SHELBY COUNTY BOARD MEETING AGENDA July 11, 2024 7:00 PM Courtroom A - Shelby County Courthouse

- 1. Call to Order- Pledge of Allegiance Prayer
- 2. Roll Call
- 3. Approval of Minutes from June 13, 2024
- 4. Discussion and vote to approve the appointment of Christie Otis to County Board District 9 upon recommendation of the Republican Central Committee
- 5. Heather Wade, Probation CMO Discussion and vote to approve an IGA with Kane County for juvenile detention services
- Discussion and vote to approve rescinding board action (11/9/23) of declaring the 2012 Chevrolet Animal Control truck (VIN 1GNCNKPE06CZ225377) as surplus equipment upon recommendation of the Public Safety Committee
- 7. Michael Tappendorf, County Highway Engineer County Highway Report
- 8. Scott McKee, Zoning Administrator Discussion and vote to approve:
 - A. Road Use Agreement Items Tabled 6/13/24 (motion by Boehm)
 - B. Amendment to the fees schedule for Communication Towers
 - C. Discussion and vote to approve Zoning variance for Brian Rushing on parcel 0115-36-00-200-008 near Lake Mattoon
- 9. Discussion and vote on approval of increases in the salaries of State's Attorney, Public Defender, and Sheriff based on the Notice of Annual Salary Reimbursement COLA from the Dept of Revenue (55 ILCS 5/3-4007), raises are retroactive to July 1, 2024 (State's Attorney \$160, 099.73, Public Defender \$144,089.76, and Sheriff \$128,079.78)
- 10. Discussion and vote to approve the allocation of 1.25 million in ARPA funds to the Courthouse window project
- 11. Discussion and vote to approve payment of first tax installment for parcel 1812-03-00-100-001 for \$740.77 and parcel 1812-04-00-200-001 for \$2,809.78, total amount for both \$3,550.55
- 12. Discussion and vote to approve opening the closed meeting minutes/recordings from January 12, 2023, and March 14, 2024 closed session upon recommendation of the Legislative committee
- 13. Discussion and vote to approve a request for Benford & Brown CPAs to ascertain whether or not there are any funds in the State's Attorney's office during Hanlon's time in office to audit and report back to the Board Chairman and Legislative Chairman within 45 days upon recommendation by the Legislative committee
- 14. Discussion and vote to approve timekeeping policy on recommendation of the Legislative committee tabled June 13 on a motion by Edwards
- 15. Discussion and vote to approve amendment to credit card policy to include the Probation office and the Circuit Judge's department upon recommendation of the Legislative committee
- 16. Discussion and vote on Resolution to approve the Report of Selection of Election Judges 2024-2026 (lists submitted by County Central Committee Chairs/PC's and can be viewed in the County Clerk's office)
 - 17. Committee Reports

- 18. Chairman Updates
- 19. Chairman Appointments Discussion and vote to approve:
- 20. Correspondence
- 21.ARPA Fund Update
- 22.Old business
- 23. Approve Payment of claims
- 24. Public Body Comment
- 25.Adjournment

Please silence cell phones during the Board meeting.

Prayer is given by board member Jeremy Williams

SHELBY COUNTY BOARD MEETING

July 11, 2024 - 7:00 P.M.

Video of meeting can be viewed at shelbycounty-il.gov (Shelby County YouTube channel)

The Shelby County Board met on Thursday, July 11, 2024, at 7:00 P.M. in Courtroom A of the Shelby County Courthouse in Shelbyville, Illinois.

Chairman Robert Orman called the meeting to order. All present recited the Pledge of Allegiance and board member Jeremy Williams gave the prayer.

A moment of silence was held for the teenage victims of the July 10 tragic accident.

County Clerk Jessica Fox called the roll. Brown, Martin, McCormick, Morse, and Ross were absent.

Minutes for the June 13, 2024, board meeting was presented for approval. Hardy made motion to approve the minutes. Firnhaber seconded said motion, which passed by voice vote (16 yes, 0 no).

Upon recommendation of the Republican Central Committee, Christie Otis was nominated to fill the vacancy in County Board District #9 created by the resignation of Cody Brands. Williams made motion to approve the appointment. Nelson seconded said motion, which passed by voice vote (16 yes, 0 no).

Clerk Fox administered the oath and Otis took her seat on the board.

Probation CMO Heather Wade and officer Ryan Ambrose addressed the board requesting approval for an intergovernmental agreement with Kane County for juvenile detention services. Kane County will guarantee bed availability for those minors requiring juvenile detention services from Shelby County. Shelby County will be responsible for the transportation of the minors to Kane County, and Wade said she would work with the Sheriff's office on that issue. Wade reported the daily detention costs will be \$175 per day. (IGA attached to these minutes).

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

PSC Chair Mayhall said he had been approached by Animal Control Administrator Angela Miller about rescinding board action declaring the 2012 Chevy AC truck (VIN: 1GNCNKPE06CZ225377) as surplus because she feels the department will still need to rely heavily on the use of this truck.

Mayhall made motion to approve removing from surplus the 2012 Chevy truck used by animal control. Edwards seconded said motion. Discussion was held.

Administrator Miller addressed the board and provided a comparison sheet to the truck and topper approved for purchase by the board, to the vehicle/topper originally requested by Warden Hudson. Miller stated the old truck has 4-wheel drive and the topper is large enough to handle the larger dogs which is normally what they pick up. The cages on the new topper are very small and are above their heads. Miller said the new truck purchased by the board is just sitting because it unfortunately does not meet the needs of the animal control department. Miller said there is no way a large dog would be able to fit in the new topper. Miller informed the board the department needs a heavier truck (3/4 ton) with 4-wheel drive and preferably a chassis type topper for the animals, for ease of loading and officer safety. Money from the dog wash can help to offset the costs of a new truck and topper. Miller was encouraged to review the state bid site for trucks that would be better suited for their needs and see if there would be something available through that site, otherwise a new truck would have to be bid. Miller thanked the board for listening and for the options to look for a new truck.

Mayhall's motion, with Edwards second to rescind the declaration of surplus for the 2012 Chevy animal control truck passed by voice vote (17 yes, 0 no).

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

Michael Tappendorf referred to the monthly report previously sent to the board for review and updated the board on the recent activities of the department. Tappendorf reported the department planned to oil and chip county highway 3, as there is currently no funding available from IDOT for reconstruction of this road. Tappendorf reported that County Highway 5 has no bearing on County Highway 3, but there is only 12 million dollars throughout the entire district and Coles County has a large project that has taken a lot of money. There are no other funding sources so the department will do what they can to temporarily improve the conditions of County Highway 3. Tappendorf has said he has done everything he can do at this time to address issues with County Highway 3, unfortunately there is just no funding available.

Zoning Administrator Scott McKee addressed the board with 3 items for board approval. The road use agreement was tabled at the June 13, 2024, meeting on a motion by Boehm.

Shelby County Board Meeting July 11, 2024

McKee asked if anyone had any questions about the road use agreement. Boehm stated she thought McKee needed to do more research as to what utility companies consider a transmission line, which is normally dependent on the voltage of the line. Boehm encouraged McKee to reach out to the local electric utility companies and get their input. McKee said he would address this issue. McKee informed the board the change in communication tower fees was to incentivize these companies to allow emergency services to use these towers.

Firnhaber made motion to approve the amendment to the fee schedule for communication towers. Martz seconded said motion, which passed by voice vote (17 yes, 0 no).

The final item was a zoning variance for Brian Rushing on parcel 0115-36-00-200-008 so he can build a garage. The width of the parcel is only 50 feet wide and is zoned as agricultural. The Board of Appeal met and approved issuing this variance, as it is currently a hardship for Rushing.

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

Chairman Orman presented for approval salary increases for the full-time Public Defender (\$144,089.76) and for the Sheriff (\$128,079.78) due to the recent cost of living increase in the State's Attorney salary (\$160,099.73) (55 ILCS 5/3-4007). The State reimburses 2/3's of the Public Defender and Sheriff salaries. This salary adjustment will be retroactive to July 1, 2024.

Firnhaber made motion to approve the salary increases as presented. Tate seconded said motion, which passed by roll call vote (17 yes, 0 no). Ayes: Amling, Bennett, Boehm, Cole, Edwards, Firnhaber, Hardy Keenan, Martz, Nelson, Orman, Otis, Ross, Shuff, Tate, Wallace, and Williams. Nays: none.

Tate made motion to allocate 1.25 million in ARPA funds to the Courthouse window project. Firnhaber seconded said motion. A contract for the project has been signed, the Courthouse window replacement is just shy of 1 million dollars and the extra 250,000 is added for any onsite abatements that may need to be taken care of during the project, although Centrica doesn't expect any. Tate's motion, with Firnhaber's second, passed by roll call vote (17 yes, 0 no). Ayes: Amling, Bennett, Boehm, Cole, Edwards, Firnhaber, Hardy Keenan, Martz, Nelson, Orman, Otis, Ross, Shuff, Tate, Wallace, and Williams. Nays: none.

Boehm made motion to pay the first tax installment on the county farm parcels 1812-03-00-100-001 for \$740.77 (80 acres) and 1812-04-00-200-001 for \$2,809.78 (156 acres). Cole seconded said motion. Cole explained the reason she felt the county needed to pay these taxes were because Shelbyville schools and other taxing districts rely on these tax dollars. Orman asked if there were any amounts on the tax bill going to the other school districts, to which Cole responded no. Orman said when he pays his tax bill, his money goes into the general fund, and he has a problem paying taxes for districts he doesn't live in and said this has been the argument since the word go. This ground has not been found to be tax-exempt by the IDOR and some on the board feel this is double taxation, as money from the general fund goes to pay these taxes. Cole responded last year the wheat brought \$117,000 for the which also went into the general fund. Williams also replied this is taxation without representation as he said neither he nor Orman has a single constituent that would benefit from the payment of these taxes. Williams also said Firnhaber made a good point about double taxation. Williams said we are using tax money that has already been paid, to pay taxes again, it's a tax on a tax. Cole said there was \$90,000 worth of tax money paid out for the State's Attorney's office that taxpayers got nothing out of and this county has farm ground that they need to take care of. Cole said she felt the county threw away \$90,000 and didn't think twice about it. Edwards asked if the State's Attorney could give a legal opinion about paying these taxes. Treasurer Firnhaber stated she thought the prior State's Attorney had asked for an Attorney General opinion about the payment of these taxes.

Edwards made motion to table this item. Martz seconded said item. Motion to table passed by voice vote (16 yes, 1 no – Bennett).

Williams made motion to approve the opening of the Closed Session minutes/recordings from the January 12, 2023, minutes and the March 14, 2024, closed meetings. Williams was given an opinion from State's Attorney Woolery on Monday, after the committee had reviewed these closed session minutes in June. Firnhaber seconded said motion, which passed by voice vote (17 yes, 0 no).

Williams made motion to approve a request for Benford & Brown CPAs to ascertain whether or not there are any funds in the State's Attorney's office during Robert Hanlon's time in office to audit. Benford & Brown are to report back to the Board Chairman and Legislative Chairman within 45 days upon recommendation of the Legislative Committee. Firnhaber seconded said motion. Williams said he had asked several department heads if they had knowledge of any funds managed by the department head that should be audited. Williams said he didn't get any positive indications back, but that the funds in the budget are at the

Shelby County Board Meeting July 11, 2024

discretion of the department head. If Benford & Brown says there are funds to be audited in the SA office budget, the board could hire another firm to do the audit. Williams said they gave them 45 days since the 2022 audit is very late. Williams said since that firm has a lot of documentation from that office already, they are in a prime position to tell the county if there are any funds to audit. Orman said there are funds that the board manages and special funds that elected officials manage, such as the Circuit Clerk who must get a single audit yearly. Mayhall stated the board should make sure there are no conflicts of interests with this issue. Mayhall said he had 2 court cases in front of him where prior State's Attorney Robert Hanlon represented a founding member of the Benford & Brown auditing firm. Mayhall stated this is a significant conflict of interest. Mayhall said Benford & Brown should not have any input into this issue. Orman said he would contend the integrity of an auditor is something they hold near and dear. Mayhall said he has a settlement in Feb of 2023 where Hanlon was representing this firm. Orman said it is not about the officer its about the office and this is where we get hung up in the weeds. Orman said Benford & Brown has no bearing of who was in the office. Mayhall said if he heard Orman right, Orman saw no conflict of interest, to which Orman replied right as there are many CPAs in that firm and he doesn't know who is involved with our audit but doesn't think Ms. Benford is involved. Boehm asked why the county board wouldn't hire another firm to do this audit and Orman said this is simply a yes or no question, are there any funds to audit. Woolery replied that statutorily (55 ILCS 5/6-31005) the offices have public funds that should be audited when office heads change, it is all county taxpayer's money. The head of that office has the discretion to funnel that money where they need it. Woolery said she believed the statute required once there is turn over an audit must be done, she had no opinion whether that would be a forensic audit or a simple audit. Woolery said it was her opinion that the board also avoid the appearance of impropriety and she felt Mayhall had shown a very specific conflict of interest between the auditing firm and the head of the office who was controlling those funds during a period of time. Mayhall said he had done research on this firm and nothing on their site indicates any type of governmental accounting experience. Orman said Benford has a master's degree in governmental accounting, and she is a partner in the firm. Shuff asked why we weren't just going ahead and going the audit if we were required to.

Bennett called for the vote.

William's motion, with Firnhaber's second passed by roll call vote (10 yes, 7 nays). Ayes: Amling, Bennett, Edwards, Firnhaber, Keenan, Nelson, Orman, Otis, Tate, and Williams. Nays: Boehm, Cole, Hardy, Martz, Mayhall, Shuff, and Wallace.

Firnhaber made motion to remove from the table the timekeeping policy. Williams seconded said motion which passed by voice vote (13 yes, 4 no – Boehm, Cole, Edwards, and Mayhall).

Firnhaber made motion to approve the timekeeping policy. Williams seconded said motion. A lengthy discussion was held. Mayhall asked if CIRMA had taken a look at this policy and had helped write it. Firnhaber said they have emails from CIRMA who has reviewed this policy and given recommendations into the timekeeping policy which the legislative committee reviewed and passed. Mayhall stated there seems to be a lot of challenges with this timekeeping system for some departments. To withhold pay due to a system being down is an unfair policy and there are no exception to allow for more payroll submissions. Mayhall said there are some serious issues with this policy. The State's Attorney provided an opinion which conflicts with the timekeeping policy. Orman responded issues with the timekeeping system being down are a temporary problem which is attributed to power outage or server glitch. The system is still saving data being input by the employee. Ultimately this system is a uniform system across the county which takes risks out of the equation, there is no question there is an electronic signature on everything. A piece of paper can be erased, covered with white out, and it is up to the integrity of everyone involved to hold themselves accountable. With the electronic timekeeping system there is no question. The system will only work properly if employees/management get into it daily as discussed by the Legislative committee per Firnhaber. Firnhaber said employees and managers should be doing this daily as those who are doing this daily are not having any issues. Firnhaber said this is being done to protect everyone, employees, department heads, and taxpayers and reflects a true and accurate payroll. Boehm said to her understanding there are still employee payroll issues under the FOP contract and asked why it was 2-3 days after the pay period, before department heads are given a report, so they can check payroll themselves. Boehm said she didn't understand why there was such a refusal to have someone from CIC come and help figure out some of these issues the Sheriff's office is having, but there seems to be a resistance to getting people here to try and help. Orman said the department heads need to be staying up on the electronic timekeeping systems daily. Firnhaber said it was her understanding dispatch and corrections managers were having no issues with the time keeping system, the problem seems to lie with the deputies. Sheriff McReynolds agreed to sit down and go over payroll with the Treasurer, which SA Woolery said they attempted to do. CIC was here for 2 days to do remote training which was very quick. Probation CMO Wade said she has been requesting an additional training since May and was still requesting more training as she felt it was very necessary, although she only has 1 employee that uses the timeclock. Wallace said Highway Engineer Tappendorf was willing to help anyone having issues, although he understood the variables the Sheriff's office deals with that don't relate to other departments that aren't 24/7. Williams said

Shelby County Board Meeting July 11, 2024

that increased training efforts were part of the agreement the legislative committee discussed on July 2 when the committee decided to bring this to tonight's meeting. The Treasurer has reached out to CIC who can do some Zoom training. Williams agreed additional training is a need, he understands people have developed questions as they have used the timeclock and the TCP program. CIC is also working on getting a contract with a secondary internet company, so they have a backup for the system. Mayhall said there is no lack of willingness to use electronic timekeeping, there is a lack of knowledge/training. Mayhall said there needs to be a cooperation and partnership and not take elected official to task in a public meeting, as they want to make sure their people are getting paid accurately and on time. Employees are going to get paid for what they worked, no pay will be withheld, but there is a window of time (72 hours) the Treasurer's office must process payroll and they don't have time to try and figure how an employee might want paid if the time has not been properly entered into the system. If something is missed, it will be added on to the next payroll period. Woolery said she had concerns about the system being able to handle the Sheriff's needs.

Orman called the vote. Firnhaber's motion, with Williams second passed by roll call vote (12 yes, 5 no). Ayes: Amling, Bennett, Firnhaber, Hardy, Keenan, Nelson, Orman, Otis, Shuff, Tate, Wallace, and Williams. Nays: Boehm, Cole, Edwards, Martz, and Mayhall.

Williams made motion to approve an amendment to the County Credit Card Policy to include the Probation Department and the Circuit Judges office. Firnhaber seconded said motion, which passed by voice vote (17 yes, 0 no).

Firnhaber made motion to approve the list of Election Judges for 2024-2026, as submitted by the party chairs/precinct committee persons. Tate seconded said motion. (Some names were inadvertently left off the list received by the board members and a correct list was emailed to the board). List of EJ's to be commissioned by the Judge attached to these minutes.

Firnhaber's motion to approve, seconded by Tate passed by voice vote (17 yes, 0 no).

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

Finance committee chair Bennett deferred to board member Nelson who state pursuant to 55 ILCS 5/3-6018 (Sheriff control of internal operations) and the board's order of business, Finance will no longer review the Sheriff's bills, as the statute directs them to be paid.

Public Safety committee chair Mayhall said the committee had a great meeting last week and thanked Ms. Miller for stepping up and helping out with animal control and stated he appreciated the partnership with those involved.

Under Chairman updates Orman stated this afternoon he had a lengthy call with the auditor, they went through an overview of what is coming, they still have recommendations for some information to be finalized and they have yet another phone meeting to iron down the final report. Orman said what is taking so long is that every time they get into final report mode, something else pops up. An account that was not accounted for or an unknown. This will all come through and the auditors will explain that in their auditor report hopefully in the very near future.

Orman said in June the 9-1-1 board decided to move forward with an expansion project and move some repeaters around and add some repeaters funded by 9-1-1.

Orman reported there was no correspondence.

Under ARPA fund updates, Boehm said if she was reading the report correctly it looked like there was 1,117,614 not committed to anything, and this has to be earmarked by the end of December 2024.

There was no old business.

Mayhall made motion to pay the bills for July. Bennett seconded said motion.

Bennett said he needed to amend some of the claims, they had received invoices for the Coroner's Visa bill (\$282.19) and also received an answer as to the \$2,500 in office space for the coroner. The only question was when during the FY is this money being paid. In the past this was normally paid at the end of the FY (August). Coroner Phegley has submitted this payment in July which is mid-year. This money is in the coroner's budget. A bill for office essentials (\$93.45) for the Board of Review was also included in the amendment. Mayhall seconded motion to amend the bills. Amendments passed by voice vote (17 yes, 0 no).

Payment of claims as amended passed by roll call vote (17 yes, 0 no Ayes: Amling, Bennett, Boehm, Cole, Edwards, Firnhaber, Hardy Keenan, Martz, Nelson, Orman, Otis, Ross, Shuff, Tate, Wallace, and Williams. Nays: none.

Shelby County Board Meeting July 11, 2024

At this time (9:19 PM), Chairman Orman called for Public Body Comment.

Meeting livestream archived at shelbycounty-il.gov on the Shelby County YouTube.

Public Body Comments/Opinions expressed are summarized as follows:

Questions about dive team response procedures/agreements with other counties Animal Control truck issues
Communication, leadership, words with good actions
SA audit required by statute
Social media posts
County audit
Respect/lack of respect

Williams made motion to adjourn until the next regular meeting to be held on August 8, 2024. Nelson seconded said motion, which passed by voice vote (17 yes, 0 no). The meeting was adjourned at 9:54 P.M.

Jessica Fox

Shelby County Clerk and Recorder

ROLL CALL VOTES IN COUNTY BOARD		
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July 11, 2024	REGULAR MEETING	
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	RO	LL CA	\LL				i	QUES	TION	S			
		7 /11/2024	1 /2024	Salary Increase ON MOTIONS TO Pub Def + Sheriff	ColA - SA	1.25 million ON MOTIONS TO ARPA Funds	project	Berrece Brown ON MOTIONS TO SA Funds to	<i>סחקי</i> ָּג	Time Keyang ON MOTIONS TO Policy	,	Payment of on MOTIONS TO Claims	
COUNTY BOARD MEMBERS	MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
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COLE, CAROL	0	/		V		1			2		2	/	
EDWARDS, JULIE		✓				/		3			3	/	
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KEENAN, DOUG		✓				/		5		5		/	
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WILLIAMS, JEREMY		V		V				10		12		/	

Otis sworn + seated STATE OF ILLINOIS)
SHELBY COUNTY)

OFFICIAL OATH

I, CHRISTIE OTIS, having been APPOINTED to the office of

SHELBY COUNTY BOARD DISTRICT #9

for the unexpired term
July 11, 2024 – November 30, 2024
(to fill the vacancy created by the resignation of Cody Brands)

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 #9

to the best of my ability.

Signed and Sworn To, or Affirmed before me this 11th day of July, A. D. 2024.

(Official Title

STATE OF ILLINOIS)
)
County of Shelby)

CERTIFICATION OF APPOINTMENT

SHELBY COUNTY BOARD MEMBER DISTRICT #9

TO ALL WHOM IT MAY CONCERN:

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

Christie Otis

was duly appointed to serve as:

SHELBY COUNTY BOARD MEMBER DISTRICT #9

FOR THE UNEXPIRED TERM
July 11, 2024 through November 30, 2024
(vacancy created by the resignation of Cody Brands)

Dated: July 11, 2024

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF SHELBY, Illinois, a local unit of government, (hereinafter referred to as "SHELBY COUNTY") and the COUNTY OF KANE, Illinois, a local unit of government, (hereinafter referred to as "KANE COUNTY") both organized and existing under the laws of the State of Illinois;

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, the COUNTY OF SHELBY and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, the COUNTY OF SHELBY and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF KANE and the COUNTY OF SHELBY are authorized to establish, support and maintain a detention home for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF SHELBY is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide;

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT and the DESIGNATED COURT SERVICES STAFF (hereinafter, referenced as "AUTHORIZED SHELBY COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF SHELBY may expend tax receipts for detention services pursuant to an agreement with the COUNTY OF KANE (55 ILCS 75/9.3); and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do agree to the following terms and conditions.

- 1. The foregoing recitals are incorporated herein as provision hereof.
- 2. The AGREEMENT commences upon date of approval and signature by SHELBY COUNTY and KANE COUNTY and will continue from date of signing to September 1, 2025.

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Agreement SHELBY COUNTY & KANE COUNTY
September 1, 2024

SHELBY COUNTY CLERK

3. HOUSING

- 3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to the needs of SHELBY COUNTY, while remaining in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures, the Illinois Juvenile Court Act, Administrative Office of Illinois Court (AOIC), Illinois Department of Juvenile Justice (IDJJ) and Prison Rape Elimination Act (PREA) Standards. This includes NOT detaining status offenders and/or contempt of court offenders whose detainment originates from status offenses in accordance with the Juvenile Court Act.
- 3.2 It is agreed that SHELBY COUNTY shall utilize the current Kane County Juvenile Justice Center Detention Screening Instrument and Authorization form to authorize detainment until a statewide screening instrument is implemented; at which time, the new instrument is utilized. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38, St. Charles, Illinois.
- 3.3 In the event that an SHELBY County juvenile offender presents with a mental health or medical condition that requires specialized inpatient treatment, in line with AOIC standards, KANE COUNTY shall refuse intake for the minor until the minor is determined to be stabilized by a qualified mental health or medical professional, and whose aftercare or follow-up treatment is appropriate for detention in a juvenile facility, as more fully addressed in Section 7.4 in this Agreement.

4. COMMUNICATION BETWEEN KANE AND SHELBY COUNTY

- 4.1 Prior to admission, an AUTHORIZED SHELBY COUNTY OFFICIAL or sworn peace officer shall contact the Kane County Juvenile Justice Center for screening purposes and provide the following information:
 - (a) A court order or a warrant authorizing the detention of the minor.
 - (b) All health care and mental health information shall be provided to KANE COUNTY medical and mental health personnel in keeping with all applicable regulations and statutes.
 - (c) Contact information for the detained minor's parent(s) and/or guardian(s).
 - (d) Any information regarding the juvenile in custody, pertinent to ensuring the safety, security and welfare of the detained minor (e.g. alleged or underlying offense(s), criminal history, and immediate medical and/or mental health care issues).
 - (e) Information regarding the date, time, and place of the detained minor's next court hearing.

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Agreement SHELBY COUNTY & KANE COUNTY
September 1, 2024

- (f) Date and time of detention hearing, and whether the hearing will be in person (including name of transporting agency) or virtual.
- 4.2 The following ongoing information shall be exchanged between the Kane County Juvenile Justice Center and SHELBY County:
 - (a) KANE COUNTY shall provide SHELBY COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by SHELBY COUNTY at the Kane County Juvenile Justice Center, including but not limited to: death, regardless of cause; escape or attempted escape; attempted suicide; serious injury to include accidental or self-inflicted; a medical emergency requiring emergency services outside of the Kane County Juvenile Justice Center: assaultive behavior by or toward the minor; ongoing or significant disregard for the rules and regulations of the Kane County Juvenile Justice Center by the minor; any incidents involving the minor which result in the filing of a police report or placement of the minor on individual programming.
 - (b) In the case of the escape or attempted escape of an SHELBY COUNTY minor confined in the Kane County Juvenile Justice Center, the Kane County Chief Judge's Office or the Kane County Juvenile Justice Center shall notify the Sheriffs of Kane and SHELBY County promptly by telephone, so they may use all reasonable means to recapture the minor. The escape of an SHELBY COUNTY minor must be reported immediately by telephone to the Sheriff of SHELBY County. The date of such escape and the return to custody must be reported in writing to the Sheriff of SHELBY County within forty-eight (48) hours of said escape.
 - (c) SHELBY COUNTY shall provide KANE COUNTY with information on any upcoming court hearings and/or scheduled release dates for any minors detained by SHELBY COUNTY.
 - (d) SHELBY COUNTY shall provide KANE COUNTY with any subsequent information regarding the juvenile in custody, including serious mental health concerns or behaviors that could pose a risk to staff or other detained minors.
- 5. SCOPE OF DETENTION SERVICES: KANE COUNTY shall provide minors with detention services as provided for in the Juvenile Court Act of 1987 (705 ILCS 405), all other governing statutes, and all detention regulations promulgated by the IDJJ, AOIC, and PREA Standards. Services offered to minors housed for SHELBY COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

6. TRANSPORTATION OF MINORS

An AUTHORIZED SHELBY COUNTY OFFICIAL, or the appropriate arresting agency's designated law enforcement official, pursuant to the established policies of SHELBY COUNTY, shall provide for transportation of minors to and from KANE COUNTY for initial admission. Thereafter, an AUTHORIZED SHELBY COUNTY OFFICIAL shall provide transportation of minors to and from KANE COUNTY for scheduled off-site health care services, court-ordered furloughs, IDJJ commitments, residential placement dispositions and court hearings. Yet, in the case of non-scheduled off-site medical care services, such as emergency hospital care, KANE COUNTY shall provide such transportation as is necessary for the juvenile to receive such care. For the expense and staffing of such trip, SHELBY COUNTY shall compensate KANE COUNTY for mileage (current IRS rate) and any other transportation expenses incurred (i.e., tolls, parking, etc.), and additionally, for off-site staffing coverage required for the minor at an hourly rate of \$100; if the transport occurs on a holiday, the rate will be \$150 per hour. SHELBY COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED SHELBY COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

7. HEALTH CARE SERVICES

- 7.1 KANE COUNTY shall provide basic health care services as outlined by IDJJ and AOIC standards. In accordance with AOIC standards, all residents will receive a physical examination within seven (7) days if they return from their detention/bond hearing.
- 7.2 The parent(s)/guardian(s)/minor's medical insurance shall pay for any health care services received at a facility outside of the Kane County Juvenile Justice Center and this includes any emergency health care services deemed necessary by KANE COUNTY. The parent(s)/guardian(s)/minor's medical insurance shall pay for any prescribed medications. With the assistance of SHELBY COUNTY, KANE COUNTY shall coordinate with the parent(s) or guardian(s) to obtain insurance information. In the event the minor is not covered by medical insurance, SHELBY COUNTY shall be responsible and bear any and all expenses arising from any prescribed medications or medical services provided to the minor at a facility outside of the Kane County Juvenile Justice Center. As between KANE COUNTY and SHELBY COUNTY, SHELBY COUNTY shall become the responsible party and bear any and all payments of outstanding medical bills but shall retain any rights it may have to seek reimbursement from the minor, the minor's parent(s)/guardians(s), any insurance carrier, or any other responsible party.
- 7.3 In the event a minor detained for SHELBY COUNTY is admitted for hospitalization for emergency health care services, KANE COUNTY will immediately notify SHELBY COUNTY Probation and Court Services (or other person authorized by the Chief Judge of the Circuit Court for the Fifteenth Judicial Circuit). SHELBY COUNTY shall compensate KANE COUNTY for mileage (current IRS rate) and any other transportation expenses incurred (i.e. tolls, parking, etc.), and additionally, for off-site staffing coverage required for the minor

at an hourly rate of \$100; if the transport occurs on a holiday, the rate will be \$150 per hour as more fully addressed in Section 8 in this Agreement.

7.4 The parties agree that the intent of juvenile detention is to house delinquent minors pending court proceedings; it is not to be used in lieu of treatment for minors in need of mental health treatment such as psychological services or specialized medical care. Minors who require mental health treatment at a level of care higher than an outpatient setting are not appropriate for detention. These minors will need to obtain the proper treatment in the appropriate medical or mental health care facility and be medically and/or psychologically stable before they are accepted for detention. Should a minor be deemed in need of inpatient mental health care services, specialized medical care or in need of services outside the scope of juvenile detention, as determined by a Licensed Practitioner of the Healing Arts with a valid clinical license in the state of Illinois, Kane County will require that the minor be removed from the facility within 72 hours, with all costs of transportation assumed by SHELBY County. Should the minor not be removed within 72 hours, SHELBY County agrees to pay a per diem rate of \$500/day in consideration for increased level of care required for the subject minor.

8. FEES AND PAYMENT

- 8.1 As consideration for the foregoing, SHELBY COUNTY agrees to provide compensation to KANE COUNTY for the following detention services:
 - (a) Per diem fee: The amount of \$175.00 per day, per minor, for occupied detention beds. KANE COUNTY shall provide an invoice to SHELBY COUNTY by the tenth day of the month reflecting services provided during the previous month. SHELBY COUNTY shall remit payment within 60 days after receipt of such invoice.
 - (b) Transport fees: Any out-of-building transport provided by KANE COUNTY for SHELBY COUNTY will be in the amount of \$100 per hour; if the transport occurs on a holiday, the rate will be \$150 per hour. Transport to IDJJ will require a flat rate of \$100.
 - (c) Medical fees: SHELBY COUNTY will reimburse KANE COUNTY for all lab fees, X-rays and prescription medications.

9. INDEMNIFICATION

9.1 KANE COUNTY shall be responsible for and shall indemnify, defend with counsel of SHELBY COUNTY's own choosing, and hold harmless SHELBY COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KANE COUNTY, the confinement of any SHELBY COUNTY juvenile at the KANE COUNTY Juvenile Justice Center, and any practice, policy, rule, regulation, act or omission of KANE COUNTY, or any officers, agents, employees, or servants, relating to the custody, care, supervision, transport of any SHELBY COUNTY

minor in the custody of KANE COUNTY or relating to the maintenance of KANE COUNTY property or premises, to the fullest extent authorized by law.

SHELBY COUNTY shall be responsible for and shall indemnify, defend with counsel of KANE COUNTY's own choosing, and hold harmless KANE COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by SHELBY COUNTY or suits brought by, or on behalf of, any SHELBY COUNTY minor housed pursuant to this Agreement, arising out of any practice, policy, rule, regulation, act or omission of SHELBY COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any SHELBY COUNTY minor while in the custody of SHELBY COUNTY, to the fullest extent authorized by law.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, clothing and related medical expenses of KANE COUNTY or their agents or employees which may result from the presence of SHELBY COUNTY juveniles during contractual incarceration shall be the sole responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each occurrence with \$10,000,000 million in aggregate and comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit. KANE COUNTY's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by KANE COUNTY or KANE COUNTY's employees. KANE COUNTY's coverage shall name the County of SHELBY as an additional insured, with its members, representatives, officers, agents and employees. Certificates of such insurance detailing the coverage therein shall be available to the County of SHELBY upon execution of this Agreement.

Alternatively, a self-insurance reserve of \$1 million with excess coverage of \$20 million is acceptable if KANE COUNTY self-insures.

- 9.2 Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification provisions.
- 10. EFFECTIVE DATE, AMENDMENT, MODIFICATION AND RENEWAL: This AGREEMENT shall become effective upon the date of acceptance by all parties hereto. This AGREEMENT may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. This AGREEMENT may be cancelled by any party hereto upon sixty (60) days written notice to all parties.
- 11. APPLICABLE LAW: This AGREEMENT shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be the Sixteenth Judicial Circuit, State of Illinois.

- 12. FINAL AGREEMENT OF PARTIES: This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this AGREEMENT, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification or termination of this AGREEMENT shall be binding upon the parties hereto unless the same is in writing and appropriately executed.
- 13. NOTICES: Any Notice given pursuant to a preceding Section of this AGREEMENT shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. In the case of notice to SHELBY COUNTY, any notice shall also be sent to SHELBY County State's Attorney, 301 E. Main Street, Shelbyville, IL 62565. In the case of notice to KANE COUNTY, any notice shall also be sent to Kane County State's Attorney, 100 South Third Street, 4th Floor, Geneva, IL 60134.
- 14. AUTHORIZATION: SHELBY COUNTY and KANE COUNTY represent that all necessary acts have been taken to authorize and approve this AGREEMENT in accordance with applicable law and this AGREEMENT, when executed by the parties hereto, shall constitute a binding obligation of SHELBY COUNTY and KANE COUNTY, legally and enforceable at law and equity against both.
- 15. SEVERABILITY CLAUSE: If any provision of this AGREEMENT is held to be invalid, that provision shall be stricken from this AGREEMENT and the remaining provisions shall continue in full force and effect to the fullest extent possible.
- 16. RULES AND REGULATIONS: It is agreed by and between the parties hereto that SHELBY COUNTY minor confined to the KANE COUNTY Juvenile Justice Center facility pursuant to this Agreement are subject to the rules and regulations of the KANE COUNTY Juvenile Justice Center facility and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the SHELBY COUNTY Jail.
- 17. NON-DISCRIMINATION: KANE COUNTY agrees that no SHELBY COUNTY minor confined in the KANE COUNTY Juvenile Justice Center facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.
- 18. PREA Compliance: As of the date of execution of this AGREEMENT, the KANE COUNTY Juvenile Justice Center Superintendent has adopted and the KANE COUNTY Juvenile Justice Center is in substantial compliance with the national standards to prevent, detect, and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape Elimination Act (PREA) 28 C.F.R. Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.

19. EXECUTION: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of SHELBY COUNTY and the KANE COUNTY.

KANE COUNT

Chairman, Kane County Board

719 S. Batavia Avenue Geneva, Illinois 60134 Date: 57 4 2004

SHELBY COUNT

Chairman, SHELBY County Board

301 E. Main Street Shelbyville, IL 62565 Date:

SEP 1 6 2024

SHELBY COUNTY CLERK



2024 \$39,000

Work Duty ¾ ton Truck

4 wheel drive

Dual Cab

Custom Fiberglass Animal Transport Unit \$20,250

- -Chassis Mounted body
- -Built to last, 30+ years
- -Designed for safety of animals & handler
- -Drainage system
- -Custom compartment sizes for storage & quarantine
- -Forced fresh air or AC ventilation
- -Lights/alarms
- -Go light for locating animals
- -Pull out ramp for large dog loading
- -Drop Shipping, Install, & Delivery

Total:

\$59,250

NOTE:

The DogWash was installed in 2015 to bring in additional AC funds. To date it has earned a \$33,000 profit. NON-taxer payer \$ specifically to be used for THIS! The \$75k truck budget included this money.



2023 \$38,125

Light Duty ½ ton Truck

2 wheel drive -won't go in snow/ice/mud

Single Cab -no storage nor co-employee

Aftermarket Aluminum Truck Topper \$10,539

- -Slide-In Unit
- -Might last 5 years, built cheaply
- -None
- -None
- -Compartments too small for large dogs, no quarantine compartment. Modifications needed ~\$500
- -Vent fan weak, pushes no air
- -Lights/Alarms
- -Aftermarket light needed \$350
- -Aftermarket ramp purchased \$150
- -Additional: Shipping \$1,269

Install:

\$1,800

Drop/Pickup:

~\$150

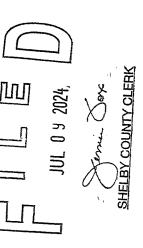
Total: \$52,883

- + Maintain additional truck \$
- +License/Insurance on old truck \$
- +Replace in a few years \$

19

Engineer Report:

- Resolutions for County Board Approval
 - o None
- Items for Future Discussion
 - o Engineering Agreements
 - County Highway 40 Structure Replacement
 - Lakewood/Dry Point Townships Structure Replacement on 400N
- Highway Department Team/Completed items
 - Maintenance team Construction season
 - Oiling South of Trowbridge.
 - Oiling of Findlay Road/CH 3.
 - Lakewood Township 5050
 - Mowing North half of County
 - Filling of Potholes
 - Delivering Culverts
 - Ditching on County Highway 40
 - Maintenance around Department building
 - Culvert Installation on Findlay Road
 - Weed Control/Spraying
 - Fixing Downed Signs
 - Rock Hauling
 - Working on equipment
 - Front Office Team Construction/Inspection Season
 - Normal Day to Day operations.
 - Oconee Bridge Inspection
 - Prairie Township Bridge/Culvert inspection
 - Continued ICC Coordination for Multiple RR Xings in County.
 - Continued Planning on Multiple Drainage issues around County.
 - Preliminary planning on Pavement Preservation Plan
 - Coordination on Insurance claims for damages.
 - Environmental Survey Requests for bridges and materials.
 - Finalize Design and Submittal of County Highway 3 Plans and Specifications.
 - Qualification Based Selection process for Engineering Proposals
- Personnel
 - o Steady and doing well.
- Projects
 - o County Highway 3
 - Programming for year has been released. We will not be reconstructing the road this year. It is slated to be oil/chipped next weather permitting day. This will help to make the road manageable till full reconstruction occurs. I am still pressing forward to get it reconstructed as soon as possible.
 - o County Highway 5 Reconstruction
 - Project came in at \$1,494,484.30, \$20k+/- under the Engineering estimate.



- County Highway 40 Bridge Reconstruction
 - QBS coming next month
 - Bridge on County Highway 40/Greezy road is requiring Qualification
 Based Selection procedures for choosing engineering firms.
- o Prairie Bridge
 - Project is near completion
- Oconee Township Bridges 2 Separate Projects
 - Section 19-11120-00-BR, Federal Bridge project.
 - Project is progressing and near completion. Bridge and Backwalls completed. Approach work will be next to be completed.
 - Section 21-11120-00-BR, Rebuild IL Bridge Project.
 - We are waiting on the other bridge to be constructed and operational.
- o Union Pacific Railroad Crossings.
 - Todd's Point RR Crossing. Reconstruction on 2250N coming soon.
 - Gonzalez RR Crossings 3 North of Shelbyville. Consultant is pursuing design.
 - 6 Union Pacific Crossings from County Line to Findlay. Estimates are at ICC for approval.
- o Bridge Inspections are complete until this Fall.
- Other
 - Equipment Wish List from Labor Force.
 - The County Highway Department Is appreciative of the support from the R/B committee and County Board. For the next few months, we do not anticipate any large purchases. But will be focused on maintenance of the roads.
 - Expectations Please be forthcoming if anything is not meeting expectations.

Resolution	Number:	2024-	38	
resolution	muniber.	ZUZ4-		

WHEREAS amendments to the Zoning Ordinance of Shelby County have been made by the Zoning Administrator and were referred to the Shelby County Zoning Board of Appeals for public hearing at its meeting on May 23rd, 2024, and the Zoning Board of Appeals recommended such amendments be approved by the Shelby County Board; and

WHEREAS 55 ILCS 5-12, grants authority to the County Board 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 County Ordinance 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 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

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

RESOLUTION NO. 13-13, A RESOLITION PROVIDING FOR CERTAIN FEES TO BE CHARGED FOR COMMUNICATIONS TOWERS be amended as follows;

Building permit for a communications tower - "0-50 feet shall be \$500 with \$15 per foot charge after. However, IF the tower owner agrees, for the lifetime of the tower facility, that Shelby County may place any equipment on said tower at no charge, the per footage fee will be lowered to \$5 per foot."

Duly adopted and approved this _	11th	day of July	_,_2024
Robert brook Chairman	_	Augs 17	·

Shelby County Board

Nays_&

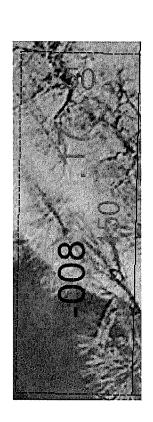
ATTEST:

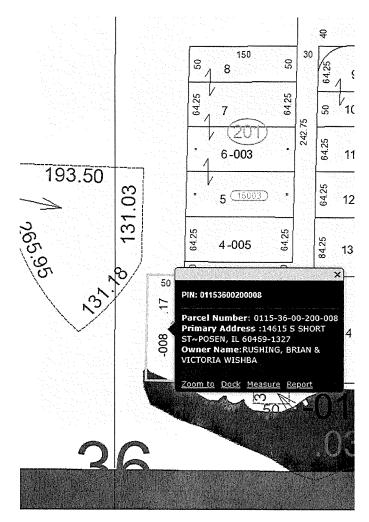
Abstain___*Ø*_

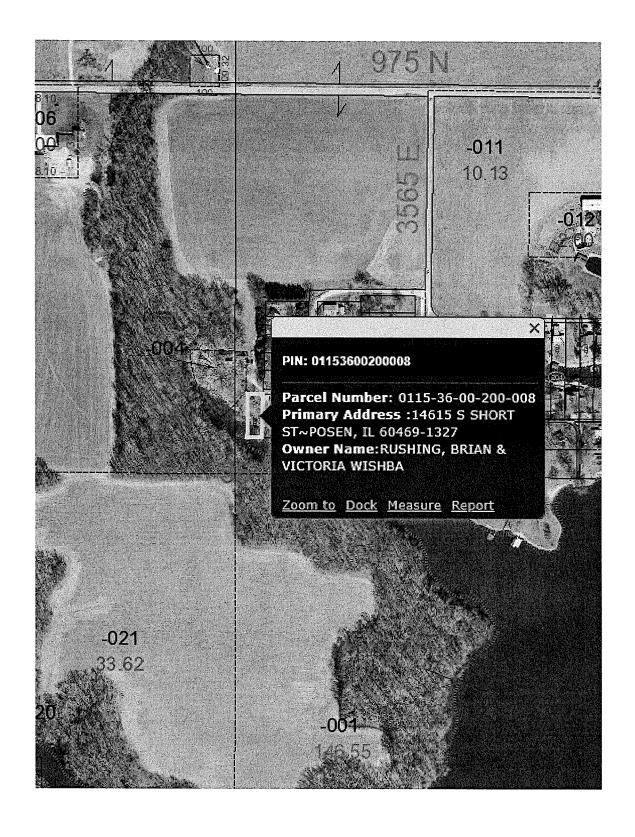
Jessica Fox, Shelby County Clerk

Read Ahead Information for Zoning Variance for Brian Rushing.

This is a basic variance request that, due to the County Zoning Ordinance, must be approved by the County Board. The property is zoned as Agricultural, with side yard setbacks of 20 feet on either side. As you can see, the parcel is only 50 feet wide, which leaves 10 feet of building space and Mr. Rushing would like to build a garage on this property. The neighboring properties to the East are zoned as single-family residence, which have side yard setbacks of 6 feet, and he has requested the variance adopt these 6-foot setbacks.







	RESOLVED by the County Board of Shelby County 024, that the request for a variance is approved.
BE IT FURTHER RESOLVED that the Notice of Approval for the variance	ne Zoning Administrator is hereby directed to issue a ce.
Duly adopted and approved this _	11th day of July , 2024.
Robert Orman, Chairman	Aves 17
Shelby County Board	Ayes Nays
Xene-Day	Abstain

Whereas, a request was made for a variance to the setback requirements of the side lot lines on parcel # 0115-36-00-200-008 from 20 feet on either side to 6 feet on either

Whereas, a hearing with respect to this request has been held before the Shelby County Zoning Board of Appeals on July 11th, 2024, and said Board recommended approval;

Resolution Number: 2024- 39

Applicants: Brian Rushing

side.

Shelby County Board

P.O. Box 230 Shelbyville, Illinois 62565

Phone: 217/774-4421

July 11, 2024

Department of Revenue,

At that Shelby County Board meeting held on July 11, 2024 the County Board voted on the below listed raises for the State's Attorney, Public Defender and Sheriff. These raises are based on the Annual Salary Reimbursement COLA documentation received requiring a 4.7% increase effective July 1, 2024.

State's Attorney salary July 1, 2024-June 30, 2025

\$160,099.73

Public Defender's salary July 1, 2024-June 30, 2025

\$144,089.76

Sheriff's salary July 1, 2024-June 30,2025

\$128,079.78

The appropriate PTAX-451 Forms will accompany this letter.

Thank you,

Dated: 7-11-24

Robert C. Orman, Shelby County Board Chairman



Illinois Department of Revenue **PTAX-451**

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

PROPERTY TAX DIVISION ILLINOIS DEPARTMENT OF REVENUE Email: Rev.PropertyTax@illinois.gov Fax: 217 782-9932

PO BOX 19033 SPRINGFIELD IL 62794-9033	Tax. 211 102-9932
Step 1: Complete the following information	Step 2: Complete the following information
 1 County Shelby 2 Date of county board action O7	6 Check who is receiving the change supervisor of assessments public defender (select full-time or part-time below) full-time part-time sheriff 7 Social Security number of the individual seeking salary reimbursement or with a change in salary Name and address of the individual seeking salary reimbursement or with a change in salary Brian McReynolds Name 1928 E 1165 North Rd Address Shelbyville IL 62565 City State ZIP
9 County Board Chair stonature Signature of the county board chair 10 County Clerk statement and signature State of Illinois }	F.C. Orman 7,11,2024
Shelby County }	
I, Jessica Fox	, County Clerk in and for the county of
Shelby Certify that the above is true, and correct.	and keeper of the records and seal, do hereby
Do not write below this line Official use only:	/
Reason for submission change in personnel salary adjustment Documentation results in personnel minutes signed statement	Initials:

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





01/01

SHELBY COUNTY TREASURER PO BOX 326 SHELBYVILLE IL 62565-0326 June 13, 2024



Letter ID: L1962895912

Fiscal Year: Effective Date:

2025 7/1/2024

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2025 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary and reimbursement amounts.

 Base Salary
 4.7% COLA
 Salary

 \$152,912.83
 \$7,186.90
 \$160,099.73

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

State's Attorney Salary Reimbursement

		Total Reimbursement	Monthly Reimbursement
1.	State's Attorney Salary:	\$143,101.73	\$11,925.14
2.	ASA - Mental Health Institution:	\$0.00	\$0.00
3.	ASA - Higher Education Facility:	\$0.00	\$0.00
	Total	\$143,101.73	\$11,925.14

Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be \$144,089.76. Your new monthly public defender's reimbursement amount will be \$8,004.19. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

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

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

217 785-1356

rev.propertytax@illinois.gov

SHELBY COUNTY BOARD MEETING CLOSED SESSION

January 12, 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) - litigation. Appointed counsel for the Shelby County Board/County Treasurer Chris Koester, from Taylor Law and Treasurer Erica Firnhaber also attended the meeting.

The purpose of the Closed Session was to update the Board on the lawsuit brought against the Shelby County Board and the Shelby County Treasurer by AFSCME Council 31 due the Treasurer's refusal to sign the AFSCME Union Contract for 2021-2024. Board member Boehm stated she had received a call at 5:00 PM and was told that AFSCME members had not agreed to any settlement and were not aware of any agreement. Attorney Koester stated he had spoken with the AFSCME attorney regarding this issue. Treasurer Firnhaber stated she had made it clear to the Union President and the Board she would abide by the Union contract but would not sign it. To date the county has paid Mr. Koester \$3,942 for legal representation in this suit. Mr. Koester stated Firnhaber did not have to sign the contract and had not been part of the negotiations. Koester spoke about the statutory duties of County Treasurers and that County Boards don't have authority of the elected Treasurer. It was questioned if the County Board /Treasurer could request AFSCME pay the attorney fees. Koester stated this would result in more fees and wasn't certain a Judge would side with the County in awarding the payment of attorney fees.

A settlement between AFSCME Council 31, County of Shelby and the County Treasurer stating the Treasurer has and will abide by the contract but is not required to sign. Discussion was held and several members of the board felt it in the best interest of everyone to agree to the settlement agreement and put bring resolution to this lawsuit instead of spending more money to litigate for attorney fees.

Mr. Koester informed the board he would make the Union attorney aware of the board's decision the next business day.

Discussion followed, opinions expressed, and questions were answered by Koester.

There was no further business for the Closed Session.

There was no action taken in the Closed Session.

Jessica Fox Shelby County Clerk and Recorder

SHELBY COUNTY BOARD MEETING CLOSED SESSION

March 14, 2024

The Shelby County Board met in Closed Session, in Courtroom B of the Shelby County Courthouse, following a motion and roll call vote, for the statutory citation 5 ILCS 120/2(C)(2) – collective negotiating matters. Sheriff Brian McReynolds also attended the session to update the board members on the pending grievance resolution. McReynolds hopes an MOU can be drafted to prevent the grievance from going to arbitration. The grievance was filed after the premium pay of \$6.00 an hour for the deputies and \$3.00 an hour for Unit B employees was stopped.

On September 14, 2023, the county board authorized the Sheriff in conjunction with the State's Attorney to negotiate an MOU with FOP to correct the grievance and prevent the county/FOP from going to arbitration. The Sheriff needs the commitment from the board to return those ARPA funds to his budget to be able to pay for this MOU. Brands asked why nobody from the State's Attorney's office was at this closed session. Sheriff McReynolds SA Hanlon had told him he would be available by phone. This MOU would return the \$6.00 and \$3.00 from ARPA funds to the pay of the current FOP employees. FOP was willing to take this to arbitration. The Sheriff stated the State's Attorney told him several times the County would lose the arbitration with FOP, as the county has given raises to another Union (AFSCME) and created positions within the County. The Highway laborers were given a pay raise by the current board on October 12, 2023. There was also a discussion with candidates interviewing for positions (Foreman/Administrative Assistant) at the Highway department where a wage increase was discussed. If a discussion is had with a unionized worker and you state, you want to give the union employee a pay raise you have opened that contract just by the discussion. It was recommended that discussions in closed session should stay closed as a protection for the County, although there is nothing to say those discussions can't be disclosed. The board voted after telling FOP they didn't have the money, to give the AFSCME Highway laborers a raise. The \$6.00 and \$3.00 will now be added to the FOP wage matrix as part of the MOU being drafted. The Sheriff stated he doesn't currently have approval from the FOP for this MOU, which will currently only affect current employees. If FOP goes to arbitration, the County could risk this payment being applied to current and former employees retroactive back to August 2023. The Sheriff is also gaining some management control with this MOU and would like the board's support in getting the funding added back to his budget.

Discussion was held about how the County continues to afford this pay raise once the ARPA funds go away. It was stated the County "shot themselves in the foot", by creating positions and giving raises to another union. The Sheriff stated with the current job market, and with wages, the County would be starting at this point in negotiations. The Sheriff was asked if he was comfortable being asked to cut this staff if the County can't afford this when the ARPA money goes away, to which the Sheriff replied he was not agreeing to that today. The Sheriff stated they have pulled all comparable pay with surrounding counties but is not comparing to the DOC/ISP, as those agencies are out of the county's league for wages. Chairman Orman stated the county has had problems with prosecution on the back of police work and better trained officers would benefit prosecutors. The Sheriff said that he has \$60,000 in a deputy with training. The current starting pay for a deputy is \$22.67 and a current 30-year deputy would be making \$33.37, but the Sheriff has no 30-year deputies. The SA also told the Sheriff he didn't help anything when the SA hired an uncertified private investigator at \$33.00 an hour who is unable to make an arrest. The Sheriff stated while he couldn't speak for those deputies that have left, he was 99% certain none of them would return to due lack of trust.

A few members of the board entered and exited the closed session momentarily during the closed session meeting.

 Jessica Fox		
County Clerk a	and Recorder	

TIMEKEEPING	POLICY
Dated	

Hourly employees will clock in and out at the time designated by Union Contract or hours directed by their Department Head.

Employees will be responsible for approving each clock in/out segment in TCP for the payroll period by noon on the Monday of the paycheck week. If Monday is a holiday, this must be completed by 10:00 a.m. on Tuesday. This process can be done at any point throughout the payroll period and is done by placing a check mark in the E column on the dashboard or in the time clock itself.

Department Heads or Management Designee will approve clock in/out segments in TPC for each employee by noon on the Monday of a payroll week. If Monday is a holiday, this must be completed by 10:00 a.m. on Tuesday. This process can be done at any point throughout the payroll period and is done by placing a check mark in the M column for Department Heads or the O column for a Management Designee in the management dashboard. All corrections to clock in/out issues must be completed by this time as well. Issues should be taken care of throughout the pay period to assure timely processing of payroll.

The approval process of putting a checkmark in the appropriate boxes, serves as an electronic signature and confirmation that the times are correct. Once there is management approval the file will be pulled from TCP and put into the payroll system for the completion of the payroll process.

It is critical that all paid time off is entered in TCP correctly and timely for the final payroll to be correct. This should be completed throughout the payroll period.

Department Heads who have employees who have earned overtime or holiday pay, will need to email a list of those employees who want this time to be credited to their comp time bank as opposed to being paid. This email will need to be sent to shcotre@shelbycounty-il.gov and shcotrechiefdep@shelbycounty-il.gov by 1:00 p.m. on the Monday of a payroll week. If Monday is a holiday, it must be emailed by 10:00 a.m. on Tuesday. If an email is not received on time, the time will be paid on that payroll.

The Treasurer's office will pull a Complete Payroll Report from TCP and this will serve as the official timekeeping record for each employee. Once pulled into the payroll system the hours for ARPA pay, shift differential and overtime to be comped will be added and then final processing will take place. Upon completion of the processing of payroll, the Complete Payroll Report and the Time Entry Report will be emailed to the County Clerk.

Printed name of Employee	Signature of Employee	
Date:		

Ordinance # 23 - **Q4- "O"**County of Shelby Credit Card Policy

FINDINGS OF FACT:

The County of Shelby hereby adopts the following findings of fact to support its adoption of this ordinance:

- The County of Shelby finds that today's modern economy requires limited use of credit cards by Countywide Office Holders or Department heads or their designated representative for use of credit cards for the purchase of items within the budget of the respective offices.
- 2. Credit cards are a source of financial abuse and proper oversight of the use of the County of Shelby's credit mandates a procedure to facilitate the efficient and proper use of Shelby County's credit. See *People v Howard*, 888 N.E. 2d 85 (III. 2008) 228 III. 2d 428, 320 III. Dec. 868 (Holding misuse of government credit card a felony under the 1970 Illinois Constitution.)
- 3. This ordinance only applies to credit cards issued to the county or any office of the county. This Ordinance specifically excludes from its restrictions any regulation on the use of a credit card issued solely in the name of a person seeking reimbursement from the County of Shelby in connection with a purchase made with the individuals own credit card.
- 4. It is in the best interests of the County of Shelby to require a dual control system associated with the use of a Credit Card issued pursuant to the County of Shelby's own credit when such control can be implemented without interfering with the functions of government.
- 5. Auditing of Credit Card purchases is necessary, and this policy establishes practices that facilitate proper audit of purchases made with the County of Shelby's credit cards.
- 6. Empowering Countywide office holders with the ability to make direct purchases is in the best interest of the County of Shelby, provided the restrictions placed herein are followed.
- 7. It is in the best interests of Shelby County to require reasonable limits which must be imposed on the use of Credit Cards.

DEFINITIONS:

As used herein in this Ordinance, the following definitions shall apply:

"Countywide Office Holder" is defined herein is an individual who by either election or appointment holds an office within the County including but not limited to the Animal Control Director, Clerk, Circuit Clerk, Coroner, Collector, EMA Director, Health Director, Highway Engineer, Supervisor of Assessments, Treasurer, Sheriff, State's Attorney, and Zoning Director.

"County Credit Card" is defined herein as any document, card or devise associated with an account that relates to the extension of Credit by the County of Shelby, or is any form of payment related to any account of the County of Shelby or any of its offices or departments including but not limited to Animal Control Director, Clerk, Circuit Clerk, Coroner, Collector, EMA Director, Health Director, Highway Engineer, Supervisor of Assessments, Treasurer, Sheriff, State's Attorney, and Zoning Director.

Policy amended by County Board action on July 11, 2024 to include Probation and the Circuit Judge's office

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Included in this definition would be the Wright Express (WEX) cards issued in the name of the County of Shelby or other similar type cards. WEX cards will be specifically addressed. Excluded from this definition is any internal control account assigned a number by the Treasurer for either budgetary purposes or reimbursement of expenses.

STATEMENT OF PUBLIC POLICY:

The Shelby County Board, having considered the advantages and disadvantages of a Countywide Office Holder Credit Card Program, has developed this Ordinance, which has been designed to allow for direct purchases, which are in the best interests of the operations of the County and supports protecting the health safety and welfare of the people of the County of Shelby. The use of any County Credit Card should be to eliminate the need for direct reimbursements when deemed necessary by the respective Countywide Office Holder. Any credit card issued to the County of Shelby should not be used if there is an alternate form of payment available (i.e., an invoice can be obtained from a third-party vendor with payment approved at a county board meeting). All credit card purchases must comply with the rules and regulations adopted by the County of Shelby, as well as with all applicable State and Federal statutes.

All County Credit Cards, except for the WEX cards issued for the Shelby County Sheriff's Department, issued prior to the passing of this Ordinance will be turned into the County Treasurer or County Clerk and the Countywide Office Holder will assist with the closing of those account with the proper reconciliation of the final statement(s) for those accounts.

Upon the passing of this Ordinance the Shelby County Sheriff will work with the County Treasurer and the County Clerk providing authorization for both to have access to all WEX card accounts. Furthermore, the Shelby County Sheriff will provide information to the County Treasurer and the County Clerk regarding the method of identifying the individually assigned WEX cards to the cardholder and how each transaction identifies the specific vehicle to which the purchase applies.

I. REQUESTS FOR COUNTY CREDIT CARD

- 1. Countywide Office Holders may request a County Credit Card for themselves or an employee within their department/office through the County Treasurer's Office by completing the Shelby County Credit Card Request Form.
- 2. The County Treasurer shall facilitate the issuance of a County Credit Card through a third-party vendor of his/her choice. NO County Credit Cards will be allowed to have a cash advance option.
- 3. Upon issuance of any County Credit Cards, the County Treasurer will provide access authorization to the County Clerk.
- 4. All requests to obtain a County Credit Card must be approved by the respective Countywide Office Holder, but the number of cards issued may depend upon the spending limits determined by the County Board in conjunction with the Countywide Office Holder.

- 5. The billing address for the County Credit Card shall be the same address as for the Countywide Office Holder or their employee requesting the County Credit Card.
- 6. County Credit Card credit limits shall be \$3,000 or lower. Credit limits may be temporarily adjusted for specific needs if requested by the Countywide Office Holder and approved by the County Treasurer and County Board Chaiman.
- 7 The County Treasurer shall maintain a Countywide Credit Card for the use of any Countywide Office Holder that may have a need to make a credit card purchase when that Countywide Office Holder has chosen not to have a County Credit Card issued in their name. Use of this County Credit Card may be requested by completing the Shelby County Credit Card Checkout form.
- 8. Specific to WEX card needs for any Countywide Office Holder, other than the Shelby County Sheriff, if a need arises for WEX cards to be obtained for the department, discussions will be had between the Countywide Office Holder, the committee of the Shelby County Board that has oversight over that department and the County Treasurer. The purpose and outcome of those discussions are to solidify the need for the departmental WEX cards and the way in which the WEX cards will have individual user identifiers, to include vehicle mileage, the vehicle/unit number and the card user. The appropriate committee of the Shelby County Board shall approve to send to the full board for approval of any WEX cards to be issued to a department other than the Shelby County Sheriff's Department. The County Treasurer and the County Clerk shall have full authorization to all WEX card accounts.

II. CARDHOLDER RESPONSIBILITIES

- 1. Extensions of credit or debits to a county shall not be made a County Credit Card which are not covered by sufficient appropriation in the appropriate county budget line item.
- 2. Charges shall not be made to a County Credit Card without prior approval by the respective Countywide Office Holder.
- 3. The County Credit Card must be protected in the same or better manner as the individual holding the County Credit Card would for his or her own credit cards. In the event of a misplaced/stolen County Credit Card, the County Treasurer's office will be notified immediately AND the emergency phone number on the back of the County Credit Card or on the cardholder agreement will be called immediately to report it

III. MONTHLY STATEMENT RECONCILIATION

1. Each Countywide Office Holder will be responsible for reconciling all County Credit Card statements that are assigned to them and any employee of their department. The County Treasurer is responsible for the Monthly Statement

Reconciliation for the County Credit Card held for checking out for use from the County Treasurer department.

- 2. The Monthly Statement Reconciliation Report shall include the full itemized County Credit Card/WEX card statement showing every transaction that transpired on each card that month.
- 3. For every transaction listed on the monthly County Credit Card/WEX card statement there shall be an original itemized receipt for the purchase attached to the Monthly Statement Reconciliation report.
- 4. Each itemized receipt shall note the appropriate fund to which the purchase is to be deducted from. If there are multiple funds to be deducted from, each receipt should be noted as to the individual funds and the specific dollar amount to be deducted for each. All funds and dollar amounts shall total to the amounts noted on any one receipt shall total the dollar amount of the receipt.
- 5. Should there be any unidentified transactions appearing on a monthly County Credit Card statement the Countywide Office Holder will notify the credit card provider, the County Treasurer, and the County Clerk. It will be the responsibility of the Countywide Office Holder to work through to solution the unidentified transaction. Upon resolution the County Treasurer and the County Clerk shall be notified of said resolution.
- 6. The Countywide Office Holder shall:
 - i. Check to ensure all Monthly Reconciliation reports are complete as outlined above.
 - ii. Check to ensure all expenditures are in accordance with County of Shelby policies.
 - iii. Sign and date the Monthly Reconciliation report as approved, and
 - iv. Turn the Monthly Reconciliation report in to the County Clerk NO LATER THAN 4 pm the Friday prior to the Tuesday of the monthly meeting of the Shelby County Finance Committee. The annual schedule of meetings of the Shelby County Finance Committee is posted in December of each year. The County Treasurer, when creating new County Credit Card accounts or working with any department for new WEX card accounts will work with the vendor regarding statement dates and payment due dates to allow for the timely completion of the Monthly Statement Reconciliation.
- 7. The County of Shelby Finance Committee shall review the Monthly Statement Reconciliations and approve to send with claims for payment to the full board or, if necessary, hold for any concerns that need to be addressed.

IV. PUBLIC TRANSPARENCY

1. Given all County Credit Cards/WEX cards are paid with taxpayer dollars, all Monthly Statements and accompanying receipts are public records and therefore shall be made available to any County of Shelby Board Member or Elected/Appointed Countywide Office Holder upon request or any other person pursuant to the Freedom of Information Act (FOIA) upon request. No responses to these requests shall contain any redacted information regarding the purchases made. Information regarding the account number or any other identifying information regarding the account may be redacted.

V. AUTHORIZATION FOR COUNTY CREDIT CARD/WEX CARD

Every Countywide Office Holder, County of Shelby Employee and every volunteer of the County of Shelby shall execute the SHELBY COUNTY CREDIT CARD AGREEMENT AND-OR RECEIPT FORM acknowledging agreement to the following:

- 1. I have been advised that the use of a Shelby County Credit Card is solely for purchases with a public purpose. I have been further advised that if I use a County Credit Card for a personal expense, that such use constitutes a felony, and I could be charged with a crime for any misappropriation of funds resulting from its misuse. I also understand that I could be convicted of a crime even if I immediately repay the amounts associated with the card's misuse.
- 2. I will not use a County Credit Card for personal use, for cash advances, for unauthorized travel and any form of entertainment expense, or for purchase of alcoholic beverages or any substance or material or service which violates County Policy, State Law, or Federal law.
- 3. I agree to execute and abide by the SHELBY COUNTY CREDIT CARD SURRENDER FORM and provide it to the County Treasurer's department upon vacating my position, for any reason along with the County Credit Card/WEX card.
- 4. I agree to comply with the terms and conditions herein imposed by this ordinance and to the extent that I violate the ordinance, I shall reimburse Shelby County for any improper purchase.
- I understand that the County is responsible for payment of all Credit Card charges and will use all means at its disposal to recover charges made by any individual in violation of County policies and that I fully understand the limits imposed by Ordinance #

APPROVED	AND ADOPTED at a	meeting of the Shelby	County Board,	, Shelby County,	State of
Illinois on this _	day of	, 20	_•		

	Shelby County Board Chairman
ATTEST:	
Shelby County Clerk	Yea
	Nay

SHELBY COUNTY CREDIT CARD REQUEST FORM

This form is to be used by a Countywide Office Holder to request issuance of a Shelby County credit card for use by their Department/Office. The request for a Shelby County credit card may be for the Countywide Office Holder themselves or for an employee within their department/office. The completed form shall be submitted to the County Treasurer for review and approval per the Shelby County Credit Card policy. The County Treasurer will make the request to the credit card issuer.

Name to appear on the card:		
Monthly County Credit Card Limit requested (not to exce	ed \$3,000):	
Mailing address for County Credit Card Statement:	·	
Countywide Office Holder Signature & Date:		
Department/Office Employee Signature & Date (if applications)	able)	
County Treasurer Signature & Date:		

SHELBY COUNTY CREDIT CARD CHECKOUT FORM

Countywide Office Holder requesting County Credit Card checkout:
Date of Checkout:
Date to be returned:
Purpose/items to be purchased:
County Fund to which charges will be allocated:
Acknowledgement: I understand that the County Credit Card is to be returned by the date noted above and that it is my responsibility to provide the County Treasurer with a detailed itemized receipt along with the returned County Credit Card. Furthermore, I will specify the appropriate County Fund(s) to which the charges are to be allocated on each receipt.
Countywide Office Holder Signature and Date:
County Treasurer to Sign and Date upon the return of the County Credit Card

SHELBY COUNTY CREDIT CARD AGREEMENT AND/OR RECEIPT FORM

Date:	Countywide Office	Holder:	
Credit card type	_ Visa Mastercard _	_American Express	Other:
Account/Card Num	ıber:	Expi	ration Date:
The Countywide On this form, agrees to Card/WEX card in	the following regardless	tive employee listed to of whether or not I are	pelow, by signing and dating in receiving a County Credit
• I have read	provided a copy of the Shand I understand the Shell particular attention to V. A	by County Credit Car	d Ordinance/Policy.
Card Ordina		ent that I violate the c	ithin the Shelby County Credit ordinance, I shall reimburse the
Countywide Office	Holder/Employee (print)	•	. •
Date:	MANAGATIAN AND AND AND AND AND AND AND AND AND A		
Countywide Office	Holder/Employee Signati	ure:	

$\frac{\textbf{SHELBY COUNTY CREDIT CARD TEMPORARY INCREASED LIMIT REQUEST}}{\textbf{FORM}}$

Increased Limit Needed:	 -	
Dates Increased Limit is Needed:		
From:		
To:		
Purpose for Increased Limit Need:		
	 The sales are a second	
	AMININA	
Countywide Office Holder Signature and Date:		
County Treasurer Signature and Date:		
Shelby County Board Chaiman Signature and Date:		***************************************

SHELBY COUNTY CREDIT CARD SURRENDER FORM

I hereby SURRENDER the County Credit Card issued to me by the County of Shelby. I declare

that all charges on the County Credit Card are for official county business. I have provided original, detailed itemized receipts for any outstanding charges and recognize that I may personally be subject to payment of charges made by me where I failed to provide the appropriate receipts. I have read and understand the Shelby County Credit Card Policy and willfully comply with the procedures within said policy

Countywide Office Holder/Employee (print):

Date:

Countywide Office Holder/Employee Signature:

Account/Card Number:

CENTRAL COUNTING CENTER – OFFICE OF THE ELECTION AUTHORITY ** ELECTION NIGHT **

John Freeman - Election Night Tally Judge

Jack Tate - Election Night Tally Judge

David Tallman – Alternate Election Night Assistant

CENTRAL COUNTING CENTER – OFFICE OF THE ELECTION AUTHORITY COUNTY CLERK STAFF/VOTE BY MAIL PROCESSING

Angela Bricker

Linda Nuding

Anna Bright

Elizabeth Ragan

Mary Jo Curry

Marlene Waggoner

Diana Wagner

PRECINCT: ASH GROVE

REPUBLICAN:

DEMOCRAT:

Robin Montgomery - regular

Zachery Schwerman - regular

Maria Shafer - regular

Rebecca Shuemaker - regular

PRECINCT: BIG SPRING

REPUBLICAN:

DEMOCRAT:

Carol O'Dell – regular

Joyce Peterson – regular

Sara Warfel - regular

Lou Ann Van Praag – regular

Elda Martin – alternate

PRECINCT: CLARKSBURG

REPUBLICAN:

DEMOCRAT:

Gwendolyn Hannah - regular

Julia Navis – regular

Rose Hooper-Paul - regular

Kim Wiley - regular

Diane Wheeler - regular

Sharon Devore - alternate

Patricia Mullins - alternate

PRECINCT: COLD SPRING

REPUBLICAN:

DEMOCRAT:

Janet Collins - regular

Deborah Beck - regular

Emily Compton - regular

Michelle Gatons - regular

Fred A Krueger Jr – regular

Constance Blaney - alternate

PRECINCT: DRY POINT

REPUBLICAN:

DEMOCRAT:

Jacqueline Allsop - regular

John Hall - regular

Sharon Barnes - regular

Marsha Mahaffey - regular

Jennifer Burrus - alternate

PRECINCT: FLAT BRANCH

REPUBLICAN:

DEMOCRAT:

Stacy Burgener - regular

Sylvia Burgener - regular

Sandra Earp - regular

Cheryl Wooters - regular

Tiffany Sloan – regular

John McNear - alternate

PRECINCT: HERRICK

REPUBLICAN:

DEMOCRAT:

Christina Beck – regular

Sally Pruitt - regular

Larry Beck Jr - regular

Hunter Thompson - regular

Kurt Norville – regular

Steven Riley – alternate

Michelle Slater - alternate

Steven Vail - alternate

PRECINCT: HOLLAND

REPUBLICAN:

DEMOCRAT:

Linda Debolt - regular

Michelle Gatons - regular

Joyce Slifer - regular

Carol Young - regular

Jodie Ogle - regular

PRECINCT: LAKEWOOD

REPUBLICAN:

DEMOCRAT:

Ethel Janes - regular

Sandra Pettyjohn - regular

Judith Robertson – regular

Kathie B Storm- regular

Kimberly Largen - alternate

Uvanna McKinney - alternate

PRECINCT: MOWEAQUA 1

REPUBLICAN:

DEMOCRAT:

Stacey Adamson - regular

Jill Jordan - regular

Carrie Downs - regular

Debra McFarling - regular

Sheila Kerby – regular

Peggy Baker - alternate

Mary Nave - alternate

Louis Jordan - alternate

Kay Kearney - alternate

Marshall Mingus – alternate

Donald Smith - alternate

PRECINCT: MOWEAQUA 2

REPUBLICAN:

DEMOCRAT:

Cheryl Grigg - regular

Jon King - regular

Lola Stedman - regular

Ruth Wright - regular

Larry Stocks - regular

Norma Dowd - alternate

Lisa Wiseman - alternate

PRECINCT: OCONEE

REPUBLICAN:

DEMOCRAT:

Peggy Chapman - regular

Cheryl Tedrick - regular

Linda McBee - regular

Mary Van Uytven - regular

Beverly Parish – regular

Larry Ade - alternate

Rex Oreskovich - alternate

Terry Alsbury - alternate

Craig Mathewson – alternate

Joseph Thull - alternate

PRECINCT: OKAW

REPUBLICAN:

DEMOCRAT:

Holli Boarman - regular

Georgia Graven - regular

Laurie Hubbartt - regular

Patricia Totten - regular

Robert "Bill" Hubbartt – regular

Diane Carroll - alternate

Gail Plunkett – alternate

Julie Tucker - alternate

PRECINCT: PENN

REPUBLICAN:

DEMOCRAT:

Brenda Alward - regular

Linda Kroenlein - regular

Elizabeth Ross – regular

PRECINCT: PICKAWAY

REPUBLICAN: DEMOCRAT:

Francis Reid Jr - regular Betty Bender - regular

Jennifer Reid - regular Joyce White - regular

Beverly Lanter – regular Jeff Bender - alternate

Patti Woods - alternate Carla Briscoe - alternate

PRECINCT: PRAIRIE

REPUBLICAN:

DEMOCRAT:

Rayleen Beals - regular

Janice Bridges - regular

Elaine Meers - regular

Donna Johnson - regular

Sharon Tate – regular

Mary Brehmer - alternate

Alonzo Antrim – alternate

Donna Bales – alternate

Tynia Kessler - alternate

PRECINCT: RICHLAND

REPUBLICAN:

DEMOCRAT:

Cinda Held - regular

Crystal Foreman - regular

Melissa Luce - regular

Debrah Wiley- Sloan - regular

Lisa Rincker – regular

Ian Kinkley – alternate

Linda Oakley - alternate

Lisa Shumard – alternate

Tanya Walker - alternate

PRECINCT: RIDGE

REPUBLICAN:

DEMOCRAT:

Dawn Feken - regular

Michele Hippard - regular

Leslie Lewis - regular

Andrea Sloan - regular

Ruthanne Otis – regular

Christie Otis – alternate

Paul Otis – alternate

Rebekah Otis – alternate

PRECINCT: ROSE 1

REPUBLICAN:

DEMOCRAT:

Valorie Eversole - regular

Judith Reimer - regular

Ann Helton - regular

Julie Bly - regular

Bill Prichard – regular

Craig Johns – alternate

Lila Johns – alternate

Margaret Tuchek - alternate

PRECINCT: ROSE 2

REPUBLICAN:

DEMOCRAT:

Denise Reed- regular

Wendy Hinton – regular

Shayla Roberts - regular

Janeen Tedrick - regular

Joyce Simms – regular

Connie Elder – alternate

Barbara Phegley – alternate

Wendy Powers – alternate

Gib Smart – alternate

PRECINCT: RURAL

REPUBLICAN:

DEMOCRAT:

Dawn Adrian - regular

Mary Himes - regular

Rhea Fouts - regular

Michael White - regular

PRECINCT: SHELBYVILLE 1

REPUBLICAN:

DEMOCRAT:

George James Bolinger - regular

Kathy Niestradt - regular

Makenzie Rentfro - regular

Patricia Townsend - regular

Heidi Bunton - alternate

PRECINCT: SHELBYVILLE 2

REPUBLICAN:

DEMOCRAT:

Sharon Kay Gatton - regular

Patricia Tait-Hendrickson - regular

Melissa Haynes - regular

Jessica Watton - regular

Judy Lines – regular

PRECINCT: SHELBYVILLE 3

REPUBLICAN:

DEMOCRAT:

Gary Banning - regular

Barry Dunaway - regular

Raven Suzanne Shaw - regular

PRECINCT: SHELBYVILLE 4

REPUBLICAN:

DEMOCRAT:

Cecelia Hicks - regular

Jolynn Aultman - regular

Robin Leonbarger - regular

PRECINCT: SHELBYVILLE 5

REPUBLICAN:

DEMOCRAT:

Arma "Jody" Fleshner - regular

Linda Kingston - regular

Karla Goodwin - regular

Barbara Waymire - regular

Linda Halbrook – regular

Christine Latzke – alternate

Grace Brown – alternate

Cynthia Halbrook – alternate

Dawn Hudson – alternate

Lynette McReynolds – alternate

Judith Seyfert - alternate

PRECINCT: SHELBYVILLE 6

REPUBLICAN:

DEMOCRAT:

Phyllis "Todd" Burk - regular

Julie Elbert - regular

Janet Kensil - regular

Roger West – regular

Linda West – regular

Jessamy Carruthers - alternate

Nancy Wheat - alternate

PRECINCT: SHELBYVILLE 7

REPUBLICAN:

DEMOCRAT:

Shirley Canaday - regular

Candice Matheny - regular

Carolyn Halbrook - regular

Lori Yankee – regular

Wilma Boys – alternate

Margaret Davison – alternate

Patricia Finks - alternate

Martha Firnhaber – alternate

PRECINCT: SIGEL

REPUBLICAN:

DEMOCRAT:

Dennis Mihlbachler - regular

Mary Pettyjohn - regular

Margaret Mihlbachler - regular

Barbara Durdel - alternate

PRECINCT: TODDS POINT

REPUBLICAN:

DEMOCRAT:

Crystal Behrens - regular

Janet Hartman - regular

Deborah Carr - regular

Kathy George – regular

Kelly Bland – alternate

PRECINCT: TOWER HILL

REPUBLICAN:

DEMOCRAT:

Kelly Barringer - regular

Shirley Smart - regular

John Jackson - regular

Evelyn Watson - regular

Judith Wood – regular

Gregory Boltz – alternate

Janis Dowell - alternate

Joanna Hardy – alternate

Gary Henigman – alternate

PRECINCT: WINDSOR 1

REPUBLICAN:

DEMOCRAT:

Julie Lecrone - regular

Judy Bridges - regular

Penny Ross - regular

Judith Smith - regular

Carol Spencer – regular

Ann Stock - alternate

PRECINCT: WINDSOR 2

REPUBLICAN:

DEMOCRAT:

Wanda Kearney – regular

Marcia Johnson - regular

Brenda Stone - regular

Alva McQueen - regular

Michelle Weber – regular

Michael Forster - alternate

Shelby County Board Legislative Committee Agenda

7/2/24

Courtroom A-6:30 PM

- 2. Discussion and vote on recommendation to full board concerning the hiring of personnel to operate streaming and camera
- 3. Discussion and vote on Recommendation to Full Board to Release minutes of sessions currently closed.
- 4. Recommendation to Full Board to amend Credit Card Policy to include Probation Dept.
- 5. Recommendation to Full Board to approve Time Keeping Policy
- 6. Recommendation to Full Board concerning Audit of State's Attorney's Office
- 7. Discussion concerning the outsourcing of Payroll
- 8. Approval of 6/4 Legislative Minutes
- 9. Old Business

1. Roll Call

- 10. New Business
- 11. Public Comment
- 12. Adjournment



SHELBY COUNTY CLERK

Shelby County Board Legislative Committee Agenda

7/2/24

Courtroom A-6:30 PM

- 1. Roll Call
- 2. Discussion and vote on recommendation to full board concerning the hiring of personnel to operate streaming and camera
- 3. Discussion and vote on Recommendation to Full Board to Release minutes of sessions currently closed.
- 4. Recommendation to Full Board to amend Credit Card Policy to include Probation Dept.
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- 8. Approval of 6/4 Legislative Minutes
- 9. Old Business
- 10. New Business
- 11. Public Comment
- 12. Adjournment



SHELBY COUNTY CLERK

Posted June 27, 2024@ 1530

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Road and Bridge Committee Meeting Agenda July 8th, 2024

Date and Time of meeting: Monday July 8th, 2024 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, Mark Bennett

Public Body Comment -

Approval of Minutes from previous meeting – June 10, 2024

Engineers report –

Pay Estimate for Herborn Bridge County Engineer Salary Update Findlay Road

Maintenance Department Update –

Approval of Claims –

Approval of CPCA

Public Body Comment -

Adjournment: Next Scheduled Meeting will be August 5th, 2024 @ 4:30 pm @ Highway Department

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION TREASURER'S REPORT June 30, 2024

	Bills Received and Paid Sh Sh Jol Sh Am US An Ne Sh Sh Co	Deposits	Beginning Balance
Shelby County State Bank First Federal Savings and Loan Farm Agency Account Fuel Receivable Rent Receivable Cash On Hand Certificates of Deposit SHELBY COUNTY CLERK	Shelby County AviationFBO June, 2024 Shelby Electric Cooperative Steve WempenBookkeeping June, 2024 Illinois Department of RevenueSales Tax Payment John Deere FinancialNew Tractor Payment 50 of 84 Shelbyville Water Department Ameren IP USPS300 Stamps A. C. T. S. LLCInternet Effingham EquityGas & Diesel Shelbyville Ace HardwareEquipment Maintenance Neil Tire ShelbyvilleNew Tires for Zero Turn & Batt Wing Mowers Arrow Energy1479 Gal. 100LL Avgas @\$4.7002 Sloan ImplementEquipment Maintenance Shelby County AviationNew Step Ladder & Equipment Maintenance Consolidated Communications	Arrow EnergyCredit Card Fuel Sales Fuel SalesCash & Check Rent Shelby County AviaionAmeren Transfer from Farm Account Bank Interest	
2024	\$ 3,500.00 \$ 533.62 \$ 200.00 \$ 751.36 \$ 751.36 \$ 21.30 \$ 73.99 \$ 204.00 \$ 1,753.41 \$ 123.70 \$ 123.70 \$ 195.1.59 \$ 1,951.59 \$ 195.38	 ଓ ଓ ଓ ଓ ଓ	May 31, 2024
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	€9	6,131.54 2,317.03 2,280.00 73.11 10,000.00 1.00 \$ 2	↔
8,728.42 2,994.64 28,916.54 1,867.52 345.00 215.00 121,023.37 164,090.49	15,844.37 8,728.42	20,802.68 24,572.79	3,770.11

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION REGULAR MEETING MINUTES June 10, 2024

Members present at meeting:

Commissioners--Paul Canaday, John Hall, Rick Brown, Steve Wempen Members not present at meeting:

Commissioners--Walt Lookofsky

County Board Members-Carol Cole Airport Manager-Scott Jefson Others Present-Jim Schwerman

Rick calls the meeting to order.

Rick asks Jim to give his farm Report. Jim starts out saying that the farm is planted and the hay has been harvested. Around 236, the most ever. Jim said the corn looks good. The beans on the east side of the field were more of a fight, with all the rain and dealing with the weeds. Jim explain some on what they sprayed to deal with it. Sold the rest of the wheat at \$6.80. The check will be around \$5,500. Jim mentioned to Steve that he did get \$10,000 transferred over to the airports checking account as requested. Scott told Jim that Stuart Fox brought out a spin-ditcher and that Stuart's brother Doug does the operates. Scott said that he and Doug walked the area and that Doug made an 8" ditch to the highway. Some discussion ensued about the drainage issue. Jim said he would check with some guys and see what it would cost to put a surface drain to the ditch at the highway. With that being said Jim asks Scott if he wanted the runways worked again and Scott said there were some humps that needed dealt with but wanted to wait till right before winter because there being used right now.

The minutes for the Regular meeting held May 6th were read by all. Rick made a motion to approve the minutes. It was second by Paul and was approved by all saying aye.

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

Bills Presented

Shelbyville Ace HardwareEquipment Maintenance	\$ 57.37
Shelby County Aviation—New Step Ladder and Equipment Maintenance	\$ 195.38
Ameren IP	\$ 73.99
Neil Tire ShelbyvilleNew Tire on Batt Wing and Zero Turn Mowers	\$ 123.70
Sloan Implement–Equipment Maintenance	\$ 706.80

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

Managers Report

The mowers are here now mowing 7-8 hours per day. Gone out to the runways with the dethatcher to help with the weed control. Barry Brunken donated us a rough cut mower, so some of the Tractor Supply bill was converting Barry's hitch so we could use it. Using that mower on what use to be the old fence line because it still has tree roots and stuff to deal with. Scott mentioned the pre-design meeting coming up on Wednesday and also a letter that Steve had forwarded to everyone concerning a decision made on our ALP. Scott said it was concerning shortening runway 4-22 to 1400 feet because when you do that there is no legal way to taxi to runway 4. A lengthy discussion ensued on the ALP and the runway issue. Scott wants to see a copy of the ALP so Steve said he would call Lindsay to see if she would bring a copy to the Pre-Design meeting on Wednesday.

Scott wanted to verify the date for the car show, which is going to be held on September 14. The local EAA chapter is going down to Jack Poffs on the 29th to do the breakfast for his last fly-in. Rick brings up the grass runway lengths again after checking it out on the internet. Rick also said he called Lindsay after talking to Dennis Jarman about it and nothing's been done yet. A short discussion ensued on the ALP.

Steve mentions there's a Pre-Design meeting for the Rehabilitation of the Main Hangar scheduled for July 10t at 2:00-3:30.

Scott mentions having a lot of paint that we purchased to paint the Main Hangar with that we haven't used and what are we going to do with it. Also the roof on the Main Hangar leaks worst than ever. A short discussion ensued on the Main Hangar. Rick suggested sitting on the paint until we see what is going to be done with the Main Hangar.

Scott said he hasn't had any Jet Fuel sales so he couldn't say if the pump is fixed yet or not. Rick mentions him and Steve discussing the jet fuel and needing to settle up with Aerinova. Paul asks about the fee we had discussed to charge crop dusters for using the airport and if it had upset anyone. Scott didn't think so. Some discussion ensued on it.

Old Business

Rick asks John if there was anything we needed to do for the Car Show. John said he needed to get flyers made up and that they had plenty of tickets left over for the 50/50 drawing and the give away. Carol asks John about a food vendor and John said we need to get one. Steve said he would talk to Joanie Myers over at Assumption to see if she would be available. John asks if we wanted to get the same DJ again this year so he said he would talk to him.

New Business

Rick asks if we need to change our fuel price. A lengthy discussion on the price of fuel ensued. Carol ask Scott if all the hangars were rented and Scott said yes. Carol also asks Scott if planes/renters were out that needed too be out and Scott says he has one, Garrett Wasson's 182 needs to go that's in hangar 10 isn't airworthy. Scott said he would be talking to Garrett about it.

Paul made a motion to adjourn and John second it.

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Don't meeting only o, 2024	Arrow EnergyDeposit Bank Interest Board Meeting Into 8 2024	Fuel\$947.36 SCA/Ameren\$ 23.95 Rent\$1170.00 Arrow Energy1479 Gallon 100LL Avegas @\$4.7002 per Gal.	T Swiney \$115, R Spain \$230, D Collette \$115	ACTS LLCInternet	Steve WempenBookkeeping June, 2024	Consolidated Communications	Arrow EnergyDeposit	Arrow EnergyDeposit	USPS300 Stamps	Sloan ImplementEquipment Maintenance	Neil Tire ShelbyvilleNew Tires for Zero Turn & Batt Wing Mower	Ameren IPSCA 37528 \$23.95, Airport 006211 \$50.04	HardwareEquipment Mainten:	Fuel\$1369.67 SCA/Ameren\$ 49.16 Rent\$1110.00	G Wasson \$115, BARR \$115, R Heimberger \$65	RentD Aims \$115, B Brunken \$115, 5 Wempen \$115	Illinois Department of RevenueSales Tax Payment	Deposit from Farm Account	Arrow EnergyDeposit	Shelby Electric Cooperative	Shelbyville Water Department	Effingham EquityGas & Diesel	John Deere FinancialPayment # 50 of 84	Shelby County AviationFBO June, 2024	Balance Shelby County State Bank	DESCRIPTION OF TRANSACTION	SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL
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	She	elby County Airpo	rt and La	and	ling	Fi	ield Co	mı	mission		
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7-Jun-24 7-Jun-24	60.04 4.04	Credit Card Customer	1992	\$	5.35	\$	321.21	•	04.44		
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7-Jun-24	49.32	Credit Card Customer	1995	\$	5.35	\$	263.86			\$	10.06
7-Jun-24	7.00	Credit Card Customer	1997	1\$	5.35	Valence in contract of	37.45			1	
7-Jun-24	4.79	Credit Card Customer	1998	\$	5.35		25.63				
8-Jun-24	5.10	Credit Card Customer	1999	\$	5.35		27.28			I	
8-Jun-24	2.05	Credit Card Customer	2000	\$	5.35		10.97				
8-Jun-24	2.52	Credit Card Customer	2001	\$	5.35	\$	13.48				
8-Jun-24	58.83	Credit Card Customer	2002	\$	5.35	\$	314.74				
8-Jun-24	9.61	Ryan Spain	2003	\$	5.30	ar act own concerns		\$	50.93		
9-Jun-24	3.50	Credit Card Customer	2004	\$	5.35	\$	18.72				
10-Jun-24	2.04	Paul Canaday	2005	\$	5.30			\$	10.81		
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11-Jun-24	14.65	Ryan Spain	2014	\$	5.30			\$	77.64	Carlot State	
12-Jun-24	6.10	Credit Card Customer	2015	\$	5.35	\$	32.64				
12-Jun-24	26.50	Ken Best	2016	The state of the	5.30			\$	140.45		
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15-Jun-24	23.25	Credit Card Customer	2025	1\$	5.35		124.39			1	
15-Jun-24	33.23	John Livesay	2026	\$	5.30			\$	176.12		
15-Jun-24	5.10	Credit Card Customer	2028	\$	5.35	\$	27.28				
15-Jun-24	60.08	Credit Card Customer	2029	\$	5.35		321.43				
15-Jun-24	60.09	Credit Card Customer	2030	\$	5.35		321.48				
15-Jun-24	8.80	Credit Card Customer	2031	The same of the same of	5.35		47.08				
15-Jun-24	8.93	Credit Card Customer	2032	\$	5.35	\$	47.78				
17-Jun-24	6.15	Chapter 274, EAA	2033	A CONTRACTOR OF THE PARTY OF	5.30			\$	32.60		
17-Jun-24	7.91	Credit Card Customer	2034	THE PERSON NAMED IN COLUMN	5.35	CONTRACTOR COURT	42.32				
18-Jun-24	7.17	Credit Card Customer	2035	The second name of the owner of	5.35		38.36				
19-Jun-24	9.88	Credit Card Customer	2036	\$	5.35	\$	52.86				
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22-Jun-24		New Load Overage 75.09 Gal	2048				
22-Jun-24		New Load Overage 75.09 Gal	2049				
23-Jun-24	14.80	Credit Card Customer	2050	5.35	\$ 79.18		
23-Jun-24	6.60	Credit Card Customer	2051		\$ 35.31		
24-Jun-24	22.08	Credit Card Customer	2052	5.35	\$ 118.13		
24-Jun-24	6.09	Credit Card Customer	2053		\$ 32.58		
24-Jun-24	53.90	Credit Card Customer	2054		\$ 288.36		
25-Jun-24	3.61	Chapter 274, EAA	2055		Maria de Caracteria de Caracte	\$ 19.13	
25-Jun-24	15.95	Chapter 274, EAA	2056	5.30		\$ 84.54	
26-Jun-24	17.04	John Weber	2057			\$ 90.31	
26-Jun-24	60.09	Credit Card Customer	2058	5.35	\$ 321.48		
26-Jun-24	1.09	Credit Card Customer	2059		\$ 5.83	and the same than the end of the same of t	
27-Jun-24	13.14	Credit Card Customer	2060	5.35	\$ 70.30		
27-Jun-24	16.47	Credit Card Customer	2061	5.35	\$ 88.11	The first term of the term of the state of t	
27-Jun-24	4.11	Credit Card Customer	2062	5.35	\$ 21.99		
27-Jun-24	11.45	Credit Card Customer	2063		\$ 61.26		
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27-Jun-24	14.87	Credit Card Customer	2065		\$ 79.55		
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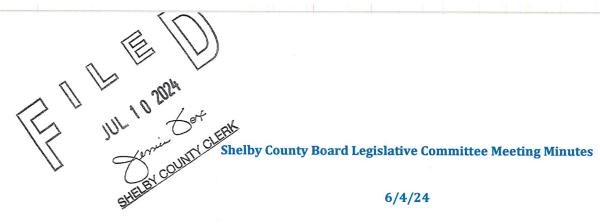
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4,938.12 \$ 881.26	\$	163.20	4.48 \$	2 \$	\$ 4.22	5,819.38	83 \$	\$ 387.83	516.42	\$	4,915.13	\$ 9	\$ 5.46	1064.94	December
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SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION SHELBYVILLE, IL.

REGULAR MEETING AGENDA

Meeting to be held at the Shelby County Airport
July 8, 2024
7:00 PM

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I.
          Call Meeting to Order
II.
          Guest Speaker (If Scheduled)
        1 Jim Schwerman to present Farm Report
III.
          Approval of Minutes
IV.
          Approval of Treasurer's Report
V.
          Approval of Bills Presented
VI.
          Airport Manager's Report
VII.
          Old Business
        1 Continue discussing Plans for Car Show
VIII.
          New Business
        1 Discuss the Rehabilitation of the Main Hangar for
          Pre-Design Meeting to be held on Wednesday, July 10th
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Courtroom A-6:30 PM

1. Roll Call Jeremy called the meeting to order at 6:32

Present: Jeremy Williams, Martha Firnhaber, Heath McCormick. Absent: Doug Keenan

- 2. Discussion and vote on recommendation to full board concerning the hiring of personnel to operate streaming and camera skipped due to Julie's absence
- 3. Discussion and vote on Recommendation to Full Board to Release minutes of sessions currently closed. Martha asked if closed session minutes have been discussed with legal counsel for advice on releasing. Martha made motion to table the discussion until the minutes have been reviewed by legal counsel with advice on releasing. Heath seconded the motion. Pass unanimously.
- 4. Approval of 5/7 Legislative Minutes Martha made a motion to approve the minutes. Seconded by Heath. No discussion. Passed unanimously.
- 5. Approval of 4/11 Legislative Minutes Jeremy made motion to approve the minutes. Seconded by Heath. Passed unanimously.
- 6. Old Business Martha mentioned the first rough draft of the Employee Handbook is close to being ready for a meeting with the department heads for review and discussion.
- 7. New Business none
- 8. Public Comment Tricia asked about Ambroziak's severance and who Megan (not sure of last name). She asked Jeremy and Heath intend to attend the Farm Committee meeting. She asked Jeremy about a text message.

Jake made his comments regarding the farm.

Teresa – spoke about the SA budget.

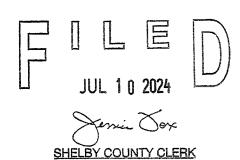
Jeremy made a statement regarding the SA budget. Also advised that the Public Funds Investment Act does not allow investing in anything that puts the principal at risk. Jeremy advised Tricia that when he sent the text message he did so as a private citizen.

9. Adjournment Heath made motion to adjourn. Martha seconded. Pass unanimously.

The Finance Committee met on **Tuesday**, **June 11th**, 2024, in Courtroom B, jury room of the Shelby County Courthouse.

Minutes- taken by Lori Nelson

- 1. Call to Order by Sonny Ross at 4:31pm, Lori, Clay, Don and Sonny present. Martha, Tad and Mark absent
- 2. Approval of minutes May
 Written by Martha Firnhaber motion by Don, 2nd Clay, approved, 0 No's, passed
- 3. Public Comment- none
- 4. Review and discussion of committee policy, if needed- no policies have been brought forward
- 5. Review claims (invoices) submitted for payment by County Departments from General Fund, Special Fund accounts not reviewed by the Road/Bridge, Animal Control Fund and Public Safety not reviewed by their respective committees.
 - -Tad Mayhall joined at 4:36pm
 - Question of Time Entry Reports, why it was included in Finances to review
 - Community Services, pulled Crossroads Truck Equipment until after work has been completed and confirmed.
 - Sonny will contact Treasurer to ensure that State's Attorney has proper documents to make purchases that would be tax exempt.
 - Pulling Coroner claims for hotel charges for training as they have not yet taken place, \$248.47.
- 6. Recommendation to County Board for approval to pay claims reviewed by the Finance Committee. Motion by Don, 2nd Sonny, all yeas, 0 no, passed
- 7. Motion to Adjourn- Tad, 2nd Clay, all yes votes, adjourned at 5:58pm



MEMORANDUM

To: Shelby County Board

From: Ruth Woolery, Shelby County State's Attorney

Date: July 11, 2024

Re: Payroll Processing

I have been asked by multiple board members to provide an opinion on the processing of payroll and accounts payable.

The general duties of the *County Clerk* are outlined in 55 ILCS 5/3-2013. Those enumerated duties do not include a designation as the county's "payroll clerk." They *do* include that the County Clerk is to keep a record of all bills and accounts payable prior to submitting them to the Treasurer for payment.

The General Duties of the Treasurer are outlined in 55 ILCS 5/3-10005. Those enumerated duties include the disbursement of county funds.

While there is no one office that is statutorily responsible for the processing of payroll, the treasurer is responsible for the disbursement of county funds. As such, that office is the most appropriate place for payroll to be processed outside of hiring a separate "payroll clerk" or outsourcing the payroll responsibilities of the county. And, from what I understand, the treasurer's office has been responsible for processing the county's payroll for over 40 years.

It is my opinion that the current payroll issues have more to do with the lack of an updated payroll and timekeeping policy. I have attached the current policy here. The new policy should be presented and reviewed with the department heads and revised as necessary.

Likewise, I am concerned that the Treasurer has on multiple occasions threatened not to pay employees for time worked for one reason or another. I would only point out that the refusal of the Treasurer to perform any of the duties assigned to her by the County Board is a violation of Illinois law subject to financial penalties and removal.

Again, the current payroll policy is attached hereto and must be followed as written until a revised policy is put into effect.

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 55. Counties
Act 5. Counties Code (Refs & Annos)
Article 3. Officers and Employees (Refs & Annos)
Division 3-2. Clerk (Refs & Annos)

55 ILCS 5/3-2013 Formerly cited as IL ST CH 34 \P 3-2013

5/3-2013. General duties of clerk

Effective: August 9, 2019
Currentness

§ 3-2013. General duties of clerk. Subject to the provisions of the Local Records Act, ¹ the duties of the county clerk shall be-

1st. To act as clerk of the county board of the county and to keep an accurate record of the proceedings of said board, file and preserve all bills of account acted upon by the board, and when any account is allowed or disallowed, the clerk shall note that fact thereon, and when a part of any account is allowed, the clerk shall note particularly the items allowed.

2nd. To keep a book in which the clerk shall enter the number, date and amount of each order upon the county treasurer, and the name of the person in whose favor the same is drawn, and when such order is canceled, the clerk shall note the date of cancellation opposite such entry.

3rd. Before any such order is delivered to the person for whose benefit it is drawn, the county clerk shall present the same to the county treasurer, who shall personally countersign the same.

4th. To keep a book, in which shall be entered in alphabetical order, by name of the principal, a minute of all official bonds filed in the clerk's office, giving the name of the office, amount and date of bond, names of sureties and date of filing, with such reference to the number or other designation of the bond, that the same may be easily found.

5th. To keep proper alphabetical indexes of all records and papers in the clerk's office.

6th. To give any person requiring the same, and paying the lawful fees therefor, a copy of any record, paper or account in the clerk's office.

7th. Such other duties as are or may be required by law.

Credits

P.A. 86-962, Art. 3, § 3-2013, eff. Jan. 1, 1990. Amended by P.A. 101-253, § 5, eff. Aug. 9, 2019.

Formerly Ill.Rev.Stat.1991, ch. 34, \P 3-2013.

Notes of Decisions (23)

5/3-2013. General duties of clerk, IL ST CH 55 \S 5/3-2013

Footnotes

1 50 ILCS 205/1 et seq.

55 I.L.C.S. 5/3-2013, IL ST CH 55 § 5/3-2013 Current through P.A. 103-593 of the 2024 Reg. Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 55. Counties
Act 5. Counties Code (Refs & Annos)
Article 3. Officers and Employees (Refs & Annos)
Division 3-10. Treasurer (Refs & Annos)

55 ILCS 5/3-10005 Formerly cited as IL ST CH 34 \P 3-10005

5/3-10005. Functions, powers and duties of treasurer

Currentness

§ 3-10005. Functions, powers and duties of treasurer. The treasurer has those functions, powers and duties as provided in the Sections following this Section and preceding Section 3-10006. He shall receive and safely keep the revenues and other public moneys of the county, and all money and funds authorized by law to be paid to him, and disburse the same pursuant to law. He shall appoint his deputies, assistants and personnel to assist him in the performance of his duties. His deputies shall take and subscribe the same oath for the discharge of their duties as is required of him, which oath shall be entered of record in the office of the county clerk. The Treasurer shall, in all cases, be responsible for the acts of his deputies. The functions and powers of the county treasurers shall be uniform in the various counties of this State.

Credits

P.A. 86-962, Art. 3, § 3-10005, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10005.

Notes of Decisions (13)

55 I.L.C.S. 5/3-10005, IL ST CH 55 § 5/3-10005

Current through P.A. 103-593 of the 2024 Reg. Sess. Some statute sections may be more current, see credits for details.

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West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 55. Counties
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Article 3. Officers and Employees (Refs & Annos)
Division 3-10. Treasurer (Refs & Annos)

55 ILCS 5/3-10014 Formerly cited as IL ST CH 34 \P 3-10014

5/3-10014. Payment of money

Currentness

§ 3-10014. Payment of money. No money or funds shall be paid out of any county treasury, except in accordance with an order of the county board, or when payment is specially authorized by law to be made.

In counties which have delegated the authority to pay claims against the county, as provided by Section 1-6006, the County Treasurer may pay funds out of the County Treasury upon the order of the county officials designated to allow or disallow claims made against the county.

Credits

P.A. 86-962, Art. 3, § 3-10014, eff. Jan. 1, 1990.

Formerly III.Rev.Stat.1991, ch. 34, ¶ 3-10014.

Notes of Decisions (1)

55 I.L.C.S. 5/3-10014, IL ST CH 55 \S 5/3-10014

Current through P.A. 103-593 of the 2024 Reg. Sess. Some statute sections may be more current, see credits for details.

End of Document

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SHELBY COUNTY, ILLINOIS PAYROLL POLICIES AND PROCEDURES

- This policy is based on Federal and State Labor Law and the U.S. Citizenship and Immigration Services Law.
- 1. Pay Periods are every two weeks starting on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. All pay checks for two-week pay periods will be distributed within six working days after the last working day of the pay period. Paychecks will be directly deposited into individual employee checking or savings accounts on the Friday following the end of the pay period. Paper checks will be available in the County Clerk's office for pick up by Department Representatives on the Thursday following the pay period end date at 3:00 p.m. This will require a signature by the Representative for release.

2. General Policies:

- a. All employees of Shelby County are required to submit a time sheet with the employee signature and the signature of the Department Head. Any changes made to a payroll already submitted will require a signature of both the employee and Department Head.
- b. All accrued benefit time (vacation, personal, sick, compensation) will be tracked in the payroll system. Additions will be added according to the specifications in the union contracts. The use of benefit time based on payroll time sheets will deduct in the payroll system automatically. Department Heads will confirm balances with the Treasurer's office quarterly.
- c. Payments to all employees will be based on the approved time sheets.
- d. A new employee will not be put on payroll without the Employee Data Form signed by Department Head and both W-4 Forms and an I-9 Form.
- e. The Employee Data Form will be required to make any pay rate changes, position changes or deductions for an existing employee. This form will need to be signed by both the employee and Department Head.
- f. Upon any termination of an employee, the Employee Data Form will need to be signed by both the employee and Department Head.

3. Procedures:

- a. Each employee will complete and submit a signed individual time sheet showing the hours worked with specific in and out times, sick time, vacation time, holiday time, personal time, or compensation time used.
- b. Each Department Head will review for accuracy and sign time sheets. Time sheets are required to be in the Treasurer's office by 12:00 p.m. on the Monday following the end of the pay period. If Monday is a holiday, time sheets are required to be in the Treasurer's office by 10:00 a.m. on the Tuesday following the end of the pay period.
- c. Payroll deductions will be made for F.I.C.A., Federal and State Income Taxes, applicable health benefits, insurances, Union dues, I.M.R.F. and any other amounts required by State or Federal law. These accumulated deductions will be submitted to the proper entity on or before their due date.
- d. An accounting of deductions will be given to the employee as part of the payroll documentation. Staff are instructed to verify that the deductions are correct and maintain their pay stubs.

4. COUNTY BOARD PAYROLL POLICY

- a. County Board committee meeting claim sheets should be submitted to the County Clerk's office no later than 8:45 a.m. the Tuesday before County Board Meeting day. These claims can be emailed to shcoclerk@shelbycounty-il.com, faxed to 217-774-5291, or dropped off at the office. Please list the dates of your meetings and your mileage on each claim sheet you submit. All committee claim sheets are required to have a signature of the Board member. While only 1 committee per day will be paid, mileage for each additional meeting will be paid and should be listed on the claim form.
- b. Submission of the forms to the Clerk's office by the requested date and time will ensure accurate documentation is submitted to the Treasurer's office for payment of payroll for the committee meetings. The County Board Meeting will be tracked separately and should not be included on the claim forms. Forms not received by 8:45 a.m. the Tuesday before the County Board Meeting will be held for the next month's meeting.
- c. Those Board members selecting direct deposit will have the check stub emailed to them the Friday following the County Board Meeting. Checks will be mailed the Thursday evening following the County Board meeting upon completion in the Treasurer's office.

NEW HIRE	Effective Date	(EMISTOXAE NOIM)	
Position	Pay Rate \$	Per	(hr/biweekly)
Department			
Classification ☐ Introductory ☐ Reg	gular full-time 🔲 Part-time	□ Tempora	ry
☐ I9 Form(attach) Tax Withholding state			
PAY/BENEFIT CHANGE(S)		ctive Date	
☐ Rate of Pay From: \$ From: \$ P	Per□ Hour □ Bi-Weekly □ Per □ Hour □ Bi-Weekly □	Year Year	
☐ Benefits Change(s) (attach appropriate ☐Long ☐ Position/Title Change From:	Term Disability □ Life		-
☐ Position/Title Change From: ☐ Change in tax exemptions — Attach new	·		
☐ Change Marital status: ☐ Single			•
□ Dependents: □ Add □ Dele	te Name(s)/Relationship:		
☐ Address/phone change: Old:			
New:			
TERMINATION OF EMPLOYMENT	LAST DATE V	WORKED	
☐ Quit with Notice ☐ Quit without No	otice 🛘 Laid Off 🗘 Ter	minated	
Additional Notes/Comments:	Eligible for Re	ehire: 🗆 Yes	□ No
EMPLOYEE SIGNATURE:		٠	
DEPARTMENT HEAD SIGNATURE:			