

November 8, 2021

SHELBY COUNTY BOARD MEETING AGENDA

November 10, 2021 – 7:00 P. M.

Courtroom A, Shelby County Courthouse, Shelbyville

1. Call to Order-Prayer- Pledge of Allegiance
2. Roll Call
3. Approval of Minutes from the October 14, 2021, regular board meeting and the October 22, 2021, special meeting
4. Public Body Comment
5. Chairman Bryon Coffman – Appointment to fill vacancy in Shelby County Board District #4 upon recommendation of the Republican Central Committee
6. Chairman Bryon Coffman – Announce vacancy in the office of Shelby County Sheriff due to the retirement of Sean McQueen
7. Probation Officer Amelia Ohnesorge –Request Approval of Drunk and Drugged Driving Prevention Month Proclamation
8. Jay Scott, Asst. State’s Attorney or Nichole Kroncke, State’s Attorney – Discussion and vote on ratification of FOP contract for 9/1/2021-8/31/2024
9. Nichole Kroncke, State’s Attorney – Discussion and vote on proposed amended Merit Commission Rules, Regulations and Procedures
10. Brian McReynolds, Sheriff – Discussion and vote on resolution for the sale of Shelby County Sheriff’s Department Canine “Kilo”
11. Julie Edwards, Board member – Discussion and vote to rescind the hiring of Paylocity for HR, electronic timekeeping, and payroll services
12. David Swits, Board member – Discussion and vote on appointment of county official to assist Paylocity with implementation of payroll system
13. Derek Pearcy, Board member – Rescind board action from October 22 special meeting on board size based on SB 536 with new deadline for reapportionment of December 31, 2021: Discussion and vote on county board reapportionment with 5 districts, 3 members per district
14. Chairman Bryon Coffman – Discussion and vote on reapportionment and compensation resolution for the Shelby County Board (11 districts/2 members per)
15. Don Tate, Public Buildings Chair – Discussion and vote on recommendation from Public Buildings committee to sign a contract with Kone/Omnia Partners to replace the elevator car doors and door operating systems at a cost of \$59,339 with ½ due at signing
16. Don Tate, Public Buildings Chair – Discussion and vote on recommendation from Public Buildings committee to change the scope of the Courthouse Window Repair grant from window replacement to historic window repair and authorize the Public Buildings committee to contact firms that do this repair and start the window upgrade process
17. Gary Gergeni, Finance Chair – Discussion and vote on a special audit of the Sheriff’s accounts due to the retirement of Sheriff Don Koonce on June 25, 2021, and Sheriff Sean McQueen on November 5, per 55 ILCS 5/6-31005, request RFP be prepared to hire auditor to perform this audit; Discussion and vote to send request for proposal to begin search for new county auditor
18. County Highway Report – Request approval for: Resolution requesting approval to appropriate Motor Fuel Tax funds for the purpose of maintaining County Highways; Resolution to approve the appointment of an acting county engineer

19. Jessica Fox, County Clerk – Request approval to move the polling places of Todd's Point and Okaw from their respective township buildings in Findlay to the Findlay Community Center located at 101 E. S. 2nd St. for the 2022 Elections
20. Committee Reports
21. Chairman Updates
22. Chairman Appointments – Ramiro Estrada – 911 ETSB 1 year term
John Pogue to Misc./Ambulance committee
23. Correspondence
24. Approval of Claims
25. Adjournment

Please silence cell phones during the Board meeting.

Prayer today is given by Board member Dennis Drnjevic

SHELBY COUNTY BOARD MEETING

November 10, 2021 – 7:00 P.M.

The Shelby County Board met on Wednesday, November 10, 2021, at 7:00 P.M. in Courtroom A of the Shelby County Courthouse in Shelbyville, Illinois. The meeting was held on Wednesday, due to the Veteran's Day holiday on Thursday, November 11.

Chairman Bryon Coffman called the meeting to order. Board member Dennis Drnjevic gave the prayer, and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Hite was absent. M. Bennett was tardy.

Minutes for the October 14, 2021, Board meeting were presented for approval. Orman made motion to approve the minutes. Simpson seconded said motion, which passed by voice vote (19 yes, 0 no).

Minutes from the October 22, 2021, special board meeting were presented for approval. Tate made motion to approve the minutes. Durbin seconded said motion, which passed by voice vote (19 yes, 0 no).

At this time Chairman Coffman called for Public Body Comment.

Sharon, a member of the audience requested board members state their name prior to speaking so the public will know who they are. Bobby Orman addressed the Grain Belt Express highline that will run right through Shelby County and recommend the board work with Zoning and other neighboring counties to draft something that could give the counties more control over the placement of this line. Dennis Drnjevic stated today was the birthday of the United States Marine Corp, thanked our Veteran's and wished them all a happy Veteran's Day on November 11. Julie Elbert spoke against the sale of K9 "Kilo". (M. Bennett entered the meeting).

Chairman Coffman announced a vacancy in the office of Shelby County Sheriff due to the retirement of Sean McQueen on November 5. Brian McReynolds is the current acting Sheriff.

Probation officer Amelia Ohnesorge requested the board proclaim December 2021 as Drunk and Drugged Driving (3D) Prevention Month. The Memorial Tree will be placed in the Courthouse throughout the month of December. Ohnesorge thanked the Board for their support. (Proclamation attached to these minutes).

Edwards made motion to approve the Proclamation declaring December 2021 to be Drunk and Drugged Driving (3D) Prevention Month. Drnjevic seconded said motion, which passed by voice vote (20 yes, 0 no).

Assistant State's Attorney Jay Scott addressed the board to review the FOP contract (9/1/21 – 8/31/2024) that was recently ratified by the members of FOP. Scott discussed the changes made in the contract and answered questions from the board about various sections of the contract dealing with Insurance, sick time use and FMLA, awarding of vacation time, and informed the board this contract fixes about 90% of the issues previously related to "past practice". The new contract allows for lateral transfers and relaxes the residency requirements to any surrounding county. The Shelby County Sheriff's office has lost several deputies in the past year and 2 more are currently looking at leaving for law enforcement positions elsewhere. Shelby County has lost several deputies to other area departments this year.

Boehm made motion to approve the FOP contract. Patterson seconded said motion, which passed by roll call vote (17 yes, 3 no). Ayes: Barr, B. Bennett, Boehm, Canaday, Coffman, Drnjevic, Edwards, Lenz, Patterson, Percy, Simpson, Slifer, Swits, Tate and Williams. Nay: M. Bennett, Gergeni and Orman.

State's Attorney Nichole Kroncke presented amended Merit Commission rules, regulations, and procedures. It is hoped changes to these rules will help attract more law enforcement officers to Shelby County and help fix the staffing shortage at the Sheriff's office. Kroncke stated this shortage is a serious issue for public safety in the county.

Patterson made motion to approve the merit commission amended rules. Drnjevic seconded said motion.

Tate stated a typo existed on page 9 and made motion this typo be corrected. Simpson seconded this motion which passed by voice vote (20 yes, 0 no).

Coffman called for a vote on Patterson's motion to approve the by-laws for the merit commission as amended, which passed by voice vote (20 yes, 0 no).

Sheriff Brian McReynolds addressed the board to request approval for a resolution to sell K9 officer "Kilo" to either another law enforcement agency or to an individual deemed a suitable owner. McReynolds informed the board the former K9 handler had taken a job with another department. The training of a new handler takes 10 weeks and with the deputy staffing shortage there is not anyone available to take over the K9. Should the Sheriff's office get back up to full staff in the future there is a possibility the county could purchase another K9 at that time.

Slifer made motion to approve the resolution. Patterson seconded said motion, which passed by voice vote (18 yes, 1 no – Orman, 1 present – Williams).

**Shelby County Board Meeting
November 10, 2021**

Board member Julie Edwards addressed the board regarding the outsourcing of payroll to Paylocity which was approved at the September 9, 2021, meeting. Edwards stated she had a lengthy conversation with the County Treasurer and felt the county did not have a payroll problem, the county had a compliance problem. Edwards stated the county had spent \$56,000 on a financial software system, cited board action from August 14, 2019, which assigned the duties of payroll and HR to the County Treasurer and referred the board the case law of Ashton v Cook which states county business cannot be outsourced to a 3rd party. Discussion was held.

Edwards made motion to rescind the board action taken on Sept. 9, 2021 to outsource payroll to Paylocity. Pogue seconded said motion, which failed by roll call vote (8 yes, 12 nay). Ayes: M. Bennett, Canaday, Edwards, Gergeni, Orman, Percy, Pogue and Tate. Nays: Barr, B. Bennett, Boehm, Coffman, Drnjivic, Durbin, Lenz, Patterson, Simpson, Slifer, Swits and Williams.

David Swits requested approval for a resolution to appoint a county official to assist Paylocity with implementation of their payroll systems. County Clerk Jessica Fox informed the board she had been asked for payroll documents by Paylocity, but the Clerk's office does not have access to the records needed.

Swits made motion the Treasurer assist Paylocity with obtaining this documentation. Patterson seconded said motion.

Gergeni made motion to table this action pending a legal opinion. Pogue seconded said motion, which failed by roll call vote (8 yes, 12 nay). Ayes: M. Bennett, Canaday, Edwards, Gergeni, Orman, Percy, Pogue and Tate. Nays: Barr, B. Bennett, Boehm, Coffman, Drnjivic, Durbin, Lenz, Patterson, Simpson, Slifer, Swits and Williams.

Swits motion to direct the Treasurer to assist Paylocity with a second by Patterson, passed by roll call vote (12 yes, 8 no). Ayes: Barr, B. Bennett, Boehm, Coffman, Drnjivic, Durbin, Lenz, Patterson, Simpson, Slifer, Swits and Williams. Nay: M. Bennett, Canaday, Edwards, Gergeni, Orman, Percy, Pogue and Tate.

At this time, board member Derek Percy addressed the board regarding the action at the special meeting on October 22, 2021, to remain with 11 board districts/2 members per district. SB536, which was recently passed during the veto session, defines the deadline for county reapportionment as December 31, 2021. Percy discussed the Executive committee at the October 4, 2021, meeting had been in favor of reducing the board size. Percy stated the board could still reduce to the 5 districts with 3 members per district due to the extension of time as cited with SB536.

Percy made motion to rescind the board action of 10/22/21 to remain with 11 board districts/2 members per district. Pogue seconded Percy's motion, which failed by roll call vote (8 yes, 12 no). Ayes: M. Bennett, Canaday, Edwards, Gergeni, Orman, Percy, Pogue and Tate. Nays: Barr, B. Bennett, Boehm, Coffman, Drnjivic, Durbin, Lenz, Patterson, Simpson, Slifer, Swits and Williams.

Chairman Coffman presented the resolution to set board size and compensation for the Shelby County Board to be elected in 2022 to 11 districts with 2 members per districts. (Maps and legal attached to the resolution as drafted by Bruce Harris and Associates).

Swits made motion to approve the reapportionment resolution as presented. Boehm seconded said motion, which passed by roll call vote (12 yes, 8 no). Ayes: Barr, B. Bennett, Boehm, Coffman, Drnjivic, Durbin, Lenz, Patterson, Simpson, Slifer, Swits and Williams. Nay: M. Bennett, Canaday, Edwards, Gergeni, Orman, Percy, Pogue and Tate.

Public Buildings Chair Don Tate requested approval to sign a contract with Kone/Omnia Partners to replace the elevator car doors and the door operating systems. Estimated costs are \$59,339 with 1/2 due at signing.

Tate made motion to approve the contract. Gergeni seconded said motion, which passed by roll call vote (19 yes, 1 nay – Pogue). Ayes: Barr, B. Bennett, M. Bennett, Boehm, Canaday, Coffman, Drnjivic, Durbin, Edwards, Gergeni, Lenz, Orman, Patterson, Percy, Simpson, Slifer, Swits, Tate and Williams. Nay: Pogue.

Tate updated the board regarding the \$250,000 window grant. Upon the advice of the State Historical society, Tate requested approval to change the scope of the project from window replacement to historical window repair. Tate will be contacting companies who specialize in this service to get some prices on repairing the courthouse windows to maintain their historical significance.

Tate made motion to change the scope of the grant. Canaday seconded said motion, which passed by voice vote (20 yes, 0 no).

Finance Chair Gary Gergeni addressed the board regarding the retirement of Sheriff Don Koonce on 6/25/21 and Sean McQueen on 11/5/21 and the need per 55 ILCS 5/6-31005 for the public funds of this office to be audited within 180 days of those departures. Discussion was held. State's Attorney Kroncke stated she would speak with Forensic auditor John Vander Burgh to see if those funds could be added to their current auditing process. The county wide audit was just presented by West & Co on Sept. 9, 2021, which would have also included these funds.

Gergeni made motion to have the public funds of the Sheriff's office audited. Tate seconded said motion, which passed by voice vote (19 yes, 1 nay – Barr).

Shelby County Board Meeting
November 10, 2021

Discussion was also held on the resignation of the previous county auditor West & Co. and the need for Shelby County to hire a new auditing firm.

Tate made motion request for proposals be submitted to the County with a deadline of December 31, 2021 by area auditing firms. Williams seconded said motion, which passed by voice vote (20 yes, 0 no).

Chairman Coffman, as Chair of the Road & Bridge committee requested approval for a resolution to appropriate motor fuel tax funds to maintain county highways.

Williams made motion to approve the resolution. Simpson seconded said motion, which passed by voice vote (20 yes, 0 no).

Coffman updated the board the bridge in Rose Township has been completed by an initial bridge inspection is required by a qualified program manager, which Shelby County currently does not have. The committee is going to try and get the Christian County Highway Engineer to perform this inspection so the bridge can be opened.

County Clerk Jessica Fox requested approval from the board to move the Okaw and Todd's Point polling places from their respective township buildings in Findlay to the Findlay Community Center for the 2022 elections. Todd's Point Township does not have air conditioning and with the primary being moved to June 28, Fox felt it important to find a location with AC. These polling places currently sit a block apart, so it will not be a huge move on either polling location.

Canaday made motion to approve the polling place change. Simpson seconded said motion, which passed by voice vote (20 yes, 0 no).

Chairman Coffman called for committee reports.

Public Buildings Chair Tate stated the bill for carpet for the replacement project in Courtroom A, law library and judges chamber is among the bills to be approved by the board.

Rescue Squad chair Williams informed the board both the Dive Team and the Rescue Squad would be doing various training maneuvers.

Law Enforcement Chair Patterson stated the department hoped to hire new deputies and the committee would start reviewing reports of the various funds held at the Sheriff's office monthly.

Chairman Coffman stated the Road and Bridge committee would meet Friday, November 12 to conduct another interview with a candidate for the Highway Engineer position.

Under Chairman appointments, Coffman recommended the reappointment of Ramiro Estrada to a 1-year term on the ETSB 9-1-1 board.


Orman made motion to approve the appointment. Coffman seconded said motion, which passed by voice vote (20 yes, 0 no).

John Pogue to the Misc./Ambulance committee to replace Coffman. Patterson made motion to approve this appointment. Gergeni seconded said motion, which passed by voice vote (19 yes, 1 no – B. Bennett).

For Chairman correspondence, Coffman stated there would be a UCCI membership meeting in Springfield on Monday, November 15. Coffman also stated he hoped to attend the IACO/IACBM meeting on Wednesday, November 17 in Normal. This meeting is to discuss the use of ARPA funds.

Tate made motion to approve the payment of the claims. Canaday seconded said motion, which passed by roll call vote (20 yes, 0 no) – Ayes: Barr, B. Bennett, M. Bennett, Boehm, Canaday, Coffman, Drnjevic, Durbin, Edwards, Gergeni, Lenz, Orman, Patterson, Pearcy, Pogue, Simpson, Slifer, Swits, Tate and Williams. Nay: none.

Barr made motion to adjourn until the next regular scheduled meeting to be held on December 9, 2021. Drnjevic seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 9:13 P.M.


Jessica Fox
Shelby County Clerk and Recorder

SHELBY COUNTY

Nov. 10, 2021

REGULAR MEETING

	ROLL CALL			QUESTIONS							
	MILEAGE	11/10/2021 P.M.	11/10/2021 P.M.	<i>Ratify For</i> ON MOTIONS TO Contract		<i>Rescind</i> ON MOTIONS TO Paylocity		<i>Table Resolutions</i> ON MOTIONS TO to assign Treas to assist Paylocity		<i>Treasurer to</i> ON MOTIONS TO assist Paylocity	
COUNTY BOARD MEMBERS				AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
BARR, KENNETH	50	✓		1			1		1	1	
BENNETT, BARBARA	40	✓		2			2		2	2	
BENNETT, MARK	32	✓			1	1		1			1
BOEHM, TERESA	0	✓		3			3		3	3	
CANADAY, PAUL	0	✓		4		2		2			2
COFFMAN, BRYON	48	✓		5			4		4	4	
DRNJEVIC, DENNIS	22	✓		6			5		5	5	
DURBIN, JESSE	12	✓		7			6		6	6	
EDWARDS, JULIE		✓		8		3		3			3
GERGENI, GARY	26	✓			2	4		4			4
HITE, ROD	56	A		-	-						
LENZ, LARRY	26	✓		9			7		7	7	
ORMAN, ROBERT	34	✓			3	5		5			5
PATTERSON, GARY	0	✓		10			8		8	8	
PEARCY, DEREK	20	✓		11		6		6			6
POGUE, JOHN	0	✓		12		7		7			7
SIMPSON ROBERT	32	✓		13			9		9	9	
SLIFER, JEFF	32	✓		14			10		10	10	
SWITS, DAVID	34	✓		15			11		11	11	
TATE, DON	40	✓		16		8		8			8
WILLIAMS, LYNN	0	✓		17			12		12	12	
	0										

SHELBY COUNTY

Nov. 10, 2021

REGULAR MEETING

		ROLL CALL			QUESTIONS							
			1 / 2021	1 / 2021	Rescind ON MOTIONS TO 10/22/2021	Redistricting of Cp Bd Action	Resolution ON MOTIONS TO to approve	redistricting	Kone elevators ON MOTIONS TO contract		Payment of ON MOTIONS TO claims	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BARR, KENNETH	50				1	1		1		1	
	BENNETT, BARBARA	40				2	2		2		2	
	BENNETT, MARK	32			1			1	3		3	
	BOEHM, TERESA	0				3	3		4		4	
	CANADAY, PAUL	0			2			2	5		5	
	COFFMAN, BRYON	48				4	4		6		6	
	DRNJEVIC, DENNIS	22				5	5		7		7	
	DURBIN, JESSE	12				6	6		8		8	
	EDWARDS, JULIE				3			3	9		9	
	GERGENI, GARY	26			4			4	10		10	
	HITE, ROD	56										
	LENZ, LARRY	26				7	7		11		11	
	ORMAN, ROBERT	34			5			5	12		12	
	PATTERSON, GARY	0				8	8		13		13	
	PEARCY, DEREK	20			6			6	14		14	
	POGUE, JOHN	0			7			7	1		15	
	SIMPSON ROBERT	32				9	9		15		16	
	SLIFER, JEFF	32				10	10		16		17	
	SWITS, DAVID	34				11	11		17		18	
	TATE, DON	40			8			8	18		19	
	WILLIAMS, LYNN	0				12	12		19		20	
		0										

Shelby County Clerk - Jessica Fox

From: sc540@scso87.org on behalf of Sheriff McQueen <sc540@scso87.org>
Sent: Monday, October 18, 2021 12:14 PM
To: Jessica Fox; Shelby Co States Att; bcoffman@shelbycounty-il.com
Subject: Leaving

To: Shelby County Clerk Jessica Fox
Shelby County Board Chair Bryan Coffman
Shelby County Board members
Shelby County States Attorney Nichole Kroncke
Shelby County Department Heads

FILED
OCT 18 2021
Jessica Fox
SHELBY COUNTY CLERK

From: Sheriff Sean McQueen

Date: 10-18-2021

After over 31 years in law enforcement, it is with deep regret that I announce my retirement from full time law enforcement and resign my office as Sheriff of Shelby County, effective 11-5-2021. My intention is to designate Undersheriff McReynolds as Interim Sheriff.

Although I was not actively looking for a job, as I had plans to finish out what I had started, we all know life doesn't always go as we plan. I have been offered an opportunity that I simply can not turn down, as it will be life changing. Though the decision to leave is an extremely difficult one, I have to do what is best for my family. I pray everyone can understand this.

I want everyone to know, this was not exactly how I saw my immediate future to turn out, after we all had worked so hard to secure my appointment as Sheriff. The employees of the sheriff's office, county board members, other county department heads, many citizens across Shelby County and beyond worked so hard to get me where I am today. I am so appreciative of everyone's support, which in turn is why this makes this decision even more difficult.

I have worked extremely hard to do what is best for the sheriff's office, even after I was appointed Undersheriff and during my tenure as Sheriff. Albeit there is still a lot to do, I am confident that my successor will finish the projects I have started, and continue to further the solid mission statement of the sheriff's office that we currently operate under today.

It has been an honor and an absolute privilege to be able to work alongside some of the finest law enforcement officers and support personnel around. It has been a pleasure to serve the citizens of Shelby County. Thank you to each and every one of you that has encouraged and supported me as the Undersheriff and Sheriff. God bless you all.

Sheriff Sean McQueen

Shelby County Sheriffs Office

151 N. Morgan

Shelbyville, Illinois 62565

217-774-3941

SHELBY COUNTY SHERIFF'S OFFICE



Sheriff
Sean McQueen

**151 North Morgan Street
Shelbyville, IL. 62565
Phone: 217-7743941 Fax: 217-774-2851**



Undersheriff
Brian McReynolds

To: Jessica Fox-Shelby County Clerk
Chairman Bryon Coffman

From: Sheriff Sean McQueen

Effective November 5, 2021 at 2:00 pm, I will resign my position as Shelby County Sheriff. Pursuant to 55 ILCS 5/3-3010, I designate Undersheriff Brian McReynolds to fill the vacancy created by my resignation. Upon my resignation, Undersheriff Brian McReynolds is designated as the Shelby County Sheriff.

The Democratic Central Committee has also been notified.

Below is who I wish to designate Sheriff:
Brian T. McReynolds (DOB 12-24-1969)
1928 E 1165 North RD
Shelbyville, Illinois 62565

Date: 10-27-2021



Sheriff Sean McQueen

FILED
OCT 27 2021

Jessica Fox
SHELBY COUNTY CLERK

PROCLAMATION

Drunk and Drugged Driving (3D) Prevention Month

The November and December holiday seasons are traditionally one of the most deadly times for alcohol-impaired driving. Millions of families across the nation will be celebrating this wonderful holiday season looking back on all their accomplishments this past year. However, for a few thousand families the holiday seasons are a sad reminder because they lost a loved one to an impaired driver during a pervious year. For those families this is an appropriate time to focus attention on both the problems and the solutions.

In 2019 there were 276 people killed in alcohol impaired fatalities which was approximately 27% of all crash fatalities in the State of Illinois. This is a decrease from 2018's alcohol impaired fatalities of 291 or approximately 28% of all crash fatalities in the State of Illinois. Furthermore, there were 26,224 DUI arrest in the State of Illinois in 2019. Evidenced based practices have shown us community-based programs involving consumer education, effective laws, and strong law enforcement presence have been proven successful in reducing impaired driving.

Organizations from every State in this great nation are joining together this holiday season by supporting anti-impaired driving programs and policies. Thanks to the Shelby County Probation Office, Shelby County is a partner in that effort to make our roads and streets safer by offering Victim Impact Panels (VIP) and other evidence-based practices this holiday season. Furthermore, to show support to the 276 families that will have to spend this holiday season without their loved one Shelby County Probation will have a Christmas Tree in the Court House Lobby with one ribbon for every DUI crash fatality in 2019.

Now, therefore, I, Bryon Coffman, Shelby County Board Chairman, do hereby proclaim December 2021 as **Drunk and Drugged Driving (3D) Prevention Month** and do hereby call upon all citizens, government agencies, business leaders, hospitals, schools, and public and private institutions in Shelby County to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December 2021 holiday season.



Signature

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF SHELBY / SHELBY COUNTY SHERIFF

FILED
NOV 16 2021


SHELBY COUNTY CLERK

Deputy Sheriffs (Unit A)
Dispatcher/Jailer, Jail Matron/Cook, Janitor
and Secretary/Bookkeeper (Unit B)

September 1, 2021 – August 31, 2024

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



306 (See file for contract)

**RULES, REGULATIONS AND PROCEDURES
OF THE
SHERIFF'S DEPARTMENT
DEPUTIES' MERIT COMMISSION
FOR
SHELBY COUNTY, ILLINOIS**

**ADOPTED BY COMMISSION: SEPTEMBER 16, 2021
APPROVED BY COUNTY BOARD: November 10, 2021**

**Gary Crowder, Chairman
Nichole Kroncke, State's Attorney
Honorable Sean McQueen, Sheriff**

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**RULES, REGULATIONS AND PROCEDURES
OF THE
SHERIFF'S DEPARTMENT DEPUTIES' MERIT COMMISSION
OF THE
COUNTY OF SHELBY
STATE OF ILLINOIS**

As adopted by the Commissioners of the Sheriff's Department Deputies' Merit Commission of Shelby County, Illinois, effective October 15, 2021.

CHAPTER I—ADMINISTRATION

SECTION 1: SOURCE OF AUTHORITY.

The Sheriff's Department Deputies' Merit Commission of Shelby County, Illinois, derives its power and authority from an Act of the General Assembly entitled, SHERIFF'S MERIT SYSTEM LAW, 55 ILCS 5/3-8001, *et seq.* and the majority vote of the electorate of Shelby County, Illinois on a referendum for the adoption of a merit system for deputies in the office of the County Sheriff effective January 1, 1977.

SECTION 2: DEFINITIONS.

The word "Commission" wherever used shall mean the Sheriff's Department Deputies' Merit Commission of Shelby County, Illinois. The word "Officer" shall mean any Deputy Sheriff holding a permanent office in the Sheriff's Department of Shelby County, Illinois.

SECTION 3: OFFICERS OF BOARD AND THEIR DUTIES.

The Board shall in even-numbered years, on the first meeting in September elect a Chairman and a Secretary. They shall hold office for two years and until their successors are duly elected and qualified. The Chairman shall be the presiding officer at all meetings. The Secretary shall keep the Minutes of all meetings of the Board in a permanent record book and shall be the custodian of all the forms, papers, books, records and completed examinations of the Board, including the official copy of these Rules, Regulations and Procedures.

SECTION 4: MEETINGS.

- a) Regular meetings shall be held quarterly. Regular meetings shall be scheduled and conducted in compliance with the Open Meetings Act, 5 ILCS 120/1.
- b) Special meetings shall be open, notice thereof to be posted forty-eight (48) hours prior to convening, and scheduled and conducted in compliance with the Open Meetings Act, 5 ILCS 120/1.

SECTION 5: QUORUM.

A majority of the members of the Commission shall constitute a quorum for the conduct of all business.

SECTION 6: ORDER OF BUSINESS.

The order of business at any meeting shall be:

- a) Reading of the Minutes.
- b) Communications.
- c) Unfinished Business.
- d) New Business.
- e) Adjournment.

Consistent with the Open Meetings Act, 5 ILCS 120/1, any specific agenda item to be discussed and/or considered must be included in the meeting agenda and posted at least forty-eight (48) hours prior to the meeting.

SECTION 7: PROCEDURE.

The parliamentary procedure prescribed in Robert's "Rules of Order" shall be followed as far as applicable.

SECTION 8: ANNUAL REPORT AND BUDGET REQUEST.

The Commission may submit an Annual Report of its activities to the County Board and a Budget Request for the ensuing year for Appropriation by the County Board pursuant to the requirements of 55 ILCS 5/3-8006.

SECTION 9: FINANCING.

a) Members of the Commission shall receive per diem compensation as provided by Law (55 ILCS 5/3-8003) at the rate of Twenty Dollars (\$20.00) per day or such greater amount as from time to time set by the County Board or part thereof when they are upon Commission business, to be paid by the County upon the submission of claims therefore.

b) Reasonable and necessary expenses of the Commission shall be budgeted by the Commission annually, as approved by the County Board through its Annual Appropriation Ordinance and paid by the County upon the submission of claims therefor.

CHAPTER II – APPOINTMENT TO THE DEPARTMENT

SECTION 1: ELIGIBILITY REQUIREMENTS

Certified employee candidates must meet the following requirements. The Sheriff shall appoint as certified employees only those persons who have been certified to him, in writing, by this Commission as being eligible for appointment. All applicants accepted will enter as a deputy sheriff. The requirements are as follows:

1. Applicant must be a United States citizen or a legal resident.
2. Applicant must be a minimum of twenty-one (21) years old.
3. Applicant must possess a valid drivers license not subject to suspension or revocation.
4. Applicant must not have been previously convicted of a felony offense or crime of moral turpitude under the laws of Illinois or any other State.
5. Applicant must successfully complete such medical and psychological tests as the Commission may prescribe.
6. Applicant must have passed such examinations as the Commission may prescribe from time to time.
7. Applicant must be acceptable to the Commission during an oral interview.
8. Applicant must be acceptable to the Commission as to reputation and character.
9. Applicant must successfully complete physical agility tests as the Commission may prescribe.
10. Applicant must be fingerprinted under the supervision of the Shelby County Sheriff's Office.
11. Applicant must have a high school diploma or GED.
12. Applicants must reside within Shelby County or any adjoining county within twelve (12) months of hire.
13. Upon employment, the individual provisionally certified by the Commission shall serve an initial twelve-month probationary period. The Sheriff may discharge any appointee during his or her probationary period.
14. The Commission at its discretion may waive any of the above requirements in this Section for good cause shown.

SECTION 2: LATERAL TRANSFER ELIGIBILITY REQUIREMENTS

Any current or former member of a police agency within the United States may be certified by the Commission for appointment to the Shelby County Sheriff's Office if the following criteria are met:

1. Applicant must be or have been a certified, sworn law enforcement officer with a municipality, county federal, or State law enforcement agency.

2. Applicant must possess a current State of Illinois certification by the Illinois Law Enforcement Training and Standards Board. Certification by the State of employment outside of Illinois will be accepted provided the certification is accepted and recognized by the Illinois Law Enforcement Training and Standards Board.
3. Applicant must be in good standing with the Illinois Law Enforcement Training and Standards Board (or equivalent for employment in State outside of Illinois).
4. Applicant shall consent to a background investigation being made with his former employer conducted by the Commission or its designated representative.
5. Applicant shall not be under any supervision or other discipline by another police agency.

If the applicant meets all of the above requirements, the Commission may require the following before certifying the applicant for appointment:

1. Applicant must be a United States citizen or a legal resident.
2. Applicant must be a minimum of twenty-one (21) years old.
3. Applicant must possess a valid drivers license not subject to suspension or revocation.
4. Applicant must not have been previously convicted of a felony offense or crime of moral turpitude under the laws of Illinois or any other State.
5. Applicant must successfully complete such medical and psychological tests as the Commission may prescribe.
6. Applicant must have passed such examinations as the Commission may prescribe from time to time.
7. Applicant must be acceptable to the Commission during an oral interview.
8. Applicant must be acceptable to the Commission as to reputation and character.
9. Applicant must successfully complete physical agility tests as the Commission may prescribe.
10. Applicant must be fingerprinted under the supervision of the Shelby County Sheriff's Office.
11. Applicant must have a high school diploma or GED.
12. Applicants must reside within Shelby County or any adjoining county within twelve (12) months of hire.
13. Upon employment, the individual provisionally certified by the Commission shall serve an initial twelve-month probationary period. The Sheriff may discharge any appointee during his or her probationary period.
14. The Commission at its discretion may waive any of the above requirements in this Section for good cause shown.

CHAPTER III—EXAMINATIONS FOR ELIGIBILITY CERTIFICATION

ORIGINAL APPOINTMENTS

SECTION 1: NOTICE OF EXAMINATIONS.

Examinations shall be held on the dates fixed by the Commission and advertised in a local paper in accordance with the statutes of the State of Illinois. Examinations may be postponed, however, by order of the Commission, which order shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination.

SECTION 2: EXAMINATIONS.

The Commission shall call examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the Minutes of the Commission and shall include a statement of the time and place where such examination will be held. Applications will be received for at least a two-week period, which shall terminate at least three days before the examination and/or orientation.

SECTION 3: TYPE OF EXAMINATIONS.

Applicants must attend any orientation program sponsored by the Commission. In addition, applicants may be required to participate in a physical aptitude test, written and oral examinations as determined by the Commission and as more particularly set forth in Section 4 below. No examination shall contain questions regarding applicant's political or religious opinions or affiliations.

SECTION 4: EXAMINATIONS—MINIMUM GRADE.

The following examinations may be conducted by the Commission. The sequence of testing may vary at the discretion of the Commission. Failure to achieve the minimum passing grade in any examination disqualifies the applicant from any further participation.

<u>Examinations</u>	<u>Minimum Passing</u>
Orientation	Attendance Mandatory
Written Test	Pass or Fail
Physical Aptitude Test	Pass or Fail
Background Investigation	Pass or Fail
Polygraph Test	Pass or Fail
Psychological Examination	Pass or Fail
Medical Examination	Pass or Fail
Oral Test (Interview)	Pass or Fail

Note: To any person who is entitled to military preference whose name appears on the register of eligible, the Commission shall add five (5) points.

SECTION 5: ORIGINAL APPOINTMENT—PHYSICAL APTITUDE TEST.

All applicants may be required to submit themselves to a physical aptitude test. Only candidates who have passed the written examination will be permitted to participate in the "Physical Aptitude Test."

SECTION 6: ORIGINAL APPOINTMENT—WRITTEN EXAMINATIONS.

Information as to the type of written examination employed by the Commission may be provided as part of an orientation program. All examination papers shall be and remain the property of the Commission and the grading thereof by the Commission shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description. Candidates who fail to achieve a passing grade will be notified and eliminated from all further consideration.

SECTION 7: ORIGINAL APPOINTMENT—ORAL EXAMINATION.

All Commissioners shall participate in any Oral Examination except wherein one Commissioner is absent due to illness or when matters of an emergency nature preclude his attendance. In no event shall less than two (2) Commissioners conduct any Oral Examination. Questions shall be asked of the Candidate that will enable the Commissioners to properly evaluate and grade the Candidate on speech, alertness, ability to communicate, judgment, emotional stability, self-confidence, social skills, and general fitness for the position. Upon completion of each Oral Examination, the Commissioners will discuss the Candidate's abilities using the traits listed above. Each Commissioner will then evaluate the Candidate. Candidates who fail to successfully complete the Oral Examination will be notified and eliminated from all further consideration. At the discretion of the Commission the Sheriff may be invited to attend and participate in the Oral Examination.

SECTION 8: PROFESSIONAL EXAMINATIONS AND TESTS.

a) The Commission may require each applicant for original appointment to submit to a Psychological Examination by such Psychologist or Psychiatrist as the Commission may in writing designate. Such examination shall be without expense to the applicant. Failure of the applicant to take or successfully complete such test shall eliminate him from further consideration.

b) Any applicant for original appointment to the Sheriff's Department of Shelby County, Illinois, may be required to submit to a Polygraph Device Deceptive Test, commonly known as a Lie Detector Test, at such time and place as the Commission may in writing designate. Such test shall be given without expense to the applicant. Failure of the applicant to take or successfully complete such test shall disqualify him to enter upon the duties of the office for which the application for examination was filed.

c) The Commission may require each applicant for original appointment to submit to a Medical Examination to be performed by a licensed physician.

SECTION 9: ELIGIBILITY REGISTER.

A list of eligible candidates shall be prepared by the Commission and prominently posted at the completion of each promotional examination and interview procedure. The Commission shall list the eligible candidates alphabetically. The list shall remain in force for one (1) year or until exhausted, by the whole or partial acceptance or rejection by the Sheriff, of those listed, whichever is shorter.

SECTION 10: PROBATIONARY APPOINTMENT.

a) All vacancies to the office of Sheriff's Department Deputy shall be filled by individuals from the Eligibility Register who have met all requirements previously listed. The Sheriff may, in his sole and absolute discretion, appoint any individual from the Eligibility Register to such vacancy.

b) All original appointments to the office of Deputy Sheriff shall be for a probationary period of twelve (12) months. During this probationary period, the probationary appointee is subject to removal by the Sheriff at will.

c) Any person whose name appears on the Eligibility Register may decline appointment. Any such applicant who shall decline to accept appointment with fourteen (14) days after it is offered shall be deemed to have withdrawn his application. It shall be the option of the Commission to strike from or maintain upon the register the name of any such candidate on the Eligibility Register.

SECTION 11: CERTIFICATION.

a) Final certification of probationary Deputy Sheriffs shall be subject to successful completion of the Basic Training Course, within the prescribed probationary period, as provided by the Police Training Institute (PTI) or such other equivalent Basic Training Course for law enforcement officers as the Sheriff shall from time to time designate, at no cost to the probationary Deputy Sheriff. In addition, final certification of probationary Deputy Sheriffs shall be subject to said Deputy Sheriff establishing his or her domicile in Shelby County, Illinois, or an adjoining county, within twelve (12) months.

Failure to successfully complete such Basic Training Course or to establish and maintain such domicile shall be grounds for dismissal.

b) A Deputy Sheriff who, for any reason, leaves employment with the Shelby County Sheriff's Department within six (6) years of the completion of such Police Training shall reimburse Shelby County for a proportionate cost of that training according to the following schedule:

Within 2 years of completion of such training: 100%

2 years to 4 years after completion of such training:	75%
4 years to 6 years after completion of such training:	50%

c) Each Deputy Sheriff, upon assignment to any police Basic Training Course for law enforcement officers, shall execute an Acknowledgment and Agreement for his compliance with the reimbursement provisions of this section, which Acknowledgment and Agreement shall be held in his personnel file maintained by the office of the Sheriff. In the event that it is necessary to bring a legal action for the enforcement of the Acknowledgment and Agreement provided for hereunder and/or the reimbursement provisions hereof, the action shall be brought in the name of the Deputies' Merit Commission for and on behalf of the County of Shelby, State of Illinois, by its attorneys, and shall be brought pursuant to the Illinois Code of Civil Procedure in the circuit courts of this State. In such event, the said Commission shall be entitled to collection in addition to the reimbursement provided for hereunder against any such Deputy Sheriff or former Deputy Sheriff, its attorney's fees, expenses, and costs incurred in the collection of the reimbursement amount.

CHAPTER IV—OTHER APPOINTMENTS

SECTION 1: TEMPORARY APPOINTMENTS.

The Sheriff may, upon approval of the Commission, make a temporary appointment to the office of Deputy Sheriff when the Sheriff has made application to the Commission to fill a vacancy in an office of Deputy Sheriff and the Commission does not have any Eligibility Register or the Eligibility Register has expired or is exhausted. Such appointment shall be temporary in nature and shall terminate upon the Commission's completion of an Eligibility Register. A temporary appointee shall not serve more than six (6) months but may, upon the application of the Sheriff and the affirmative vote of the Commission, be extended in that temporary appointment for a period not to exceed an additional six (6) months.

SECTION 2: UNDERSHERIFF.

The office of Undersheriff shall be filled by the appointment of the Undersheriff in his sole and absolute discretion to serve at will for whatever period of time the Sheriff deems appropriate. The office of Undersheriff may be filled from within or without the ranks of Deputy Sheriffs. However, when an individual is removed from the office of Undersheriff, he may elect to be reappointed to the office of Deputy Sheriff if he held that office at the time of his appointment as Undersheriff, if there is an opening in the Sheriff's office or if an opening is created by the County Board.

SECTION 3: SERGEANT.

a) An office known as Sergeant may be filled by promotion from the ranks of Deputy Sheriffs in such number or numbers, if any, as the Sheriff from time to time requires.

b) The Commissioners shall prepare a "Sergeant's Eligibility Register" from the list of serving Deputy Sheriffs on the basis of ascertained merit, seniority of service, and physical and other qualifying examinations as they may require. The Deputy Sheriffs qualifying will be ranked alphabetically based upon a "Pass-Fail" basis. The minimum "Passing Grade" will vary from time to time based upon the examinations administered or the testing agency used by the Commission and/or the number of applicants to be certified to the current "Sergeant's Eligibility Register." The Sergeant's Eligibility Register shall not include veteran preference points.

c) A dated copy of the Sergeant's Eligibility Register shall be sent to each Deputy Sheriff. This copy shall include the date of expiration of the register six (6) months thence. Upon affirmative vote of the Commission, the Sergeant's Eligibility Register may be extended for an additional six (6) months. If an eligible candidate is not appointed within the date of expiration and any extension thereof, then his eligibility shall expire.

d) The Sheriff shall promote to the rank of Sergeant from those whose names were certified in his sole and exclusive discretion. Persons appointed to the rank of Sergeant shall be on probation in such rank for a period of twelve (12) months. Such appointees may be demoted by the Sheriff to their former rank at any time during the period of probation if, in the exclusive opinion of the Sheriff, they have failed to demonstrate the ability and the qualifications necessary to furnish satisfactory command service. Thereafter, no Sergeant shall be demoted or suspended except for cause, upon written charges by the Sheriff filed with and heard and determined by the Commission in accordance with the state (55 ILCS 5/3-8014) and these Rules Regulations and Procedures.

e) Additional compensation for service in the rank of Sergeant shall be as fixed in the Agreement Between County of Shelby, the Shelby County Sheriff and Illinois Fraternal Order of Police Labor Council.

SECTION 4: AUXILIARY DEPUTIES.

The Sheriff may, upon approval of the County Board and pursuant to statute (55 ILCS 5/3-6012 and 6013) as from time to time amended, appoint auxiliary deputies to serve at will for whatever period of time the Sheriff deems appropriate.

SECTION 5: SPECIAL DEPUTIES.

The Sheriff may, pursuant to statute (55 ILCS 5/3-6011 and 3-6023) as from time to time amended, appoint special deputies for service of process and/or court bailiffs to serve at will for whatever period of time the Sheriff deems appropriate.

SECTION 6: REINSTATEMENTS

Any tenured member, if elected or appointed to the position of Sheriff, will retain his or her tenured position upon completion of his or her term of office, if there is an opening in the Sheriff's office or if an opening is created by the County Board.

CHAPTER V—ORDER OF RANK AND OATH OF OFFICE

SECTION 1: RANK.

The order of rank in the Sheriff's Department shall be as follows:

- SHERIFF
- UNDERSHERIFF
- SERGEANT
- DEPUTY SHERIFF
- OTHER SHERIFF'S DEPARTMENT PERSONNEL

SECTION 2: OATH OF OFFICE.

Before entering duty, any person about to become a Deputy Sheriff of the Sheriff's Department shall take the following oath before any person authorized to administer oaths in the State of Illinois:

"I, _____, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Deputy Sheriff for Shelby County, Illinois, according to the best of my ability.

Signed _____
Deputy Sheriff

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public"

He shall enter into such bond in such amount as prescribed by Law, if any.

CHAPTER VI—DISCIPLINARY PROCEDURES AND REMEDIES

SECTION 1: INFORMAL DISCIPLINE.

a) Pursuant to the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et seq.), the Sheriff may make Informal Inquiry into the conduct of any Deputy Sheriff and may impose discipline, not to exceed a suspension without pay for three (3) days, pursuant thereto.

b) A Deputy Sheriff so disciplined may elect to appeal such suspension or other discipline pursuant to these Rules, Regulations and Procedures to the Commission or may elect

to pursue a grievance pursuant to the labor contract governing the terms of employment of Deputy Sheriffs between the Fraternal Order of Police, Shelby County, Illinois, and the Sheriff. Once either election is made, it is thereafter the exclusive remedy for the review of such informal discipline.

c) The Sheriff, in either event, shall file a copy of such Informal Discipline with the Secretary of the Commission.

d) Any such appeal must be undertaken by the filing of a Notice of Appeal with the Secretary of the Commission in accordance with these Rules within thirty (30) days or any appeal is forever barred.

SECTION 2: HEARING OF CHARGES.

a) Hearings before the Commission are not common law proceedings. The provisions of the "Code of Civil Procedure" do not apply to hearings before the Commission.

b) "Counsel" as used herein means: One who has been admitted to the Bar as an Attorney at Law in this State.

c) No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Commission shall be allowed. Decisions of the Commission are subject to review only pursuant to the Illinois Code of Civil Procedure, Article III. ADMINISTRATIVE REVIEW (735 ILCS 5/3-101 et seq.)

d) "Cause" is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion recognize as cause for the officer no longer occupying his position, including but not limited to, violation of the Sheriff's Department Rules, these Rules, Regulations and Procedures, and the Laws of the State of Illinois, its subdivisions, other states, and of the United States of America.

The right to determine what constitutes cause is within the discretion of the Commission.

e) The complainant or appellant initiating any proceedings which call for a hearing before the Commission shall have the burden of proof to establish by a preponderance of the evidence that cause for discipline exists, or that a suspension or other discipline previously imposed by the Sheriff, is unwarranted.

f) The phrase "preponderance of evidence" is defined as the greater weight of the evidence. It rests with that evidence which, when fairly considered, produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighed against the evidence in opposition thereto.

g) All hearings shall be public, in accordance with the Open Meetings Act. (5 ILCS 120/1-120 et seq.)

- h) At the time and place of hearing, both parties may be represented by counsel, if they so desire.
- i) All proceedings before the Commission during the conduct of the hearing shall be recorded by a court reporter to be employed by the Commission.
- j) Any transcript of proceedings of such hearing shall be paid for by the party causing the court reporter to prepare such transcript.
- k) All witnesses shall be sworn prior to testifying and the matter will be decided by the Commission solely on evidence presented at the hearings.
- l) The Commission will first hear the witnesses either substantiating the charges which have been made against the Deputy Sheriff or in support of an appeal brought by a Deputy Sheriff. Thereafter, the other party may present and examine those witnesses whom he desires the Commission to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party and the right to present argument and the citation of legal authorities in support of their respective positions.

SECTION 3: HEARING PROCEDURE.

a) **COMPLAINTS:** Whenever the Sheriff seeks to impose discipline upon a Deputy Sheriff consisting of a suspension, with or without pay, for more than three (3) days or discharge, he may elect to proceed under the Rules, Regulations and Procedures of this Commission or under the Dispute Resolution and Grievance Procedure of the Agreement between County of Shelby and Shelby County Sheriff and Illinois Fraternal Order of Police Labor Council. Upon such election being once made, the remedy elected is exclusive for all parties involved herein. In all cases, written complaints shall be filed, setting forth a plain and concise statement of the facts upon which the complaint is based.

Whenever the Sheriff seeks to demote a Sergeant after the Sergeant has successfully served his twelve (12) months of probation, he shall file a written complaint with this Commission, setting forth a plain and concise statement of the facts upon which the complaint is based.

b) **PROBABLE CAUSE:** The Commission shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such hearings as may be necessary for such purpose.

c) **NOTIFICATION OF HEARING:** Upon the filing of a complaint or appeal with the Secretary of the Commission, and the determination by the Commission of probable cause for entertaining said complaint or appeal, the Secretary of the Commission shall notify both the complainant and respondent, either by registered or certified mail, return receipt requested, or personally, of the time and place of the hearing of the charges contained in the complaint or appeal. The respondent shall also be served with a copy of the complaint or appeal.

d) **CONTINUANCES:** The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Commission.

e) **STIPULATIONS:** Parties may, on their own behalf, or by counsel, stipulate and agree in writing, or on the record, as to evidence. The facts so stipulated shall be considered as evidence in the proceeding.

In the event a respondent has been suspended pending a hearing and desires a continuance, in the event said respondent is to be retained in his position as the result of a decision of the Commission following a hearing of the cause, then no compensation shall be paid to said respondent during the period of said continuance.

f) **SUFFICIENCY OF CHARGES—OBJECTION TO:** Motions or objections to the sufficiency of written charges must be filed or made prior to or at the hearing before the Commission.

SECTION 4: SUBPOENAS.

a) Any party to an administrative hearing may, at any time before the hearing, make application to the Commission by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts, and other documents as may be deemed by the Commission to be relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person twenty-one (21) years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois.

b) Any request for continuance by reason of inability to serve subpoenas shall be filed in the office of the Commission at least three (3) days before the date set for such hearing, provided, however, that the Commission in its discretion may waive this rule.

SECTION 5: SERVICE.

All papers required by these Rules, Regulations and Procedures to be served shall be delivered personally to the party designated or mailed by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his last-known residence as reflected by the complaint filed with the Commission, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed by either registered or certified mail, return receipt requested, to a party's address.

SECTION 6: FILING.

All documents may be filed with the Board by mailing them or delivering them personally to the Secretary of the Commission at the Shelby County Detention Center,

Shelbyville, Shelby County, Illinois. For the purpose of these Rules, Regulations and Procedures, the filing date of any paper shall be the date it was received in the Commission's Office, in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date which is postmarked on the envelope of such paper.

SECTION 7: FORMS OF DOCUMENTS.

a) All documents filed in any proceeding shall be typewritten or printed and shall be on one side of the document only.

b) If typewritten, the lines shall be double spaced, except that long quotations may be single spaced and indented.

c) All documents shall be not larger than 8-1/2" by 11" with inside margins of not less than one inch.

d) The original of all documents filed shall be signed in ink by the party filing the paper or by an officer, agent, or attorney thereof and copies thereof provided the opposing party or his counsel.

e) If documents are filed by an attorney, his name and address shall appear thereon.

SECTION 8: COMPUTATION OF TIME.

The time within which any act under these Rules, Regulations and Procedures is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday or Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or Sunday, then such succeeding day shall also be excluded.

SECTION 9: SUSPENSION.

a) The Commission may suspend any member of the Sheriff's Department against whom charges have been preferred, pending a hearing of the charges by the Commission, but not to exceed thirty (30) days, with or without pay, at any one time.

b) The Sheriff shall have the right to suspend any officer under his command for a period of not to exceed three (3) days, with or without pay, providing no charges on the same offense have been filed and are pending before the Commission, and he shall notify the Commission in writing within twenty-four (24) hours of the time of such suspension.

c) Any Deputy Sheriff so suspended may elect to proceed to appeal such suspension under these Rules, Regulations and Procedures to the Commission for a review of the suspension within thirty (30) days after receiving notice of such suspension by filing notice of such appeal in writing with the Secretary of the Commission. A hearing shall be had upon such appeal, and due

notice given to the Sheriff who suspended such officer, and to the officer so suspended. The burden of establishing that a suspension is unwarranted shall be upon the individual bringing the appeal. In the alternative, the Deputy Sheriff may elect to proceed from such suspension of three (3) days or less under the Dispute Resolution and Grievance Procedure of the Agreement between County of Shelby and Shelby County Sheriff and Illinois Fraternal Order of Police Labor Council. Upon such election being once made, the remedy elected is exclusive for all parties involved therein. In all cases, written complaints shall be filed, setting forth a plain and concise statement of the facts upon which the complaint is based.

d) Upon such appeal, the Commission may sustain the action of the Sheriff, may reverse it, in whole or in part, with instructions that the officer so suspended receive his pay the period involved, may suspend the officer for a period of not more than an additional thirty (30) days, with or without pay, or discharge him, based upon the evidence presented.

SECTION 10: DISCHARGE OR SUSPENSION AFTER HEARING.

a) Discharge from office, or suspension from service as a Deputy Sheriff for any period in excess of three (3) days shall be in compliance with the following:

No certified Deputy Sheriff shall be suspended for more than three (3) days, or discharged except for good cause, upon written charges, and after an opportunity to be heard in his own defense. The Commission shall conduct a fair and impartial hearing of any charges, to be commenced within a reasonable time of the filing thereof, which may be continued from time to time. In the case a Deputy Sheriff is found guilty, the Commission may, in its discretion, suspend him or her not to exceed thirty (30) days without pay or may discharge him or her.

The Commission may suspend any Deputy Sheriff, with or without pay, pending the hearing, not to exceed thirty (30) additional days, provided, however, that upon a Commission decision after hearing that a Deputy Sheriff is not guilty as charged, the Deputy Sheriff shall be reimbursed all wages withheld, if any.

b) In the conduct of such a hearing, any member of the Commission shall have power to administer oaths/affirmations, and the Commission shall have power to secure by its subpoena both the attendance and testimony of witnesses and the production of books, papers, and other tangible things relevant to the hearing.

c) Consistent with the Open Meetings Act, 5 ILCS 120/1, when addressing questions of personnel, the deliberations of the Commission upon the conclusion of such hearing may be closed, except the Commission may invite its counsel to be privy to its deliberations.

d) The Commission shall, within a reasonable time after the hearing is completed, enter its findings on the records of the Commission in writing and furnish each party with a copy thereof.

SECTION 11: DATE OF HEARING.

The time for the hearing of charges shall be set by the Commission insofar as convenient within thirty (30) days of the time of the filing of such charges or within fourteen (14) days of the service of the complaint pursuant to Section 5 hereof, whichever is sooner. Continuances may be granted from time to time upon motion of any party to the proceeding by order of the Commission.

SECTION 12: FINDINGS AND ORDER.

In case any Sergeant or Deputy Sheriff shall be found guilty of the charges preferred against him after a hearing by the Commission, he may be demoted or discharged, or suspended for a period not exceeding an additional thirty (30) days, with or without pay. Upon an appeal, the Commission may sustain the action of the Sheriff, may reverse it, in whole or in part, or may suspend the Deputy Sheriff for an additional period of not more than thirty (30) days or discharge him depending on the facts presented.

All such Findings and Orders shall be reduced to writing and a copy thereof delivered to the Sheriff, the Deputy Sheriff, and any other party to such proceedings.

SECTION 13: RULES—CONFLICT.

The Deputy Sheriffs of the Shelby County Sheriff's Department shall be governed by the Rules, Regulations and Procedures as adopted by the Commission and the Regulations of the Sheriff's Department as promulgated from time to time by the Sheriff. In case of conflict, the Rules, Regulations and Procedures of the Commission shall govern.

SECTION 14: POLITICAL CONTRIBUTIONS.

No Deputy Sheriff of the County of Shelby, State of Illinois, shall be under any obligation to contribute any funds to a political cause or candidacy or to render any political service, and no such person shall be removed or otherwise prejudiced for refusing to do so. No Deputy Sheriff of Shelby County, Illinois, shall be discharged or promoted or reduced in official rank or compensation, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose.

SECTION 15: RULES AND REGULATIONS

Any member who shall be guilty of any of the following shall be subject to disciplinary action by the Sheriff or the Merit Commission:

No member of the Sheriff's Office shall:

1. Violate any State or Federal law or statute.
2. Violate any county or municipal ordinance.

3. Violate any orders, rules, regulations or procedures of the Sheriff's Office.
4. Fail to obey a lawful order.
5. Willfully mistreat any person
6. Be insubordinate to or show disrespect for a superior officer.
7. Negligently or carelessly use any weapon.
8. Knowingly make a false police report.
9. Neglect to perform his or her duties
10. Perform duties with gross inefficiency or incapacity.
11. Engage in any conduct unbecoming of a member of the Sheriff's Office which tends to discredit the Office.
12. Willfully destroy or damage any Department property or use such property without proper authority.
13. Receive, solicit or attempt to receive or solicit money or anything of value for performing or failure to perform an assigned duty.
14. Drink any kind or intoxicating liquor while on duty or while in uniform.
15. Consume any unlawful drug or intoxicating substance.
16. Disseminate or release any information concerning essential police matters, except where properly authorized to do so.

SECTION 16: VIOLATION OF LAW.

Any violation of the laws of a municipality, a County, a State, or any federal entity, by any Deputy Sheriff may be cause for the filing of charges against said officer.

SECTION 17: FINDINGS AND DECISION.

The findings and decision of the Commission, following a hearing of charges, shall be preserved by the Secretary, and notice of said findings and decision sent to the officer involved and the Sheriff for enforcement. If the finding or decision is that an officer is guilty of charges investigated, and demotion or suspension or discharge is ordered, such order of demotion or suspension or discharge shall become effective forthwith.

CHAPTER VII—GENERAL

SECTION 1.

The Commission shall have such other Powers and Duties as authorized by the Statutes of the State of Illinois or by ordinance.

SECTION 2.

Any Chapters, Sections and/or Subsections of the foregoing Rules, Regulations, and procedures for the operation of the Commission that are in conflict with the Illinois Compiled Statutes or with any amendments thereto that may hereafter be enacted are null and void.

SECTION 3. CHANGES IN RULES, REGULATIONS AND/OR PROCEDURES

Any member of the Commission may at any regular or special meeting present a motion to amend, adopt or rescind any rule or regulation. Notice of any proposed change shall be submitted to the Sheriff and to all Deputy Sheriffs by delivering a copy of any proposed changes to the Sheriff and by posting a notice of any proposed change at the Sheriff's Office at least ten (10) working days prior to the meeting at which time the proposed changes shall be voted upon. A majority vote of the Commission shall be required to amend, adopt, or rescind any rule or regulation of the Commission.

SECTION 4. LEAVE OF ABSENCE.

Leaves of absence without pay shall be granted by the Commission by reason of military service or duty-related disability or other good cause shown. If a leave of absence is granted by the Commission during a probationary period, such probationary period shall be tolled until the probationary employee returns from his leave of absence.

SECTION 5: TERMS OF EMPLOYMENT.

The terms of employment of Deputy Sheriffs, such as hours of duty, holidays, vacation, and rates of pay, shall be governed by the Agreement between County of Shelby and Shelby County Sheriff and Illinois Fraternal Order of Police Labor Council on behalf of and with Lodge No. 116.

SECTION 6: INSPECTIONS

At the request of the Sheriff, or by majority vote of the Commission, the Commission may periodically inspect and investigate the morale and efficiency of members of the Sheriff's Department and shall report any findings to the Sheriff and the Shelby County Board in writing. The Commission may make recommendations to the Sheriff based upon its inspection and investigation as it deems appropriate.

RESOLUTION 21 - 45
RESOLUTION FOR SALE OF SHELBY COUNTY SHERIFF'S DEPARTMENT
CANINE, "KILO"

WHEREAS, Shelby County purchased a canine trained and utilized by the Shelby County Sheriff's Office in the detection of illegal narcotics, said canine known as "Kilo;" and

WHEREAS, the only trained handler of Kilo has resigned from the Shelby County Sheriff's Office; and

WHEREAS, the Shelby County Sheriff's Office is currently understaffed with no deputy available to train with the narcotics canine known as "Kilo;" and

WHEREAS, narcotics canines cannot serve the Sheriff's Office without a handler who has trained with the canine; and


WHEREAS, it is in the best financial interest of the Shelby County Sheriff's Office to sell narcotics canine "Kilo;"

BE IT RESOLVED, that Sheriff Brian McReynolds may sell narcotics canine "Kilo" to another law enforcement agency for no less than \$1,000.

BE IT FURTHER RESOLVED, that if Sheriff McReynolds is unable to sell narcotics canine "Kilo" to another law enforcement agency, he may sell the canine for no less than \$1,000 to a private citizen deemed by Sheriff McReynolds to be suitable for ownership of the canine.

November 10, 2021


Chairman of the County Board


Attest: Jessica Fox, Shelby County Clerk

RESOLUTION 21 - 46
RESOLUTION FOR IMPLEMENTATION OF PAYLOCITY PAYROLL SYSTEM

WHEREAS, pursuant to 55 ILCS 5/5-1005 (16), the County has the power “to install an adequate system of accounts and financial records in the offices and divisions of the county, suitable to the needs of the office and in accordance with generally accepted principles of accounting for governmental bodies, which system may include such reports as the county board may determine;”

WHEREAS, the Shelby County Board, by majority vote, decided to outsource payroll to Paylocity;

WHEREAS, Paylocity will need to access employee demographics and relevant employment documents to implement the payroll system;

WHEREAS, pursuant to 55 ILCS 5/5-1087, a county board may impose additional duties, powers or functions upon county officers;

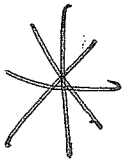
BE IT RESOLVED, that the Shelby County Board, pursuant to its statutory authority under 55 ILCS 5/5-1005(16) and 55 ILCS 5/5-1087 hereby direct Erica Firnhaber

who holds the position of Shelby Co, Treasurer to assist designated employees of Paylocity by providing necessary employee demographics and employment documents to Paylocity in order to implement the payroll system previously approved the Shelby County Board.

November 10, 2021

Bryon Coffman,
Chairman of the County Board

Attest: Jessica Fox, Shelby County Clerk



19 (55 ILCS 5/2-3004) (from Ch. 34, par. 2-3004)

20 Sec. 2-3004. Failure to complete reapportionment. If any

21 county board fails to complete the reapportionment of its

22 county by July 1 in 2011 or any 10 years thereafter or by the

23 day after the county board's regularly scheduled July meeting

24 in 2011 or any 10 years thereafter, or for the reapportionment



Translate Website

1 of 2021, by December 31 ~~the third Wednesday in November~~ in the

2 year after a federal decennial census year, whichever is

3 later, the county clerk of that county shall convene the

4 county apportionment commission. Three members of the

5 commission shall constitute a quorum, but a majority of all

6 the members must vote affirmatively on any determination made

7 by the commission. The commission shall adopt rules for its

8 procedure.

9 The commission shall develop an apportionment plan for the

10 county in the manner provided by Section 2-3003, dividing the

11 county into the same number of districts as determined by the

12 county board. If the county board has failed to determine the

13 size of the county board to be elected, then the number of

14 districts and the number of members to be elected shall be the

15 largest number to which the county is entitled under Section

16 2-3002.

17 The commission shall submit its apportionment plan by

18 October 1 in the year that it is convened, or for the

19 reapportionment of 2021, by February 1, 2022, except that the

20 circuit court, for good cause shown, may grant an extension of

21 time, not exceeding a total of 60 days, within which such a

22 plan may be submitted.

23 (Source: P.A. 102-15, eff. 6-17-21.)

24 Section 25. The Downstate Forest Preserve District Act is

25 amended by changing Section 3c and by adding Section 3c-1 as

1 follows:

2 (70 ILCS 805/3c)

3 Sec. 3c. Elected board of commissioners in certain

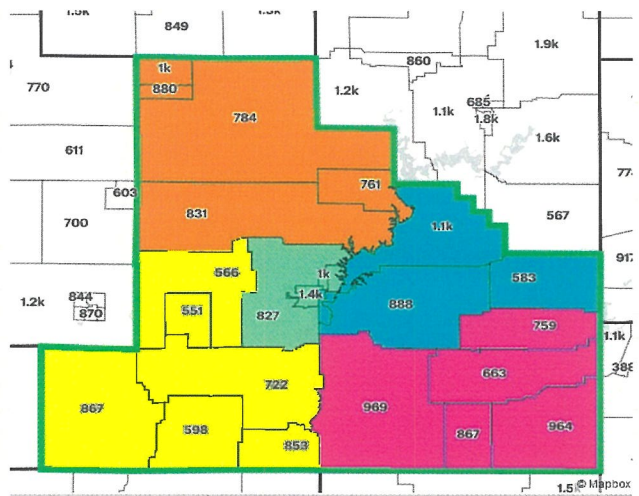
4 counties. If the boundaries of a district are co-extensive

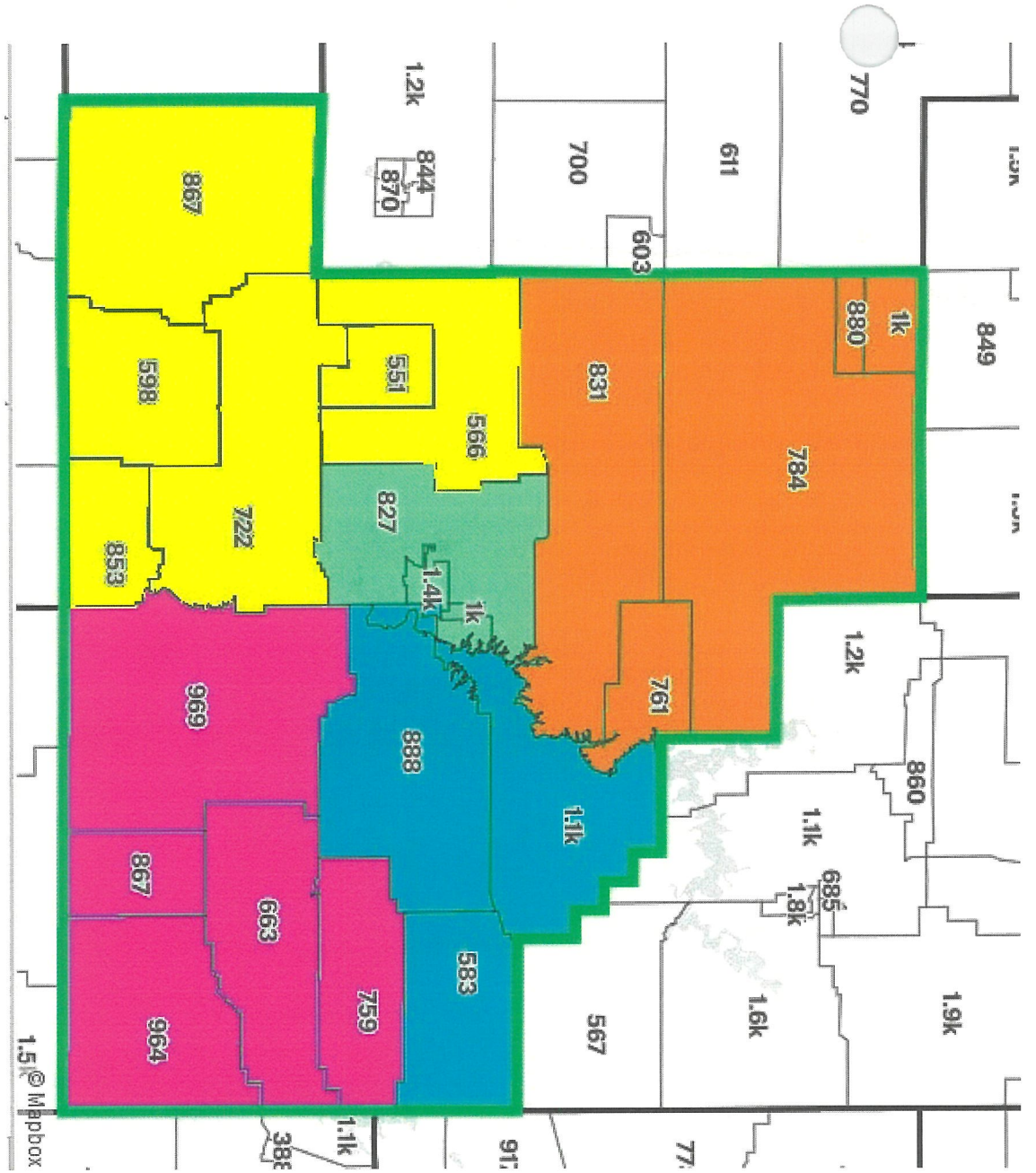
5 with the boundaries of a county bordering a county...



A1 *IL State Constitution prevents changing from multi member to single member districts without a referendum on a ballot.

	A	B	C	D	E	F	G	H	I	J	K	L	M
13													
14		BLOCK#	population	% diff between avg									
15	District 1	4282	1,019										
16		1204	880										
17		963	784										
18		965	761										
19		1206	831										
20			4,275	1.8%									
21													
22	District 2	1038	566										
23		6030	551										
24		1217	722										
25		926	867										
26		1036	598										
27		3737	853										
28			4,157	-1.0%									
29													
30	District 3	964	969										
31		4433	867										
32		1313	964										
33		6031	663										
34		4432	759										
35			4,222	0.6%									
36													
37	District 4	1037	888										
38		966	583										
39		1014	1,103										
40		1218	814										
41		5690	773										
42			4,161	-0.9%									
43													
44	District 5	2081	883										
45		4275	1,039										
46		1207	1,426										
47		4813	827										
48			4,175	-0.5%									
49													
50		Total Population:	20,990										
51		Avg District Size:	4,198										
52													





RESOLUTION 21 - 47
REAPPORTIONMENT OF SHELBY COUNTY

WHEREAS 55 ILCS 5/2-3001, et. seq., provides for the reapportionment of counties having a population of less than 3,000,000 inhabitants and with a township form of government; and

WHEREAS said statutes require the county board to determine the size of the county board to be elected; the method by which such county board members shall be elected; the method by which the Shelby County board chairman shall be elected; and the amount of compensation to be paid to members of the Shelby County Board; and

WHEREAS the Shelby County Board has determined that the county board shall consist of 22 members to be elected from 11 county board districts; with two members to be elected from each district;

BE IT RESOLVED that the Shelby County Board shall consist of 22 members, to be elected from 11 districts as set forth in Exhibit A (consisting of 4 pages and attached hereto) with two members to be elected from each district.

BE IT FURTHER RESOLVED that the Chairman of the Shelby County Board shall be elected by the members of the Shelby County Board, following the election of November, 2022 and every two years thereafter.

BE IT FURTHER RESOLVED that the members of the Shelby County Board, excluding the Chairman of the County Board, shall be paid compensation on a per diem basis as follows:


\$60.00 per day for regularly scheduled county board meetings, plus mileage
\$45.00 per day for scheduled committee meetings, plus mileage
\$45.00 per day for special county board and committee meetings, plus mileage.

BE IT FURTHER RESOLVED that the chairman of the county board shall be paid


\$70.00 per day for regularly scheduled county board meetings, plus mileage
\$45.00 per day for scheduled committee meetings, plus mileage
\$45.00 per day for special county board and committee meetings, plus mileage.

BE IT FURTHER RESOLVED that the modification in compensation for special board and committee meetings will take effect following the organizational meeting following the election of November, 2022.

Duly presented, adopted and passed this 10th day of November, 2021.



Bryon Coffman,
Chairman of the County Board



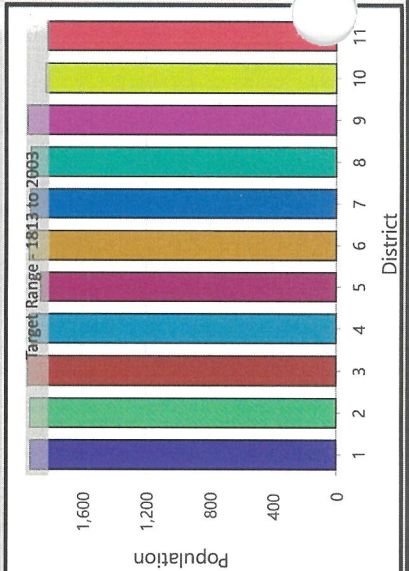
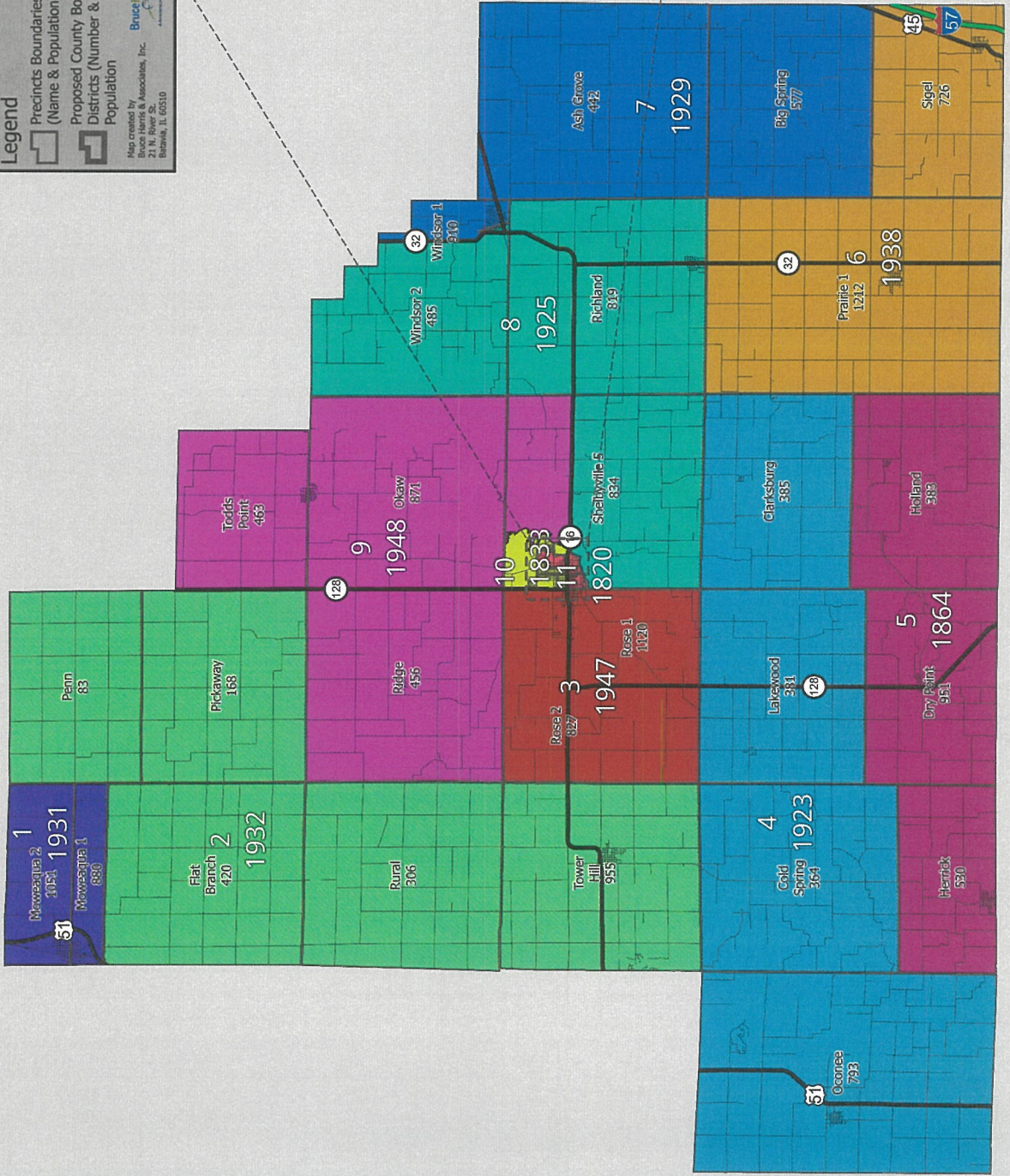
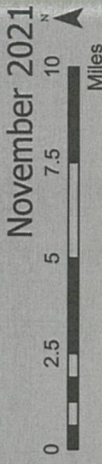
Attest: Jessica Fox, Shelby County Clerk

Proposed County Board Districts 6.7% Total Deviation Shelby County Illinois November 2021

Legend

- Precincts Boundaries (Name & Population)
- Proposed County Board Districts (Number & Population)

Map created by Associates, Inc.
21 N. River St.
Bloomington, IL 61710
Bruce Harris



SHELBY COUNTY, IL
COUNTY BOARD DISTRICT TAX LEGAL DESCRIPTIONS

COUNTY BOARD DISTRICT 1

POLITICAL TOWNSHIP OF MOWEAQUA IN ITS ENTIRETY

COUNTY BOARD DISTRICT 2

POLITICAL TOWNSHIPS OF PENN, FLAT BRANCH, PICKAWAY, RURAL & TOWER HILL IN THEIR ENTIRETY

COUNTY BOARD DISTRICT 3

POLITICAL TOWNSHIP OF ROSE IN ITS ENTIRETY

COUNTY BOARD DISTRICT 4

POLITICAL TOWNSHIPS OF OCONEE, COLD SPRING, LAKEWOOD & CLARKSBURG IN THEIR ENTIRETY

COUNTY BOARD DISTRICT 5

POLITICAL TOWNSHIPS OF HERRICK, DRY POINT & HOLLAND IN THEIR ENTIRETY

COUNTY BOARD DISTRICT 6

POLITICAL TOWNSHIPS OF PRAIRIE & SIGEL IN THEIR ENTIRETY

COUNTY BOARD DISTRICT 7

POLITICAL TOWNSHIPS OF ASH GROVE & BIG SPRING IN THEIR ENTIRETY AND THAT PART OF WINDSOR POLITICAL TOWNSHIP BEING E1/2 E1/2 SECS 14, 23 & E1/2 E1/2 SEC 26 LYG E OF RTE 32 ROW C/L & THAT PT SEC 35 LYG E RTE 32 & N OF S LN NE 12A & BEG NW COR SEC 36 S TO SW COR NWLY 2.50A TR BEING THE N LN CEMETERY E TO C/L VINE ST EXTENDED NWLY SELY ALG VINE ST C/L TO S LN SEC 36 E TO SE COR SEC 36 N TO NE COR SEC 36 TH W TO NW COR SEC 36 & POB

COUNTY BOARD DISTRICT 8

POLITICAL TOWNSHIP RICHLAND IN ITS ENTIRETY & PT POLITICAL TOWNSHIP OF WINDSOR BEING ALL SECS 4 THRU 10, 15 THRU 22, 27 THRU 34 & W1/2 & W1/2 E1/2 SEC 14 & W1/2 & W1/2 E1/2 SEC 23 & W PT SEC 26 LYG W OF STATE RTE 32 C/L & (EX NELY 12A TR) ALL SEC 35 & THAT PT SEC 36 LYG WESTLY OF C/L VINE ST EXTENDED NWLY TO SE COR NWLY 2.50A TR & PT POLITICAL TOWNSHIP SHELBYVILLE BEING ALL SECS 13 THRU 16, 19 THRU 36 & THAT PT SEC 8 LYG S OF N LN RTE 16 & E OF NWLY LN KASKASKIA RIVER & THAT PT SEC 17 LYG SELY OF NWLY LN KASKASKIA RIVER & SLY OF NLY LN RR ROW & PT SEC 18 BEG INSEC S LN S 10TH ST & W LN SEC E 148.11' S 156.53' W 147.5' TH N 156.36' TO POB & PT SEC 18 BEG PT 75.21' S OF NW COR SW1/4 E 1213' N TO N LN ALLEY BLK 12 RIVERVIEW ADD E TO A PT 50' E OF SE COR LT 5 BLK 11 SAID SUB N TO S LN S 10TH ST E TO C/L WOOD EXT S N TO C/L S 9TH ST NELY ALG C/L TO S LN RR ROW ELY TO E LN WASHINGTON ST EXT S N TO N LN RR ROW ELY ALG RR ROW TO E LN SEC S TO SE COR SEC W TO SW COR SEC TH N TO POB

COUNTY BOARD DISTRICT 9

POLITICAL TOWNSHIPS OF TODDS POINT, RIDGE & OKAW IN THEIR ENTIRETY & PT POLITICAL TOWNSHIP SHELBYVILLE ALL SECS 1 THRU 4, 9 THRU 12 & SEC 5 LYG E OF NWLY LNS OF LAKE SHELBYVILLE & THAT PT SEC 8 LYG ELY OF NWLY LNS OF LAKE SHELBYVILLE & N OF N LN RTE 16 & SELY OF C/L UNNAMED RD EXT NELY FROM RTE 16 TO GENERAL DACEY TRL

COUNTY BOARD DISTRICT 10

NWLY PT POLITICAL TOWNSHIP OF SHELBYVILLE BEING PT SEC 5 LYG NWLY OF NWLY LN OF SHELBYVILLE LAKE, ALL OF SEC 6 & BEG NW COR SEC 7 E TO W LN RR ROW SELY TO C/L N 9TH ST W TO C/L WALNUT ST S TO C/L MAIN ST RTE 16 W TO W LN SEC TH N TO POB & BEG INSEC E LN SEC 7 & C/L N 1ST ST W TO C/L WASHINGTON ST SLY ALG C/L TO C/L MAIN ST E TO E LN SEC TH N TO POB & BEG INSEC W LN SEC 8 & C/L MAIN ST RTE 16 SELY ALG C/L TO UNNAMED RD NELY ALG C/L TO ITS INSEC WITH GENERAL DACEY TRL SELY TO NWLY LN LAKE SHELBYVILLE NLY ALG WLY LN LAKE SHELBYVILLE TO N LN SEC WLY APPROX 800' SLY APPROX 1064' ELY APPROX 678' SLY TO C/L UNAMED RD (POSSIBLY 1370 EAST RD LYG SWLY TO GENERAL DACEY TRL) NLY ALG C/L TO C/L N 9TH ST WLY APPROX 178' SELY APPROX 165' SLY TO C/L 1350 N ROW WLY APPROX 697' S APPROX 1812' W TO W LN SEC TH S TO POB

COUNTY BOARD DISTRICT 11

PT POLITICAL TOWNSHIP SHELBYVILLE BEG NW COR SEC 8 E APPROX 1259' S APPROX 1064' E APPROX 678' SLY TO C/L UNAMED RD (POSSIBLY 1370 EAST RD LYG SWLY TO GENERAL DACEY TRL) NLY ALG C/L TO C/L N 9TH ST WLY APPROX 178' SELY APPROX 165' SLY TO C/L 1350 N ROW WLY APPROX 697' S APPROX 1812' W TO W LN SEC S TO C/L MAIN ST RTE 16 SELY ALG C/L TO WLY LN KASKASKIA RIVER SLY ALG NWLY LN KASKASKIA RIVER TO N LN RR ROW NWLY ALG N LN RR ROW TO E LN WASHINGTON ST EXT S, S TO S LN RR ROW WLY TO C/L S 9TH ST SWLY & WLY ALG C/L TO C/L WOOD ST S TO S LN S 10TH ST WLY TO A PT 50' E OF NE COR LT 5 BLK 11 RIVERVIEW ADD S TO N LN ALLEY EXT E W ALG N LN ALLEY SAID SUB TO SW COR LT 1 BLK 12 SAID SUB S APPROX 273' W 1213' N 264.96' E 147.5' N 156.53' W 148.11' N TO C/L MAIN ST RTE 16 E TO C/L NORTH WALNUT ST N ALG C/L TO C/L N 9TH ST E ALG C/L TO W LN RR ROW NWLY ALG RR ROW TO N LN SEC 7 TH E TO NE COR SEC 7 & POB PT SECS 7, 8, 17 & 18



8/18/2021

SHELBY COUNTY SHERIFF
151 N. MORGAN ST.
SHELBYVILLE, 62565-1674

Attn: Shelby County Sheriff and
Board Chairman

Re: Shelby County Courthouse Doors

The safety, performance and reliability of your vertical transportation equipment are important to us. We understand the value of the equipment to your building and know that the following areas are important to you:

- Passenger and employee safety
- Code compliance
- Performance and reliability
- Accessibility
- Aesthetics
- Eco-efficiency



Upon your approval, please sign and return the following proposal to our local Branch Office for processing.

Should you have any questions regarding this agreement, or if we can be of any further assistance, please contact me at (217) 377-8478.

Sincerely,

Sharon Warren
Sr. Sales Consultant
KONE Inc.

10/27/2021

SHELBY COUNTY SHERIFF
151 N. MORGAN ST.
SHELBYVILLE, 62565-1674

ATTN: Sherrif McQueen

Re: Shelby County Courthouse Doors

KONE Inc.
704 W. Killarney St.
Urbana, IL 61801
Tel (217) 377-8478
Fax (217) 384-8849
www.kone.com
sharon.warren@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on the Shelby County Courthouse Doors located at Shelby County Courthouse 301 E. Main St., Shelbyville, IL 62565.

The KONE Complete Replacement package will be provided and installed. Package includes complete replacement of the existing car and hoistway door operation equipment.

KONE will install an exclusive upgrade kit to convert existing door operators to a closed loop operation.

KONE Spares stocks an exclusive upgrade kit to convert existing MAC Door Operators to closed loop operation. This product can be applied to Type M, PMSSC and HPMSSC MAC operators to provide performance enhancements.

This kit is recommended for use in the following applications:

- Heavy doors at lobby or other floors causes an operator to perform slowly
- Debris in door sills regularly causes an operator to stall out and not make-up interlocks
- Shaft wind causes problems with doors making-up
- Consistent, repeatable door operation is required in varying environmental conditions on site

The kit includes all the MAC 105 Door Board features:

- True dual closed loop operation - torque loop control and velocity loop control
- Microprocessor assisted set up and diagnostics
- Door learn mode assures accurate adjustments for doors at all landings
- Digital control parameters assure no drift in adjustments
- On-board encoder provides accurate positioning control

Door movement will be cushioned at both limits of travel. An electro-mechanical interlock will be provided at each hoistway entrance to prevent the operation of the elevator unless all doors are closed and locked. An

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

electric contact will be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed.

Door hangers and tracks will be provided for each car and hoistway door. Tracks will be contoured to match the hanger sheaves. The hangers will be designed for power operation with provisions for vertical and lateral adjustment.

Car equipment included: Operator, clutch with integrated door lock, door top adapter bars (if required) and tracks and hanger roller assembly.

New car door included: Stainless steel car door

Hoistway equipment included: Track, hanger roller assembly, door top adapter assembly (if required), emergency opening device, pick-up roller assembly, interlock and reel closing device (if required).

Benefits:

- Improves reliability of the door system and reduces operating noise
- Decrease service interruption and increases availability, which may reduce operating expenses not covered under your maintenance agreement
- Reduces noise improving tenant satisfaction
- Improves passenger and tenant perception of the equipment and building overall
- Rugged mechanical design prolongs equipment life
- Increases safety and reduces claims risk

Price

Our total price to perform the above-mentioned work amounts to: \$59,339.00 including your Omnia Partners Discount.

Original price	\$65,932.00
Omnia Partners Discount 10%	-\$6,593.00
= Discounted total	\$59,339.00

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.



The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Down Payment

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered and work shall not commence until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of SHELBY COUNTY SHERIFF

Respectfully submitted by,
KONE Inc.

(Signature)

Sharon Warren, Sr. Sales Consultant

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____



KONE Care™

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL



TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

(55 ILCS 5/6-31005) (from Ch. 34, par. 6-31005)

Sec. 6-31005. Funds managed by county officials. In addition to any other audit required by this Division, the County Board shall cause an audit to be made of all funds and accounts under the management or control of a county official as soon as possible after such official leaves office for any reason. The audit shall be filed with the county board not later than 180 days after the official leaves office. The audit shall be performed and the audit report shall be prepared and filed with the Chairman of the County Board by an auditor.

As used in this Section, "county official" means any elected county officer or any officer appointed by the county board who is charged with the management or control of any county funds; and "audit" means a post facto examination of books, documents, records, and other evidence relating to the obligation, receipt, expenditure or use of public funds of the county, including governmental operations relating to such obligations, receipt, expenditure or use.

(Source: P.A. 101-419, eff. 1-1-20.)

MFT-OM
2022

November
Board meeting

TO: THE SHELBY COUNTY BOARD

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

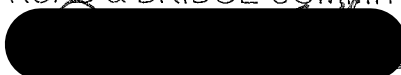
RESOLUTION X


PETITION

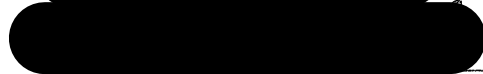
AGREEMENT


DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE











Resolution for Maintenance Under the Illinois Highway Code



Resolution Number 2021-48	Resolution Type Original	Section Number 22-00000-00-gm
-------------------------------------	-----------------------------	----------------------------------

BE IT RESOLVED, by the Board of the County of Shelby County Illinois that there is hereby appropriated the sum of eight hundred fifty thousand Dollars (\$850,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/22 to 12/31/22 Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Shelby County shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I Jessica Fox County Clerk in and for said County of Shelby County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Shelby County at a meeting held on 11/10/2021 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of Nov, 2021 Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date
11/22/21



Estimate of Maintenance Costs

Submission Type Original

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Shelby County	Shelby	22-00000-00-GM	01/01/22	12/31/22

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Seal Coat Oil & Aggregate	III	Yes	SC-70; SC-250; SC-800; SC-3000 (F&A)	GAL	18,000	\$3.50	\$63,000.00	\$63,000.00
			HFP (F&A)	GAL				
			HFE-150 (F&A)	GAL	30,000	\$2.40	\$72,000.00	\$72,000.00
			HFE-300 (F&A)	GAL	36,000	\$2.45	\$88,200.00	\$88,200.00
			GR. 1 - CA14; CA15; CA16 GRAVEL - FOB QUARRY - 1300N/1600E HWY. DEPARTMENT	TON	300	\$11.00	\$3,300.00	\$3,300.00
			GR. 2 - CA15 GRAVEL OR CR. STONE - FOB QUARRY - 3050E/1200N ANGUS LINKS	TON	600	\$11.00	\$6,600.00	\$6,600.00
			GR. 3 - CA14; CA15; CA16 CR. STONE - FOB QUARRY - 3050E/150N SIGEL ROAD	TON	600	\$12.75	\$7,650.00	\$7,650.00
			GR. 4 - * CA14 CR. STONE - FOB QUARRY - 1300N/1600E HWY. DEPARTMENT	TON	1,500	\$15.50	\$23,250.00	\$23,250.00
			GR. 6 - CA14; CA15; CR. STONE - FOB QUARRY - 1980E/360N FANCHER	TON	600	\$15.50	\$9,300.00	\$9,300.00
			GR. 7 - * CA14; CA15 CR. STONE FOB QUARRY 500N/200E OCONEE	TON	300	\$15.50	\$4,650.00	\$4,650.00
			GR. 8 - *CA14; CA15; CR. STONE - STOCKPILED AT 2300N/1000E HARTMANN'S CORNER	TON	600	\$22.00	\$13,200.00	\$13,200.00
			GR. 9 - *CA14; CA15 CR. STONE 1700N/1550E BOYS CORNER	TON	300	\$15.50	\$4,650.00	\$4,650.00
Bituminous Patch Mix	IIA	Yes	M19-02A - FOB PLANT	TON	400	\$71.00	\$28,400.00	\$28,400.00
Base Repair	III	Yes	GR. 5 - CA10 CR. STONE - FOB QUARRY - 1300N/1600E HWY. DEPARTMENT	TON	500	\$8.50	\$4,250.00	\$4,250.00
			GR. 10 - AGG. SURF. BASE TY B, CA-06 - FOB QUARRY - 350E/200N OCONEE	TON	200	\$8.50	\$1,700.00	\$1,700.00
			GR. 11 - AGG. SURF. BASE TY B, CA-06 - FOB QUARRY - 1980E/360N FANCHER	TON	250	\$8.50	\$2,125.00	\$2,125.00
Snow Removal	IIA	No	DEICING SALT	TON	100	\$102.00	\$10,200.00	\$10,200.00

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period Beginning	Ending
Shelby County	Shelby	22-00000-00-GM	01/01/22	12/31/22

Item	IIA	No	Description	LSUM	1	Amount	Subtotal	Total
Pavement Striping	IIA	No	STRIPING ROADS not bid	LSUM	1	\$14,000.00	\$14,000.00	\$14,000.00
Total Operation Cost								\$356,475.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment	\$350,000.00			\$350,000.00
Materials/Contracts(Non Bid Items)	\$14,000.00			\$14,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$342,475.00			\$342,475.00
Formal Contract (Bid Items)				
Maintenance Total	\$706,475.00			\$706,475.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$706,475.00			\$706,475.00

Remarks

* CLASS C ROCK OR BETTER

SUBMITTED

Local Public Agency Official Date

Title

County Engineer/Superintendent of Highways Date

10/18/21

APPROVED

Regional Engineer
Department of Transportation Date

C.E.F.S. Economic Opportunity Corporation

"Community Action Agency"



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


KEVIN BUSHUR
Chief Executive Officer

September 9, 2021

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

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

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


John Gillmore
Program Manager

Enclosures

EQUAL OPPORTUNITY EMPLOYER

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

Days of Service for Shelby County Transportation are 6:00 A.M. to 6:00 P.M.													
	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total
Monitoring Indexes	22												22
Number of Days of Service	471												471
Number of Trips	9												9
Revenue Vehicle Hours	337												337
Revenue Vehicle Miles	5,678												5,678
DOAP Revenues													\$0
5311 Revenues													\$0
Contract Revenues													\$306
Fares													\$595
System Expenses													\$13,730
Net Revenues													-\$12,829
Ridership	30												30
Trip Denials	2												2
Trip Denied but Provided	0												0
Cost per Trip	\$29.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.15
Cost per Hour	\$40.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.74
Cost per Mile	\$2.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.42
Maintenance of Vehicles	4												4
New Service Contracts	0												0
Over Time Hours	15												15
Complaints	0												0
Vehicle Accidents	0												0
Mobility Index Outcomes/Efforts	0.021	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.021
Annualized Mobility Index	0.253	0.126	0.084	0.063	0.051	0.042	0.036	0.032	0.028	0.025	0.023	0.021	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Shelby County	22,363												

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Daily Management Statistics Report

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

07/01/2021 - 07/31/2021

Shelby

Days of Service:	22
Invoice Revenue:	\$444.96
Fares Collected:	\$237.00
Total Revenue:	\$681.96
ServiceMiles:	5678
Non-Service/Admin Miles:	1,896
Service Hours:	336.55001
NonService Hours:	9.0
Total Billable Riders:	471
Average Revenue Per Ride:	\$1.45
Average Miles Per Ride:	12.1
Average Hours Per Ride:	0.7145
Average Rides Per Day:	21.4
Average Service Miles Per Day:	258.1
Average Service Hours Per Day:	15.3
Average Revenue Per Day:	\$31.00
Total Passenger Trips	471
NonBillable No Shows:	20
Rider Cancels:	99
Subscription Rides:	353
Demand Rides:	118
Immediate Rides:	18
In Area Rides:	471
Out of Area Rides:	0
In County Rides:	468
Out of County Rides:	3
Unduplicated Riders:	46
Denied Rides:	2
Ambulatory Rides:	410
Non Ambulatory Rides:	61
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	7.9
Trainee Hours:	7.9
Fuel Cost:	\$2,072.53
Gallons Fuel:	744.3
Fuel Cost Per Gallon	\$2.78

Purching

11-9-2021

9:30

Lynn Williams

Don Tate

Gary Gergen

Kenny Bern

Don Tate motion to pay bills as president
and Kenny Bern
Pass

Gary Gergen motion to adjourn

and Don Tate

Pass

FILED

NOV 09 2021

Jessie Cox

SHELBY COUNTY CLERK

Health Dept

11-9-2021

Lynn Williams

9 AM

Jessie Durbin

Kenny Bora

Rod Hite

Jessie Durbinⁿ motion to pay bills as proceed

2

Pass Rod Hite

Kenny Bora motion to Adjourn

2nd ~~Pass~~ Lynn Williams

Pass

FILED

NOV 09 2021

Jessie Dora

SHELBY COUNTY CLERK

Shelby County Law Enforcement Committee Meeting at Detention Center
Meeting Agenda and Minutes for November 4,2021

Meeting was called to order at 9:06

Present was Undersheriff McReynolds,Sargent Woods, Committee members Jeff Slifer,Derek Pearcy,Gary Patterson

1. Approval of Minutes of October Meeting-Jeff moved and Derek 2nd. All in favor
2. Old Business—New Fuel tank at the Highway Garage is now programed and 1st used 11-2-21. It did have a software problem which is now working. Jeff will be training Deputies on the usage. Other departments will be able to use now. The billing policy and procedure was discussed.
3. New Deputy discussion- Undersheriff McReynolds said we currently have 9 Deputies.7-Are Full time and certified Deputies,1 is Assigned to Courtroom Security but will be going to Patrol because of Deputy shortage.1 is part-time and will Graduate from the part-time academy on Feb 5th. He is working part-time currently. 1 has been hired full time and awaiting training to become certified. Both are working with others till they are fully Certified and can patrol by themselves. 3 current full time Deputies have applications out and are in the hiring process elsewhere. The Courtroom Deputy has been moved to patrol and has informed the Sheriff that he will retire if this continues for over 3 months. If anyone of these Deputies leaves, the Sheriff will not have the ability to keep 2 Deputies on every shift and more overtime will be needed. We discussed prospects of new hires. They have talked to candidates to be lateral hires,new hires,and part time Deputies. New FOP contract to be approved and Merit Commission changes will allow employees from an expanded area. We also discussed new options to help with hiring. Lateral hiring,Residency changes,Stand by Policy,cost of Dependant Insurance coverage. We also presently have openings in Corrections.
4. Squad car discussion- The new and used units recently purchased are about ready for Patrol.After units are put into service there will be a unit to sell as surplus.
5. K-9 Status- Our K-9 officer has moved to another Department. We discussed possible options for our K-9. The officer is currently caring for the dog till we decide how to proceed.
- 6.Firearms bids/trade—Some firearms need updated. Will take bids on new and trade ins.
7. Jail report-We currently have 33 in detention.4-are waiting transfer to DOC and 4 went last week. 1-Positive Covid who will be transferred after quartantine.
8. States Attorney report—She was unable to attend

9. New Business- Questions were asked about the accounts at the Sheriff Dept. They have 4 in-house accounts. Tina showed us the 4 accounts and explained what they are used for. The Committee will start receiving a copy of the monthly statements

10. Public comments—None

11. Review expenditures—This was done

Motion to adjourn at 11:55 by Jeff, all in favor

Minutes Submitted by Gary Patterson

Fees & Salaries
Nov 8, 2021

Lynn Williams, Barb Bennett

Claims were reviewed for approval by
board.

FILED
NOV 08 2021

Jessie Fox
SHELBY COUNTY CLERK

Insurance

Nov. 4, 2021

[REDACTED]

FILED
NOV 04 2021

Jenna Cox
SHELBY COUNTY CLERK

SOA

Committee Members - Bryan Coffman,
Barbara Bennett

Meeting Called to order @ 9:30 A.M.

Renewal - Jan 1, 2022

New ID cards after 1st of year

Randy & Travis - going to check on
work up for family insurance.

Checking on BEBS & Associate Health

Renewal Rates on Fipex Cost
Looking in price to bring to Nov. ~~2021~~
Bd. Meeting will bring changes
to Dec. Meeting.

Meeting adjourned at 10:50.

ANIMAL CONTROL ~~CONFERENCE~~ OCT 27 2021

- 1 MEETING OPENED 9:00 A.M.
- 2 THOSE PRESENT BRAD, ROBERT, GARY, DOC SPESARD, JEFF.
- 3 DISCUSSED AMERICAN RESCUE PLAN FUNDS.
- 4 REVIEWED AND APPROVED BILLS, ROBERT MOTION, GARY 2ND, PASSED
- 5 BRAD ASKED ABOUT FUEL TANK STATUS
- 6 DISCUSSED ORDINANCE FOR SHELBY COUNTY ANIMAL CONTROL
- 7 MEETING ADJOURNED 10:10 JEFF, GARY MOTION PASSED

JS
RS
JP
GRS

APPROVED Animal Control Committee

FILED
OCT 27 2021

Jessie Dyer

SHELBY COUNTY CLERK

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Shelby County Zoning Committee will meet on October 27, 2021, at 10:00 a.m. The meeting will be held in the Zoning Office of Shelby County at 315 1/2 E Main St. Shelbyville, IL 62565.

On the agenda:

- Discuss Zoning Requirements for Short Term Rentals (VRBO, Airbnb, etc.) within the County.
- Discuss easement length for landlocked property.
- Discuss having Zoning Committee meetings monthly.
- Discuss Old Business
- Discuss New Business

Interested parties desiring to express their opinion either orally or in writing will be given the opportunity to be heard.

William Schmitz, Zoning Administrator
315 ½ E Main St.
Shelbyville, Il, 62565

FILED
OCT 25 2021
Jessie Cox
SHELBY COUNTY CLERK

Road and Bridge Committee Minutes

Thursday, October 28, 2021

The Road and Bridge Committee met on Thursday, October 28, 2021 at 2:00 p.m.; Shelby County Highway Department; 1590 State Highway 16; Shelbyville to interview for County Highway Engineer position.

Those present included: Alan Spesard, County Engineer; Bryon Coffman, Road and Bridge Chairman; Larry Lenz; Robert Simpson and Jesse Durbin.

There was no public body comment.

At 2:15 p.m., Robert Simpson made motion to go into closed session pursuant to the following items recited:

- a. Section (c) (1) of the open meeting act: “the employment...of specific employees.”
- b. Section (c) (3) of the open meetings act: “the selection of a person to fill a public office...”

Larry Lenz seconded the motion. Motion passed unanimously.

Bryon Coffman made motion to go out of closed session and Robert Simpson seconded. Motion passed unanimously at 3:20 p.m.

No further action was taken at this time.

Larry Lenz made motion to adjourn the meeting and Robert Simpson seconded. Motion passed unanimously. Meeting adjourned at 3:22 p.m.

Respectfully submitted,
Jesse E. Durbin
Road and Bridge Committee member

Shelby County Clerk - Jessica Fox

From: state1947@hotmail.com on behalf of Sharon Tate <state1947@hotmail.com>
Sent: Friday, October 29, 2021 11:42 AM
To: shcoclerk@shelbycounty-il.com
Subject: Public Building Minutes

Meeting was called to order at 9:08 AM on October 29th. Present were Don Tate, Gary Gergeni, Jeff Slifer, Kenny Barr, Sheriff McQueen, Undersheriff McReynolds, Debbie Dunaway, Tim Culbertson, Sharon Warren and Brandon Beaver.

Slifer moved and Gergeni seconded to recommend to the board to sign a contract with Kone/Omnia Partners to replace the courthouse elevator car doors and door operating system at a cost of \$59,339.00 with half due at signing. Omnia Partners is a State bid provider. Motion Carried

Slifer moved and Gergeni seconded to recommend to the board to change the scope of the Courthouse Window Repair Grant from window replacement to historic window repair and authorize the Public Building Committee to contact firms that do historic window repair to start the process of getting the windows upgraded. Motion Carried

Discussion held about the replacement of the carpet in Courtroom A. Since the price from Select Interiors of Shelbyville is less than the dollars required to bid the job and they have the lowest bid anyway the committee is proceeding with having them complete the replacement. A down payment for the cost of the materials is required before starting the project.

Barr moved and Slifer seconded to adjourn at 10:15 AM. Motion Carried

Submitted by Don Tate Chairman
Sent from my iPad

Shelby County Clerk - Jessica Fox

From: rdhite@frontiernet.net
Sent: Saturday, October 30, 2021 8:34 AM
To: Shelby County Clerk - Jessica Fox
Subject: EMA Meeting

Thursday October 28th at the Shelby Co. Sheriff's Office the meeting was called to order by Chairman Paul Canaday at 2:06 pm. Those present were members Denny Drnjevic & Rod Hite. Also attending were States Attorney Nichole Kronke, EMA coordinator Troy Agney & Undersheriff Brian McReynolds.

Troy talked about mail issues, some are dropped off at Court House & others at his office.

Troy is learning the correct ways of submitting bills to be paid.

There are no tours at this time at the National Weather SAer4vice in Lincoln due to COVID.

October 24th Troy attended at Radar spotter class.

Troy talked of purchasing a Gas Detector for his department.

We talked about the agenda for our next meeting.

Troy will be holding an anhydrous class in February for area farmers.

Troy would also like to do some extrication classes in the future, one of them being for buses.

A motion was made to adjourn by Rod Hite at 2:50pm & 2nd by Denny Drnjevic.

Law Enforcement Committee Meeting Agenda

November 4, 2021 at 9:00 a.m.

Shelby Co. Sheriff's Office

1. Approval of Minutes of October Meeting
2. Old Business
3. New Deputies Discussion
4. Squad Car Discussion
5. K-9 Status
6. Firearms bids/trade
7. Jail Report
8. State's Attorney's Report
9. New Business
10. Public Comments
11. Review Expenditures

Farm Committee Minutes Friday, October 15, 2021

Farm Committee held a meeting on Friday, October 15, 2021 starting 9:02 a.m. in Court Room B in the Shelby County Courthouse, Shelbyville, Illinois. Committee Members present were: Jesse Durbin, Bryon Coffman, Jeff Slifer, Mark Bennett and Bobby Orman. Public Body present Gary Patterson.

Items discussed were as follows:

1. Public Body

Gary Patterson emphasized he just wants to see it farmed and taken care of.

2. Much discussion on if we do tillage; spray only or a combination of both.

3. We examined U of I and Iowa State custom machinery rates.

4. We agreed to get someone to do some tillage if weather permits and took the average of \$18.50/acre.

5. Jeff mentioned getting someone that's familiar with that farm to do the tillage this fall, so we could get in "shape" for next spring. Will make decision later this winter for next year. Jim Hampton was mentioned because of time restraints.

6. Bryon made motion to call Jim Hampton, Bobby seconded the motion. Motion passed unanimously. Jeff made the call to Jim Hampton and he agreed depending on his fall schedule.

7. We are to have fall chemical program bids presented at next committee meeting.

Bobby Orman-Equity

Mark Bennett-United Prairie (Millers)

Jeff Slifer-F.S.

Jesse Durbin-Nutrien

8. Planned Committee Meeting 8:00 a.m. Tuesday, October 19, 2021

Motion by Bobby to adjourn meeting. Seconded by Jeff Slifer. Meeting adjourned 10:41 a.m. Passed unanimously.

Respectfully submitted, Jesse Durbin Farm Committee Chairman

Notice of Farm Committee Meeting

There will be a meeting of the Farm Committee on Tuesday, October 19th 2021, at 8:00 AM. The meeting will be held in Courtroom B of the Shelby County Courthouse.

1. Approval of last meeting minutes
2. Public Body Comment
3. Vote on Recommendation of fall maintenance program
 - A. Vertical tillage
 - B. Chemical program bids from local farm suppliers
4. Adjournment

Farm Committee Meeting Minutes Tuesday, October 19, 2021

The Shelby County Farm Committee met on Tuesday, October 19th at 8:04 a.m. in Courtroom B in the Shelby County Courthouse. Members present were Jesse Durbin; Byron Coffman; Jeff Slifer; Mark Bennett and Bobby Orman. Also present, Debbie Dunaway.

Approval of minutes of October 15th meeting were read. A motion was made by Byron Coffman to approve the minutes; seconded by Jeff Slifer. Passed unanimously.

Public body comment by Debbie Dunaway said no decision yet on tax exempt status.

12 bids for fall spraying were examined from local agribusinesses and it was decided by the committee to recommend Equity's bid of \$31.24/acre which would be a total of \$6,135.00 . Byron Coffman made motion and Jeff Slifer seconded. Passed unanimously.

Question of insurance for the County Farm-is it covered under the County policy- Byron Coffman said he would look into that.

FSA office needs update on person of contact. That too, will be looked into.

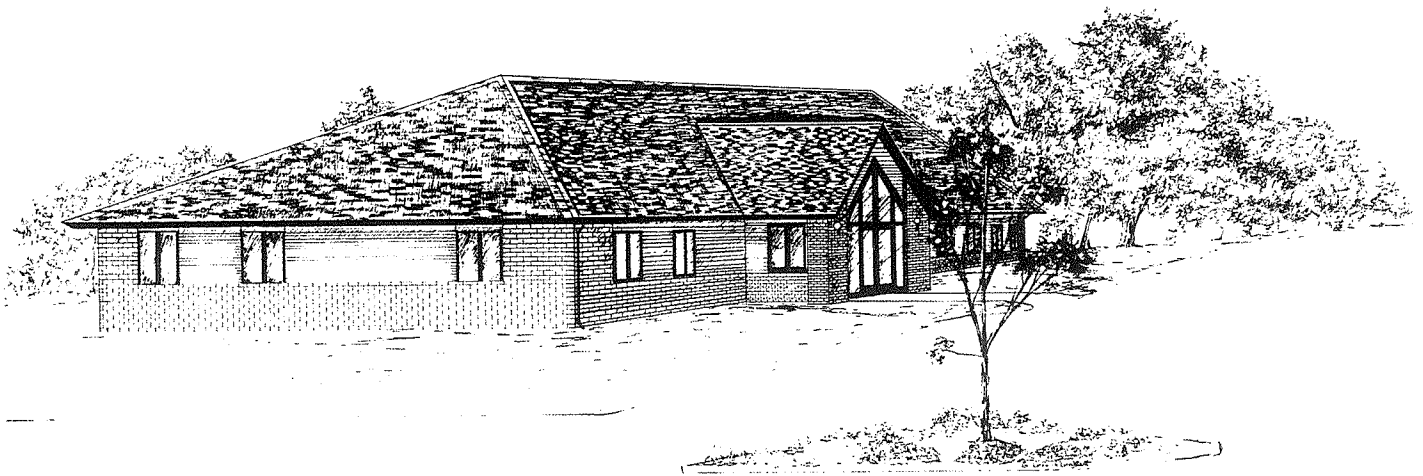
Motion to adjourn the meeting was made by Byron Coffman and seconded by Jeff Slifer. Passed unanimously. Meeting adjourned at 8:45 a.m.

Respectfully submitted,

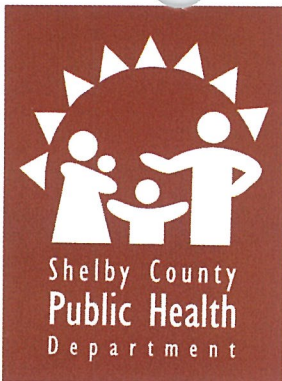
Jesse Durbin, Chairman

SHELBY COUNTY HEALTH DEPARTMENT

**Annual Report
2019**



**1700 W. S. Third Street • Shelbyville, Illinois 62565
Telephone: 217/774-9555**



Annual Report

September 1, 2018 - August 31, 2019

Shelby County Board Of Health

Greg Miller, President

Rick Brown, D.M.D., Vice President

Mary Naber, Secretary,

Rosie Schuck

Rick Travis

Barbara Bennett

Urbano Dauz, M.D.

John Brix, D.V.M.

Doris Bowers, M.D.

Administrative Staff

Stephen L. Melega, M.A.,HSA, Administrator

Sue Berryman, R.N.,

Director of Nursing and Health Services

Jeffrey A. Houska, L.E.H.P.

Director of Environmental Health Services

Jennifer Beeson, R.N., Supervising Nurse

Dian Camic, Fiscal Services Manager

Melanie Clark, Bookkeeper

Ashton Ballinger, Secretary

Environmental Health Staff

Christina Hewing, B.S.

Nursing and Health Service's Staff

Jeri Ann Danneberger, B.S.N.,

MCH/FCM Coordinator

Hillary Buchanan, B.S.N.,

Communicable Disease Coordinator

Megan Warner, B.S.N., CD / Public Health Nurse

Kelsey Randolph R.N., WIC / Public Health Nurse

Misti Beck, R.N., Public Health Nurse

Division of Nursing And Health Services

Immunization Clinics: Adult Immunizations excl. Influenza 289, 1122 vaccinations, Children Immunizations 2,307, Influenza Immunizations 791, Pneumonia Immunizations 42, Children: Influenza 225.

TB Clinics

213 tests performed.

Public Health Nursing Contacts: Communicable Disease 0, inspections for head lice infestations 37.

Adult Wellness Clinic: (blood pressure, 109 patients, cholesterol, lipids, hemoglobin) 97 patients, Diabetes screenings (glucose) 55. Total Patients served: 206, Cholesterol Screenings 36, Hemoglobin 6.

DNA Testing: 0 patients

School Health Nursing Visits to Schools 22, Physical Exams 123, 5 clinics held.

Vision and Hearing Services (PRESCHOOL & SCHOOL)

Vision: Total number screened 261, Referrals 18, Doctor reports returned 4, Glasses or treatment indicated 9, Problem Verified 5 - no treatment 4.

Hearing: Total number screened 280, Number rescreened 36, Thresholds 5. Medical Referrals 5. **Adult Services:** Vision 0, Hearing 0, Audiogram 40.

71st Annual Report

The mission of the Shelby County Public Health Department is to improve and safeguard the public's health through intervention, preventative actions and community collaboration. To promote healthy families living in healthy environments for the betterment of all citizens of Shelby County.

E-mail us at shelbyhealth@consolidated.net or visit us on the web at www.shelbyhealth.net

Nursing and Health Services

Health Education and Promotion

Shelby County's Tobacco Control Program

Illinois Tobacco Free Communities

The health department is a recipient of a Tobacco Control grant. In 2017, 16.74 percent of all pregnant mothers in Shelby County continued to smoke during pregnancy. Shelby County continues to have mothers who smoke during their pregnancy term.

Below pictured: To promote breastfeeding of pregnant mothers (left) a Lactation Room was established. Kim the department's breastfeed peer counselor meets with new mothers to help with their breastfeeding efforts. (Right) WIC education promotes nutrition and well baby care.

PRESENTATIONS:

Health Fairs	1 shows	100 contacts
Health Ed	2 programs	26 students
Smokers Quitline Outreach		1 contacts



Family Case Management, health planning and counseling for high risk infants and children.

Participants 161, Pregnancy Testing 12,

Medical Presumptive Eligibility (MPE) Temporary Medical Card issued for up to 45 days. MPE Cards 0, Maternal Home Visits 15, Infant & Children Home visits 59, Newborn letters 74.

FAMILY CASE MANAGEMENT

The Family Case Management Program serves pregnant women and/or families with infants up to age one and high risk children up to age two who are on Medicaid or have low incomes. The program's purpose is to insure that pregnant women, infants and high risk children receive necessary health care services to prevent unhealthy

births and avoidable high health care cost. Registered nurses assess the client's needs and make referrals as necessary. Nurses make home visits to assess environmental conditions at the prenatal stage, newborn stage and at one year of age. The program is a coordinated effort of the public health nurses and WIC nurses.

Women, Infants and Children (WIC)

WIC Average Monthly Caseload 343

Total Certification Contacts 570 : Women (PG/BF, Postpartum) 171, Infants 140, Children 259

Total Clients Attending Individual Sessions: 351

Prevalence of Risk Among Clients: High Weight to Height 11.37%,

Teen Pregnancies (<18 years) 0.79%, Low hemoglobin 12.6%

The supplemental food program offers only specific foods rich in iron, calcium and vitamins A and C. The objective is to prevent health problems associated with inadequate dietary intake among women, infants and children. WIC vouchers list the amounts of infant formula, milk, eggs, cheese, fruit juice, cereal, legumes, or peanut butter a client receives monthly. No money exchanges hands between client and vendor. WIC is not welfare. All working families are

eligible if they fall within certain income guidelines. An evening clinic is available for working families every month. The WIC Program provides health assessment, nutrition education and health care referrals to each client. WIC serves pregnant, breastfeeding, postpartum women, infants and children up to five years of age to help prevent health and nutritional problems during the most critical time of growth and development.

GET COVERED ILLINOIS (Medicaid Applications 0)

Health department staff were trained to be able to provide help to consumers, small businesses, and their employees as they look for health insurance options through the Marketplace, including

helping them complete eligibility and enrollment forms both to mail in and complete on-line. In-Person Professionals might also be called Navigator or Certified Application Counselors.

Childhood Lead Poisoning Prevention Program

In cooperation with the Illinois Department of Public Health. Lead screening is performed on infants and children age 6 months to 6 years of age. A state wide program called Healthy Housing and Lead Poisoning Surveillance System on all children whose blood lead level is 5ug/dl micrograms per deciliter) or greater.

children growing up in their home is safe from hazardous lead environments .

CHILDREN SCREENED 150
NEWBORN CONTACTS 72

Public Health Nurses work together with the state's Environmental Health staff in this program to ensure that

Reported Communicable Disease - Shelby County

AIDS (Accumulative 4 HIV, 5 AIDS)	9
Chlamydia	28
Campylobacter	7
Cryptosporidiosis	2
Cyclosporiasis	1
E.Coli (0157:H7, 1) (Other, 1) (STEC, 1).....	3
Gonorrhea	13
Hepatitis Type B	1
Hepatitis Type C	7
Histoplasmosis	2
Influenza A (ICU Admission).....	1
Legionellosis	1
Salmonellosis	3
Streptococcal (Invasive Group A, 1).....	1
Syphilis	2
Total	81

Shelby County Vital Statistics

Reported Animal Bites - Shelby County

Dog	8
Cat	3
Total	11

Source - Illinois Dept. of Public Health Vital Records 1/19 - 12/19

DEATH (all Causes) 264

Leading Causes of Death

Diseases of the heart	59
Malignant Neoplasma	69
Chronic Respiratory Diseases (excl. Influenza & Pneumonia)	8
Cerebrovascular Vascular Diseases (Stroke)	12
Accidents	21
Alzheimers	8
Diabetes Mellitus	7
Influenza and Pneumonia	10
Nephritis, Nephrotic Syndrome & Nephrosis (kidney).....	5
Septicemia	3
Not Otherwise Specific	62
Population	(2010 Census) 21,363
Total Births	198
Males	91
Females	107

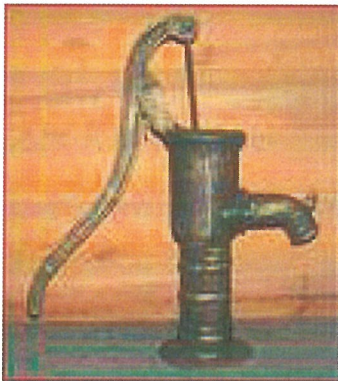
Environmental Health

Division of Environmental Health Services



Food Protection Program

Total Number - Routine Food Service and Retail Inspections	307
Total Number - Reinspections	59
High Risk Establishments	68
Medium Risk Establishments	31
Low Risk Establishments	41
Average Establishment Score.....	94
Total Operating Establishments Permitted	140
Temporary Food Permits Issued	243
Total Number - Temporary Food Service Inspections	96
Total Number - Pre-Operational Food Service/Retail Inspections	5
Non-FBI Complaints Investigated	10
Consultations and Public Contacts	516



Potable Water Supply Program

Active Non-Community Water Supplies	6
Private Water Well Permits Issued	9
Private Water Wells Inspected	9
Geo thermal closed loop wells	3
Sampling of New Private Water Wells	9
Sampling of Existing Private Water Wells	54
Action Letters Released	54
Non-Community Public Water Supplies (Transient) Surveyed	6
Consultations and Public Contacts	269



Private Sewage Disposal Program

Permits Issued to Construct	44
Inspections of Private Sewage Disposal Installations	47
Aerobic Treatment Plants Installed	25
Holding Tanks Installed	3
Graveless Subsurface Systems Installed	13
Buried Sand Filters Installed	3
Sewage Complaint Inspections	2
Consultations and Public Contacts	212

Tanning Facilities Program / Nuisance Control Program / West Nile Virus

Tanning: Initial Inspections - 0, Follow-up Inspections - 0, Routine/License Renewal - 3, West Nile Virus: Bird investigations - 1, Public Contacts -16, - Birds tested Neg- 1, Positive - 0.
 Nuisance: Complaint Investigations - 34, Action Letters Released - 12, Consultations and Public Contacts - 117.

Division of Administrative Services

State and Federal Awarded Grants July 1, 2018 - June 30, 2019

Shelby County Health Department Awards

Family Case Management	\$ 50,160
High Risk Infant\ Healthworks	\$ 31,500
Women, Infants & Children	\$ 72,585
Breastfeeding Counseling	\$ 7,000
Health Protection Grant	\$ 73,408
Vision & Hearing Program	\$ 3,906
Potable Water Supply	\$ 2,775
Non-Community Water	\$ 350
Lead Poisoning Prevention	\$ 9,800
Tobacco Free Communities	\$ 20,000
West Nile Virus	\$ 12,000
Indoor Radon Grant	\$ 7,800
<u>Tanning Facility Program</u>	<u>\$ 600</u>
Total Awards	\$ 291,884

Financial Management

September 1, 2018 - August 31, 2019

County Health (Operating Account)	
County Health Misc. (Fund Account)	
Home Nursing (Fund Account)	
WIC (Fund Account)	
Total Receipts (all accounts)	\$ 1,391,370.96

Total Disbursements	
(all accounts)	\$ 1,307,981.96
Surplus	\$ 83,389.00

BREAKDOWN:

<u>Revenue</u>	
TAX Distributions	\$ 308,019.00
State/Fed Grants	\$ 291,884.00
Services /Fees/Acct. Transfers	\$ 791,467.96

<u>Expenses</u>	
Salaries	\$ 538,205.68
Operating	\$ 359,568.32
Programs	\$ 410,207.96

