

**NOTICE OF SPECIAL SHELBY COUNTY BOARD MEETING**

January 26, 2023

**SHELBY COUNTY BOARD SPECIAL MEETING AGENDA**

**January 30, 2023 at 7:00 PM in Courtroom A**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Body Comment
5. Discussion and vote on the recommendation of the Republican Central Committee with consent of the Board, County Board Chairman to appoint Shelby County State's Attorney to fill vacancy
6. Discussion and vote to request Resident Circuit Judge to take necessary action to fill position until new State's Attorney can take position full time
7. Discussion and vote to rescind action taken to approve AFSCME agreement proposal passed by the board at the January 12, 2023 County Board meeting in regards to ILRB Case No. S-RC-22-045
8. Discussion and vote to approve agreement proposal in the case of ILRB Case No. S-RC-22-045 that has been agreed upon by the Shelby County Treasurer
9. Adjournment

Please silence cell phones during the Board meeting

**SPECIAL MEETING OF THE SHELBY COUNTY BOARD**  
**January 30, 2023, at 7:00 PM – RECESSED 7:32 PM 1/30/23**  
**February 2, 2023, at 7:00 PM – RECONVENED**

The Shelby County Board met on Monday, January 30, 2023, at 7:00 PM in Courtroom A of the Courthouse in Shelbyville, Illinois.

Chairman Orman called the meeting to order and all those present recited the Pledge of Allegiance. Board member Sonny Ross gave a prayer.

County Clerk Jessica Fox called the roll.

Chairman Orman recognized a group of high school students attending the meeting for their Civics class.

Chairman Orman called for Public Body Comment.

Several members of the public asked about the qualifications for whomever would be appointed State's Attorney such as trial experience, trial record, murder cases won, win-loss ratios and stated this person will seek justice for victims and their family members.

Local AFSCME Council 31 President Lisa Swenny read a prepared statement regarding the proposed settlement agreement to be presented. Swenny informed those in attendance Attorney Koester, who was appointed to represent the County Board and the Treasurer, has not communicated with the AFSCME attorney about any type of settlement agreement. Swenny stated at this time AFSCME had not accepted any proposed settlement agreement. Swenny questioned all the secrecy regarding this proposed settlement agreement.

Chairman Orman informed those attending the meeting, there would be no appointment of a State's Attorney tonight.

Orman made motion to request the resident Circuit Judge to take necessary action to fill the position until a new State's Attorney can take the job full time. While Orman stated it was not necessary for the board to request this action from the resident Circuit Judge, he felt this step was necessary in order to provide transparency for the public. Ross seconded said motion. Discussion was held. Orman informed the board the Judge will have special prosecutors appointed who currently serve as SA's or ASAs in neighboring counties. Orman stated the SA office would be staffed on Wednesday, February 1.

The vote passed unanimously by voice vote to request the resident Circuit Judge to make appointment of special prosecutors to staff the office of the State's Attorney, until a permanent replacement is appointed by the County Board Chair with consent of the board.

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At this time, Chairman Orman made motion to rescind the action the board took in approving the AFSCME settlement agreement at the meeting held on January 12, 2023. Bennett seconded said motion. Orman informed the board the agreement presented at the January 12, 2023 County Board meeting was the wrong agreement. Discussion was held.

Orman stated this motion and vote was to clear up the Board's 1/12/2023 vote on the wrong agreement.

Voice vote to approve rescinding the action taken to approve the AFSCME settlement agreement passed on January 12, 2023, passed (21 yes, 0 no, 1 abstain - Boehm).

At this time, Orman read the "correct" agreement that should have been presented at the January 12, 2023, meeting. After reading the document verbatim, Orman was informed this was the same exact agreement the board members had on their seats for review prior to this evening's meeting. Orman apologized for the lack of communication and stated it had been a very trying week.

Ross made motion to table approve of the settlement agreement. Davis seconded said motion, which passed by voice vote (22 yes, 0 no).

**At 7:32 PM, Chairman Orman announced the meeting would be recessed until Thursday, February 2, 2023, at 7:00 PM.**

**Chairman Orman reconvened the special meeting of the County Board at 7:00 PM on Thursday, February 2, 2023. Brands and Tate were not present for the reconvened session.**

Orman informed a standing room only crowd, the Republican party Central Committee, has suggested the name of Robert Hanlon, an attorney from Woodstock in McHenry County, IL to be appointed as the new Shelby County State's Attorney. Orman stated he planned to appoint Hanlon as State's Attorney for Shelby County. Orman informed those present this appointment was politically driven and the Republican Central Committee has suggested this person be appointed. Boehm mentioned there seemed to be a lot of secrecy with this selection. Board member Davis asked why there was not more transparency in this process and stated the members of the board ran on the promise of making changes and being transparent. Davis's comments were met with a round of applause from the crowd. While Orman previously stated Hanlon would not be speaking this evening, Hanlon did speak and tell those present a few things about himself and stated he had the "skill set" and a license to practice in several different states. Hanlon was asked by board member Cole if he represented anyone present in Courtroom A, to which Hanlon replied he represented two people (2) in the

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room but stated identifying who those people were could violate attorney-client privilege.

The appointment of Hanlon passed by roll call vote (14 yes, 5 no's, 1 abstain). Ayes: Bennett, Brown, Edwards, Firnhaber, Hardy, Kessler, Martin, McCormick, Nelson, Ogden, Orman, Ross, Shuff and Williams. Nay: Boehm, Cole, Davis, Morse, and Mayhall. Abstain: Wallace. Absent: Brands and Tate.


At this time Ross made motion to un-table item 8 (presentation of the "correct" settlement agreement between Shelby County/County Treasurer, AFSCME). Davis seconded said motion.

Orman explained what happened Monday night was a mix-up and a "miscommunication" between himself and the County Clerk. Orman had emailed one agreement to the members of the County Board but had not copied that agreement to the County Clerk. Orman had read the wrong agreement at the Jan. 12, 2023, meeting. The agreement Orman signed, was in fact, the correct agreement. The difference in the 2 agreements are in line 3 of paragraph 1. The incorrect agreement stated the Treasurer, and all deputies and employees of her office shall be bound by the terms of the collective bargaining agreement. The correct agreement, which are part of these minutes simply state the Treasurer agrees to comply with said terms in the future and not bound.

Ross made motion to approve the settlement agreement, which had previously been signed by Chairman Orman. Mayhall seconded said motion, which passed by voice vote (18 yes, 1 no - Cole, 1 abstain - Boehm).

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

Ross made motion to adjourn the special meeting of the county board. Bennett seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 7:27 PM.

  
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Jessica Fox  
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

Jan. 30, 2023

SPECIAL SESSION

Feb. 2, 2023

		ROLL CALL			QUESTIONS									
			1/130/2023	1/1/2023	Appointment of State's Attorney Robert Heaton		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BENNETT, MARK	34	✓		1									
	BOEHM, TERESA	0	✓			1								
	BRANDS, COCY	24	✓		—									
	BROWN, TIM	41	✓		2									
	COLE, CAROL	0	✓			2								
	DAVIS JR, CHARLES	48	✓			3								
	EDWARDS, JULIE	0	✓		3									
	FIRNHAEER, MARTHA	0	✓		4									
	HARDY, CLAY	20	✓		5									
	KESSLER, MATT	44	✓		6									
	MARTIN, ANNETTE	44	✓		7									
	MAYHAL, TAD	14	✓			4								
	MCCORMICK, HEATH		✓		8									
	MORSE, TIM	0	✓			5								
	NELSON LORI	54	✓		9									
	OGDEN, DAVID		✓		10									
	ORMAN, ROBERT	34	✓		11									
	ROSS, SONNY	24	✓		12									
	SHUFF, MITCHELL	10	✓		13									
	TATE, DON	40	✓		—									
	WALACE, BRENT	50	✓		Abstain									
	WILLIAMS, JEREMY		✓		14									

I am Lisa Swamy, AFSCME Local 3323 President. Many times, our lawsuit has been referred to as "frivolous." We prefer the word "necessary". It is a necessary lawsuit because treasurer, Erica Firnhaber, is breaking labor law. How many times have we heard that county officials that break the law need to be held accountable? That is what we are trying to do. One reason she refused to sign was an issue with the Highway Department clothing allowance and that has been resolved through a memorandum of understanding. Second was that other department heads did not sign past collective bargaining agreements. Those department heads were not listed on the contract requiring a signature. And third, she was not allowed to participate in negotiations. That is not true. Of all the department heads, she was the only one that had a chance to be involved with union. She had the opportunity to communicate her concerns, cooperatively discuss and solve problems of mutual concern through Article XXII, Section 4 in our contract. This article calls for quarterly Labor-Management meetings and she was designated the party representative for the employer. At our July 7, 2020 Labor-Management meeting, she asked me to immediately call on her so she could announce she no longer wanted to serve on this committee. It is documented in the minutes she stated "She feels it is the board's responsibility to set policy" and she left the meeting. Her statement completely contradicts her attorney, Christopher Koester's legal opinion that "the County Board does not employ the county treasurer." Which is it... I guess it depends on how the situation best fits her needs at any certain time. Remember these other county officials, county employees and previous board members that had been accused of breaking the law? Not one lawsuit has been filed against any of them. But they still had to endure Edgar County Watchdog articles, WAND Investigates segments, Facebook posts, and derogatory comments. Apparently, there is a double standard. Where is all the transparency and fiscal responsibility now? All this could easily end if the treasurer would just sign the contract.

At the January 12<sup>th</sup> county board meeting, an agreement proposal was presented to the board by Chairman Bobby Orman. He read the agreement word-for-word. He initiated the first motion to pass, and Jeremy Williams seconded the motion. He asked for discussion and no one said anything, not the treasurer or her attorney. The motion passed with no amendments and all AYE's. The agreement you passed was not the copy drafted by AFSCME's attorney. The attorney representing AFSCME, in this lawsuit, was not even privy to the proposed agreement before it was presented and passed. He is unsure who even drafted it. And, he still has not been provided a copy of it through Attorney Koester. All communication efforts from our attorney to Christopher Koester are being ignored. However, plenty of communication is happening between Chairman Orman and attorney Koester. Through my FOIA request to the County Clerk, I obtained an invoice from Taylor Law Office. It states that on January 13<sup>th</sup>, the day after the county board meeting, Christopher Koester communicated with Chairman Orman regarding the execution of the agreement and Attorney Koester would draft an e-mail to opposing counsel regarding the same. Doesn't it seem more logical for both attorneys to agree on the proposal agreement language before presenting it to the board, as to not waste your time and county money. But, here we are again with another undisclosed document that our attorney has not seen. Did board members get to see the draft being presented tonight prior to this meeting to compare the two agreements? Why is AFSCME's attorney being ignored in this legal process and why all the secrecy?

The response to my FOIA request to Chairman Orman was written and returned by Taylor Law. It stated that it was their understanding that I was aware Chairman Orman mistakenly referred to and read off an incorrect draft proposed settlement agreement. I was not made aware of such and have found no evidence of a mistake. He has never advised me, either written or verbally, of any such mistake. The FOIA to Chairman Orman did not produce any documentation indicating a mistake. Nor did he contact the County Clerk to make her aware of a mistake. Instead, his only communication the day after the board meeting was to Attorney Koester at Taylor Law. I do not believe this was a mistake. Remember, Attorney Koester nor the treasurer spoke up at the county board meeting to indicate that the wrong agreement was read and passed. As AFSCME president, I can assure you that union members will only agree to a proposal agreement that was actually drafted by our attorney.

This is a game being played and Chairman Orman is being played like a pawn. Attorney Koester doesn't want the game to end, because he is being paid \$225 per hour to play. Personally, I don't believe that Bobby Orman has demonstrated the integrity and leadership skills required to fulfill the duties of County Board Chairman and think he should step down from this position. The public needs to open their eyes and hear the truth because it certainly is not being presented to the residents of Shelby County.

**SETTLEMENT AGREEMENT**

**American Federation of State, County, and Municipal Employees, Council 31, Charging Party, and County of Shelby and Shelby County Treasurer, Respondents, ILRB Case No. S-RC-22-045.**

In full and complete resolution of the above-named case, American Federation of State, County, and Municipal Employees, Council 31 and AFSCME Local 3323 (collectively, "Union"), and County of Shelby and Shelby County Treasurer (collectively, "Respondents") agree as follows:

1. Notwithstanding her statutory authority to reject the terms of the collective bargaining agreement, the Shelby County Treasurer, by virtue of this Settlement Agreement, agrees that she and all deputies and employees within her offices shall be bound by the terms of the collective bargaining agreement attached hereto and incorporated herein as "Exhibit A."
2. Within seven (7) days of the Union and Respondents executing this Settlement Agreement, the Union shall withdraw its charge in ILRB Case No. S-RC-22-045, and the parties shall ask the ILRB to terminate this case.
3. The parties acknowledge that this document contains the entirety of their agreement and constitutes a full settlement of all claims arising out of this subject matter.

\_\_\_\_\_  
For the Union

Date: \_\_\_\_\_

\_\_\_\_\_  
For Shelby County Treasurer

Date: \_\_\_\_\_

\_\_\_\_\_  
For County of Shelby

Date: \_\_\_\_\_

SETTLEMENT AGREEMENT

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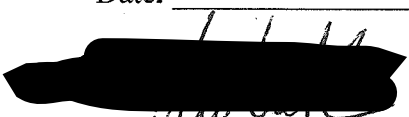
1. Notwithstanding her statutory authority to reject the terms of the collective bargaining agreement, the Shelby County Treasurer has complied with all of the terms of the collective bargaining agreement and she hereby agrees by virtue of this Settlement Agreement to continue to comply with said terms in the future. A copy of the collective bargaining agreement is attached hereto and incorporated herein by reference as "Exhibit A."
2. Within seven (7) days of the Union and Respondents executing this Settlement Agreement, the Union shall withdraw its charge in ILRB Case No. S-RC-22-045, and the parties shall ask the ILRB to terminate this case.
3. The parties acknowledge that this document contains the entirety of their agreement and constitutes a full settlement of all claims arising out of this subject matter.

\_\_\_\_\_  
For the Union

Date: \_\_\_\_\_

\_\_\_\_\_  
For Shelby County Treasurer

Date: \_\_\_\_\_

  
\_\_\_\_\_  
For County of Shelby

Date: 1-12-23