

October 10, 2023

SHELBY COUNTY BOARD MEETING AGENDA

October 12, 2023 – 7:00 P. M.

Courtroom A – Shelby County Courthouse

1. Call to Order- Prayer - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes from September 14, 2023
4. Discussion and vote to approve the appointment of Clark Amling to County Board District #4 to fill the vacancy created by the resignation of Matt Kessler upon recommendation of the Republican Central Committee
5. County Highway Report – Highway Engineer’s Report: Discussion and vote to approve the following items:
 - Resolution to approve 2024 Supplemental Work Agreement with Hammond & Reid Land Survey for \$70/Hour + Materials per Employee
 - Resolution to approve the 2024 NBIS Bridge Inspections and Program Management with Hampton, Lenzini and Renwick
 - Agreement for 2024 NBIS Bridge Inspections and Maintenance with Hampton, Lenzini and Renwick for \$46,000
 - Resolution to award Bridge in Prairie Township to Klein Excavating for their low bid of \$265, 261.50
 - Resolution to declare equipment as surplus and authorize disposal of items as County Engineer sees fit
 - Resolution to approve AFSCME wage increase for Highway Laborers
 - Department Updates
6. Zoning Administrator Scott McKee – Review amendments to the Zoning Ordinances regarding Solar Farms and Wind Energy System Standards
7. Discussion and vote to approve the amendments to the Zoning Ordinances regarding Solar Farms and Wind Energy System Standards
8. Discussion and vote to approve a resolution to rezone property located at 1790 County Highway 42 (1208-21-00-200-006) owned by Troy Coleman from AG to General Business for storage business
9. Discussion and vote to approve the Ordinance regulating DC power lines in Shelby County upon recommendation of the Legislative committee
10. Discussion and vote to engage Consociate Health to complete the Consumer Coverage Disclosure Act requirement that was signed into law in August 2021
11. Discussion and vote to approve proposed 2024 County Budget so it can be made available for the required public viewing
12. Discussion and vote to approve Resolutions to transfer parcels from Shelby County as Trustee to new owners –
 - 0417-20-00-300-006 to Daniel R. Allen for \$3,000
 - 2311-22-15-401-003 to Dale J. Myers and Margret D. Myers for \$2,857.53
13. Discussion and vote to accept recommendation from the Public Safety Committee Animal Control Non-Vet Administrator Job description
14. Discussion and vote to accept recommendation from the Public Safety Committee Animal Control Administrator rate of pay and hours at \$25/hour up to 10 hours /week
15. Discussion and vote to approve the Shelby County social media Policy upon recommendation of the Legislative Committee

16. Discussion and vote to approve opening the minutes and recordings from the following Closed sessions of the county board upon recommendation of the Legislative committee:
January 12, 2023
April 18, 2023
June 27, 2023
July 13, 2023
July 18, 2023
17. Discussion and vote to approve resolution to increase Election Judge base pay by \$20.00 (reimbursed by SBE) pursuant to PA 103-0008
18. Committee Reports
19. Chairman Updates
20. Chairman Appointments – Discussion and vote to approve:
Clark Amling – Finance committee
Mark Bennett – Road and Bridge Committee
Cody Brands – Chair Public Safety Committee
21. Correspondence
22. Old Business
23. Approve Payment of Claims
24. Public body Comment
25. Adjournment

Please silence cellphones during the Board meeting

Prayer is given by board member Tim Morse

SHELBY COUNTY BOARD MEETING

October 12, 2023 – 7:00 P.M.

(Video archive of this meeting can be found at shelbycounty-il.gov on YouTube)

The Shelby County Board met on Thursday, October 12, 2023, at 7:00 P.M. in Courtroom A of the Shelby County Courthouse in Shelbyville, Illinois.

Chairman Orman called the meeting to order at 7:00 PM. Those in attendance recited the Pledge of Allegiance, followed by a prayer given by board member Tim Morse.

County Clerk Jessica Fox called the roll. Bennett, Brown, Davis, Hardy, McCormick, and Shuff were absent.

Minutes for the September 14, 2023, board meeting were presented for approval. Wallace made motion to approve the minutes as presented. Brands seconded said motion. Boehm questioned the process detailed in the minutes pertaining to the Budget meeting (Pg 2 paragraph 5). No changes to the minutes were requested and approval of the minutes passed by voice vote (13 yes, 1 no - Boehm).

Upon recommendation by the Republican Central Committee, Clark Amling was nominated to fill the vacancy in County Board District #4. Williams made motion to approve the appointment. Firnhaber seconded said motion, which passed by voice vote (14 yes, 0 no).

Amling was sworn in by Clerk Fox and took his seat on the board.

At this time Chairman Orman called for the Highway Engineer's report.

County Highway Engineer Michael Tappendorf gave some updates to the board to start his report. The Moweaqua bridge has been opened but may have to be closed for a couple of days due to some guardrail issues. Tappendorf will be meeting with the Township Highway Commissioners in the next few weeks to review motor fuel tax. Tappendorf has spoken to Union Pacific about some railroad crossings, as there are multiple crossings in the county that need work. Railroad crossing updates/improvements are funded by the ICC with a goal of creating safer crossings. There are also multiple bridges needing repair and Tappendorf hopes to work with IDOT for increased funding. Tappendorf reported he has experience working with grants and hopes to secure grant funding for road projects. There are multiple engineering technician vacancies needing to be filled and Tappendorf has also started an equipment wish list to replace some outdated equipment.

Continuing with items requiring county board approval, Tappendorf presented a resolution to approve the 2024 supplement work agreement with Hammond-Reid Land Survey for \$70/hour plus materials per employee.

Wallace made motion to approve the resolution. Tate seconded said motion, which passed by roll call vote (15 yes, 0 no). Ayes: Amling, Boehm, Brands, Cole, Edwards, Firnhaber, Martin, Mayhall, Morse, Nelson, Orman, Ross, Tate, Wallace, and Williams. Nay: none.

Firnhaber made motion to approve the resolution with Hampton, Lenzini and Renwick for the 2024 NBIS Bridge Inspections and Program Management. Williams seconded said motion, which passed by voice vote (15 yes, 0 no).

Brands made motion to approve the agreement with HLR for the 2024 Bridge Inspection program for \$46,000. Williams seconded said motion, which passed by voice vote (15 yes, 0 no). Ayes: Amling, Boehm, Brands, Cole, Edwards, Firnhaber, Martin, Mayhall, Morse, Nelson, Orman, Ross, Tate, Wallace, and Williams. Nay: none.

Tate made motion to approve the low bid of \$265,261.50 from Klein Excavating to replace the bridge in Prairie Township. Wallace seconded said motion, which passed by roll call vote (15 yes, 0 no). Ayes: Amling, Boehm, Brands, Cole, Edwards, Firnhaber, Martin, Mayhall, Morse, Nelson, Orman, Ross, Tate, Wallace, and Williams. Nay: none.

Tappendorf reported this bridge project will begin in the Spring of 2024 and will be funded by Rebuild Illinois funds.

Firnhaber made motion to approve the resolution to declare equipment as surplus and authorize disposal of items as County Engineer sees fit. Cole seconded said motion. Items to be declared as surplus are a 2001 Ford F-150 (VIN 1FTRF17W11KF60203), 1998 International 4900 4X2 Dump Truck (VIN 1HTSDAAN7WH552914), and desk, drafting desk, file cabinets and other cabinets that are not needed. Tappendorf informed the board he did plan on taking bids on these items. Item passed by voice vote (14 yes, 1 no – Ross).

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The final item to be presented for the Highway Department was a resolution to approve an AFSCME wage increase for laborers. Edwards made motion to approve the resolution. Brands seconded said motion, which passed by roll call vote (13 yes, 2 no Amling, Ross).

At this time, Zoning Administrator Scott McKee addressed the board to review amendments to the Zoning Ordinance regarding Solar Farms and Wind Energy Systems. These changes are compliant with the IL State Public Act 102-1123. McKee reported the amendments to the Zoning Ordinance had been reviewed by the State's Attorney.

Brands made motion to approve the amendments that addressed Solar Farms. Tate seconded said motion, which passed by voice vote (15 yes, 0 no).

Mayhall made motion to approve the amendments that addressed Wind Energy Systems. Firnhaber seconded said motion, which passed by voice vote (15 yes, 0 no).

Brands made motion to approve the Zoning Ordinance with amendments for Solar and Wind as presented. Firnhaber seconded said motion, which passed by voice vote (15 yes, 0 no).

McKee presented a resolution to rezone property owned by Troy Coleman in Okaw Township located at 1790 County Hwy 15 (1208-21-00-200-006) from AG to General Business for a boat and RV storage business. The Zoning Board of Appeals had approved the rezoning.

Ross made motion to approve the resolution for rezoning. Morse seconded said motion, which passed by voice vote (15 yes, 0 no).

Upon recommendation of the Legislative committee an Ordinance regulating DC power lines was presented for approval. This ordinance will only impact new power lines.

Williams made motion to approve the ordinance. Tate seconded said motion, which passed by voice vote (15 yes, 0 no).

In order to comply with the Consumer Coverage Disclosure Act, an agreement was presented to engage Consociate Health to complete this report on the county's behalf at the cost of \$500.00. This is a Federally mandated report.

Firnhaber made motion to approve Consociate completing this report. Williams seconded said motion, which passed by roll call vote (15 yes, 0 no). Ayes: Amling, Boehm, Brands, Cole, Edwards, Firnhaber, Martin, Mayhall, Morse, Nelson, Orman, Ross, Tate, Wallace, and Williams. Nay: none.

The 2024 proposed budget was presented for approval so it can be placed on the required 15-day public viewing prior to approval by the board. Williams made motion to approve the proposed budget for 2024. Ross seconded said motion. Brands made motion to table the proposed budget since no budget meetings had been held to discuss. Firnhaber seconded said motion to table, which passed by voice vote (15 yes, 0 no).

Brands made motion to approve the transfer of parcel 0417-20-00-300-006 from the County as Trustee to Daniel R. Allen for \$3,000. Ross seconded said motion, which passed by voice vote (15 yes, 0 no).

Tate made motion to approve the transfer of parcel 23114-22-15-401-003 from the County as Trustee to Dale and Margret Myers for \$2,857.53. Firnhaber seconded said motion, which passed by voice vote (15 yes, 0 no).

Upon recommendation of the Legislative committee, Williams made motion to approve the Social Media policy for the County. Edwards seconded said motion, discussion was held. Nelson expressed concerns about the last paragraph under the Statement of Purpose, which states:

This policy establishes guidelines for employees, volunteers, elected/appointed officials who communicate via official County social media channels, as well as responsibilities of these persons who use social media channels for personal or business use.

Mayhall asked who information technologies was? Williams replied Mytec Solutions is the current contracted IT provider for the county.

Nelson made motion to amend the social media policy by striking the last paragraph of the statement of purpose, excluding the portion about official Shelby County communications. Brands seconded said motion, which passed by voice vote (15 yes, 0 no).

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Williams motion to approve the policy as amended, seconded by Edwards, passed by voice vote (12 yes, 3 no – Boehm, Cole and Morse).

Closed minutes from January 12, April 18, June 27, July 13 and July 18, 2023, were reviewed by the Legislative committee at their September 19 meeting. Legislative chair Williams stated after discussion with State's Attorney Hanlon, only the minutes from the April 18 and July 18, 2023, closed session were recommended to be opened at this time.

Williams made motion to approve the opening of the Closed minutes and the audio recordings from April 18 and July 18. Ross seconded said motion, which passed by voice vote (13 yes, 2 no Edwards and Mayhall).

A resolution to increase Election Judge base pay by \$20.00 was presented for approval. This additional \$20.00 will be reimbursed by the State Board of Elections, making the total reimbursement by the state \$65.00 of the \$170.00 base pay judges currently receive.

Nelson made motion to approve the resolution. Firnhaber seconded said motion, which passed by roll call vote (15 yes, 0 no). Ayes: Amling, Boehm, Brands, Cole, Edwards, Firnhaber, Martin, Mayhall, Morse, Nelson, Orman, Ross, Tate, Wallace, and Williams. Nay: none.

Orman called for committee reports. (Committee reports are attached to these minutes). Reports were given and items presented for follow-up or for public awareness were as follows:

Edwards reported construction had begun at the Health Department for the remodel project.

Mayhall stated the U of I extension office was still looking for drivers to deliver lean protein to food pantries. Anyone interested can either contact the U of I extension office or ask him who to contact.

Cole reported the Balloon Fest recently held at the Shelby County Airport was a success with 3,000 – 4,000 in attendance.

Chairman Orman requested the following appointments:

Bennett to the Road/Bridge committee. Motion by Williams, seconded by Ross, passed by voice vote (15 yes, 0 no).

Brands to be the Chair of Public Safety committee. Motion by Ross, seconded by Nelson. The board rules state the Chairman shall appoint all committees. Ross withdrew his motion, and Orman made the appointment of Brands as Public Safety Committee chair.

Farm committee chair Cole asked Chairman Orman to consider the appointment of Morse to the Farm committee.

There was no correspondence and no old business to be discussed.

Tate made motion to approve the claims. Mayhall seconded said motion. Firnhaber reminded department heads that no taxes and no tips should be submitted on county bills for reimbursement.

Payment of claims was approved by roll call vote (15 yes, 0 no). Ayes: Amling, Boehm, Brands, Cole, Edwards, Firnhaber, Martin, Mayhall, Morse, Nelson, Orman, Ross, Tate, Wallace, and Williams. Nay: none.

At 8:15 PM, Chairman Orman called for Public Body comment.

Public Body Comments/Opinions are summarized as follows:

Many in attendance, once again, spoke in support of the Dive Team and encouraged the County Board to work with the City of Shelbyville in their efforts to establish a Dive Team, which will be funded by donations.

Support for the County to continue farming the county farm was also expressed.

Questions were also asked about the live streaming of some committee meetings, but not others.

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The issue of liability insurance was questioned regarding the former Dive Team, but not the Rescue Squad.

The board was informed they don't have the authority to regulate power companies.

Some questioned why the State's Attorney was not in attendance at board meetings.

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

Firnhaber made motion to adjourn until the next regular meeting to be held on Thursday, November 9, 2023. Nelson seconded said motion, which passed by voice vote (15 yes, 0 no) and the meeting was adjourned at 8:47 P.M.



Jessica Fox
Shelby County Clerk and Recorder

October 12, 2023 REGULAR MEETING

		ROLL CALL			QUESTIONS									
			10/12/2023	1/2023	Resolution ON MOTIONS TO Hammond-Ridg	70/HR + matrices per employee	Agreement 2 ON MOTIONS TO HR 46,000.-		Resolution ON MOTIONS TO Klein Excavating	Prairie Top 265,261.50	AFSCME ON MOTIONS TO Laborer Wage Resolution	Consociate ON MOTIONS TO Health	CCDA 500.-	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	AMLING, CLARK	44	✓		✓		✓		✓			1	✓	
	BENNETT, MARK	34	A		—	—	—	—	—	—	—	—	—	—
	BOEHM, TERESA		✓		✓		✓		✓		1		✓	
	BRANDS, CODY	24	✓		✓		✓		✓		2		✓	
	BROWN, TIM	41	A		—	—	—	—	—	—	—	—	—	—
	COLE, CAROL	0	✓		✓		✓		✓		3		✓	
	DAVIS JR, CHARLES	48	A		—	—	—	—	—	—	—	—	—	—
	EDWARDS, JULIE	0	✓		✓		✓		✓		4		✓	
	FIRNHABER, MARTHA	0	✓		✓		✓		✓		5		✓	
	HARDY, CLAY	20	A		—	—	—	—	—	—	—	—	—	—
	MARTIN, ANNETTE	44	✓		✓		✓		✓		6		✓	
	MAYHALL, TAD	14	✓		✓		✓		✓		7		✓	
	MCCORMICK, HEATH		A		—	—	—	—	—	—	—	—	—	—
	MORSE, TIM	0	✓		✓		✓		✓		8		✓	
	NELSON, LORI	54	✓		✓		✓		✓		9		✓	
	ORMAN, ROBERT	34	✓		✓		✓		✓		10		✓	
	ROSS, SONNY	24	✓		✓		✓		✓			2	✓	
	SHUFF, MITCHELL	10	A		—	—	—	—	—	—	—	—	—	—
	TATE, DON	40	✓		✓		✓		✓		11		✓	
	WALLACE, BRENT	50	✓		✓		✓		✓		12		✓	
	WILLIAMS, JEREMY		✓		✓		✓		✓		13		✓	

Amling. sworn + seated

		ROLL CALL			QUESTIONS									
			1 / 2023	1 / 2023	Resolution ON MOTIONS TO EJ Pay		Payment of ON MOTIONS TO Claims		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	AMLING, CLARK				✓		✓							
	BENNETT, MARK	34												
	BOEHM, TERESA				✓		✓							
	BRANDS, CODY	24			✓		✓							
	BROWN, TIM	41												
	COLE, CAROL	0			✓		✓							
	DAVIS JR, CHARLES	48												
	EDWARDS, JULIE	0			✓		✓							
	FIRNHABER, MARTHA	0			✓		✓							
	HARDY, CLAY	20												
	MARTIN, ANNETTE	44			✓		✓							
	MAYHALL, TAD	14			✓		✓							
	MCCORMICK, HEATH													
	MORSE, TIM	0			✓		✓							
	NELSON, LORI	54			✓		✓							
	ORMAN, ROBERT	34			✓		✓							
	ROSS, SONNY	24			✓		✓							
	SHUFF, MITCHELL	10												
	TATE, DON	40			✓		✓							
	WALLACE, BRENT	50			✓		✓							
	WILLIAMS, JEREMY				✓		✓							

STATE OF ILLINOIS)
) SS
 SHELBY COUNTY)

OFFICIAL OATH

I, CLARK AMLING, having been APPOINTED to the office of
SHELBY COUNTY BOARD DISTRICT #4

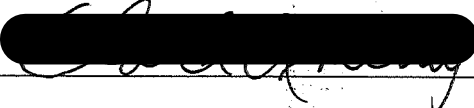
October 12, 2023 – November 30, 2024

(To fill the vacancy created by the resignation of James Matthew Kessler)

in the County of Shelby, in the State of Illinois, DO SOLEMNLY SWEAR or AFFIRM,
 that I will support the Constitution of the United States of America and the Constitution
 of the State of Illinois and will faithfully discharge the duties of the office of

SHELBY COUNTY BOARD DISTRICT #4

To the best of my ability.



Signed and Sworn To, or Affirmed before me this 12th day of October, A. D. 2023.



 (Official Title)

STATE OF ILLINOIS)
)
County of Shelby)

CERTIFICATION OF APPOINTMENT
SHELBY COUNTY BOARD MEMBER
DISTRICT #4

TO ALL WHOM IT MAY CONCERN:

I, Jessica Fox, County Clerk of the County aforesaid, do hereby certify that


CLARK AMLING

was duly appointed to serve as:

SHELBY COUNTY BOARD MEMBER DISTRICT #4

FOR THE UNEXPIRED TERM October 12, 2023 _through November 30, 2024
(vacancy created by the resignation of James Matthew Kessler)

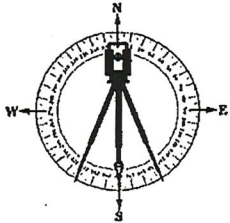
Dated: October 12, 2023



(Shelby County Clerk)

Engineer Report October 2023:

- Current status of Financials are yet to be determined. I have been working on determining this since I started and a lot to figure out.
- Projects
 - Moweaqua Bridge Substantially complete and open. Issue on Guardrail. Looking to shut down road again for 1-2 days tentatively.
 - Prairie Township/Herborn 3 sided structure bids opened under budget. Klein Excavating low bid.
 - MFT budget for Townships and County coming up in next few months for Oil/Chip and General maintenance.
 - Looking to work with IDOT to program projects in the next few months.
 - Multiple Union Pacific Railroad Crossings
 - Multiple Union Pacific Railroad County Highways need addressing.
 - Multiple Bridges needed addressed/reconstructed, IDOT has increased significantly funding for this in last year.
 - I come from a background of acquiring grants and will work to get what I can for the County.
- Personnel
 - Looking to hire multiple technicians – 3 applicants. Current Budget does not allow for any of applicants. From my understanding, I can get 1-2 candidates to pay their own salary from projects. We would be money ahead from last few years that we have been sitting without technicians. Need to increase my budgeted amount, and how can I work with County to get this?
 - I have multiple trainings that I will be going through in near future.
- Equipment Wish List
 - I am working on an equipment wish list for the County. I have a tentative list put together and would be happy to go over with any of the board members how and why this equipment will be necessary. In the end I believe more economical for the County as well.
- Agenda Items listed.



Hammond & Reid Land Surveying, LTD.

550 South Cedar Street
Shelbyville, Illinois 62565

www.hammondreidsurveying.com

(217) 294-3344 (217) 962-1772

2024 Supplemental Work Agreement

Client

Name: Shelby County Highway Dept.
County Engineer: Michael Tappendorf
Phone: (217) 774-2721

Hourly Rate

\$70/Hour + Materials per Employee

September 27, 2023

Purpose

This Supplemental Work Agreement is being made between the Shelby County Highway Department and Hammond & Reid Land Surveying, Ltd. Whereas, by the terms of this agreement, Hammond & Reid Land Surveying, Ltd will provide services as needed and/also at the discretion of the Highway Department in areas as listed below.


Duration & Terms

This agreement shall begin at the signing of this document and shall terminate on December 31, 2024. Either parties can choose to terminate this agreement if they deem necessary at any time. Compensation for services provided will be billed on an hourly rate along with any additional materials provided and used by Hammond & Reid Land Surveying, Ltd as listed above.

Description of Work

- 1.) Bridge Inspections
- 2.) Construction Project Development, Oversight, Layout, Testing, & Documentation
- 3.) Right-of-Way Plats & Plans Development

Shelby County Highway Department


Date 10-17-2023

Michael Tappendorf – County Engineer – Shelby County, Illinois

Hammond & Reid Land Surveying, Ltd


Date 9/27/2023

Thomas Hammond – President - Hammond & Reid Land Surveying, Ltd

RESOLUTION NO.

2023-39

WHEREAS, THE Shelby County Highway Department is in need of engineering support for bridge inspections; construction oversight and documentation for township bridges; construction oversight and documentation for railroad crossing approaches; construction oversight and documentation for road upgrade projects; Right-of Way engineering for projects currently in design; and for design tasks for projects currently in process.

And, WHEREAS, THE Hammond & Reid Land Surveying Ltd has provided an acceptable Master Task Order Agreement entitled "2024 Supplemental Work Agreement" (attached and made apart herein)

And, WHEREAS, THE Shelby County has a satisfactory relationship for services provided by Hammond & Reid Land Surveying Ltd.

And, WHEREAS, THE selection of Hammond & Reid Land Surveying Ltd. complies with the "Local Government Professional Services Selection Act" (50 ILCS 510/1 and 50 ILCS 510/6).

THEREFORE, BE IT RESOLVED that the County Board authorize the County Engineer to utilize Hammond & Reid Land Surveying Ltd for engineering support services.

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

I Jessica Fox County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on Oct. 12, 2023.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 12th day of Oct. A.D. 2023.



COUNTY CLERK

RESOLUTION NO.

2023-40

WHEREAS, THE Shelby County Highway Department is in need of engineering support for bridge inspections; and work for the 2024 NBIS Bridge Inspections and Program Management for township and county highway bridges.

And, WHEREAS, THE Hampton, Lenzini and Renwick, Inc. has provided an acceptable Master Task Order Agreement entitled "Local Public Agency Engineering Services Agreement" (attached and made apart herein)

And, WHEREAS, THE Shelby County has a satisfactory relationship for services provided by Hampton, Lenzini and Renwick, Inc.

And, WHEREAS, THE selection of Hampton, Lenzini and Renwick, Inc. complies with the "Local Government Professional Services Selection Act" (50 ILCS 510/1 and 50 ILCS 510/6).

THEREFORE, BE IT RESOLVED that the County Board authorize the County Engineer to utilize Hampton, Lenzini and Renwick, Inc for engineering services for the purposes of the 2024 NBIS Bridge Inspections and Program Management.

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

I Jessica Fox County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on Oct. 12, 2023.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 12th day of Oct. A.D. 2023.



COUNTY CLERK

COUNTY CLERK



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Table with 3 columns: Resolution Type (Original), Resolution Number (2023-40), Section Number (23-00295-00-BI)

BE IT RESOLVED, by the Board of Shelby of the County of Shelby Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Inspection of Bridges as required by State of Illinois.

2. That there is hereby appropriated the sum of Forty-six Thousand Dollars \$46,000.00 Dollars for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

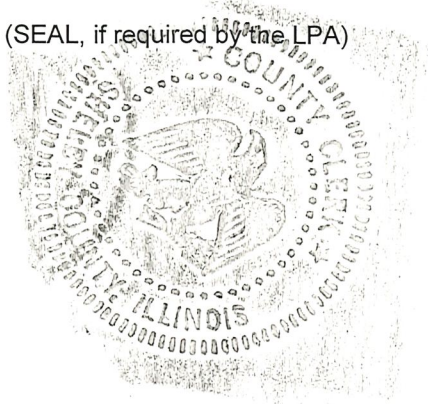
I, Jessica Fox County Clerk in and for said County of Shelby

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Shelby at a meeting held on October 12, 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of Oct., 2023

(SEAL, if required by the LPA)



Clerk Signature & Date [Signature] 10/24/23

Approved

Regional Engineer Signature & Date Department of Transportation [Signature] 11/01/23



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No Agreement For: MFT PE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Shelby County Hwy Dept County: Shelby Section Number: Job Number: Project Number: Contact Name: Michael Tappendorf Phone Number: (217) 774-2921 Email: shelbycohwy@shelbycounty-il.gov

SECTION PROVISIONS

Local Street/Road Name: various Key Route: various Length: Structure Number: various Location Termini: Countywide Add Location Remove Location

Project Description: 2024 NBIS Bridge Inspections and Program Management

Engineering Funding: MFT/TBP State Other Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Hampton, Lenzini & Renwick, Inc. Contact Name: Steve Megginson Phone Number: (217) 546-3400 Email: swmegginson@hlreng.com Address: 3085 Adlai Stevenson Drive, Suite 201 City: Springfield State: IL Zip Code: 62703

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

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

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

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Structure Inspection List
- HLR Hourly Rate Schedule
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate \$46,000.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini & Renwick, Inc.		\$46,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$46,000.00
Total for all work		\$46,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

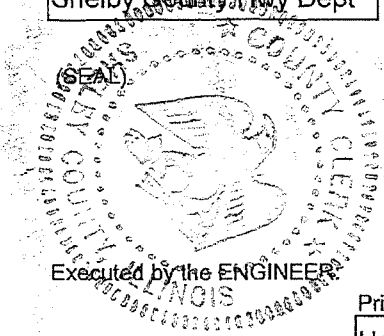
Attest: The County of Shelby County Hwy Dept

By (Signature & Date)
[Redacted Signature] 10/17/2023

By (Signature & Date)
[Redacted Signature] 10-17-2023

Local Public Agency Shelby County Hwy Dept
Local Public Agency Type County Clerk

Title County Engineer



Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name Hampton, Lenzini & Renwick, Inc.

By (Signature & Date)
[Redacted Signature] 09/13/2023

By (Signature & Date)
[Redacted Signature] 09/13/2023

Title Senior Design Engineer

Title Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)
[Redacted Signature]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County Hwy Dept	Hampton, Lenzini & Renwick, Inc.	Shelby	

**EXHIBIT A
SCOPE OF SERVICES**

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

- | |
|---|
| <ul style="list-style-type: none"> a. Program Management duties, as required b. NBIS Routine, Fracture Critical, and Special Inspections c. Complete Inspection Reports, photos and documentation, d. Submittal and confirmations to IDOT- District 7 |
|---|

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County Hwy Dept	Hampton, Lenzini & Renwick, Inc.	Shelby	

**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed: December, 2023
Structure Inspections: January - November, 2024

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County Hwy Dept	Hampton, Lenzini & Renwick, Inc.	Shelby	

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

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

Form Not Applicable (engineering services less than the threshold)

SHELBY COUNTY
NBIS STRUCTURE LIST
2024

#	SN	FEATURE CARRIED	FEATURE CROSSED	ROUTINE INSPECTION		STRUCTURE INFO		
				INSPECTION INTERVAL (MONTHS)	INSPECTION DUE DATE(S)	MATERIAL / TYPE	# OF SPANS	LENGTH
1	873089	TR 86(CLOSED)	FLAT BRANCH	24	2/9/2001	Steel -	1	70.40
2	873015	TR 275A	BECKS CREEK	24	3/23/2017	Steel Multi-beam	1	41.80
3	873207	TR 328	RICHLAND CREEK	24	3/9/2022	Steel -	1	62.00
4	873209	TR 328A	WOLF CREEK	24	3/31/2022	Steel Multi-beam	3	42.90
5	873013	CH 6(FAS 653)	BRUSH CREEK	24	2/21/2024	Steel Multi-beam	1	70.00
6	873258	TR 423 A	STREAM	24	2/21/2024	Steel Multi-beam	1	30.00
7	873263	TR 431	STREAM	24	2/21/2024	Steel Multi-beam	1	31.50
8	873277	FAS 1629(CH 11)	RICHLAND CREEK	24	2/21/2024	Concrete Culvert	2	23.20
9	873452	FAS-653	Jordan Creek	24	2/21/2024	Prestressed concrete Box beam - Multiple Adjacent	3	117.20
10	873041	CH 40	RICHLAND CREEK	24	2/22/2024	Steel -	1	63.00
11	873154	TR 212	JORDAN CREEK	24	2/22/2024	Steel Deck Girder (Load Path Non- Redundant System)	1	75.10
12	873195	TR 304	BRUSH CREEK	24	2/22/2024	Steel continuous Multi-beam	2	40.00
13	873198	TR 313	RICHLAND CREEK	24	2/22/2024	Steel Deck Girder (Load Path Non- Redundant System)	2	89.80
14	873257	TR 423 A	STREAM	24	2/22/2024	Steel Multi-beam	1	30.00
15	875032	TR 266 A	JORDAN CREEK	24	2/22/2024	Steel Culvert	1	23.00
16	873004	CH 2(FAS 650)	WILBURN CREEK	24	2/24/2024	Prestressed concrete Multi-beam	3	219.60
17	873061	TR 29	STREAM	24	2/24/2024	Precast concrete - Not prestressed Channel Beam	3	122.00
18	873391	TR 238	STREAM	24	2/24/2024	Steel Multi-beam	3	78.00
19	875052	TR 220	Stream	24	2/24/2024	Steel Culvert	2	22.60
20	873312	FAS 1650(TR 266A)	LITRA SPRINGS CREEK	24	2/25/2024	Prestressed concrete Multi-beam	3	188.00
21	873136	TR 181	RICHLAND CREEK	24	3/2/2024	Steel Multi-beam	1	24.00
22	873148	TR 199	RICHLAND CREEK	24	3/2/2024	Steel Multi-beam	1	32.00
23	873215	TR 341	SAND CREEK	24	3/2/2024	Steel Deck Girder (Load Path Non- Redundant System)	1	41.70
24	873305	TR 318(FAS 1650)	WOLF CREEK	24	3/2/2024	Concrete Slab	5	168.00
25	873306	FAS 1650(TR 330)	SAND CREEK	24	3/2/2024	Prestressed concrete continuous Multi- beam	3	148.00
26	873307	TR 97 A	SAND CREEK	24	3/2/2024	Precast concrete - Not prestressed Channel Beam	3	104.00
27	873377	TR 181	RICHLAND CREEK	24	3/2/2024	Prestressed concrete Box beam - Multiple Adjacent	1	53.00
28	873386	TR 115	STREAM	24	3/2/2024	Prestressed concrete Box beam - Multiple Adjacent	1	70.00
29	875029	TR 181	RICHLAND CREEK	24	3/2/2024	Concrete Culvert	3	31.00
30	875031	TR 225	STREAM	24	3/2/2024	Concrete Culvert	2	26.00
31	875046	TR 181	RICHLAND CREEK	24	3/2/2024	Concrete Culvert	2	23.40
32	873185	TR 271	STREAM	24	3/3/2024	Steel -	1	36.10
33	873478	TR 335 A	BRUSH CREEK	24	3/3/2024	Prestressed concrete Box beam - Multiple Adjacent	1	64.00

SHELBY COUNTY
NBIS STRUCTURE LIST
2024

#	SN	FEATURE CARRIED	FEATURE CROSSED	ROUTINE INSPECTION		STRUCTURE INFO		
				INSPECTION INTERVAL (MONTHS)	INSPECTION DUE DATE(S)	MATERIAL / TYPE	# OF SPANS	LENGTH
34	873550	CH 7	RICHLAND CREEK	24	3/3/2024	Prestressed concrete Box beam - Multiple Adjacent	2	160.00
35	873028	CH 23	LITTLE WABASH RIVER	24	3/8/2024	Prestressed concrete Multi-beam	3	181.80
36	873225	TR 354 B	BR LITTLE WABASH R	24	3/8/2024	Steel Multi-beam	1	30.00
37	873266	TR 499 A	STREAM	24	3/8/2024	Concrete Slab	1	29.80
38	873379	TR 425	HENRY CREEK	24	3/8/2024	Precast concrete - Not prestressed Channel Beam	3	78.00
39	873023	FAS 1632(CH 38)	W BR LITTLE WABASH R	24	3/9/2024	Concrete Slab	1	28.00
40	873047	CH 38(FAS 1632)	SEXSON BRANCH	24	3/9/2024	Steel Multi-beam	1	44.00
41	873164	TR 223	BILL'S CREEK	24	3/9/2024	Concrete Slab	1	30.00
42	873380	TR 223	SEXSON BRANCH	24	3/9/2024	Prestressed concrete Box beam - Multiple Adjacent	3	92.00
43	873435	TR 271 A	W BR LITTLE WABASH R	24	3/9/2024	Prestressed concrete Box beam - Multiple Adjacent	3	182.70
44	875011	FAS 1631(CH 9)	FLAT BRANCH	24	3/9/2024	Concrete Culvert	3	37.70
45	875035	FAS 1631(CH 9)	DRAKE CREEK	24	3/9/2024	Concrete Culvert	2	23.00
46	875036	FAS 1631(CH 9)	STREAM	24	3/9/2024	Concrete Culvert	2	22.00
47	875037	FAS 1632(CH 38)	STREAM	24	3/9/2024	Concrete Culvert	2	25.70
48	875048	FAS 1632(CH 38)	W BR LITTLE WABASH R	24	3/9/2024	Concrete Culvert	2	23.20
49	873020	TR 385	LITTLE WABASH	24	3/15/2024	Steel -	1	102.00
50	873038	TR 271 A	DRAKE CREEK BRANCH	24	3/15/2024	Steel Deck Girder (Load Path Non-Redundant System)	1	40.50
51	873186	TR 271	RICHLAND CREEK	24	3/15/2024	Steel Deck Girder (Load Path Non-Redundant System)	2	71.40
52	873199	TR 316	WOLF CREEK	24	3/15/2024	Steel Deck Girder (Load Path Non-Redundant System)	1	50.10
53	873202	TR 320	STREAM	24	3/15/2024	Steel Deck Girder (Load Path Non-Redundant System)	1	40.00
54	873203	TR 320	RICHLAND CREEK	24	3/15/2024	Steel Deck Girder (Load Path Non-Redundant System)	1	64.20
55	873217	TR 346	SAND CREEK	24	3/15/2024	Steel Deck Girder (Load Path Non-Redundant System)	1	60.00
56	873338	TR 73	WOLF CREEK	24	3/15/2024	Steel Deck Girder (Load Path Non-Redundant System)	1	25.00
57	873589	TR 312	Stream	48	3/20/2024	Prestressed concrete Box beam - Multiple Adjacent	1	60.40
58	873433	TR 327	LITTLE WABASH RIVER	48	3/23/2024	Prestressed concrete Box beam - Multiple Adjacent	2	119.00
59	873534	CH 23	GREEN CREEK	48	3/24/2024	Prestressed concrete Box beam - Multiple Adjacent	1	76.50
60	873588	TR-425	Green Creek	48	3/24/2024	Prestressed concrete Box beam - Multiple Adjacent	1	62.00
61	873437	TR 399 A	GREEN CREEK	48	3/25/2024	Concrete Culvert	2	26.30
62	873399	TR 283 A	DRAKE CREEK	48	3/26/2024	Prestressed concrete Box beam - Multiple Adjacent	3	104.00
63	873001	CH 3(FAS 642)	LAKE SHELBYVILLE	24	5/16/2024	Prestressed concrete Multi-beam	42	3171.70
64	875053	TR 385	GREEN CREEK	24	8/25/2024	Aluminum, wrought iron or cast iron Culvert	1	25.00
65	875054	TR 223	DRAKE CREEK	24	8/25/2024	Aluminum, wrought iron or cast iron Culvert	2	22.50
66	875055	TR 223	STREAM	24	8/25/2024	Aluminum, wrought iron or cast iron Culvert	2	27.20

SHELBY COUNTY
NBIS STRUCTURE LIST
2024

#	SN	FEATURE CARRIED	FEATURE CROSSED	ROUTINE INSPECTION		STRUCTURE INFO		
				INSPECTION INTERVAL (MONTHS)	INSPECTION DUE DATE(S)	MATERIAL / TYPE	# OF SPANS	LENGTH
67	875056	TR 131	STREAM	24	8/25/2024	Aluminum, wrought iron or cast iron Culvert	2	32.50
68	875057	TR 112B	STREAM	24	8/25/2024	Aluminum, wrought iron or cast iron Culvert	2	21.50
69	875058	TR 211A	STREAM	24	8/25/2024	Aluminum, wrought iron or cast iron Culvert	3	34.00
70	873597	CH 41	ROBINSON CREEK	24	11/23/2024	Prestressed concrete Box beam - Multiple Adjacent	3	107.00
71	873596	TR 235	Jordan Creek	24	11/29/2024	Prestressed concrete Box beam - Multiple Adjacent	1	70.00
72	New SN	tbd			11/1/2024			
73	New SN	tbd			11/1/2024			

Exhibit A – Hourly Rate Schedule

<u>Grade Classification of Employee</u>	<u>HLR 2023 Hourly Rate</u>
Principal	\$235.00
Engineer 6	215.00
Engineer 5	190.00
Engineer 4	180.00
Engineer 3	170.00
Engineer 2	140.00
Engineer 1	120.00
Structural 2	230.00
Structural 1	190.00
Technician 3	160.00
Technician 2	130.00
Technician 1	105.00
Intern/ Temp	70.00
Land Acquisition	170.00
Survey 2	160.00
Survey 1	125.00
Environmental 3	180.00
Environmental 2	135.00
Environmental 1	110.00
Administration 2	150.00
Administration 1	90.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2023. In the event services of the ENGINEER extend beyond December 31, 2023, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The stated upper limit of compensation will remain in effect.



Illinois Department of Transportation

Office of Highways Project Implementation / Region 4 / District 7
400 West Wabash / Effingham, Illinois 62401-2699

October 19, 2023

MOTOR FUEL TAX FUNDS
Shelby County
Section: 22-00295-00-BI

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

Dear Ms. Fox:

The Engineering Services Agreement entered into by Shelby County and Hampton, Lenzini & Renwick, Inc, 3085 Adlai Stevenson Drive, Springfield, IL 62703 for bridge inspection services of the above-referenced section is approved.

Very truly yours,

Jeffrey P Myers, P.E.
Region Four Engineer

By:



Brett Walker, P.E.
District Engineer of Local Roads & Streets

TLK

Attachment

cc: Michael Tappendorf, Shelby County Engineer
Hampton, Lenzini & Renwick, Inc

FILED
OCT 25 2023


SHELBY COUNTY CLERK

RESOLUTION NO.


2023-41

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for the Plans for Proposed Bridge Replacement Rebuild IL Funds, TR335A over Drainage Ditch, Section 20-15136-00-DR Prairie Township, Shelby County Klein Excavating based on their low bid submitted at a letting held October 3, 2023, of \$ 265,261.50 .

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

I Jessica Foy County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on Oct. 12, 2023.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 12th day of Oct. A.D. 2023.



COUNTY CLERK

Illinois Department of Transportation

County: SHELBY
 Municipality: PRAIRIE
 Section: 20-15136-00-DR
 Date: OCT 3, 2023
 Time: 10:00 am
 Appropriation: SHELBY HWY DEPT
 Attended by:
 Name and Address of Bidders:
 Approved Engineers Estimate:
 1-1 C-Hill Civil Contractors Inc
 P. O. Box 58
 Campbell Hill, IL 62916
 1-2 Klein Excavating
 387 N 1600 E Rd
 Pana, IL 62557
 1-3 Plocher Construction
 2808 Thole-Plocher Rd
 Highland, IL 62249

Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20200100	EARTH EXCAVATION		CU YD	52.00	50.00	2,600.00	200.00	10,400.00	64.00	3,328.00	52.00	2,704.00
25000200	SEEDING CLASS 2		ACRE	0.10	5,000.00	500.00	25000.00	2,500.00	5000.00	500.00	20100.00	2,010.00
25000400	NITROGEN FERTILIZER NUTRIENT		POUND	9.00	6.00	54.00	5.00	45.00	6.00	54.00	1.80	14.40
25000500	PHOSPHORUS FERTILIZER NUTRIENT		POUND	9.00	6.00	54.00	5.00	45.00	6.00	54.00	1.80	14.40
25000600	POTASSIUM FERTILIZER NUTRIENT		POUND	9.00	6.00	54.00	5.00	45.00	6.00	54.00	1.80	14.40
25100115	MULCH METHOD 2		ACRE	0.10	5,000.00	500.00	25000.00	2,500.00	500.00	500.00	20100.00	2,010.00
28000250	TEMP EROSION CONTROL SEEDING		POUND	20.00	10.00	200.00	10.00	200.00	5.00	100.00	18.00	360.00
28100207	STONE RIPRAP CLASS A4		TON	175.00	70.00	12,250.00	100.00	17,500.00	101.00	17,675.00	165.00	28,875.00
35101400	AGG BASE CSE TYPE B		TON	190.00	40.00	7,600.00	45.00	8,550.00	50.00	9,500.00	58.00	11,020.00
50100100	REMOVAL OF EXISTING STRUCTURE		EACH	1.00	15,000.00	15,000.00	15000.00	15,000.00	11775.00	11,775.00	33250.00	33,250.00
50900205	STEEL RAILING TYPE S1		FOOT	64.00	150.00	9,600.00	250.00	16,000.00	270.00	17,280.00	249.00	15,936.00
59100100	GEOCOMPOSITE WALL DRAIN		SQ YD	57.00	50.00	2,850.00	50.00	2,850.00	15.50	883.50	27.00	1,539.00
67100100	MOBILIZATION		L SUM	1.00	15,000.00	15,000.00	22253.00	22,253.00	12000.00	12,000.00	40572.80	40,572.80
72501000	TERMINAL MARKERS - DIRECT APPLIED		EACH	4.00	45.00	180.00	50.00	200.00	55.00	220.00	50.00	200.00
X0324028	GROUT FOR USE WITH RIPRAP		CU YD	25.00	500.00	12,500.00	450.00	11,250.00	275.00	6,875.00	500.00	12,500.00
X0900064	MEMBRANE WATERPROOFING SYSTEM FOR BURIED STR. THREE-SIDED PRE-CAST CONCRETE STRUCTURE (SPECIAL)		SQ YD	57.00	50.00	2,850.00	150.00	8,550.00	35.00	1,995.00	90.00	5,130.00
			FOOT	28.00	8,000.00	208,000.00	8000.00	208,000.00	7018.00	182,468.00	12000.00	312,000.00
	Total Bid Corrected					289,792.00		325,888.00		265,261.50		489,150.00
	Total Bid as Submitted							325,888.00		265,261.00		489,150.00

I certify that the above is a true tabulation of the bids publicly opened and read aloud at 10:00 A.M. on October 3, 2023

Michael A Tappendor, P.E.



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract Proposal**



COVER SHEET

Proposal Submitted By:
Contractor's Name
John J. Klein d/b/a Klein Excavating

Contractor's Address
387 N. 1600 E Rd

City
Pana

State
IL

Zip Code
62557

STATE OF ILLINOIS

Local Public Agency
Prairie Township

County
Shelby

Section Number
20-15136-00-DR

Route(s) (Street/Road Name)
TR 335A (600 N)

Type of Funds
Rebuild IL

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature
[Redacted Signature]

Date
9-13-23

Submitted/Approved

County Engineer/Superintendent of Highways
[Redacted Signature]

Date
9-13-2023

For a Municipal Project

Submitted/Approved/Passed

Signature
[Redacted Signature]

Date
[Redacted Date]

Official Title
[Redacted Title]

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature
[Redacted Signature]

Date
09/18/23

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Prairie Township	Shelby	20-15136-00-DR	TR 335A (600 N)

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of County Engineer
 Name of Office
1590 IL-16, Shelbyville, IL 62565 until _____ on _____
 Address Time Date

Sealed proposals will be opened and read publicly at the office of County Engineer
 Name of Office
1590 IL-16, Shelbyville, IL 62565 at _____ on _____
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
2.7 Mi. N of Stewardson, R5E T10N SEC 15 and 22, 3rd PM	175 Feet

Proposed Improvement
 The proposed work consists of a complete replacement of the existing bridge. The proposed structure replacement option consists of a 3-sided structure. The structure will be built on a 0 degree skew, have a 16' span and a 24' clear width.

1. Plans and proposal forms will be available in the office of
County Engineer, 1590 IL-16, Shelbyville, IL 62565

2. Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Prairie Township	Shelby	20-15136-00-DR	TR 335A (600 N)

PROPOSAL

1. Proposal of John J. Klein d/b/a Klein Excavating
Contractor's Name
387 N. 1600 E. Rd. Pana IL 62557
Contractor's Address
2. The plans for the proposed work are those prepared by Civil Design Inc., 307 E. Washington St., Effingham IL. 62401 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 20 working days or by _____ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of Shelby County
The amount of the check is Bid Bond Attached (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 20-15136-00-DR

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Prairie Township	Shelby	20-15136-00-DR	TR 335A (600 N)

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.


A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Prairie Township	Shelby	20-15136-00-DR	TR 335A (600 N)

SIGNATURES

(If an individual)

Signature of Bidder	Date	
	9/29/23	
Business Address		
387 N. 1600 E. Rd.		
City	State	Zip Code
Pana	IL	62557

(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert Names of Officers

President

Attest:

Secretary

Secretary

Treasurer



Schedule of Prices



Contractor's Name

John S. Klein D/B/A Klein Excavating

Contractor's Address

387 N. 1600 E Rd

City

Pana

State

IL

Zip Code

62557

Local Public Agency

Prairie Township

County

Shelby

Section Number

20-15136-00-DR

Route(s) (Street/Road Name)

TR 335A

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	52	64.00	3328.00
25000200	SEEDING, CLASS 2	ACRE	0.1	5000.00	500.00
25000400	NITROGEN FERT NUTRT	POUND	9	6.00	54.00
25000500	PHOSPHORUS FERT NUTRT	POUND	9	6.00	54.00
25000600	POTASSIUM FERT NUTRT	POUND	9	6.00	54.00
25100115	MULCH, METHOD 2	ACRE	0.1	5000.00	500.00
28000250	TEMP EROSION CTRL SEED	POUND	20	5.00	100.00
28100207	STONE RIPRAP, CLASS A4	TON	175	101.00	17,675.00
35101400	AGG BASE COURSE, TYPE B	TON	190	50.00	9,500.00
50100100	REM EXISTING STRUCTURE	EACH	1	11,775.00	11,775.00
50900205	STEEL RAILING, TYPE S1	FOOT	64	270.00	17,280.00
59100100	GEOCOMPOSITE WALL DRN	SQ YD	57	15.50	883.50
67100100	MOBILIZATION	L SUM	1	12,000.00	12,000.00
72501000	TERMINAL MARKER - DA	EACH	4	55.00	220.00
X0324028	GROUT FOR USE W RIPRAP	CU YD	25	275.00	6,875.00
X0900064	MEMBRANE WATERPRF SYS	SQ YD	57	35.00	1,995.00
	THREE SIDED PRECAST STR	FOOT	26	7018.00	182,468.00
Bidder's Total Proposal					#265,261.00

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Prairie Township	Shelby	20-15136-00-DR	TR 335A

3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
Prairie Township	Shelby	20-15136-00-DR

WE, John Klein DBA Klein Excavating as PRINCIPAL, and Old Republic Surety as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 02 of 10/23 Day Month and Year

Principal

Company Name
Signature
Date
Title

Company Name
Signature
Date
Title

By: [Redacted] 10/3/23
Owner

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

Surety

Name of Surety

Signature of Attorney-in-Fact
Date

By: [Redacted] 10/2/23

STATE OF IL
COUNTY OF

Cristy Gilpin, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of 10 | 2023 Day Month and Year



Notary Public Signature
[Redacted]
Date commission expires 1/20/2027





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **DARREN D. REYNOLDS, BRITTANY PURCELL** of SHELBYVILLE, IL



its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED ONE MILLION (\$1,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18th day of April, 2023.

OLD REPUBLIC SURETY COMPANY

[Redacted signature]

Assistant Secretary



[Redacted signature]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Redacted signature]

Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-4868

Signed and sealed at the City of Brookfield, WI this 02 day of October, 2023

[Redacted signature]

Assistant Secretary

ORSC 22262 (3-06)



Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
Prairie Township	Shelby	TR 335A	20-15136-00-DR

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Klein Excavating
 Certificate of Registration # IL 0006-080045 with Dept. of Labor
~~Truck Driver Heavy~~ (Truck Driver Heavy)

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

John J. Klein Owner operator
 Kathleen Klein Owner operator

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
John J. Klein d/b/a Klein Excavating		9/29/23
Title		
Owner		
Address	City	State Zip Code
387 N. 1600 E. Rd.	Pana	IL 62557



Illinois Department of Transportation

Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
Prairie Township	Shelby	TR 335A	20-15136-00-DR

I, John J. Klein of Pana, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the owner of Klein Excavating.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Klein Excavating, will maintain a business office in the
Bidder
 State of Illinois, which will be located in Christian County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
	9-28-23
Print Name of Affiant	
John J. Klein	

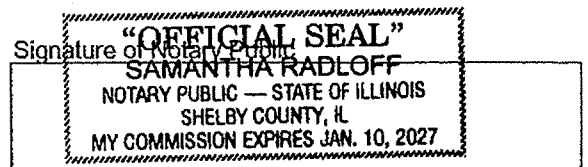
Notary Public

State of IL
 County Shelby

Signed (or subscribed or attested) before me on 9-28-23 by
(date)

Samantha Radloff / John Klein, authorized agent(s) of
(name/s of person/s)

 Bidder



(SEAL)

My commission expires _____



Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Shelby County	Shelby	TR 335A (600N)	20-15136-00-DR

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

We, Klein Excavating
Contractor's Name and Address

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

Old Republic Surety Company, 18500 W. Corporate Drive, Brookfield, WI
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
Two hundred sixty five thousand, two hundred sixty one dollars.

Dollars (\$265,261.00) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 17 day of 10/23
Day Month and Year

PRINCIPAL

Company Name
Klein Excavating

By
Signature & Date
[Signature] 10/17/23

Attest
Signature & Date
[Signature] 10/17/23 POA

Company Name

By
Signature & Date

Attest
Signature & Date

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

STATE OF IL

COUNTY OF Shelby

I, CRISTY GILPIN, a Notary Public in and for said county, do hereby certify that

Notary Name

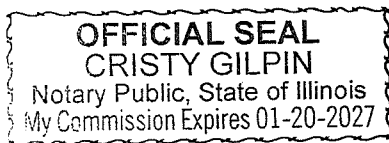
Klein Excavating (owner-John Klein)

Insert name of Individuals signing on behalf of PRINCIPAL

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

Given under my hand and notarial seal this 17 day of 10 / 23 Month, Year

(SEAL)



Notary Public Signature & Date

[Redacted Signature]

Date commission expires 01-20-2027

SURETY

Name of Surety

Old Republic Surety

Title

By:

BOA
[Redacted Signature]



STATE OF IL

COUNTY OF Shelby

I, CRISTY GILPIN, a Notary Public in and for said county, do hereby certify that

Notary Name

BRITTANY PURCELL - Power of Attorney

Insert name of Individuals signing on behalf of SURETY

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

Given under my hand and notarial seal this 17 day of 10 / 23 Month, Year

(SEAL)



Notary Public Signature & Date

[Redacted Signature]

Date commission expires 01-20-2027

Approved this _____ day of _____ Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

[Redacted Signature]

Awarding Authority Signature & Date

[Redacted Signature]

[Redacted Signature] 10/24/23

Shelby County Clerk
Local Public Agency Type



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **DARREN D. REYNOLDS, BRITTANY PURCELL** of SHELBYVILLE, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED ONE MILLION (\$1,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18th day of April, 2023.

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-4868



Signed and sealed at the City of Brookfield, WI this 17 day of October, 23.


Assistant Secretary

ORSC 22262 (3-06)

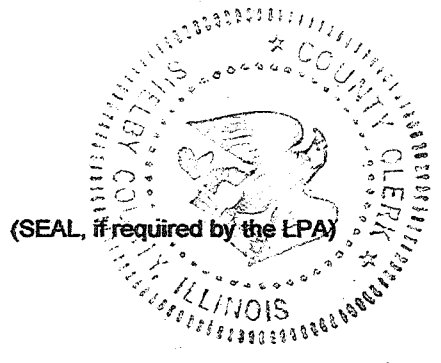
Local Public Agency	Local Street/Road Name	County	Section Number
Shelby County	TR 335A (600N)	Shelby	20-15136-00-DR

- THIS AGREEMENT, made and concluded the _____ day of _____ between the County _____ of Shelby _____, known as the party of the first part, and Klein Excavating _____, its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 20-15136-00-DR in Shelby County _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.


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

Clerk Signature & Date
 10/24/23


(SEAL, if required by the LPA)




(SEAL, if required by the LPA)


Attest:
 Secretary Signature & Date


(SEAL, if required by the LPA)

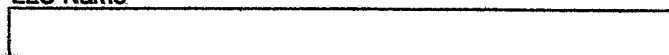
Party of the First Part Signature & Date
 By: 


(If a Corporation)

Corporate Name


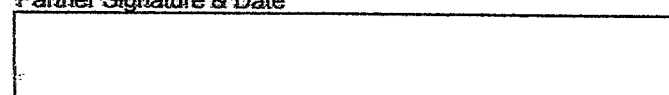
President, Party of the Second Part Signature & Date
 By: 

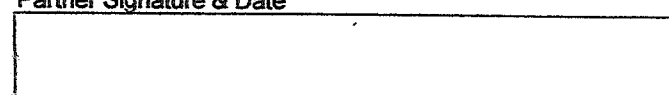
(If a Limited Liability Corporation)


LLC Name


Manager or Authorized Member, Party of the Second Part
 By: 


(If a Partnership)

Partner Signature & Date


Partner Signature & Date


Partners doing Business under the firm name of
 Party of the Second Part


(If an individual)

Party of the Second Part Signature & Date
 10-16-2023



Local Public Agency Formal Contract

Contractor's Name

Klein Excavating

Contractor's Address

387N. 1600 E Rd

City

Pana

State

IL

Zip Code

62557

STATE OF ILLINOIS

Local Public Agency

Shelby County

County

Shelby

Section Number

20-15136-00-DR

Street Name/Road Name

TR 335A (600N)

Type of Funds

Rebuild IL

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Redacted Signature] 10-24-23

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Redacted Signature] 10-17-2023

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Redacted Signature]

Official Title

[Redacted Title]

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

[Redacted Signature]

RESOLUTION NO. 2023-42

WHEREAS, THE SHELBY COUNTY HIGHWAY DEPARTMENT has:

1. 2001 Ford F-150 VIN: 1FTRF17W11KF60203 Shelby County Highway Department Vehicle that is not needed
2. 1998 International 4900 – 4x2 Dump Truck VIN: 1HTSDAAN7WH552914 (Condition Scrap – Motor, Transmission, Doors and other items are in unknown status). That is not needed.
3. Desk, Drafting Desk, File Cabinets, Other Cabinets that are not needed.

THEREFORE, BE IT RESOLVED that the County Board of Shelby County, give the Shelby County Highway Department permission to declare the above listed items and equipment as surplus and the right to take bids on the disposition of same. It shall be authorized to sell or dispose of the items of property upon such terms and conditions as the County Engineer Sees Fit.

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

I, Jessica Fox County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on Oct. 12, 2023 IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 12th day of Oct. A.D. 2023.


COUNTY CLERK

AFSCME proposal for wage increases for Shelby County Highway Laborers

Effective May 31, 2023 the minimum rate for all highway laborers holding a class B CDL will be \$20/hour. The minimum rate for all highway laborers holding a class A CDL will be \$21/hour.

All existing Highway Laborers will receive a \$2/hour wage increase. Those making below the new minimums will receive \$2/hour above the minimum for their class of CDL.

Any Highway employee who subsequently achieves a class A CDL will receive a \$1/hour wage increase effective on the date their class A license is issued.

The Employer will bear the cost for any Highway employee to get a class A CDL.

RESOLUTION NO. 2023-43

WHEREAS, THE SHELBY COUNTY HIGHWAY DEPARTMENT has requested the consideration of the proposal as set forth by AFSCME named "AFSCME Proposal 10-03-2023" (attached and made apart herein) which is set forth for Shelby County Highway Union Employees only and is an amendment named "Agreement between County of Shelby, A body politic, Shelby County board of health and the County Clerk-Recorder, Supervisor of Assessments, Circuit Clerk and treasurer-collector of Shelby county co-employers, and, American federation of state, county, and municipal employees union, council 331, AFL-CIO on behalf of and with Local 3323 for certified job classifications in the health department, highway department, and the offices of county clerk-recorder, supervisor of assessments, circuit clerk and treasurer-collector, effective September 1, 2021 to August 31, 2024" Filed Oct 01, 2021.

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

I, Jessica Fox County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on Oct. 12, 2023 IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 12th day of Oct. A.D. 2023.


COUNTY CLERK

Regarding State Public ACT 102-1123

A County may **NOT** establish standards for Commercial Wind or Solar Energy that are MORE restrictive than the state.

May **NOT** require standards for construction, decommissioning, deconstruction, or financial assurances that are more restrictive than those included in the State's AIMA.

A request for a permit **SHALL** be approved if the request is in compliance with 102-1123.

Cannot enforce a property value guarantee or insist on a property devaluation escrow account.

Application fees imposed must be reasonable and consistent with fees for projects of similar capital value and cost.

VERBIAGE to remember:

I have attempted to include language that separates the difference between individual, community, and commercial use or a mixture of any or all.

- Solar/Wind Energy Conversion System – General description of a Solar panel assembly or Wind Turbine that applies to all.
- Private/Individual – Energy conversion system that is to be constructed for the sole purpose of generating energy for the property it is constructed on.
- Commercial Energy Facility – Any device or assembly of devices for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.
- Energy Facility – Any device or assembly of devices for generating electricity not solely for consumption on the property on which the device or devices reside. Applies to both Community and Commercial but not private/individual.

SHELBY COUNTY, ILLINOIS

AMENDMENT TO
ZONING
ORDINANCE OF
SHELBY COUNTY, ILLINOIS 2023

No. 23- 05- "O"

ADOPTED:

Published in pamphlet form by
authority of The County Board of
Shelby County, Illinois,

this 12th day of October, 2023

Prepared
for

The Shelby County Zoning Board
of Appeals

The County Board of Shelby County

AN ORDINANCE PROVIDING FOR THE PLACEMENT OF SOLAR ENERGY CONVERSION SYSTEMS

WHEREAS an application for amendment to the Zoning Ordinance of Shelby County has been made by the Zoning Administrator and said application was referred to the Shelby County Zoning Board of Appeals for public hearing at its meeting on September 28th, 2023, recommended such amendments be approved by the Shelby County Board; and

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

WHEREAS, after due consideration, it is the determination of the Shelby County Board that such amendments be made to the Zoning Ordinance of Shelby County; and

WHEREAS, the Zoning Ordinance of Shelby County, No. 05-05 provides for the setting of certain fees to be charged by and paid to Shelby County for various zoning applications, permits and appeals; and

WHEREAS this ordinance shall be published in pamphlet form;

NOW, THEREFORE, BE IT ORDAINED by the Shelby County Board that the aforementioned Zoning Ordinance be amended as follows:

ARTICLE II Sub-Section 19 SOLAR FARMS shall be replaced with the following

ARTICLE II §19. SOLAR ENERGY CONVERSION SYSTEMS STANDARDS

A. DEFINITIONS

1. **Abandonment** - When Deconstruction has not been completed within 12 months after the Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Solar Energy Facility shall be presumed to have reached the end of its useful life if the Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.
2. **Aboveground Cable** - Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
3. **Agricultural Impact Mitigation Agreement (AIMA)** - The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA).
4. **Commercial Solar Energy Facility** - Means any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on

which the device or devices reside.

5. **Commercial Solar Energy Facility Owner** - Means a person or persons with a direct ownership interest in a commercial solar energy facility regardless of whether that person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility and/or the person who is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility regardless of whether the person will own or operate the facility.
6. **Construction** - The installation, preparation for installation and/or repair of a Solar Energy Facility.
7. **County** - Shelby County, Illinois
8. **Deconstruction** - The removal of a Solar Energy Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
9. **Financial Assurance** - Means a financial security in the form of a surety bond (performance and payment bond), or a cash escrow account that names Shelby County as the beneficiary.
10. **Facility Owner** - Means a person or persons with a direct ownership interest in a solar energy facility regardless of whether that person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility and/or the person who is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility regardless of whether the person will own or operate the facility.
11. **Landowner** - Any person with an ownership interest in real property.
12. **Non-Participating Property** - Means real property that is not participating property.
13. **Occupied Building** - Means a residence or community building that is existing and occupied on the date that the application for a permit to develop a Solar Energy Conversion System is filed with the county; houses, schools, places of worship, day care facility, public library, community center, etc.
14. **Participating Property** – Means real property that is the subject of a written agreement between a facility owner and the owner of the real property that provides the facility owner an easement, option, lease, or license to use the real property for the purpose of construction a Solar Energy Facility or supporting facilities. Also includes real property that is owned by an individual or a facility owner, for the purpose of constructing a Solar Energy Facility or any Solar Energy Conversion System.
15. **Private use** – A Solar Energy Conversion System that is to be constructed for the sole purpose of generating energy for the property it is constructed on.
16. **Professional Engineer** - An engineer licensed to practice engineering in the State of Illinois.
17. **Solar Energy Conversion System** – Means any device or assembly of devices that is

ground installed and uses solar energy from the sun for generating electricity.

18. **Solar Energy Facility** - Means any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity and not solely for consumption on the property on which the device or devices reside.
19. **Underlying Agreement** - The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.
20. **Underground Cable** - Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Solar Energy Facility or from a Commercial Solar Energy Facility to the electric grid.

B. APPLICABILITY

1. No person shall construct or operate a ground mounted Solar Energy Conversion System without having fully complied with the provisions of this section.
2. Ground mounted Solar Energy Conversion Systems are only allowed pursuant to a Special Use Building Permit on Agriculturally zoned areas as determined by the Shelby County Zoning Administrator.

C. DESIGN STANDARDS FOR SOLAR ENERGY CONVERSION SYSTEMS

1. Solar Energy Facilities shall construct, decommission, and deconstruct facilities based on the regulations of the required Agricultural Impact Mitigation Agreement through the Illinois Department of Agriculture.
2. All Solar Energy Conversion Systems shall adhere to the following setbacks.
 - a. No less than 50 feet to the nearest point on the property line of nonparticipating property.
 - b. No less than 150 feet from the nearest point on the outside wall of any Occupied Community Buildings and Dwellings on Nonparticipating Properties.
 - c. No less than 50 feet from the nearest edge of any Public Road Right-of-Way.
 - d. No less than 150 feet from any underground pipeline or supporting facility.
3. Any Solar Energy Conversion System shall not produce noise pollution greater than the standards set by the Illinois Pollution Control Board.

4. Any Solar Energy Conversion System shall be enclosed by fencing having a height of at least 6 feet and no more than 25 feet.
5. Any Solar Energy Conversion System shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission.
6. Wherever applicable, DC power lines shall be buried beneath the ground in accordance with the Agricultural Impact Mitigation Agreement.

D. PERMITTING PROCESS

1. Anyone wishing to construct, modify, move, or replace a solar energy conversion system or any of its components shall obtain a special use building permit before commencing such work.
2. Applications for a special use building permit for a private use Solar Energy Conversion System may be granted by the Zoning Administrator.
3. All applications for a special use building permit for a Solar Energy Facility shall be referred to the Shelby County Planning Commission for a public hearing and;
 - a. Notice of the hearing shall be given by the applicant or Facility Owner to all property owners within 250 feet of the proposed project by certified mail with return receipt no less than 15 days before the hearing.
 - b. Notice shall be published in a paper of general circulation in Shelby County no less than 15 days before the hearing.
 - c. The Shelby County Planning Commission, after reviewing the proposed project, shall either recommend approval, approval with modifications or denial to the Shelby County Board. The County Board, at their next regularly scheduled meeting, shall approve, approve with modifications, or deny the proposed project.

E. APPLICATION REQUIREMENTS

1. The following information shall be provided with all applications for a special use building permit for ground mounted Solar Energy Conversion Systems.
 - a. Project summary, including, to the extent available: The general location of the project including location, quantity, and spacing of solar panels.
 - b. Existing property lines, and property lines extending 150 feet from the exterior

boundaries, including the names of adjacent property owners.

- c.** The maximum generation capacity.
 - d.** Maximum height.
 - e.** Public, private, and proposed access roads, showing widths of the roads and any associated easements.
 - f.** Existing buildings and any impervious surfaces.
 - g.** Waterways, watercourses, lakes, and public water wetlands including any delineated wetland boundaries.
 - h.** Planned location of underground and/or overhead electric lines connecting the solar farm to a building, substation, or other electric load.
 - i.** The manufacturer of the Solar Energy Conversion System and contact information.
 - j.** A description of the method of connecting the solar array to a building or substation.
 - k.** Location of any underground Pipelines within 500 feet of the facility.
- 2.** All Applications for a special use permit for a Solar Energy Facility shall also provide the following.
- a.** A copy of the underlying agreement with the landowner.
 - b.** Proof of all applicable state and federal regulatory standards including the Uniform Building Code as adopted by the State of Illinois, The Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture, the National Electrical Code as adopted by the State of Illinois, The National Electrical Safety Code, Illinois Commerce Commission, Federal Energy Regulatory Commission, EPA regulations (noise, hazardous waste, construction, storm water; etc.) and any other statutory or regulatory requirements.
 - c.** All contact information including name, phone number, and address of the Facility Owner, current property owner, lessor, lessee, the interconnecting utility company, and buyer of the power, if applicable and if this information can be disclosed publicly.
 - d.** A Commercial Solar Energy Facility Owner shall provide proof of a Vegetative Management Plan that, for the life of the facility, establishes and maintains vegetative ground cover consistent with the goals of the Pollinator-Friendly Solar Site Act.
 - e.** A Commercial Solar Energy Facility Owner shall provide evidence of entering into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
 - f.** A Commercial Solar Energy Facility Owner shall provide results of consultation with

the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.

- g.** A Commercial Solar Energy Facility Owner shall provide results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review.
- h.** A Commercial Solar Energy Facility Owner shall provide results and recommendations from consultation with the Illinois Department of Natural Resources that are obtained through the Ecological Compliance Assessment Tool (EcoCAT) or a comparable successor tool.

F. OPERATIONS

1. Interference

- a.** If, after construction of the SECS, the Owner or Operator receives a written complaint related to interference with local broadcast residential television via public broadcast and or dish, RTK Ag Correction Signal, Machine to Machine sync communication, wireless data transfer communication, phone, internet, business ban radio, the Owner or Operator shall rectify the issue within 30 days.

2. Coordination with Local Fire Department

- a.** A Facility Owner shall submit to the local emergency responders a copy of the Site Plan, Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs), and any amendments to such documents, for a Solar Energy Facility so that emergency management services that have clear jurisdiction control over each site may evaluate and coordinate their emergency response plans with the Facility Owner of the Solar Energy Facility
- b.** The Facility Owner shall cooperate with all local emergency responders to develop an emergency response plan. The plan shall include, at a minimum, 24-hour contact information including names, titles, email addresses, and phone numbers for the Facility Owner and/or Operator.
- c.** The Facility Owner, at its expense, shall be responsible for any interference caused by the Solar Energy Facility on any applicable Emergency Response entity. Such interference shall be cause for immediate shutdown of the facility until the source of interference can be removed, altered, or replaced.
- d.** Nothing in this section shall alleviate the need to comply with all other applicable life safety, fire / emergency laws and regulations.

G. PROCEDURES

1. Financial Assurance. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Solar Energy Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

- a. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
- b. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
- c. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.
- d. Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Solar Energy Facility may only be used to reduce the estimated costs of Deconstruction if the Shelby County Board agrees that all interests in the salvage value are subordinate or have been subordinated to that of Shelby County if Abandonment occurs.

2. Arbitration

- a. In the event a dispute arises as to satisfaction of the forgoing conditions to this special ordinance, such dispute may be resolved judicially or may at the request of the petitioner, county, or the aggrieved party, be resolved pursuant to binding arbitration in accordance with the procedures of the American Arbitration Association by an independent arbitrator acceptable to petitioner and the County or aggrieved party, as applicable. If petitioner and the County or the aggrieved party, as applicable, are unable to agree on an arbitrator, then each such party shall choose an independent arbitrator and their respective choices shall then choose an arbitrator. This condition shall not bind an aggrieved party, other than the County or petitioner, to submit to arbitration. The applicant is responsible for any and all arbitration costs and expenses.

3. Violations

- a. Any person, firm, corporation, agent, employee, or contractor of such, who violates, disobeys, omits, neglects, or refuses to comply with, or who resists enforcement of any provision of this Ordinance shall be in violation, and shall be subject to a fine of not more than five hundred dollars (\$500.00) for each

offense. Each week a violation continues to exist shall constitute a separate offense. The Shelby County Zoning Administrator shall be responsible for the administration and enforcement of the regulations of this Ordinance. The Shelby County State's Attorney shall prosecute violations of this Ordinance for the County.

4. Public Participation

- a. Nothing in this Ordinance is meant to augment or diminish existing opportunities for public participation.

5. Severability

- a. If any section, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the remaining portions of this Ordinance.

6. Indemnification

- a. The Applicant or Facility Owner shall defend, indemnify, and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers, and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including reasonable attorney's fees, relating to or arising out of the special use permit application process and public hearing for the application, the issuance of the Special Use Permit, and the construction, operation, maintenance and removal of the Solar Energy Conversion System/s and affiliated equipment. This includes, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract, tort, or any violations of local, state, or federal law, including the Illinois Constitution and the United States Constitution (including without limitation strict liability or negligence) or any acts or omissions of the Applicant, Facility Owner, or the Operator under this Ordinance or the Special Use Permit. This general indemnification shall not be construed as limiting or qualifying the County's other indemnification rights available under the law.

7. Re-imbursement

- a. The Applicant, Facility Owner, or Operators shall reimburse the County for any and all reasonable engineering fees incurred if the County, in its sole discretion, deems it necessary to hire an outside engineering consulting firm to work on any or all parts of the Solar Energy Conversion System/s Application Process and for the lifetime of the facility.

8. Delegation

- a. Notwithstanding any other provision in this Zoning Code, the Chairman of the Zoning Board of Appeals, in his sole discretion, is authorized to delegate to a third party (the "Presiding Officer") the Chairman's authority to preside over the public hearing on an application for a special use permit to site a Solar Energy Conversion System for the purpose of ensuring an orderly public hearing consistent with Illinois statutes and Constitution, Shelby County ordinances, and the Articles of Rules and Procedure of the ZBA, and to rule on evidentiary and procedural disputes in the public hearing. The Presiding Officer must be an attorney in good standing with the Illinois bar. The Presiding Officer does not have any power to vote or deliberate on the pending application for special use permit, or to otherwise contribute to the Advisory Report of the Zoning Board of Appeals, such authority being expressly reserved to the ZBA. Applicant, Owner, or Operator shall pay the fees of the Presiding Officer and shall deposit a retainer with the Presiding Officer as a condition to the public hearing commencing, unless other terms are agreed upon in writing between the Presiding Officer and the Applicant, Facility Owner, or Operator.

9. Remedies

- a. The Applicant's, Facility Owner's, or Operator's failure to materially comply with any of the above provisions shall constitute a default under the Ordinance.
- b. Prior to implementation of the existing County procedures for the resolution of such default(s), the appropriate County body shall first provide written notice to the Owner, Facility Owner, and Operator, setting forth the alleged default(s). Such written notice shall provide a time period, not to exceed 60 days, for good faith negotiations to resolve the alleged default(s).
- c. If the County determines in its sole discretion, that the parties cannot resolve the alleged default(s) within the good faith negotiation period, the County shall have the right to rescind the permit for the Solar Energy Conversion System, take the actions allowed in the County Ordinance or take any other action permitted by law or in equity.

10. Fees

- a. A fee may be assessed and collected for a special use building permit for the placement of a ground mounted Solar Energy Conversion System dependent on energy production.

- 0-50 Kw \$125.00
- 51-250 Kw \$500.00
- 251-500 Kw \$1000.00

- 501kw-999Kw \$2500.00
- 1Mw-2Mw \$5000.00 plus \$500 for each additional 100 kw or \$5000 per MW

BE IT FINALLY ORDAINED, that the Board reserves the express right to change, modify or terminate these regulations and procedures at any time, in whole or in part, for any reason, with or without prior notice upon its own unilateral act.

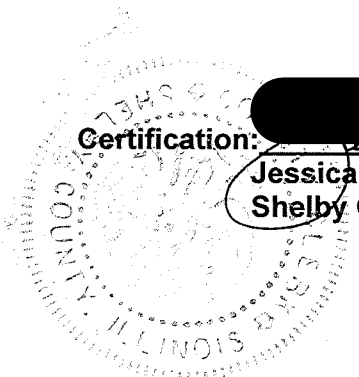
This Ordinance shall become effective immediately upon passage from the Shelby County Board.

PRESENTED, APPROVED, AND ADOPTED, by the County Board of the County of Shelby, Illinois at a regular meeting thereof held on the 12th day of Oct, 2023.


Chairman,
Shelby County Board,
Shelby County, Illinois


Certification:

Jessica Fox
Shelby County Clerk and Recorder



SHELBY COUNTY, ILLINOIS

AMENDMENT TO
ZONING
ORDINANCE OF
SHELBY COUNTY, ILLINOIS 2023

No. 23-06-"0"

ADOPTED:

Published in pamphlet form by
authority of The County Board of
Shelby County, Illinois,

this 12th day of October, 2023

Prepared
for

The Shelby County Zoning Board
of Appeals

The County Board of Shelby County

AN ORDINANCE PROVIDING FOR THE PLACEMENT OF WIND ENERGY CONVERSION SYSTEMS

WHEREAS an application for amendment to the Zoning Ordinance of Shelby County has been made by the Zoning Administrator and said application was referred to the Shelby County Zoning Board of Appeals for public hearing at its meeting on September 28th, 2023, recommended such amendments be approved by the Shelby County Board; and

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

WHEREAS, after due consideration, it is the determination of the Shelby County Board that such amendments be made to the Zoning Ordinance of Shelby County; and

WHEREAS, the Zoning Ordinance of Shelby County, No. 05-05 provides for the setting of certain fees to be charged by and paid to Shelby County for various zoning applications, permits and appeals; and

WHEREAS this ordinance shall be published in pamphlet form;

NOW, THEREFORE, BE IT ORDAINED by the Shelby County Board that the aforementioned Zoning Ordinance be amended as follows:

ARTICLE II §16 WIND ENERGY SYSTEM STANDARDS shall be replaced with the following.

ARTICLE II §16. WIND ENERGY CONVERSION SYSTEMS STANDARDS

A. DEFINITIONS

1. **Abandonment** - Occurs when Deconstruction has not been completed within 18 months after the wind energy facility reaches the end of its Useful Life.
2. **Aboveground Cable** - Means Electrical power lines installed above grade to be utilized for conveyance of power from the Wind Turbine(s) to the Wind Facility substation.
3. **Agricultural Impact Mitigation Agreement (AIMA)** - The Agreement between the Commercial Wind Energy Facility Owner and the Illinois Department of Agriculture.
4. **Agricultural Land** - Land used for Cropland, hayland, pasture land, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs used for purposes as set forth above.

5. **Applicant/Petitioner** - Means the entity or person who submits to the county an application for the siting of any Wind Energy Conversion System or supporting facilities.
6. **Commercial Operation Date** -The calendar date on which the Commercial Wind Energy Facility produces power for commercial sale, not including test power. Within ten (10) calendar days of the Commercial Operation Date, the Commercial Wind Energy Facility Owner shall notify the County of the Commercial Operation Date in writing.
7. **Commercial Wind Energy Facility** - Means a Wind Energy Facility constructed for the primary purpose of wholesale, retail sale, or any other form of monetary gain from the sale of electricity.
8. **Construction** – The installation, preparation for installation and/or repair of a Wind Energy Facility.
9. **County** – Shelby County, Illinois.
10. **Cropland** – Land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland, but is currently in a government set-aside program and pastureland comprised of Prime Farmland.
11. **Deconstruction** - The removal of a Wind Energy Facility from the property of a Landowner and the restoration of that property. The terms “Deconstruction” and “Decommissioning” have the same meaning and, therefore, may be interchanged with each other.
12. **Department** - The Illinois Department of Agriculture (IDOA).
13. **FAA** - Federal Aviation Administration
14. **Facility** - A Wind Energy Conversion System consisting of two or more Wind Towers and any substations or supporting facilities.
15. **Facility Owner** - Means:
 - a. A person with a direct ownership interest in a Wind Energy Facility regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility.
 - b. A person who is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility.
16. **Financial Assurance** - Means a financial security in the form of a surety bond (performance and payment bond), or a cash escrow account that names Shelby County as the beneficiary.
17. **Landowner** - Any person with an ownership interest in real property.
18. **Nonparticipating property** - Means real property that is not a participating property.

- 19. Nonparticipating residence** - Means a residence that is located on Nonparticipating property and that is existing and occupied on the date that an application for a permit to develop the Wind Energy Conversion System is filed with the county.
- 20. Occupied Community Building** - Means any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop any Wind Energy Conversion System is filed with the county: a school, place of worship, day care facility, public library, or community center.
- 21. Operator** - Means the entity responsible for the day-to-day operation and maintenance of the WECS, including any third-party subcontractors.
- 22. Owner** – A person with a direct ownership interest in a Wind Energy Conversion System.
- 23. Participating Property** - Means real property that is the subject of a written agreement between a Facility Owner and the owner of the real property that provides the Facility Owner an easement, option, lease, or license to use the real property for the purpose of constructing a Wind Energy Conversion System or Supporting Facilities. Also includes real property that is owned by a Facility Owner for the purpose of constructing a Wind Energy Conversion System or Supporting facilities.
- 24. Participating Residence** - Means a residence that is located on Participating property and that is existing and occupied on the date that an application for a permit to develop any Wind Energy Conversion System is filed with the county.
- 25. Primary Structure** - Means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. Primary Structure includes structures such as residences, commercial buildings, hospitals, and day care facilities. Primary Structure excludes structures such as hunting sheds, storage sheds, pool houses, unattached garages, and barns.
- 26. Private use** - Means a single Wind Energy Conversion System that is to be constructed for the sole purpose of generating energy for the property it is constructed on.
- 27. Professional Engineer** - An engineer licensed to practice engineering in the State of Illinois, and who is determined to be qualified to perform the work described herein by mutual agreement of the County and the Commercial Wind Energy Facility Owner.
- 28. Protected Lands** - Means real property that is:
- a. Subject to a permanent conservation right consistent with the Real Property Conservation Rights Act; or
 - b. Registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.
- 29. Setback** - Means distance measured from base or foundation of Wind tower to adjoining property line, Right-of-Way line, foundation of occupied or existing residence or any other measurement point referenced in these regulations.

30. **Substation** - Means the apparatus that connects the electrical collection system of the WECS(s) and increases the voltage for connection with the utility's transmission lines.
31. **Supporting Facilities** – Means the transmission lines, substations, access roads, meteorological towers, storage containers, and equipment associated with the generation and storage of electricity by a Wind Energy Conversion System.
32. **Underground Cable** - Electrical power lines installed below grade to be utilized for conveyance of power from the Wind Turbine(s) to the Wind Facility substation.
33. **Underlying Agreement** - The written agreement with a Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Commercial Wind Energy Facility on the property of the Landowner.
34. **Unincorporated Municipality** - Means any region or campground not governed by a local municipal corporation with fifty (50) or more inhabitants residing within the region, and which falls into the jurisdiction of Shelby County.
35. **Wind Energy Conversion System (WECS)** - Means any device or assembly of devices that convert wind into electricity, including the rotor, nacelle, generator, tower, electrical components, foundation, transformer, and electrical cabling from the Wind Tower to the Substation(s).
36. **Wind Energy Facility** - Means any device or assembly of devices that converts wind into electricity and not solely for consumption on the property on which the device or devices reside.
37. **Wind Tower** - Includes the wind turbine tower, nacelle, and blades.

B. APPLICABILITY

1. No person shall construct or operate a Wind Energy Conversion System without having fully complied with the provisions of this section.
2. Wind Energy Conversion Systems are only allowed pursuant to a Special Use Building Permit on Agriculturally zoned areas as determined by the Shelby County Zoning Administrator.

C. DESIGN STANDARDS FOR WIND ENERGY CONVERSION SYSTEMS

1. Wind Energy Facilities shall construct, decommission, and deconstruct facilities based on the regulations of the required Agricultural Impact Mitigation Agreement through the Illinois Department of Agriculture.
2. All Wind Energy Conversion Systems shall follow these Setback distances.
 - a. Installation of any WECS may not be nearer than 1.1 times the maximum blade tip height of the Wind Tower to the center point of any dedicated roadway or public right of way.

- b. Installation of any WECS may not be nearer than 2.1 times the maximum blade tip height of the Wind Tower to any nonparticipating residences.
 - c. Installation of any WECS may not be nearer than 1.1 times the maximum blade tip height of the Wind Tower to any participating residences.
 - d. Installation of any WECS may not be nearer than 2.1 times the maximum blade tip height of the Wind Tower to the nearest point on the outside of any Occupied Community Building.
 - e. Installation of any WECS may not be nearer than 1.1 times the maximum blade tip height of the Wind Tower to the nearest point on the property line of any nonparticipating property.
 - f. Installation of any WECS may not be nearer than 1.1 times the maximum blade tip height of the Wind Tower to any railroad right of way or overhead communication lines or electrical transmission or distribution lines.
 - g. Installation of any WECS may not be nearer than 1.1 times the maximum blade tip height of the Wind Tower to any commercial underground pipeline or supporting facility.
 - h. Installation of any WECS may not be nearer than 1.5 miles from any unincorporated municipality.
 - i. The minimum setback distance between Wind Towers shall be no less than 1.1 times the maximum blade tip height of the Wind Tower.
 - j. Incorporated communities have the sole authority to regulate the construction of WECS in their jurisdictional boundary and within a 1.5-mile radius of their community. If a community wishes to defer to regulations by the County, an intergovernmental agreement must be approved by both the County and the incorporated community granting the County the authority to regulate that area.
 - k. For any Wind Tower placed within 1.5 miles of the corporate limits of a village or municipality, the Applicant shall provide documentation demonstrating that the village or municipality does not exercise zoning jurisdiction over the area where the wind tower will be placed or, if it does, that the village or municipality approves the placement of the Wind Tower whether as a permitted use, special use, or variance, or has adopted an ordinance waiving its authority to regulate the placement of the wind tower.
 - l. Installation of any WECS shall not be nearer than 2.1 times the maximum blade tip height of the wind tower to the nearest point of any Fish and Wildlife Areas and Illinois Nature Preserve Commission Protected Lands.
3. A Facility Owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission.

4. No part of a Wind Tower or foundation shall encroach on a public or private sewage disposal (septic) system.
5. Each WECS shall be equipped with climb prevention and/or locks to prevent entry by anyone other than authorized personnel.
6. Shadow flicker from any WECS shall not be allowed to exceed 30 hours within one year on a Primary Structure.
7. All WECS shall comply with applicable FAA requirements.
8. A Wind Energy Facility is required to have vegetative screening of at least 6 feet around all sides of the proposed Energy Facility or Facilities unless that land is to be used for agricultural purposes.
9. Wherever applicable, DC power lines shall be buried beneath the ground in accordance with the Agricultural Impact Mitigation Agreement.

D. PERMITTING PROCESS

1. Anyone wishing to construct, modify, move, or replace a wind energy conversion system or any of its components shall obtain a special use building permit before commencing such work.
2. Applications for a private use Wind Energy Conversion System may be granted by the Zoning Administrator.
3. All applications made for a Wind Energy Facility shall be referred to the Shelby County Planning Commission for a public hearing.
 - a. Notice of the hearing shall be given by the applicant or Facility Owner to all property owners within 250 feet of the proposed project by certified mail with return receipt no less than 15 days before the hearing.
 - b. Notice shall be published in a paper of general circulation in Shelby County no less than 15 days before the hearing.
 - c. The Shelby County Planning Commission, after reviewing the proposed project, shall either recommend approval, approval with modifications or denial to the Shelby County Board. The County Board, at their next regularly scheduled meeting, shall approve, approve with modifications, or deny the proposed project.

E. APPLICATION REQUIREMENTS

1. The following information shall be provided with all applications for a Special Use Permit for a Wind Energy Conversion System.

- a. Project summary, including the general location of the project as well as individual location, quantity, and spacing of Wind Towers.
- b. Existing property lines and property lines extending 250 feet from exterior boundaries, including the names of adjacent property owners.
- c. Dimensional representation of the structural components of the wind tower construction including the base, footings, height, diameter, and blade tip height of each individual Wind Tower.
- d. Planned location of underground and/or overhead electric lines, distribution lines, and communication lines connecting the wind energy conversion system to a building, substation, or other electric load.
- e. Name plate generating capacity of each Wind Tower and the overall output of the Wind Energy Facility.
- f. Public, private, and proposed access roads, showing widths of the roads and any associated easements.
- g. Location and size of any abandoned wells, sewage treatment facilities, mines, or any other underground features that could result in subsidence.
- h. Existing buildings and any impervious surfaces.
- i. Waterways, watercourses, lakes, and public water wetlands including any delineated wetland boundaries.
- j. Location of any pipelines within 500 feet of the Wind Towers.
- k. Manufacturer's contact information and specifications for each WECS as well as recommended installation methods for all major equipment.
- l. Certification by a registered professional engineer that the tower design is sufficient to withstand wind load requirements for structure as defined by the Building Officials and Code Administrators.
- m. Applicants must agree and sign a written acknowledgement that WECS, wind towers, are considered a permanent structure for tax assessment purposes.
- n. Applicants must provide certification to the Shelby County Planning Commission that all turbines shall be new equipment commercially available; no used, experimental, or proto-type equipment, still in testing, shall be approved by the Zoning Board of Appeals.
- o. The Applicant shall immediately notify Shelby County of any changes to the information provided in that occur while the special use permit application is pending.

2. All applications for a special use permit for a wind energy facility shall also provide the following.
- a. A copy of the underlying agreement with the landowner.
 - b. Executed interconnection agreements.
 - c. All contact information including name, phone number, and address of the Facility Owner, current property owner, lessor, lessee, the interconnecting utility company, and buyer of the power, if applicable and if this information can be disclosed publicly.
 - d. Upon application submission, Applicants shall provide proof of all applicable state and federal regulatory standards including the Uniform Building Code as adopted by the State of Illinois, The Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture, the National Electrical Code as adopted by the State of Illinois, The National Electrical Safety Code, Illinois Commerce Commission, Federal Energy Regulatory Commission, FAA requirements, EPA regulations (noise, hazardous waste, construction, storm water; etc.) and any other statutory or regulatory requirements.
 - e. Existing vegetation study including type and percent of coverage such as Cropland, grassland, wooded areas, etc.
 - f. The Facility Owner shall provide results and recommendations from the consultation with the Illinois Department of Natural Resources that are obtained through the Ecological Compliance Assessment Tool.
 - g. The Facility Owner shall provide results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with the U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines.
 - h. The Facility Owner shall provide evidence of consultation with the Illinois State Historic Preservation Office in order to assess potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.
 - i. The Facility Owner, using a certified professional accepted by the Illinois Pollution Control Board, as part of the siting approval application process, shall appropriately demonstrate compliance with all applicable noise requirements set by the Illinois Pollution Control Board and provide contour maps at intervals of not greater than 5 feet on request by the Zoning Administrator or ZBA. The noise levels should be measured at least 25 feet from the property line noise source.
 - j. The Facility Owner, using a certified engineer in the State of Illinois, shall provide a vibration study determining the impact the WECS and supporting facilities will have on non-participating property, local wells, mines, former mines, and pipelines. The study will include the project site and extend 1500 feet in all directions.
 - k. At the expense of the Facility Owner, the County may at any time seek certified third-party verification of any studies provided during the application process.

F. Operations

1. Interference

- a.** If, after construction of any WECS, the Owner, Operator, or Zoning Administrator for Shelby County receives a written complaint related to interference with local broadcast residential television via public broadcast and or dish, RTK Ag Correction Signal, Machine to Machine sync communication, wireless data transfer communication, phone, internet, business ban radio, the Owner or Operator shall rectify the issue within 30 days.

2. Coordination with Local Fire Department

- a.** A Facility Owner shall submit to the local emergency responders a copy of the Site Plan, Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs), and any amendments to such documents, for a Wind Energy Facility so that the local service providers and emergency management service providers that have clear jurisdiction control over each site may evaluate and coordinate their emergency response plans with the Facility Owner of the Wind Energy Facility
- b.** The Facility Owner shall cooperate with all local emergency responders to develop an emergency response plan. The plan shall include, at a minimum, 24-hour contact information including names, titles, email addresses, and cell phone numbers for the Facility Owner and Operator.
- c.** The Facility Owner shall be responsible for any interference caused by the Wind Energy Facility on any applicable Emergency Response entity. Such interference shall be cause for immediate shutdown of the facility until the source of interference can be removed, altered, or replaced.
- d.** Nothing in this section shall alleviate the need to comply with all other applicable life safety, fire / emergency laws and regulations.

3. Inspections

- a.** Inspections may be made by the Zoning Administrator or by the Shelby County Board annually to certify the safety and maintenance of the WECS and accessory structures.
- b.** Each WECS or Wind Energy Facility will maintain compliance with the applicable Illinois Pollution Control Board regulations and this Ordinance throughout the entire operational period of the WECS. If at any time throughout the life of the WECS, the noise levels are found to not be in compliance with this section, the Applicant or Facility Owner will immediately shut off enough turbines to ensure that the noise levels are within acceptable levels until a solution to the noise level violation is found and approved by the County after a hearing at the Zoning Board of Appeals.

G. PROCEDURES

1. Financial Assurance - The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Commercial Wind Energy Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

- a. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan provided during the county permit process.
- b. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan provided during the county permit process.
- c. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan provided during the tenth year of the Commercial Operation Date.
- d. Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction in the Deconstruction Plan if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

2. Arbitration

- a. In the event a dispute arises as to satisfaction of the forgoing conditions to this ordinance, such dispute may be resolved judicially or may at the request of the petitioner, county, or the aggrieved party, be resolved pursuant to binding arbitration in accordance with the procedures of the American Arbitration Association by an independent arbitrator acceptable to petitioner and the County or aggrieved party, as applicable. If petitioner and the County or the aggrieved party, as applicable, are unable to agree on an arbitrator, then each such party shall choose an independent arbitrator and their respective choices shall then choose an arbitrator. This condition shall not bind an aggrieved party, other than the County or petitioner, to submit to arbitration. The applicant is responsible for any and all arbitration costs and expenses.

3. Violations

- a. Any person, firm, corporation, agent, employee, or contractor of such, who violates, disobeys, omits, neglects, or refuses to comply with, or who resists enforcement of any provision of this Ordinance shall be in violation, and shall be subject to a fine of not more than five hundred dollars (\$500.00) for each offense. Each week a violation continues to exist shall constitute a separate offense. The Shelby County Zoning

Administrator shall be responsible for the administration and enforcement of the regulations of this Ordinance. The Shelby County State's Attorney shall prosecute violations of this Ordinance for the County.

4. Public Participation

- a. Nothing in this Ordinance is meant to augment or diminish existing opportunities for public participation.

5. Severability

- a. If any section, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the remaining portions of this Ordinance.

6. Indemnification

- a. The Applicant or Facility Owner shall defend, indemnify, and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers, and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including reasonable attorney's fees, relating to or arising out of the special use permit application process and public hearing for the application, the issuance of the Special Use Permit, and the construction, operation, maintenance and removal of the Wind Energy Conversion System and affiliated equipment. This includes, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract, tort, or any violations of local, state, or federal law, including the Illinois Constitution and the United States Constitution (including without limitation strict liability or negligence) or any acts or omissions of the Applicant, Facility Owner, or the Operator under this Ordinance or the Special Use Permit. This general indemnification shall not be construed as limiting or qualifying the County's other indemnification rights available under the law.

7. Re-imbusement

- a. Applicant, Facility Owner, or Operators shall reimburse the County for any and all reasonable engineering fees incurred if the County, in its sole discretion, deems it necessary to hire an outside engineering consulting firm to work on any or all parts of the Wind Energy Conversion System Application Process and for the lifetime of the facility.

8. Delegation

- a. Notwithstanding any other provision in this Zoning Code, the Chairman of the Zoning Board of Appeals, in his sole discretion, is authorized to delegate to a third party (the "Presiding Officer") the Chairman's authority to preside over the public hearing on an application for a special use permit to site a Wind Energy Conversion System for the purpose of ensuring an orderly public hearing consistent with Illinois statutes and

Constitution, Shelby County ordinances, and the Articles of Rules and Procedure of the ZBA, and to rule on evidentiary and procedural disputes in the public hearing. The Presiding Officer must be an attorney in good standing with the Illinois bar. The Presiding Officer does not have any power to vote or deliberate on the pending application for special use permit, or to otherwise contribute to the Advisory Report of the Zoning Board of Appeals, such authority being expressly reserved to the ZBA. Applicant, Owner, or Operator shall pay the fees of the Presiding Officer and shall deposit a retainer with the Presiding Officer as a condition to the public hearing commencing, unless other terms are agreed upon in writing between the Presiding Officer and the Applicant, Facility Owner, or Operator.

9. Remedies

- a. The Applicant's, Facility Owner's, or Operator's failure to materially comply with any of the above provisions shall constitute a default under the Ordinance.
- b. Prior to implementation of the existing County procedures for the resolution of such default(s), the appropriate County body shall first provide written notice to the Owner, Facility Owner, and Operator, setting forth the alleged default(s). Such written notice shall provide a time period, not to exceed 60 days, for good faith negotiations to resolve the alleged default(s).
- c. If the County determines in its sole discretion, that the parties cannot resolve the alleged default(s) within the good faith negotiation period, the County shall have the right to rescind the permit for the Wind Energy Conversion System, take the actions allowed in the County Ordinance or take any other action permitted by law or in equity.

10. Fees


- a. A fee may be assessed and collected for a Building Permit for the placement of any Wind Energy Conversion System dependent on energy production.

- 0-50 Kw \$125.00
- 51-250 Kw \$500.00
- 251-500 Kw \$1000.00
- 501kw-999Kw \$2500.00
- 1Mw-2Mw \$5000.00 plus \$500 for each additional 100 kw or \$5000 per MW

BE IT FINALLY ORDAINED, that the Board reserves the express right to change, modify or terminate these regulations and procedures at any time, in whole or in part, for any reason, with or without prior notice upon its own unilateral act.

This Ordinance shall become effective immediately upon passage from the Shelby County Board.

PRESENTED, APPROVED, AND ADOPTED, by the County Board of the County of Shelby, Illinois at a regular meeting thereof held on the 12th day of Oct., 2023.



**Chairman,
Shelby County Board,
Shelby County, Illinois**

Certification.


**Jessica Fox
Shelby County Clerk and Recorder**

Resolution Number: 2023-44

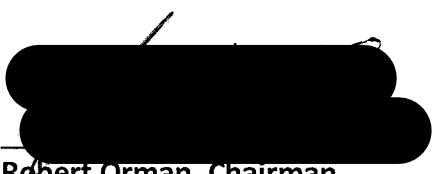
Applicants: Troy Coleman

Whereas, petitioner Troy Coleman, wishing to rezone their property, that is currently zoned Agriculture (Ag) to General Business (GB), for the development of a RV and Boat storage facility. The property is located at 1790 North County Highway 42. Parcel number 1208-21-00-200-006. The entire property will be rezoned to General Business.

Whereas, hearings with respect to this rezoning request concerning the said real estate have been held before the Shelby County Planning Commission and the Shelby County Zoning Board of Appeals;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the County Board of Shelby County assembled this 12th day of October, 2023, that the rezoning request for the said real estate is approved.

Duly adopted and approved this 12th day of Oct., 2023.



Robert Orman, Chairman
Shelby County Board

Ayes 15

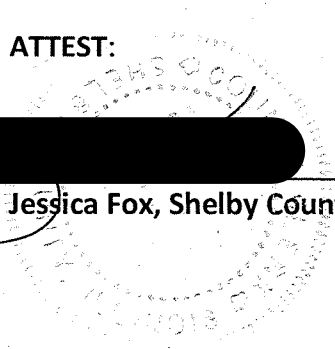
Nays 0

Abstain 0

ATTEST:



Jessica Fox, Shelby County Clerk



AN ORDINANCE PROVIDING FOR THE PLACEMENT OF DC POWER LINES

23-07-"0"

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

WHEREAS, to assure that any development, production, and /or installation of DC Power Lines in Shelby County, Illinois is safe and effective subject to reasonable regulations intended to preserve the public health; and

WHEREAS, to promote the safety of farming ground with power lines and protect the property values of the residents; and

WHEREAS, to prevent fire hazards and power outages due to downed power lines as buried power lines protect the lines from wind, ice, and tree damage; and

WHEREAS, The Shelby County Legislative committee proposes this ordinance to the County Board of Shelby County for the reasonable regulation of DC Power Lines.

This ordinance shall be known, cited, and referred to as the Shelby County DC Power Line Ordinance.

A: DEFINITIONS

1. Applicant – means the entity or person who submits to the County, pursuant to this Ordinance, an application to install DC Power Lines with Shelby County..
2. Direct Current (DC) Power – refers to the unidirectional flow of electrons and is the form of power that is most commonly produced by sources such as solar cells and batteries.
3. County Board – means the Shelby County Board
4. Owner – means the entity or entities with an equity interest in the DC Power Line including their respective successors and assigns. Owner does not mean.
 - i. The property owner from whom land is leased for locating the DC Power line (unless the property owner has an equity interest in said DC Power Line); or
 - ii. Any person holding a security interest in the DC Power Line solely to secure and extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the DC Power Line at the earliest practicable date.

5. Engineer – means a qualified individual who is licensed as a professional engineer in any state in the United States.
6. Line – means those electrical power lines that carry Direct Current (DC) Power.

B. APPLICABILITY

1. This Ordinance governs the installation of Direct Current (DC) Power Lines in unincorporated areas of Shelby County, Illinois.

C. PROHIBITION

1. No DC Lines governed by this Ordinance shall be constructed, installed, or located within unincorporated areas of Shelby County, unless prior siting approval has been obtained for each individual DC Power Line pursuant to this Ordinance.

D. SITING APPROVAL APPLICATION

1. To obtain siting approval, the Applicant must first submit a siting approval application to the Shelby County Clerk. The Shelby County Board Chairman shall review the application and determine whether it is complete prior to any hearing before the Shelby County Board.
2. The application shall contain or be accompanied by the following information.
 - i. A DC Power Line Installation Project Summary, including, to the extent available:
 - a) A General Description of the project including approximate overall name plate generating capacity.
 - b) Potential equipment manufacturers.
 - c) Type(s) of DC Power Lines.
 - d) Number of DC Power Lines.
 - e) Maximum diameter of the DC Power Lines.
 - f) The General Location of the project.
 - g) A Description of the Applicant, Owner, and installer including their respective business structures.
 - ii. The names, addresses, and phone numbers of the Applicant(s), Owners, and Installers, and all property owners, if known, and documentation demonstrating land ownership or legal control of the property.
 - iii. A site plan for the installation of the DC Power Lines showing the planned location of each Line, including legal description of each site, Primary Structures, property lines including identification or adjoining properties, setback lines, public access roads, and turnout locations.

- iv. All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this ordinance: and Certification by the applicant of compliance with all federal and state laws, regulations, and requirements.
 - v. Submission of an electronic map indicating the location of all parcels included in the project, including PIN and owner name, and showing each DC Power Line location and appurtenance upon those parcels, along with a hard copy of such map.
 - vi. Any other information normally required by the County as part of its permitting requirements for siting building or other structures.
3. The Applicant shall notify the County of any changes to the information provided in the application process described above that occur while the siting approval application is pending, provided that material changes to the application shall not be allowed. Shelby County, at its sole discretion, shall determine whether the change in the application is material.

E. DESIGN AND INSTALLATION

1. Electrical Components

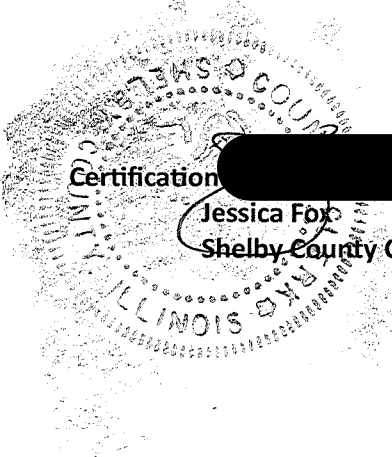

- i. Insulation and burial specifications shall be approved by a third-party engineer approved by the Shelby County Board. The applicant shall be responsible for all expenses of the third-party engineer.
- ii. All components of the DC Power Line(s) shall conform to applicable local, state, and national codes, and relevant national and international codes. All DC Power Lines(s) wiring shall be insulated and buried underground to a depth of at least 5 feet underground unless further depth is determined by a third-party engineer.

BE IT FINALLY ORDAINED, that the Board reserves the express right to change, modify or terminate these regulations and procedures at any time, in whole or in part, for any reason, with or without prior notice upon its own unilateral act.

This Ordinance shall become effective immediately upon passage from the Shelby County Board.

PRESENTED, APPROVED, AND ADOPTED, by the County Board of the County of Shelby, Illinois at a regular meeting thereof held on the 12th day of Oct., 2023.


Chairman,
Shelby County Board,
Shelby County, Illinois


Certification 
Jessica Fox
Shelby County Clerk and Recorder



Plan Compliance (Legal) Update

To: All Illinois Employers

Re: The Illinois Consumer Coverage Disclosure Act (CCDA)


The CCDA was signed into law near the end of August of 2021. The CCDA requires all Illinois employers to provide a comparison of essential health insurance benefits covered by the employer-provided group health insurance plan and the list of essential health insurance benefits that are regulated by the state of Illinois. This comparison/disclosure is to be made available annually and provided to all new hires. For more details, including links to the Consumer Coverage Disclosure Act (CCDA) and CCDA FAQ's, please review the attached Legal Update.

Illinois has provided the attached template comparison document. Consociate Health, as your health plan's administrator, is offering to complete these comparison documents and notify your employees. We are offering this service for \$500, plus mailing and fulfillment costs. Note: you may use electronic means for providing employees with this required disclosure.

Please review the attachments and contact your Consociate Health Account Executive with any questions or concerns.

When you have made a decision as to whether to complete this disclosure on your own or utilize our Consociate Health compliance services, please complete the section below, and return this document to your Account Executive.

- We will complete the required comparison disclosure and deliver to our employees, without utilizing Consociate Health. We understand the Illinois CCDA and will maintain the comparison template and distribute it as required.
- We wish to utilize Consociate Health and their offer to complete the required comparison documents, for a one-time fee of \$500, plus any mailing/fulfillment costs.

Company Name: SHELBY COUNTY
Name of Authorized Signer: ROBERTY ORMAN
Signature: 
Date: 10-12-2023

Contact Name (for project): ERICA FIRNHABER
Phone Number: 217-774-3841
Email Address: shcotre@shelbycounty-il.gov

Legal Update

Brought to you by: Consociate Health

The [Consumer Coverage Disclosure Act \(CCDA\)](#)—signed into law on Aug. 27, 2021, and effective immediately—imposes new disclosure requirements on employers who provide group health insurance coverage to employees in Illinois.

Covered Employers

The CCDA applies to **all** Illinois employers, regardless of the type of insurance they provide, meaning that employers who provide self-insured plans and/or ERISA plans are subject to the new requirements.

Required Disclosures

Specifically, these employers must provide the following information to all employees **upon hire, annually and upon request**:

- A list of essential health insurance benefits regulated by the State of Illinois; and
- A comparison of which of those benefits are and are not covered by their employer-provided group health insurance plan.

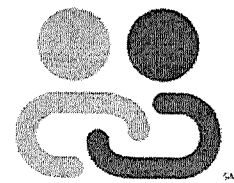
According to the Illinois Department of Labor, **the CCDA does not impose coverage requirements on employers—it only requires certain disclosures to employees about the coverages the employer provides.** The benefits that employers are required to cover may depend on plan type (e.g., self-funded or fully insured) and employer size.

State Resources

The Illinois Department of Labor has published [Consumer Coverage Disclosure FAQs](#), as well as the list of essential health benefits. Employers should compare the health benefit coverage provided by each of their group health insurance policies to the list, and indicate which benefits are and are not covered by the policy. Employers can also visit the [Consumer Coverage Disclosure Act webpage](#) for more information.

Provided to you by Consociate Health

This Legal Update is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice. ©2021 Zywave, Inc. All rights reserved.



CONSOCIATE
HEALTH

Highlights

Electronic Delivery

Employers may provide the required information by **email** to their employees, or may provide the information on a **website** that an employee is able to regularly access.

Enforcement

The Illinois Department of Labor may impose civil penalties for noncompliance, taking into account the size of the employer, the good faith efforts made to comply and the gravity of the violation.

Employers must provide the required disclosures to all employees upon hire, annually and upon request.

RESOLUTION



2023-45

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

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

COLD SPRING TOWNSHIP

PERMANENT PARCEL NUMBER: 0417-20-00-300-006

As described in certificates(s) : 201900018 sold November 2020

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

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

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

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

ADOPTED by roll call vote this 12th day of October, 2023
Voice

ATTEST:

[Redacted signature]

CLERK

[Redacted signature]

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

RESOLUTION



2023-46

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

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

TOWER HILL TOWNSHIP

PERMANENT PARCEL NUMBER: 2311-22-15-401-003

As described in certificate(s) : 201900203 sold November 2020

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

WHEREAS, Dale J. Myers, Margret D. Myers, has bid \$2,857.53 for the County's interest, such bid having been presented to the County Board at the same time it having been determined by the County Board and the Agent for the County, that the County shall receive from such bid \$2,085.40 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$77.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,857.53.

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

BE IT RESOLVED BY THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS, that the Chairman of the Board of Shelby County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$2,085.40 to be paid to the Treasurer of Shelby County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 12th day of October, 2023
Voice

ATTEST



CLERK



COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

Shelby County Government Social Media Policy

Statement of Purpose: Shelby County, Illinois recognizes that social media services such as Facebook, Twitter, Instagram, blogs, and others have become increasingly common forms of communication among residents, media outlets, government agencies, businesses, and others. Using these channels, the county can inform the public about initiatives, provide news releases and to share information that supports the goals of the County. Social media also provides a two-way means by which to interact with residents, visitors, media, local businesses, and people who live within Shelby County. This policy establishes guidelines for employees, volunteers, elected/appointed officials who communicate via official County social media channels, as well as responsibilities of these persons who use social media channels for personal or business use. All official Shelby County communications, including social media communications, are public records and must be managed in compliance with public records laws.

Social Media: Social media is the collection of online communication channels dedicated to community-based input, information sharing, interaction, collaboration, and content-sharing. Content may vary in nature: photo sharing networks, video sharing networks, blogs, and microblogs. These include but are not limited to platforms such as Facebook, Twitter, Instagram, LinkedIn, YouTube, TikTok, and Pinterest. It is

acknowledged that the platforms for social media change rapidly and some presentations of social media may be relatively transient. Email, SMS/MMS messages are not considered social media as defined here.

Applicability and Scope: This policy is applicable to all employees of Shelby County, volunteers, elected/appointed officials, vendors, and anyone working on behalf of Shelby County who creates or contribute materials to Shelby County's official social media sites on behalf of Shelby County.

County social media sites are not to be used for campaigning; however, they may provide objective information about election procedures, ballot instructions, polling locations, and campaign laws.

County officials shall be mindful of the risk of electronic communications in relation to the Illinois Open Meetings Act and avoid communications that would violate this standard.

Procedure for Account Creation and Registration: Any official Shelby County social media site will be created using the creator's Shelby County email address. No accounts will be created using personal email accounts. A social media site account request will be made in writing to the County Board Chairman for approval by the full Shelby County Board. Any account not created in this manner will not be considered an official Shelby County social media site.

All login credentials for official Shelby County sites will be submitted to Shelby County Information Technologies and updated regularly as the account requires updating.

Design and Content: Official accounts will be used for official business only, to provide helpful information, updates, facts, and alters to the users of that site. Content should be authoritative, accurate, and transparent. Official accounts will not be used for endorsement of ballot issues, candidates, or unverified information.

Accounts should be created with as consistent a look/feel as possible with existing Shelby County accounts (ex: use of consistent handle). Logos may be obtained from information technologies and should be used rather than other images in identifying an official county site. All sites should contain a link to the official County website if possible.

Posts should be courteous and abide by the General Rules of Conduct in the Shelby County Code. That is comments should not:

- Discriminate based on creed, color, age, religion, sex marital status, sexual orientation, party affiliation, national origin, weight, height, gender identification or genetic information.
- Be sexual in nature.
- Use defamatory, threatening, or profane language.
- Support or oppose political candidates or ballot measures.

- Promote illegal activity.
- Solicit commerce.
- Include personally identifiable information such as an address, phone number, social security number, protected health information or other sensitive information.
- Provide information that might interfere with or compromise a current investigation, police tactics, or jeopardize the safety or security of the public.
- Violate another's copyright, trademark, or other protected property.

Comment Policy: Visitors to official Shelby County sites are requested to observe the same guidelines described above. The County's social media sites are limited public forums. The county does not make its social media sites available for public discourse, but rather reserves and limits the topics that may be discussed on the social media site. Topics may be structured narrowly to focus discussions on items of particular interest to the County rather than to provide a public forum. Shelby County Information Technologies may remove or restrict content that is deemed to be in violation of these guidelines. In each case a record of the material to be deleted will be made and retained by Information Technologies.

Blocking of users on the County's social media sites should only be a last result in egregious cases involving abuse or hate speech, and only after a review by legal staff.

Correction Policy: It is understood that occasionally mistakes are made when posting. In the case of an error, the submitter should acknowledge the error. Deleting the post is acceptable if it is likely to cause confusion. In each case a record of the material to be deleted will be made and retained by Information Technologies.

Account Monitoring and Procedures: Shelby County accounts/sites are NOT monitored 24/7. As such, posts, responses, and notifications should not be immediately expected.

As these accounts are NOT monitored 24/7, users are advised NOT to use the County's social media accounts to report a crime or emergency. Crime reports and requests for police, fire, or emergency medical assistance should be made by dialing 911.

County Resources and Social Media: It is appropriate to interact with official Shelby County sites as a contributor or creator only when an employee's use has been approved by their Department Head or designee and is directly related to accomplishing work goals. County hardware, software and social media subscriptions are intended solely for County related work.

Personal Social Media: Person social media accounts should not be created using Shelby County email addresses.

Users may list their county positions in their personal social media accounts but are not authorized to speak or comment on behalf of the County.

The County branding/logo should not be used with personal social media accounts.

It is recommended that users keep privacy and security in mind when engaging in personal social media use. Even with good security measures, comments made may be forwarded to others and accessible for others to view for an extended time.

Archiving of Sites: Information Technologies shall implement as feasible systems by which to archive posts made on County social media sites.

Hard copy or imaged copies of posts that have been deleted or modified will be forwarded to Information Technologies for retention.

Violations: Employees found to have violated this policy are subject to disciplinary action up to and including dismissal from employment and, if applicable, may be subject to prosecution under federal, state, or local laws.

SHELBY COUNTY BOARD MEETING
CLOSED SESSION

April 18, 2023

The Shelby County Board met in Closed Session following a motion and roll call vote, for the statutory citation 5 ILCS 120/2(C)(11) - to discuss current litigation. State's Attorney Robert Hanlon informed the board he was notified late Friday, April 14, 2023, about Shelby County's participation in the National Opioid Settlement litigation. Today is the deadline to give approval for the County to accept or deny the settlement agreement. (Information regarding this lawsuit and settlement can be found at nationalopioidsettlement.com, under Illinois). Although the exact details of the settlement agreement and the amount of money the County might be able to receive is not known at this time, it is imperative a vote is taken in open session to decide on how the State's Attorney should proceed regarding this settlement agreement.

Other litigation discussed was the Galvan lawsuit regarding the Zoning issues and their subdivision that has been ongoing for several years. The Court ordered the Galvan's to submit a revised plat, which they have done. The Board denied the preliminary plat in January 2023, despite a recommendation from the Zoning Board of Appeals and the Zoning Committee to approve. The State's Attorney has advised Galvan's attorney that this process should start over so the preliminary plat approval can once again come before the county board for a future vote. The hope is the County can get out of this lawsuit and any other issues can be dealt with between the landowners.


Quite a bit of discussion was held regarding the Galvan lawsuit. The board rejected the preliminary plat due to complaints of drainage issues, but the old plat from 1972 had 32 lots and the new plat only has 12 lots total (which includes the Curl and Goodwin properties). Hanlon was surprised a Judge had not honored the County's request to dismiss the County's involvement in this lawsuit but hoped with the approval by ZBA and the County Board in the future, the County will no longer be involved in this neighborly dispute.

There is also a lawsuit pending between a school district, the Regional Office of Education board, and a resident wishing to annex to another district. This is due to be heard in court on June 6, 2023.

State's Attorney Hanlon stated there was nothing new to discuss regarding the proposed settlement agreement with AFSCME.

There was no further business for the Closed Session.

There was no action taken in the Closed Session.


Jessica Fox
County Clerk and Recorder

SHELBY COUNTY BOARD MEETING
CLOSED SESSION

July 18, 2023

The Shelby County Board met in Closed Session following a motion and roll call vote, for the statutory citation 5 ILCS 120/2 (C-11) Pending Litigation. State's Attorney Robert Hanlon was also present during the Closed Session.

State's Attorney Hanlon reported that it was necessary to state what the possible litigation might be. Hanlon reported that he had personally received a statement by Dive Team Commander Austin Pritchard that many of the things Pritchard had raised during public body comment was lacking legal authority and should be decided by the courts. Hanlon took this to mean that Pritchard might pursue possible litigation. Hanlon wanted to explain Ross's authority to issue the order for the Dive Team to stand down. Hanlon referenced Dillon's Rule which allowed Ross to order the Dive Team to stand down to protect the Health and Safety of the community. Once Ross found out the Dive Team had an insurance issue, he gave the order to stand down to protect not only the County from liability, but also the dive team members themselves. Hanlon stated legal counsel for the county's insurance company gave an opinion that the Dive Team was not part of the government because there was no formal structure in place, which could pose the County to significant risk. Hanlon referenced the Illinois Tort Immunity Act. Volunteers are not part of the government and don't have coverage by tort immunity.


Sonny Ross spoke to those present and stated the originating document of the Dive Team has not been able to be located. The Dive Team produced SOP's approved by 2 former State's Attorneys, which included a clause that allowed the Dive Team to charge for services if they did not have a Mutual Aid Agreement. Ross stated it is illegal to charge for services and the requestor of those services was the Illinois State Police. It was questioned why the Dive Team did not have a Mutual Aid Agreement with the ISP? Ross stated many things had been misrepresented on social media and private phone calls had been made public.

How county vehicles were titled was also questioned. Hanlon had the SOS run the plates to see how those vehicles were titled. Hanlon stated these vehicles should be titled to Shelby County. Hanlon stated he understood that Decatur philanthropist Howard Buffet had donated a vehicle to the Dive Team, and other entities had made donation of vehicles to the Dive Team. Hanlon stated the team had never been set up as a charitable organization and has not been associated with the Illinois Charitable Trust act administered by the Illinois Attorney General. However, the donations were funded, the donations being separate from the county are not in compliance by recognized laws by receipt of donations by members of the public.

The Legislative Committee held at meeting this evening at 5:30 to propose a resolution to establish the dive team in Shelby County. The Dive Team would be an extension of the County Board, and this allows the resolution allows the dive team to get back in function if the board adopts the resolution. It was suggested to get the dive team back in working order, an amendment to the resolution be presented stated the current command structure and the current SOP/SOG will continue for 60 days, excluding the ability to charge a fee for service. This would allow the Public Safety Committee and Dive Team to work together to get updated policies in place moving forward. It was stated Pritchard was agreeable to working with the Public Safety Committee.

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 NO.- 2023-47

**A RESOLUTION INCREASING ELECTION JUDGE DAILY
COMPENSATION FOR SHELBY COUNTY, ILLINOIS.**

WHEREAS, Election Judges serve a vital role in the preservation of free, fair and honest elections in Shelby County; and

WHEREAS, the current pay for an Election Judge in Shelby County is set at \$170.00 base pay, plus \$25 for attending Election Judge Training; and

WHEREAS, Governor Pritzker signed HB3817, now Public Act 103-0008, effective July 1, 2023, which, in part, amends the Election Code at 10 ILCS 5/13-10 increasing the portion of an election judge's daily compensation reimbursement by the State Board of Elections by an additional \$20 provided this increase is used to increase each judge's compensation; and

WHEREAS, the Shelby County Board desires to match the \$20 increase in an election judge's daily compensation with a \$20 increase.

NOW, THEREFORE, IT IS HEREBY RESOLVED, the Shelby County Board hereby approves that beginning with the General Primary Election to be held on March 19, 2024, all Judges of Election shall receive base compensation of \$190.00 per election, plus an additional \$25 if attending Election Judge Training.

PASSED THIS 12TH DAY OF OCTOBER 2023

SIGNED: _____

Robert Orman, Shelby County Board Chairman

ATTEST: _____

Jessica Fox, Shelby County Clerk

**SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION
TREASURER'S REPORT September 30, 2023**

Beginning Balance	August 31, 2023	\$ 39,122.41
Deposits		
Arrow Energy--Credit Card Fuel Sales	\$ 9,042.46	
Fuel Sales--Cash & Check	\$ 2,928.98	
Rent	\$ 2,040.00	
Transfer from First Federal	\$ 12,432.80	
Bank Interest	\$ 3.59	
		<u>\$ 26,447.83</u>
		\$ 65,570.24

Bills Received and Paid			
Shelby County Aviation--FBO September, 2023	\$ 3,500.00		
Shelby Electric Cooperative	\$ 864.79		
Steve Wempen--Bookkeeping September, 2023	\$ 200.00		
Illinois Department of Revenue--Sales Tax Payment	\$ 676.00		
John Deere Financial--New Tractor Payment 41 of 84	\$ 751.36		
Shelbyville Water Department--Aerinova	\$ 321.76		
Consolidated Communications	\$ 326.47		
Ameren IP	\$ 76.26		
Shelbyville Ace Hardware--Office Supplies	\$ 12.58		
Erie Insurance--Courtesy Van & Snow Plow	\$ 1,392.00		
Effingham Equity--Diesel	\$ 1,744.02		
Arrow Energy--1594 Gallon of 100LL Avgas @\$5.01	\$ 7,986.02		
Facer Insurance Agency--Commercial Prop. & Liability Ins.	\$ 19,321.00		
Steve Wempen--Envelopes & Ink	\$ 64.73		
Keith Harshman--Reimbursement for September Rent	\$ 115.00		
Fessi--Fire Extinguisher Test & Reconditioning	\$ 830.00		
Sloan Implement Co.--Maintenance on Zero Turn	\$ 24.13		
		<u>\$ 38,206.12</u>	
		\$ 27,364.12	

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

F I L E D
OCT 12 2023

Janice Doye

SHELBY COUNTY CLERK

\$ 27,364.12
\$ 35,037.30
\$ 81,281.32
\$ 2,391.21
\$ 115.00
\$ 668.69
\$ 20,396.71
<u>\$ 167,254.35</u>

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

REGULAR MEETING MINUTES

September 11, 2023

Members present at meeting:

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

Members not present at meeting:

Commissioners--Walt Lookofsky

County Board Members--

Airport Manager--Scott Jefson

Others Present--Ryan Spain

Rick calls the meeting to order.

The minutes for the Regular meeting held August 7th were read by all. Paul made a motion to approve the minutes. It was second by Rick and was approved by all saying aye.

Rick made a motion to approve the minutes for Special meeting August 16th. It was second by John and approved by all saying aye.

Rick made a motion to approve the minutes for Special meeting August 23. It was second by Paul and approved by all saying aye.

John mentioned the amount made on fuel sales. Steve said the profit on fuel sales for the year was within a few dollars of being ten percent. Steve also mentions he might start a chart on the Jet Fuel system and list all the money spent on repairs, that in a long run, it might have been better to scrap it and get a new one.

Steve said that Illinois Oil Marketing prides themselves for getting things fixed and thought it might be worth it to have them come and repair it but it wouldn't be cheap. Some discussion ensued on the issue.

Steve also said he saw Dom from Aerinova a few days earlier and talked to him about getting settled up on Jet A. Steve said he also said he mentioned to Dom that some people with the county didn't understand the value of having an airport and didn't think we needed one. Steve said he ask Dom about the amount of spraying he does for the area farmers and wondered how much the cost to the farmer would increase if the airport closed and Dom said the their cost would probably double if they had to fly elsewhere to fuel up and reload. Some discussion ensued on a few other businesses that farmers use that operate out of the airport.

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

Bills Presented

Fessi--Fire Extinguisher Test and Reconditioning	\$ 830.00
Shelbyville Ace Hardware--Office Supplies	\$ 12.58
Steve Wempen--Staples/Envelopes	\$ 35.05
Steve Wempen--eBay/Ink Cartridges	\$ 29.68
Facer Insurance Agency--Commercial Prop & Liability	\$ 19,321.00
Sloan Implement--Maintenance on Zero Turn	\$ 24.13
R. L. Wempen Lumber Inc.--Credit Invoice	\$ 19.50
Effingham Equity--Diesel	\$ 1,477.02

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

Managers Report

Scott said one of the two hangar renters we evicted had moved out and mentioned getting a refund for September. Scott said that Steve was going to send him a refund check after he had talked to him about it. Scott mentions moving one of the club planes into Hangar 12, then had Wyatt Jesse move his from Hangar 17 to Hangar 7 and the club put their second plane in Hangar 17 so both club planes are together. Scott also mentions having some more landscaping and flowers to put in front of the terminal building but hadn't had time. Scott said we need to go look at the other hangar, that half of the sixty days is up and he didn't think anything had been done yet. He said we need to know what we're going to do with the stuff, if any, that's left in it. A lengthy discussion ensued on the issue. Per the lease we can dispose of anything left in the hangar

after the sixty days, but what about an airplane. More discussion ensued.

Scott said he had the porta potties ordered for the Balloon Fest and the Coop had already ordered the dumpster for the Fest. Scott said we were not going to fly Young Eagles or have breakfast Saturday morning like we normally do.

Scott mentions the previous Saturday was the first meeting of a new EAA Chapter they're starting here at Shelbyville and that there was 11 or so people that attended.

Rick mentions the lease again and that it says six months or getting an extension from the Commission if the aircraft isn't airworthy and also thirty days when we gave the renter sixty. Steve said he had received a check from Crane for the month of October but he hadn't deposited it yet. After some discussion it was decided that we not deposit it. Rick mentions mailing the eviction letter on August 8th and that he had put sixty days as the time frame to be out. Some discussion on the issue ensued.

Scott said he had planned on putting Garrett Wasson's other 182 in the hangar once empty but now after Garrett got the plane here, it also is not airworthy and that we'll have to make sure Garrett understands that he'll have to comply with getting the aircraft airworthy, sell it or something because it is in rough condition. Some discussion ensued on the matter. Scott said that currently Garretts 182 is in Tyler Chamberlains hangar and Tyler is out of the state but had just called Garrett and told him he would have to move his plane because his job was done and that he would be back and needing his hangar back. Scott said Garrett told Tyler he would take one of the planes to the farm.

More discussion ensued on Garretts plane.

John suggest before we lease a hangar to a new renter that we recommend they attend a board meeting so they will understand why we have to enforce the hangar leases before we ever lease one to them.

Ryan Spain, a current hangar renter is present and suggest that we tell a would be new renter to attend a meeting to discuss with the board of their intentions and plans and go over the rules, so they fully understand our position and that they must comply. That way there is no argument later.

More discussion ensued and it was suggested that we try and get all the renters to come to one of the regular meetings within a 3 or 4 month time frame to discuss the lease so they all fully understand it.

More discussion ensued on the matter of lease compliance.

After some more discussion about Garretts 182, the rough condition that it is in and the fact Garrett has no pilots license yet, Rick makes a motion that we not offer Garrett a second hangar so we avoid another issue like the one we're currently dealing with. Paul second it and it was approved by all saying aye.

End of Managers Report

Old Business

Balloon Fest mostly discussed already. Scott mentions needing additional help if anyone's available.

Rick mentions discussion on the replacement of hangar doors. Scott said he hadn't received anymore information on the doors yet. Scott also said a guy from Indiana would like to look at them to make sure the new ones would work. Steve said he had mentioned the door to Dom from Aerinova and that there was something he didn't like about them and will ask him what exactly it was. John mentions one being in Pana and Altamont and that we could go look at them.

Rick asks about the email sent to the treasurer and Steve about the airports money. If the way it's being done is wrong then why now after years. Steve said the money is handled the same way it was handled before when John Baker was treasurer and is still being handled in compliance to the statute. We are doing everything correctly. Rick asks why all of a sudden a guy is trying to push this. Scott said the guy is new on the county board and doesn't like the airport and would like to see it closed. Steve said it's obvious the person didn't read the part of the statute he attached to the email that someone sent him suggesting he do this because it says donations, contributions, etc. and he's demanding ALL money.

Rick then mentions the other item of public notice of bidding of farming. Scott mentions that the airport custom farms and that doesn't apply. That this person has no knowledge of what goes on out here and has absolutely no authority. Rick asks if we should even reply and it was decided we wouldn't waste anytime with it. Scott asks Steve if we could send a letter out with the monthly rent bills asking the renters to come to a meeting to sign new leases. A short discussion on the matter ensued.

New Business

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-Aug-23	Balance Shelby County State Bank				\$ 39,122.41
6314	1-Sep-23	Shelby County Aviation--FBO September, 2023	022-5210-12-023	\$ 3,500.00		\$ 35,622.41
6315	1-Sep-23	John Deere Financial--Payment # 41 of 84	022-5455-12-023	\$ 751.36		\$ 34,871.05
	1-Sep-23	Arrow Energy--Deposit			\$ 1,877.02	\$ 36,748.07
6316	4-Sep-23	Keith Harshman--Reimbursement for September Rent		\$ 115.00		\$ 36,633.07
6317	5-Sep-23	Shelbyville Water Department--Aerirova	022-7800-12-023	\$ 321.76		\$ 36,311.31
6318	5-Sep-23	Shelby Electric Cooperative	022-7800-12-023	\$ 864.79		\$ 35,446.52
	5-Sep-23	SCSB--Debit Adjustment \$0.03				
	6-Sep-23	Illinois Department of Revenue--ACH Sales Tax Payment		\$ 676.00		\$ 34,770.52
	8-Sep-23	Arrow Energy--Deposit			\$ 1,514.42	\$ 36,284.94
6319	13-Sep-23	Ameren IP--SCA 37528 \$22.53, Airport 006211 \$53.73	022-7800-12-023	\$ 76.26		\$ 36,208.68
6320	13-Sep-23	Erie Insurance--Courtesy Van & Snow Plow	022-6120-12-023	\$ 1,392.00		\$ 34,816.68
6321	13-Sep-23	Fessi--Fire Extinguisher Test and Reconditioning	022-7444-12-023	\$ 830.00		\$ 33,986.68
6322	13-Sep-23	Shelbyville Ace Hardware--Office Supplies	022-7000-12-023	\$ 12.58		\$ 33,974.10
6323	13-Sep-23	Facer Insurance Agency--Commercial Prop. & Liability Ins.	022-6120-12-023	\$ 19,321.00		\$ 14,653.10
6324	13-Sep-23	Sloan Implement Co.--Maintenance on Zero Turn	022-7441-12-023	\$ 24.13		\$ 14,628.97
6325	13-Sep-23	Effingham Equity--Diesel	022-8010-12-023	\$ 1744.02		\$ 12,884.95
6326	13-Sep-23	Steve Wempen--Envelopes & Ink	022-7000-12-023	\$ 64.73		\$ 12,820.22
6327	13-Sep-23	Steve Wempen--Bookkeeping September, 2023	022-5220-12-023	\$ 200.00		\$ 12,620.22
	14-Sep-23	Rent--B Brunken \$115, D Kroeinlein \$115, LS Flying Club \$115				
		J Green \$115, D Gherardini \$115, W Jesse \$115				
		D Collette \$115, R Heimerberger \$65, J Livesay \$125				
		Fuel \$1768.26, Rent \$995.00				
	15-Sep-23	Arrow Energy--Deposit			\$ 2,763.26	\$ 15,383.48
6328	21-Sep-23	Consolidated Communications	022-7800-12-023	\$ 326.47		\$ 17,557.13
	22-Sep-23	Arrow Energy--Deposit			\$ 960.10	\$ 18,190.76
	28-Sep-23	Transfer from First Federal			\$ 12,432.80	\$ 30,623.56
	28-Sep-23	Rent--S Wempen \$230, G Wasson \$115, K Best \$125				
		S Bechtol \$115, T Chamberlain \$115, R Spain \$230				
		D Kroeinlein \$115				
		Fuel \$1160.72, Rent \$1045.00			\$ 2,205.72	\$ 32,829.28
6329	28-Sep-23	Arrow Energy--1594 Gallon 100LL Avgas @\$5.01005 Per Gal	022-8010-12-023	\$ 7,986.02		\$ 24,843.26
	29-Sep-23	Arrow Energy--Deposit			\$ 2,517.27	\$ 27,360.53
	30-Sep-23	Bank Interest			\$ 3.59	\$ 27,364.12
		Board Meeting October 9, 2023				

Shelby County Airport and Landing Field Commission
Fuel Sales September, 2023

DATE	QUANTITY	CUSTOMER INVOICE	PRICE	CREDIT CD	CHARGE	CASH
1-Sep-23	15.60	Credit Card Customer 1184	\$ 5.69	\$ 88.76		
1-Sep-23	15.08	Don Gherardini 1186	\$ 5.64		\$ 85.05	
1-Sep-23	18.42	Credit Card Customer 1187	\$ 5.69	\$ 104.81		
1-Sep-23	12.91	Credit Card Customer 1188	\$ 5.69	\$ 73.46		
2-Sep-23	5.12	Credit Card Customer 1189	\$ 5.69	\$ 29.13		
2-Sep-23	29.80	Credit Card Customer 1190	\$ 5.69	\$ 169.56		
2-Sep-23	5.12	Credit Card Customer 1191	\$ 5.69	\$ 29.13		
2-Sep-23	5.11	Credit Card Customer 1192	\$ 5.69	\$ 29.08		
4-Sep-23	15.84	Credit Card Customer 1193	\$ 5.69	\$ 90.13		
4-Sep-23	11.93	Ken Best 1194	\$ 5.64		\$ 67.29	
5-Sep-23	2.11	Don Gherardini 1195	\$ 5.64		\$ 11.90	
6-Sep-23	10.06	Matt Figgins 1196	\$ 5.64		\$ 56.74	
6-Sep-23	57.57	Credit Card Customer 1197	\$ 5.69	\$ 327.57		
6-Sep-23	42.39	Credit Card Customer 1198	\$ 5.69	\$ 241.20		
7-Sep-23	16.03	Cash Customer 1199	\$ 5.69			\$ 91.21
7-Sep-23	2.10	Credit Card Customer 1200	\$ 5.69	\$ 11.95		
7-Sep-23	59.72	Credit Card Customer 1201	\$ 5.69	\$ 339.81		
8-Sep-23	0.60	Paul Canaday 1202	\$ 5.64		\$ 3.38	
8-Sep-23	12.80	Credit Card Customer 1203	\$ 5.69	\$ 72.83		
8-Sep-23	11.36	Garrett Wasson 1204	\$ 5.64		\$ 64.07	
8-Sep-23	40.02	Credit Card Customer 1205	\$ 5.69	\$ 227.71		
8-Sep-23	10.11	Credit Card Customer 1206	\$ 5.69	\$ 57.53		
9-Sep-23	2.00	Credit Card Customer 1207	\$ 5.69	\$ 11.38		
9-Sep-23	11.39	Credit Card Customer 1208	\$ 5.69	\$ 64.81		
9-Sep-23	8.94	Credit Card Customer 1209	\$ 5.69	\$ 50.87		
9-Sep-23	56.30	Credit Card Customer 1210	\$ 5.69	\$ 320.35		
9-Sep-23	20.35	Credit Card Customer 1211	\$ 5.69	\$ 115.79		
9-Sep-23	18.35	Credit Card Customer 1212	\$ 5.69	\$ 104.41		
10-Sep-23	5.11	Credit Card Customer 1213	\$ 5.69	\$ 29.08		
10-Sep-23	15.54	Credit Card Customer 1214	\$ 5.69	\$ 88.42		
11-Sep-23	11.80	Credit Card Customer 1215	\$ 5.69	\$ 67.14		
12-Sep-23	75.11	Cash Customer 1216	\$ 5.69			\$ 427.38
12-Sep-23	39.11	Cash Customer 1217	\$ 5.69			\$ 222.54
12-Sep-23	8.13	Don Gherardini 1218	\$ 5.64		\$ 45.85	
12-Sep-23	10.43	Credit Card Customer 1219	\$ 5.69	\$ 59.35		
12-Sep-23	6.69	Credit Card Customer 1220	\$ 5.69	\$ 38.07		
13-Sep-23	5.76	Barry Burnken 1221	\$ 5.64		\$ 32.49	
13-Sep-23	44.45	Ken Best 1222	\$ 5.64		\$ 250.70	
13-Sep-23	16.17	Barry Burnken 1223	\$ 5.64		\$ 91.20	
14-Sep-23	5.11	Credit Card Customer 1224	\$ 5.69	\$ 29.08		
14-Sep-23	5.66	Credit Card Customer 1225	\$ 5.69	\$ 32.21		
14-Sep-23	54.81	Credit Card Customer 1226	\$ 5.69	\$ 311.87		
14-Sep-23	4.11	Credit Card Customer 1227	\$ 5.69	\$ 23.39		
14-Sep-23	9.20	Credit Card Customer 1228	\$ 5.69	\$ 52.35		
15-Sep-23	4.00	Credit Card Customer 1229	\$ 5.69	\$ 22.76		
15-Sep-23	2.61	Paul Canaday 1230	\$ 5.64		\$ 14.72	
15-Sep-23	8.40	Credit Card Customer 1231	\$ 5.69	\$ 47.80		
15-Sep-23	7.67	Credit Card Customer 1232	\$ 5.69	\$ 43.64		
16-Sep-23	12.30	Ryan Spain 1233	\$ 5.64		\$ 69.37	
16-Sep-23	3.16	Chapter 274, EAA 1234	\$ 5.64		\$ 17.82	
16-Sep-23	8.08	Chapter 274, EAA 1235	\$ 5.64		\$ 45.57	
16-Sep-23	14.92	Credit Card Customer 1236	\$ 5.69	\$ 84.89		
16-Sep-23	16.64	Credit Card Customer 1237	\$ 5.69	\$ 94.68		
16-Sep-23	3.80	Credit Card Customer 1238	\$ 5.69	\$ 21.62		
18-Sep-23	3.01	Paul Canaday 1239	\$ 5.64		\$ 16.98	
18-Sep-23	8.94	Credit Card Customer 1240	\$ 5.69	\$ 50.87		
19-Sep-23	5.12	Credit Card Customer 1241	\$ 5.69	\$ 29.13		
19-Sep-23	5.10	Credit Card Customer 1242	\$ 5.69	\$ 29.02		
19-Sep-23	19.35	Credit Card Customer 1243	\$ 5.69	\$ 110.10		
20-Sep-23	5.02	Credit Card Customer 1244	\$ 5.69	\$ 28.56		
20-Sep-23	7.54	Credit Card Customer 1245	\$ 5.69	\$ 42.90		
20-Sep-23	56.98	Credit Card Customer 1246	\$ 5.69	\$ 324.22		

**SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
SHELBYVILLE, IL.**

REGULAR MEETING AGENDA

**Meeting to be held at the Shelby County Airport
October 9, 2023
7:00 PM**

- I. Call Meeting to Order**
- II. Guest Speaker (If Scheduled)**
 - 1 Jim Schwerman to present Farm Report**
 - 2**
- III. Approval of Minutes**
- IV. Approval of Treasurer's Report**
- V. Approval of Bills Presented**
- VI. Airport Manager's Report**
- VII. Old Business**
 - 1 Discuss and amend current Hangar Lease**
 - 2 Confirm time and date for TIPS meeting**
 - 3**
- VIII. New Business**
 - 1**
 - 2**
 - 3**
- IX. Adjournment**

October 3, 2023

NOTICE OF PUBLIC SAFETY COMMITTEE MEETING

There will be a meeting of the Public Safety Committee on Thursday, October 5, 2023, at 6:00 PM. This meeting will be held in Courtroom B of the Shelby County Courthouse.

AGENDA

1. Call to Order
2. Roll call
3. Discuss Shelbyville City Council proposed Intergovernmental Agreement pertaining to the Dive Team and vote whether to recommend approval to the County Board or not
4. Discussion and vote on Animal Control Administrators role, responsibilities and pay as set forth in 55 ILCS, Animal Control Act
5. Discuss how to proceed with purchase of truck for Animal Control and vote on recommendation to County Board
6. Public Body Comment
7. Adjournment

Shelby County Zoning
315 1/2 East Main St.
Shelbyville, IL 62565
217-294-3876
Email: shelbyzoning@shelbycounty-il.com

August 25, 2023

Notice of Public Meeting

The Shelby County Planning Commission will convene on Thursday, September 21st, 2023, at 6pm in Courtroom B of the Shelby County Courthouse.

On the Agenda

- Process application for Map Amendment for Troy Coleman. He is wishing to rezone his property at 1790 County Highway 42 for business purposes.
- Determine the classification of a custom-built residence by Tanner Abendroth.
- Review preliminary plat application by David Galvin for proposed Lithia Estates subdivision.

Thank you
Scott McKee,
Shelby County Zoning Administrator

Shelby County Clerk - Jessica Fox

From: Shelby County District 3 - Tad Mayhall
Sent: Thursday, October 5, 2023 3:03 PM
To: Shelby County Clerk - Jessica Fox
Subject: Dive Team

FILED
OCT 05 2023

Jessica Fox
SHELBY COUNTY CLERK

Jessica,

Please forward the message below to the board for consideration.

Thank you.

Tad

Open Letter to the Shelby County Board

Shelby County Board members,

I want to first ask Mr. Tate, Chairman of the Public Safety Committee, to consider moving public body comment to the beginning of the meeting tonight. The community has something to say about this topic, and I feel it to be right and fair to hear them out before discussion and a vote.

I am writing to share my thoughts on the situation surrounding the dive team and to present a path forward. I will consider this to be an open letter to the public so they can also be aware of my stance on this situation.

We have been without an active dive team for nearly 3 months. Fortunately, we made it through the busiest part of boating season without any major incident. However, the lake is not the only area that needs coverage throughout the year, as evidenced by the brave actions of a deputy on the Kaskaskia River that saved a distressed citizen and our county from tragedy in July. There have been multiple incidents on and around our local river and due to flooding in lower-lying areas, like the area around Robinson Creek near my home where during heavy rain water exceeds its banks, that have led to the need of swift water rescue and recovery, which our dive team is trained to address.

The biggest issue expressed for the standdown order was the concern of risk to the county for uncovered activities of a dive team. We can agree to the need for a proper formation for insurance coverage. I think we can also agree that this situation could have been handled better, and had it been, we would not be 90 days without coverage in the county. We had the most qualified and highly trained dive team in the state, and now the city has taken action to get them back to work and ready to respond to the tasks for which they are trained.

The idea that a new team can be formed, trained, and ready to operate in a timely manner is misguided and implausible. Initial training is ~120 hours per member, which is basic level certifications. This does not include

the mental preparation for navigating dark water operations and the comfortability with all equipment functions and operating, not to mention learning to operate as a team, form trust, and integrate SOPs and a command structure. Most water training is paused during the winter months due to the dangers of weather conditions, and we are entering the cold season, which would prolong training. In addition, the continuing education requirement is 48 hours per member per year. A team must be comprised of at least 4 certified divers and one certified shore technician, and the team must be made up of a diver supervisor, primary diver, safety diver, 90% diver, and a primary line tender. 80% of personnel (equally divided between divers and shore personnel) must meet standards at any time, leaving only 20% of a team being in training. To get a full team of 5, it would require ~600 hours of training and all 5 would have to be fully qualified before the team could operate. In addition, they would have to meet their 48 hour continuing education requirements to stay certified. The training and standards data comes from the Public Safety Diving Committee Standards and Training for Basic Dive Teams through the Advisory Committee of the Illinois Law Enforcement Training and Standards Board.

As a fulltime job, it would take each of the 5 required members ~3 weeks to complete the basic level of training, provided they could get access to all the training requirements and get them to align consecutively. While this isn't impossible, after some discussions with experienced divers, it is unlikely. With minimum requirements combined with operating procedures, command structure, and comfortability and effectiveness, one team member could reasonably expect upwards of 15-18 months to be team ready at a very basic level, and in most cases, even longer if the team doesn't have a strong training program or access to training staff. That equates to between 6 - 7.5 years of combined training for a basic level team of 5 members. Even if the new team could get the necessary training, they would still be without the years of experience currently available with the existing team.

I urge strong consideration to the request from the City of Shelbyville to begin discussing an intergovernmental agreement. In the past 90-days, the city established a dive team and named a commander. It is all but certain that the qualified men and women who have served the county for years are ready to rejoin the team and get back to work. They will not have to spend hundreds of hours becoming certified and they will be ready to operate almost immediately. The city appears to be willing to take on the liability and most of the expense. If so, the county will no longer need to insure the dive team and the dive team vehicles, will not bear the responsibility for incident or accident, and the expense for utilities on the team-leased building would be shifted elsewhere. In addition, it is possible that all or most repairs, equipment purchases, and fuel expense will be removed from the county budget. Moreover, the citizens and visitors of the county will have the services of rescue and recovery restored. While I do not know what the costs, if any, could be to the county, it is worth opening discussions with the city. The ownership of vehicles and equipment is questionable. It has been stated that many of the items were donated from various organizations. Since the team was stated to not be properly formed under the county, then ownership by the county is also questionable. In absence of proof of payment for vehicles and equipment by the county, as well as titles registered to the county, it would be difficult to consider the sale of those assets.

Moving forward will be challenging. It will require some difficult discussions, setting aside some pride, and installing some objectivity to do what is in the best interest of our residents and visitors. We have an opportunity to move past this situation, put qualified divers and shore responders back to work, and move on to other topics in need of our attention within the county, all while removing liability and expense from the county. For us to wait and see if we can find at least 5 willing citizens to organize and become a team and spend another year and a half to get the requisite training is not responsible or necessary. We owe it to our residents, friends, neighbors, and visitors to begin discussions with open minds and objectivity and get to a quick solution.

Thank you,

Tad Mayhall

**SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
SHELBYVILLE, IL.**

REGULAR MEETING AGENDA

Meeting to be held at the Shelby County Airport
October 9, 2023
7:00 PM

- I. Call Meeting to Order
- II. Guest Speaker (If Scheduled)
 - 1 Jim Schwerman to present Farm Report
 - 2
- III. Approval of Minutes
- IV. Approval of Treasurer's Report
- V. Approval of Bills Presented
- VI. Airport Manager's Report
- VII. Old Business
 - 1 Discuss and amend current Hangar Lease
 - 2 Confirm time and date for TIPS meeting
 - 3
- VIII. New Business
 - 1
 - 2
 - 3
- IX. Adjournment

FILED
OCT 05 2023

Jenna Cox
SHELBY COUNTY CLERK

**Road and Bridge Committee
Meeting Agenda
October 6, 2023**

Date and Time of meeting: Friday, October 6, 2023 at 4:30 pm

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

Roll Call: Tim Brown, Clay Hardy, Mitchell Shuff, Brent Wallace

Also Attending: Wendy Gregory, Michael Tappendorf and Tim Baumgarten

Public Body Comment:

Approval of Minutes from previous meeting: September 11, 2023

Maintenance Department Update:

Engineers report:

Discuss and vote on Hamond & Reid agreement:

Discuss and vote on HLR Bridge inspections agreement:

Discuss and vote on Union proposal for laborer wages:

Moweaqua Bridge Pay Estimate discussion and vote:

Two scrap trucks/Sale and disposal of excess items discussion:

Engineer's assessment of outstanding projects:

Approval of Claims:

Approval of CPCA:

Adjournment: Next Scheduled Meeting will be November 6, 2023 @ 4:30 pm @ Highway Department

Oct 05, 2023

NOTICE OF FINANCE COMMITTEE MEETING

The Finance Committee will meet at 4:30 PM on Tuesday, October 10, 2023, in Courtroom B of the Shelby County Courthouse.

Agenda

1. Call to Order
2. Public Body Comment
3. Review claims (invoices) submitted for payment by County Departments from General Fund and Special Fund accounts not reviewed by the Road/Bridge committee.
4. Discussion and vote to make recommendation to County Board for approval to pay claims reviewed by the committee.
5. Adjournment

*** I will not be able to attend this committee meeting and would like to for Don Tate or Martha Firnhaber to conduct the meeting in my absents.

Thank You, Mark Bennett

Oct 05, 2023

FILED
OCT 11 2023
Jenine Jex
SHELBY COUNTY CLERK

NOTICE OF FINANCE COMMITTEE MEETING

The Finance Committee will meet at 4:30 PM on Tuesday, October 10, 2023, in Courtroom B of the Shelby County Courthouse.

Agenda

1. Call to Order – Present Don Tate acting chair for the meeting called the meeting to order at 4:30 pm. Present -Teresa Boehm, Sonny Ross, Martha Firnhaber, Tad Mayhall, Clay Hardy
Absent – Mark Bennett
2. Public Body Comment – no public body present.
3. Review claims (invoices) submitted for payment by County Departments from General Fund and Special Fund accounts not reviewed by the Road/Bridge committee.

*It was noted that about three receipts from restaurants requested reimbursement for tips and there was a receipt from Advanced Auto Parts had taxes charged. Need to remind department heads and employees that tips are not reimbursable and when making purchases for county equipment/goods that the establishment needs to be advised the county has tax exempt status.

*Abbott EMS of Illinois bill was pulled and needs to be looked into for Medicaid payment. The bill is lacking detail as to whether or not Medicaid was approached for payment.

4. Discussion and vote to make recommendation to County Board for approval to pay claims reviewed by the committee. Martha made the motion to submit all bills as submitted less the Abbott of Illinois bill to the full board for payment. Clay seconded. Don called for all in favor – unanimous aye. No nays.

Sonny motioned to approve minutes. Tad seconded. Unanimous aye. No nays

5. Adjournment Don made the motion to adjourn at 5:41 pm – Tad seconded. Unanimous ayes – no nays.

*** I will not be able to attend this committee meeting and would like to for Don Tate or Martha Firnhaber to conduct the meeting in my absents.

Thank You, Mark Bennett

FARM COMMITTEE MINUTES
OCTOBER 5, 2023

The farm committee met on October 5, 2023 at the Shelby County Courthouse courtroom A with 3 members in attendance. Cole, Shuff and Williams, McCormick was absent.

After public body comment, the first item on the agenda was to discuss and vote on custom farming for the 2024 season. Without a motion or a second, the item was passed over.

The second item up for discussion was fall herbicide application and soil testing. Mitchell made a motion to do the 3.3 grid soil testing, Jeremy second the motion. All yes votes. No action was taken on the fall herbicide.

The third item for discussion was the custom farm agreement. After a slight amendment to the agreement, Jeremy made a motion to accept the agreement, Mitchel second. All yes votes.

No old business.

New business, the county treasurer has filed a tax exempt form for the county.

Mitchel made the motion to adjourn, Jeremy second.

Carol Cole
Farm committee chairperson

Shelby County Zoning
315 1/2 East Main St.
Shelbyville, IL 62565
217-294-3876
Email: shelbyzoning@shelbycounty-il.com

October 10, 2023

Minutes for Zoning Board of Appeals

Meeting was held on September 28th, 2023, at 6pm In the Office of the Zoning Administrator.

Roll Call

Jim Hampton
Betsy Stilabower
Mike Meyers
Secretary Scott McKee

Absent Ted Warren

Resignation by Bruce Steinke the previous week

FILED
OCT 10 2023
Jemina Fox
SHELBY COUNTY CLERK

Agenda

Item #1

- Process application for Map Amendment for Troy Coleman to rezone his property at 1790 County Highway 42 for General Business.

Item #2

- Review and vote to approve amendments to the ordinances regarding solar farms and wind energy system standards.

In the absence of a Chairman, Secretary Scott McKee called the meeting to order at 6pm.

Reading of the minutes from the previous session were held.

Betsy Stilabower made a motion to accept the minutes. Jim Hampton seconded the motion. Motion passed.

Zoning Administrator Scott McKee presented Item #1. Discussion between the board about the fact that the property was not already zoned for business despite having several campers already on the property. Mike Meyers stated he felt the current state of the property was an eye sore and was uncomfortable with the idea of granting him the amendment if he was going to continue to have

campers scattered on his property with grass growing around them, but that he felt he needed to abstain from making any motions because he had a storage facility business near the proposed business location. Zoning Administrator said that it was an enforceable offense to have conditions like that, but that no person had turned in a complaint. Jim Hampton stated he didn't want to take away Troy Coleman's opportunity to run a storage business, especially since so many other similar businesses had been approved.

Betsy Stilabower made a motion to approve the application for a Map Amendment for Troy Coleman on the grounds that his business be kept in compliance with zoning ordinances, specifically regarding the upkeep of the grass and the scattering of campers on the grounds, which is a nuisance.

Jim Hampton seconded the motion.

All were in favor. Motion carried.

Zoning Administrator presented Item #2, the updated drafted ordinance regarding solar energy conversion systems and wind farms. Zoning Administrator explained the County Board had asked the item to be withdrawn until the Zoning Board of Appeals approved the drafted documents. The Zoning Board of Appeals, during its meeting on June 29th, had rejected the proposed updates on the grounds that they had not been reviewed by the States Attorney.

Zoning Administrator said he had since been in contact with the States Attorney about these documents and that Mr. Hanlon had expressed that, "The law is the law." That Shelby County was required to comply with the law the State of Illinois passed on January 27th regarding commercial solar and wind. Mr. Hanlon said, "Present for approval an amended ordinance that adopts the provisions of the state statute on Wind and solar energy and incorporate all aspects of the provisions relating to wind and solar restrictions as provided in state law."

Zoning Administrator went on to say that these documents were exactly that. That the point of these documents is to make Shelby County compliant with the State of Illinois. Expressed the only 2 legal options for the County are to adopt these ordinances or have no ordinances at all and miss out on the revenue collected in the permitting process.

Jim Hampton expressed that he was not in favor of wind farms but if it must happen, he wouldn't want the taxpayers to miss out on the opportunity to collect fees from these projects. Said he had been inundated with requests from solar companies about leasing property from him.

Mike Meyers made a motion to accept the updated drafted ordinances and recommend to the County Board that they adopt them.

Jim Hampton seconded the motion.

All were in favor. Motion carried.

Betsy Stilabower made a motion to adjourn.

Motion was seconded by Mike Meyers.

Adjournment at 6:23pm.

Minutes recorded by Secretary Scott McKee.

Shelby County Zoning Administrator

FILED
SEP 19 2023

Jenica Fox
SHELBY COUNTY CLERK

STATE OF ILLINOIS COUNTY OF Cumberland
THIS INSTRUMENT WAS FILED FOR RECORD
16th DAY OF June 2023 9:28 AM DULY RECORDED

RECORDED

DOCUMENT NUMBER: 2023R06793
State Imposed SHSP surcharge \$0.00

23-05
ORDINANCE REGULATING DC POWER LINES
IN CUMBERLAND COUNTY, ILLINOIS

- A. This Ordinance shall be known, cited and referred to as the Cumberland County DC Power Line Ordinance.
- B. Purpose
This Ordinance is adopted for the following purposes:
1. To assure that any development, production, and/or installation of DC Power Lines in Cumberland County is safe and effective subject to reasonable regulations intended to preserve the public health.
 2. To prevent fire hazards and power outages due to downed power lines as buried power lines protect the lines from wind, ice, and tree damage.
 3. To promote the safety of farming ground with power lines.
 4. To protect the property values of the residents.

DEFINITIONS

- A. "Applicant" means the entity or person who submits to the County, pursuant to this Ordinance, an application to install DC power lines within Cumberland County.
- B. "Direct Current (DC) Power" refers to the unidirectional flow of electrons and is the form of power that is most commonly produced by sources such as solar cells and batteries.
- C. "County Board" means the Cumberland County Board.
- D. "Owner" means the entity or entities with an equity interest in the DC Power Line including their respective successors and assigns. Owner does not mean (i) the property owner from whom land is leased for locating the DC Power Line (unless the property owner has an equity interest in the DC Power Line); or (ii) any person holding a security interest in the DC Power Line(s) solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the DC Power Line(s) at the earliest practicable date.
- E. "Engineer" means a qualified individual who is licensed as a professional engineer in any state in the United States.
- F. "Line" means those electrical power lines that carry Direct Current (DC) Power.

APPLICABILITY

This Ordinance governs the installation of Direct Current (DC) Power Lines in unincorporated areas of Cumberland County.

PROHIBITION

No DC Lines governed by this Ordinance shall be constructed, installed, or located within unincorporated areas of Cumberland County, unless prior siting approval has been obtained for each individual DC Power Line pursuant to this Ordinance.

SITING APPROVAL APPLICATION

- A. To obtain siting approval, the Applicant must first submit a siting approval application to the Cumberland County Board. The Cumberland County Chairman shall review the application and determine whether it is complete prior to any hearing before the Cumberland County Board.


- B. The application shall contain or be accompanied by the following information:
1. A DC Power Line Installation Project Summary, including, to the extent available: (1) a general description of the project, including (a) its approximate overall name plate generating capacity, (b) the potential equipment manufacturer(s), (c) type(s) of DC Power Line(s), (d) number of DC Power Line(s), and maximum diameter of the DC Power Line(s), and (e) the general location of the project; and (2) a description of the Applicant, Owner and Installer, including their respective business structures.
 2. The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Installers, and all property owner(s), if known, and documentation demonstrating land ownership or legal control of the property.
 3. A Site Plan for the installation of the DC Power Line(s) showing the planned location of each DC Power Line, including legal description of each site, Primary Structure(s), Property Lines (including identification or adjoining properties), setback lines, public access roads and turnout locations;
 4. All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance; and Certification by the applicant of compliance with all federal and state laws, regulations and requirements.
 5. Submission of an electronic map indicating the location of all parcels included in the project, including PIN and owner name, and showing each DC Power Line location and appurtenances upon those parcels, along with a hard copy of such map.
 6. Any other information normally required by the County as part of its permitting requirements for siting buildings or other structures.
- C. The Applicant shall notify the County of any changes to the information provided in the application process described above that occur while the siting approval application is pending, provided that material changes to the application shall not be allowed. Cumberland County, at its sole discretion, shall determine whether the change in the application is material.

DESIGN AND INSTALLATION

- A. Electrical Components
1. Insulation and burial specifications shall be approved by a third-party engineer approved by Cumberland County Board. The applicant shall be responsible for all expenses of the third-party engineer.
 2. All components of the DC Power Line(s) shall conform to applicable local, state, and national codes, and relevant national and international. All DC Power Line(s) wiring shall be insulated and buried underground to a depth at least 5 feet underground unless further depth is determined by a third-party engineer.

Presented, Passed, Approved, and recorded this 13 day of June, 2023.

County of Cumberland, Missouri


Floyd Holkenbrink, Chairman

Attest:


Beverly Howard, County Clerk

Shelby County Clerk - Jessica Fox

From: Shelby County District 11 - Carol Cole
Sent: Friday, September 29, 2023 11:19 AM
To: Shelby County Clerk - Jessica Fox
Subject: Farm committee agenda

Farm Committee Meeting Agenda
Thursday October 5, 2023 7:30 pm
Shelby County courthouse jury room B

Cole, McCormick, Shuff, Williams

1. Call to order
2. Roll call
3. Public body comment
4. Discuss and vote to send to full board for approval, custom farming for 2024, including county clerk to publish and advertise for bids, sealed bids to be returned to county clerks office by November 1, 2023
5. Discuss and vote on any farm related issues, including fall herbicide and soil testing
6. Discuss and vote on custom farm agreement
7. Old business
8. New business
9. Adjourn

FILED
SEP 29 2023

Jessica Fox
SHELBY COUNTY CLERK

Shelby County Clerk - Jessica Fox

From: Shelby County Board Chair - Bobby Orman
Sent: Thursday, September 28, 2023 11:23 AM
To: Shelby County Clerk - Jessica Fox
Subject: Oct 12 agenda

Jessica,
Please add
Agenda item

-Discussion and vote to engage Consociate Health to complete the Consumer Coverage Disclosure Act requirement that was signed into law in August of 2021.

Synopsis:

The CCDA requires all Illinois employers to provide a comparison of essential health insurance benefits covered by the employer-provided group health insurance plan and the list of essential health insurance benefits that are regulated by the state.

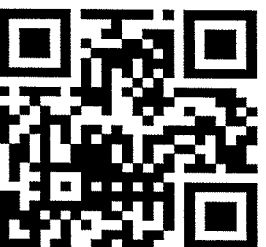
Thanks Bobby



CEFS Economic Opportunity Corporation

P.O. Box 928
1805 South Banker Street
Effingham, IL 62401
Phone: (217) 342-2193
Fax: (217) 342-4701
Email: cefs@cefseoc.org

For more information about our Agency and Programs, scan this code with your smartphone or visit www.cefseoc.org



C.E.F.S. Economic Opportunity Corporation does not discriminate in admission to programs or treatment of employment in programs or activities in compliance with the Illinois Human Rights

AGENCY SERVICES GUIDE

2023



CEFS Economic Opportunity Corporation

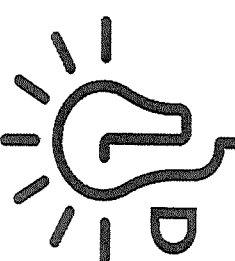
CEFS Economic Opportunity Corporation is a not-for-profit 501 (c)(3) Community Action Agency serving economically and socially disadvantaged persons in the seven rural Illinois counties of Clay, Effingham, Fayette, Shelby, Moultrie, Montgomery, and Christian.

CEFS is responsible for the development, implementation and evaluation of social service programs designed to meet the needs of the people in the area it serves.

CEFS Mission Statement

Provide opportunities for people in our communities through education and support to achieve and maintain stability.

All services through CEFS are dependent on eligibility and funding.



Did you know?

The CEFS name comes from the first four service counties in 1965:

Clay, Effingham, Fayette, and Shelby

Montgomery, Moultrie, and Christian Counties were added in 1967.

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CEFS Outreach Offices

To access services, please contact your county's Outreach Office listed below. Counties with food pantries have an * next to the county name.

All Outreach Office hours are:

Monday-Friday

8:30 am to 4:30 pm

(Arrangements for appointments outside these hours can be made upon request.)

Christian County Outreach	Clay County Outreach
220 W Franklin	835 West North
Taylorville, IL 62568	Flora, IL 62839
(217) 824-4712	(618) 662-4024
Effingham County Outreach	Fayette County Outreach*
1010 W Jefferson	517 W Gallatin
Effingham, IL 62401	Vandalia, IL 62471
(217) 347-7514	(618) 283-2631
Montgomery County Outreach*	Moultrie County Outreach*
8353 Route 127	114 E Harrison
Taylor Springs, IL 62089	Sullivan, IL 61951
(217) 532-5971	(217) 728-7721
Shelby County Outreach	
515 N Cedar	
Shelbyville, IL 62565	
(217) 774-4541	

CEFS Outreach

Homeless, Rental Services, and Community Services Block Grant

All people experiencing homelessness should be referred to CEFS regardless if another agency is assisting them.

Services available:

- **Emergency Hotel Vouchers**— For people who have no where to stay, a hotel voucher can be provided. This program will require participation in case management and permanent housing search.
- **Supportive Services**—Supportive services can include clothing, household goods, life skills, mental health counseling, substance abuse treatment, health care and dental assistance, and transportation.
- **Housing Assistance**—Outreach offers rental and utility assistance to prevent people from becoming homeless or to assist those who are homeless obtain a safe and affordable place to live.
- **Rental Housing Support Program** provides rent assistance for low-income households. The rent subsidies are based on income and those receiving a subsidy cannot be receiving any other rental assistance.
- **Disaster Relief**—Meet immediate needs (food, shelter, clothing, or assistance with obtaining ID or birth certificate) after a family experiences a natural disaster (tornado, flood, earthquake) or a housefire.
- **Employment Training Assistance**—Assistance for low-income individuals to obtain training or education that will lead to a degree, certification, or skill to increase employability. This program will assist with tuition, book, and program required tools and clothing.

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CEFS Outreach

Homeless, Rental Services, and Community Services Block Grant

- Transportation Assistance—Transportation assistance including bus passes, auto repairs and gas vouchers for employment, healthcare, and school.
- Food Pantry—Food pantries are available at the Fayette, Montgomery, and Moultrie County Outreach offices. Households may receive a food box one time per month or on emergency basis.
- Youth Activity Scholarships—Through the CSBG program, scholarships are given out to families who have school-aged children wanting to participate in a camp, class, or extra-curricular activities. The household must meet income guidelines. Applications are made available in February of each year.

Seasonal Program Services

- VITA—Tax preparation and filing assistance for low-income households. This service is usually available February through April.
- CSBG Scholarship—Annual income-based scholarship provided through the Community Services Block Grant (CSBG). Applications are posted on the CEFS website, Facebook, and available in each Outreach office. Applications are also sent out to schools and news releases are made.

CEFS Adult Literacy Program

The mission statement of CEFS Adult Literacy Program is to *utilize volunteers and other resources to help adults in our service area meet their literacy goals and to promote education as the key to personal, economic, and social stability.*

The CEFS Adult Literacy Programs provides **free** individual tutoring to adults 17 or older who are not enrolled in a traditional high school. We customize all lessons according to the needs of each learner:

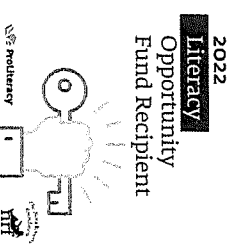
- Reading
- English as a new language
- Life Skills (filling out job applications, counting money, telling time, basic technology, more)
- Math



We welcome new learners. We never charge for our services. We welcome volunteer tutors, who must complete a 12-hour preservice training and pass a background check.

CEFS Adult Learning Center

1010 W Jefferson
Effingham, IL
(217) 347-7033 ext. 102
swilson2@cefseoc.org



This project was made possible by a grant awarded by the Illinois State Library (ISL), a division of the Office of Secretary of State, using funds designated for Literacy.

More information can be found at
www.cefseoc.org/outreach

More information can be found at
www.cefseoc.org/literacy

CEFS Head Start 0-5 Program

erving children and families in Christian, Clay, Effingham, Fayette, Montgomery, Moultrie, and Shelby Counties.



The CEFS Head Start 0-5 Program is a federally funded program that offers center-based (half and full-day classroom sessions) services to preschool children and home-based services to pregnant women, infants and toddlers.

Who is eligible for Head Start Services?

- Families who earn at or less than 100% of the federal poverty guidelines are income eligible to receive services. Families may also qualify under a categorical eligibility category (receipt of TANF funds and/or SNAP benefits, supplemental security funds, or homelessness as per the McKinney-Vento Act).
- Up to 45% of the program's enrollment can be from higher income families or families experiencing emergency situations. Head Start is required to provide services to children with disabilities who make up 10% of the total enrollment.

How to apply:

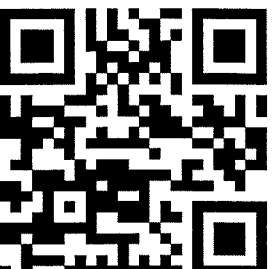
Applications for enrollment into the CEFS Head Start 0-5 Program are accepted throughout the calendar year.

For more information

call toll free (866) 442-1900

Or text (217) 663-7822

Applications can also be started online at www.cefsoc.org/headstart or scan this code with your smartphone.



CEFS Head Start 0-5 Program

Home-Based Program

(Pregnant Women, Infants and Toddlers)

- No entry or registration fees; no cost for services
- Weekly 90-minute home visits
- Monthly home visits for pregnant women
- Year-round program
- Parenting education and skills building
- School readiness activities; family engagement
- Bi-monthly family playgroups
- Health, nutrition, and social services
- Assistance with medical and dental appointments

Center-Based Program

(Children ages 3-5)

- No entry or registration fees; no cost for services
- High-quality, fun-filled educational setting
- Classroom sessions 4 or 5 times a week during school year
- Small class size and high staff-child ratio
- Healthy meals and snacks
- Bus services or transportation assistance where accessible
- School readiness activities; family engagement
- Health, nutrition, and social services
- Assistance with medical and dental appointments

Mission Statement

“Engaging children and families to build a strong foundation for future success through community partnerships, education and support.”

CEFS WIOA Program

Workforce Innovation and Opportunity Act Programs

The Workforce Innovation and Opportunity Act (WIOA) provides services to the following counties: Clark, Clay, Coles, Crawford, Cumberland, Edgar, Effingham, Fayette, Jasper, Lawrence, Marion, Moultrie, and Richland. WIOA is designed to strengthen and improve our nation's public workforce system and help get people—including those with significant barriers to employment—into high-quality careers and help employers hire and retain skilled workers.

Youth Program

The WIOA Youth Program provides employment and educational services to eligible out-of-school youth, ages 16 to 24, and low-income in-school youth, who face barriers to employment.

Youth Program services include:

- Vocational/classroom training
- Tuition assistance
- GED support
- Paid work experience
- Job search assistance
- Resume development
- Leadership skills
- Adult mentoring
- Job readiness training
- Financial literacy
- Supportive services such as transportation, childcare assistance, required tools, uniforms, etc.
- Follow-up services



WIOA Youth Program Application can be found by scanning this code with your smartphone.



CEFS WIOA Program

Workforce Innovation and Opportunity Act Programs

Adult Program

The Adult Worker Program provides training services and helps jobseekers achieve gainful employment and focuses on low-skilled and low-income workers.

Dislocated Worker Program

The Dislocated Worker program supports those individuals that have been affected by a layoff or business closing. The Dislocated Worker Program offers services to help eligible individuals who are 18 years of age and older find suitable re-employment.

The Adult and Dislocated Worker Programs services include:

- | General Services | Training Services |
|--|--|
| • Job search assistance | • Vocational/classroom training |
| • Resume and interview assistance | • Short-term training opportunities |
| • Local job listings assistance | • On-the-job training |
| • Labor market information exploration | • Registered apprenticeship opportunities |
| • Career planning and counseling | • Paid work experience |
| • Comprehensive assessment | • Supportive services such as transportation, childcare assistance, required tools, uniforms, etc. |
| • Career and academic testing | |
| • Interview preparation | |
| • Follow-up services | |

For more information can be found online at

www.cefseo.org/wioa

or by calling 217-347-2101.

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CEFS Central Illinois Public Transit & Effingham County Public Transportation

Serving Christian, Clay, Effingham, Fayette, Montgomery, Moultrie, and Shelby Counties

CIPT/ECPT is a rural demand response public transportation system serving the transportation needs of our seven county service area. Transportation services are available to everyone. Services can be utilized for almost any transportation needs, including employment, medical, and business needs. ETrax is a regularly established transportation route in the City of Effingham that has pick up and drop off at specified locations and times.

Service Hours	Dispatch Hours
Monday—Friday 6 am to 5 pm	Monday—Friday 6 am to 6 pm
Effingham County ONLY Monday—Friday 6 am to 8 pm	To schedule a ride, call 855-755-2478 TTY 711 or 1-800-526-0844
ETRAX (City of Effingham) Monday—Friday 8 am to 4 pm	
<i>Closures and limited routes on holidays.</i>	

Helpful Rider Tips:

- Same day trip reservations are allowed but availability may be limited. We suggest at least 24 hour advanced request.
- All vehicles are wheelchair accessible and meet ADA guidelines.
- Service animals are permitted on all vehicles. Personal animals are permitted in an appropriate carrier.
- Please be advised that the bus may arrive 15 minutes prior to or after your scheduled pick up time. Please schedule accordingly to allow for this variation. (Does not apply to ETrax.)
- Drivers have a 5 minute wait time from arrival time before proceeding with route. (ETrax has zero wait time.)

CEFS Central Illinois Public Transit & Effingham County Public Transportation

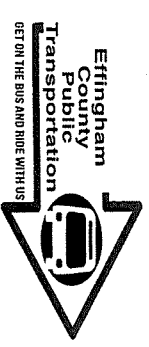
Fares

(Please have exact fare, driver cannot give cash back.)

In-County Rides ONLY	\$3.00 per one-way trip (Children 0-5 ride free with paying adult.)
	Seniors (60+) ride for a suggested donation
	Children 6-12, \$2.00 per one-way trip
	Monthly Pass (unlimited rides), \$35
	Disability Monthly Pass (unlimited rides), \$15
	Discount Book of 10 tickets, \$20 (no expiration)
Out of County Trips	\$1.00 per mile
ETRAX (City of Effingham)	\$1.00 per boarding (no charge for transfers from demand response routes, ECPT monthly passes honored)
Medicaid payments accepted for medical transports.	

CENTRAL ILLINOIS PUBLIC TRANSIT

1-855-755-CIPT(2478)



CIPT Title VI Policy

CIPT operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the 1964 Civil Rights Act. To file a complaint, please visit us at www.cefseoc.org/transportation-services
Financial support comes from: Illinois Department of Transportation ~ Agelinec (Area Agency on Aging for Lincolnland) ~ Midland Area on Aging ~ IDHS-Title XX.

More information and passenger handbooks can be found at
www.cefseoc.org/transportation

CEFS LIHEAP

Low Income Home Energy Assistance Program

The LIHEAP program is designed to help low-income households pay on their heating and electric bills. The program provides:

- One-time benefit to eligible households to help reduce energy costs
- Reconnection Assistance to help restore their service
- Furnace repair or replacement for homeowners

Percentage of Income Payment Plan (PIPP)

(Ameren Customers ONLY)

- The PIPP program pays a share of a monthly budget bill.
- Customers must enroll in Ameren budget billing.
- Customers are required to pay fixed monthly budget billing.
- Intake staff will talk to customer about the energy assistance options.

Warm Neighbors/Cool Friends (WNCF)

- Ameren customers who have monthly incomes over the LIHEAP limit may qualify for Warm Neighbors/Cool Friends (WNCF). The WNCF program matches customer payments up to \$500 from September 1 to May 31, and up to \$200 from June 1 to August 31.

Energy Efficiency Education

- LIHEAP helps customers save money on their utility bills with energy efficiency education. This is done through community events and individual education.
- LIHEAP helps Ameren customers sign up for free energy kits and home audits.

The U.S. Department of Health and Human Services and State of Illinois provides the funding for LIHEAP; funds are distributed through the Illinois Department of Commerce & Economic Opportunity (DCEO). The funding for WNCF is through the Energy Assistance Foundation.

CEFS LIHEAP

Low Income Home Energy Assistance Program

Please contact your local CEFS Outreach Office to apply for utility assistance.

Christian County Outreach	(217) 824-4712
Clay County Outreach	(618) 662-4024
Effingham County Outreach	(217) 347-7514
Fayette County Outreach	(618) 283-2631
Montgomery County Outreach	(217) 532-5971
Moultrie County Outreach	(217) 728-7721
Shelby County Outreach	(217) 774-4541



More information and income guidelines can be found at

www.cefseoc.org/liheap

CEFS IHWAP

Illinois Home Weatherization Assistance Program

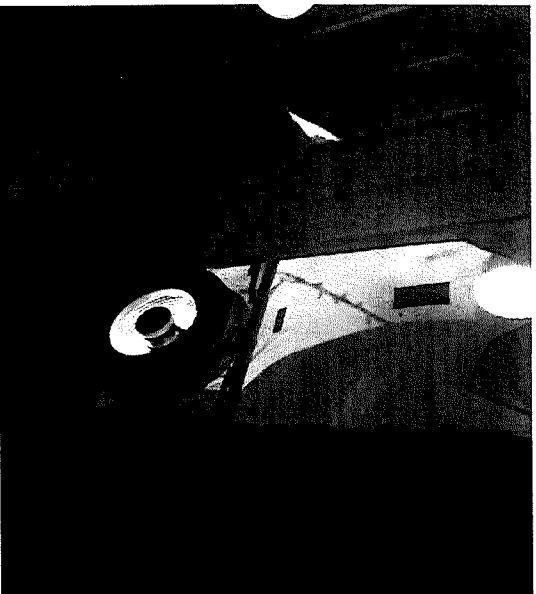
The Illinois Home Weatherization Assistance Program (IHWAP) is designed to help low-income residents save energy and money while increasing the comfort of their homes.

Weatherization services include having an assessment performed by a weatherization professional. Depending on the circumstances and condition of the dwelling, some of the following weatherization work may be done:

- Insulate attics and walls
- Insulate foundation
- Seal cracks with caulk or foam
- Repair doors and windows
- Repair or replace heating system
- Repair floor

Who is Eligible?

Eligibility is determined by family size and household income in accordance with federal guidelines. Weatherization services are free to households that meet the eligibility guidelines.



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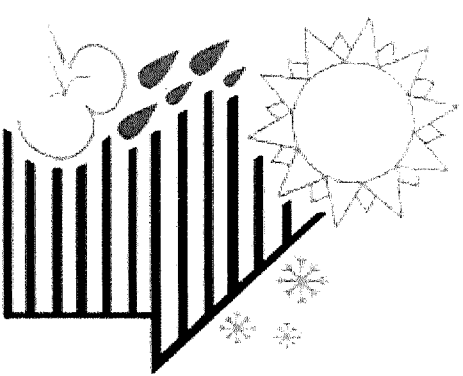
CEFS IHWAP

Illinois Home Weatherization Assistance Program

Please contact your local CEFS Outreach Office to get your name on the Weatherization list.

Christian County Outreach	(217) 824-4712
Clay County Outreach	(618) 662-4024
Effingham County Outreach	(217) 347-7514
Fayette County Outreach	(618) 283-2631
Montgomery County Outreach	(217) 532-5971
Moultrie County Outreach	(217) 728-7721
Shelby County Outreach	(217) 774-4541

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More information can be found at
www.cefseoc.org/weatherization

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CEFS Senior Programs Meals on Wheels

CEFS Meals on Wheels provides congregate and home-delivered meals to seniors in the five-county region of Christian, Clay, Effingham, Fayette, and Montgomery.

Meals on Wheels is available for anyone age 60 and older to participate and provides the following for participating seniors:

- Enhanced quality of life by through meals, fellowship with other seniors, and connections to other needed services in their community.
- Improved nutritional status—the fresh meals we serve contains 1/3 of the recommended nutrients for older adults.
- Daily check-in—Meal delivery volunteers are able to do a daily check-in and say “hello” on those unable to attend a congregate site.

Participants are encouraged to contribute as they are able, but no one will be denied a meal on the inability to donate.



MORE THAN JUST A MEAL.

CEFS Senior Programs Meals on Wheels

Please call your local Meals on Wheels site to reserve a meal.

Meals should be reserved a day in advance.

Effingham (217) 347-2851	Dieterich (217) 925-5461	Altamont (618) 483-6912
Beecher City (618) 487-5401	Flora (618) 662-6741	Vandalia (618) 283-1040
Ramsey (618) 237-0251	Pana (217) 562-5611	Taylorville (217) 287-7268
Kincaid (217) 237-4328	Litchfield (217) 324-3032	Hillsboro (217) 532-3662
Morrisonville (217) 526-3621	Suggested donation of \$4.00/meal	



More information and monthly menus can be found at
www.cefseoc.org/seniorservices

CEFS Senior Programs Retired Seniors and Volunteers Program (RSVP)

The AmeriCorps Seniors RSVP connects Americans aged 55 and over with volunteer service opportunities that meet their personal interests and make a difference in their communities. Their knowledge, skills, and life experience are of immeasurable value to the organizations and people they touch.

What are the requirements to register with RSVP?

- The volunteer must be 55 years of age or older.
- There is no special education or skill required, just a sincere desire to be of useful service to the community and a commitment to serve neighbors and friends.
- Each volunteer will complete an enrollment record which includes an agency background check.
- Each volunteer is asked to complete an enrollment record.
- Volunteers choose how and where they want to serve.



AmeriCorps

RSVP Service Ideas

- Making quilts for preschool classrooms, lap robes, afghans, and wheel chair/walker caddies for elderly residents
- Visiting and assisting residents in nursing homes
- Visiting or calling seniors wanting to remain living independently
- Serving and delivering meals for senior nutrition programs
- Assisting at local food pantries and food drives
- Assisting at local thrift stores
- Providing transportation to seniors for medical appointments
- Writing pen pal letters to area school children

More information can be found at
www.cefseoc.org/seniorservices

CEFS Senior Programs Senior Health Insurance Program (SHIP)

The Senior Health Insurance Program is a free statewide health insurance counseling service for Medicare beneficiaries and their caregivers.

SHIP is not associated with any insurance company.

SHIP counselors do not sell or solicit any type of insurance.

- SHIP counselors are trained to educate consumers, answer questions, and assist with enrollment for
- Medicare
 - Medicare supplements
 - Enrolling in Medicare part D
 - Securing financial assistance

SHIP works closely with the Illinois Department on Aging to provide counseling services to the aging population and aligns with the Department's mission to help older individuals maintain their health and independence while remaining in their homes and communities.



More information can be found at
www.cefseoc.org/seniorservices

Volunteer Opportunities

All of the CEFS Programs can benefit from volunteers! If you would like to be a volunteer with CEFS, you can scan this code with your smartphone to be taken to our Volunteer Sign-Up or visit www.cefseoc.org/volunteer to get started.



Donations and Memorials

If you would like to make a donation to CEFS or any of the CEFS Programs, you can scan this code with your smartphone to be taken to our Donate page or visit www.cefseoc.org/donate



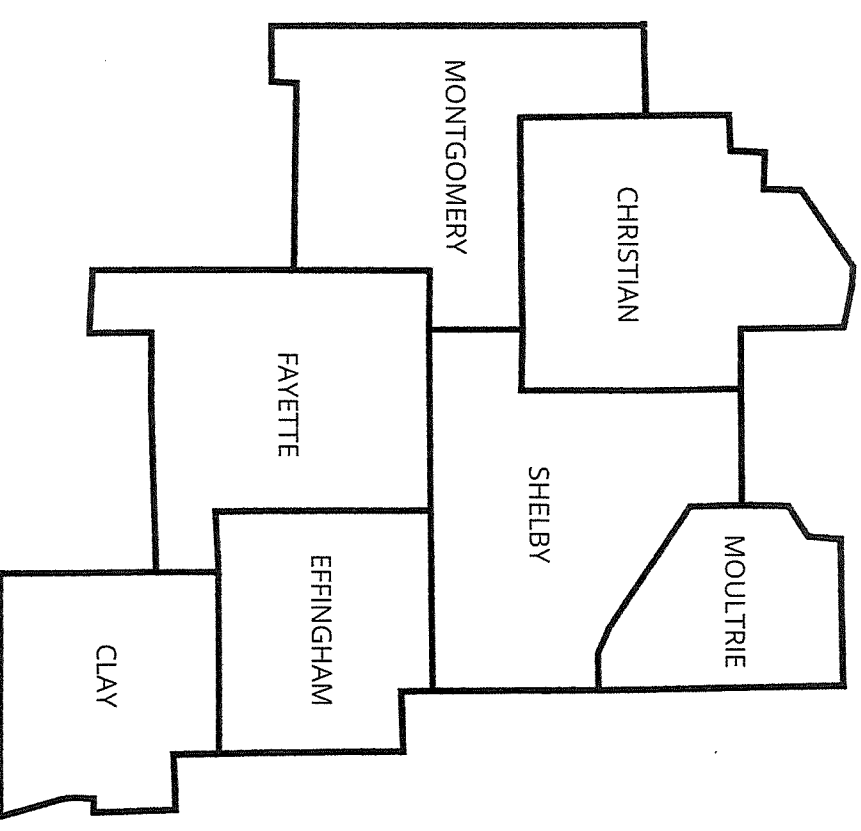
Memorials for loved ones can also be made to any of the CEFS Programs. Memorials are a great way to ensure the continuation of the CEFS Programming and Services. For more information, please contact our office at (217) 342-2193.

Community Action Promise

Community action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

CEFS Service Area

CEFS Economic Opportunity Corporation provides services and support to seven Central Illinois counties stretching across 4,213 square miles and with a population of over 167,700.



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September 29, 2023

NOTICE OF FARM COMMITTEE MEETING

There will be a Farm Committee (Cole, McCormick, Shuff and Williams) meeting on Thursday, October 5, 2023, at 7:30 PM. This meeting will be held in Courtroom A of the Shelby County Courthouse.

1. Call to Order
2. Roll call
3. Public Body Comment
4. Discussion and vote to send to full board for approval - custom farming for 2024, review and approve bid specs, request County Clerk to publish and advertise for bids, sealed bids to be returned to County Clerk's office by November 1, 2023
5. Discuss and vote on farm related issues including fall herbicide application and soil testing
6. Discussion and vote on custom farm agreement
7. Old business
8. New business
9. Adjournment