committee Reports
14. Chairman Updates - Zoning Admin resignation
15. Chairman Appointments -
Mike Wheeler - County Farmland Assessment Review Committee
Carol Cole - Airport Committee

15. Correspondence

17. Old Business

18. Approval of Claims

19. Adjournment

Prayer today is given by Board member Carol Cole

**** Please silence cell phones during the Board meeting****

SHELBY COUNTY BOARD MEETING
March 9, 2023 - 7:00 P.M.

The Shelby County Board met on Thursday, March 9, 2023, at 7:00 P.M. in Courtroom A of the Shelby County Courthouse in Shelbyville, Illinois.

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

County Clerk Jessica Fox called the roll. Boehm, Kessler, Tate, and Wallace were absent.

Minutes for the February 9, 2023, Board meeting were presented for approval. Davis made motion to approve the minutes. McCormick seconded said motion, which passed by voice vote (18 yes, 0 no).

At this time Orman called for Public Body Comment.

Cody Brands stated he received a text from the MABAS President that on March 28 at 7:00 PM there will be a meeting about going digital for all EMS related services at the Shelbyville Fire Station.

John Herron from Coles County asked questions about the clock located on top of the Courthouse. He had spoken with former Sheriff Koonce about trying to fix the clock. Herron would like to go up to the clock tower and see the clock, is interested in purchasing the clock from the County, or working to repair it if permitted. Herron was encouraged to attend a public safety committee meeting.

Chris Boehm questioned the need to pay for a \$25,000 scanning project for the State's Attorneys office out of ARPA.

Austin Pritchard questioned the need to pay for the special prosecutors from Moultrie County out of ARPA funds up to \$30,000. Pritchard felt this expense should either come from the General Fund or the SA office budget.

Tricia Miller stated she felt in a prior board meeting an "arrogant comment" was made regarding the public speaking and not staying for the meeting. Miller stated public body comment has little impact on the board's actions. Miller stated she felt the board was treating the public/taxpayers poorly and she was tired of the hypocrisy. Miller stated humanity had really taken a beating and "we needed to start caring for each other and get humanity back."

Julie Edwards questioned if any of the ARPA money would ever been used to provide public relief for small businesses that suffered hardships during the pandemic, which was the intended use for these ARPA funds when distributed to the various government entities.

Beth Beck-Marts, CEFS Transportation Director presented for approval the FY 2024 5311/DOAP Transportation Ordinance, a resolution authorizing the Board Chairman to apply for 5311 Grant funds, the purchase of service agreement between CEFS and Shelby County and the vehicle lease agreement between CEFS and Shelby County. The Intergovernmental Agreements with Clay, Fayette, Moultrie, and Montgomery Counties to provide public transportation within their county limits, were also submitted for approval at this time. A memorandum of understanding with Effingham County for the use of vehicles was also presented. \$1,697,700 in State funding has been requested, as well as \$453,953 in Federal funding for Public Transportation. These are basically "pass through" funds and are submitted annually for County Board approval. Beck-Marts did request approval from the Board to amend the Ordinance to include in Section 1 regarding the service area to extend within a 10-mile radius of service county boundaries at a rate of \$1.00 per mile outside of county limits. The reason for this request is to be able to provide transportation services to some Veterans living in Altamont who need to get to the Effingham VA for treatments. Discussion between CEFS, IDOT and the Feds were held regarding this issue. Allowing for the increased service area will not only assist these Veterans but will also improve Shelby County's numbers.

Firnhaber made motion to approve the Ordinance for public transportation with the amendment. Edwards seconded said motion, which passed by roll call vote (18 yes, 0 no). Ayes: Bennett, Brands, Brown, Cole, Davis, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Ogden, Orman, Ross, Shuff and Williams. Nay - 0.

Brands made motion to approve the Resolution authorizing the Board Chairman to apply for the 5311 Grant funds. Mayhall seconded said motion, which passed by roll call vote (18 yes, 0 no). Ayes: Bennett, Brands, Brown, Cole, Davis, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Ogden, Orman, Ross, Shuff and Williams. Nay - 0.

McCormick made motion to approve the Intergovernmental Agreements with Moultrie, Christian, Montgomery, Clay, and Fayette counties for Rural Transportation. Bennett seconded said motion, which passed by voice vote (18 yes, 0 no).

Davis made motion to accept the Purchase of Service Agreement between Shelby County and CEFS. Brands seconded said motion, which passed by roll call vote (18 yes, 0 no). Ayes: Bennett, Brands, Brown, Cole, Davis, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Ogden, Orman, Ross, Shuff and Williams. Nay - 0.

Shelby County Board Meeting
March 5, 2023

Martin made motion to accept the Vehicle Lease Agreement between Shelby County and Effingham County. Nelson seconded said motion, which passed by roll call vote (18 yes, 0 no). Ayes: Bennett, Brands, Brown, Cole, Davis, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Ogden, Orman, Ross, Shuff and Williams. Nay - 0.

Morse made motion to approve the MOU for vehicle use between Effingham and Shelby counties. Firnhaber seconded said motion, which passed by voice vote (18 yes, 0 no).

Jim Matlock, from Shelby Electric Cooperative and 2 members of Contract Land Staff, addressed the board regarding the Prairie Power, Inc. Shelbyville Loop Project (9 - 12 miles route). Maps were distributed showing the projected path through the Shelby County Farm for this project. Questions were asked regarding the right of way easement and whether a survey would be done. Path routes were discussed with primary route and alternate route maps presented to the board. The route will enter the county farm from the south and continue north through the county farm ground. Discussions have taken place with surrounding landowners (70-80 per CLS staff) and changing the route to go west would create a large impact to work that has already been done, as well as impact surrounding landowners. The proposed route would be a 1/2 miles easement which goes straight through the farm. Matlock stated the line would "follow the fence row" and some trees in the fence row might need to be removed. The land under and around the poles could still be farmed. The project will benefit a multitude of people as it will loop 4 substations together and brings all transmission of power in house between Prairie Power and Shelby Electric. Shelby Electric is a member of Prairie Power, who purchases their power for them, and bundle with other coops. The Shelbyville Loop Project is a long-term project. The Shelbyville Loop Project will tie together 4 substations (IHI substation, Walmart, and those 2 substations by graphic packaging). This will give Shelby Electric sole control without having to ask Ameren for permission, which should also improve reliability. This project involves approximately 12 poles if the line goes straight through the property. The primary route involves less tree removal. It was felt the Farm Committee should address the issues regarding this proposed route. Budget committee addressed some of the issues during the public body comment portion of their meeting, which was done for Zoning purposes. This presentation brought was strictly informational. Easements and compensation are not ready to be discussed at this time, but normally that is done as a per acre cost. Other damages would be paid for such as crop damage, but the easement will be a onetime payment. Matlock described to the board members the planned route this proposed power line project will take for the entire route. Matlock encouraged any board member with questions to contact him at Shelby Electric Cooperative. Matlock stated they have room to do a power point presentation at the Coop. Carol Cole stated there is a cemetery on the farm ground referred to as the Pauper's grave plot, which is marked by 4 poles. Cole stated, "there are 4 poles and that's the cemetery, but I think it could be larger by the amount of people buried in the cemetery". Cole informed the board there are between 79-82 people buried out at the poor farm cemetery, 2 are Civil War veterans. Cole told Matlock this cemetery is shown on the GIS. Matlock stated they could find the cemetery with a survey, since it is on the GIS. Cole said the lines where the proposed route "isn't close to the cemetery, but if the route is near the fence row, there might be bodies buried there". Cole stated it was her understanding that people are buried along the "fence row," but "they are unsure of where the fence row is" and didn't know if this would be a problem, or how to determine where the fence row was. If the "fence row" happened to be over by where the tree line is, "there could have been bodies buried there, but we don't really know where they are." Cole's grandparents managed the Poor Farm from 1925 - 1940. Orman asked Cole if she was referring to the actual cemetery or the "fence row"? Matlock asked Cole if she was saying not everyone was buried in the cemetery, to which Cole responded, "not everybody". The PPI project isn't in proximity to the cemetery, but the "fence row" that could have potentially been a burial ground, isn't there anymore. Cole stated she was told, by her mother, when the weather was bad (1867-1958) and the hearse couldn't get back to the cemetery, they just buried them wherever they could find a place.

At this time, Farm Committee Chair Orman informed the board the committee had met on March 2 to review bids for various products for the Farm. At that time, the committee decided to request approval from the board to dispose of the wheat crop as surplus property, accepts certain bids from South Central FS, with exclusions, and to allow the board chairman to solicit cash bids prior to the wheat harvest with certain criteria.

Brands made motion to dispose of the wheat crop, currently being grown on the County Farm as surplus property. Bennett seconded said motion, which passed by voice vote (18 yes, 0 no).

Bennett made motion to accept the bid from South Central FS, excluding the Liquid Nitrogen (28%), Warrior II Insecticide (fungicide pass), and the Harmony pass as a whole for 197 acres. Cole seconded said motion. Discussion continued. (Bennett had drafted a spread sheet showing the prices of the various products).

Ogden made motion to amend the acceptance of bids to remove the Anvol Nitrogen stabilizer. Shuff seconded said motion to amend, which passed by voice vote (18 yes, 0 no).

With the removal of the stabilizer, the bid comes in at \$50,673.26. Motion to accept bid as amended, originally made by Bennett, seconded by Cole, passed by roll call vote (18 yes, 0 no). Ayes: Bennett, Brands, Brown, Cole, Davis, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Ogden, Orman, Ross, Shuff and Williams. Nay - 0.

Shelby County Board Meeting
March 9, 2023

Cole made motion to approve the Board Chairman to solicit cash bids prior to the wheat harvest with the criteria of the highest closing price on the close of the previous marketing day from TGM at Shelbyville, Assumption Coop at Westervelt, and Primient at Cowden. Nelson seconded motion. Discussion was held.

Ross made motion to amend the motion to remove the qualifiers of where bids are accepted. McCormick seconded said motion.

Bennett made motion to table this item. Firnhaber seconded said motion to table, which passed by voice vote (18 yes, 0 no).

Chairman Orman mentioned the vacancy in the Zoning Administrator due to the February 28th resignation of former Zoning administrator Bill Schmitz. The EMA and Zoning positions used to be combined and were considered a full-time position. Orman stated should someone come along who wishes to do both, he would like to be able to offer these jobs as one position with full time benefits. These respective department heads are hired by the board and answer to the board.

Mayhall made motion to allow the board chairman the authority to hire one person for the EMA and Zoning positions if necessary. Ross seconded said motion, which passed by voice vote (18 yes, 0 no).

Davis left the meeting at 8:47 PM.

At this time, Chairman Orman addressed budget items and use of APRA funds for the State's Attorney's office for special prosecutor expenses and a scanning project expense.

Firnhaber made motion to amend the administrative line for Special Prosecutor services up to \$30,000 with reimbursement from the ARPA funds. Williams seconded said motion. Mayhall questioned where we were at on these costs for the 2 special prosecutors (Moultrie Co SA Tracy Weaver and Moultrie Co ASA Elizabeth Dobson) appointed by Judge Ade-Harlow. SA Hanlon stated there is a backlog of cases and the office has been very busy. The County is not responsible for paying the Moultrie County State's Attorney but is responsible for the ASA's time. While an exact figure is not known, at this time, Hanlon hopes in the future Shelby County could do an intergovernmental agreement with Moultrie County to assist should they need help in the future. Hanlon informed the board that due to a 6-week vacation payout by the former State's Attorney for the ASA, VWC and Administrative Assistant, the use of APRA funds to reimburse these expenses will preserve the SA budget.

Discussion was held regarding the promise of an amount "up to" since the County currently doesn't know financially where the actual number stands.

Roll call vote to use up to \$30,000 in APRA funds for the reimbursement of special prosecutor services passed (17 yes, 3 no). Ayes: Bennett, Brands, Brown, Edwards, Firnhaber, Hardy, Martin, McCormick, Nelson, Ogden, Orman, Shuff and Williams. Nays: Cole, Morse, and Ross.

The next request was to use \$15,000 of ARPA funds for a scanning project in the State's Attorney's office. Firnhaber made motion to approve \$15,000 in ARPA funds be approved for the SA scanning project. Ogden seconded said motion.

Hanlon did not have a time frame of how long this project might take but stated it would bring the office up to date by having paper files scanned into the system electronically and create more efficiency. Hanlon said he had the necessary equipment in his old law office to scan the files.

Roll call vote to use \$15,000 of APRA funds for the SA scanning project passed (15 yes, 2 no). Ayes: Bennett, Brands, Brown, Cole, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Nelson, Ogden, Orman, Shuff and Williams. Nays: Morse and Ross.

Board Chair Orman requested approval from the board to make the County Clerk the FOIA officer for the Shelby County Board. The County Clerk has performed this function for some time without an official designation.

McCormick made motion to approve the County Clerk as County Board FOIA officer. Ogden seconded said motion, which passed by voice vote (18 yes, 0 no).

At this time, Legislative Chair Williams informed the board the committee has met and recommended the board approve opening the closed meeting minutes and recordings from the June 9 2022, and January 12, 2023, closed meetings of the County Board.

Ross made motion to approve the closed meeting minutes/recordings from 6/9/22 and 1/12/23 be opened. McCormick seconded said motion. Mayhall amended the motion to keep the minutes/recording from the January 12, 2023, meeting closed at this time. Williams seconded the amended motion, which passed by voice vote (13 yes, 4 no - Brands, Brown, Edwards, and Ross).

Shelby County Board Meeting
March 9, 2023

Legislative Chair Williams presented for approval a resolution concerning Illinois Gun Control Bills previously tabled at the Feb. 9, 2023. The committee redrafted the resolution after the last board meeting and are presenting an updated version tonight for approval.

Mayhall made motion to remove this item from the table. Ross seconded said motion, which passed by voice vote (17 yes, 0 no).

Williams made motion to approve the resolution as presented. McCormick seconded said motion, which passed by voice vote (17 yes, 0 no).

County Clerk/Recorder Jessica Fox presented for approval a resolution which will raise recording fees by \$9.00 due to PA 102-1135, which raises the Rental Housing Surcharge Fee from \$9.00 to \$18.00 beginning on July 1, 2023. Fox stated this gives the title companies, banks, and other recording companies a 90-day notice of the upcoming fee increase.

Firnhaber made motion to approve the resolution. Bennett seconded said motion, which passed by voice vote (17 yes, 0 no).

Chairman Orman called for committee reports. (Committee reports are attached to these minutes.)

Public Safety committee member Ross stated the committee looks to get bids to get the windows fixed, heard a presentation from Matt Keys, who's company does historical window preservation, and the committee is also discussing the future of the Ambulance stipend.

Brands left the meeting at 10:05 PM.

Chairman Orman requested the following appointments:

Mike Wheeler to the Farmland Assessment Review Committee. Motion by Williams, seconded by Ogden. Motion carried by voice vote (16 yes, 0 no).

Carol Cole to the Airport Committee. Motion by Firnhaber, seconded by Williams. Motion carried by voice vote (16 yes, 0 no).


There was no correspondence and no old business.

Bennett made motion to approve the claims for payment. Brown seconded said motion. Bennett made motion to amend the motion to pull the RW Keys bills and send back to the Finance Committee for review. Firnhaber seconded amended motion, which passed by roll call vote (16 yes, 0 no). Ayes: Bennett, Brown, Cole, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Ogden, Orman, Ross, Shuff and Williams.

Original motion by Bennett, second by Brown to pay claims passed by roll call vote (16 yes, 0 no). Ayes: Bennett, Brown, Cole, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Ogden, Orman, Ross, Shuff and Williams.

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

McCormick made a motion to adjourn until the next regularly scheduled meeting to be held on April 13, 2023. Mayhall seconded said motion, which passed by voice vote (16 yes, 0 no). The meeting was adjourned at 10:14 PM.


Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

March 9, 2023

REGULAR MEETING

		ROLL CALL			QUESTIONS									
			3/9/2023	1/2023	5911 DOAP ON MOTIONS TO Ordinance		5911 Grant ON MOTIONS TO Resolution		Purchase of ON MOTIONS TO Service Ag w/CEFS		Vehicle Lease ON MOTIONS TO Ag w/CEFS		Accept bid ON MOTIONS TO w/5.5. F.S. 50,673.26	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BENNETT, MARK	34	✓		✓		✓		✓		✓		✓	
	BOEHM, TERESA		A		A		A		A		A		A	
	BRANDS, CODY	24	✓		✓		✓		✓		✓		✓	
	BROWN, TIM	41	✓		✓		✓		✓		✓		✓	
	COLE, CAROL	0	✓		✓		✓		✓		✓		✓	
	DAVIS JR, CHARLES	48	✓		✓		✓		✓		✓		✓	
	EDWARDS, JULIE	0	✓		✓		✓		✓		✓		✓	
	FIRNHABER MARTHA	0	✓		✓		✓		✓		✓		✓	
	HARDY, CLAY	20	✓		✓		✓		✓		✓		✓	
	KESSLER, MATT	44	A		A		A		A		A		A	
	MARTIN ANNETTE	44	✓		✓		✓		✓		✓		✓	
	MAYHALL, TAD	14	✓		✓		✓		✓		✓		✓	
	MCCORMICK, HEATH		✓		✓		✓		✓		✓		✓	
	MORSE, TIM	0	✓		✓		✓		✓		✓		✓	
	NELSON, LORI	54	✓		✓		✓		✓		✓		✓	
	OGDEN, DAVID		✓		✓		✓		✓		✓		✓	
	ORMAN, ROBERT	34	✓		✓		✓		✓		✓		✓	
	ROSS, SONNY	24	✓		✓		✓		✓		✓		✓	
	SHUFF, MITCHELL	10	✓		✓		✓		✓		✓		✓	
	TATE, DON	40	A		A		A		A		A		A	
	WALLACE, BRENT	50	A		A		A		A		A		A	
	WILLIAMS, JEREMY		✓		✓		✓		✓		✓		✓	

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

March 9, 2023

REGULAR MEETING

		ROLL CALL			QUESTIONS									
			1 / 2023	1 / 2023	ARPA up to \$5,000 ON MOTIONS TO for Mauthe	Co Spec. Proj.	ARPA 15,000.- ON MOTIONS TO SA Spec. Project		Claims as ON MOTIONS TO amended	remove RW Keys Inc	Claims ON MOTIONS TO approve for payment	ON MOTIONS TO		
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BENNETT, MARK	34			1		✓		✓		✓			
	BCEH-M. TERESA				A		A		A		A			
	BRANDS, CODY	24			2		✓		A		A			
	BROWN, T M	41			3		✓		✓		✓			
	CCLC, CAROL	0				1	✓		✓		✓			
	DAVIS JR, CHARLES	48			A		A		A		A			
	EDWARDS JULIE	0			4		✓		✓		✓			
	FIRNHABER MARTHA	0			5		✓		✓		✓			
	HARDY, CLAY	20			6		✓		✓		✓			
	KESSLER, MATT	44			A		A		A		A			
	MARTIN ANNETTE	44			7		✓		✓		✓			
	MAYHALL, TAD	14			8		✓		✓		✓			
	MCCORMICK, HEATH				9		✓		✓		✓			
	MORSE, TIM	0				2		✓	✓		✓			
	NELSON, LORI	54			10		✓		✓		✓			
	OGDEN, DAVID				11		✓		✓		✓			
	ORMAN, ROBERT	34			12		✓		✓		✓			
	ROSS, SONNY	24				3		✓	✓		✓			
	SHUFF, MITCHELL	10			13		✓		✓		✓			
	TATE, DON	40			A		A		A		A			
	WALLACE, BRENT	50			A		A		A		A			
	WILLIAMS, JEREMY				14		✓		✓		✓			

Public Transportation Applicant Ordinance

ORDINANCE NUMBER: 23-02-"O"

AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION
IN SHELBY COUNTY ILLINOIS

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, SHELBY COUNTY wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq., authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the SHELBY COUNTY BOARD CHAIR and SHELBY COUNTY that:

Section 1. SHELBY COUNTY shall hereby provide public transportation within the county or counties limits and within a 10 mile radius of service county boundaries at a rate of \$1.00 per mile outside of county limits.

Section 2. The clerk/secretary to the governing board of SHELBY COUNTY shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY a Grant Application to the Illinois Department of Transportation.

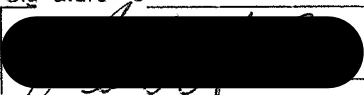
Section 5. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the SHELBY COUNTY BOARD CHAIR and the SHELBY COUNTY BOARD on the 9th day of March 2023, and deposited and filed in the office of the clerk/secretary on that date.

Elected Board Members: 22

Members Present at Vote: 18

Members Voting "Aye": 18 Members Voting "Nay": _____ Members Abstaining: _____

Signature of	Date
	3/9/23

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT**

2023-11

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SHELBY COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2024 for the purpose of offsetting a portion of the Public Transportation Program operating deficits of SHELBY COUNTY.

Section 2. That while participating in said operating assistance program SHELBY COUNTY will provide all required local matching funds.

Section 3. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY SHELBY COUNTY is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY such application.

Section 4. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY SHELBY COUNTY is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY SHELBY COUNTY is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2024.

Section 6. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY SHELBY COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2024.

PRESENTED and ADOPTED this 9th day of March 2023.

Signature of Authorized Official

Date

Attest

[Redacted Signature]

3/9/23

[Redacted Attest Signature]

Title

Shelby County Board Chairman

Shelby County Clerk

Intergovernmental Agreement

Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2023 to June 30, 2024 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By: _____

Chairperson, Shelby County Board

ATTEST:

Shelby County Clerk

COUNTY OF FAYETTE, a body political and corporate

By: _____

Chairperson, Fayette County Board

ATTEST:

Fayette County Clerk

Intergovernmental Agreement

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WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

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COUNTY OF SHELBY, a body political and corporate

By: _____

Chairperson, Shelby County Board

ATTEST:

Shelby County Clerk

COUNTY OF MONTGOMERY, a body political and corporate

By: _____

Chairperson, Montgomery County Board

ATTEST:

Montgomery County Clerk

Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

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And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

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ORDINANCE: 23-01
BOOK 1 PAGE 20

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COUNTY OF SHELBY, a body political and corporate

By: _____

Chairperson, Shelby County Board

ATTEST

Shelby County Clerk

COUNTY OF MOULTRIE, a body political and corporate

By: _____

Chairperson, Moultrie County Board

ATTEST:

Moultrie County Clerk

ORDINANCE: 23-01
BOOK 1 PAGE 21

Intergovernmental Agreement

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WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

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12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2023 to June 30, 2024 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By:


Chairperson, Shelby County Board

ATTEST:



Shelby County Clerk

COUNTY OF CLAY, a body political and corporate

By:


Chairperson, Clay County Board

ATTEST:



Clay County Clerk

Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
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12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2023 to June 30 2024 and will be submitted for approval annually.


COUNTY OF SHELBY, a body politic and corporate

By: 
Chairperson, Shelby County Board

ATTEST:


Shelby County Clerk

COUNTY OF CHRISTIAN, a body political and corporate

By: 
Chairperson, Christian County Board

ATTEST:


Christian County Clerk

PURCHASE OF SERVICE AGREEMENT

FOR THE RURAL PUBLIC TRANSPORTATION

UNDER THE

SECTION 5311 NON-METRO OPERATING ASSISTANCE AND DOWNSTATE OPERATING
ASSISTANCE PROGRAM (DOAP)

BETWEEN

SHELBY COUNTY, ILLINOIS

AND

**C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION
(CENTRAL ILLINOIS PUBLIC TRANSIT)**

CONTRACT NUMBER _____

STATE FISCAL YEAR 2024

July 1, 2023 to June 30, 2024

PURCHASE OF SERVICE AGREEMENT

This Agreement is made by and between SHELBY COUNTY, ILLINOIS (hereinafter referred to as "Grantee"); and C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION (CENTRAL ILLINOIS PUBLIC TRANSIT) (hereinafter referred to as the "Provider" which term shall include its successors and/or assigns.

WHEREAS, the Grantee proposes to provide rural public transportation services to the non-urbanized area of Shelby County, Illinois (herein referred to as the "Project");

WHEREAS, the Grantee has applied under the provisions of a combined application for Section 5311 Non-Metro Operating Assistance of the Federal Transit Act, as amended and for Downstate Operating Assistance Program (DOAP), under the provisions of the Illinois Downstate Public Transportation Act as amended, to the Illinois Department of Transportation/Division of Public and Intermodal Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project

WHEREAS, the Grantee's application has been approved and/or pending approval by IDOT/DPIT;

WHEREAS, the Provider has been selected by the Grantee to be the Shelby County Public Transit Administrator to include scheduling and dispatch and to be the Transit Operator to provide public transportation services in the designated service area; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Agreement is made to provide for the provision of service, to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

ITEM 1 - DEFINITIONS

As used in the Agreement:

1. "Grantee" means the County of Shelby, Illinois.
2. "IDOT/DPIT" means the State of Illinois Department of Transportation, Division of Public and Intermodal Transportation.
3. "FTA" means the Federal Transit Administration of the United States' Department of Transportation.
1. "Government" means the government of the United States of America.
2. "Provider" means Administrator and Transit Operator to be a provider of transit service participating in the Section 5311 program and supplying public transportation services for the Project under the contract to the Grantee.
6. "Project Costs" means the sum of *eligible* costs incurred by the Provider and/or its Operator(s) in performing the Project.
3. "USDOT" means the United States' Department of Transportation.

ITEM 2 - PROJECT SCOPE

The Provider agrees to provide the public transportation services described in the Grantee's final approved Application and Service Plan on file at the IDOT/DPIT and Grantee offices. Provider's Service Plan will be incorporated into this Agreement as Exhibit A and made a part hereof. Provider shall not reduce, terminate, or substantially change such public transportation without the prior written approval of IDOT/DPIT or the Grantee.

ITEM 3 - AMOUNT OF CONTRACT

In as much as the Provider has satisfied all conditions precedent to the award of a grant under the State of Illinois, Department of Transportation, Division of Public and Intermodal Transportation, Non-Metro Public Transportation Project, the Grantee, as the designated grant recipient will by the authority of the Illinois Department of Transportation/Division of Public and Intermodal Transportation make funds available to the Provider in accordance with the attached budget as Exhibit B, entitled "Approved Project Budget". These Project funds are for the purpose of undertaking activated in accordance with the requirements of the Illinois Department of Transportation administered by the Division of Public and Intermodal Transportation, Non-Metro Transportation funding prerequisite and to prepare all necessary information for the Non-Metro Public Transportation Project.

Under the Section 5311 program administered by IDOT/DPIT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year in the provision of the public transportation services approved by the Grantee. In addition, under the Downstate Public Transportation Operating Assistance, the Grantee may make payments for up to 65% of eligible operating costs. In no event shall the Provider's payment under this Agreement exceed the total federal funding and state funding available for the Project costs.

Total FY 2024 Federal 5311 Non-Metro Operating Assistance funding for the Project costs will be four hundred fifty-three thousand nine hundred fifty-three dollars AND 00/100 (\$453,953) DOLLARS. In addition, FY2024 total State Downstate Operating Assistance funding is estimated to be one million six hundred ninety-seven thousand seven hundred dollars AND 00/100 (\$1,697,700) DOLLARS. The Provider is herein authorized to incur eligible costs against these funds from the beginning of July 1, 2023 through the ending date of June 30, 2024.

The Provider agrees that it will assist efforts to provide, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended and the Downstate Public Transportation Act, as amended, sufficient funds to meet the non-IDOT/DPIT portion of the operating deficit and administrative costs.

ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

The parties agree that this constitutes the entire Agreement between the parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior agreements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this part entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's Application/Service Plan", Exhibit B, entitled "Approved Project Budget", Exhibit C, entitled "State of Illinois Drug Free Workplace Certification", Exhibit D, entitled "Terms, Assurances, Certifications and Conditions Governing the Service Provider Contract", and Exhibit E, entitled "Vehicle Lease Agreement", all of which are by this reference specifically incorporated herein.

ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This grant is subject to the Illinois Grant Funds Recovery Act, as amended. This Agreement is valid until June 30, 2024 and grant funds are available to the Provider and may be expended by the Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the Agreement or by the expiration of the period of time funds are available to expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 15 of this Agreement.

This ITEM is subject to further revision at the sole determination and discretion of the Grantee.

ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

Grantee's Responsibilities:

The Grantee will be directly involved in the Project oversight and administration. The Grantee as the recipient of Section 5311 and DCAP funds will be directly involved in the Project public transportation programs for which Federal and State funds are distributed. Irrespective of the participation of other parties or third-party contractors in the connection with the Project, the Grantee shall continue to have the primary responsibility to FTA and IDOT/DPIT for compliance with all applicable Federal and State requirements as may be set forth in statutes, regulations, executive orders and the master agreement between the IDOT/DPIT and FTA, and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor (PCOM), who will be an employee of the Grantee, with no real or apparent conflict of interest, and be approved by IDOT/DPIT. All direct Grantee PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The Grantee's PCOM shall be responsible for the following:

1. *General Program Knowledge* – The Grantee's PCOM shall possess proficiency in areas including but not limited to:
 - a. Relevant federal and state transportation grant program(s) purpose and funding; and
 - b. State and federal public transportation capital and operating grant requirements.
2. *Service Coordination and Management Plan* – The Grantee's PCOM shall develop and update, as needed a Service Coordination and Management Plan (SCMP) that is approved in writing by IDOT/DPIT. In the SCMP, the Grantee shall provide the following:
 - a. A list of all the public and specialized transportation providers, Human Service Transportation Plan (HSTP) coordinators, and stakeholders within the Grantee's service region or territorial boundaries;
 - b. The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;
 - c. For multiple-county systems, the methodology by which the grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county, with the Grantee's service region or territorial boundaries is commensurate with the amount of state and federal funding allocated to each county.
 - d. An explanation of the Grantee's and its operator's, if any, public transportation compliant procedures; and
 - e. Any additional information requested by IDOT/DPIT.
3. *Monitoring* – The Grantee's PCOM shall monitor and analyze the following:
 - a. The level of and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, with the Grantee's service region or territorial boundaries. The Grantee's PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle

- miles, system expenses and revenues, ridership, trip derials, revenue hours, miles per vehicle, and cost per trip/mile/hour;
- b. The utilization, condition, and maintenance, of Project facilities, if applicable;
 - c. The driver and staff training activities of the Grantee and/or its operator(s), if any;
 - d. All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's service region or territorial boundaries. For the service contracts, the Grantee's PCOM shall monitor the revenues received and the number of trips provided. The Grantee's PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the state fiscal year, ending on June 30.
 - e. Compliance with the requirements of this Agreement;
 - f. The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s) if any; and
 - g. Any additional items requested by IDOT/DPIT.
4. *Complaint Procedures* – The Grantee's PCOM shall document, investigate (if necessary) and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any;
 5. *Program Reviews* – The Grantee's PCOM shall assist in all of the IDOT/DPIT's program reviews and audits of the Grantee and its operator(s), if any, and will attend all meetings between the Grantee and the IDOT/DPIT.
 6. *Training* – The Grantee's PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's (RTAC) Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the IDOT/DPIT.
 7. *Public Transportation Account* – On forms provided by the IDOT/DPIT, the Grantee's PCOM shall monitor the Public Transportation Account, (PTA) which is defined in Item 1st by identifying and tracking deposits and withdrawals into and out of the Public Transportation Account, the interest earned, and the balance of funds in the account.
 8. *Reporting* – The Grantee's PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee, and ii) annually, a written report to the IDOT/DPIT that is submitted with the Grantee's 4th quarter actual requisition. The Grantee shall provide the IDOT/DPIT copies of the quarterly report at the request of the IDOT/DPIT. The reports shall contain the following information:
 - a. A summary of all public transportation service coordination meetings, initiatives and activities undertaken by the Grantee and the Grantee's operator(s), if any;
 - b. A summary and analysis of the activities monitored pursuant to this item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's service area or territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;
 - c. A summary and analysis of public transportation complaints and if applicable, the satisfaction of any entity receiving service from the Grantee or its operator(s) pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
 - d. For the annual report to the IDOT/DPIT, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and
 - e. Any additional information requested by the IDOT/DPIT.

Provider's Responsibilities:

General Requirements - The Provider shall commence, carry on and complete the Project with all practicable dispatch, in a sound economical, and efficient manner, and in accordance with the provisions hereof of the Provider Application and Service Plan, all applicable Federal and State laws, Grantee guidelines and IDOT/DPIT rules and regulations.

Pursuant to Federal, State, and Local Law - In performance of its obligations pursuant to this Agreement, the Provider and its contractors shall comply with all applicable provisions of Federal, State and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.

The Provider agrees that the most recent of such Federal and State requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed either by IDCT/DPIT or FTA, the language of which either modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new Federal and State laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal and State requirements, the Provider agrees to include in all third-party contracts financed with Government (FTA and/or IDOT/DPIT) assistance, specific notice that Federal and State requirements may change and the changed requirements or amendments will apply to the Project as required.

Project Funds - The Provider shall initiate and prosecute to completion all proceedings necessary to enable the Provider to provide its share of Project costs at or prior to the time that such funds are needed to meet Project costs.

Changed Conditions Affecting Performance - The Provider shall immediately notify the Grantee of any change in conditions of local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this contract.

No Government Obligations to Third Parties - The Grantee shall not be subject to any obligations or liabilities by contractors of the Provider or their subcontractors or any other person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this Agreement without its specific written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or solicitation thereof.

ITEM 7 - CONTINUANCE OF SERVICE

The Provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Provider's final approved Service Plan. All contracts, except the Public Aid contract which is attached hereto and made a part hereof which has already been entered into by the Provider, must be approved by the Grantee and IDOT/DPIT before they are entered into by the Provider. No reductions or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least thirty (30) days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Provider shall give written notice of the proposed action to the Grantee and all units of local government within the Provider's service area.

ITEM 8 - USE OF FACILITIES

The Provider agrees that the Project facilities will be used for the provision of transportation service within the Grantee's service area substantially as described in the Provider's final approved Service Plan. Such facilities shall be used in the provision of said service during the effective period of this Agreement in accordance with Generally Accepted Accounting Principles (GAAP), IDOT/DPIT, FTA and Grantee

guidelines. If, during such period, such facilities are not used for transportation service at the initiative of the Provider, the Provider shall immediately notify the Grantee.

The Provider shall keep satisfactory records with regard to the use of the facilities and submit to the Grantee upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Grantee in all cases where Project facilities are used in a manner substantially different from that described in the final approved Service Plan. The Provider shall maintain in amount and form satisfactory to the Grantee such insurance or self-insurance as will be adequate to Project facilities through the period of required use. The Provider shall also submit at the request of the Grantee, upon the forms provided by IDOT/DPIT, a certification that the Project facilities are being used in accordance with the terms of this ITEM.

1. Encumbrance of Private Property. Unless expressly authorized in writing by IDOT, the Provider agrees to refrain from:
 - a. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Grantee interest in any Project real property or equipment; or
 - b. Obligate itself in any manner to any third party with respect to Project real property or equipment.
2. The Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Grantee interest or impair the Provider's continuing control over the use of the Project real property or equipment.

ITEM 9 - ETHICS

1. The Provider shall maintain a written code 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 federal or state funds. Such code shall provide that no employee, officer, board member or agent of the Provider may participate in the selection, award, or administration of a contract supported by federal or state 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;

Any member of his or her immediate family;

His or her partner; or

Any organization that employs, or is about to employ any of the above.

The conflict of interest requirement for former employees, officers, board members and agents shall apply for one (1) year.

The code shall also provide that the Provider'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 sub-agreements.

Interest of Members of or Delegated to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or derive any benefit therefrom.

Bonus or Commission. The Provider acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to Grantee in connection with this Project, the Grantee reserves the

right to impose on the Provider the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Sections 3801, *et seq.*, and 49 U.S.C. app. Section 1607 a (h), as IDOT or the Grantee deems appropriate. The terms of the U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to this Project.

ITEM 10 - THE PROJECT BUDGET

Project Budget shall be prepared by the Provider and approved by the Grantee and IDOT/DPIT. The Project Budget shall be maintained by the Provider and shall provide the Grantee with a copy. The Provider shall carry out the Project and shall incur obligations against and make disbursements from project funds only in conformity with the latest approved Project Budget listed as Exhibit B and entitled "Approved Project Budget". The Project Budget may be revised from time to time, but no Budget or revision thereof shall be effective unless and until the Grantee and IDOT/DPIT shall have approved the same.

ITEM 11 - ACCOUNTING, RECORDS, AND ACCESS

Grantee Responsibilities:

Financial Control Requirements: The Grantee financial management system will be structured to provide accurate, current, and complete disclosure of the financial results of the program. The Grantee is ultimately accountable for all funds received under this Agreement. The Grantee will maintain effective control and accountability over all funds, as required by the IDOT/DPIT, and agrees to maintain a minimum amount of cash on hand necessary to effectively operate the program.

Public Transportation Account - The Grantee shall establish and maintain a separate account(s) for the Project (hereinafter referred to as a Public Transportation Account or PTA) in conformity with requirements established by the IDOT/DPIT. The account(s) shall be in federally insured bank or trust company.

Funds Received or Made Available for the Project - The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the IDOT/DPIT pursuant to this Agreement, and all other funds provided for or otherwise received on account of the Project and Project Facilities (hereinafter referred to as Project Funds). Examples of such type of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the IDOT/DPIT.

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

All Project Funds held by the Grantee over one (1) month shall draw interest and the amount of such interest earned shall be reported to the IDOT/DPIT in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the IDOT/DPIT.

Project Funds may only be used for the following expenses:

1. Eligible costs; and
2. Operating or capital expenditures directly related to the Project, pursuant to IDOT/DPIT procedures.

Provider's Responsibilities:

The Provider's financial management system shall be structured to provide for accurate, current and complete disclosure of the financial results of the Project funded under this Agreement. The Provider is accountable for all Project Funds received under this Agreement, including those expended for subgrantees. The Provider shall maintain effective control and accountability over all Project Funds, equipment, property, and other assets under the Agreement as required by the IDOT/DPIT. The Provider

shall keep records sufficient to permit the tracing of Project Funds to a level of expenditure adequate to ensure that the Project Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices.

1. **Project Accounts** - The Provider shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project in conformity with requirements established by the Grantee.
2. **Funds Received or Made Available for the Project** - Provider shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, or the Federal Savings and Loan Insurance Corporation, all Contract payments received by it from the Grantee pursuant to this Contract and all other funds provided for, accruing to, or otherwise received on account of the Project, which Grantee payments and other funds are herein collectively referred to as "Project Funds."

The Provider shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of the Project Funds by the Grantee, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

The Provider shall ensure that the Project Funds are expended in accordance with the following principles: 1) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations, 2) grant expenditures should conform to the terms and conditions of this Agreement, 3) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the cost, and 4) accounting should be consistent with generally accepted accounting principles.

The Provider agrees to complete and submit financial reports to the Grantee quarterly by the thirtieth (30th) day of the month following the reported quarter, and at such other times as the Grantee may prescribe the amounts recorded in the Project Account.

3. **Eligible Costs** - Expenditures made by the Provider shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
 - (a) be made in conformance with the final approved Service Plan and the approved Project Budget and all other provisions of this contract;
 - (b) be necessary in order to accomplish the Project;
 - (c) be reasonable in amount for the goods and services purchased;
 - (d) be actual net costs to the provider (i.e., the price paid minus any refunds, rebates, or other items of value received by the Provider that have the effect of reducing the costs actually incurred) except as otherwise authorized by the Grantor in writing.
 - (e) be incurred (and be for work performed) after the date of this Agreement unless specific authorization from the Grantee to the contrary is received;
 - (f) be in conformance with the standards for allowability of costs established by the Grantee, IDOT/DPIT, and FTA, unless specific authorization to the contrary is received from the Grantee, IDOT/DPIT, and/or the FTA;
 - (g) be satisfactorily documented; and

- (h) be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantee.

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by IDOT/DPIT.

4. *Documentation of Project Costs* - All costs charged to the Project, including any approved services contributed by the Provider or others, shall be supported by properly executed payrolls, time records, invoices, allocation plans, contracts and/or vouchers evidencing in detail the nature and property of the charges.
5. *Checks, Orders and Vouchers* - Any check or order drawn by the Provider with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Provider stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, allocation plans or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
6. *Audit and Inspection Records* -

Grantee's Responsibilities:

Audit Requirements: An annual financial and compliance audit will be procured by the Grantee as required by the Illinois Department of Transportation, except in the case where an organization-wide audit is conducted. An organization-wide audit (or A-110 or A-128 audit if applicable) may be used by the Grantee to satisfy the audit requirements under this Agreement, where the Provider activities are included in such audits.

All audits of appropriate records must be performed by a certified public accountant or a licensed firm. The audit must be conducted in accordance with the Comptroller General's Standards for Audits of Governmental Organization, Programs, Activities, or Functions, and the General Accounting Office's Guidelines for Financial and Compliance Audits of Federally Assisted Programs.

IDOT reserves the right to conduct special audits, at any time during normal working hours, of funds expended under this Agreement.

The independent audit reports that are submitted to Illinois Department of Transportation, Division of Public and Intermodal Transportation should include the following information:

1. The Grantee's name;
2. The Grantee's fiscal year;
3. The type of Section 5311 program and Downstate Operating funds received (Operating or Capital Assistance);
4. The amount of funds received by type;
5. A statement that the audit was made in accordance with OMB Circular A-128;
6. The auditor's report on the financial statements and on the schedule(s) of federal assistance;
7. The financial statement and schedule(s) of Federal assistance, showing the total expenditures for the federal Section 5311 program including the Downstate Operating Assistance funds;
8. The auditor's report on the study and evaluation of internal control systems which must identify the Grantee's significant internal accounting controls, and those controls designed to provide reasonable assurance that Federal Section 5311 program including Downstate Operating Assistance funds is being managed in compliance with laws and regulations.

- The report must also identify the control were evaluated, the controls that were not evaluated and the material weakness identified as a result of the evaluation;
9. The auditor's report on compliance containing;
- a) A statement of positive assurance with respect to those tested for compliance, including compliance with laws and regulations pertaining to financial reports and claims for advances and reimbursements;
 - b) A statement of negative assurance on those items not tested;
 - c) An identification of total amounts questioned, if any, for each financial assistance award, as result of non-compliance.

Provider's Responsibilities:

The Provider (and its subcontractors, if any) certify that it shall remain, for a minimum of seven (7) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement; the Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Grantee, IDOT/DPIT and its agents, or the Federal Transit Administration (hereafter "Auditing Parties"); and the Provider agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, records and supporting documents required by this section shall establish a presumption in favor of the State and against the Provider for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

General Audit and Inspection - The Provider shall permit, and shall require its contractors to permit the Grantee or any other State or Federal agency authorized to perform such audit or inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project. The Provider shall furnish at closeout, or any time prior to close-out as may be requested by the Grantee, audit reports prepared according to generally accepted accounting principles. The Provider agrees to comply promptly with recommendations contained in the Grantee's final audit report. The Grantee shall have final selection and/or approval of an independent auditor for these purposes.

ITEM 12 – REQUISITIONS, PAYMENTS AND COMPENSATION OF THE PROVIDER

Grantee's Responsibilities:

1. Compensation of the Provider: Payments pursuant to this Agreement are subject to the availability of Federal Transit Administration funds, State of Illinois Department of Transportation/Division Public and Intermodal Transportation funds and State of Illinois appropriations and authorized expenditures under federal and state law.

For carrying out the program objectives as described in the grant application and this Agreement for this Project, the total compensation and reimbursement payable by the Grantee to the Provider shall not exceed the amounts as outlined in the attached budget under Exhibit B, entitled "Approved Project Budget".

All payment requests by the Provider will be reviewed by the Grantee to insure such requests are in accordance with the approved budget. The Provider agrees to submit payment requests that are:

- a) Only for costs necessary to complete Project program objectives;
- b) Eligible for payment under the State of Illinois cost principles for under 56 Illinois Administrative Code 2630; and

- c) In conformance with the State of Illinois administrative requirements for under 56 Ill no s Administrative Code 2610.

2. Method of Compensation: Payments to the Provider are subject to the initiation of a requisition form.

The Service Provider will maintain appropriate financial records of actual costs incurred and will submit this information to the Grantee as requested.

The Provider cannot be reimbursed for costs incurred in excess of total federal dollars in the approved budget but may be reimbursed through Downstate Operating Assistance Program funds. However, the Provider may be reimbursed for costs exceeding amounts budgeted by a specific line item. Any over expenditure of an amount budgeted for a line item requires a commensurate under expenditure of another line item.

If the Provider expends funds contrary to the provisions of this Agreement or the approved program budget the Grantee may require the repayment of those funds if the expenditure violated the Provider assurances or the statutory provision of this Agreement. Other expenditures that do not conform to the scope of work may be improper only because the Provider has failed to obtain approval of a revised work program. In such cases, the Grantee may withhold funds until the revision is approved by IDOT.

An overpayment of grant funds (un-liquidated balance) shall promptly be refunded to the Grantee accompanied by either a final expenditure report or the audit report. In addition, the Provider agrees to repay the Grantee for any funds that are determined by the Grantee, through monitoring activities or audit reports, to have been spent improperly.

Provider's Responsibilities:

1. *Requests for Payment by the Provider.* The Provider may make requests for payment of eligible costs, and the Grantee shall honor such requests in the manner set forth in this ITEM. In order to receive payments, the Provider must:

- (a) completely execute and submit to the Grantee requisition forms supplied by IDOT to the Grantee in accordance with the instructions contained therein;
- (b) submit to the Grantee an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period (not more than thirty (30) days after the date of submission); and vouchers, invoices or documentation to substantiate these costs;
- (c) where local funds are required, demonstrate or certify that it has supplied local funds adequate, when combined with the State payments, to cover all costs to be incurred to the end of the requisition period; and
- (d) have submitted all financial and progress reports currently required by the Grantee or IDOT/DPIT.

2. *Payment by the Grantee* - Upon receipt of the requisition form and the accompanying information in satisfactory form, the Grantee shall process the requisition. If the Provider is complying with its obligations pursuant to the contract, has satisfied the Grantee of its need for the funds requested during the requisition period, and is making adequate progress toward timely completion of the project; and if all of these circumstances are found to exist, the Grantee shall reimburse apparent allowable costs incurred (or to be incurred during the requisition period) by the Provider up to the maximum amount payable. However, reimbursement of any cost pursuant to this ITEM shall not constitute a final determination by the Grantee of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this contract committed by the Provider. The

Grantee will make a final determination as to allowability only after a final audit of the project has been conducted.

In the event that the Grantee determines that the Provider is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Provider stating the reasons for such determination.

If the Provider disagrees with the determination of the Grantee, it may make a written request to the Grantee, within ten (10) days of notice that the requested requisition has been deemed ineligible for reimbursement, to forward the requisition to IDOT/DPIT for its determination. If after review IDOT deems that the requisition is an eligible expense and so notifies the Grantee in writing of its decision within 14 days, the requisition shall be reimbursed by Grant funds.

3. *Disallowed Costs* - In determining the amount payable, the Grantee will exclude costs incurred by the Provider which are not provided for in the latest approved Project Budget for the Project; and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantee.

ITEM 13 - RIGHT OF GRANTEE/DEPARTMENT TO TERMINATE

Upon written notice to the Provider, the Grantee reserves the right to suspend or terminate all or part of the financial assistance herein provided for when the Provider is or has been in violation of the terms of this Agreement or when the State determines that the purpose of the Acts would not be adequately served by the continuation of State financial assistance to the project. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the grant will not invalidate obligations properly incurred by the Provider and concurred in by the Grantee prior to the date of termination, to the extent that they are non-cancelable. The acceptance of a remittance of any or all Project payments previously received by the Provider or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

ITEM 14 - PROJECT AUDIT

Upon receipt of notice of successful completion of the project or upon termination of the Grantee, the Grantee shall perform a final audit of the Project to determine the allowability of costs incurred and shall make settlement of the State grant described in this Agreement. If the Grantee has made payment to the Provider in excess of the total amount of such State grant, the Provider shall promptly remit such excess to the State. The Project close-out occurs when the Grantee notifies the Provider and forwards the final grant payment or when an appropriate refund of State Grant funds has been received from the Provider and acknowledged by the Grantee. Close-out shall be subject to any continuing obligations imposed on the Provider by this Agreement or contained in the final notification or acknowledgment from the Grantee.

ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT

Provider agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Provider warrants that there is no provision of its charter, by-laws or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Provider any provision or clause of this Agreement. Provider warrants further that it has paid all Federal, State and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, that Provider has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder and that Provider will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder.

ITEM 16 - CONTRACT OF THE PROVIDER AND SUBCONTRACTS

Except as otherwise provided in the Grantee guidelines or as specifically approved by the Grantee, the Provider shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval of the Grantee and the IDOT/DPIT. The Provider may only subcontract services with the prior written approval of the Grantee and the IDOT/DPIT. Any subcontracts or third-party contracts for service shall be subject to, and conform with, all applicable State and Federal laws and shall specifically provide that the subcontractor are subject to all of the terms and conditions of this Agreement. For the Grantee to approve the use of any subcontract, the Grantee must employ an open, impartial, and reasonably competitive selection process. The Provider has made the Grantee aware of a pre-existing contract with the Illinois Department of Public Aid, a copy of which is attached hereto.

ITEM 17 - COMPETITIVE BIDDING

Provider agrees to give full opportunity for free, open and competitive bidding for each contract to be let by the Provider calling for construction or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Provider shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition.

The award of each such contract shall be made by Provider as soon as practical to the lowest responsible bidder except as otherwise provided in Grantee, IDOT/DPIT and FTA guidelines.

ITEM 18 - THIRD PARTY CONTRACT CHANGES

No change or modification of the scope or cost shall be made to any contract and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as otherwise approved by the Grantee, and where required, until the approved Project Budget has been amended by the Grantee as may be necessary to provide for such change or modification.

ITEM 19 - PRE-BID REVIEW

Except as otherwise provided in Grantee guidelines or as otherwise specifically approved by the Grantee, the Provider agrees that, prior to advertising for any bids for any work to be performed under ITEM 17 - COMPETITIVE BIDDING, the Provider shall submit one (1) copy of each of the proposed contract, plans, specifications, proposed advertisement for bids, and all related bidding documents, to the Grantee for approval. The bid invitation or advertisement shall include a statement that the contract to be let is subject to this contract between the Provider and the Grantee.

ITEM 20 - ASSIGNMENT OF AGREEMENT

The Provider agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Grantee. The Provider agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Grantee.

ITEM 21 - INDEMNIFICATION AND INSURANCE

The Provider agrees to save harmless and indemnify the Grantee from any and all losses, expenses, damages (including loss of use), demands and claims and shall defend any suit or action, whether at law or equity, brought against it based on any such alleged injury (including death) or damage and shall pay all damages judgments, costs, and expenses, including attorney's fees, in connection with said demands and claims resulting therefrom.

The Provider agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance with limits and upon terms satisfactory to the Grantee as will protect the Provider from any other claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations hereunder by the Provider, or by anyone directly or indirectly employed by or associated with it, and the Provider shall furnish the Grantee with certificate(s) evidencing all such required insurance.

ITEM 22 - NON-WAIVER

The Provider agrees that in no event shall any action, including the making by the Grantee of any payment under this Agreement, constitute or be construed as a waiver by the Grantee of any breach of covenant or default on the part of the Provider which may then exist; and any action, including the making of such payment by the Grantee, while any such breach or default shall exist, shall in no way prejudice or impair any right or remedy available to the Grantee in respect to such breach or default. The remedies available to the Grantee under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy hereunder or under general principles of law or equity.

ITEM 23 - NON-COLLUSION

The Provider warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No State officer or employee, or member of the State General Assembly or of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

ITEM 24 - INDEPENDENCE OF GRANTEE

In no event shall the Provider or any of its employees, agents, contractors or subcontractors be considered agents or employees of either the Grantee or the State. Furthermore, the Provider agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the Grantee or the State, and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, employee of the Grantee or State including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 25 - LABOR LAW COMPLIANCE

The Provider agrees to comply with the Labor Law Compliance provisions of the Federal Capital Grant Contract pertaining to the Project, if any, and all applicable State and Federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, and health and safety of employees.

The Provider also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the project to agree to such compliance.

ITEM 26 - EQUAL OPPORTUNITY AND FAIR EMPLOYMENT PRACTICES

In addition to compliance with the Federal Equal Employment Opportunity provisions outlined in 49 CFR 23 and 49 CFR 21 and the applicable federal disability requirements, the Provider shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Human Rights Commission. It is understood that the term "Contractor" as used in this clause shall also mean "Provider".

"EQUAL EMPLOYMENT OPPORTUNITY CLAUSE" required by the Illinois Human Rights Commission's Rules and Regulations as a material term of all public contracts (Section 6.1):

In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the Grantee, the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Provider agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

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

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

As of July 1, 1993, the Provider shall have written sexual harassment policies that shall include, at a minimum, the following information:

The illegality of sexual harassment:

The definition of sexual harassment:

A description of sexual harassment, utilizing examples;

The Provider's internal complaint process including penalties;

The legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission;

Directions on how to contact the Department and Commission; and

Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

With respect to the two (2) types of subcontracts referred under paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 1.1 of the Illinois Human Rights Commission's rules and regulations for Public Contracts

Section 1.1-17) the term "Subcontract" means any agreement, arrangement or understanding, written or otherwise between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee);

For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or,

Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken, or assumed.

ITEM 27 - PAYMENT WITHHOLDING, DELAY, TERMINATION AND RECALL

Upon the occurrence of any condition or conditions listed in this ITEM, the parties agree that the Grantee, by written notice to the Provider, may in elect to withhold or delay payment as provided in the approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Provider agrees that upon receipt of such notice of recall the Provider shall immediately return such Agreement payment or payments, or any portion thereof, which the Provider has received pursuant hereto.

The foregoing remedies shall become available to the Grantee if:

There is any misrepresentation of a material nature in the Provider's Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Provider required by the Grantee in connection with the Agreement;

There is pending litigation which, in the opinion of the Grantee, may jeopardize the Grant of this Agreement;

There has been in connection with the Contract, any violation of State or Federal regulations, ordinances or statutes applicable to the Provider, its officers or employees which, in the opinion of the Grantee, affects this Agreement;

Any contributions provided by the State pursuant to the Agreement are used for an ineligible purpose;

The Provider is unable to substantiate the proper use of Project funds, facilities, and equipment provided pursuant to the Agreement; or

The Provider shall be in default with any of the provisions of this Agreement.

ITEM 28 - SEVERABILITY

The parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

ITEM 29 - PATENT RIGHTS

Any patentable results arising out of this Agreement, as well as all information, design, specifications, know-how data, and findings shall be made available to the United States of America and to the State for public use, unless the Parties shall determine, in a specific case where it is legally permissible, that it is in the public interest that it not be so made available.

ITEM 30 - AMENDMENT

This Agreement may be amended at any time by written amendment. The parties agree that no change or modification to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the Amendment is dated, reduced to writing, executed by both parties, and attached to and made part of this Agreement. No work shall be commenced, and no costs or obligations incurred in consequence of any Amendment to this Agreement or any attachments hereto unless and until such Amendment has been executed and made a part of this Agreement and the Approved Project Budget has been amended to confirm thereto.

ITEM 31 - TITLES

The parties agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

ITEM 32 - SCHOOL BUS OPERATIONS

Provider agrees not to engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards provided that this requirement shall not apply to a grantee which operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system (see Section 49.19(13), Civil Admin. Code of Illinois).

ITEM 33 - NON-CONSTRUCTION CONTRACTS

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 CFR Part 5, the following provisions shall be incorporated in all non-construction contracts of \$2,500 let by the Provider for the Project:

1. *Non-Construction Contracts* - The requirements of the clauses contained in 29 CFR Sec. 5.5(b) are applicable to any contract subject to the Overtime Provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Section 5.1. The Provider's contractor or subcontractor shall maintain basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of IDOT/DPI, FTA, U.S. DOT, or the Department of

Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The provisions of the Fair Labor Standards Act, as amended, apply to State and local government employees participating in the FTA assisted project with the Provider.

ITEM 34 - SUBSTANCE ABUSE

The Provider agrees to comply with the Illinois (30 ILCS 580/1 et seq.) and U.S. DOT Drug Free Workplace Acts and U.S. DOT regulations, "Drug Free Workplace Requirements (Grants)", 49 C.F.R. Part 29, Sub-Part F and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit C.

ITEM 35 - PREFERENCE FOR RECYCLED PRODUCTS

The Provider agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained to 40 C.F.R. Parts 247-254.

ITEM 36 - DEBARMENT AND SUSPENSION

The Provider agrees to obtain certifications on debarment and suspension from its third party contractors and sub-recipients and otherwise comply with governmental regulations. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal or State department or agency.

ITEM 37 - ENVIRONMENTAL, RESOURCE CONSERVATIONS, AND ENERGY REQUIREMENTS

The Provider recognizes that many Federal and State statutes imposing environmental, resource conservation and energy requirements may apply to the Project. Accordingly, the Provider agrees to adhere to and impose on its sub-recipients any such Federal and State requirements, as the government may now or in the future promulgate. The Provider expressly understands that this list does not constitute the Provider's entire obligation to meet Federal requirements.

Environmental Protection - To the extent applicable, the Provider agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq.; Section 1600: the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joining FHWA/FTA regulations, "Environmental Impact and Related Procedures", at 23 C.F.R. Part 771.

Air Quality - The Provider agrees to comply with applicable requirements of Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act, 40 GFR Part 51 Sub-Part T; and Determining Conformity of Federal Actions to State and Federal Implementation Plans, 40 GFR Part 93. To support the requisite air quality conformity finding for the project, the Provider agrees to implement each air quality mitigation and control measure incorporated in the project. The Provider agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design and scope of the project set forth in the SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators particularly operators of large transit fleet buses, thus, the Provider should be aware that the following EPA regulations, among others, may apply to its project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines " 40 CFR Part 85; "Control of Air Pollution from New and In-Use

Motor Vehicles and New and In-Use Motor Vehicles Engines: "Certification and Test Procedures" 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

Use of Public Lands - No publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, State, or local significance as determined by the Federal State, or local officials having jurisdiction thereof, or any land from an historical site of national, State or local significance may be used for the project unless specific findings required by 49 U.S.C Section 303 are made by the U.S. DCT.

Historic Preservation - The Provider agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C Section 470 (f).

Mitigation of Adverse Environmental Effects - Should the proposed project cause adverse environmental effects, the Provider agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C app. Section 1610, all other applicable statutes and procedures set forth in 23 C.F.R Part 771 and 49 C.F.R Part 622.

ITEM 38- CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended 49 U.S.C. app Section 1602(f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees administer any system of records on behalf of the Federal Government the privacy Act of 1974 (The Act), 5 U.S.C. Section 552a, imposes information restrictions on the party managing the system of records.

ITEM 40 - MATCHING FUNDS

It is expressly agreed by the Provider that it will assist in fund-raising efforts to raise matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into with the State of Illinois.

ITEM 41 - FUNDING DELAY

It is expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund the Provider's program hereunder. If the "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantees and the State of Illinois is terminated, then this Agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid Agreement, the Grantee may suspend services contemplated hereunder.

ITEM 42 - MARKETING PLAN

The Provider shall provide a written, annual marketing plan to the Grantee for approval. The Provider shall be responsible for implementation of the approved marketing plan and the Grantee may assist in the marketing efforts.

ITEM 43 – REPORTS

Grantee's Responsibilities:

Reporting – The Grantee's PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee, and ii) annually, a written report to the IDOT/DPIT that is submitted with the Grantee's 4th quarter actual requisition. The Grantee shall provide the IDOT/DPIT copies of the quarterly report at the request of the IDOT/DPIT. The reports shall contain the following information:

- f. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;
- g. A summary and analysis of the activities monitored pursuant to this item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's service area or territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;
- h. A summary and analysis of public transportation complaints and if applicable, the satisfaction of any entity receiving service from the Grantee or its operator(s) pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
- i. For the annual report to the IDOT/DPIT, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and
- j. Any additional information requested by the IDOT/DPIT.

Provider's Responsibilities:

Program Monitoring Reports – The Provider will actively monitor the project for compliance in accordance with the terms and conditions of the Agreement, together with appropriate rules and regulations and/or guidelines that the Grantee or IDOT/DPIT may promulgate or implement. The Grantee must permit any agent authorized by the IDOT/DPIT, upon presentation of credentials, in accordance by all methods available by law, including full access to and to the right to examine any document, papers, and records either in hard copy or electronic, of the Grantee or Subgrantee involving transactions to this Agreement.

Vehicle Reports – At the onset of the Project, the Provider shall provide to the Grantee a report on the conditions of the vehicles to be used for the Project. The Provider shall keep maintenance logs for all of the vehicles and maintain said reports for the life of each vehicle. The Provider shall make the logs available for inspection and review by the Grantee and/or IDOT/DPIT. The Provider shall make recommendations to the Grantee when the Provider deems that a vehicle should be replaced. The Provider may complete a capital grant application, if Grantee gives express permission for the Provider to do so, and all such grant applications must be approved by the Grantee prior to submission.

Ridership Reports – The Provider shall also provide monthly and quarterly ridership reports to the Grantee. Ridership reports shall include the number of one-way passenger trips and other pertinent data.

Allocation Plans and Reports – The Provider shall maintain a time and cost allocation plans for goods, services, personnel which are not used or funded solely for or by Project funds. These plans shall be subject to audit and inspection pursuant to criteria enumerated in ITEM 14 herein.

ITEM 44 – COMPLAINT AND RESOLUTION PROCESS

Grantee's Responsibilities:

Complaint Procedures – The Grantee's PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any;

Provider's Responsibilities:

The Provider shall develop and adhere to a complaint and resolution process in the event of a Grantee or Provider complaint. The Provider will be the recipient of all written complaints or concerns and shall communicate this to the Grantee or Program Compliance Oversight Monitor (PCOM). All complaints must be submitted to the Provider in writing and recorded on the Provider Complaint Procedure Form. The Provider upon receipt of the written complaint will contact the person or organization within three (3) working days to discuss the complaint. Follow-up contact will be made to the person or organization to seek a resolution of the complaint and the plan of action will be documented. The Provider will send a status report of all complaints, follow-ups, and resolutions to the Grantee and/or Program Compliance Monitor on a monthly basis by the fifteenth (15th) of the month to the attention of the Grantees authorized representative PCCM or, Board Chief Elected Official.

ITEM 45 - OFFICE, VEHICLE STORAGE

The Provider agrees to maintain an office and vehicle parking and/or storage for this Project within the County of Shelby, Illinois.

ITEM 46 – ACCESS TO RECORDS

The Provider will make available to federal, state and to the Grantee (and/or their authorized representatives) upon reasonable request, any and all financial and participant records necessary for conducting audits, investigations, and reviews authorized by the Illinois Department of Transportation. The Provider will maintain all financial records, as previously outlined, and make them available for review for a period of time of not less than three (3) years past the end of any fiscal year.

ITEM 47 – FTA –FUNDED PROJECT EQUIPMENT

Pursuant to FTA circular 9040. 1F, Chapter VI-4, this Agreement includes the expressed use by the Provider of FTA-funded project equipment owned by the Grantee. The use of FTA-funded Project equipment will be done in compliance with all applicable federal statutory and regulatory requirements.

ITEM 48 – VEHICLE USAGE AND LEASE AGREEMENT

The Grantee has entered into a Vehicle Lease Agreement with the Provider listed as Exhibit E, and entitled "Vehicle Lease Agreement", which is by this reference specifically incorporated herein to this Agreement. The Vehicle Lease Agreement details the vehicle use, terms, scope of service, limits conditions, and vehicles leased related to the Agreement.

ITEM 49 – TERMINATION

Either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of its desire to terminate the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, effective July 1, 2023 and expires June 30, 2024, to be made effective and executed as of the 9th day of March 2023, by their respective duly authorized officials. The duly authorized signatures below shall constitute acknowledgement and approval of both Parties acceptance of the Agreement's terms, conditions, assurances, budget, and exhibits.

Provider's Name and Address

C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION
1805 South Banker Street
Effingham, IL 62401

Grantee's Name and Address

SHELBY COUNTY, ILLINOIS
County Courthouse
301 E. Main Street
Shelbyville, IL 62665

By: _____

KEVIN M. BUSHUR, CHIEF EXECUTIVE OFFICER

By: _____

ROBERT ORMAN, CHAIRMAN
SHELBY COUNTY BOARD

Attest: _____

By: _____

Attest: _____

Shelby Co Clerk

By: _____

VEHICLE LEASE AGREEMENT BETWEEN

**Shelby County
AND
C.E.F.S Economic Opportunity Corporation**

**EFFECTIVE DATE:
July 1, 2023**

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COPY OF IDOT SECTION 16 GRANT CONTRACT

EXHIBIT "A"

VEHICLE LEASE AGREEMENT

This Agreement is made and entered into by and between Shelby County, a public entity, hereinafter referred to as "Lessor", and C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit an Illinois Not-For-Profit Corporation, hereinafter referred to as "Lessee".

Lessor and Lessee, for the considerations set forth below, hereby agree as follows:

SECTION 1

Vehicle(s) Leased

Lessor hereby leases to Lessee, on the terms and conditions herein contained the following motor vehicle(s):

*****SEE ATTACHED INVENTORY

Lessor shall delete the name Shelby County on the leased vehicle(s), and Lessee may, at its cost, add lettering such as C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit, providing said lettering is applied in a commercially reasonable manner.

SECTION 2

Use and Scope of Service Limits

Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law, or ordinance, or so as to avoid any insurance covering the vehicle(s), or as a public or private livery, or permit any vehicle(s) to become subject to any lien, charge, or encumbrance which may affect Lessor's title to said vehicle(s).

Lessee shall obtain Lessor's prior written consent, which consent shall not be withheld unreasonably for any trip in excess of a 200-mile radius from C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit (Shelby County) base of operation.

Lessee shall notify Lessor once the mileage on the vehicle(s) reaches 250,000, whereas Lessor may apply for release of lien from IDOT.

SECTION 3

Term

The term of the lease shall be for 1 year commencing on July 1, 2023 and termination at midnight on June 30, 2024. Subject to the terms of Section 18, the Lessee shall notify Lessor in writing, no later than ninety (90) days prior to the termination date of this agreement, of Lessee's intention to either terminate this Agreement on June 30, 2023 or seek to renew the Agreement.

SECTION 4

Additional Conditions of IDOT

The State of Illinois Department of Transportation, Division of Public Transportation (hereinafter referred to as "IDOT") is lien holder on the vehicle(s) to be leased, previously operated by Lessor pursuant to the abovementioned capital grant agreement listed in Section 1. The Section 1 Program Capital Assistance Grant Contract is specifically incorporated herein, as fully set forth in "Exhibit A", attached hereto and made a part hereof. IDOT acknowledges that the making of this Agreement between Lessor and Lessee does not violate the terms of the Section 16 Grant Contract, nor causes any default or forfeiture thereunder.

Lessee shall use the vehicle(s) for the same purposes as described in the Section 16 Grant Contract entered into by Lessor and IDOT, i.e. for special transportation services designed to meet the needs of elderly persons and/or persons with disabilities in Illinois.

Lessee represents and warrants that it will comply with said terms, conditions, and obligations of IDOT, so as not to jeopardize Lessor's relationship with IDOT, nor cause Lessor to be in default of any agreement with IDOT. Any breach of the Section 16 Grant Contract shall be considered a default by Lessee under the terms hereof.

SECTION 5

Lessee's Representations and Warranties

In consideration of Lessor entering into this Agreement, the Lessee hereby represents and warrants:

(a) Lessee is an Illinois Municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has the power and authority to carry on its business, as now conducted, to own and operate its property and assets, to execute this Agreement and any other agreements and instruments referred to in this Agreement that it is executing and delivering, and to carry out the transactions contemplated hereby and thereby.

(b) Neither the execution, delivery or performance of this Agreement or any other agreement or instrument referred to in this Agreement that is executed and delivered by or on behalf of Lessee in conjunction herewith, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Certificate of Incorporation, Articles of Incorporation, or Bylaws of Lessee or any provision of Law, statute, rule, regulations, or order of any court of governmental authority to which Lessee is subject, or any judgment, decree, franchise, order to permit applicable to Lessee, or conflicts or is inconsistent with, or will result in any breach of or constitute a default under, any contract, commitment, agreement, understanding, arrangement, or instrument, or result in the creation of or imposition of, or the obligation to create or impose, any lien, encumbrance, or liability on any of the property or assets of Lessee, or will increase any such lien, encumbrance, or liability.

(c) Lessee now has and will continue to have during the term of this Agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state, or local, which authorize or empower the services to be performed hereunder by Lessee.

SECTION 6

Rent and Terms of Payment

Lessee agrees to pay as rent for the vehicle leased herein the sum of One Dollar (\$1.00) per year, per vehicle, paid annually in advance

SECTION 7

Insurance

Lessee shall, at its sole cost, provide and maintain during the term of this Agreement, a policy or policies of vehicle(s) liability insurance containing the coverage, exceptions, and exclusions, which are ordinarily contained in vehicle(s) liability insurance policies written for the locality where the vehicle is stored. Such policy shall insure Lessor and Lessee and their respective agent and employees, with respect to liability as a result of the ownership, maintenance, use or operation of vehicle(s) furnished by Lessor to Lessee pursuant to this Agreement. Furthermore, Lessee shall, at its sole cost, provide and maintain during the term of the Agreement, insurance coverage for collision and comprehensive damages as is customary for such vehicle(s), naming Lessor as an additional insured.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall, at minimum afford the following coverages:

Commercial Vehicle Coverage

Combined single limit: \$2,000,000.00

Medical Payments: \$5,000.00

Umbrella Excess Liability Coverage

\$4,000,000.00

Such insurance shall include destruction and/or loss of use or property as a result of an accident. Lessor shall not be liable for damage to property owned by, rented to, or in charge of Lessee.

All such insurance shall be in a form acceptable to Lessor. Lessee shall cause the insurer to furnish to Lessor a certificate of insurance, and a certificate of any renewal or replacement of insurance, evidencing coverage as outlined herein. The certificate shall provide that the insurance shall not be cancelled or materially modified except upon fifteen (15) days advance notice to Lessor.

Lessee must promptly notify Lessor of any accident or incident that may result in an insurance claim.

SECTION 8

License Plates and Registration

The vehicle subject to this Agreement shall bear the proper license plate. The title to such vehicle is registered in the name of the Lessor, subject to the lien rights of IDOT. The annual registration, license fees, safety inspection costs, etc. shall be paid by Lessee.

SECTION 9

Delivery of Vehicle

Lessor shall use all reasonable diligence to transfer the vehicle(s) leased hereunder to the Lessee on the execution of this Agreement and any supplement thereto but shall not be liable to Lessee for any failure or delay if Lessor shall have exercised reasonable diligence herein.

SECTION 10

Reporting and Audit

a) Lessee shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by Lessor. Data required may include, but not be limited to, vehicle(s) maintenance records and trip logs.

b) Lessor or its designee may perform, at any time, one or more audits and/or inspection of the records with regard to compliance with the provisions of the Agreement. Lessee agrees to comply with all requests to have equipment available as requested by Lessor for completion of audits.

c) Lessee agrees to preserve for a period of five years after the termination of this Agreement, any and all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement.

SECTION 11

Maintenance

All service, materials, and repairs in connection with the use and operation of the respective vehicle during the lease term, including but not limited to gasoline, fuel, oil, batteries, repairs, maintenance, tires, tubes, and towing necessary for the proper use and operation of the vehicle(s), are at lessee's expense. Lessee agrees that the oil in the crankcase shall at times be kept at proper level and shall be completely changed and the vehicle lubricated at intervals recommended in the manual provided by the manufacturer of the vehicle(s). Lessee shall take the vehicle(s) to the appropriate factory-authorized dealer for all service and repairs under manufacturer's warranty. Lessor shall not be liable for repairs, nor shall any such repairs be charged to Lessor. Lessee shall maintain and clean said vehicle(s) in a reasonable manner. Lessee shall immediately take reasonable corrective action on any item of repair, maintenance or cleanliness upon receipt of any complaint from Lessor.

Lessee shall prepare and maintain accurate records relating to all vehicle(s) maintenance performed herein and shall provide Lessor with any such information when requested in writing.

SECTION 12

Modification of Vehicle

Upon taking possession of vehicle(s), the Lessee shall add proper lettering to outside of vehicle(s) and mountings for phone and tablets in vehicle(s).

SECTION 13
Acceptance by Lessee

Upon taking possession of vehicle(s), it shall be conclusively presumed to be in neat and proper appearance, good repair, mechanical condition, and running order when accepted by Lessee.

NEITHER LESSOR NOR LESSEE IS THE MANUFACTURER OF THE VEHICLE(S) SUBJECT TO THIS AGREEMENT. NOR THE MANUFACTURER'S AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE VEHICLE(S) SUBJECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NON-INFRINGEMENT OF ANY PATENT, TRADEMARK, OR LICENSE.

This Agreement shall not operate to release or waive any rights of Lessor or Lessee against any person not a party hereto, including the manufacturer of the vehicle(s) subject to this Agreement.

Lessor shall assign or otherwise make available, as legally permitted, any manufacturer's warranties covering the vehicle(s) subject to this Agreement.

SECTION 14
Risk of Loss

Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of respective vehicle shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s). The Lessee shall at all times, and at Lessee's expense, keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted.

SECTION 15
Indemnity

Lessee agrees to save Lessor and the State of Illinois, including IDOT, harmless from any and all claims, losses, causes of action, and expenses, for whatever reason, including legal expenses and reasonable attorney's fees, arising from the use, maintenance, and operation of the vehicle(s) leased under the Agreement or the provision of services hereunder.

SECTION 16
Additional Charges

Lessee agrees to pay any and all storage charges, parking charges, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees. Lessee will pay any fees (including vehicle registration and inspection fees) or taxes which may be imposed with respect to such vehicle(s) by any duly constituted governmental authority as the result of Lessee's use or intended use of the vehicle(s).

SECTION 17
Reports of Accidents

If the vehicle(s) furnished by Lessor to Lessee under this Agreement is involved in any accident, Lessee shall cause its agent and employees to notify Lessor of such accident immediately by telephone. Thereafter, as soon as practicable, Lessee shall report to Lessor in writing giving all information relative to the accident, including but not limited to the date, time, place, and circumstances of the accident, the names and addresses of persons injured, the owners of the property damaged, and names and addresses of witnesses. Lessee, its agents and employees, shall cooperate fully with Lessor and the insurer in the investigation and defense of any claim or suit, and shall do nothing to impair or invalidate any applicable coverage.

Lessee shall promptly deliver to Lessor or to such other person or company as Lessor shall have designated in writing, any and all papers, notices, summonses process and documents whatsoever served upon or delivered to Lessee or

Lessee's agents or employees in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against Lessee and/or Lessor arising out of the ownership, maintenance, use or operation of any such vehicle(s).

SECTION 18 Drivers of Vehicle

The leased vehicle(s) under this Agreement shall be operated only by safe, careful, and legally qualified drivers having a proper license. Such drivers shall be selected, employed, controlled, and paid by Lessee. Lessee shall cause the vehicle(s) to be used and operated with reasonable care and precaution to prevent loss and damage to said vehicle(s) because of negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.

Lessee's drivers shall comply with all applicable state and federal regulations governing transportation services.

SECTION 19 Termination

At least ninety (90) days prior to the expiration of the term set forth in Section 3, the parties shall either (i) agree in writing to extend the Agreement upon such terms and conditions as may be mutually agreeable, or (ii) if an extension of the Agreement is not completed, then one party may provide written notice to the other party that the Agreement shall terminate at the expiration of the term set forth in Section 3. This Agreement shall terminate in any event upon default as provided in Section 23.

SECTION 20 Surrender of Vehicle

Upon termination, at the sole option of Lessor, Lessee shall surrender the respective vehicle(s) leased hereunder, in the same condition as when received, less reasonable wear and tear, free from collision or upset damage, to the Lessor at the address listed in Section 26, or at any other location mutually agreed on by the parties to the Agreement.

SECTION 21 Warranties

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE LESSOR TO THE LESSEE AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE LEASED VEHICLE(S), OR BY THE FAILURE OF THE VEHICLE(S), OR INTERRUPTION OF SERVICE OR USE OF THE LEASED VEHICLE(S).

SECTION 22 Compliance with Laws

The vehicle(s) leased under this Agreement will not, while in the possession, custody, or control of Lessee, be operated in excess of its rated maximum weights or capacity. If the vehicle(s) is damaged in any manner due to overloading, Lessee shall immediately pay to Lessor the amount of any and all damages and losses it may sustain thereby.

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicle(s). Lessee will hold Lessor harmless from any and/or all fines, forfeitures, penalties for traffic violations or for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

Lessee shall not use nor allow any vehicle(s) to be used for any unlawful purpose or for the transportation of any property or material deemed extra hazardous by reason of being explosive, inflammable, or fissionable.

SECTION 23

Assignment

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement, or the Agreement itself, or the subject vehicle(s), without the prior written consent of Lessor. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and any other amounts payable by Lessee to Lessor, or to become payable. This Agreement and the rights and interests of Lessee under this Agreement are subordinate to any security agreement executed by Lessor and any such assignee, covering the vehicle(s) leased hereunder.

SECTION 24

Default

Time is of the essence of this Agreement. Lessor, at its option, may declare this Agreement in default on the happening of any of the following:

- a. Default by Lessee in payment or performance of any of its obligations under this Agreement.
- b. Voluntary assignment of Lessee's interests herein.
- c. Involuntary transfer of Lessee's interest herein, whether or not by operation of law, bankruptcy, or any assignment of Lessee's property for the benefit of creditors, or if a receiver or trustee is appointed for Lessee's property or business.
- d. Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Agreement.

Lessor shall provide Lessee with written notice of default. Lessee shall have ten (10) days from the date Lessor's notice is given as required by Section 26 of this Agreement to cure the default. If upon the expiration of said ten (10) days time fame Lessee has not cured the default, then Lessor may seek to enforce any rights and or remedies it may have against Lessee hereunder.

On declaration by Lessor that the Agreement is in default, and after expiration of the cure period set forth above, the vehicle(s) subject to this Agreement shall be surrendered and delivered to Lessor, and Lessor may take possession of the vehicle(s) wherever it may be found, and for that purpose may enter on the premises of Lessee provided there is no breach of peace. If allowed by applicable law or upon abandonment of the vehicle by Lessee, the Lessor's right to take possession of the vehicle(s) may be without process of law. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicle subject to this Agreement, or the possession or use of such vehicle(s), and Lessor shall retain all rents and other sums paid by Lessee under this Agreement with respect to said vehicle(s). The rights and remedies of Lessor under this Agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law. Lessor shall be entitled to collect from Lessee the costs and expenses, including reasonable attorney's fees, in connection with any matters concerning the default of Lessee and the repossession of the vehicle(s).

SECTION 25

Waiver

Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

SECTION 26

Lease Only

This agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to vehicle leased hereunder other than that of Lessee. Lessee acknowledges that Lessor owns (subject to DOT lien) the vehicle(s) subject to the Agreement. Nothing herein shall affect Lessor's absolute ownership of any title to said vehicle(s).

SECTION 27

Notices

Notices provided for under this Agreement shall be deemed given when mailed certified mail to the addresses of the Lessor and Lessee, as set forth below:

IF TO LESSOR: Shelby County
301 East Main Street
Shelbyville, IL 62565

IF TO LESSEE: C.E.F.S. Economic Opportunity Corporation
1805 S. Banker Street
Effingham, IL 62401

SECTION 28

Right to Repossess

Upon failure of Lessee to return or deliver the vehicle(s) subject to the terms hereof as directed by Lessor, or if Lessee fails to use, repair, or maintain the vehicle(s) as required herein, Lessee shall permit Lessor, without demand, legal process, or a breach of the peace, to enter any premises where the vehicle is or may be located to take possession of and remove the vehicle(s). Lessee shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Lessor. Lessee shall reimburse Lessor for any and all costs including reasonable attorneys' fees, incurred by Lessor in connection with actions taken by Lessor pursuant to this section.

SECTION 29

Inspection of Vehicle

Lessor shall have the right to inspect the respective vehicle(s) during reasonable business hours or cause the vehicle(s) to be inspected any time, with or without prior notice to Lessee. Lessor shall also have the right to demand from time to time a written statement from Lessee setting forth the condition of the vehicle or any parts thereof. Lessee shall furnish such a statement to Lessor within ten (10) days after receipt of Lessor's demand therefore. Should Lessor or its designee determine, in its sole discretion that the vehicle(s) has not been maintained in accordance with this Agreement, Lessor or its designee shall report all deficiencies to Lessee in writing. Except for safety related deficiencies which all be corrected as soon as reasonably possible and prior to placing the vehicle(s) in service, Lessee shall have thirty (30) days to correct the reported deficiencies.

SECTION 30

Return of Vehicle

Immediately following termination of this Agreement, whether by completion of the term or any reason, Lessee shall surrender and deliver to Lessor the vehicle(s) and related records, unless the right is waived at Lessor's sole discretion.

SECTION 31
Succession

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

SECTION 32
Amendment

This agreement may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties.

SECTION 33
Liability for Contents

Lessor shall not be liable for loss of or damage to any property left, stored, loaded, or transported in or upon the vehicle(s) furnished by Lessor to Lessee pursuant to this Agreement, whether or not due to the negligence of Lessor, its agents or employees.

Lessee shall hold Lessor, its agents and employees, harmless from and indemnify them from and against all claims based on or arising out of such loss or damage.

No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

SECTION 34
Attorneys Fees

Except as provided for in Section 23, concerning default of Lessee, the prevailing party shall be entitled to reimbursement from the losing party for costs and expenses including reasonable attorney's fees incurred in enforcing the terms and provision of this Agreement and in the defending and proceeding to which Lessor or Lessee is made a party to any legal proceedings as a result of acts or omissions of the other party.

SECTION 35
Governing Law

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between Lessor and Lessee.

IN WITNESS, THEREOF, the parties have executed this Agreement as of the day and year first-above written.

LESSOR:

By: _____

Robert Crman, Board Chair, Shelby County

LESSEE:

By: _____

Kevin Bushur, CEO, C.E.F.S. EOC

ATTEST:

ATTEST:



Vehicle Inventory Summary



Exhibit J.1 - Instructions

No. will automatically be populated. **Bus Fleet No.** is the local fleet number. Enter **Seating Capacity** as an integer of full ambulatory seating capacity with no wheelchair stations in use. Enter **Vehicle Length** as an integer. Enter **Current Mileage** without commas or decimal places. Select **Current Condition** and **Vehicle Status** using the drop down list. Continue entering vehicle data in Exhibit J.2: VIN numbers will automatically flow to this table. Enter **Acquisition Cost** without \$, commas, or cents. Enter **Rate of Federal Participation** as 0.80 for 80% or 1 for 100%. Use the date picker or manually enter dates using dd/mm/yyyy format for the three date fields. If you need to delete a row, select and click the X button in the row to be deleted; the selected row will be deleted in both tables.

Vehicle Condition Code

Excellent (T)
Good (G)
Fair (F)
Poor (P)
Inoperable (I)

Vehicle Status Code

Active (A)
Reserve (R)
Out-of-Service (O)
Replaced (RP)
Disposed (D)

No.	VIN	Title Holder/Owner	(Operator)	Bus Fleet No.	Chassis Year	Chassis Manufacturer	Vehicle Type	Seating Capacity	Vehicle Length (Feet)	Current Mileage	Current Condition	Vehicle Status	Del Row
Paratransit Vehicles													
1	1FDXC45F321D40547	SHILODY	C.E.F.S.	14-6	2002	FORD	MED-14P	14	23	228,301	F	O	X
2	1FDXC45F52HB40548	SHELBY	C.E.F.S.	14-7	2002	FORD	MED-14P	14	23	256,359	P	O	X
3	1FDXC45F021D40544	SHILODY	O.F.T.G.	14-24	2002	FORD	MTD-14P	14	23	143,802	F	O	X
4	1FDXC45F X2HB40545	SHELBY	C.E.F.S.	14-25	2002	FORD	MED-14P	14	23	215,065	P	O	X
6	1FDXC46F031D00040	SHILODY	C.E.F.S.	14-11	2003	FORD	MED-14P	14	23	218,644	P	O	X
6	1FDXC45F73HB88053	SHELBY	C.E.F.S.	14-12	2003	FORD	MED-14P	14	23	208,667	P	O	X
7	1FD4E45P58DB34941	SHELBY	C.E.F.S.	14-4	2008	FORD	MED-14P	14	23	274,140	P	O	X
8	2D4RN4DE3AR405463	SHELBY	C.E.F.S.	6-1	2010	DODGE	MED-14P	MINI-6P	10	128,289	F	A	X
9	1FD4E4F3S3AD02247	SHELBY	C.E.F.S.	14-17	2010	FORD	MED-14P	MED-14P	23	127,144	P	A	X
Fixed Route Vehicles													
1		Add Fixed Route Vehicle											X
ARRA Funded Vehicles													
1		Add ARRA-Funded Vehicle											X
Section 5309 Vehicles													
1		Add Section 5309 Funded Vehicle											X
Disposed Vehicles													
1		Add Disposed Vehicle											X

Exhibit J.2

No.	VIN	State Grant No.	Federal Grant No.	Acquisition Cost	Rate of Federal Participation	Date Placed in Service	FTA Eligible Replacement Date	Date of Last DOT Inspection
Paratransit Vehicles								
1	1FDXE45F 321H40544	CAN-01-143	IL-16-0025	\$62,561	0.00%	1/24/2003	01/01/2012	12/20/2020
2	1FDXE45F52HB40548	CAP-01-143	IL-16-0026	\$62,561	8.000.00%	11/11/2015	01/01/2012	3/21/2021
3	1FDXE45F82HB40544	CAP-02-191		\$62,561	0.00%			

No.	VIN	State Grant No.	Federal Grant No.	Acquisition Cost	Rate of Federal Participation	Date Placed in Service	FTA Eligible Replacement Date	Date of Last DOT Inspection
4	1FDXE46FX2HB40646	CAP 02 781	IL-03-0226	\$52,561	0.00%	11/1/2015	01/01/2012	6/14/2020
5	1FDXE45F93HB8040	CAP-03-856	IL-16-X019	\$54,405	8,000.00%	02/20/2004	01/01/2013	8/11/2020
6	1FDXE45F73HB8053	CAP-03-856	IL-03-230	\$54,405	8,000.00%	04/0/2004	01/01/2013	10/12/2021
7	1FDXE46P58DB34941	CAP-07-879	IL-18-0024	\$62,733	8,000.00%	10/14/2008	01/01/2018	3/20/2021
8	2U4KN4LJ-JMK40546J	CAP-10-942	IL-18-0024	\$62,733	8,000.00%	12/6/2010	01/01/2018	12/23/2021
9	1FDEE4F53ADB02247	CAP 07 870	IL-86X001	\$57,746	10,000.00%	01/27/2011	01/01/2020	02/02/2022
Fixed Route Vehicles								
1								
ARRA Funded Vehicles								
1								
Section 5309 Vehicles								
1								
Disposed Vehicles								
1								

Certification. Grantee certifies under oath that except as otherwise provided by Federal statutes or by the Federal awarding agency, any federally-funded real property will be used exclusively for the originally authorized purpose as long as needed for that purpose, during which time the grantee or subrecipient must not dispose of or encumber its title or other interests. Grantee certifies that when real property is no longer needed for the originally authorized purpose, the grantee will obtain disposition instructions from the Federal awarding agency or pass-through entity.

Signature

Printed Name

Title

Date

Robert Orman

Board Chairman

March 9, 2023

Shelby County



Vehicle Inventory Summary

Vehicle Condition Code
Excellent (E)
Good (G)
Fair (F)
Poor (P)
Inoperable (I)

Vehicle Status Code
Active (A)
Reserve (R)
Out-of-Service (O)
Replaced (RP)
Disposed (D)

VIN	Title/Make/Owner	Operator	Bus Type	Chassis Year	Chassis Make	Vehicle Type and Seating Capacity	Vehicle Length (in Ft.)	State Grant No.	Federal Grant No.	Acquisition Cost	Rate of Federal Participation	Date Placed in Service	FTA Eligible Replacement Date	Current Mileage	Current Vehicle Condition	Date of Last DOT Inspection	Vehicle Status
Paratransit Vehicles	Add Paratransit Vehicle	Delete Paratransit Vehicle															
1FDFE4F5XBDA48351	SHELBY	C.E.F.S.	14-18	2011	FORD	MED-14P	23	CAP-07-879	IL-18-X026	\$57,746	100	1/25/2011	2/021	193,155	P	11/22/2020	O
1FSFE4FX0BD826670	SI ELBY	C.E.F.S.	14-20	2011	FORD	MED-14P	23	CAP 04 842	IL-18-X026&27	\$48,132		11/17/2011	2/021	261,806	P	2/18/2021	O
1FDFE4F56BDB26673	SHELBY	C.E.F.S.	15-1	2011	FORD	MED-15P	23	CAP-04-942	IL-18-X026&27	\$50,232		11/17/2011	2/021	147,566	F	1/21/2021	A
2C4RDGCG3QR161289	SHELBY	C.E.F.S.	6-7	2012	DODGE	MINI-6P	10	CAP-07-879	IL-18-X027	\$36,780		1/7/2012	2/020	117,972	F	3/22/2022	A
1FDAF9G12DEB78500	SHELBY	C.E.F.S.	26-1	2013	FORD	SUPER-26P	33	CAP-13-102	IL-18-X029	\$88,967	80	6/2/2014	2/027	104,857	F	11/12/2021	A
1FOAF9G14DEB78501	SHELBY	C.E.F.S.	26-2	2013	FORD	SUPER-26P	33	CAP-13-1020	IL-18-X029	\$88,967	80	6/2/2014	2/027	122,521	F	11/12/2021	A
1FDEE4F19EDA86341	SHELBY	C.E.F.S.	14-23	2014	FORD	MED-14P	23	CAP-13-1020	IL-18-X028	\$54,435		8/14/2014	2/024	149,769	F	2/2/2022	A
2C7MDGCG9ER422106	SHELBY	C.E.F.S.	6-10	2014	DODGE	MINI-6P	10	CAP-13-1020	IL-18-X028	\$36,877	100	9/18/2014	2/022	110,069	F	12/12/2021	A
1FDFE4F51GDC55301	SHELBY	C.E.F.S.	14-27	2016	FORD	MED-14P	23	CAP-13-1021	IL-34-0007	\$56,755	100	7/20/2016	2/026	71,692	F	1/9/2022	A
1FDFE4F56GDC57075	SHELBY	C.E.F.S.	14-28	2016	FORD	MED-14P	23	CAP-13-1021	IL-34-0007	\$56,755	100	7/20/2016	2/026	83,486	F	1/3/2022	A
1FDFE4F53GDC49371	SHELBY	C.E.F.S.	14-29	2016	FORD	MED-14P	23	CAP-14-1080				8/28/2016	2/026	80,437	F	2/3/2022	A
1FDFE4F53GDC49368	SHELBY	C.E.F.S.	14-30	2016	FORD	MED-14P	23	CAP-14-1080				8/28/2016	2/026	116,179	F	3/18/2022	A
1FDFE4F53GDC49368	SHELBY	C.E.F.S.	14-31	2016	FORD	MED-14P	23	CAP-14-1080				8/28/2016	2/026	86,906	F	3/18/2022	A
1FDFE4F51GDC49370	SHELBY	C.E.F.S.	14-32	2016	FORD	MED-14P	23	CAP-14-1080				8/18/2016	2/026	80,430	F	2/12/2022	A
1FDFE4F51GDC49370	SHELBY	C.E.F.S.	20-4	2016	FORD	SUPER-26P	33	CAP-13-1020	IL-18-X029	\$88,967	80	8/15/2016	2/030	47,581	F	2/24/2022	A
Fixed Route Vehicles	Add Fixed Route Vehicle	Delete Fixed Route Vehicle															
ARRA Funded Vehicles	Add ARRA Vehicle	Delete ARRA Vehicle															
Section 5309 Vehicles	Add 5309 Vehicle	Delete 5309 Vehicle															
Disposed Vehicles	Add Disposed Vehicle	Delete Disposed Vehicle															
1FDFE4F572HB0649	SHELBY	C.E.F.S.	14-6	2002	FORD	MED-14P	23	CAP 04 842	IL-18-X026	\$52,801	80	01/24/2003					D



Vehicle Inventory Summary



Vehicle Condition Code
Excellent (E)
Good (G)
Fair (F)
Poor (P)
Inoperable (I)

Vehicle Status Code
Active (A)
Reserve (R)
Out-of-Service (O)
Replaced (RPL)
Disposed (D)

VIN	Title Holder/Owner	Operator	Bus Fleet No.	Chassis Year	Chassis Manuf.	Vehicle Type and Seating Capacity	Vehicle Length (in Ft.)	State Grant No.	Federal Grant No.	Acquisition Cost	Rate of Federal Participation	Date Placed In Service	FTA Eligible Replacement Date	Current Mileage	Current Vehicle Condition	Date of Last DOT Inspection	Vehicle Status
Paratransit Vehicles	Add Paratransit Vehicle	Delete Paratransit Vehicle															
1F0AFG1G7BFC26773	SHELBY	C.E.F.S.	28-5	2016	FORD	SUPER-26P	33			\$91,450		8/15/2016	2,030	51,550	F	1/18/2022	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-33	2017	FORD	MEU-14P	23	CAP13-1021	IL-2017-008	\$46,167	100	12/19/2017	4,027	67,775	F	12/17/2021	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-34	2017	FORD	MED-14P	23	CAP13-1021	IL-2017-008	\$58,167	100	12/19/2017	4,027	41,106	F	12/15/2021	A
2C7WDG6G3HR797981	SHELBY	C.E.F.S.	6-18	2017	DODGE	MINI-6P	10	CAP16-1088	IL-2017-008	\$38,034	100	11/21/2017	2,025	26,441	G	11/15/2021	A
2C7WDG6G3HR797981	SHELBY	C.E.F.S.	6-19	2017	DODGE	MINI-6P	10	CAP16-1088	IL-2017-008	\$38,034	100	11/22/2017	2,025	55,500	G	1/21/2022	A
2C7WDG6G3HR797981	SHELBY	C.E.F.S.	6-20	2017	DODGE	MINI-6P	10	CAP16-1088	IL-2017-008	\$38,034	100	11/23/2017	2,025	19,957	G	11/12/2021	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-38	2018	FORD	MED-14P	23	CAP13-1021	IL-2018-029	\$59,158	100	9/28/2018	2,028	46,527	G	10/17/2021	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-39	2018	FORD	MED-14P	23	CAP13-1021	IL-2018-029	\$59,158	100	9/28/2018	2,028	69,864	G	9/29/2021	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-44	2021	FORD	MED-14P	23	CVP20-1103	IL-2021-006	\$60,247	100	11/22/2020	2,031	13,552	E	11/11/2021	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-45	2021	FORD	MED-14P	23	CVP20-1103	IL-2021-006	\$60,247	100	11/22/2020	2,031	8,141	E	11/12/2021	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-46	2021	FORD	MED-14P	23	CVP20-1103	IL-2021-006	\$60,247	100	11/22/2020	2,031	12,444	E	11/18/2021	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-47	2021	FORD	MED-14P	23	CVP20-1103	IL-2021-006	\$60,247	100	11/22/2020	2,031	13,525	E	11/10/2021	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-48	2021	FORD	MED-14P	23	CVP20-1103	IL-2021-006	\$60,247	100	11/22/2020	2,031	18,995	E	11/18/2021	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-49	2021	FORD	MED-14P	23	CVP20-1103	IL-2021-006	\$60,247	100	11/22/2020	2,031	4,108	L	11/12/2021	A
1F0EAF55HDC70983	SHELBY	C.E.F.S.	14-50	2021	FORD	MED-14P	23	CVP20-1103	IL-2021-006	\$60,247	100	11/22/2020	2,031	247,584	P		O
ARRA Funded Vehicles	Add ARRA Vehicle	Delete ARRA Vehicle															
Section 5309 Vehicles	Add 5309 Vehicle	Delete 5309 Vehicle															
Disposed Vehicles	Add Disposed Vehicle	Delete Disposed Vehicle															

Vehicle Inventory Summary

Vehicle Condition Code
 Excellent (E)
 Good (G)
 Fair (F)
 Poor (P)
 Inoperable (I)

Vehicle Status Code
 Active (A)
 Reserve (R)
 Out-of-Service (O)
 Replaced (RPL)
 Disposed (D)

VIN	Title Holder/Owner	Operator	Bus Fleet No.	Chassis Year	Chassis Manuf.	Vehicle Type and Seating Capacity	Vehicle Length (in Ft.)	State Grant No.	Federal Grant No.	Acquisition Cost	Rate of Federal Participation	Date Placed in Service	FTA Eligible Replacement Date	Current Mileage	Current Vehicle Condition	Date of Last IDOT Inspection	Vehicle Status
Paratransit Vehicles	Add Paratransit Vehicle	Delete Paratransit Vehicle															
1FD4F45P98D83440	SHELBY	C.E.F.S.	14-3	2 008	FORD	MED - 14P	23	CAP07-879	IL-18-0024	\$62,733	100	10/14/2008	2,018				O
1GBDV13W48D128453	SHELBY	C.E.F.S.	6-3	2 008	CHEVY	MINI - 8P	10	CAP07-889	IL-18-0023	\$32,564	100	12/14/2007	2,016				O
1FDEE4FL9EDD86338	SHELBY	C.E.F.S.	14-22	2 014	FORD	MED - 14P	23	cap13-1020	IL-18-0028	\$54,435		8/14/2014	2,024				O
Fixed Route Vehicles	Add Fixed Route Vehicle	Delete Fixed Route Vehicle															
ARRA Funded Vehicles	Add ARRA Vehicle	Delete ARRA Vehicle															
FDDE4SP69DA88607	SHELBY	C.E.F.S.	14-14	2,008	FORD	MED - 14P	23					5/8/2010	2,019				O
Section 5309 Vehicles	Add 5309 Vehicle	Delete 5309 Vehicle															
Disposed Vehicles	Add Disposed Vehicle	Delete Disposed Vehicle															

Memorandum of Understanding for Vehicle Use

This Memorandum of Understanding Vehicle Use Agreement (hereinafter referred to as the "Agreement") is entered into by and between the County of Shelby and the County of Effingham (hereinafter referred to as the "Primary Participants" for the provision of public transportation in said counties.

Whereas, the "Primary Participants" have applied for grants pursuant to Section 5311 of the Federal Transit Act of 1991, Section 5310 Transportation Assistance Grant Program and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made for public transportation programs in rural and small urban areas within Shelby and Effingham Counties.

Whereas, it is the mutual desire of the "Primary Participants" that County of Shelby and the County of Effingham be designated as "Primary Participants" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311, Section 5310 and Downstate Public Transportation funds.

Whereas, the "Primary Participants" acknowledge that C.E.F.S. Economic Opportunity Corporation Central Illinois Public Transit Program (CIPT) is a seven county transit system that includes the following counties: Clay, Christian, Effingham, Fayette, Montgomery, Moultrie, and Shelby.

Whereas, the "Primary Participants" acknowledge in order for C.E.F.S. CIPT program to operate an effective and efficient transit program that resources from both "Primary Participants" will have to be shared.

Whereas, the "Primary Participants" acknowledge that C.E.F.S. CIPT program has a cost allocation methodology to charge shared costs to each grantee.

And Whereas, the Illinois Compiled Statutes 740/2-1 et seq. authorizes the designated counties to provide for public transportation within their respective county limits;

Witnesseth:

1. The County of Shelby and the County of Effingham shall be designated as "Primary Participants" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-

- Urbanized Areas providing for the administration and distribution of Federal Section 5311, Section 5310 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the "Primary Participants" to receive all Section 5311 Section 5310 Funds from the Illinois Department of Transportation pursuant to said Department's grant agreements with the "Primary Participants".
 3. "Primary Participants" shall be directly involved in the project oversight and administration of the public transit systems. The "Primary Participants" will be directly involved in the public transportation programs for which Federal and State funds are distributed. Irrespective of the participation of other parties or third-party contractors in the connection with the project, the "Primary Participants" shall continue to have the primary responsibility to FTA and IDOT/DPIT for compliance with all applicable Federal and State requirements as may be set forth in statutes, regulations, executive orders and the master agreement between the IDOT/DPIT and FTA, and the Agreement for this project.
 4. The "Primary Participants" shall disburse said funds to the designated transit administrator and service provider (C.E.F.S. Economic Opportunity Corporation, a not-for-profit organization), pursuant to the terms and conditions of said Purchase of Service Agreements.
 5. Delivery of services by the transit administrator and service provider shall be made in accordance with Purchase of Service Agreements with the "Primary Participants".
 6. "Primary Participants" under the terms and conditions of said Purchase of Service Agreements will ensure compliance by designating Program Compliance Oversight Monitors (PCOM) to monitor compliance and performance of the transit service being provided by the designated administrator and service provider.
 7. "Primary Participants" under the terms and conditions of the Purchase of Service Agreements and established Vehicle Lease Agreements, as so implemented, with the designated transit administrator and service provider may temporarily assign vehicles for public transit use in each other's service area with the mutual written consent of the "Primary Participants" under this Memorandum of Understanding Vehicle Use Agreement. Under the Memorandum of Understanding Vehicle Use Agreement, the "Primary Participant" (Shelby County) shall permit the temporary assignment and the use of designated transit vehicles in Effingham County with the "Primary Participant" under the same use, scope, service limits, insurance, maintenance, license, registrations, driver requirement and other terms and conditions that the transit administrator and service provider must adhere to under the established Shelby County Vehicle Lease Agreement to ensure the safety and control of the fixed assets.
 8. "Primary Participants" are not responsible to the transit administrator and service provider for any local matching funds but may provide match as desired.

9. The terms and conditions of this Agreement will be effective for a twelve-month grant period as so stated under the Purchase of Service Agreements with the designated administrator and service provider.
10. Any revision of this Agreement must be agreed to by the "Primary Participants" as evidenced by an addendum signed by the authorized representative of each "Primary Participant".
11. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when the "Primary Participants" agree that a new Agreement would meet their particular needs.
12. This Agreement is binding upon the "Primary Participants", their successors and assigns.
13. If any section, sentence, clause, phrase or portion of this Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the "Participants" that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
14. The "Participants" shall sign and execute the "Agreement" as stipulated herein.

Therefore, we the undersigned "Primary Participants" have read and agree with this Memorandum of Understanding Vehicle Use Agreement to ensure a coordinated transit system.

County of Shelby

By: _____

Robert Orman

Chair, Shelby County Board

3-9-23

Date

County of Effingham

By: _____

Joshua Douthit

Chair, Effingham County Board

Date

From: Hinkamper, James <jhinkamper@ppi.coop>
Sent: Friday, February 24, 2023 10:37 AM
To: shoclerk@shelbycounty-il.gov; district2@shelbycounty-il.gov
Cc: Katie Stumpf (CLS) (katie.stumpf@contractlandstaff.com); Marcus Garvey
Subject: PPI New Transmission Line - Shelbyville Loop
Attachments: PPI Potential Future Lines.jpg

Caution! This message was sent from outside your organization.

Mark,

Per our discussion the other day, I have attached a map showing the plans to continue NW towards some other PPI substations and network more subs for reliability.

I took some notes after our call noting what was discussed. If you have anything other questions feel free to email or call.

Why go so far north and west outside of Shelbyville to get to SEC's Airport Sub? There are a few reasons. As the attached map shows, PPI has plans to further build out NW towards our Yantisville sub and beyond to further network the system. With there already being a plan to build NW, it makes the future line NW shorter in the end. PPI attempts to follow existing roads to minimize land impact and easier to access for construction/maintenance. The airport prevents PPI from having poles so close to the runways.

Particular questions on the County parcel

What will the span length be? ~300 feet

How many conductors? 3 energized, and 1 static

How tall with the pole be? ~60 Above ground but will vary at corner structures and rough terrain to maintain clearance.

James Hinkamper, P.E.

Electrical Engineer

Prairie Power, Inc.

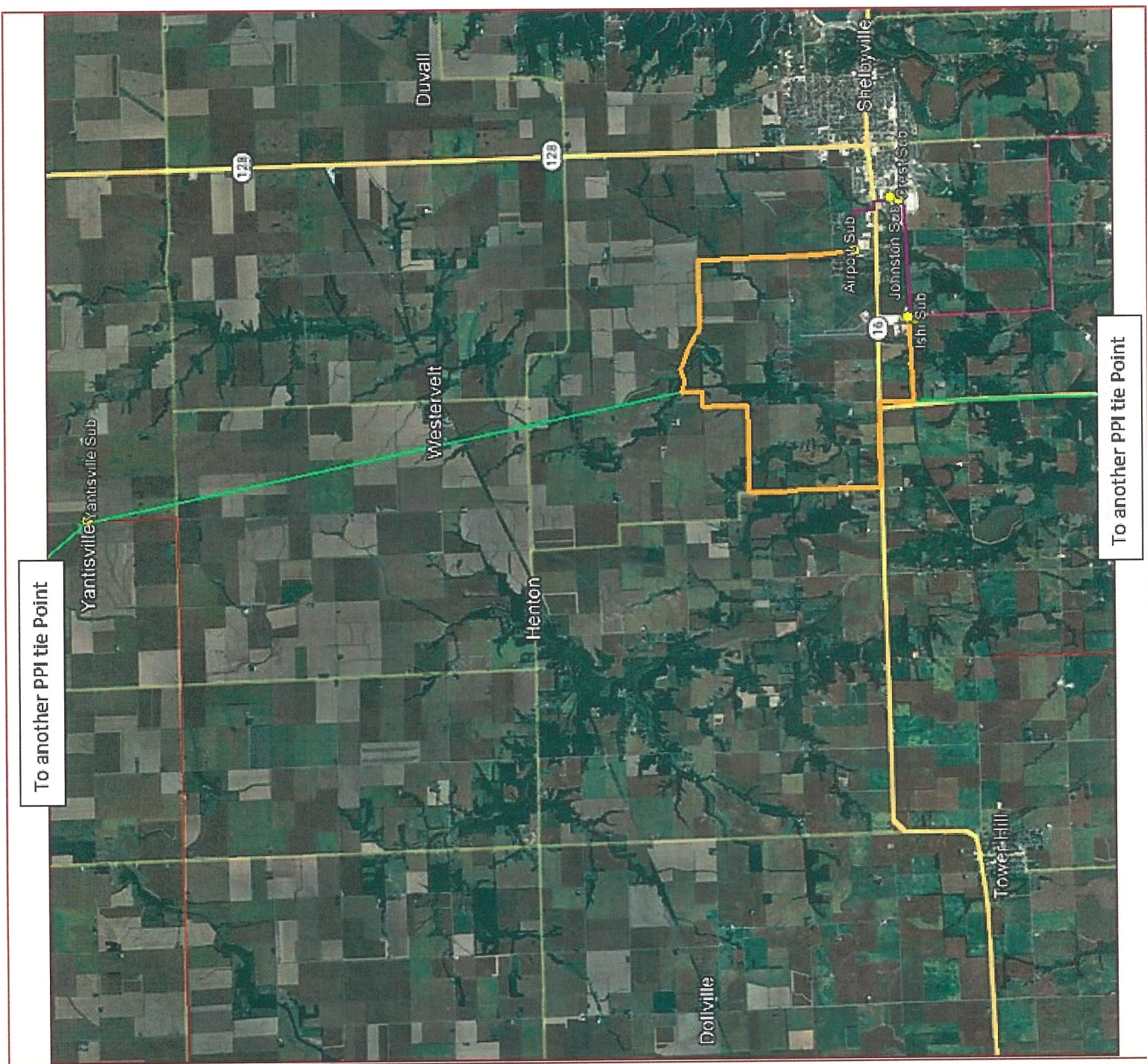
3130 Pleasant Run

Springfield, IL 62711

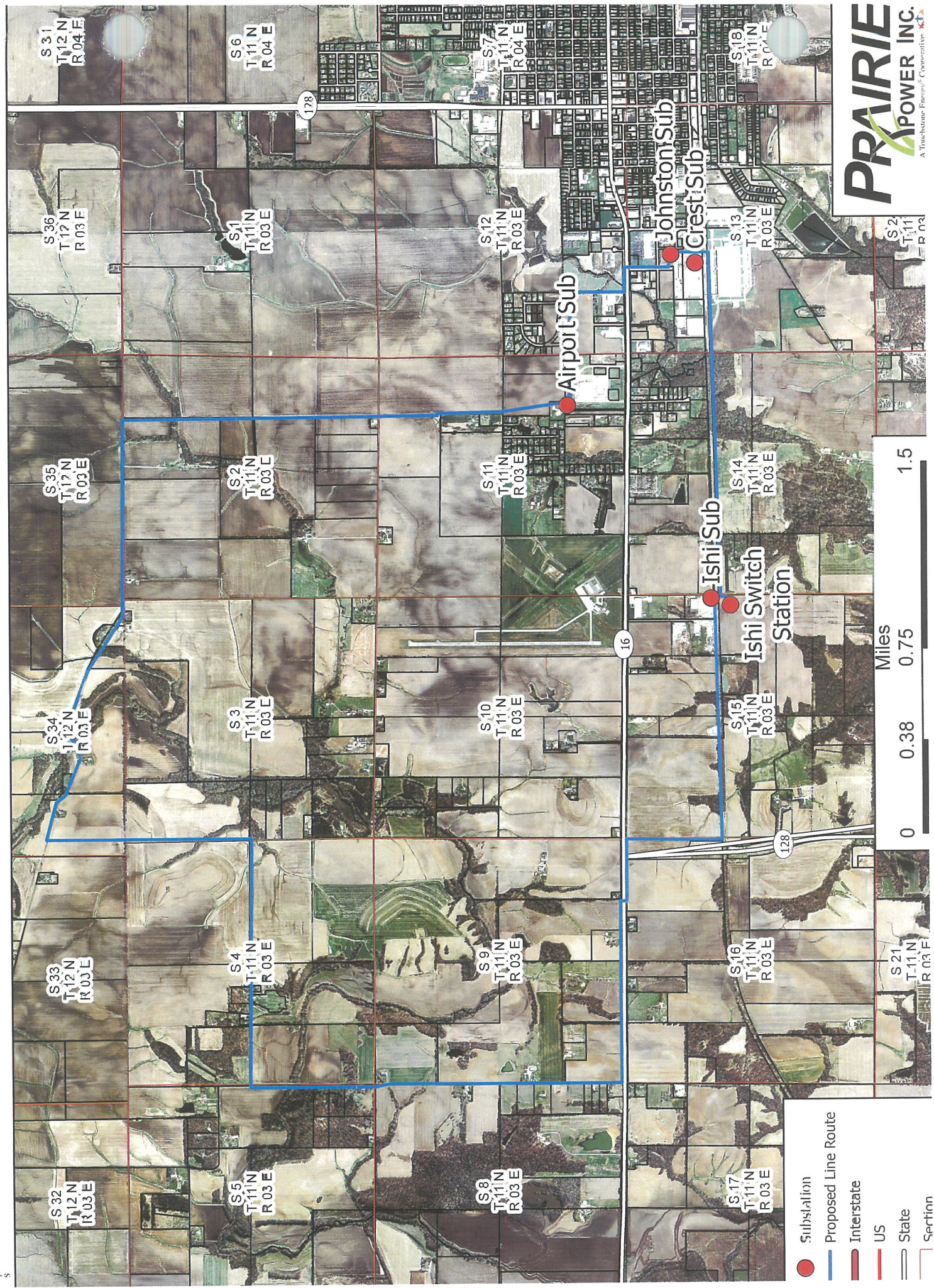
☎ (Phone) 1 (217) 331 - 5633

✉ (Email) jhinkamper@ppi.coop

Confidentiality Notice: This e-mail and any files transmitted with it are privileged and confidential information intended for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this e-mail or its contents is strictly prohibited. If you receive this message in error, please notify us immediately and destroy the message and all copies thereof.



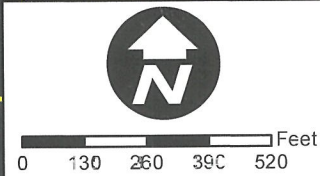
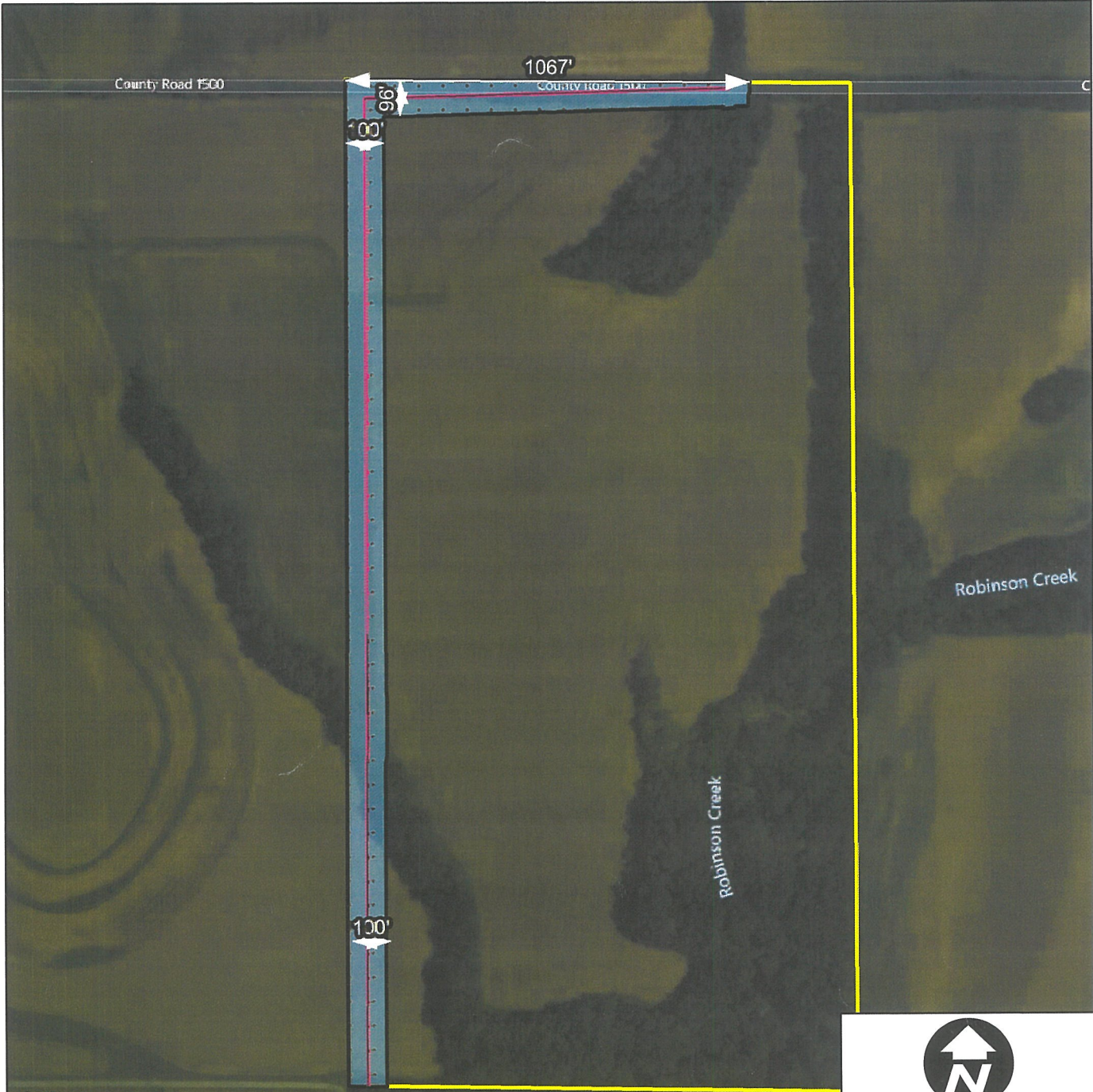
Shelby County Transmission Line Loop



- Substation
- Proposed Line Route
- Interstate
- US
- State
- Section



APPENDIX 1
PRELIMINARY ACQUISITION DRAWING
SHELBY COUNTY, IL



E 1450 North Rd
bing Service Layer Credits: © 2023 Microsoft Corporation © 2022 Maxar
©CNES (2022) Distribution Airbus DS © 2022 TomTom

Proposed Route
Full Easement Corridor
Easement Private ROW
Easement Road ROW
Property Boundaries

ROUTE LENGTH: 3587.86 FT +/- 12*7.45 RDS +/-
EASEMENT PRIVATE ROW: 7.96 AC +/-
EASEMENT ROAD ROW: 0.00 AC +/-
TOTAL EASEMENT AREA: 7.96 AC +/-

AREAL CALCULATIONS AND LINEAR DISTANCES WERE
CALCULATED USING: NAD 1983 (2011) STATE PLANE ZONE
ILLINOIS EAST FIPS 1201 (5 FEET)

PRELIMINARY DRAWING					SECTION
					TOWNSHIP
					RANGE
1	IFA	2/27/2023	KA		
NO	REVISION	DATE	APPR		
SCALE	DATE	DRAWN	CHECKED	ASSET	SHEET
1:4,590	2/27/2023	BS	KA	Shelbyville Loop	1 of 1

PRAIRIE
POWER, INC.

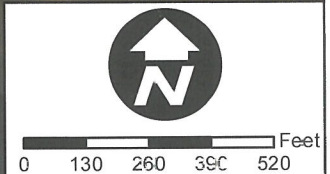
APPENDIX 1
IL-SL-IA-SH-097.300
The County of Shelby

THIS MAP IS FOR INFORMATION PURPOSES. DISTANCES IN THIS MAP ARE APPROXIMATIONS ONLY AND SHOULD NOT BE USED FOR AUTHENTICATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.

APPENDIX 1 PRELIMINARY ACQUISITION DRAWING SHELBY COUNTY, IL




bing Service Layer Credits: © 2023 Microsoft Corporation © 2022 Maxar
© CNES (2022) Distribution Airbus DS © 2022 TomTom



● Alternate/Proposed Structure Location
 — Alternate/Proposed Route
 — Alternate/Easement Private ROW
 ■ Property Boundaries
 ROUTE LENGTH: 321' 82 FT +/- 134.66 RDS +/-
 EASEMENT PRIVATE ROW: 7.42 AC +/-
 EASEMENT ROAD ROW: 3.00 AC +/-
 TOTAL EASEMENT AREA: 7.42 AC +/-
 AREAL CALCULATIONS AND LINEAR DISTANCES WERE
 CALCULATED USING: NAD1983 (2011) STATE PLANE ZONE
 ILLINOIS EAST FIPS 1201 (US FEET)

PRELIMINARY DRAWING					SECTION
					TOWNSHIP
					RANGE
NO	REVISION	DATE	APPR	CHECKED	ASSET
1	4,570	3/8/2023	BS	KA	Shelbyville Lcop


APPENDIX 1
 IL-SL-IA-SH-097 300
 The County of Shelby

THIS MAP IS FOR INFORMATION PURPOSES. DISTANCES IN THIS MAP ARE APPROXIMATIONS ONLY AND SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.

Did by :

South Central FS
Po Box 211
Towerhill, IL
217-567-3142

Customer Name:

Shelby County Poor Farm

Wheat - Fall Planted 2022							
Product		Rate/Acre	Price	Size	Cost/Acre	Acres	Total Cost
Wheat- Spring Applied							
Urea		0.12	\$720.000000000	ton	86.40	197	\$ 17,020.80
Anvol	Nitrogen Stabilizer	5.76	\$ 1936328125	oz	11.15	197	\$ 2,197.19
Application		1	\$ 8.950000000	acre	8.95	197	\$ 1,763.15
					106.50		\$ 20,981.14
Fungicide Application							
Prosaro Pro		10.3	\$ 2.305234375	Liq.oz.	23.74	197	\$ 4,677.55
FS Talent		2.4	\$ 0.852812500	Liq.oz.	2.05	197	\$ 403.21
Application		1	\$ 8.950000000	ac	8.95	197	\$ 1,763.15
Total Wheat Program				Cost / Ac	34.74	197	\$ 6,843.91
					141.24		Spring \$ 27,825.05

Double Crop Soybean - Summer 2023							
Variety	Units	Population	Price/ Unit	Seeds/Unit	Cost/acre	Acres	Total Cost
HS 41E10 Soybean Seed	254	180,508	\$ 49.17	140,000	\$ 63.40	197	\$12,489.62

Product		Rate/Acre	Price	Size	Cost/acre	Acres	Total Cost
Enlist		32	\$ 0.696328125	Liq.oz.	22.28	197	\$ 4,389.65
Warrant		48	\$ 0.432187500	Liq.oz.	20.75	197	\$ 4,086.77
Roundup PowerMax3		20	\$ 0.520859375	Liq.oz.	10.42	197	\$ 2,052.19
FS MaxStupreme		2.4	\$ 0.120937500	Liq.oz.	0.29	197	\$ 57.18
Application		1	\$ 10.000000000	ac	10.00	197	\$ 1,970.00
Total Wheat Program				Cost / Ac	63.73	197	\$ 12,555.78
					\$ 127.13		Summer \$25,045.40

Sprinkler
Prepared by the:
Farm Committee

Bid needs for crop 2023
thru Fall Harvest

Total/ac	\$ 268.38	197	Total	\$ 52,870.45
----------	-----------	-----	-------	--------------

Bid by : South Central FS

Po Box 211
Towerhill, IL,
217-567-3142

Updated Board Approved March 9, 2023

Customer Name:

Shelby County Poor Farm

Wheat - Fall Planted 2022

Product	Wheat- Spring Applied	Rate/Acre	Price	Size	Cost/acre	Acres	Total Cost
Urea		0.12	\$720.000000000	ton	86.40	197	\$ 17,020.80
Anvol	Nitrogen Stabilizer	0	\$ 1,936328125	62	0.00	197	\$ -
Application		1	\$ 8.950000000	acre	8.95	197	\$ 1,763.15
					95.35		\$ 18,783.95
Fungicide Application							
Prosaro Pro		10.3	\$ 2.305234375	Liq.oz.	23.74	197	\$ 4,677.55
FS Talent		2.4	\$ 0.852812500	Liq.oz.	2.05	197	\$ 403.21
Application		1	\$ 8.950000000	ac	8.95	197	\$ 1,763.15
Total Wheat Program				Cost / Ac	34.74	197	\$ 6,843.91
					130.09		\$ 25,627.86
							Spring

Double Crop Soybean - Summer 2023

Variety	Units	Population	Price/ Unit	Seeds/Unit	Cost/acre	Acres	Total Cost
HS 41E10 Soybean Seed	254	180,508	\$ 49.17	140,000	\$ 63.40	197	\$12,489.62

Product	Rate/Acre	Price	Size	Cost/acre	Acres	Total Cost
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Roundup PowerMax3	20	\$ 0.520859375	Liq.oz.	10.42	197	\$ 2,052.19
FS MaxSupreme	2.4	\$ 0.120837500	Liq.oz.	0.29	197	\$ 67.18
Application	1	\$ 10.000000000	ac	10.00	197	\$ 1,970.00
Total Wheat Program			Cost / Ac	63.73	197	\$ 12,555.78
				127.13		\$25,045.40
						Summer

Spreadsheet
Prepared by the:
Farm Committee

Bid needs for crop 2023
Irru Fall Harvest

Total/acre: \$ 257.22 197 Total \$ 50,673.26



Robert T. Hanlon
Shelby County State's Attorney
301 East Main Street
Shelbyville, Illinois 62565
(217) 774-5511
statesattorney@shelbycounty-il.gov
shcoa@shelbycounty-il.gov

February 17, 2023

Shelby County Board
Attention Robert Orman, Chairman
For Distribution to Members of the County Board

Re: Status Report on State's Attorney's Office

Dear Members of The Shelby County Board:

This communication serves as a status report on the operations of the Shelby County State's Attorney's Office and to alert you to some unique challenges that presently exist.

Backlog:

At present, the State's Attorney's office has an approximate backlog of eight-hundred fifty (850) cases. I will be providing you a breakdown of felony, misdemeanor, and petty offenses as soon as is practicable. It is reported by Defense counsel and the Public Defender, the previous State's Attorney did not engage in meaningful settlement discussions. As the PDO's time is consumed, the Courts are increasingly burdened with appointments of outside attorneys at county expense. That expense cannot be eliminated in cases where there are co-defendants. Outside counsel is appointed to ensure the criminal defendants constitutional rights are respected and the PDO is not conflicted. In my experience, most public defenders are reasonable attorneys that understand the plight of the defendants they represent, and the factual reality of the charges they

FILED
MAR 09 2023

Jessie Cox
SHELBY COUNTY CLERK

face. To that end, I will be looking to attain legally just resolutions of those cases that are part of the backlog or schedule them for trial. Moreover, there is no "blue light special" when it comes to these cases. Rather, the State is pursuing meaningful dialog to secure the proper administration of justice keeping in mind the victims rights as well. Given the number of cases that are outstanding addressing all of them is a serious concern especially in light of speedy trial demands.

Deletion of Electronic Files:

Complicating matters is the deletion of electronic files in the State's Attorney's Office. Prior being sworn in as State's Attorney, the appointed Special Prosecutors provided an e-mail concerning the deletion of public records which I previously forwarded to you. It is improvident for me to have any discussions other than to report what I was told. If what I was told is accurate, that conduct is reprehensible for anyone who served and serves to administer justice.

Special Prosecutors Assistance.

As you may know, the Resident Judge appointed two special prosecutors to assist me in the transition. However, the duration of the Special Prosecutors will not be unending. I have taken steps to hire adequate staff in the meantime that is likely in excess of the hourly rate that the office is accustomed to paying. Some of these positions will be filled temporarily so that I can be more selective in hiring the right people, as opposed to just any person.

Budgetary Issues:

A) Cashing out of Vacation time.

Even though each employee worked only one month of the year, as part of the severing of all employment with the State's Attorney's Office, all of the former employees were cashed out of vacation time totaling six weeks per person. This was authorized by Mrs. Kroncke before her departure.

B) Cellular Phones

I have conferred with the sheriff to add two cell phone lines to his system to avoid a multitude of service contracts. These two cell phones will be used

exclusively by myself and my assistant solely for the purposes of the office. Coming out of private practice, I owe a duty to my former clients not to place their records at risk of discovery, that includes *inter-alia* my e-mail system and my text messages. Thus, to ensure the complete separation, I will be using dedicated cell phones to be used solely for the work of the office. These phones are also necessary as either myself or my assistant must be available 24/7 to perform functions of the office.

C) Technology Needs:

The computers used at the State's Attorney's Office were and are not adequate to be on the same systems used by the Court. The software used by the Court has many features that are inherently incompatible to the existing computers. However, the solution is the existence of federal grant money to modernize the office. I have briefly discussed the availability of federal grant money with the Treasurer and I believe it can be used, with the Board's consent.

D) Imaging needs:

All of the Files need to be imaged. Once imaged, there will no longer be a need to have paper files carried back and forth to the courtroom. The files can then be available for work at a click of a button, such as discussions with defense counsel without searching for paper files. Additionally, the imaging of documents will ensure that documents will not get lost or misappropriated. The Imaging of files will also allow for proper discovery disclosure. Solution to this issue is as follows:

- 1) I will have an administrative person commencing scanning of existing paper filed in an organized manner.
- 2) After scanning the files will be uploaded into the system used by the SA office.
- 3) It is estimated that it will take over six weeks of scanning to get to a manageable point. Some overtime may be required.

Addressing Freedom of Information Act Requests.

I believe that a computerized FOIA response system can be developed if not already existing within the county to expedite the public's access to public records. If there is a system, I will seek to integrate the respective systems.

Employment opportunities:

The State's Attorney's office is currently looking for support staff including a victim witness coordinator, and an administrative assistant.

SHELBY COUNTY BOARD MEETING
CLOSED SESSION


June 9, 2022

The Shelby County Board met in Closed Session following a motion and roll call vote, for the statutory citation 5 ILCS 120/2 (C-1) Employee issues. Assistant State's Attorney Jay Scott was also present during the Closed Session.

Board Chairman Bryon Coffman addressed the board informing them that County Highway Engineer Steve Dewitt submitted his resignation letter on May 18, 2020. Dewitt stated his last day of employment would be July 16, 2022, as per his employment contract which required a 60 day notice. Dewitt stated he was open to an earlier departure date from the County if the board so approved. Discussion was held about allowing Dewitt out of his employment contract prior to July 16, 2022.

There was no further business for the Closed Session.

There was no action taken in the Closed Session.



Jessica Fox
County Clerk and Recorder

RESOLUTION

of the

COUNTY BOARD OF THE COUNTY OF SHELBY COUNTY, ILLINOIS

Resolution opposing **Illinois General Assembly HB5855 Protect Illinois Communities Act**, any trailer bill, or any bill similar to, or any bill through which the Illinois General Assembly desires to restrict the individual right of US Citizens as protected by the Second Amendment of the United States Constitution.

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution and under the Constitution of the State of Illinois, and;

WHEREAS, the Right of the People to Keep and Bear Arms for defense of Life, Liberty, and the Property is regarded as an Inalienable Right by the People of Shelby County, Illinois, and;

WHEREAS, the People have a God given obligation to provide for the common defense;

WHEREAS, a well-armed citizenry is the best protection against tyrannical government;

WHEREAS, the People of Shelby County, Illinois, derive economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted within Shelby County using all types of firearms allowable under the United States Constitution and;

WHEREAS, The HB5855 Protect Illinois Communities Act, any trailer bill, or any similar bill, or any bill through which the Illinois General Assembly desires to restrict the individual right of US Citizens as protected by the Second Amendment of the United States Constitution is a violation of the 2nd Amendment to the US Constitution allowing responsible law-abiding citizens the right to keep and bear arms & ammunition;

WHEREAS, A *Rand* review (2020) of gun control studies concluded there's "inconclusive evidence for the effect of assault weapons bans".

WHEREAS, Shelby County Board, being elected to represent the People of Shelby County and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State Illinois and;

WHEREAS, the Illinois House of Representatives and the Illinois Senate, being elected by the People of the State of Illinois and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Illinois and;

WHEREAS, The Governor of Illinois, being elected to represent the People of the State of Illinois and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Illinois and;

WHEREAS, proposed legislation, any bills similar to, under consideration by the Illinois State Legislature which would infringe upon the Right to Keep and Bear Arms of commonly owned

firearms by the individual citizens of Shelby County, Illinois, is a direct violation of the 2nd Amendment to the US Constitution;

NOW, THEREFORE, IT BE AND IS HEREBY RESOLVED, that the County Board of Shelby County, Illinois, do hereby oppose the enactment of any legislation that would infringe upon the Right of the People to keep and bear arms and consider such laws to be unconstitutional and beyond lawful Legislative Authority.

BE IT FURTHER RESOLVED, that the Shelby County Board hereby orders that Shelby County shall not support the enforcement HB5855 Protect Illinois Communities Act, any trailer bill, or any similar bill, or any bill through which the Illinois General Assembly desires to restrict the individual right of US Citizens as protected by the Second Amendment of the United States Constitution.

BE IT FURTHER RESOLVED, the Shelby County Board expects the Coroner, Sheriff and State's Attorney of Shelby County to support and enforce this resolution,

BE IT FURTHER RESOLVED, that the Shelby County Board demands that the Illinois General Assembly cease further actions restricting the Right of the People to keep and bear arms, and hereby demand that the Governor of Illinois veto all such legislation which restricts the Right of the People to keep and bear arms.

BE IT FURTHER RESOLVED, that the Clerk of Shelby County is hereby directed to prepare and deliver certified copies of this Resolution to the Offices of the Speaker of the Illinois House of Representatives, the President of the Illinois Senate, and the Office of the Governor of Illinois.

BE IT FURTHER RESOLVED, we the Shelby County Board demand that the Illinois General Assembly cease and repeal "The Firearm Owners Identification Card Act" (430 ILCS 65) immediately.

Passed this 9th day of March, 2023


Robert "Bobby" Orman, Shelby County Board Chairman

ATTEST


Jessica Fox, Shelby County Clerk

STATE OF ILLINOIS

COUNTY OF SHELBY

)
) SS.
)

RESOLUTION 2023- 13

**IMPLEMENTING RECORDING FEE INCREASE DUE TO STATE OF ILLINOIS
RENTAL HOUSING SURCHARGE PROGRAM (RHSP) FUND INCREASE**

WHEREAS, 55 ILCS 5/3-5018.1 allows the County Recorder to collect fees to record documents in his/her office by the establishment of a Predictable Fee Schedule.



WHEREAS, 55 ILCS 5/3-5018.1 also states that \$9.00 of the collected recording fee involving real estate transactions must be contributed to the State of Illinois for the RENTAL HOUSE SUPPORT FUND (RHSP).

WHEREAS, the Shelby County Clerk/Recorder currently has a Predictable Fee which includes the \$9.00 RHSP of \$68.00 for Standard Documents and \$88.00 for Non-Standard Documents to record a Land Record in the Shelby County Recorder's Office.

WHEREAS, Public Act 102-1135, passed by the Illinois General Assembly and signed into law by the Governor of the State of Illinois J.B. Pritzker, amends the Counties Code and increases the fee for Rental Housing Support from \$9.00 to \$18.00, and becomes effective July 1st, 2023.


NOW, THEREFORE, BE IT RESOLVED by the Shelby County Board that on July 1st, 2023, pursuant to Public Act 102-1135 and 55 ILCS 3-5018.1(c)(5) the new fee to record a Standard Document Record in the Shelby County Recorder's office will be \$77.00 and the new fee to record a Non-Standard Document Record (Land Record) in the Shelby County Recorder's office will be \$97.00, which reflects the \$9.00 increase mandated by Public Act 102-1135.

ADOPTED this 9th day of March, 2023.

Robert Orman
Chairman of the Shelby County Board

ATTEST



Jessica Fox
Clerk of the Shelby County Board

Shelby County Board Legislative Committee Agenda

2/14/23

Zoning Office-6:00pm

1. Roll Call
2. Public Comment
3. Discussion and vote on the release of closed session minutes and audio from 1/12/23 and 6/9/22.
4. Approval of sending county policy on limiting inclusion of sales tax on all county purchases and switching to paperless billing.
5. Approval to send resolution to county board requiring cameras both facing inboard and outboard on all county vehicles excluding Sheriff's Department vehicles.
6. Request approval to send to county board an agenda item on stripping EMA vehicle of lettering, signage, etc. and designating said vehicle for county business.
7. Designate 1 or 2 committee members to begin researching health insurance bids.
8. Designate 1 committee member to research grouping office supplies and equipment purchases or rentals.
9. Approval to send amendment to Board Rules to lower bid threshold to \$12,000 and require supplementary equipment and supply purchases over \$1,000 to be bid. Also, require any bid posted in newspapers to be posted in nearby larger papers outside Shelby County. Also, any bid older than 12 months that has not been filled should be re-bid.
10. Approval to send reworded resolution on Gun Control bills in Springfield.
11. Adjournment



Resolution No. _____

FILED
FEB 16 2023

RESOLUTION

of the


SHELBY COUNTY CLERK

COUNTY BOARD OF THE COUNTY OF SHELBY COUNTY, ILLINOIS

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WHEREAS the People have a God given obligation to provide for the common defense;

WHEREAS, a well-armed citizenry is the best protection against tyrannical government;

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WHEREAS, the Illinois House of Representatives and the Illinois Senate, being elected by the People of the State of Illinois and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Illinois and;

WHEREAS, The Governor of Illinois, being elected to represent the People of the State of Illinois and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Illinois and;

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firearms by the individual citizens of Shelby County, Illinois, is a direct violation of the 2nd Amendment to the US Constitution;

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Passed this _____ day of _____, 20__

Robert "Bobby" Orman, Shelby County Board Chairman

ATTEST

FILED
FEB 16 2023
Jessica Fox
SHELBY COUNTY CLERK

Jessica Fox, Shelby County Clerk



FILED
FEB 15 2023
D

Legislative Committee Meeting

2/14/2023 6:00pm

Court Room A

Jennie Fox

SHELBY COUNTY CLERK

1. Roll call – present – Julie Edwards, Cody Brands, Heath McCormick, Jeremy Williams, Martha Firmin
2. Public Body Comment – Elizabeth Ragan – questions about line item 7 – appoint committee members that have group health insurance experience. Comparing apples to apples? Line item 8 – who proposed? Cody. She asked why – he said save money. Who will we contact? Cody says it will be broadcast. She thinks doing business locally. Cody – if saving money for tax payers is important.

Austin Pritchard – dive team commander and citizen - #5 resolution for cameras in all county vehicles. Where did idea come from and arise from what. Cody – a company he worked for had them and it saved insurance costs. Austin – does the cost savings cover cost of cameras, upkeep, etc.. Do vehicles include boats? Is footage FOIAable, redacted? Dive team talks about things that are HIPPA protected and should not be on camera. All information should be known before going to the full board. Highway dept – is a backhoe a vehicle. #9 – what is supplementary equipment. Cody – the \$1,000 is for if the initial bid is under the \$12,000 and goes over. Austin – what is wrong with \$30k. Save money.

Lisa Swerny - #5 – what is inboard? Facing the driver? Will there be audio? Cody – yes. Why is Sheriff's Dept excluded – Cody – should already have cameras. Sheriff Reynolds said most units have cameras. Lisa spoke to union rep and she said that it all has to be negotiated/bargained before implemented. #9 – Will hinder office operations. If in middle of elections and equipment goes down are we supposed to stop voting and get bids to keep voting moving? Any bids older than 12 months and not filled need to be re-bid. To Cody – does he know who all this impacts? Is there an issue that is currently going on that has prompted this? Yes – waiting on a truck for 2.5 years and need to rebid to get the truck. She asked about courthouse windows and if that is affected. Cameras would have to be bid out. #6 stripping the EMA vehicle – who would use it? Tax assessors office would like a county vehicle to use. Can change red and blue to amber and remove label and use amber lights if on side of road taking photos.

Austin – rescue squad Bravada spends more time in shop than working. The EMA vehicle could be a good replacement.

Elizabeth Ragan – probation office employees use their personal vehicles which can be dangerous. Should we have a vehicle that those folks could use as well. Cody – no states attorney now but need to find out if transferring surplus property is doable.

Stacey Prosser – cameras – touched on enough. Union will take care of it. He has 16 trucks under his care at that office. 5 additional pieces of equipment. 2001 dump truck and 2000 dump truck that needs to be replaced if we are looking to spend money. Newest truck out there is 2015 with 100,000 miles. 2nd newest is 2014 with 170,000 miles. Many pieces of equipment that needs to be replaced. This goes to the \$100C bid, work on backhoe recently was \$20k plus. Getting bids on CAT equipment will come from CAT. Cody asked if he approached previous board about replacement equipment. He said yes two February's ago and many of their items go to state bid as they are lower than bidding outright. Cody – if bid and save \$10k and that money can go to another piece of equipment that is good. Stacey – yes. Cody brought up ARPA

should have been used for some of this and it went to salaries. Stacey is not against cameras in truck but doesn't think there needs to be audio because everyone complains about their boss. Cody – cameras do not film all the time. Only when an incident occurs. Speeding, slamming on breaks, etc. triggers them. Howell Asphalt has them. Stacey has often thought about them even in his personal truck. Forward facing may be ok but inboard facing could be a distraction. Cody says it shows if on phone, texting, etc.. He brought up privacy concerns but county owns vehicles. Cody said tax payers own them.

Teresa Boehm – she talked to Chris Smith at Gallagher – no up front savings when installed. If installed and there is an accident then it could be helpful on the claims savings.

Tad Mayhall – legislative committee is not a micromanaging committee. #8 belongs with the finance committee not in the legislative committee.

Reed Best – considering the work day and asking who is going to do all of these bidlettings to bid out anything over \$1000. Cody said not \$1,000 but is \$12,000. The \$1,000 is supplemental to the initial bid. He asked who does the board foresee taking care of the bidletting. Cody – not micromanaging it is squeezing money where we can get it to save for the tax pavers.

Julie Edwards – what is the timeline for Legislative committee meetings – Tuesday after Thursday board meeting. She heard from constituents concerned with why not all meetings in courthouse. Sherriff McReynolds said it takes half of his staff to have meetings in courthouse. This person is concerned that the building is not owned by the county. Zoning building – owned by SCCI leased to tourism and zoning.

#3 moved to the end.

#4 – approval of sending county policy on limiting inclusion of sales tax on all county purchases and switching to paperless billing. – Treasurer – the more we can get paperless and avoid late fees the better. Julie – bills that dept heads receive? Jeremy talked to the Clerk because she's bills payable. Still have to have paper bill but pulling online would help alleviate the postal service delays that can happen. Treasurer not sure how many county credit cards are out there. Verizon bill can be an issue. Conversation with the Judge – has West Law bill that comes in mail before online often. Elizabeth – majority of bills come from Sherriff's department and then highway. How will paperless work with all of those bills. Everything has to be printed in paper copy so not saving ink or paper. Austin – WEX bill comes from email. He has to print and get to the Clerk. Martha motioned to table and Julie 2nd – belongs with Finance Committee. Passed unanimously.

#5 – cameras – this is a fact finding mission not a vote. Julie – 1st thing to look at – cost of cameras, storage of video, etc. and will it really save us. When make dramatic changes that affect employees – this felt like a bomb dropped in their laps when agenda posted. This is coming as many employers in many industries are going this route. Jeremy – violation to discuss one on one or have committee have discussions prior to open meeting. Is it cost effective. Jeremy wont know until run numbers. Jeremy – do we want to look into this at this time? Outboard cameras not a concern just inboard cameras. Martha – concerns with how this was delivered. We need a state's attorney in place to give legal counsel and the board has many, many items ahead of it and need prioritize our items. There has to be a better way to deliver

messages. Julie motioned to table, Martha 2nd – ayes – Julie, Heath, Martha, Jeremy and Cody was a nay.

#6 – stripping EMA vehicle – Cody said he wants to talk to Austin about the potential of rescue squad using in place of Bravada. Teresa said that it was provided for EMA purposes. Need details of the donation and if there were stipulations. Need that answer before take action. Martha motion to table to send to Public Safety – 2nd Julie – unanimous.

#7 – 1-2 committee members to begin researching health insurance bids – can be contracted 3 or 5 years. Treasurer – went self insured in 2017 or 2018 for 3 year contract but did not get bid after that 3 years. Contract expired and has just renewed year by year. Renewal is Sept 1 with fiscal year but premiums change January 1. To get away from year to year need to get back in. Discussed “apples to apples” with current self insured program. Blue Cross/Blue Shield is more guaranteed cost type program. The two are not similar so tough to compare as if “apples to apples”. Jeremy – we need to make a decision this year and will need to go to bid. Travis Schmitt of Consociate – need to ask him because when say you will bid it can mean we go to “start over” point with current program. Martha – willing to take the lead on this and Julie will assist.

#8 – Martha motioned to table and send to Finance Committee – Heath 2nd – unanimous.

#9 – Jeremy – the \$1,000 is not for everything of that dollar amount. This would be if bid a piece of equipment and piece out the attachments as an example. Stacey – when bid normally bid one lump sum through state bid. If buy a new backhoe and want forks, etc. will bid through the state bid because so much savings. Not feasible for highway dept. Reed Best – what describing is “streaming” and there are laws against it. Austin – will this require a certain number of bids? May not get more than 1. Julie – if a dept head has a budget wouldn't they want to get the best price to stay within their budget? Jeremy – see point and may be correct. Three parts to this so could simplify. Martha – are we hamstringing ourselves by reducing the limit for bidding given how few county meetings we have the time frame somethings are needed. Also concerned with the cost of advertising outside the county. The website should help with this. Concerns with a \$12,000 limit and it not taking much to get there now. Jeremy brought up the work at the courthouse and the sidewalk/foundation and when bid out it saved \$5k. Julie – dept heads will take care of their budget. Can we go with case by case basis on projects that may need to be bid. Martha – to Cody – the deal with the truck that was bid 2.5 years ago could be discussed in Public Safety committee and if decision is made to end the bid and rebid then they could pass in committee and bring to full board.

#10 – took out “all county officers” put in Sherriff, Coroner and State's Attorney. Took out sentences regarding the use of public funds. Struck sending to all legislators. Sending to 3 people – Speaker of House, President of the Senate and Governor. For March County Board meeting we should have a SA in place to counsel on this at the board meeting. Jeremy motions to send with those changes to full board – 2nd by Heath. Jeremy said more people have reached

out to him on this than all other items combined since taking the board. Julie heard from a few also. Passed unanimously.

Going to item #3 – Legislative Committee statutorily required to review closed session meeting minutes within 6 months of the meetings and make recommendations to the board to open to public or keep closed. Julie – from what she read they are accurate. Cody – only sat in the January meeting not the June meeting. Julie sat in on that one and has no issues or concerns with the minutes going public. Julie making the motion to send the minutes for both meetings to go to the full board for approval to release. Heath 2nd. Passed unanimously.

Cody motion to adjourn. Martha 2nd. Unanimously passed. Meeting adjourned 7:29 pm.

Meeting minutes approved by: Cody Brands, Heath McCormick, Julie Edwards, Jeremy Williams, Martha Firnhaber

FILED
FEB 15 2023
Jamie Fox
SHELBY COUNTY CLERK

Feb. 14, 2023
9:10 AM

NOTICE OF FARM COMMITTEE MEETING

There will be a meeting of the Farm Committee on Thursday, Feb. 15, 2023, at 4:30 PM. This meeting will be held at the Zoning Office directly east of the Shelby County Courthouse.

1. Call to Order
2. Public Body Comment
3. Discussion and vote to develop RFP for inputs for currently growing wheat crop and double crop soybeans.
4. Discussion and vote on recommendation to the full board for disposal of surplus property – wheat crop.
5. Discussion and vote to develop RFP for bidding/sale process for wheat crop in summer of 2023.
6. Adjournment

Farm Committee meeting 2-16-23

Call to order: 4:30

Attendance: Dave, Mark, Mitchell, Bobby

Absent: Carol

Public Body Comment:

Jett Siler - gave information on original plan for wheat

- ③ — RFP inputs for wheat & double crop
- 1) UREA Dm
 - 2) 32% liquid-
 - 3) fungicide -
 - 4) soybean seed 4.0 maturity - Enlist 180,000 pop (pro-box)
 - 5) Post application of chemicals for weed control

— Bobby made motion to approve RFP -

2nd by Mitchell All-yes vote

— Mark makes motion add due date to RFP of Mar 1st 2nd Dave

- ④ — Bobby made motion to make recommendation to full board to dispose of wheat crop as surplus property
- Mark 2nd All-yes vote

⑤ RFP for bidding process of sale of wheat crop in summer '23

— Mark motion to table

— 2nd Dave All-yes vote

motion to adjourn:

mark-adjourn

2nd - Mitch

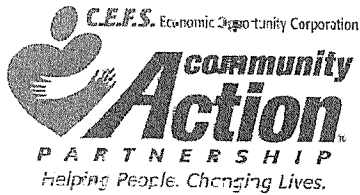
5:27 pm

All yes vote

FILED
FEB 21 2023
SHELBY COUNTY CLERK
D

C.E.F.S. Economic Opportunity Corporation

"Community Action Agency"



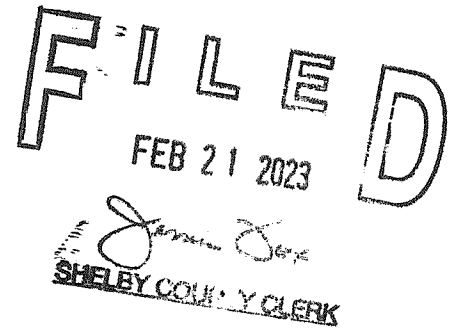
1805 S. Banker Street, P.O. Box 928
Effingham, Illinois 62401-0928
PHONE: (217) 342-2193 ~ FAX: (217) 342-4701
E-MAIL: cefs@cefseoc.org
WEBSITE: www.cefseoc.org

KEVIN BUSHUR
Chief Executive Officer


February 16, 2023

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

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



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


John Gillmore
Program Manager

Enclosures

EQUAL OPPORTUNITY EMPLOYER

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

Hours of Service for Shelby County Transportation are 6:00 A.M. to 6:00 P.M.

Monitoring Indexes	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
Number of Days of Service	21	23	22	21	20	21	21						149
Number of Trips	560	652	1,191	1,224	1,260	1,126	1,428						7,649
Number of Vehicles	10	14	10	16	15	15	14						
Revenue Vehicle Hours	582	712	722	677	637	668	763						
Revenue Vehicle Miles	6,546	8,261	7,952	8,950	9,042	8,737	10,061						
DOAP Revenues													
5311 Revenues													\$0
Contract Revenues	\$0	\$0	\$0	\$3,290	\$3,290	\$6,920	\$0						\$0
Fares	\$559	\$1,193	\$1,767	\$1,209	\$1,438	\$1,337	\$1,740						\$13,500
System Expenses	\$25,602	\$29,323	\$38,055	\$36,122	\$36,338	\$32,813	\$58,492						\$9,321
Net Revenues	-\$25,133	-\$20,130	-\$36,288	-\$31,543	-\$31,612	-\$24,556	-\$56,752	\$0	\$0	\$0	\$0	\$0	\$256,835
Ridership	58	73	77	71	74	81	91						525
Trip Denials	2	1	0	6	4	5	0						18
Trip Denied but Provided	0	0	0	0	0	0	0						0
Cost per Trip	\$45.23	\$34.42	\$31.95	\$29.51	\$28.84	\$29.14	\$40.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.58
Cost per Hour	\$44.14	\$41.18	\$52.71	\$53.36	\$57.05	\$49.12	\$76.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.95
Cost per Mile	\$3.92	\$3.55	\$4.79	\$4.04	\$4.02	\$3.76	\$5.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.31
Maintenance of Vehicles	5	3	4	4	8	1	0						25
Maintenance of Facilities	0	0	0	0	0	0	0						0
New Service Contracts	0	0	0	0	0	0	0						0
Overtime Hours	14	4	10	0	18	17	13						85
Complaints	0	0	0	0	0	0	0						0
Vehicle Accidents	0	0	0	0	0	0	0						0
Mobility Index Outcomes/Lifts	0.025	0.038	0.053	0.055	0.056	0.050	0.064	0.000	0.000	0.000	0.000	0.000	0.342
Annualized Mobility Index	0.305	0.381	0.467	0.514	0.547	0.556	0.580	0.513	0.456	0.410	0.373	0.342	
(Note - Annual Goal is .69)													
2010 Census Rural Population Shelby County	22,363												

FILED
FEB 21 2023

Diana Sox
SHELBY COUNTY CLERK

Daily Management Statistics Report

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

01/01/2023 - 01/31/2023

Shelby

Days of Service:	21
Invoice Revenue:	\$551.70
Fares Collected:	\$478.30
Total Revenue:	\$1,029.70
Service Miles:	10061
Non-Service/Admin Miles:	1,628
Service Hours:	763.34996
Non-Service Hours:	2.4
Total Billable Riders:	1,426
Average Revenue Per Ride:	\$0.72
Average Miles Per Ride:	7.1
Average Hours Per Ride:	0.5353
Average Rides Per Hour:	1.8681
Average Rides Per Day:	67.9
Average Service Miles Per Day:	479.1
Average Service Hours Per Day:	36.3
Average Revenue Per Day:	\$49.03
Total Passenger Trips:	1,428
Non-Billable No Shows:	21
Rider Cancels:	449
Subscription Rides:	1105
Demand Rides:	321
Immediate Rides:	29
In Area Rides:	1,426
Out of Area Rides:	0
In County Rides:	844
Out of County Rides:	582
Unduplicated Riders:	91
Denial Rides:	0
Ambulatory Rides:	1,323
Non Ambulatory Rides:	103
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$4,113.38
Gallons Fuel:	1,133.9
Fuel Cost Per Gallon:	\$3.63

FILED
FEB 21 2023

Jamie Fox
SHELBY COUNTY CLERK

February 28, 2023

NOTICE OF PUBLIC SAFETY COMMITTEE MEETING

There will be a meeting of the Public Safety Committee on Thursday, March 6, 2023, at 6:00 PM. This meeting will be held at the Shelby County Sheriff's office located at 151 N Morgan in Shelbyville.

AGENDA

1. Call to Order
2. Public Body Comment
3. Cody Brands - Discuss Animal Control Truck purchasing options, money available and find quickest way to receive
4. Sonny Ross - Discussion and vote on proposal to create a policy to distribute funds from the County Ambulance fund, to be presented to the full board for final approval
5. Sheriff McReynolds to discuss Axon body camera contract/issue
6. Discussion on hiring an EMA Director

February 22, 2023

NOTICE OF PUBLIC SAFETY COMMITTEE MEETING

There will be a meeting of the Public Safety Committee on Friday, February 24, 2023 at 5:00 PM. This meeting will be held at the Shelby County Sheriff's office located at 151 N Morgan in Shelbyville.

AGENDA

1. Call or Order
2. Public Body Comment
3. Listen and discuss a presentation from Matt Keys about the Courthouse windows and his recommendations about how to proceed with a window project at the Courthouse
4. Discuss the Stucco coming off the Courthouse walls, possible causes and what can be done to fix those issues

March 2, 2023

NOTICE OF FINANCE COMMITTEE MEETING

The Finance Committee will meet at 4:30 PM on Tuesday, March 7, 2023, in Courtroom B of the Shelby County Courthouse.

Agenda

1. Call to Order
2. Public Body Comment
3. Discussion and vote to approve finance committee procedures of review for claims (invoices) submitted for payment by County Departments from General Fund and Special Fund accounts not reviewed by the Road/Bridge committee.
4. Review claims (invoices) submitted for payment by County Departments from General Fund and Special Fund accounts not reviewed by the Road/Bridge committee.
5. Mytec Solutions, Inc., Review claims (invoices) submitted for payment.
 - January has an open balance of 75.47, It was either from Public Defender or Zoning - not able to determine which entity paid from the check stub.
 - February has an open balance of 188.67 from EMA. Guessing that the paperwork did not get submitted for payment.
6. Discussion and vote to make recommendation to County Board for approval to pay claims reviewed by the committee.
7. Adjournment

qMarch 7, 2023

NOTICE OF FINANCE COMMITTEE MEETING

The Finance Committee will meet at 4:30 PM on Tuesday, March 7, 2023, in Courtroom B of the Shelby County Courthouse.

Agenda

1. Call to Order – Mark Bennett called meeting to order 4:30 pm
Committee members present - Clay Hardy, Tad Mayhall, Martha Firnhaber, Don Tate, Mark Bennett
Committee members absent – Sonny Ross, Teresa Boehm
2. Public Body Comment – no public body present
3. Discussion and vote to approve finance committee procedures of review for claims (invoices) submitted for payment by County Departments from General Fund and Special Fund accounts not reviewed by the Road/Bridge committee.

This item was tabled by Mark due to the whole committee not being present. Will save for discussion at next month's meeting.

4. Review claims (invoices) submitted for payment by County Departments from General Fund and Special Fund accounts not reviewed by the Road/Bridge committee.
 - We are finding claims without invoices attached whether the expenditure is large or small. Reminder to all departments we need statements AND invoices/receipts.
 - Extensive conversation as to what fund to assign the equipment purchased for live streaming county board meetings to. Decision was made to assign to ARPA.
 - R.W. Keys – from Public Safety committee meeting – had representative, Matt Keys, address the committee to discuss the windows in court house. Discussed what work was done last summer and what issues still exist and what he believes needs to be done moving forward. Also discussed the stucco issues. R W Keys submitted bill for mileage and time. He did also provide numerous photos of the window work that was done last summer.
 - Judge Ade-Harlow and Treasurer, Erica Firnhaber, were present for a portion of the meeting and added input to help make sense of some of the bills. Their assistance was greatly appreciated.

5. Mytec Solutions, Inc., Review claims (invoices) submitted for payment.

- January has an open balance of 75.47, It was either from Public Defender or Zoning - not able to determine which entity paid from the check stub.
- February has an open balance of 188.67 from EMA. Guessing that the paperwork did not get submitted for payment.

Mytec bills for EMA/Public Defender were approved in February and just missed for payment so will be paid this month. No further action to take.

6. Discussion and vote to make recommendation to County Board for approval to pay claims reviewed by the committee.

Motion by Don Tate to approve claims to send the board for payment. Tad Mayhall second. Mark asked for discussion. None. All in favor – unanimous. No nay.

7. Adjournment Tad Mayhall motion to adjourn at 6:23 pm. Mark Bennett second. Unanimous vote.

These meeting minutes approved by: Mark Bennett, Martha Firnhaber, Clay Hardy, Tad Mayhall, Don Tate.

Minutes typed by Martha Firnhaber

**PUBLIC SAFETY COMMITTEE MEETING
FRIDAY, FEBRUARY 24, 2023**

FILED
MAR 06 2023
Jenni Cox
SHELBY COUNTY CLERK

IN ATTENDANCE: DON TATE
LORI NELSON
JULIE EDWARDS
SONNY ROSS
CODY BRANDS
SHERRIFF BRIAN MCREYNOLDS (non-committee member)

GUEST: MATT KEYS OF RW KEYS & SONS
GENERAL CONTRACTORS, DEKALB, IL

5:00PM MEETING CALLED TO ORDER BY CHAIRMAN TATE

Special meeting held to discuss with Mr. Keys the matter of the Shelby County Courthouse windows. This was initially bid in 2016 as a 4-phase process by Utz & Associates of Effingham, IL. Phase one consisted of repairing the courthouse roof. When phase one was completed the funds to finish the entire building were no longer available so the job stopped. Mr. Keys discussed options for the courthouse windows, the main priority this committee should decide is restoration vs replacement. If the committee would like to maintain the historical aspect of the building restoration would be the course of action, however the committee agrees that both options should be put to bid to compare cost and efficiency. Mr. Keys informed committee that he has been able to perform emergency repair on several windows within the courthouse, but restoration is a specific type of job. He is unsure that he could find enough laborers to complete the entire job. He has attempted to contact The Glazers Union but has gotten no response from them.

Mr. Keys discussed items that a new bid should contain:

- protection for ground floor windows (Probation and Clerk's voting storage)
- interior/exterior storm windows if restoring windows
- future maintenance of windows
- UV safety glass
- addressing the stucco not being able to "breathe" causing damage

COURSE OF ACTION: Chairman Don Tate will contact the State of Illinois for possible recommendations for an architect who specializes in historical buildings. Once an architect is obtained a bid will be developed and sent out. Project will begin when the full county board votes to approve.

MOTION TO ADJORN: 620pm made by Julie Edwards, second by Lori Nelson

Minutes approved by: Don Tate

Lori Nelson

Cody Brands

Sonny Ross

Julie Edwards

Feb 28th 2023 Budget meeting

Call to order 7:00 p

Roll call: Mark B. Tim M. Jeremy L. Dave O. Bobby O.

Absent: Hanette P.

Public Body comment: Lisa S, Liz R, Sharon B, Chris B

After discussion about the position of zoning administrator

- Matt made motion to offer a position of zoning administrator with flexibility to potentially include EPA Air Dir

Mark 2nd motion that would in turn include full time

- All yes vote by members present

Discussion of PPE project: Mark presented maps of project

: Tim asked about Right of way

: Jeremy asked about financial implications

Questions to be asked of PPE: can Rep be at meeting mar 9

: when are poles actually placed in ROW

: Request map showing existing line & new const.

Audit discussion: Highway Eng X2, Sheriff X2, Zoning, EMA, ST

questions for SA: what is scope of long term residency of public officials

: can individual audits be combined for 1 bid

: should current audits be prioritized due to lapse of 180 days

: 10% of spend should be used for full time of remaining offices

Brief discussion about the potential need to amend the SM

Budget: Bobby informed the committee vacation "cash out"

and technology that needs updated

8:40p motion to adjourn: Jeremy and by Matt All yes vote by members present

FILED

MAR 07 2023

Jerrin Cox

SHELBY COUNTY CLERK

Feb. 14, 2023
9:10 AM

NOTICE OF FARM COMMITTEE MEETING

There will be a meeting of the Farm Committee on Thursday, Feb 16, 2023 at 4:30 PM. This meeting will be held at the Zoning Office directly east of the Shelby County Courthouse.

1. Call to Order
2. Public Body Comment
3. Discussion and vote to develop RFP for inputs for currently growing wheat crop and double crop soybeans.
4. Discussion and vote on recommendation to the full board for disposal of surplus property – wheat crop.
5. Discussion and vote to develop RFP for bidding/ sale process for wheat crop in summer of 2023.
6. Adjournment

MARCH 2 2023

Farm Committee

Call to order: 7:00 pm

MEMBERS Present: MARK B. Dave O. Carol C. Bobby O

Absent: Mitchell S.

Public Body Comment: Carol rose concerns about "wash outs"
on Farm

Jeff Sliter rose concern of the PPI project

After bid opening + review of the budget

Bobby made motion: to accept bid from South Cent
FS. 2nd by Carol

Mark made motion: to amend main motion to exclude
Liquid N (28%), Warrior II in the
~~for~~ fungicide pass, Harmony pass as a
whole for 197 acres

2nd by Carol

Vote on Amendment: All yes by members present
Vote on main motion as amended: All yes by members present

Carol made motion: to recommend to full board to
allow board chairman to solicit cash bids prior
to wheat harvest with following criteria: highest
closing price on the close of previous marketing day
from TGM Shelbyville, Assumption Coop @ Westervelt
and Primient @ COWDEN

9:30 pm Carol made motion to adjourn ~~2nd~~ 2nd by Dave yes vote by
all members present

FILED
MAR 07 2023

Stella Fox

SHELBY COUNTY CLERK

February 24, 2023 @ 8:00 AM

***** AMENDED 2/24/23 @ 1:34 PM**

BUDGET COMMITTEE MEETING

(Orman, Bennett, Kessler, Martin, Morse, Ogden, Williams)

Tuesday, February 28, 2023

@7:00 P.M. IN

**EMA/Zoning office directly East of
Courthouse**

AGENDA –

1. Roll Call
2. Public Body Comment
3. Zoning Administrator resignation: Discussion and recommendation for replacement process and possible consolidation
4. Discussion about Prairie Power project
5. Audits: Discussion and recommendation for audits due to resignations
6. Discussion to recommend to full board budget amendment for State's Attorney ***
7. Adjournment

February 23, 2023
3:39 PM

NOTICE OF FARM COMMITTEE MEETING

There will be a meeting of the Farm Committee (Orman, Bennett, Cole, Ogden and Shuff) on Thursday, March 2, 2023, at 7:00 PM. This meeting will be held in Courtroom B of the Shelby County Courthouse.

1. Call to Order
2. Public Body Comment
3. Assessment of bids and recommendation for input purchase for wheat and double crop soybean crop
4. Discussion and recommendation of disposal (sale bid process) of surplus property, wheat and soybean crop – tabled from Feb. 16, 2023 farm committee meeting
5. Adjournment

NOTICE TO ACCEPT BIDS

The Shelby County Farm committee is seeking bids and recommendations for the following:

1. Urea (Dry N)
2. 32% (Liquid N)
3. Wheat Fungicide
4. Double Crop Soybean Seed (4.0 maturity, enlist genetics)
5. Post application of herbicide on soybeans

All crop protection and crop nutrition products are to be custom applied on the Shelby County Poor Farm in the crop year 2023 for wheat and soybeans.

Bids and proposals are to be submitted to the Shelby County Clerk's office at 301 E Main St. in Shelbyville by 4:00 PM on Wednesday March 1, 2023.

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION **TREASURER'S REPORT** **February 28, 2023**

Beginning Balance **Deposits**

	January 31, 2023		
Arrow Energy--Credit Card Fuel Sales		\$ 4,575.07	
Fuel Sales--Cash & Check		\$ 746.47	
Rent		\$ 1,945.00	
Susan Mendoza--IL Project #2H0-4487		\$ 21,167.72	
Bank Interest		\$ 2.03	
			\$ 28,436.29
			\$ 53,562.15

Bills Received and Paid

Shelby County Aviation--FBO February, 2023	\$ 3,500.00	
Shelby Electric Cooperative	\$ 1,134.85	
Steve Wempen--Bookkeeping February, 2023	\$ 200.00	
Illinois Department of Revenue--Sales Tax Payment	\$ 193.00	
John Deere Financial--New Tractor Payment 34 of 84	\$ 751.36	
City Area Water Sewer Department	\$ 21.30	
Consolidated Communications	\$ 310.11	
Hanson Professional Services, Inc.--IL Project #2H0-4487	\$ 21,167.72	
Hanson Professional Services, Inc.--IL Project #2H0-4838 for Work Done	\$ 13,423.75	
Ameren IP	\$ 374.48	
Sloan Implement--5 Gallon Oil	\$ 104.36	
Shelby County Aviation--Reel Craft Hardware Kit	\$ 100.21	
Bahrns Equipment Inc.--Mower Parts	\$ 473.90	
John Hall--Reimbursement for Cast Iron Rollers	\$ 62.67	
Big D's Septic Service--2023 Service Contract	\$ 255.00	
Shelby County Aviation--wiper Blades for Courtesy Van	\$ 51.94	
		\$ 42,124.65
		\$ 11,437.50

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

FILED
MAR 09 2023

Steve Wempen

SHELBY COUNTY CLERK

\$ 11,437.50	
\$ 4,845.45	
\$ 37,811.17	
\$ 1,325.30	
\$ 115.00	
\$ 175.00	
\$ 20,000.00	
\$ 75,709.42	

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

February 6, 2022

Members present at meeting:

Commissioners--Rick Brown, Paul Canaday, John Hall, Steve Wempen

County Board Members--

Airport Manager--Scott Jefson

Others Present--Jim Schwerman, Jake & Carol Cole

Commissioner Rick Brown calls the meeting to order.

Jim Schwerman is present so Rick has Jim start with his farm report. Jim has the farms year end report and starts by explaining why it showed a negative number and it was because he hadn't sold much grain by the end of the year but that we still had about \$82,000 of grain still to sell from last years crop. Plus we will also have a wheat crop this summer. Jim said the income on the airport this year is going to be good. Jim said the average price for corn that's been sold is \$6.89 and \$14.23 for soy beans that have been sold. Jim continues saying that he sold 850 bushel of beans out of our 4300 bushel a little early at \$13 and now they're at \$15. Corn hasn't moved that much. Jim explained what they were going to do with the wheat and said that we should have a good crop. Also we will have second year corn across the road and explained why. Scott asks Jim about the alfalfa crop, if we needed to redo it yet and Jim gave his thoughts on it, maybe this fall. Scott said his reason for asking was because we were advised at the TIPS meeting last year that there was a pretty good roll over of people at IDOT and that we might want to apply for a deviation of our setback and if the new people allow us that then we might be able to go back to row crops over there so if we can get by another year or so without redoing the alfalfa, we might be able to switch back by then. Jim acknowledged. Jim said he was going to see if Nutrien would hang over the ditch more than they have in the past when they come out to spray the runways so as to keep the brush from growing up so bad. Carol and Jake Cole are present and Carol asks Jim how many acres they farm here at the airport. Jim said there were 15 across the road, and 65 in the wheat over on the east side and about 55 in hay production and that the 55 used to be all in row crop and that's the acreage Scott was referring to. Jim said all the farm is custom farmed but the 55 of alfalfa is cash rented. Jim said that Nichole Kronke told him several times that this was ok to do. Steve mentioned hearing that the county had appointed a new states attorney from Woodstock Illinois but couldn't remember a name. Jim said that was about all he had and excused himself.

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

Steve mentions that he purchased a CD from Shelby County State Bank at 4% for 12 months. Steve also mentioned that he had signed his part of an amendment to the fuel tax reimbursement back in September but apparently Nichole didn't get around to signing it so he ask Walt if he would sign and he said he would so in addition to the \$19,627 we already received we will get \$33,500+ for fiscal year 2022.

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

Bills Presented

John Hall--2 Cast Iron Rollers from Tractor Supply	\$ 62.67
Sloan Implement--5 Gallon of Oil	\$ 104.36
Shelby County Aviation--Reel Craft Hardware Kit	\$ 100.21
Bahrns Equipment, Inc.--Mower Parts	\$ 473.90
Big D's Septice Service--2023 Service Contract	\$ 255.00
Shelby County Aviation--Wiper Blades for Courtesy Van	\$ 51.94
Hanson Professional Services--2 Invoices for Work done on Project #2HC-4838	\$ 13,423.75

Steve explained what the invoices were from Hansons. They were for work done on the new hangar project and because of the situation with the county not being in compliance in the GATA portal, the airport could not proceed with the project and with the high rate of inflation the contractors could/would not hold the price any longer and the project cost went from \$677,000 to \$1,200,000. With the airports portion being 10% the project was postponed indefinitely. Steve also explained that if and when the airport decides to start the hangar project again, the invoices could be

submitted for reimbursement. So eventually we will get 90% back but not for a long while.

Carol Cole asks if we thought that it should be made public and Jake Cole mentioned that the public should know what happened. Steve said it was unfortunate what happened but until the county assigns some one to be the GATA coordinator and gets things signed, it wasn't going to happen. Carol said that the treasurer has been appointed GATA coordinator and the portal person. Carol also mentioned the county receiving \$100,000 she thought from left over arbor money and that they had already received \$50,000 of it. Carol said a Bruce from Bellweather that helps the county with budget stuff said if applied for that they would help with it for \$5000. Some discussion on the issue ensued and now that the treasurer has been appointed GATA coordinator she should be able to sign things.

Steve said even if the treasurer has been appointed the GATA person, that he didn't think she would sign it because the county couldn't back up what she would be signing. More discussion followed on the matter and Steve said again that until the county was in compliance that he didn't think anything would be getting signed. Steve explained that we get \$150,000 entitlement each year for our airport improvements, but we don't get the money until we've spent it and submit invoices for reimbursement. Rick said before it was so much money, now the price has gone up so much we can't afford it. More discussion ensues on the matter. Carol offered to help get the information to the public.

Why there's no new hangars, why people like keeping their airplanes here, and that we're selling so much fuel. Carol mentioned hearing that we sell another fuel for helicopters. Scott said that we sell a high octane avgas and Jet A and explained the different types of jet fuel. Scott mentions three Canadian Chinooks stopping on their way to California and needed jet fuel and a army helicopter stopped for jet fuel on its way from Ft Carson Colorado to New York.

Carol said those are good stories and people should hear about them. More discussion ensued on the many things that go on here at the airport and the people and the different planes that stop here.

Carol mentions someone coming out like once a month and getting different stories of things that go on. Rick also mentioned someone coming out and putting something out on social media. Paul mentions Scott having an idea about getting a restaurant out here at the airport. A short discussion on that idea ensued.

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

Managers Report

Scott mentions the army helicopter stopping here was part of his report. Also we haven't had any frozen pipes yet this year in the office or over in the hangar, but needed to know what we can do for hangar projects this year. Such as new windows in the office area in the old t-hangars. Some discussion ensued on the windows and the heat lost.

The flying club now has two airplanes, Keith Harshman has said he was going to sell his plane because of health reasons and Al Gernold is going to sell his plane so that will open up a couple hangars and with moving a couple planes around he could get both club planes in the big open space and let the club use the corner office area for their meeting place. Also maybe get some of the club members to help with the remodel of the corner area. Also with that area cleaned up he could send corporate people over there so they could work or take naps and not be bothered. Scott also mentions what we're allowed to do with some of the BIL money and another grant as far as repair to the existing hangars. We need new doors on some of them. We have the door on John Livesay hangar that is rotted under the skin and the bottom hinge of three is hanging free. Some discussion ensued on the repair the existing doors and also replacing the windows in the corner office room.

Scott also mentions talking to Matt Figgins about fixing our PAPI lights. They come on and go out after about 24 seconds and then you have to flip a breaker. Matt thinks he knows what the problem is and is planning on checking it out. Scott said he didn't use the snow plow on the last snow because it is hard on the new sealant and the snow wasn't that bad. Scott mentions not hearing from Illinois Oil Marketing on a quote for a new fuel tank. Also Scott said he wanted to talk to them about fixing the jet fuel pump. Some discussion ensued on the matter. Scott said he was going to borrow a harrow from a farmer he once worked for and use it on the runways and he also needed to deal with a few moles too.

End of Managers Report

Old Business

New Business

Paul said the Flying Club would like the commissions permission to hang a banner out front by our sign. Some discussion ensued.

Rick makes a motion to adjourn and Paul second it.

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NO.	DEBITS	CREDITS	BALANCE
	31 Jan 23	Balance Shelby County State Bank				\$ 25,125.86
6213	2-Feb-23	Shelby County Aviation--FBO February, 2023	022-6210-12-023	\$ 3,500.00		\$ 21,625.86
6214	2-Feb-23	John Deere Financial--Payment # 34 of 84	022-5455-12-023	\$ 751.36		\$ 20,874.50
6215	2-Feb-23	City Area Water-Sewer Department	022 7800 12 023	\$ 21.30		\$ 20,853.20
6216	2-Feb-23	Shelby Electric Cooperative	022-7800--12-023	\$ 1,134.85		\$ 19,718.35
	6-Feb-23	Illinois Department of Revenue--Sales Tax Payment		\$ 193.00		\$ 19,525.35
	9-Feb-23	Susan Mendoza--IL Project #2H0-4487				
6217	9-Feb-23	Hanson Professional Services, Inc.--IL Project #2H0-4487	022 5455-12-023	\$ 21,167.72		\$ 40,693.07
	9-Feb-23	Rein--L's Flying Club \$115, J Green \$115, K Entprs. \$115				\$ 19,525.35
		B Brunken \$115, M Figlins \$125, J Livesay \$125				
		R Heimberger \$65				
		Fuel \$259.12				
6218	9-Feb-23	John Hall--Reimbursement for Cast Iron Rollers	022-7441-12-023	\$ 62.67	\$ 1,034.12	\$ 20,559.47
6219	9-Feb-23	Hanson's --Work done on Hangar Project 2H0-4838	022-5455-12-023	\$ 13,423.75		\$ 20,496.80
6220	9-Feb-23	Sloan Implement--5 Gallon of Oil	022-7441-12-023	\$ 104.36		\$ 7,073.05
6221	9-Feb-23	Shelby County Aviation--Reel Craft Hardware Kit	022-7441-12-023	\$ 100.21		\$ 6,968.69
6222	9-Feb-23	Bahrns Equipment Inc.--Mower Parts	022-7441-12-023	\$ 473.90		\$ 6,868.48
6223	9-Feb-23	Big D's Septic Service--2023 Service Contract	022-7444-12-023	\$ 255.00		\$ 6,394.58
6224	9-Feb-23	Shelby County Aviation--Wiper Blades for Courtesy Van	022-7441-12-023	\$ 51.94		\$ 6,139.58
6225	9-Feb-23	Ameren IP--SCA 37528 \$231.70, Airport 06211 \$142.78	022-7800-12-023	\$ 374.48		\$ 6,087.64
	10-Feb-23	Arrow Energy--Deposit			\$ 1,808.54	\$ 5,713.16
	17-Feb-23	Arrow Energy--Deposit			\$ 1,154.28	\$ 7,521.70
6226	18-Feb-23	Steve Wempen--Bookkeeping February, 2023	022-5220-12-023	\$ 200.00		\$ 8,675.98
6227	21-Feb-23	Consolidated Communications	022-7800-12-023	\$ 310.11		\$ 8,475.98
	24-Feb-23	Arrow Energy--Deposit			\$ 1,612.25	\$ 8,165.87
	28-Feb-23	Rent--K Best \$125, J Crane \$115, K Harshman \$115				\$ 9,778.12
		R Spain \$230, W Jesse \$115, M Figlins \$125				
		G Wasson \$230, S Bechtol \$115				
		Fuel \$487.35			\$ 1,657.35	\$ 11,435.47
		Bank Interest			\$ 2.03	\$ 11,437.50
		Board Meeting March 6, 2023				

CHECK NO.



February 28, 2023

\$ 42,124.65

Shelby County Airport and Landing Field Commission
Jet Fuel Sales February, 2023

[illegible]

February, 2023

381

SHELBY COUNTY AIRPORT

100LL COST OF SALES REPORT 2022-2023

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	PROFIT OR LOSS	
September	1806.49	\$ 6.12	\$ 9,591.42	\$ 1,382.57	\$ 85.92	\$ 11,059.91	\$ 4.88	\$ 5.19	\$ 264.03	\$ 9,638.55	\$ 1,421.36	
October	1720.50	\$ 5.69	\$ 8,611.11	\$ 1,168.21	-	\$ 9,779.32	\$ 4.67	\$ 4.96	\$ 236.67	\$ 8,769.73	\$ 1,009.59	
November	1927.16	\$ 5.69	\$ 8,432.85	\$ 1,703.72	\$ 813.90	\$ 10,950.47	\$ 4.69	\$ 4.99	\$ 236.60	\$ 9,849.51	\$ 1,100.96	
December	910.06	\$ 5.69	\$ 4,404.68	\$ 766.76	-	\$ 5,171.44	\$ 4.74	\$ 5.04	\$ 133.95	\$ 4,719.08	\$ 452.36	
January	426.83	\$ 5.69	\$ 2,037.94	\$ 387.30	-	\$ 2,425.24	\$ 4.68	\$ 4.98	\$ 78.91	\$ 2,202.68	\$ 222.56	
February	1347.68	\$ 5.69	\$ 7,009.64	\$ 652.89	-	\$ 7,662.53	\$ 4.50	\$ 4.78	\$ 196.83	\$ 6,640.42	\$ 1,022.11	
March						-						
April						-						
May						-						
June						-						
July						-						
August						-						
TOTAL	8138.72	\$ 5.69	\$ 40,087.64	\$ 6,061.45	\$ 899.82	\$ 47,048.91			\$ 1,146.99	\$ 41,819.98	\$ 5,228.93	

\$30 Monthly Fee Included in Arrow Fee Above

JET A COST OF SALES REPORT 2022-2023

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	PROFIT OR LOSS	
September	0.00	\$	\$	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
October	210.00	\$ 5.99	\$ -	\$ 1,257.90	-	\$ 1,257.90	\$ 4.39	\$ 4.66	\$ -	\$ 978.99	\$ 278.91	
November	2.50	\$ 5.94	\$ -	\$ 14.85	-	\$ 14.85	\$ 4.39	\$ 4.66	\$ -	\$ 11.66	\$ 3.19	
December	155.00	\$ 5.99	\$ 101.12	\$ 827.34	-	\$ 928.46	\$ 4.39	\$ 4.66	\$ 2.39	\$ 725.36	\$ 203.10	
January	150.87	\$ 5.99	\$ 102.92	\$ 800.55	-	\$ 903.47	\$ 4.39	\$ 4.66	\$ 2.06	\$ 705.77	\$ 197.70	
February	4.95	\$ 5.99	\$ 29.65	\$ -	-	\$ 29.65	\$ 4.39	\$ 4.66	\$ 0.71	\$ 23.79	\$ 5.86	
March						-						
April						-						
May						-						
June						-						
July						-						
August						-						
TOTAL	523.32	\$	\$ 233.69	\$ 2,900.64	\$ -	\$ 3,134.33			\$ 5.15	\$ 2,445.58	\$ 688.75	

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
SHELBYVILLE, IL.

BOARD MEETING AGENDA

March 6, 2023
7:00 PM


- I. Call Meeting to Order**
- II. Guest Speaker (If Scheduled)**
- III. Approval of Minutes**
- IV. Approval of Treasurer's Report**
- V. Approval of Bills Presented**
- VI. Airport Manager's Report**
- VII. Unfinished Business**
- VIII. New Business**
- IX. Adjournment**

To: Robert Orman/Shelby County Board Chairman

From: William Schmitz/ Zoning Administrator

I am resigning my position as Zoning Administrator of Shelby County. My last day will be February 28, 2023.

I would like to thank everyone who supported me during my time as Zoning Administrator.

 2/14/2023
William Schmitz

FILED
FEB 14 2023


SHELBY COUNTY CLERK

AP Paid Invoices Summary (APLT50s)

Shelby County

Beginning Date:

3/9/2023

Ending Date:

3/13/2023

Vendor ID	Vendor Name	Paid Date	Check No	Wire	Invoice Amt
5	ACE HARDWARE	3/9/2023	79962	No	\$58.94
5	ACE HARDWARE	3/9/2023	79889	No	\$25.56
1367	ADVANCED CORRECTIONAL HEA	3/9/2023	79890	No	\$4,056.64
1038	ADVANCED DIGITAL SOLUTIONS	3/9/2023	79891	No	\$158.46
1661	ADVENT FINANCIAL SYSTEMS LL	3/9/2023	79925	No	\$/5.00
1160	AFFORDABLE SHRED	3/9/2023	79952	No	\$32.00
ACT LLC	ALLIED CAPITAL TITLE LLC	3/9/2023	79978	No	\$575.00
21	ALTORFER INC	3/9/2023	79963	No	\$279.10
23	AMEREN ILLINOIS	3/9/2023	79964	No	\$62,942.87
23	AMEREN ILLINOIS	3/9/2023	80019	No	\$8,459.79
27	AMERICAN MESSAGING	3/9/2023	79892	No	\$42.05
ANNA BRIGHT	ANNA BRIGHT	3/9/2023	79926	No	\$100.00
1429	ANNIE REID	3/9/2023	79927	No	\$12.00
1281	ARLENE OHL	3/9/2023	79893	No	\$83.51
35	AT&T MOBILITY	3/9/2023	79928	No	\$878.00
730	AXON ENTERPRISE INC	3/9/2023	79894	No	\$5,379.92
1544	BARKER EQUIPMENT REPAIR	3/9/2023	79965	No	\$336.00
43	BARLOW LOCK & SECURITY, INC	3/9/2023	79895	No	\$15,000.00
BENFORD	BENFORD BROWN & ASSOCIATE	3/9/2023	80023	No	\$654.34
60	BOB RIDINGS	3/9/2023	79966	No	\$657.81
1172	BRAD PHEGLEY	3/9/2023	79929	No	\$70.00
82	BRIAN MCREYNOLDS SHERIFF	3/9/2023	79896	No	\$650.00
86	BRUCE HARRIS & ASSOCIATES I	3/9/2023	79930	No	\$1,560.24
86	BYERS PRINTING PAYMENT CEN	3/9/2023	79931	No	\$484.51
86	C&I GRAVEL COMPANY	3/9/2023	79897	No	\$2,013.00
112	CARDMEMBER SERVICE	3/9/2023	79999	No	\$499.29
119	CHRISTINA HEWING	3/9/2023	79932	No	\$42.02
1331	CITY OF SHELBYVILLE	3/9/2023	79953	No	\$350.61
1331	COAST TO COAST COMPUTER P	3/9/2023		No	

Operator: Jessica

3/13/2023 1:58:49 PM

Report ID: (APLT50s)

AP Paid Invoices Summary (APLT50s)

Shelby County

Beginning Date:

3/9/2023

Ending Date:

3/13/2023

Vendor ID	Vendor Name	Paid Date	Check No	Wire	Invoice Amt
139	COMPUTER TECHNIQUES INC	3/9/2023	79968	No	\$161.50
139	CONSOLIDATED COMMUNICATIO	3/9/2023	80020	No	\$3,185.14
139	CONSOLIDATED COMMUNICATIO	3/9/2023	80021	No	\$1,898.33
CONSCORFO	CONSOLIDATED CORRECTIONAL	3/9/2023	79898	No	\$10,671.25
817	CONTECH ENGINEERED SOLUTI	3/9/2023	79869	No	\$50,142.20
142	CORNER COPY	3/9/2023	79933	No	\$175.50
152	COUNTY HIGHWAY FUND	3/9/2023	79979	No	\$100,000.00
179	DEBBIE DUNAWAY	3/9/2023	79934	No	\$99.56
201	DOTY SANITATION	3/9/2023	79899	No	\$520.00
209	E.D.C.OF SHELBY COUNTY	3/9/2023	79935	No	\$2,980.53
217	EFFINGHAM EQUITY	3/9/2023	79900	No	\$4,223.29
217	EFFINGHAM EQUITY	3/9/2023	79970	No	\$4,848.66
1430	ERICA FIRNHABER	3/9/2023	79954	No	\$87.91
224	ESRI INC	3/9/2023	79936	No	\$4,100.00
256	GALLS	3/9/2023	79901	No	\$242.59
257	GAMEDAY SCREENPRINTING	3/9/2023	79902	No	\$180.00
260	GENERAL FUND	3/9/2023	79971	No	\$5,596.00
266	GLAXOSMITHKLINE PHARMACEU	3/9/2023	80000	No	\$932.34
268	GLOBAL TECHNICAL SYSTEMS	3/9/2023	79903	No	\$1,190.68
1665	GONZALEZ COMPANIES, LLC AT	3/9/2023	79972	No	\$450.00
273	GRABB MOTORS	3/9/2023	79904	No	\$180.21
1830	GREAT AMERICA FINANCIAL SVC	3/9/2023	79973	No	\$117.70
281	HAMPTON, LENZINI & RENWICK I	3/9/2023	79974	No	\$10,832.50
292	HEALTHLINK, INC.	3/9/2023	80001	No	\$4.69
1710	HUI CHISON ENGINEERING INC	3/9/2023	79980	No	\$7,834.63
IMPERIALDAD	ICS JAIL SUPPLIES INC	3/9/2023	79905	No	\$85.20
1710	IL DEPT OF REVENUE - WITHHOL	3/13/2023	WIRE	Yes	\$68.67
IMPERIALDAD	IMPERIALDADE	3/9/2023	79906	No	\$1,203.85
1873	INDIANA MEDIA GROUP	3/9/2023	79975	No	\$547.60

Operator: jessica

3/13/2023 1:58:49 PM

Report ID: (APLT50s)

AP Paid Invoices Summary (APL T50s)

Shelby County

Beginning Date:

3/9/2023

Ending Date:

3/13/2023

Vendor ID	Vendor Name	Paid Date	Check No	Wire	Invoice Amt
365	INTERSTATE BILLING SERVICE IPCSA	3/9/2023	79976	No	\$2,832.75
377	JEFFREY HOUSKA	3/9/2023	79937	No	\$200.00
384	JESSICA FOX	3/9/2023	80002	No	\$389.53
JESSICA STIG	JESSICA STIGERS	3/9/2023	79955	No	\$85.15
1362	KELSEY RANDOLPH	3/9/2023	79977	No	\$47.46
411	KING-LAR COMPANY	3/9/2023	80003	No	\$158.95
415	KONE CHICAGO	3/9/2023	79907	No	\$2,563.70
441	LIBERTY SYSTEMS	3/9/2023	79908	No	\$588.22
453	LOUIS MARSCH INC	3/9/2023	79956	No	\$35,477.25
458	MACARIS SERVICE CENTER INC	3/9/2023	79981	No	\$4,533.78
458	MACARIS SERVICE CENTER INC	3/9/2023	79909	No	\$308.00
464	MARK DUCKETT	3/9/2023	79982	No	\$454.96
464	MARK DUCKETT	3/9/2023	79983	No	\$100.00
825	MCKESSON MEDICAL-SURGICAL	3/9/2023	80004	No	\$550.00
1327	MICHAEL R FRAZIER	3/9/2023	80005	No	\$216.66
1216	MIKE SCHWENKE	3/9/2023	79938	No	\$2,500.00
510	MWAARST	3/9/2023	79910	No	\$300.00
513	MYTEC SOLUTIONS INC	3/9/2023	80006	No	\$95.00
513	MYTEC SOLUTIONS INC	3/9/2023	79939	No	\$4,431.65
527	NEAL TIRE SHELBYVILLE	3/9/2023	79957	No	\$4,122.99
527	NEAL TIRE SHELBYVILLE	3/9/2023	79911	No	\$39.72
532	NEWMAN TRAFFIC SIGNS	3/9/2023	79984	No	\$1,838.90
538	NOKOMIS QUARRY	3/9/2023	79985	No	\$476.77
561	OFFICE ESSENTIALS	3/9/2023	79986	No	\$56,262.96
561	O'REILLY AUTO PARTS	3/9/2023	79958	No	\$319.61
561	PANA NEWS GROUP	3/9/2023	79912	No	\$39.97
561	PANA NEWS GROUP	3/9/2023	79913	No	\$25.00
566	PENNY STANDERFER	3/9/2023	79987	No	\$887.00
566	PENNY STANDERFER	3/9/2023	79940	No	\$2.50

Operator: jessica

3/13/2023 1:58:49 PM

Report ID: (APL T50s)

387

AP Paid Invoices Summary (APL505s)

Shelby County

Beginning Date:

3/9/2023

Ending Date:

3/13/2023

Vendor ID	Vendor Name	Paid Date	Check No	Wire	Invoice Amt
574	PFIZER, INC.	3/9/2023	80007	No	\$2,197.06
810	PITNEY BOWES GLOBAL FINANCIAL	3/9/2023	79959	No	\$191.43
590	PRO LUBE OF SHELBYVILLE	3/9/2023	79914	No	\$86.90
1473	PURCHASE POWER	3/9/2023	79960	No	\$500.00
591	QUADIENT FINANCE USA, INC.	3/9/2023	79961	No	\$2,000.00
601	QUILL CORPORATION	3/9/2023	79915	No	\$810.59
1012	QUILL CORPORATION	3/9/2023	80008	No	\$27.46
1681	RAYNOR DOORS & MORE INC	3/9/2023	/9916	No	\$110.00
1880	RD MCMLLEN ENTERPRISES INC	3/9/2023	79917	No	\$875.30
1824	RICHARD LAR	3/9/2023	79941	No	\$11.46
1880	ROBI FLESHNER	3/9/2023	80009	No	\$37.34
1824	ROBERT HANLON	3/9/2023	79942	No	\$5,506.46
1824	RPM TRUCK REPAIR	3/9/2023	79988	No	\$11,860.68
1824	RYANN AMBROSE	3/9/2023	79943	No	\$38.00
1824	SADIE KISTLER	3/9/2023	80010	No	\$250.00
649	SHELBY CO SHERIFF'S OFFICE	3/9/2023	79989	No	\$665.09
649	SHELBY CO SHERIFF'S OFFICE	3/9/2023	79944	No	\$127.05
653	SHELBY COUNTY CLERK & RECO	3/9/2023	/9945	No	\$10.68
662	SHELBY COUNTY TREASURER	3/9/2023	80011	No	\$7,997.00
664	SHELBY ELECTRIC COOP	3/9/2023	79918	No	\$102.76
664	SHELBY ELECTRIC COOP	3/9/2023	79990	No	\$746.75
676	SHELBYVILLE WATER DEPARTM	3/9/2023	80022	No	\$746.39
683	SLOAN IMPLEMENT COMPANY	3/9/2023	79991	No	\$20.22
694	SOUTHWESTERN ILLINOIS COLL	3/9/2023	79919	No	\$6,696.00
700	STATEWIDE PUBLISHING LLC	3/9/2023	79946	No	\$7,000.00
711	STATEWIDE PUBLISHING LLC	3/9/2023	70047	No	\$106.40
1333	STROILL FARMS	3/9/2023	80012	No	\$115.63
1333	STROILL FARMS	3/9/2023	79992	No	\$13,296.12
1333	STROILL FARMS	3/9/2023	79993	No	\$197.68

Operator: jessica

3/13/2023 1:58:49 PM

Report ID: (APL505s)

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AP Paid Invoices Summary (APL T50s)

Shelby County

Beginning Date:

3/9/2023

Ending Date:

3/13/2023

Vendor ID	Vendor Name	Paid Date	Check No	Wire	Invoice Amt
731	TECHNOLOGY MANAGEMENT RE	3/9/2023	79920	No	\$108.00
731	TERMINIX PROCESSING CENTER	3/9/2023	80013	No	\$45.00
731	TERMINIX PROCESSING CENTER	3/9/2023	79921	No	\$1,474.20
739	THOMSON REUTERS-WEST	3/9/2023	79948	No	\$770.61
TOM DAY	TOM DAY BUSINESS MACHINES	3/9/2023	79949	No	\$/0.85
1337	TOTAL COURT SERVICES	3/9/2023	79950	No	\$680.00
329	TREASURER, STATE OF ILLINOIS	3/9/2023	79994	No	\$9,906.96
754	TRIANGLE MEDICAL SOLUTIONS,	3/9/2023	80014	No	\$709.50
759	TWP CONSTRUCTION	3/9/2023	79995	No	\$9,906.96
1466	UNITED STATES TREASURY	3/13/2023	WIRE	Yes	\$277.74
772	US POSTAL SERVICE HASLER	3/9/2023	80015	No	\$2,000.00
775	VERIZON WIRELESS	3/9/2023	79922	No	\$1,324.72
775	VERIZON WIRELESS	3/9/2023	80016	No	\$127.76
775	VERIZON WIRELESS	3/9/2023	79951	No	\$61.17
775	VERIZON WIRELESS	3/9/2023	79996	No	\$118.31
1753	W.B. MASON CO	3/9/2023	80017	No	\$31.29
526	WAYSTAR	3/9/2023	80018	No	\$85.39
1275	WEX BANK	3/9/2023	79923	No	\$871.47
1255	WM CORPORATE SERVICES INC	3/9/2023	79997	No	\$93.74
798	WOODYS MUNICIPAL SUPPLY CO	3/9/2023	79998	No	\$2,536.82
803	XEROX CORPORATION	3/9/2023	79924	No	\$17.80

Grand Total :

\$531,435.31

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COUNTY CLERK RECORDER REPORT
FOR PERIOD OF
JANUARY 2023

COUNTY FUNDS

RECORDING BALANCE from last month	\$60,123.59
DELAYED DEC TRANSFER TAX EFILE DOC 2022R03172	\$187.50
RECORDING	\$16,897.00
IL REAL ESTATE TRANSFER TAX	\$9,333.50
COUNTY REAL ESTATE TRANSFER TAX	\$4,666.75
CERTIFIED VITAL COPIES	\$1,733.50
XEROX	\$332.00
MARRIAGE LICENSE	\$210.00
DOMESTIC VIOLENCE FUND 3 JAN marriage licenses @ \$5.00 EA	\$15.00
TAX REDEMPTION	\$4,132.70
MISCELLANEOUS	\$40.00
CHARGE PAYMENTS	\$564.00
IL TAX STAMP RECONCILIATION FOR FISCAL YEAR TO DATE	\$54,556.00
TOTAL RECIEPTS	\$52,667.95

RECEIPTS PLUS BEGINNING BALANCE \$52,791.54

TRANSFERRED TO COUNTY TREASURER	\$57,615.59
RHSP TO STATE	\$2,375.00
IL TRANSFER TAX PAYMENT for previous month	\$27,689.50
DEATHS NOV (13) = DEC (21) @ \$4 EA	\$136.00
DEC DOMESTIC VIOLENCE FUND 10 @ \$5 EA	\$50.00
TOTAL PAYMENTS	\$87,867.09

ENDING BALANCE \$64,924.45
TOTAL \$152,791.54

FUNDS ON HAND

BANK CHECKING ACCOUNT JANUARY 31, 2023	\$64,939.35
CASH ON HAND	\$2,985.10
TOTAL ending balance	\$64,924.45

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 JANUARY 2023.

DATED: FEBRUARY 10, 2023

COUNTY CLERK & RECORDER
JESSICA FOX

GIS

252	doc @	\$1.00	\$252.00	Treasurer ck #3486
252	doc @	\$17.00	\$4,284.00	Treasurer ck #3487

EARNINGS

252	doc @	\$18.00	\$4,536.00	Treasurer ck #3488
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FEES

BALANCE OF FEES	\$39,732.20	Treasurer ck #3489
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IL TRANSFER TAX	\$9,333.50	ACH pmt 2/9/2023
CO TRANSFER TAX	\$4,666.75	Treasurer ck #3490

212	doc @	\$9.00	\$1,908.00	RHSP ACH pmt 2/22/2023
212	doc @	\$0.50	\$106.00	Treasurer ck #3491
212	doc @	\$0.50	\$106.00	County Clerk

TOTAL \$64,924.45

JAN DEATH CERTS 43 @ \$4 = \$172.00

Prepared by [REDACTED] Date 2-10-2023

FILED
FEB 10 2023

Jessica Fox
SHELBY COUNTY CLERK

**COUNTY CLERK RECORDER REPORT
FOR PERIOD OF
FEBRUARY 2023**

COUNTY FUNDS

RECORDING BALANCE from last month	\$64,924.45
RECORDING	\$14,331.00
IL REAL ESTATE TRANSFER TAX	\$6,305.50
COUNTY REAL ESTATE TRANSFER TAX	\$3,152.75
CERTIFIED VITAL COPIES	\$1,429.00
XEROX	\$242.00
MARRIAGE LICENSE	\$420.00
DOMESTIC VIOLENCE FUND 5 FEB marriage licenses @ \$5.00 EA	\$30.00
TAX REDEMPTION	\$3,351.60
MISCELLANEOUS	\$140.00
CHARGE PAYMENTS	\$755.00
TOTAL RECEIPTS	\$30,156.85
RECEIPTS PLUS BEGINNING BALANCE	\$95,081.30
TRANSFERRED TO COUNTY TREASURER	\$53,576.95
RHSP TO STATE	\$1,908.00
IL TRANSFER TAX PAYMENT for previous month	\$9,333.50
DEATHS JAN 43 @ \$4 EA	\$172.00
JAN DOMESTIC VIOLENCE FUND 3 @ \$5 EA	\$15.00
TOTAL PAYMENTS	\$65,005.45
ENDING BALANCE	\$30,075.85
TOTAL	\$95,081.30
FUNDS ON HAND	
BANK CHECKING ACCT FEBRUARY 28, 2023	\$27,440.50
CASH ON HAND	\$2,635.35
TOTAL ending balance	\$30,075.85

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 FEBRUARY 2023.

DATED: MARCH 8, 2023

COUNTY CLERK & RECORDER
JESSICA FOX

GIS

222	doc @	\$1.00	\$222.00	Treasurer ck #3494
222	doc @	\$17.00	\$3,774.00	Treasurer ck #3495

EARNINGS

222	doc @	\$18.00	\$3,996.00	Treasurer ck #3496
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FEES

BALANCE OF FEES	\$10,695.60	Treasurer ck #3497
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IL TRANSFER TAX	\$6,305.50	ACH pmt 3/8/2023
CO TRANSFER TAX	\$3,152.75	Treasurer ck #3498

193	doc @	\$9.00	\$1,737.00	RHSP ACH pmt 3/8/2023
193	doc @	\$0.50	\$96.50	Treasurer ck #3499
193	doc @	\$0.50	\$96.50	County Clerk

TOTAL **\$30,075.85**

FEE DEATH CERTS 33 @ \$4 = \$132.00

Prepared by _____ Date 3-8-2023

FILED
MAR 08 2023

Jessica Fox
SHELBY COUNTY CLERK

ANNUAL REPORT OF RECEIPTS AND DISBURSEMENTS
OF ERICA E FIRNHABER, COUNTY TREASURER AND COLLECTOR
OF SHELBY COUNTY ILLINOIS
SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022

FILED
FEB 23 2023
Jenni Cox
SHELBY COUNTY CLERK

COLLECTORS ACCOUNTS
SEPTEMBER 1, 2021 THRU AUGUST 31, 2022

Balance on Hand September 1, 2021	2,661,776.39
Real Estate Taxes Collected	36,263,150.79
Tax Sale Collected	185,241.87
Sub Tax Collected	144,675.57
Real Estate Redemption	15,652.90
Mobile Home Taxes Collected	52,595.81
Forfeited Real Estate Taxes Collected	3,129.76
Forfeited Mobile Home Taxes Collected	5,293.24
In Lieu of Housing Collected	39,694.42
In Lieu of Lake Surface Collected	49,818.00
In Lieu of U of I Collected	3,005.96
Real Estate Auctions	8,383.52
Interest Collected	67,157.65
Indemnity Collected	5,840.00
Clerk Cost Collected	569.00
Publication Cost Collected	6,310.00
Tax Sale Automation Collected	1,898.35
Take Notice Postage	113.03
Sheriff Fee	89.95
Circuit Clerk Fee	135.85
Buyer Publication Fee	235.75
Sale In Error Fee	10,630.00
State of Illinois - Replacement Tax	447,141.56
Public Auction Sales	15,534.99
Forfeited Recovery fee	105.00
Pre-Payments	(3,192.94)
Interest Earned	8,476.86
Replacement Tax Distribution	(447,141.56)
Real Estate Tax Distribution	(34,944,233.72)
Drainage Distribution	(80,204.51)
Public Auction Distribution	(818.00)
In Lieu of Lake Surface Distribution	-
Refunds - Certificate of Errors, PTAB	(10,485.59)
Refunds - Sale In Error	(7,944.23)
Refunds - Mobile Home	-
Refunds - Overpayments	3,374.90
Refunds - Overpayments Under \$5	8.42
Interest to General Fund	(47,272.69)
Publication to General Fund	(6,100.00)
To Indemnity	(4,720.00)
To County Clerk	(512.00)
To Sale In Error	(9,540.00)
To Tax Sale Automation	(1,548.35)
Take Notice Postage	(383.76)
Take Notice Publication	(364.65)
Service Charges	15.45
MH-Overpayments	-
MH-Overpayments under \$5	0.20
County Trustee	44,274.98
Due from General Fund	(49,818.00)
In Lieu of Lake Surface Collected	(49,818.00)
Suspense	0.30
Balance on Hand August 31, 2022	<u>4,438,150.47</u>

TAXES DISTRIBUTED
SEPTEMBER 1, 2021 TO AUGUST 31, 2022

CCUNTY

Shelby County Treasurer	General Fund	1,970,448.92
Shelby County Treasurer	IMRF	928,343.21
Shelby County Treasurer	County Highway	327,403.50
Shelby County Treasurer	County Bridge	158,806.84
Shelby County Treasurer	Mental Health	618,901.14
Shelby County Treasurer	Federal Aid Matching	205,322.71
Shelby County Treasurer	County Health	314,452.29
Shelby County Treasurer	Liability Insurance	30,347.99
Shelby County Treasurer	Social Security	328,313.87
Shelby County Cooperative Ext	Extension Education	75,652.90
Shelby County Treasurer	Unemployment Ins.	3,476.88
Shelby County Treasurer	Workmen Comp.	3,218.95
Shelby County Treasurer	Airport	53,827.19
		<hr/> 5,013,526.39

FIRE & AMBULANCE DISTRICTS

Treasurer, Assumption Fire District	43,371.32
Treasurer, Bethany Fire District	30,248.75
Treasurer, Cowden Fire District	28,888.50
Treasurer, Findlay Fire District	62,829.94
Treasurer, Herrick Fire District	15,010.39
Treasurer, Moweaqua Fire District	73,926.93
Treasurer, Neoga Fire District	60,258.95
Treasurer, Shelbyville Fire District	495,724.95
Treasurer, Sigel Fire District	30,039.68
Treasurer, Stewardson Fire District	107,995.81
Treasurer, Strasburg Fire District	32,256.31
Treasurer, Sullivan Fire District	3,963.96
Treasurer, Tower Hill Fire District	55,731.49
Treasurer, Tri County Fire District	46,357.95
Treasurer, Windsor Fire District	57,861.08
	<hr/> 1,267,466.01

SHELBY CCUNTY AMBULANCE

37,388.65

PARK

Treasurer, Moweaqua Park District	35,217.47
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LIBRARIES

Treasurer, Assumption Library	28,100.03
Treasurer, Dry Point Library	12,924.00
Treasurer, Marrowbone Library	20,916.90
Treasurer, Moweaqua Library	75,142.00
Treasurer, Neoga Library	6,184.61
Treasurer, St Elmo Library	22,131.76
Treasurer, Windsor Library	91,606.33
	<hr/> 257,005.63

CEMETERY

Treasurer, Okaw/Todds Point Cemetery	27,816.51
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MULTI-TOWNSHIP ASSESSING DISTRICTS

BIG SPRING/SIGEL	885.34
CLBURG/HLAND/LWOOD	4,999.98
ASH GROVE/RICHLAND	5,319.56
COLD SPRING/OCONEE	4,712.59
DRY POINT/HERRICK	5,946.29
RURAL/RIDGE/PWAY/FLAT BR/PENN	6,575.05
OKAW/TODDS POINT	5,445.02
	<hr/>
	33,383.83

TOWNSHIPS

Ash Grove	54,352.87
Ash Grove Road	97,334.52
Big Spring	85,175.31
Big Spring Road	68,759.87
Clerksburg	43,529.05
Clerksburg Road	57,748.18
Cold Spring	42,873.39
Cold Spring Road	44,207.62
Dry Point	37,259.42
Dry Point Road	57,530.21
Flat Branch	55,184.13
Flat Branch Road	73,853.08
Herrick	35,707.88
Herrick Road	44,967.28
Holland	82,464.89
Holland Road	64,984.54
Lakewood	35,870.41
Lakewood Road	37,249.27
Moweaqua	57,374.89
Moweaqua Road	67,510.56
Oconee	67,870.96
Oconee Road	193,474.79
Okaw	43,898.85
Okaw Road	45,365.52
Penn	40,809.41
Penn Road	53,569.48
Pickaway	37,621.36
Pickaway Road	51,047.24
Prairie	72,785.05
Prairie Road	105,081.34
Richland	57,558.35
Richland Road	106,189.21
Ridge	54,281.68
Ridge Road	61,521.40
Rose	104,251.64
Rose Road	137,716.42
Rural	56,751.20
Rural Road	61,584.43
Shelbyville	170,095.01
Shelbyville Road	207,524.54
Sigel	24,339.03
Sigel Road	68,574.74
Todds Point	33,553.05
Todds Point Road	45,253.34
Tower Hill	54,599.82
Tower Hill Road	83,457.71
Wincsor	60,771.37
Wincsor Road	146,413.86
	<hr/>
	3,414,239.37

SCHOOL DISTRICTS

Treasurer, School Unit #1	Windsor	1,440,026.88
Treasurer, School Unit #20	Beecher City	515,710.81
Treasurer, School Unit #204	Ramsey	18,463.55
Treasurer, School Unit #2^	Central A & M	3,102,759.76
Treasurer, School Unit #2M	Mattoon	1,504.38
Treasurer, School Unit #3	Neoga	793,555.72
Treasurer, School Unit #300	Sullivan	83,199.71
Treasurer, School Unit #302	Okaw Valley	2,642,545.22
Treasurer, School Unit #3A	Cowden-Herrick	944,004.20
Treasurer, School Unit #4	Shelbyville	5,815,085.74
Treasurer, School Unit #50	Teutopolis	179,092.37
Treasurer, School Unit #5A	Stew/Stras	1,876,471.83
Treasurer, School Unit #8	Pana	2,156,887.01
Treasurer, Jr College #517	Mattoon-Lakeland	2,481,503.72
Treasurer, Jr College #537	Decatur-Richland	338,501.30
		<hr/>
		22,315,572.20

VILLAGES

Cowden	53,348.26
Fincley	135,897.25
Fincley Increment	10,337.72
Herrick	32,138.19
Moweaqua	205,117.25
Moweaqua TIF	243,472.95
Moweaqua TIF 2	4,888.54
Oconee	10,227.91
Pana	60,080.35
Shelbyville	1,326,657.03
Shelbyville Increment	209,123.70
Sigel	24,342.99
Stewardson	38,578.52
Strasburg	17,750.20
Strasburg TIF	44,498.23
Tower Hill	51,333.16
Windsor	68,415.41
	<hr/>
	2,536,017.66

DRAINAGE DISTRIBUTION

Consolidated Prairie 2 & 4	7,748.66
Combined DD #2 Tower Hill	7,764.80
Comb DD #1 Clarksburg & Shelbyville	5,517.38
By User #1 Ash Grove	1,178.88
Prairie Drainage #1	4,520.00
Flat Branch DD #2	4,390.08
DD #1 Prairie & Richland	5,131.28
Senne-Chape Mutual DD	323.54
Duck Creek Comb. DD of Ash Grove	6,409.30
Okaw & Todds Point DD #1	-
Unior DD #1 Pickaway & Penn	1,267.98
Unior DD #1 Assump. & Flat Branch	8,873.16
Combined DD #1 Tower Hill	1,004.60
DD #1 Oconee	4,176.00
DD #3 Prairie	11,010.89
Unior DD #1 Prairie & Big Spring	6,555.00
Unior DD #2 Assumption & Rural	399.08
Unior DD #1 Penn & Milan	-
Okaw DD#1Sub 1 Okaw & Todds Pt	2,569.58
DD #4 Assumption & Flat Branch	64.30
	<hr/>
	80,204.51

GRAND TOTAL\$ 35,024,438.23

GENERAL FUND RECEIPTS

Real Estate Property Tax - County	1 970 448.92
Real Estate Property Tax - Liability Insurance	30 347.99
Real Estate Property Tax - Unemployment	3 476.88
Real Estate Property Tax - Workman's Compensation	6 218.95
State of Illinois - Sales Tax	266 196.16
State of Illinois - Supplemental Sales Tax	443 638.83
State of Illinois - Local Use Tax	387 299.26
State of Illinois - Income Tax	1 529 917.05
State of Illinois - Gaming	514.45
State of Illinois - Cannabis	16 201.48
State of Illinois - Replacement Tax - County	90 669.22
State of Illinois - Replacement Tax - ESDA	2 559.53
State of Illinois - Replacement Tax - Housing	25 526.02
State of Illinois - Replacement Tax - PRC	17 683.99
State of Illinois - Probation Salary	102 569.05
State of Illinois - States Attorney Salary	150 242.55
State of Illinois - Sheriff Salary	3 832.95
State of Illinois - Sup of Assmts Salary	22 215.00
State of Illinois - Public Defender Salary	85 232.40
State of Illinois - Technology Grant	123 953.78
State of Illinois - DOC	55 790.00
State of Illinois - Crime Victims Grant	27 000.00
State of Illinois - Board of Elections	45 440.06
Federal - Corp of Engineers	23 233.86
Federal - Flood Control	33 052.69
Federal - Child Support Maintenance	1 197.00
Sheriff-Fees	33 008.92
Sheriff-Warrant FTA Fees	6 754.00
Sheriff-Co Share SOR Fees	1 085.00
Public Defender Fees	1 722.75
Supervisor of Assessment Fees	15 900.00
Zoning Fees	3 350.00
Circuit Clerk-Fees	74 771.01
States Attorney Fees	112 635.95
Bad Check Diversion	35.00
Circuit Clerk - Home Confinement	3 762.29
County Clerk Fees	207 388.70
County Clerk - Rental Housing	1 586.50
ARPA Reimbursements	404 382.09
Interest Earned	10 128.26
Miscellaneous Revenue	52 140.21
License and Permits	8 825.01
City Dispatching	63 931.20
Transfer From Other Funds	45 258.57
County Collector Interest & Cost	47 272.69
County Collector Publication	6 100.00
	<hr/>
	6,566 746.22

COUNTY HEALTH RECEIPTS

Real Estate Tax Distribution	314,452.29
State of Illinois - Replacement Tax	37,489.94
State of Illinois - Health Protection Grant	69,597.00
State of Illinois - Healthy Kids/Public	2,159.19
State of Illinois - Water Well	825.00
State of Illinois - Tanning Inspections	1,000.00
State of Illinois - Vision and Hearing Grant	2,282.00
Federal - Contractual Water Well	225.00
Federal - Radon	6,064.50
Clients - Immunization	25,726.12
Clients - Vision & Hearing	7,544.00
Contractual Services	38,000.00
Clients - Radon Testing	270.00
Clients - TB Testing	2,200.00
Clients - Permit Fees	24,787.50
W C Fund Reimbursements	34,272.03
Miscellaneous County Health Reimbursements	259,865.47
Interest Earned	426.55
	<hr/> 819,186.59

ANIMAL CONTROL RECEIPTS

Fees Collected	12,579.50
Dog Wash	8,129.00
Interest Earned	457.10
Donations	1,085.00
	<hr/> 22,250.60

AMBULANCE RECEIPTS

Real Estate Tax Distribution	37,388.65
Interest Earned	292.77
	<hr/> 37,681.42

MENTAL HEALTH RECEIPTS

Real Estate Tax Distribution	678,901.14
State of Illinois - Replacement Tax	67,894.02
Interest Earned	10,026.12
	<hr/> 690,821.28

ILLINOIS MUNICIPAL RETIREMENT FUND RECEIPTS

Real Estate Tax Distribution	928,343.21
State of Illinois - Replacement Tax	66,315.02
ARPA Reimbursements	34,727.83
Interest Earned	1,804.98
	<hr/> 1,031,191.04

SOCIAL SECURITY RECEIPTS

Real Estate Tax Distribution	326,313.87
ARPA Reimbursements	30,262.94
Interest Earned	553.78
	<hr/> 357,130.59

INDEMNITY RECEIPTS

Indemnity	4,720.00
Interest Earned	<u>346.33</u>
	5,066.33

HEALTH INSURANCE

Interest Earned	<u>578.41</u>
	578.41

COURT SECURITY RECEIPTS

Circuit Clerk Fees	32,350.97
Interest Earned	<u>242.31</u>
	32,593.28

COUNTY BRIDGE RECEIPTS

Real Estate Tax Distribution	158,806.84
State of Illinois - Replacement Tax	33,196.30
Township MFT Reimbursements	2,415.36
Interest Earned	<u>692.19</u>
	195,110.69

COUNTY HIGHWAY RECEIPTS

Real Estate Tax Distribution	327,403.50
State of Illinois - Replacement Tax	68,564.29
County MFT Reimbursements	300,000.00
Township MFT Reimbursements	8,493.85
Interest Earned	<u>638.85</u>
	705,100.49

FEDERAL AID MATCHING RECEIPTS

Real Estate Tax Distribution	205,322.71
State of Illinois - Replacement Tax	33,196.30
Federal - Reimbursement	8,410.29
Interest Earned	<u>678.73</u>
	247,608.03

COUNTY MOTOR FUEL TAX RECEIPTS

State of Illinois - Motor Fuel Tax	545,694.57
State of Illinois - Engineer Salary	56,100.00
State of Illinois - Needy County	207,230.00
State of Illinois - Rebuild Illinois	158,057.19
County Bridge _ Reimbursement	2,711.05
Interest Earned	<u>3,608.51</u>
	973,401.32

TOURISM RECEIPTS

Hotel - Motel Taxes	78,914.60
Interest Earned	<u>30.74</u>
	78,945.34

PROBATION RECEIPTS

Court Services	2,668.00
Circuit Clerk Fees	34,958.27
Probation Ops Fees	127.69
Interest Earned	911.50
	<hr/> 38,565.46

ASSIST COURT RECEIPTS

Circuit Clerk Fees	42,841.10
Interest Earned	276.29
	<hr/> 42,917.39

LAW LIBRARY RECEIPTS

Circuit Clerk Fees	7,050.00
Interest Earned	19.14
	<hr/> 7,069.14

AUTOMATION RECEIPTS

Circuit Clerk Fees	18,465.91
Interest Earned	125.30
	<hr/> 18,591.21

RECORDING RECEIPTS

County Clerk Fees	68,706.00
County Clerk - GIS	3,817.00
Online Fees	29,760.16
Interest Earned	745.02
	<hr/> 103,028.18

SHERIFF DRUG RECEIPTS

Circuit Clerk Fees	112.50
Interest Earned	3.77
Sop With a Cop Donations	-
	<hr/> 116.27

AIRPORT RECEIPTS

Real Estate Tax Distribution	53,827.19
State of Illinois - Replacement Tax	15,046.93
State of Illinois - Sales Tax	(640.00)
Federal Sources	7,306.76
Federal - Cares	45,000.00
Receipts	28,194.13
Fuel Receipts	117,963.11
Interest Earned	55.21
	<hr/> 266,753.33

C.E.F.S. RECEIPTS

State of Illinois - C.E.F.S. Grant	925,272.86
Federal - C.E.F.S. Grant	523,508.73
Interest Earned	50.09
	<hr/> 1,448,831.68

HOME NURSING RECEIPTS

State of Illinois - Tobacco Free Grant	
Clients - Vaccine	103,375.84
Clients - Flu and Pneumonia Vaccine	31,992.34
Cholesterol Screening	225.00
Clients - Laboratory Services	20.00
Interest Earned	3,781.85
	<hr/> 439,395.03

WIC RECEIPTS

Federal - WIC Grant	83,316.03
	<hr/> 83,316.03

LOCAL BRIDGE RECEIPTS

State of Illinois - Bridge Program	132,942.80
Interest Earned	207.21
	<hr/> 133,150.01

TOWNSHIP CONSTRUCTION RECEIPTS

County Bridge Reimbursements	42,431.66
Local Bridge Reimbursements	169,984.68
Township MFT Reimbursements	3,843.00
Interest Earned	1.58
	<hr/> 216,260.92

TOWNSHIP MOTOR FUEL TAX RECEIPTS

State of Illinois - Motor Fuel Tax	2,503,476.80
State of Illinois - Needy County	409,623.00
State of Illinois - Rebuild Illinois	634,118.64
County Reimbursements	3,446.44
Interest Earned	12,614.97
	<hr/> 3,613,279.85

COUNTY JAIL MEDICAL COST

Circuit Clerk Fees	1,726.87
Interest Earned	11.71
	<hr/> 1,738.58

MINOR UNKNOWN HEIRS RECEIPTS

Unknown Heirs Collected	-
Interest Earned	123.21
	<hr/> 123.21

PUBLIC DEFENDER AUTOMATION

Circuit Clerk Fees	252.00
Interest Earned	1.29
	<hr/> 253.29

SHOP WITH A COP

Shop with a Cop Donations	
Interest Earned	24.89
	<hr/> 24.89

PROBATION DRUG TESTING RECEIPTS

Circuit Clerk Fees	10,327.00
Interest Earned	63.08
	<hr/> 10,390.08

DRAINAGE FUND RECEIPTS

R. E. Tax Distribution - DD2 Flat Branch	4,990.08
R. E. Tax Distribution - UCD1 TP & Okaw	
R. E. Tax Distribution - CCD2 Tower Hill	7,769.30
R. E. Tax Distribution - DC1 Prairie & Big Spring	6,555.00
R. E. Tax Distribution - CCD1 Clark & Shelby	5,517.38
R. E. Tax Distribution - UCD1 Ash Grove	1,178.88
R. E. Tax Distribution - DC1 SUB 1 Okaw & TP	2,569.58
R. E. Tax Distribution - DC1 Prairie	4,620.00
R. E. Tax Distribution - CCD2 & 4 Prairie	7,743.66
R. E. Tax Distribution - Duck Creek	6,409.30
R. E. Tax Distribution - UCD1 Pick & Penn	1,267.98
R. E. Tax Distribution - CCD1 Tower Hill	1,300.10
R. E. Tax Distribution - UCD1 FB/Assumption	12,690.62
R. E. Tax Distribution - CCD1 Penn	
R. E. Tax Distribution - UCD1 Prairie & Richland	5,131.28
R. E. Tax Distribution - DD3 Prairie	11,010.89
R. E. Tax Distribution - DD1 Oconee	4,776.00
Receipt-CDD1 Clark & Shelby	
Interest Earned	1,000.08
	<hr/> 84,235.13

DOCUMENT STORAGE RECEIPTS

Circuit Clerk Fees	18,520.92
Interest Earned	326.28
	<hr/> 18,847.20

M. SC COUNTY HEALTH RECEIPTS

State of Illinois - Family Case Management	69,711.79
State of Illinois - Lead Screening Grant	12,340.00
State of Illinois - West Nile Virus	13,000.00
Federal - Bioterrorism	24,607.00
Clients - Water Testing	199.12
Clients - Physical Clinics	1,400.00
Healthworks	19,306.56
Interest Earned	1,630.82
Misc. Revenue	250.00
	<hr/> 142,745.29

VICTIM IMPACT PANEL RECEIPTS

VIP Fees Collected	1,400.00
Interest Earned	42.93
	<hr/> 1,442.93

STATES ATTORNEY FORFEITED RECEIPTS

Forfeited Funds Received	7,332.12
Interest Earned	6.51
	<hr/> 7,338.63

RESCUE SQUAD DIVE TEAM RECEIPTS

Dive Team Donations	220.00
Interest Earned	9.34
	<hr/> 229.34

DUI EQUIPMENT RECEIPTS

Circuit Clerk	2,308.60
Interest Earned	80.95
	<hr/> 2,389.55

GIS RECEIPTS

County Clerk Fees	64,389.00
Interest Earned	1,064.15
	<hr/> 65,953.15

CAPITAL IMPROVEMENT RECEIPTS

ARFA Reimbursements	30,000.00
Interest Earned	196.39
	<hr/> 30,196.39

PET POPULATION RECEIPTS

Pet Population Fees	5,473.50
Interest Earned	45.34
	<hr/> 5,518.84

EMA SPECIAL FUND RECEIPTS

Miscellaneous Revenue	14.73
Interest Earned	43.29
	<hr/> 58.02

STATE'S ATTORNEY AUTOMATION RECEIPTS

Circuit Clerk Fees	292.00
Interest Earned	15.58
	<hr/> 307.58

DRUG COURT FUND RECEIPTS

Circuit Clerk Fees	4,476.25
Interest Earned	65.42
	<hr/> 4,541.67

TAX SALE AUTOMATION RECEIPTS

Automation Fees	2,247.35
Interest Earned	21.36
	<hr/> 2,268.71

RESCUE SQUAD RECEIPTS

Donations	3,425.00
Interest Earned	50.85
	<hr/> 3,475.85

CORONER SPECIAL RECEIPTS

St of IL - Death Cert Surcharge	5 130.00
Coroner Fees	4 145.00
Interest Earned	33.92
	<hr/> 9 308.92

SOLID WASTE RECEIPTS

Solid Waste Donations	-
Interest Earned	2.22
	<hr/> 2.22

SALE IN ERROR FUND

Fees Collected	9,670.93
Interest Earned	49.61
	<hr/> 9,720.54

ARPA FUND

Federal - ARPA Funds	2,010,755.50
Interest Earned	3,967.50
	<hr/> 2,105,343.00

GRAND TOTAL FOR REVENUE	20,381,209.14
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Wages under \$25,000.00 paid by County
September 1, 2021 Through August 31, 2022

Ade, Christopher	Kessler, James M
Agney, Troy	Kneller, Julie
Ambrose, Ryan	Konwinski, Jeff
Arthur, Susar	Koons, Daniel
Barr, Kenneth	Largen, Richard
Bauer, Teresa	Latham, Travis
Beard, Travis	Lenz, Larry
Bennett, Barbara	Lockhart, Devin
Bennett, Mark	McQueen, Sean
Beehm, Teresa	Meyers, Gerry
Boyer, J. Travis	Miller, Janet
Bricker, Angela	Moon, Richard
Bright, Anna	Myers, David
Brookman, Danny	Naber, Fred
Burris, Durward	Ongman, Sharon
Camic, Jordan	Orman, Robert
Canaday, Paul	Patterson, Gary
Canock, Kris	Pearcy, Derek
Cofman, Bryon	Pogue, John
Conaway, Dawne	Reynolds, Brenda
Coulter, Larry	Schmitz, William
Cox, Cassandra	Seitz, Paige
Crowder, Gary	Seyfert II, Eugene
Danneberger, Jeri	Shoaff, Marla
Dragovan, Luanna	Simpson, Robert
Drnjovic, Dennis	Slifer, Jeff
Durbin, Jesse	Spesard, Stanley
Edwards, Julie	Steinke, Bruce
Foster, Carmen	Stilabower, Betsy
Flanneman, Ashley	Swits, David
Gear, Gerald	Tate, Donald
Gergeni, Gary	Totten, Patricia
Graham, Matthew	Trimble, Noah
Hampton, Jim	Uphoff, Douglas
Hawes, Aaron	Ward, Amanda

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Hennings, Jr. Don
 Herron, Forest
 Herron, Frances J
 Hite, Rodney
 Horsman, Tom
 Hubner, Hannah
 Jernings, Melissa
 Johnston, Christine
 Kensil, Patricia

Welton, Jason
 Wheeler, Kevin
 Williams, Cwenton
 Williams, Lynn
 Winter, Matthew
 Wright, Michael

Wages from \$25,000.00 to \$49,999.99 paid by County
 September 1, 2021 Through August 31, 2022

Agney, Robert
 Arthur, Savannah
 Bainger, Ashton
 Beeson, Jennifer
 Binnion, Michael
 Bryson, Rita
 Camic, C Dian
 Chamberlin, Austin
 Christer, Staci
 Clark, Melanie
 Clark, Taylor
 Cosart, Stephanie
 Culbertson, Tim
 Deters, Brett
 Dewitt, Steven
 Dudra, Justin
 Durbin, Angela
 Fedkamp, Tracy
 Fleshner, Robbi
 Frederick, Kelsi
 Garman, Kayla
 Gray, Laura

Gritzmacher, Kaitlyn
 Hudson, Bradley
 Kircher, Shane
 Kirkendoll, Lacey
 Lustig, Dustin
 Martin, Sarah
 Miller, Cody
 Ohnesorge, Amelia
 Phegley, Bradley
 Pruitt, David
 Ragan, Elizabeth
 Randolph, Kelsey
 Risley, Jeremiah
 Spesard, Alan
 Stigers, Jessica
 Stremming, Amy
 Swenny, Lisa
 Tallmar, Kelly
 Thompson, Deanna
 Wade, Heather
 Zakowski, Robert

Wages from \$50,000.00 to \$74,999.99 paid by County
 September 1, 2021 Through August 31, 2022

Agney, John
 Atteberry, Tonya
 Bailey, Erica
 Best, Reed
 Burkhead, Daine
 Campbell, Michelle
 Curry, Mary Jo
 Dandurand, Joshua
 Firnaber, Erica
 Dunaway, Deborah
 Fox, Jessica
 Gatton, Brandon
 Hadley, Blake

Hewing, Christina
 Houska, Jeffrey
 Kingston, Kari
 McReynolds, Brian
 Meek, Jeffrey
 Miller, Jackson W A
 Prosser, Stacy
 Reedy, Quinton
 Vail, Kenneth
 Wade, Tina
 Wade, Trey
 Williams, Cassondra

Wages from \$75,000.00 to \$99,999.99 paid by County
September 1, 2021 Through August 31, 2022

Atkinson, Brennon	Jones, Cynthia
Ezell, Jack	
Hoadley, Rickey	

Wages from \$100,000.00 to \$124,999.99 paid by County
September 1, 2021 Through August 31, 2022

Melega, Stephen L	Wood, Jeffrey
Washburn, Jacob	

Wages from \$125,000.00 to \$149,999.99 paid by County
September 1, 2021 Through August 31, 2022

Kroncke, Nichole	Rau, Bradford
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VENDORS PAID OVER \$2500.00

20/20 Forensic Accounting	40,000.00
3 Sisters Logistics LLC	12,077.58
A & A Excavating, LLC	2,650.00
Aaron D Calvert	11,973.16
Ace Hardware	6,176.33
Advanced Correctional Healthcare Inc	54,939.21
Altorfer Inc.	38,952.90
Ameren Illinois	97,425.27
American Express	4,846.02
Atchison Electric Inc	3,374.80
Barker Implement Repair	10,348.31
Barker Implement Co.	4,462.80
Barlow Lock & Security, Inc	3,741.60
Bellwether LLC	6,000.00
Big Spring Township	4,667.91
Birkey's	5,472.94
Brad Agney Backhoe Service	12,505.65
Brad Phegley	7,279.19
Bruce Harris & Associates Inc	29,682.00
Brush Creek Quarry	3,058.02
Burgener Trucking Inc	12,256.19
Byers Printing Payment Center	11,520.82
C&H Gravel Company	15,970.07
Cardmember Service 91	16,915.40
Cardmember Services 1046	3,955.84
Casey Stone Co	56,546.32
CCI Redi Mix-EFF	3,695.50
CEFS	1,448,781.59
Cellebrite Inc	4,300.00
Central Service Center	34,942.60
Charleston Stone Company	12,644.25
Chase Card Services	7,339.95
Christina Hewing	5,625.03
Civil Design Inc	15,512.25
Clarke Mosquito Control	4,440.32
Clauss Specialties Inc	5,417.64
Clevenger Contractors Inc	5,250.00
Cold Spring Township	25,000.00
Compass Minerals America	13,098.27
Computer Information Concepts	26,401.98
Computer Techniques Inc	2,980.22
Consociate Dansig	340,528.42

Consolidated Communications	66,773.77
Contech Engineering Solutions, L.L.C	245,181.46
Corner Copy	3,239.50
Corporate Billing LLC	43,690.34
Corz Enterprises LLC	34,082.85
Counties of Illinois Risk Management Agency	219,849.00
County Motor Fuel Tax	2,711.05
County Bridge Fund	84,447.56
County Highway Fund	309,074.15
Craig Antenna Service	5,174.25
De Lage Landen Financia Serv.	2,622.31
Decatur Ambulance Service	42,725.00
Decker Supply Co Inc	14,955.99
Dinges Fire Store	5,782.23
Doty Sanitation	3,101.00
Dry Point Township	14,000.00
EDC Of Shelby County	9,012.79
East Central IL Law Enforcement	4,725.00
Effingham Asphalt Company Inc	7,068.60
Effingham Equity	43,636.22
EJ Water Cooperative Inc	5,717.90
Engie Resources LLC	5,801.29
ESRI Inc	4,100.00
Everbridge Inc	3,788.02
Extrapackaging LLC	2,732.46
Fidlar Technologies	28,258.33
Figgins Electric	7,826.64
Fike & Fike Inc	33,930.26
Franklin County Treasurer	9,716.10
Galls	2,696.91
General Fund	32,654.50
Glaxosmithkline Pharmaceuticals	40,467.12
Global Technical Systems	23,620.87
Goeckner Bros, Inc	35,847.00
Gonzalez Companies, LLC	28,379.77
Goodin Associates LTD	49,539.51
Grabb Motors	3,009.26
Hammond & Reid Land Surveying	43,020.00
Hampton, Lenzini & Renwick Inc	41,602.73
Herrick Twp C/O Jeff Meek	18,000.00
Hier Trucking LLC	53,751.53
Holcomb Foundation Engineering Co	2,796.00
Holland Township	8,030.00
Hour House	2,500.00
Howell Asphalt Company	75,004.22
Howell Paving Inc	2,406,892.62
HSHS Good Shepperd Hospital	77,437.96
Hutchison Engineering Inc	28,633.54
IL Director of Employment Security	13,005.72
IL Public Safety Agency Network	4,632.00
Illinois Ess Inc	6,276.00
Interstate Billing Service	31,785.64
J & R Collision Centers	6,033.82
J. Scott Denton M.D.	1,850.00
JCF Trucking LLC	6,322.20
Jeffrey Houska	5,017.16
Jerry L. Boyd PH D	7,687.50
Joe Beyers Trucking LLC	7,112.70
John Heiserman, Inc	93,160.84
John J Klein DBA Klein Excavating	46,688.08
Johnson Controls	2,604.35
JV Auto Sales	19,500.00
Keith Petard	8,407.74

Kim McClimans	3,000.00
King-Lar Company	11,145.30
Kone Chicago	63,089.96
Lakewood Township	20,000.00
Larry Heurman	23,289.16
Lehigh Hanson	254,456.65
Lexipol LLC	13,061.52
Liberty Systems	57,012.39
Local Bridge	3,332.40
Louis Marsch Inc	338,000.97
Macaris Service Center Inc	2,772.72
Macor Co Law Enf Training Center	15,256.60
Mark Duckett	8,707.00
Mathias Farms	24,202.40
McLean Co Corner's Office	3,653.56
McLeod Express LLC	48,939.23
Merck Sharp & Dohme Corp	28,566.00
Metal Culverts Inc	30,978.70
Michael R. Frazier	30,375.00
Midland Information Systems Inc	33,023.65
Mutual of Omaha	5,326.95
Mytec Solution Inc	81,773.84
Naber & Williams	6,642.45
Neal Tire & Auto Service	40,327.63
Neals Body Shop & Towing	8,955.50
Newman Traffic Signs	5,034.16
Nichols Paper & Supply Company	3,670.47
NIMS Labs	4,917.00
Nokomis Quarry	51,886.01
Oconee Township	25,010.00
Office Essentials	4,023.98
Omni Scuba	4,521.50
O'Reilly Auto Parts	4,208.28
Pana Limestone Quarry	27,882.33
Pana News Group	5,648.81
Pfizer Inc.	7,313.71
Quadiant Finance USA, INC	4,500.00
Quill Corporation	9,267.05
Ray O'Herron Company Inc.	3,766.44
Redwood Toxicology Lab Inc	5,572.70
Regional Superintendent of Schools	39,570.75
Richland Township	27,549.00
Rural Township	23,010.00
Ruth A Woolery	3,014.00
RW Keys And Son, Inc	30,000.00
Sanofi Pasteur Inc	18,260.30
Schaeffer MFG Co	3,877.33
Select Interiors	5,194.01
Shelby County Health Fund	254,137.50
Shelby County Office of Tourism	82,000.00

Shelby County Sheriff's Office	28,555.61
Shelby County Clerk & Recorder	16,420.41
Shelby Co. Community Services IN	640,766.49
Shelby County Insurance	259,351.51
Shelby County Treasurer	32,597.96
Shelby Electric Coop	11,851.41
Shelbyville Township C/O Corey Wells	13,000.00
Shelbyville Water Department	9,879.94
Shoop & Sons	5,810.18
Sloan Implement Company, Inc	2,772.42
Southwestern Illinois College	5,687.20
SSD Fox Transport	29,171.86
Stark Distribution Co	3,563.39
States Attys Appellate Prosecutor	7,000.00
Strohl Farms	64,102.40
SYNCB/Amazon	3,073.41
Terminix Processing Center	5,798.20
The Stewart Law Firm PC	11,194.44
Thompson Electronics Company	74,890.00
Thomas Reuters-West	10,749.00
T. Waters Supply, Inc	3,851.23
Total Court Services	4,605.00
Township Motor Fuel Tax Fund	3,446.44
Treasurer, State of Illinois	184,724.84
Township Construction Fund	220,102.34
U.S. Post Office	2,534.00
US Corrections LLC	10,738.00
Verizon Wireless	17,415.91
Victory Lane Ford	34,951.00
VISA	2,580.50
Wells Fargo Financial Leasing	3,824.04
West & Company	70,800.00
Wex Bank	20,097.29
Windsor Area Ambulance	5,100.00
Woffli LLP	39,175.00
Woodys Municipal Supply Co	7,141.96
Grand Total For Vendors Over \$2500.00	11,175,868.42

COMBINED COUNTY ACCCOUNTS
SEPTEMBER 1, 2021 THRU AUGUST 31, 2022

Balance on Hand September 1, 2021	17,028,720.85
2021 Accounts Payable Clearing	(1,150.00)
2021 Due from IMRF	34,690.68
Total Revenue	20,381,209.14
Payroll Expense	(4,553,411.59)
Vendors Paid Over \$2,500.00	(11,175,868.42)
Vendors Under \$2,500.00	(1,832,155.78)
2022 Accounts Payable Clearing	45,103.61
2022 Due from Probation	(100.00)
2022 Due from IMRF	45,369.17
Suspense	594.93
Balance on Hand August 31, 2022	19,857,621.23