

November 7, 2023

SHELBY COUNTY BOARD MEETING AGENDA

November 9, 2023 – 7:00 P. M.

Courtroom A, Shelby County Courthouse, Shelbyville

1. Call to Order-Prayer- Pledge of Allegiance
2. Roll Call
3. Discussion and vote on approval of Minutes from the October 12, 2023
4. Brenda Elder, Economic Development of Shelby County – Request for ARPA funds from Shelby County to assist in a solution for the shortage of childcare
5. Chris Smith, CIC, CRM Area Senior VP with Gallagher – Presentation and discussion regarding CIRMA (Counties of Illinois Risk Management Agency) Property & Casualty Insurance pricing and the Cyber Liability coverage with Cowbell for 12/1/2023 – 12/1/2024. Discussion regarding the services available to the county through the CIRMA program
6. Probation CMO Heather Wade –Discussion and vote to approve annual Drunk and Drugged Driving Prevention Month Proclamation
7. Heather Wade, Probation CMO – Discussion and vote to approve resolution to authorize probation officers to carry firearms pursuant to 720 ILCS 5/24-2(12.5) and Administrative Order 2022-18
8. Michael Tappendorf, County Highway Engineer’s Report – Discussion and vote to approve the following:
 - Resolution to use Motor Fuel Tax Funds (\$800,000) for Maintenance of County Roads in 2024
 - Discussion and vote to approve resolution to use ARPA funds (\$90,000) to purchase an Excavator
 - Discussion and vote to approve resolution to use LATCF funding (\$20,000) for computer and equipment purchases
 - Discussion and vote to approve 50/50 petition with Shelbyville Township Highway Commissioner to replace a box culvert (800 ft south of 1000N/2300E) estimated cost \$15,174
 - Resolution to use Motor Fuel Tax Funds to pay for ½ of County Engineer Salary and Expenses
9. Discussion and vote to approve the CIRMA 12/1/23 – 11/30/24 Insurance pricing
10. Discussion and vote to approve the Cowbell Cyber Liability 12/1/23 – 11/30/24 Insurance pricing
11. Discussion and vote to approve the Pareto Health Insurance pricing for 1/1/24 – 12/31/24 pricing
12. Discussion and vote to approve **proposed** fiscal year 2024 County Budget so it can be made available for the required 15-day public viewing prior final approval upon recommendation of the Budget committee
13. Discussion and vote to approve annual State’s Attorney Appellate Prosecutor Resolution per 725 ILCS 210/1 et seq. for \$8,000
14. Discussion and vote to cause audit to be conducted on State’s Attorney’s office AND request Benford & Brown conduct this audit pursuant to 55 ILCS 5/6-31005 upon recommendation of Legislative Committee
15. Discussion and vote to ask State’s Attorney to review and advise concerning forensic audit of Sheriff’s office payroll upon recommendation of the Legislative Committee
16. Discussion and vote to cause forensic audit to be conducted on Dive Team AND request Benford and Brown conduct this audit, pursuant in part to 55 ILCS 5/6-31005 upon recommendation of the Legislative Committee
17. Discussion and vote to approve Shelby County Dive volunteer application at PSC recommendation

18. Discussion and vote to declare Dive Team F150 (VIN 1FTPW14514KB56941) and Animal Control 2012 Chevy pickup (VIN1GNCNKPE06CZ225377) as surplus at recommendation of PSC
19. Discussion and vote to accept State Bid from Marrow Brothers for 2023 F150 4X2 regular cab pickup as Animal Control truck replacement with bid of \$38,125.00
20. Discussion and vote to replace Dive Team F150 truck (VIN 1FTPW14514KB56941) with Animal Control 2012 Chevy pickup (VIN 1GNCNKPE06CZ225377) at recommendation of PSC
21. Discussion and vote to rescind Ordinance 2014-01- O for Animal Control at recommendation of PSC
22. Discussion and vote to accept proposed amendments to Ordinance 84-1 Animal Control to strike specific wording from Section Two and Three
23. Discussion and vote to accept Animal Control Administrator – Non-Vet, Administrator as Vet job descriptions at recommendation of PSC
24. Discussion and vote to approve Animal Control Administrator hours and pay at \$25.00 per hour up to 10 hours per week (as 2024 budget allows)
25. Discussion and vote to approve custom farming for the 2024 crop year
26. Discussion and vote to advertise for sealed bids to custom farm (sealed bids to be submitted to the County Clerk's office by 3:00 PM on December 5 and opened at a Farm committee meeting to be held in December)
27. Discussion and vote to approve soil testing for the County Farm as recommended by the Farm Committee
28. Committee Reports
29. Chairman Updates
30. Chairman Appointments –
 Ramiro Estrada – ETSB 911 Public Safety 1-year term
 Brian McReynolds – ETSB 911 Public Sector 1-year term
 Sandra Earp – Zoning Board of Appeals

County Board Committee changes:
 Annette Martin to Public Safety Committee
 Lori Nelson and Martha Firnhaber to the Budget Committee
31. Correspondence
32. Old Business
33. Approval of Claims
34. Public Body Comment
35. Adjournment

Prayer today is given by Board member Carol Cole

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING
November 9, 2023 – 7:00 P.M.

Video archive of entire meeting can be found at shelbycounty-il.gov under You Tube

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

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

County Clerk Jessica Fox called the roll. Davis and Wallace were absent. Ross was tardy (7:43 PM).

Minutes for the October 12, 2023, Board meeting were presented for approval. Firnhaber made motion to approve the minutes. Nelson seconded said motion, which passed by voice vote (18 yes, 0 no).

Economic Development Director Brenda Elder addressed the board to discuss the serious lack of childcare available in Shelby County which poses a challenge to many county residents. The 2021 census showed a population of 21,160, of which 5.5% are children under 5. The percentage equates to 1,163 children and there are only 280 publicly funded spots for preschool age children and only 24 slots for infants and toddlers. Elder is working with several organizations in Shelby County many of which are local businesses who are also impacted by the lack of childcare challenges. Elder would like to have a board member attend the EDC of Shelby County meeting, which are held the 4th Monday of the month at noon, in the basement of Monicals and generally last an hour. This board member would then be able to report back to the board about the progress of this issue. Elder stated she would appreciate support from the board in the future with funding through grant writing cooperation, and the possible contribution of ARPA funds, should any be available. This group has recently applied for a grant from Birth to Five for the initial planning stages, if the group receives this grant, they can move onto the second grant which would help them with other things. Elder stated the plan is to build a building and find someone to turn the “program” over to manage. They have hired a consultant who is familiar with the area and formerly operated 3 daycare facilities in the Decatur area. Elder stated she realized there are still a lot of unanswered questions but did want to provide the board with this information as this group works to address this issue.

Elder answered questions from board members about the scope of the project and was thanked for the information provided.

Chris Smith, CIC, CRM Area Senior VP from Gallagher Insurance, which helps facilitate the county’s insurance through the Counties of Illinois Risk Management Agency or CIRMA. Smith informed the board about CIRMA, which is made up of 27 counties. Shelby County is a member/owner, as part of this group, which allows the group to go together to buy insurance as part of a much larger organization. Gallagher helps facilitate this. The contribution Shelby County makes goes into a fund, which is managed by a 3rd party administrator and is audited every year. Smith also referred to the documents forwarded to the board, which detailed cost from last year to this year. Costs are up since values, operating expenditures, and payroll costs have all increased. Smith reviewed historical losses and costs since Shelby County joined CIRMA in 2018. Smith stated Shelby County has had a rough few years due to some high claims. Firnhaber attends the quarterly CIRMA meetings on Shelby County’s behalf and informed the board that CIRMA is particular about what counties/municipalities they accept into the plan, and CIRMA can also ask a county to leave the program after a 3-year period. Firnhaber stated a county recently left CIRMA and their liability costs more than doubled. Smith also briefly touched on Cyber insurance. Smith reported that Gallagher helps facilitate the purchase of Cyber coverage, but it is not really part of the CIRMA program. Cyber insurance costs have continued to rise dramatically, and the underwriting challenges are exceedingly harder than it was 3 years ago. Cowbell is the counties Cyber insurance coverage and Smith reported they have more robust coverage, but it is going to require more security on the counties part, and Gallagher can work with the county on that moving forward. Smith also informed the board members about other services CIRMA provides that the county is paying for, but not currently using, such as a risk control firm for safety meetings, online trainings, a cyber portal for IT, an HR consultant, and this year CIRMA contracted with a company called CBIZ, which is going to appraise the counties structures at no cost to the county.

Smith answered questions from the board members about the various trainings CIRMA offers and touched on the Cyber coverage plan. Smith was thanked for his time and information related to the CIRMA program.

Ross entered the meeting at 7:43 PM.

Probation officer Ryann Ambrose requested the board proclaim December 2023 as Drunk and Drugged Driving (3D) Prevention Month. The Memorial Tree will be placed in the Courthouse throughout the month of December. Ambrose thanked the Board for their support. (Proclamation attached to these minutes).

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Williams made motion to approve the Proclamation declaring December 2023 to be Drunk and Drugged Driving (3D) Prevention Month. Nelson seconded said motion, which passed by voice vote (19 yes, 0 no).

Next, Probation CMO Heather Wade addressed the board to inform them she didn't need board action at this time for authorization for Probation officers to carry firearms. The board passed a resolution in December of 2022 pursuant to 720 ILCS 5/24-2(12.5) and Administrative Order 2022-18 signed by Fourth Judicial Circuit Chief Judge Douglas Jarman, which allows this as soon as the policy for this is approved. Wade's policy was just approved, and she will be the first to attend a 40-hour class so she can carry a firearm as part of her job duties for Shelby County Probation. Once she has completed her course, she will request the board chair sign off on that, as well as the Chief Judge. Wade also reported she recently received her performance letter from the AOIC (Administrative Office of Illinois Courts) and the board should also be receiving a copy of the report.

Chairman Orman called for the Highway Engineer's Report.

Highway Engineer Michael Tappendorf updated the board that the Moweaqua bridge project had been completed, a pre-construction meeting had been held for the bridge in Prairie Township and construction is expected to start on this bridge in May. Tappendorf stated he has several items he is looking at for next year, which include work on the Findlay Road and County Highway 5. A technician has been hired and the employees are very happy. Employee John Agney was present to discuss the positive changes happening at the Highway department.

Tappendorf presented the 2024 MFT resolution for maintenance of county roads in the amount of \$800,000. Brown made motion to approve this annual resolution. McCormick seconded said motion, which passed by roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brands, Brown, Cole, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Orman, Ross, Shuff, Tate, and Williams. Nay: none.

Tappendorf presented a resolution to use \$90,000 in ARPA funds to purchase an excavator for the department. Discussion was held. The current excavator has 12,000 hours on it and is at the end of its life. This would be equivalent to a car with 600,000 miles. The excavator John Agney went and looked at only has 3-4 thousand hours on it and will quickly pay for itself. The money has been budgeted to purchase equipment, and it is not necessary to deem the old excavator as surplus, Tappendorf stated there is also statutes that allow this equipment to be traded in. Tappendorf has contacted CAT and they are willing to give the County a trade-in value of \$20,000 for the old excavator. Tappendorf stated if he is going from used to used, statute governing the highway department allows him to trade in if he so chooses, as this is within legal limits.

Brown made motion to approve the resolution. Williams seconded said motion, further discussion continued.

Mayhall questioned if Tappendorf valued his employees input regarding this piece of equipment, since Tappendorf took Agney to view and run the excavator, and Agney would have valuable input into this equipment since he would be running it. Tappendorf stated he did value his employee's input.

Motion by Brown, second by Williams passed by roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brands, Brown, Cole, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Orman, Ross, Shuff, Tate, and Williams. Nay: none.

Next Tappendorf asked for approval for a resolution for \$20,000 in LATCF funding to purchase and upgrade computer equipment and make other necessary equipment upgrades. Tappendorf stated this would allow the department to operate more efficiently. This expenditure has not been budgeted and would have to wait until the new fiscal year. The LATCF funds are restricted funds in the general fund, which are tracked in a spreadsheet in the Treasurer's office. It was asked if the restricted funds in the general fund such as MAR, LATCF, Opioid and Cannabis, could also be reported to the board members with the monthly reports.

A 50/50 petition from the Shelbyville Township Road Commissioner to replace a box culvert 800 feet south of the 1000N/2300E intersection was presented for approval. Estimated costs are \$15,174 to be shared equally between Shelbyville Township and the County.

Williams made motion to approve the 50/50 petition. Hardy seconded said motion, which passed by roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brands, Brown, Cole, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Orman, Ross, Shuff, Tate, and Williams. Nay: none.

The final resolution presented was to use Motor Fuel Tax funds to pay for 1/2 of the County Engineers salary and expenses. Firnhaber made motion to approve the resolution. Brown seconded said motion, which passed by voice vote (19 yes, 0 no).

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The next items to be discussed were liability, cyber and health insurance pricing for the upcoming fiscal and calendar year, which was included in the board packets and is also attached to these minutes.

Firnhaber made motion to approve the CIRMA Insurance pricing for the December 1, 2023 – November 30, 2024, fiscal year. Bennett seconded said motion, which passed by voice vote (19 yes, 0 no).

Mayhall made motion to approve the Cyber liability insurance pricing with Cowbell for \$8,396 for 12/1/23 – 11/30/24. Firnhaber seconded said motion, which passed by voice vote (19 yes, 0 no).

The final insurance item to be presented was the Pareto Health Insurance pricing for the 2024 calendar year. The health insurance pricing went down by \$3,000 this year, employees participated in wellness checks and claims were reduced which helped reduce the overall costs of the health insurance for the County employees.

Firnhaber made motion to approve the health insurance pricing for 2024. Mayhall seconded said motion, which passed by voice vote (19 yes, 0 no).

The next item to be presented was the annual resolution to participate in the State's Attorney Appellate Prosecutor program for \$8,000. Williams made motion to approve the resolution. Bennett seconded said motion, which passed by roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brands, Brown, Cole, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Orman, Ross, Shuff, Tate, and Williams. Nay: none.

Upon recommendation of the Legislative committee, Williams made motion to approve an audit be conducted on the State's Attorneys office pursuant to 5 ILCS 5/6-31005 and have Benford and Brown (the county's current auditor) conduct this special audit on the county's behalf.

Williams made motion to approve the audit. McCormick seconded said motion. Discussion was held. The statute states these audits should be completed within 180 days after an elected official leaves office. Although 180 days have passed since the former State's Attorney left the office, the committee still feels it important that office be audited as required by statute. The cost of these special audits will be what they will be according to committee chair Williams. A voice vote for the audit of the State's Attorney's office passed by voice vote (19 yes, 0 no).

Williams made motion to ask the State's Attorney review and advise the board concerning the forensic audit of the Sheriff's office payroll for a period of 2015-2020. McCormick seconded said motion. Discussion was held. The forensic audit revealed extension errors resulting in overpayments, underpayments, as well as inaccurate reporting to IMRF and Social Security which could also impact the county. It is hoped this will help generate movement into a resolution of the many issues found during the forensic audit conducted by Vander Burgh Forensic accounting. William's motion, seconded by McCormick passed by voice vote (19 yes, 0 no).

Williams made motion to approve a forensic audit be conducted on the Dive Team and request Benford and Brown to conduct this audit, in part pursuant to 55 ILCS 5/6-31005. Edwards seconded said motion. Discussion was held.

Chairman Orman stated he had been given a letter signed by former County Clerk Kathy Lantz on August 13, 2010, stating Lantz acknowledged that the Rescue Squad Dive Team was a part Shelby County government at the request of Michelle Campbell, a member of the Shelby County Rescue Squad Dive Team. There was much discussion, once again, on the establishment of the county dive team, insurance coverage, lack of proper organization of the dive team in 2010 by the county, and whether the dive team at the time, could be considered part of Shelby County. The dive team was properly established in July 2023 by resolution after which all member of the team resigned. Williams stated after discussion with legal counsel the presumption was this was a "defacto" department of the county with a "defacto" department head. Mayhall asked if Wiliams could provide him with documentation regarding statues that apply to "defacto" departments. Cody Brands handed out documentation from Beck and Chapman for a Federal lawsuit involving dive team equipment that was not correct. The dive team acted as part of Shelby County for that lawsuit. (Documents attached to these minutes)

Since an allegation of theft have been made, this forensic audit will also deal with entry into the building since the resignation of the former team.

William's motion for a forensic audit of the dive team, with Edwards second, passed by voice vote (14 yes, 5 no – Boehm, Cole, Hardy, Mayhall and Morse).

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Brands recommended the board approve the Shelby County Dive team volunteer application. Nelson seconded said motion, which passed by voice vote (15 yes, 4 no – Boehm, Cole, Mayhall and Morse).

Upon recommendation of the PSC, the 2004 F150 (VIN 1FTPW14514KB56941) previously used by the Dive Team and the 2012 Chevy pickup (VIN 1GNCKNKP06CZ225377) were declared surplus on a motion by Brands, seconded by Firnhaber. Discussion was held.

It was asked if anyone had asked the Animal Control Warden if he would like to keep the current vehicle, he is driving instead of what is being proposed? It was stated this is a county vehicle. Hudson had been asked to attend the Public Safety Committee meeting, but he was on vacation. Hudson had been asking for a new truck for 2 years, and the board has to act in an administrative fashion and do what is recommended by the committee. It was asked if any member of the PSC had ridden along with animal control to see what was needed by the Animal Control Warden to see what type of vehicle was needed for him to perform the job.

Motion to approve vehicles as surplus passed by voice vote (15 yes, 4 no – Boehm, Cole, Mayhall, and Morse).

On recommendation of the PSC, a state bid from Morrow Brothers for a 2023 F150 4X2 regular cab pickup as Animal Control replacement with a bid of \$38,125.00. Brands made motion to approve the purchase of this vehicle. Bennett seconded said motion.

In addition to prior discussion held, Mayhall asked for specs between the vehicle presented here and the specs for the vehicle advertised for in March of 2021. It was stated by members of the PSC that the proper bid process had not been handled correctly, as no bids had been received, just a quote or an estimate from a local dealership. Mayhall stated the local dealership was still willing to honor the price for a 4X4 crew cab truck for \$39,300. The current value of this truck is \$55,230. The former Animal Control committee had not handled this process properly. The PSC has had numerous discussions with Hudson as they try to work on issues related to the Animal Control Department. There was much discussion held about the type of vehicle Hudson wants, the Warden roll versus the administrative roll of the Animal Control office as referenced in statute, the differing level of respect given to various department heads, and why ARPA funds couldn't be used to purchase the vehicle and a new topper for Animal Control since the current topper leaks and doesn't have lights on it for safety purposes.

Mayhall made motion to table this issue, seconded by Boehm, which failed by roll call vote (8 ayes, 11 nays). Ayes: Boehm, Cole, Hardy, Mayhall, McCormick, Morse, Shuff and Tate. Nays: Amling, Bennet, Brands, Brown, Edwards, Firnhaber, Martin, Nelson, Orman, Ross, and Williams.

Discussion continued with a statement being made that Hudson probably would benefit from a crew cab and the current topper has been on 3 trucks and leaks. The vote was called for.

Vote to accept the state bid from Marrow Brothers passed by roll call vote. (11 ayes, 8 nays). Ayes: Amling, Bennett, Brands, Brown, Edwards, Firnhaber, Martin, Nelson, Orman, Ross, and Williams. Nays: Boehm, Cole, Hardy, Mayhall, McCormick, Morse, Shuff, and Tate.

Upon recommendation of the PSC, Brands made motion to replace the dive team F150 with the 2012 Chevy Animal Control pickup. Ross seconded said motion. The PSC committee discussed what funds were used to purchase the animal control vehicle, but it was felt since it was remaining in the county no transfer of funds would need to happen. If the vehicle was purchased with Animal Control funds, the statute states if the vehicle is sold, those funds are to be returned to the Animal Control fee fund. Mayhall suggested the committee get a legal opinion regarding this issue. The vote was called for, which passed by voice vote (10 yes, 9 no – Amling, Boehm, Cole, Hardy, Martin, Mayhall, McCormick, Morse, and Tate).

Upon recommendation of the PSC, Brands made motion to rescind Ordinance 2014-01-“O”. Edwards seconds said motion. Nelson explained that the 2014 Ordinance did not have a repealer Ordinance, which does not line up with state statutes. The board is also acting under Ordinance 84-1, which needs some clean-up language, but is more in line with state statute.

Motion to rescind Ordinance 2014-01-“O” passed by voice vote (19 yes, 0 no).

Upon recommendation by McCormick, seconded by Nelson to strike specific wording from Section Two and Three in Ordinance 84-1. Animal Control fees updated by the board in February 2023 by Resolution 2023-06 will stand. (Updated Ordinance 84-1 attached to these minutes and the board packet).

McCormick's motion, second by Nelson passed by voice vote (19 yes, 0 no).

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Upon recommendation by the PSC, the Animal Control Administrator – Non-Vet job description was presented for approval. \$13,000 was budgeted under office holder in the Animal Control general fund budget for FY 2024-line item 001-012-50000. Non-vet job description attached to these minutes and the board packet. Motion by McCormick, seconded by Nelson, passed by voice vote (19 yes, 0 no).

Nelson made motion to approve the hiring of an Animal Control Administrator at \$25.00 per hour, up to 10 hours per week, as the 2024 budget allows. Edwards seconded said motion, which passed by voice vote (18 yes, 0 no, 1 abstain – Boehm). Ayes: Amling, Bennett, Brands, Brown, Cole, Edwards, Firnhaber, Hardy, Martin, Mayhall, McCormick, Morse, Nelson, Orman, Ross, Shuff, Tate, and Williams. Nay: none. Abstain: Boehm.

Discussion next turned to the County Farm and approval for custom farming for 2024, seeking bids for custom farming if approved, and approving soil testing. Cole made motion to approve custom farming for 2024. Boehm seconded said motion. Discussion was held, which detailed the lack of tax exemption from the IL DOR, so there is no defined public purpose. Bennett asked why this agenda item did not come from the Farm committee? Bennett asked why we have committees when the committee did not ask this to be put on the agenda, but Cole did as an individual. A lot of issues have been brought forward about custom farming the county farm, as this does not meet the public purpose according to the Constitution. This property does not qualify for an exemption, the proposed idea is a business, the board has customized farmed in the past. Bennett stated the former State's Attorney did not tell the truth about custom farming being legal, but the prior boards pushed it through. A lot of ideas have been brought forward for ways to qualify this ground to be used for a public purpose, such as ideas brought up for a community food garden to fill a need, a site for a childcare building, a proposed park district or serve a school district as Okaw Valley U302 does. Mayhall stated he was open to pursuing a public purpose use for this ground. Chairman Orman stated he was working on some ideas for this ground. The board was encouraged to at least put a cover crop on the ground to build the ground up. Hardy stated since the county owns this ground, we should not just allow it so to grow up in weeds. It was suggested this item go back to the committee and research hiring someone to plant a cover crop.

Coles motion to custom farm for the 2024 fiscal year with Boehms second, failed by voice vote (8 yes, 11 no – Amling, Bennett, Brands, Firnhaber, McCormick, Nelson, Orman, Ross, Shuff, Tate and Williams). The request for bids and soil testing were not brought for a vote.

Chairman Orman called for committee reports.

Brands stated that various county vehicles were titled to various departments and not in one central location. Brands was going to recommend a title policy to they will be titled a certain way and held in a central location.

Brown stated Cameron Spesard had been hired as an engineering tech. Brown stated at the May meeting the environment a very hostile meeting. The R/B committee started meeting with the department employees and on November 3 the R/B committee held a cookout at the Highway Department to show their appreciation to the employees and staff of the Highway Department.

Health Board member Edwards stated the remodel project at the Health Department had started.

Orman at this time, made a motion to place the 2024 fiscal year budget on public viewing as required by statute for 15 days as recommended by the Budget committee. Williams seconded said motion. Mayhall asked what took so long to get the budget here, as the board will have to have a special meeting to pass the budget, which gets very expensive. It was stated the earlier numbers from departments are received a lot of times those numbers change so if the budget is presented too early, there will be constant changes prior to the deadline. It was stated this budget is also balanced.

Brands amended the motion to reduce the Capital outlay line item 003-044-54600 under the Animal Control fee fund from \$78,000 to \$55,000. Williams seconded the amended motion, which passed by voice vote (19 yes, 0 no).

Orman's motion to approve the budget, as amended, seconded by Williams was approved for public viewing by voice vote (19 yes, 0 no).

Under Chairman Updates, Orman stated he attended a recent meeting at the Lake Shelbyville Visitor's Center sponsored by the EDC of Shelby County on Emergency Planning.

Orman requested the following appointments.

Ramiro Estrada to the ETSB 9-1-1 board as a public safety member for a 1-year term. Bennett made motion to approve the appointment, seconded by Ross. Appointment passed by voice vote (19 yes, 0 no).

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Brian McReynolds to the ETSB 9-1-1 board as a public sector member for a 1-year term. Williams made motion to approve the appointment, seconded by hardy. Appointment passed by voice vote (19 yes, 0 no).

Sandra Earp to the Zoning Board of Appeals. Motion by Brown, seconded by Nelson. Appointment passed by voice vote (19 yes, 0 no).

Chairman Orman notified the board he had made the following committee changes, Martin will be placed on Public Safety, and Nelson and Firnhaber will be placed on the Budget Committee.

Under old business, Clay Hardy stated he felt the equipment of the former dive team should either be rented to them or sign an agreement with the City of Shelbyville to allow their new dive team to use the equipment. Hardy said the red tape wasn't helping anybody and this equipment is useless unless in the hands of capable qualified people.

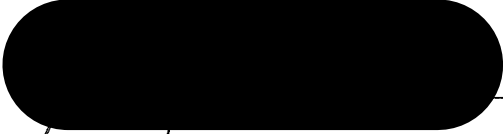
Tate made motion to approve the payment of claims as reviewed by the respective committees. Firnhaber seconded said motion, which passed by roll call vote (18 yes, 0 no, McCormick unavailable). Ayes: Amling, Bennett, Boehm, Brands, Brown, Cole, Edwards, Firnhaber, Hardy, Martin, Morse, Nelson, Orman, Ross, Shuff, Tate, and Williams. Nay: none. Absent: McCormick

Chairman Orman called for Public Body Comment. A summary of public body comment/opinion is listed as follows:

Members of the public spoke in favor of continuing to farm the county farm, spoke in support of the former Shelby County Dive Team members, questioned the purchase of an animal control truck from an out of county dealership, voiced concerns about the argumentative nature of some members of the board and their treatment of members of the community, and were reminded elections were coming in 2024.

Tad Mayhall reminded those in attendance of Veteran's Day on November 10th and thanked Veteran's for their service and encouraged members of the public to do the same. Mayhall expressed his appreciation to the Shelbyville school district, as they always have a nice Veteran's Day program to honor local Veterans.

Nelson made motion to adjourn the meeting of the Shelby County Board. Brands seconded said motion, which passed by voice vote (18 yes, 0 no) and the meeting was adjourned at 10:40 P. M.


Shelby County Clerk and Recorder

November 9, 2023 REGULAR MEETING

		ROLL CALL			QUESTIONS									
		MILEAGE	11/9/2023	1/2023	MFT Resolution ON MOTIONS TO 2024 Rd Maint. 800,000.-	90,000 ARPA ON MOTIONS TO Funds	Excavator purchase	50/50 Pothole ON MOTIONS TO Shelbyville Trap 15,174.-	SAAP Resolution ON MOTIONS TO 8,000.-		Tabled ON MOTIONS TO Narrow Bros bid			
COUNTY BOARD MEMBERS			P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	AMLING, CLARK		✓		✓		✓		✓		✓			1
	BENNETT, MARK	34	✓		✓		✓		✓		✓			2
	BOEHM, TERESA		✓		✓		✓		✓		✓		1	
	BRANDS, CODY	24	✓		✓		✓		✓		✓			3
	BROWN, TIM	41	✓		✓		✓		✓		✓			4
	COLE, CAROL	0	✓		✓		✓		✓		✓		2	
	DAVIS JR, CHARLES	48	A		—		—		—		—		—	—
	EDWARDS, JULIE	0	✓		✓		✓		✓		✓			5
	FIRNHABER, MARTHA	0	✓		✓		✓		✓		✓			6
	HARDY, CLAY	20	✓		✓		✓		✓		✓		3	
	MARTIN, ANNETTE	44	✓		✓		✓		✓		✓			7
	MAYHALL, TAD	14	✓		✓		✓		✓		✓		4	
	MCCORMICK, HEATH		✓		✓		✓		✓		✓		5	
	MORSE, TIM	0	✓		✓		✓		✓		✓		6	
	NELSON, LORI	54	✓		✓		✓		✓		✓			8
	ORMAN, ROBERT	34	✓		✓		✓		✓		✓			9
	ROSS, SONNY	24	Tardy		✓		✓		✓		✓			10
	SHUFF, MITCHELL	10	✓		✓		✓		✓		✓		2	
	TATE, DON	40	✓		✓		✓		✓		✓		8	
	WALLACE, BRENT	50	A		—		—		—		—		—	—
	WILLIAMS, JEREMY		✓		✓		✓		✓		✓			11

Ross entered meeting at 7:43pm

		ROLL CALL			QUESTIONS									
			1 / 2023	1 / 2023	Accept bid ON MOTIONS TO Morrow Bros. 36,145.-		Animal Control ON MOTIONS TO Admin Non-Vet 25.00/hour		Payment ON MOTIONS TO of Claims		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	AMLING, CLARK				1		✓		✓					
	BENNETT, MARK	34			2		✓		✓					
	BOEHM, TERESA					1	Abstain		✓					
	BRANDS, CODY	24			3		✓		✓					
	BROWN, TIM	41			4		✓		✓					
	COLE, CAROL	0				2	✓		✓					
	DAVIS JR, CHARLES	48			—	—	—		—					
	EDWARDS, JULIE	0			5		✓		✓					
	FIRNHABER, MARTHA	0			6		✓		✓					
	HARDY, CLAY	20				3	✓		✓					
	MARTIN, ANNETTE	44			7		✓		✓					
	MAYHALL, TAD	14				4	✓		✓					
	MCCORMICK, HEATH					5	✓		Absent					
	MORSE, TIM	0				6	✓		✓					
	NELSON, LORI	54			8		✓		✓					
	ORMAN, ROBERT	34			9		✓		✓					
	ROSS, SONNY	24			10		✓		✓					
	SHUFF, MITCHELL	10				7	✓		✓					
	TATE, DON	40				8	✓		✓					
	WALLACE, BRENT	50			—	—	—		—					
	WILLIAMS, JEREMY				11		✓		✓					

Shelby County – CIRMA Historical Losses & Contributions

Total Incurred Claims

Member/ Year	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	Total	Average Incurred Losses
Shelby	\$68,026	\$907,851	\$87,639	\$584,126	\$58,465	\$1,706,108	\$341,222

Losses within Self-Insured Retention (SIR)

Member/ Year	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	Total Losses within Retention	Average Losses within Retention
Shelby	\$68,026	\$207,851	\$87,639	\$324,244	\$58,465	\$746,226	\$149,245

Loss Fund Contribution

Member/ Year	2018-2019			2019-2020			2020-2021			2021-2022			2022-2023			Total Loss Fund Contributions
	Loss Fund	% Contribution	Loss Fund	% Contribution	Loss Fund	% Contribution	Loss Fund	% Contribution	Loss Fund	% Contribution	Loss Fund	% Contribution	Loss Fund	% Contribution		
Shelby	\$80,000	2.46%	\$80,000	2.30%	\$108,965	2.30%	\$115,050	2.16%	\$80,000	1.35%	\$80,000	1.35%	\$80,000	1.35%	\$464,015	

Loss Ratios by Year

Member/ Year	2018-2019			2019-2020			2020-2021			2021-2022			2022-2023		
	Total Incurred Claims	Loss Fund	Loss Ratio	Total Incurred Claims	Loss Fund	Loss Ratio	Total Incurred Claims	Loss Fund	Loss Ratio	Total Incurred Claims	Loss Fund	Loss Ratio	Total Incurred Claims	Loss Fund	Loss Ratio
Shelby	\$68,026	\$80,000	85.03%	\$907,851	\$80,000	1134.81%	\$87,639	\$108,965	80.43%	\$584,126	\$115,050	507.72%	\$58,465	\$80,000	73.08%

Shelby County – CIRMA Historical Losses & Contributions

Total Incurred Claims

Member/ Year	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	Total	Average Incurred Losses
Shelby	\$68,026	\$907,851	\$87,639	\$584,126	\$58,465	\$1,706,108	\$341,222

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Shelby	\$68,026	\$207,851	\$87,639	\$324,244	\$58,465	\$746,226	\$149,245

Loss Fund Contribution

Member/ Year	2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		Total Loss Fund Contributions
	Loss Fund	% Contribution	Loss Fund	% Contribution	Loss Fund	% Contribution	Loss Fund	% Contribution	Loss Fund	% Contribution	
Shelby	\$80,000	2.46%	\$80,000	2.30%	\$108,965	2.30%	\$115,050	2.16%	\$80,000	1.35%	\$464,015

Loss Ratios by Year

Member/ Year	2018-2019			2019-2020			2020-2021			2021-2022			2022-2023		
	Total Incurred Claims	Loss Fund	Loss Ratio	Total Incurred Claims	Loss Fund	Loss Ratio	Total Incurred Claims	Loss Fund	Loss Ratio	Total Incurred Claims	Loss Fund	Loss Ratio	Total Incurred Claims	Loss Fund	Loss Ratio
Shelby	\$68,026	\$80,000	85.03%	\$907,851	\$80,000	1134.81%	\$87,639	\$108,965	80.43%	\$584,126	\$115,050	507.72%	\$58,465	\$80,000	73.08%

Premium Summary

The estimated program cost for the options is outlined in the following table:

Line of Coverage		Expiring	Renewal Option
		Spinnaker Insurance Company	Spinnaker Insurance Company
Cyber Liability	Premium	\$6,952.00	\$8,046.00
	Estimated Cost*	\$7,302.00	\$8,396.00
	Change (\$)		\$1,094.00
	Change (%)		14.98%
Total Cost			\$8,396.00

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable).

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Terrorism, Cyber Liability, and Airport Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Named Insured

Named Insured	Cyber Liability
Shelby County	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Shelby County – CIRMA Historical Costs

Line	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Package	\$44,060	\$30,881	\$30,690	\$40,000	\$47,460
Loss Fund	\$80,000	\$108,965	\$115,050	\$80,000	\$135,000
Excess Property	\$6,758	\$7,540	\$8,354	\$8,139	\$17,744
Boiler	\$1,787	\$1,885	\$2,313	\$2,107	\$2,838
Excess Liability	\$12,495	\$16,218	\$19,792	\$20,000	\$25,573
Excess Crime	\$60	\$592	\$910	\$950	\$950
Claims Administration	\$4,096	\$4,316	\$7,786	\$8,061	\$10,728
Brokerage Fee	\$13,000	\$13,000	\$13,260	\$13,500	\$14,000
Excess Workers' Compensation	\$9,702	\$10,422	\$10,486	\$9,615	\$10,730
CIRMA Fee	\$3,179	\$3,200	\$3,200	\$3,216	\$3,470
	\$175,137	\$197,019	\$211,841	\$185,588	\$268,493

2023-2024 P&C Pricing Sheet

Counties of Illinois Risk Management Agency (CIRMA)
Shelby County
 Member Cost Comparison

Coverage Description	Expiring	Renewal	% Change
Premiums:			
Package Policy	\$40,000	\$47,460	
Loss Fund	\$80,000	\$135,000	
Excess Property	\$8,139	\$17,744	
Boiler & Machinery	\$2,107	\$2,838	
Excess Liability	\$20,000	\$25,573	
Excess Crime	\$950	\$950	
Claims Administration	\$8,061	\$10,728	
Brokerage Fee	\$13,500	\$14,000	
Excess Workers Compensation	\$9,615	\$10,730	
CIRMA Fee	\$3,216	\$3,470	
Total Premiums:	\$185,588	\$268,493	44.67%

Exposure Summary:			% Change
Total Insured Values	\$26,856,682	\$32,262,074	20%
Population	20,990	20,990	0%
Gross Operating Expenditures	\$5,827,717	\$7,298,613	25%
Sheriffs	26	32	23%
Armed	17	23	35%
Unarmed	9	9	0%
Vehicles	65	65	0%
Payroll	\$4,074,125	\$4,546,008	12%
Jails	1	1	0%
Nursing Homes	No	No	N/A



County of Shelby - Effective: 01/01/2024

Stop Loss Terms		Current		Renewal		Option 1		Option 2	
Market		Pareto Captive renewals	HOA III	Pareto Captive renewals	HOA III	Pareto Captive renewals	HOA III	Pareto Captive renewals	HOA III
Network									
Months in Contract		12		12		12		12	
Specific									
Deductible		\$30,000		\$30,000		\$35,000		\$40,000	
Family Deductible		No		No		No		No	
Maximum Coverage Limit		Unlimited		Unlimited		Unlimited		Unlimited	
Contract		12/18		12/18		12/18		12/18	
Coverages		Med, Rx		Med, Rx		Med, Rx		Med, Rx	
Run-In / Run-Out Limit									
Terminal Liability Provision		No		No		No		No	
IRO Extended Liability		No		No		No		No	
Renewal Rate Cap (No New Laser)		Yes, 30.00%		Yes, 30.00%		Yes, 30.00%		Yes, 30.00%	
Gap Less Renewal		No		No		No		No	
Plan Mirroring Coordination		Yes		Yes		Yes		Yes	
Advance Funding		Yes		Yes		Yes		Yes	
Aggregate									
Annual Maximum		\$1,000,000		\$1,000,000		\$1,000,000		\$1,000,000	
Deductible Corridor		125%		125%		125%		125%	
Contract		12/18		12/18		12/18		12/18	
Coverages		Med, Rx		Med, Rx		Med, Rx		Med, Rx	
Run-In / Run-Out Limit									
Stop Loss Premium (Fixed)									
Specific	Employee	56 \$	451.44 \$	446.93 \$		425.47 \$		405.05	
	Emp+Spouse	0 \$	899.25 \$	890.26 \$		847.53 \$		806.84	
	Emp+Child	0 \$	795.84 \$	787.88 \$		750.06 \$		714.06	
	Family	0 \$	1,350.66 \$	1,337.15 \$		1,272.97 \$		1,211.87	
Annual Specific Premium		\$	303,367.68 \$	300,336.96 \$		285,915.84 \$		272,193.60	
Aggregate	Composite	56 \$	48.94 \$	48.47 \$		48.92 \$		49.30	
Total Annual Premium		\$	336,255.36 \$	332,908.80 \$		318,790.08 \$		305,323.20	
% Increase				-1.00%		-5.19%		-9.20%	
% Renewal						-4.24%		-8.29%	
Administrative Costs (Fixed)									
Claims Administration	56 \$	30.00 \$		30.50 \$		30.50 \$		30.50	
Consulting Fee	56 \$	39.00 \$		39.00 \$		39.00 \$		39.00	
Healthcare Bluebook	56 \$	1.25 \$		1.25 \$		1.25 \$		1.25	
PPO/UR/Pre-cert	56 \$	9.90 \$		9.90 \$		9.90 \$		9.90	
Reinsurance Admin	56 \$	5.00 \$		5.00 \$		5.00 \$		5.00	
Annual Administrative Costs		\$	57,220.80 \$	57,556.80 \$		57,556.80 \$		57,556.80	
Annual Fixed Cost		\$	393,476.16 \$	390,465.60 \$		376,346.88 \$		362,880.00	
Aggregate Claim Liability									
Med, Rx	Employee	56 \$	979.02 \$	1,140.06 \$		1,174.92 \$		1,209.04	
	Emp+Spouse	0 \$	1,950.21 \$	2,270.99 \$		2,340.44 \$		2,408.42	
	Emp+Child	0 \$	1,726.01 \$	2,009.92 \$		2,071.38 \$		2,131.54	
	Family	0 \$	2,929.21 \$	3,411.05 \$		3,515.37 \$		3,617.46	
Maximum Claim Liability		\$	657,901.44 \$	766,120.32 \$		789,546.24 \$		812,474.88	
% Increase				16.45%		20.01%		23.49%	
% Renewal						3.06%		6.05%	
Expected Claim Liability		\$	526,321.15 \$	612,896.26 \$		631,636.99 \$		649,979.90	
Expected Plan Cost		\$	919,797.31 \$	1,003,361.86 \$		1,007,983.87 \$		1,012,859.90	
Maximum Plan Cost		\$	1,051,377.60 \$	1,156,585.92 \$		1,165,893.12 \$		1,175,354.88	
% Increase				10.01%		10.89%		11.79%	
% Renewal						0.80%		1.62%	
Expected Plan Cost Summary									
Specific and Aggregate Premium		\$	336,255.36 \$	332,908.80 \$		318,790.08 \$		305,323.20	
Annual Administrative Costs		\$	57,220.80 \$	57,556.80 \$		57,556.80 \$		57,556.80	
Expected Claim Liability		\$	526,321.15 \$	612,896.26 \$		631,636.99 \$		649,979.90	
Total Annual Expected Costs		\$	919,797.31 \$	1,003,361.86 \$		1,007,983.87 \$		1,012,859.90	
Maximum Plan Cost Summary									
Specific and Aggregate Premium		\$	336,255.36 \$	332,908.80 \$		318,790.08 \$		305,323.20	
Annual Administrative Costs		\$	57,220.80 \$	57,556.80 \$		57,556.80 \$		57,556.80	
Additional Liability		\$	- \$	- \$		- \$		-	
Lasered Individuals		\$	- \$	- \$		- \$		-	
Maximum Claim Liability		\$	657,901.44 \$	766,120.32 \$		789,546.24 \$		812,474.88	
Total Annual Maximum Plan Costs		\$	1,051,377.60 \$	1,156,585.92 \$		1,165,893.12 \$		1,175,354.88	
Qualifications									
1. Pareto Captive renewals									
• Aggregate accommodations included in aggregate premium.									

PROCLAMATION

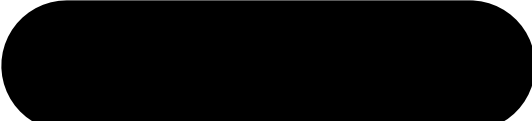
Drunk and Drugged Driving (3D) Prevention Month

The November and December holiday seasons are traditionally one of the deadliest 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 previous year. For those families, this is an appropriate time to focus attention on both the problems and the solutions.

In 2021 there were 330 people killed in alcohol-impaired fatalities which was approximately 25% of all crash fatalities in the State of Illinois. Furthermore, there were 27,735 DUI arrests recorded in the State of Illinois in 2021. Evidence-based practices have shown us that 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 330 families that will have to spend this holiday season without their loved ones Shelby County Probation will have a Christmas Tree in the Court House Lobby with one ribbon for every DUI crash fatality in 2021.

Now, therefore, I, Robert Orman, Shelby County Board Chairman, do hereby proclaim December 2023 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 2023 holiday season.



Signature



Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
7	Shelby	2023-48	Original	24-00000-00-GM

BE IT RESOLVED, by the Board of the Shelby County of Shelby Illinois that there is hereby appropriated the sum of Eight Hundred Thousand Dollars (\$800,000.00) Dollars (\$800,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 to 12/31/24 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.

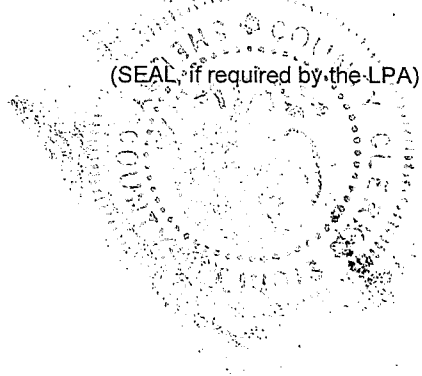
BE IT FURTHER RESOLVED, that County of Shelby shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized 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 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 at a meeting held on 11/09/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of November, 2023 Day Month, Year



(SEAL, if required by the LPA)

11/09/2023

APPROVED

Regional Engineer Signature & Date
Department of Transportation
12/07/23



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Local Public Agency	County	Section Number	Beginning	Ending
Shelby County Highway Department	Shelby	24-00000-00-GM	01/01/24	12/31/24

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 Aggregate	III	Yes	GR-1 *CA 14 Cr. Stone - (FOB Quarry) - 1300N/1600E Hwy Department	TON	600	\$16.75	\$10,050.00	\$10,050.00
			GR-2 *CA 14 Cr. Stone or Gravel - (FOB Quarry) - 3050 E/1200 N Angus Links	TON	600	\$16.75	\$10,050.00	\$10,050.00
			GR-3 *CA 14,15,16 Cr. Stone - (FOB Quarry) - 3050 E/ 150N Sigel Road	TON	600	\$16.75	\$10,050.00	\$10,500.00
			GR-4 *CA 14 Cr. Stone or Gravel - (FOB Quarry) - 1300N/1600E Hwy Department	TON	0	\$16.75	\$0.00	\$0.00
			GR-5 *CA 14,15 Cr. Stone o - (FOB Quarry) - 1980E/360N Fancher	TON	600	\$16.75	\$10,050.00	\$10,050.00
			GR-6 *CA 14, 15 Cr. Stone - (FOB Quarry) - 500N/200E Oconee	TON	600	\$16.75	\$10,050.00	\$10,050.00
			GR-7 *CA 14, 15 Cr. Stone - (FOB Quarry) - 1700N/1550E Boys Corner	TON	600	\$16.75	\$10,050.00	\$10,050.00
			GR-8 *CA 14, 15 Cr. Stone - (Stockpiled) at 2300N/1000E - Hartmanns Corner	TON	600	\$22.00	\$13,200.00	\$13,200.00
			HAULING	TON	1,000	\$10.50	\$10,500.00	\$10,500.00
Base Repair	III	Yes	GR-9 Agg. Surf. Base TYB, CA-06 - FOB Quarry - 350E/200N - Oconee	TON	250	\$8.50	\$2,125.00	\$2,125.00
			GR-10 Agg. Surf. Base TYB, CA-06 - FOB Quarry - 1980E/360N - Fancher					
Seal Coat Oil	III	Yes	HFE - 300 (F&A)	GAL	54,000	\$3.30	\$178,200.00	\$178,200.00
			SC - 800 (F&A)	GAL	6,000	\$4.40	\$26,400.00	\$26,400.00
Bituminous Patch Mix	IIA	Yes	M19-02A (FOB Plant)	TON	400	\$85.00	\$34,000.00	\$34,000.00
Snow Removal	IIA	No	Deicing Salt	TON	100	\$125.00	\$12,500.00	\$12,500.00
Pavement Striping	IIA	No	Road Striping - (NOT BID)	LSUM	1	\$14,000.00	\$14,000.00	\$14,000.00
Brush Removal	IIA	No	ROW Clearing	LSUM	1	\$10,000.00	\$10,000.00	\$10,000.00

Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency			County		Section		Maintenance Period	
Shelby County Highway Department			Shelby		24-00000-00-GM		Beginning	Ending
							01/01/24	12/31/24
Signs	IIA	Yes	Signs - Various Types & Sizes (NOT BID)	LSUM				
Total Operation Cost								\$361,675.00

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)	\$347,675.00			\$347,675.00
Formal Contract (Bid Items)				
Maintenance Total	\$711,675.00			\$711,675.00

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	\$711,675.00			\$711,675.00

Remarks

*CLASS B ROCK QUALITY OR BETTER

SUBMITTED

Local Public Agency Official Signature & Date

 11/09/2023

Title

Shelby County Board Chairman

County Engineer/Superintendent of Highways Signature & Date



APPROVED

Regional Engineer Signature & Date
Department of Transportation



IDOT Department Use Only

Received Location Received Date Additional Location?

WMFT Entry By

Entry Date

RESOLUTION NO.

2023-49

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the use of 90,000 dollars of ARPA funding to purchase an excavator for the Shelby County Highway Department. The Shelby County Highway Department will utilize their existing excavator as trade-in to reduce costs.

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

I Jessica Fox County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on Nov. 9 2023.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 9th day of Nov. A.D. 2023.



COUNTY CLERK

Per Section 6-501

**Petition of County Aid
To Build or Repair Bridge, Culvert or Drainage Structure**

STATE OF ILLINOIS

County of Shelbyville, IL

Road District of Shelbyville Township

To the County Board of Shelbyville County, Illinois

Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissioner Shelbyville Township in said County, would respectfully requests:

Location: TR 284 at a point 800' South of the NE 1/4 of Section 35, R4E, T11N, 3PM
Replace a Concrete Box Culvert with 2 - 48" RCP pipes, See attached estimate for a **TOTAL = \$15,174.09**

in said road district, which the road district is responsible.

The anticipated cost of the proposed project will be \$15,174 Dollars, which sum will be more than 0.02% of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half the amount required.

Being duly sworn, on oath says that this affidavit attached is necessary and that the sum will not be more expensive than is needed for the purpose required.

Date at Shelby Co. Highway Dept., this 9th day of November, 20 23



Corey Wells
Highway Commissioner

Road and Bridge Committee Approval

The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by Shelbyville Township, for the proposed project which has an anticipated cost \$15,174, which the county will provide one half of the expenses from the "County Bridge Fund".

This application is hereby accepted to on this 9 day of November, 20 23



County Board Approval

This application is hereby accepted to on this 9th day of November, 20 23



County Clerk



County Board Chair



Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Does the County participate in the County Engineer's Salary Reimbursement Program? [X] Yes [] No

Resolution No 2023-50 Section No 24-00000-00-CS STP Section No

WHEREAS, the County Board of Shelby County has adopted a resolution establishing the salary of the County Engineer to be 112% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Shelby County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Shelby County Board that there is hereby appropriated the sum of One hundred - Thirty thousand Dollars (\$130,000.00) from the County's

MFT Fund funds for the purpose of paying the County Engineer's salary from 01/01/24 to 12/31/24 and, beginning date ending date

BE IT FURTHER RESOLVED, that the Shelby County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Sixty - Five Thousand Dollars

(\$65,000.00) of Federal Surface Transportation Program funds allocated to Shelby County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Shelby County Board that there is hereby appropriated the sum of Thirteen Thousand Dollars (\$13,000.00) from the County's

MFT Fund funds for the purpose of paying the County Engineer's expenses from 01/01/24 to 12/31/24 beginning date ending date

I Jessica Fox County Clerk in and for said County of Shelby 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 original of a resolution adopted by the County Board of Shelby at a meeting held on 11/09/23 date

I certify that the correct TIN/FEIN number for Shelby County is 37-6002119 Legal Status: Governmental. TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of November, 2023 Day Month, Year

(SEAL: if required by the LPA)

APPROVED STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION For resolutions involving a transfer of STR funds:

Omer Osman, P.E. Secretary of Transportation Signature & Date

[Signature box for Omer Osman]

Clerk Signature & Date [Signature] 11/09/2023

BY: George A. Tapas, P.E., S.E. Engineer of Local Roads & Streets Signature & Date

[Signature box for George A. Tapas]

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

LPA NAME		Section No	STP Section No
Shelby	County	24-00000-00-CS	
For IDOT Use Only			
Dates of the existing agreement between IDOT and County		Beginning	to Ending
Dates of the new agreement between IDOT and County		Beginning	to Ending

RESOLUTION
2023-52

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

9th NOW, THEREFORE, BE IT RESOLVED that the Shelby County Board, in regular session, this day of Nov., 2023 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Shelby County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2023 and ending November 30, 2024, by hereby appropriating the sum of \$8,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

Passed and adopted by the County Board of Shelby County, Illinois, this 9th day of November, 2023.

ATTEST:

County Clerk

Chairman

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO.
1GCNKPE06CZ225377
1GCNKPE06CZ225377

YEAR
2012

MAKE
CHEVROLET

MODEL
K1500 SILVERADO

BODY STYLE
PICKUP

TITLE NO.
X2107626266

DATE ISSUED
04/16/12

ODOMETER
1

CCM

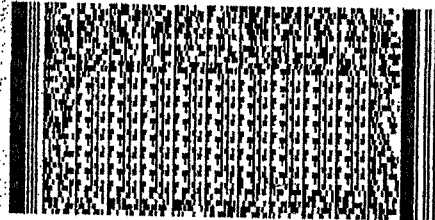
MOBILE HOME SQ. FT.

PURCHASED
02/17/12
NEW

TYPE OF TITLE
ORIGINAL

MAILING ADDRESS

SHELBY COUNTY
PO BOX 230
SHELBYVILLE IL 62565-0230



LEGEND(S)

OWNER(S) NAME AND ADDRESS

SHELBY COUNTY
PO BOX 230
SHELBYVILLE IL 62565-0230

ACTUAL MILEAGE

FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Firm Name

By

Signature of Authorized Agent

Date

Firm Name

By

Signature of Authorized Agent

Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Secured Party:

Address:

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in excess of its mechanical limits.
- 2. The odometer reading is not the actual mileage.

"If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application."

WARNING-ODOMETER DISCREPANCY.

ODOMETER READING

NO TENTHS

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

I am aware of the above odometer certification made by seller.

DATE OF SALE

Signature(s) of Buyer(s)

Printed Name

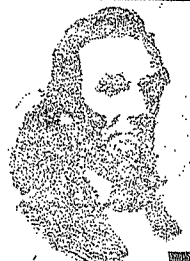


CONTROL NO.

J3425398



Jesse White
JESSE WHITE, Secretary of State



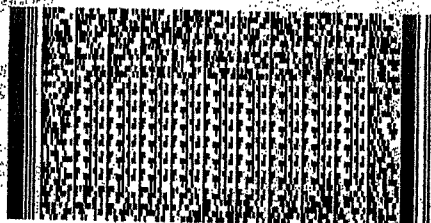
STATE OF ILLINOIS

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO. 1FTPW14514KB56941 YEAR 2004 MAKE FORD MODEL F150 SUPERCREW BODY STYLE CARRYALL TITLE NO. X9313002036
DATE ISSUED 11/09/09 ODOMETER 139248 CCM MOBILE HOME SQ. FT. PURCHASED USED TYPE OF TITLE ORIGINAL

MAILING ADDRESS

SHELBY COUNTY
PO BOX 326
SHELBYVILLE IL 62565-0326



LEGEND(S)

ACTUAL MILEAGE

OWNER(S) NAME AND ADDRESS

SHELBY COUNTY
PO BOX 326
SHELBYVILLE IL 62565-0326

FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Firm Name By Signature of Authorized Agent Date
Firm Name By Signature of Authorized Agent Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Secured Party: Address:

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the actual mileage.
WARNING-ODOMETER DISCREPANCY.

If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application.

ODOMETER READING

NO TENTHS

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

I am aware of the above odometer certification made by seller.

DATE OF SALE

Signature(s) of Buyer(s)

Printed Name

J. Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any. IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS, AT SPRINGFIELD.



CONTROL NO

G9959265

G9959265



Jesse White
JESSE WHITE, Secretary of State

STATE OF ILLINOIS

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO. 1HTAA17BXBHB24706
 YEAR 1981 MAKE INTERNATIONAL MODEL 1724 BODY STYLE FIRE APP TITLE NO. 2028269724
 1HTAA17BXBHB24706
 DATE ISSUED 10/08/20 ODOMETER CCM MOBILE HOME SQ. FT. PURCHASED 09/07/89 TYPE TITLE ORIGINAL
 USED

MAILING ADDRESS
 LEGEND(S)
 MILEAGE NOT REQUIRED
 RAYMOND COMMUNITY FIRE PROT DIST
 PO BOX 13
 RAYMOND IL 62560-0013

OWNER(S) NAME AND ADDRESS
 RAYMOND COMMUNITY FIRE PROT DIST
 PO BOX 13
 RAYMOND IL 62560-0013



FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

By _____ Date _____
 Firm Name Signature of Authorized Agent
 By _____ Date _____
 Firm Name Signature of Authorized Agent

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Secured Party: _____ Address: _____

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in excess of its mechanical limits.
- 2. The odometer reading is not the actual mileage.

"If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application."

Signature(s) of Seller(s) _____ NO TENTHS
 ODOMETER READING _____
 Printed Name(s) of Seller(s) _____ DATE OF SALE 6-1-20
 I am aware of the above odometer certification made by seller.
 Signature(s) of Buyer(s) _____ Printed Name _____

Selection Criteria

Selected Funds: 050,	Selected Depts:
From Acct: 05004854430	From Period: 1
To Acct: 05004854430	To Period: 16
Fiscal Year: 2016	From Period Date: 9/1/2015
	To Period Date:
Exclude Accounts With No MTD/YTD Activity? <input type="checkbox"/>	Exclude Accounts With No Budget? <input type="checkbox"/>
	Selected Account Type: Revenue and Expenses

Budget Status By Fund/Dept - Detail				Fiscal Year: 2016		Shelby County	
Account	Account Description	MTD	YTD	Budget	% Used	Remaining	
Fund: 050 - RESCUE SQUAD DIVE TEAM							
Dept: 048 - RESCUE SQUAD DIVE TEAM							
Type: Expenditure							
050-048-54430	DIVE TEAM PURCHASE EQUI	\$0.00	\$15,560.00	\$10,000.00	155.60%	(\$5,560.00)	
			<u>Amount</u>				
	Date Voucher Description Period Type						
	7/29/2016 CNV-2016 LAKE SARA MARINA-BOAT,MOTOR&ACCESS/413 298-29		\$12,114.00				
	7/29/2016 CNV-2016 LAKE SARA MARINA-BOAT,MOTOR&ACCESS/413 298-27		\$3,446.00				
			<u>\$15,560.00</u>				
Total For Expenditure Type		\$0.00	\$15,560.00	\$10,000.00	155.60%	(\$5,560.00)	
Revenue Total for Dept: RESCUE SQUAD DIVE		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	
Expenditure Total for Dept: RESCUE SQUAD DI		\$0.00	\$15,560.00	\$10,000.00	155.60%	(\$5,560.00)	
Revenue Total for Fund: RESCUE SQUAD DIVE		\$0.00	\$0.00	\$0.00	0.00%	\$0.00	
Expenditure Total for Fund: RESCUE SQUAD D		\$0.00	\$15,560.00	\$10,000.00	155.60%	(\$5,560.00)	

Selection Criteria

Selected Funds: 050,	Selected Depts:
From Acct: 05004854430	From Period: 1 To Period: 16
To Acct: 05004854430	From Period Date: 9/1/2018 To Period Date:
Fiscal Year: 2019	Selected Account Type: Revenue and Expenses
Exclude Accounts With No MTD/YTD Activity? <input type="checkbox"/>	Exclude Accounts With No Budget? <input type="checkbox"/>

Budget Status By Fund/Dept - Detail Fiscal Year: 2019 **Shelby County**

Account	Account Description	MTD	YTD	Budget	% Used	Remaining
Fund: 050 - RESCUE SQUAD DIVE TEAM						
Dept: 048 - RESCUE SQUAD DIVE TEAM						
Type: Expenditure						
050-048-54430	DIVE TEAM PURCHASE EQUI	\$0.00	\$2,899.93	\$15,000.00	19.33%	\$12,100.07
	Date Voucher Description Period Type Amount					
	5/13/2019 CNV-2019 LEACH-WILSON CHEVROL-19 CHEVY 2500HD/3172 2211-3		\$29,208.00			
	6/4/2019 CNV-2019 XTREME ARMOR LLC-BEDLINER/3220 2243-1	10 D	\$924.00			
	7/10/2019 CNV-2019 GLOBAL TECHNICAL SYS-INV# 103002009-1/3289 2292-051	11 D	\$1,975.93			
	8/31/2019 CNV-2019 LEACH WILSON CHEVROL-19 CHEVY 2500HD/4225 2959-22	12 C	(\$29,208.00)			
			<u>\$2,899.93</u>			
Total For Expenditure Type		\$0.00	\$2,899.93	\$15,000.00	19.33%	\$12,100.07
Revenue Total for Dept: RESCUE SQUAD DIVE		\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Expenditure Total for Dept: RESCUE SQUAD DI		\$0.00	\$2,899.93	\$15,000.00	19.33%	\$12,100.07
Revenue Total for Fund: RESCUE SQUAD DIVE		\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Expenditure Total for Fund: RESCUE SQUAD D		\$0.00	\$2,899.93	\$15,000.00	19.33%	\$12,100.07

5-13-19 LW
 ↑
 \$29,208.00
 rcmh
 8-31-19
 390

Budget Status By Fund/Dept - Detail

Fiscal Year: 2019

Shelby County

Account	Account Description	MTD	YTD	Budget	% Used	Remaining
Fund: 001 - GENERAL						
7/10/2019	CNV-2019 BATTERY & STARTER SP-INV# 490681/3289 2292-043	11 D	\$399.80			
7/10/2019	CNV-2019 GLOBAL TECHNICAL SYS-INV# 103002009-1/3289 2292-049	11 D	\$3,000.00			
8/14/2019	CNV-2019 BATTERY & STARTER SP-INV# 490918/3377 2355-031	12 D	\$219.90			
8/14/2019	CNV-2019 SHELBY COUNTY EMA-REIMBURSE AMAZON EXP/3377 2355-033	12 D	\$962.66			
8/31/2019	CNV-2019 LEACH WILSON CHEVROL-19 CHEVY 2500HD/4225 2959-06	12 C	(\$5,000.00)			
			<u>\$10,313.61</u>			
Total For Expenditure Type		\$0.00	\$10,313.61	\$10,000.00	103.14%	(\$313.61)
Revenue Total for Dept: RESCUE SQUAD		\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Expenditure Total for Dept: RESCUE SQUAD		\$0.00	\$10,313.61	\$10,000.00	103.14%	(\$313.61)
Revenue Total for Fund: GENERAL		\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Expenditure Total for Fund: GENERAL		\$0.00	\$10,313.61	\$10,000.00	103.14%	(\$313.61)

391

Reimburse

5-13-2019
LW Wilson
Truck

8-31-2019
- 5000

Kathy Lantz

Shelby County Clerk & Recorder
301 E. Main
P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

August 13, 2010

Attention: Laura Shuster

Re: Shelby County Rescue Squad Dive Team


Dear Ms. Shuster:

This afternoon, I spoke to Michelle Campbell, member of the Shelby County Rescue Squad Dive Team, who requested that I acknowledge that the said Rescue Squad Dive Team is a part of Shelby County government. Please consider this letter acknowledgement of Ms. Campbell's request.

Enclosed, please find a copy of the most recent Shelby County levy filed in my office for 2009 payable 2010 extension of taxes. The Rescue Squad Dive Team is provided funding through the corporate levy. A copy of this tax levy is attached for your review.

Please feel free to contact me or County Board Chairman Roger Pauley if we can be of further assistance to you.

Sincerely,


Kathy A. Lantz
Shelby County Clerk/Recorder

Enclosure

BECK & CHAPMAN, P.C.
ATTORNEYS AT LAW

ROSS E. CHAPMAN

EMAIL: rec@beckchapman.com
WEBSITE: www.beckchapman.com

COLUMBIA PLAZA BUILDING, SUITE 435
350 EAST MICHIGAN AVENUE
KALAMAZOO, MICHIGAN 49007-3942

TELEPHONE (269) 349-1400
FACSIMILE (269) 349-1417

TRAVERSE CITY OFFICE

1000 South Garfield, Suite 3
Traverse City, Michigan 49686
TELEPHONE (231) 946-5655

November 29, 2011

Shelby County Dive Team
Attn: Commander Scott Enkoff
301 East Main St.
PO Box 230
Shelbyville, IL 62565

VIA FEDERAL EXPRESS

RE: SCDT v GLC

Dear Mr. Enkoff:

Enclosed is the Settlement Agreement and Mutual Release for your attention and execution and the execution of Shelby County. Also enclosed is an extra copy for you to execute.

You should also sign the last page of the Sales Order, enclosed.

After execution, you should immediately forward an executed original to Turtle Top, accompanied by your payment. If it is impossible for your payment to be made tomorrow, you should forward that to Turtle Top as soon as possible. Your transmittal should be addressed to:

Mr. Rob Cripe
Vice President
Turtle Top
67819 State Road 15
New Paris, IN 46553

Kindly also return to me a copy of the fully executed agreement.

Very sincerely yours,

ROSS E. CHAPMAN, P.C.

Ross E. Chapman

REC/dka

Enclosure

cc: Jeffery Muth w/enclosures

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Introduction. SHELBY COUNTY DIVE RESCUE TEAM, A DIVISION OF SHELBY COUNTY, its officers, directors, agents, employees, and benefactors (hereinafter "Shelby County"), and GREAT LAKE COACH SALES CO., its officers, directors, agents, and employees (hereinafter "GLC"), wish to resolve all matters in controversy between them pertaining to the sale by GLC to Shelby County of a 2011 Ford-Econoline E450, Vehicle Id No. 1FDXE4FSXBDA17069 (hereinafter "Ford E450"), which controversy is the subject of a lawsuit pending in the United States District Court for the Western District of Michigan, *Shelby County Dive Rescue Team, a Division of Shelby County, Illinois v. Great Lakes Coach Sales Co.*, Case No. 1:11-cv-00622-PLM.

1. Terms of Settlement.

- a. Shelby County represents that the Ford E450 has never been used by it and/or by any others, and is in the condition identical to the condition when Shelby County took delivery of the Ford E450. It understands that this representation is an express condition of this Agreement.
- b. Shelby County will make available to GLC and/or its designated agent the Ford E450 for inspection in order to allow GLC to ensure that the Ford E450 is in the condition identical to the condition when Shelby County took delivery of the vehicle. This inspection will take place within seven (7) days of the execution of this Agreement. GLC shall have the exclusive right to determine whether the Ford E450 is in the condition identical to the condition when Shelby County took delivery of the vehicle; and if it determines that the vehicle does not meet this required condition, the remainder of this Settlement Agreement may be determined as null and void on the exclusive prerogative of GLC. GLC shall immediately provide to Shelby County in writing its determination under this sub-paragraph upon completion of its inspection.
- c. The title to the Ford E450 shall be transferred to the joint ownership of GLC and Turtle Top Inc. (hereinafter "Turtle Top"). This shall be accomplished as soon as practicable following GLC's inspection and conclusion about the condition of the vehicle pursuant to the preceding sub-paragraph.
- d. Upon receiving the transferred title for the Ford E450, GLC and/or its agent shall take possession of the Ford E450 as soon as practicable.

- e. Shelby County shall place an order with Turtle Top for a Freightliner M2 106 (hereinafter, the "Freightliner") as revealed in the accompanying Proposal (Exhibit A). The delivery of the order shall be accompanied by a check made payable to Turtle Top in the amount of \$50,949.00. Shelby County shall have no further costs associated with the purchase of the Freightliner, unless a change order is required by Shelby County; and in such case, Shelby County understands that it will be dealing exclusively with Turtle Top pertaining to any change orders.
 - f. Shelby County shall take possession of the Freightliner when advised by Turtle Top that the vehicle is completed and ready for delivery. Delivery shall be accomplished by Shelby County at Turtle Top's factory.
2. Mutual Release. For good and valuable consideration as recited in this Agreement, Shelby County, its officers, directors, agents, employees, and benefactors hereby release and forever discharge GLC, its officers, directors, agents, and employees from any and all claims, demands causes of action of any kind, whether asserted or unasserted, for any and all time up to the execution of this Agreement. Additionally, GLC, its officers, directors, agents, employees, and benefactors hereby release and forever discharge Shelby County, its officers, directors, agents, employees and benefactors from any and all claims, demands, causes of action of any kind, whether asserted or unasserted, for any and all time up to the execution of this Agreement. Claims released include, but are not limited to, those asserted or that could be asserted in the lawsuit in the United States District Court for the Western District of Michigan, *Shelby County Dive Rescue Team, a Division of Shelby County, Illinois v. Great Lakes Coach Sales Co.*, Case No. 1:11-cv-00622-PLM. Nothing in this section shall be construed as Shelby County releasing any claims arising out of the build and delivery of the Freightliner by Turtle Top as referenced in Paragraph 1e above.
 3. Indemnification. In the event that any Released Claims are asserted in the future by The Howard G. Buffett Foundation, Shelby County shall fully indemnify Releasees, including any recoveries, and its costs of defending such claims including attorney fees incurred in the defense of such claims.
 4. Dismissal of Lawsuit. Immediately upon receiving GLC's written confirmation of the condition requirements for the Ford E450 under Paragraph 1b, and execution of a binding agreement between Turtle Top and Shelby County for the build and delivery of the Freightliner referenced in Paragraph 1e above, Shelby County shall dismiss its lawsuit in the United States District Court for the Western District of Michigan, *Shelby County Dive Rescue Team, a Division of Shelby County, Illinois v. Great Lakes Coach Sales Co.*, Case No. 1:11-cv-00622-PLM, and take all precedent actions necessary to accomplish the dismissal, including setting aside the default. The dismissal shall be with prejudice and without costs to any party.
 5. Agreement Interpretation and Forum. This Agreement shall be interpreted according to the laws of the State of Michigan. Any dispute pertaining to this Agreement shall be exclusively resolved in the United States District Court for the Western District of Michigan, unless the parties agree otherwise in writing.


6. Notices. Any notices required under this Agreement shall be delivered via regular mail to the following:

Shelby County: Jeffrey G. Muth
Barnes & Thornburg, LLP
171 Monroe Ave., NW, Suite 1000
Grand Rapids, MI 49503

GLC: Ross E. Chapman
Beck & Chapman, P.C.
350 E. Michigan Ave., Suite 435
Kalamazoo, MI 49007

7. Entire Agreement. This is the entire Agreement between the parties. No changes are effective except on mutual agreement, and in writing signed by both parties.

SHELBY COUNTY DIVE RESCUE TEAM

By: 

Its: COMMANDER

Dated: 11-30-2011

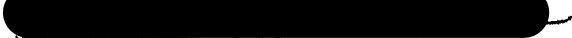
SHELBY COUNTY

By: 

Its: Chair of County Board of Shelby, DC

Dated: 12-1-2011

GREAT LAKES COACH SALES CO.

By: 

Its: President

Dated: 11/29/11

THE HOWARD G. BUFFETT FOUNDATION

December 2, 2011

Commander Scott Enkoff
Shelby County Dive Team
Rural Rte Box 182A
Shelbyville, IL 62565

Dear Scott,

The Howard G. Buffett Foundation is providing the Shelby County Dive Team with a check in the amount of \$50,694.00. This funding is restricted for the purchase of a new Freightliner vehicle from Turtle Top, Inc. If all of the funds are not used for this specific purpose, any remaining funds must be returned to the Foundation.

Upon receipt of the funds, we require that you complete and return the enclosed Acknowledgement of Charitable Contribution form within three (3) business days.

We would prefer not to receive any public recognition for this donation. To the best of your ability, we kindly ask that this contribution remain anonymous.

Please contact me directly with any questions.

Best regards,


Trisha A. Cook
Vice President of Operations and Treasurer

Enclosures

HOWARD G. BUFFETT FOUNDATION

ACKNOWLEDGEMENT OF CHARITABLE CONTRIBUTION

As a representative of my organization, I hereby acknowledge receipt of the charitable contribution made by the Howard G. Buffett Foundation. I certify that these funds represent a gift to our organization and that no benefit was provided to the Foundation or any person associated with the Foundation in return for this contribution. Furthermore, our organization maintains 501(c)(3) a tax-exempt status.

Please print or type information, sign and promptly return by fax, mail or scanned email attachment to:

Howard G. Buffett Foundation
ATTN: Vice President of Operations
145 N. Merchant St.
Decatur, IL 62523
Fax: (217) 423-9287
tac@hgbfoundation.org


ORGANIZATION NAME: Shelby County Dive Team

PROJECT TITLE: New Freightliner vehicle from Turtle Top Inc

CASH CONTRIBUTION: 50,694.00

NAME OF REPRESENTATIVE: Scott Enkoff

TITLE OF REPRESENTATIVE: Commander

SIGNATURE: 

DATE: 12/5/2011

THE HOWARD G. BUFFETT FOUNDATION
145 N. MERCHANT STREET
DECATUR, IL 62523

BuseyBANKSM
www.busey.com

70-256-711
24 Hour Call Center
7/24 Protection at Busey

5182

*** Fifty thousand six hundred ninety-four dollars and no/100 ***

DATE	AMOUNT
Dec 2, 2011	\$50,694.00

* Shelby County Dive Team



MP

DETACH AND RETAIN THIS STATEMENT
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

HOWARD G. BUFFETT FOUNDATION

PRODUCT 55200N

DATE	DESCRIPTION	AMOUNT
2/2/11	Shelby County Dive Team for purchase of a new Freightliner vehicle from Turtle Top, Inc.	\$50,694.00



67819 State Road 15 New Paris, IN 46553 PH: (574) 831-4340 FAX: (574) 831-4349
 E-mail: ttsp@turtletop.com WEB: www.turtletop.com

SALES ORDER NO:	QUO-09011-1
ACKNOWLEDGEMENT	
DISTRIBUTOR ID:	GRELAK-VS
ORDER DATE:	11/29/2011
CURRENT DATE:	11/30/2011

BILL TO:	SHIP TO:
GREAT LAKES COACH 12636 N. U.S. HWY 131 P.O. BOX 579 SCHOOLCRAFT, MI 49087-0579	GREAT LAKES COACH 12636 N. U.S. HWY 131 P.O. BOX 579 SCHOOLCRAFT, MI 49087-0579
CONTACT: HAITHWAITE, GAIL	

DESIRED SHIP DATE	PROMISED SHIP DATE	SHIP VIA	F.O.B.	PAYMENT TERMS	CUSTOMER P.O.
11/29/2011		BEST WAY	NEW PARIS, IN	NET 10	SHELBY CTY DIVE

CHASSIS VIN #:		TT SALES COORDINATOR BRENDAK
OTHER CHASSIS INFO:		
RETAIL CUSTOMER NAME:		
RETAIL CUSTOMER CONTACT NAME & PHONE:		
TURTLE TOP VEHICLE FLOOR PLAN NUMBER:		

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
MP98219-XL-12	<p>ODYSSEY XL - 98"X219" FLOOR</p> <ul style="list-style-type: none"> • Mor / Ryde suspension option is REQUIRED on ALL MPV models (N/A to FM2 XL & XLT) Note that the cost for this required option is NOT included in the body price. <p>EXTERIOR: MPV STANDARD EQUIPMENT</p> <ul style="list-style-type: none"> • Welded tubular steel cage • Welded perimeter steel floor frame & plates supported by welded "G" shape crossmembers • Seat track mounted in floors and sidewalls (where applicable) • Steel wheel well plates (steel wheel well pans on Lowered Floor) • Drive shaft guard(s) • Steel cage primered with rust inhibitor • Underbody foam sealed and undercoated • Rear mud flaps • 5/8" AdvanTech subfloor • Fiberglass front and rear cowls • Fiberglass composite exterior sidewalls • One-piece pre-molded fiberglass roof • Fiberglass saddle tank covers & cab steps (FM2 XL & XLT) • 1" polystyrene foam board insulation • Heavy-duty steel powder-coated rear bumper (Odyssey models) • Steel reinforced fiberglass rear step bumper (XL & XLT models) • Entrance door - Sedan / heavy duty built in body • LED running and clearance lights per FMVSS 108 (5 amber & 5 red) • LED stop/tail/turn lights • Manual water shutoff valves (Qty 2) F550 & FM2 XL & XLT • Exterior LED third brake light • Incandescent backup lights & LED license plate lights 	1.00	27,500.00	\$27,500.00

SALES ORDER NO:	QUO-09011-1
ACKNOWLEDGEMENT	
DISTRIBUTOR ID:	GRELAK-VS
CURRENT DATE:	11/30/2011

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
	<p><i>Ford Odyssey)</i></p> <ul style="list-style-type: none"> • Mirrors: OEM heated, remote exterior sideview mirrors with convex spot mirrors (FM2 XL & FM2 XLT) • Velvac 714524 mirrors (F550 only) Replace OEM manual telescoping mirrors • Overall white paint • White steel wheels (Ford Odyssey, GM Odyssey & FM2 XL) • Aluminum wheels with OEM Chrome Hub covers (Ford F550 XL) • Aluminum wheels FM2 Odyssey 31K XLT (Hub covers are optional for MPV) • Nitrogen tire inflation • Front end alignment check <p>INTERIOR: MPV STANDARD EQUIPMENT</p> <ul style="list-style-type: none"> • 76" interior height (GM & Ford Odyssey) • 80" interior height (Ford XL, FM2 XL & FM2 XLT) • Flat floor is standard • Smooth black rubber floor with ribbed black rubber aisle • Durable bright white reinforced fiberglass ceiling and sidewalls • Enclosed entrance step • Hand and grab rail at entrance door left side • Convenience lighting in cab and stepwell • Operator-friendly switch panel • Color-coded high temp GXL wiring • Dome lights - incandescent center ceiling • OEM Driver / Co Pilot High back captains chair (FM2 OEM seats are air suspension & air lumbar) • OEM AM/FM/CD stereo radio with dash speakers 			
MPSPCIAL	2012 FM2 214" 6.7L DSL W/ DOOR 27,380# GVWR 33,000# CGVWR 300 HP EVS	1.00	70,993.00	\$70,993.00
MPSPCIAL	CHASSIS SHRINK 214" TO 195" WB	1.00	1,125.00	\$1,125.00
INT901-GY	TRIM PKG. - INTERIOR COLOR, GRAY TRACKER PORCELAIN	1.00	0.00	\$0.00
MPSPCIAL	STD SEDAN. STYLE ENTRANCE DOOR W/WINDOW OLD STYLE	1.00	0.00	\$0.00
MPDRW420	DOUBLE REAR DOOR - DELUXE - 1520 SERIES DELUXE DOOR WITH AUTOMOTIVE ROTARY LATCHING - INCLUDES GAS STRUTS & MAGNET SWITCHES WITH WINDOWS	1.00	1,875.00	\$1,875.00
MPDRW417	BAY WINDOW - 18" h X 28 1/2" w -BOTTOM T-SLIDER W/ SCREEN	2.00	95.00	\$190.00
MPDRW416	VERTICAL RAISED WINDOW, 18" x 30"	1.00	100.00	\$100.00
MPDRW513	WINDOW FOR SIDE OR REAR DOOR, 16"X18" WINDOW FOR REAR DOORS-UPPER WINDOW (2) WINDOW FOR ENTRANCE DOOR (1)	2.00	55.00	\$110.00
MPDRW414	STITCHED AND OPAQUE BLEATED SHADE EACH			

SALES ORDER NO:	QUO-09011-1
ACKNOWLEDGEMENT	
DISTRIBUTOR ID:	GRELAK-VS
CURRENT DATE:	11/30/2011

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
	<i>COLOR: ASH</i>	5.00	55.00	\$275.00
MPDRW806	PRIVACY DRAPE	1.00	115.00	\$115.00
MPCLC108	HEATER-TOE KICK-110V ELECTRIC	2.00	310.00	\$620.00
MPCLC401	ROOF A/C-13,500 BTU W/HEAT STRIP <i>WITH REMOTE THERMOSTAT</i>	2.00	1,092.00	\$2,184.00
MPCLC501	ROOF VENT-14" FANTASTIC 4000 SERIES <i>-POWER</i>	1.00	185.00	\$185.00
MPELE213	GROUP 31 EXTREME DUTY BATTERIES (QTY. 2) <i>MOUNTED IN A VENTED SS BATTERY TRAY WITH SLIDES</i>	1.00	800.00	\$800.00
MPELE410	MICROWAVE OVEN 900-WATT, 1.0 cf,	1.00	135.00	\$135.00
MPELE503	RECEPT-110V DOUBLE, EACH	4.00	65.00	\$260.00
MPELE504	RECEPT-110V DOUBLE-GFI, EACH <i>GFI receptacles. 4 are on interior as noted on the floor plan. 2 on the curb side exterior, one next to the entry door, one towards the rear of the vehicle</i>	6.00	85.00	\$510.00
MPELE609	7.5 ONAN QUIET DIESEL GENERATOR <i>INCLUDE: BATTERY CHARGER AND GENERATOR DOOR.</i>	2.00	9,850.00	\$19,700.00
MPELE627	AUTOMATIC CHARGING RELAY	1.00	395.00	\$395.00
MPELE629	BODY LOAD DISCONNECT SWITCH	1.00	55.00	\$55.00
MPELE704	ELECTRICAL PACKAGE - BASIC 110V, 50-AMP <i>INCLUDES: 110V INLET 30' SHORE POWER CORD 50-AMP ELECTRICAL BOX 50-AMP MAIN BREAKER 50-AMP TRANSFER SWITCH</i>	2.00	575.00	\$1,150.00
MPELE705-2	CONVERTER-110V TO 12V, 60AMP W/CHARGER	1.00	355.00	\$355.00
MPSPECIAL	POWER POINT FOR RADIOS AT DESK	1.00	250.00	\$250.00
MPELE720	LED GRILL LIGHT, RED W/ FLANGE <i>SERIES 600</i>	1.00	225.00	\$225.00
MPELE721	LED GRILL LIGHT, BLUE W/ FLANGE <i>SERIES 600</i>	1.00	440.00	\$440.00
MPELE722	LED SMART LIGHT, BLUE W/ FLANGE <i>SERIES 900</i>	4.00	850.00	\$3,400.00
MPELE723	LED SMART LIGHT, RED W/ FLANGE <i>SERIES 900</i>	4.00	450.00	\$1,800.00
MPELE724	SIREN PACKAGE - SIREN W/ SPEAKER	1.00	840.00	\$840.00
MPFLR100-01	FLOOR-SMOOTH RUBBER , BLACK	1.00	0.00	\$0.00
MPFLR113	FLOOR DRAIN (EACH)	1.00	90.00	\$90.00

SALES ORDER NO:	QUO-09011-1
ACKNOWLEDGEMENT	
DISTRIBUTOR ID:	GRELAK-VS
CURRENT DATE:	11/30/2011

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
	FIRST AID KIT (25-UNIT) FIRE EXTINGUISHER (5#) ROAD KIT (3 REFLECTIVE TRIANGLES)	1.00	95.00	\$95.00
MPSFY301	BACK-UP ALARM	1.00	50.00	\$50.00
MPSFY302	REAR EXIT AJAR-LIGHT & ALARM <i>For rear door or rear exit window</i>	1.00	65.00	\$65.00
MPSFY304	CARBON MONOXIDE MONITOR	1.00	115.00	\$115.00
MPSFY339	REAR OBSERVATION CAMERA SYSTEM - 6" COLOR BACKUP MIRROR LCD MONITOR - .5 LUX LOW LIGHT CAMERA	1.00	700.00	\$700.00
MPLTS215	PANCAKE LIGHT-SINGLE-12V	2.00	35.00	\$70.00
MPLTS217	FIXED SCENE LIGHTS <i>MOUNTED ON ANGLED BEZEL</i>	6.00	185.00	\$1,110.00
MPLTS301	FLUORESCENT LIGHT-2'-110V <i>W/2 40-WATT BULBS</i>	2.00	115.00	\$230.00
MPLTS302	FLUORESCENT LIGHT-4'-110V <i>W/2-40-WATT BULBS</i>	2.00	115.00	\$230.00
MPSPECIAL	RED/WHITE NIGHT VISION LIGHTS	4.00	20.00	\$80.00
INT210	STANDEE RAIL - CEILING-JUST 1/2 <i>(REQUIRES PTR501) INCLUDES 8" STEEL BACKER PLATE</i>	0.50	256.00	\$128.00
MPINT900	CABINTRY -TOPS: GRAPHITE SPEKTRUM AEO21 <i>BASES: OPTI GRAY #SG213</i>	1.00	11,250.00	\$11,250.00
MPSPECIAL	DVIDER WALL W/POCKET DOOR	1.00	1,030.00	\$1,030.00
MPPLM107	EXTERIOR HOT/COLD HANDHELD SHOWER W/DOOR	1.00	165.00	\$165.00
MPSPECIAL	50 GALLON WATER TANK-FOR SHOWER USE	1.00	96.00	\$96.00
MPSPECIAL	HOLDING TANK HEATER	1.00	175.00	\$175.00
MPSPECIAL	12V WATER SYSTEM-POWER	1.00	325.00	\$325.00
MPEXT208	DIAMOND PLATE REAR BUMPER W/ STEP	1.00	1,290.00	\$1,290.00
MPEXT210F-XL	AUTOMATIC REAR FOLD-DOWN STEP ODY XLT	1.00	550.00	\$550.00
MPEXT705	LEVELING JACKS-AUTOMATIC	1.00	4,090.00	\$4,090.00
MPEXT709	CLASS IV HITCH W/ INSTALLATION-SPECIAL	1.00	1,250.00	\$1,250.00
MPEXT914	AWNING - 16 FOOT MANUAL	1.00	1,605.00	\$1,605.00
MPSTS-DC	TASK CHAIR WITH TIE-DOWNS	1.00	220.00	\$220.00

SALES ORDER NO:	QUO-09011-1
ACKNOWLEDGEMENT	
DISTRIBUTOR ID:	GRELAK-VS
CURRENT DATE:	11/30/2011

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
		2.00	12.00	\$24.00
SUB TOTAL				\$160,620.00
GRAND TOTAL				\$160,620.00

Sales Order Approval:

Financial Arrangement:

Please review the preceeding order information for content and accuracy. Advise immediately if discrepancies are found, by marking the errors and/or changes and faxing back to the Turtle Top sales office, Fax: (574) 831-4349.

" THIS ORDER WILL NOT BEGIN PRODUCTION WITHOUT A SIGNED CONFIRMATION"

Please check one:

- "THIS ORDER IS CORRECT AS PRINTED"
 "THIS ORDER IS CORRECT WITH NOTED CHANGES"

Please check one:

- C.O.D.
 NET 10 DAYS
 FINANCE COMPANY

Jamei Boyer

ORDER CONFIRMATION SIGNATURE

DATE

TURTLE TOP COORDINATOR



Mission Statement:

"To furnish the customer the best mid-sized bus in the bus industry in both quality of material and workmanship."

COUNTY BOARD OF SHELBY COUNTY, ILLINOIS - GENERAL CLAIMS

706

12/14/2011

4465-35706-2

Obligat'n	Description	Invoice number	Invoice 2	Amount
67849	SHELBY CO.DIVE TEAM,VAN			50,949.00
	*** Total ***			50,949.00

BOARD OF SHELBY COUNTY
SHELBYVILLE, ILLINOIS 62565
GENERAL CLAIMS

BUSEY BANK 70-256
711

35706

4465-35706-2

CHECK NO.

DATE

AMOUNT

12/14/2011

*****50,949.00

** Fifty Thousand Nine Hundred Forty Nine Dollars and 00 Cents **

TURTLE TOP

County Clerk

County Treasurer

Security features. Details on back.

BECK & CHAPMAN, P.C.
ATTORNEYS AT LAW

ROSS E. CHAPMAN

EMAIL: rec@beckchapman.com
WEBSITE: www.beckchapman.com

COLUMBIA PLAZA BUILDING, SUITE 435
350 EAST MICHIGAN AVENUE
KALAMAZOO, MICHIGAN 49007-3942

TELEPHONE (269) 349-1400
FACSIMILE (269) 349-1417

TRAVERSE CITY OFFICE

1000 South Garfield, Suite 3
Traverse City, Michigan 49686
TELEPHONE (231) 946-5655

November 29, 2011

Shelby County Dive Team
Attn: Commander Scott Enkoff
301 East Main St.
PO Box 230
Shelbyville, IL 62565

VIA FEDERAL EXPRESS

RE: SCDT v GLC

Dear Mr. Enkoff:

Enclosed is the Settlement Agreement and Mutual Release for your attention and execution and the execution of Shelby County. Also enclosed is an extra copy for you to execute.

You should also sign the last page of the Sales Order, enclosed.

After execution, you should immediately forward an executed original to Turtle Top, accompanied by your payment. If it is impossible for your payment to be made tomorrow, you should forward that to Turtle Top as soon as possible. Your transmittal should be addressed to:

Mr. Rob Cripe
Vice President
Turtle Top
67819 State Road 15
New Paris, IN 46553

Kindly also return to me a copy of the fully executed agreement.

Very sincerely yours,

BECK & CHAPMAN, P.C.


Ross E. Chapman

REC/dka

Enclosure

cc: Jeffery Muth w/enclosures

CHECK AMOUNT

\$ 50,949.00

BUYERS ORDER

Leach-Wilson Chevrolet Buick Co
 145 W Main St
 SHELBYVILLE, IL 62565
 PHONE: (217)774-3975 FAX: (217)774-3667

THANK YOU!
 We Appreciate Your Patronage.

BUYERS ORDER				ORDER #	DATE	STOCK #	
Leach-Wilson Chevrolet Buick Co 145 W Main St SHELBYVILLE, IL 62565 PHONE: (217)774-3975 FAX: (217)774-3667					5/11/2019	51141	
				Description		Amount	
				Selling Price		34,580.00	
				Fees and Taxes			
				Taxes		N/A	
				License Fees		8.00	
				Title Fees		95.00	
				Registration Fees		25.00	
				GAP		N/A	
				VSI		N/A	
				Total Fees and Taxes		128.00	
				Total Cash Price		34,708.00	
PURCHASER'S NAME & ADDRESS				Other Charges			
Shelby County Dive Team 301 E Main Shelbyville, IL 62565				Service Contract			
				N/A Months N/A Miles			
				Extended Warranty			
				N/A Months N/A Miles			
				Maintenance Plan			
				N/A Months N/A Miles			
				Total Other Charges			
				Total Price			
				34,708.00			
Dealership Personnel				Settlement			
Sales Person #1 Bill Leach				Deposit Amount			
Sales Person #2				Cash on Delivery			
Business Mgr. Bill Leach				Rebate(s)			
				Note Due			
Lien Holder Information				Total Trade Allowance			
				500.00			
				Total Trade Payoff			
				N/A			
				Net Trade Amount			
				500.00			
				Total Cash Down			
				500.00			
				Total Balance Due			
				34,208.00			
Ins. Co. Policy # Agent				Total Trade Allowance Total Trade Payoff Net Trade Amount			
				500.00			
				N/A			
				500.00			
				500.00			
(Seller) [Redacted] 5/11/2019 (Date)							
(Purchaser) 5/11/2019 (Date)							
(Co-Purchaser) (Date)							
NO LIABILITY INSURANCE INCLUDED							
Used Vehicle(s) Traded							
Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #	
1998	GMC	Yukon			1GKEK13R1WJ724755	51141A	
Allowance	Payoff	Payoff To					
500.00							
Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #	
Allowance	Payoff	Payoff To					

NEED TAX # for County
 +
 Make Sure Address OKAY

Volunteer Application

We appreciate you taking the time to fill out this application. All information obtained in this application will remain private and confidential.

PLEASE PRINT CLEARLY

General Information

Last Name: _____
Middle Name: _____ First Name: _____

Home Address: _____
City: _____ State: _____ Zip Code: _____

Date of birth: _____ Gender: Male - Female

Telephone: Home: (____) _____ - _____ Best time to call: _____ AM - PM
Cell: (____) _____ - _____

Do you possess a valid driver's license? Yes - No

License # _____ Expiration date: _____

Do you possess a minimum class B driver's license? Yes - No

If NO, are you willing to obtain a Class B driver's license? Yes - No

Do you possess any Public Safety Dive Team experience? Yes - No

If yes, please explain: _____

Do you possess any current diving certifications? Yes - No

If Yes, please explain: _____

If you do not possess any current diving certificates, are you interested in and willing to obtain certification? Yes - No

Do you possess any prior experience in any type of emergency services? Yes - No

If Yes, please explain: _____

Person to contact in case of an emergency: _____

Relationship: _____

Phone: (____) _____ - _____

413

Complete Address of Seller			Complete Address of Buyer		
City	State	ZIP	City	State	ZIP
Under penalties of perjury, I hereby certify that the foregoing is true and correct under the laws of the United States.					
Seller's Signature		Printed Name of Seller		Date	

416

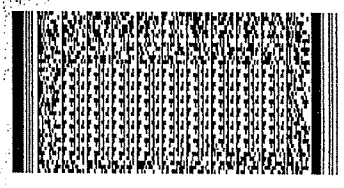
CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO. 1GCNKPE06CZ225377 YEAR 2012 MAKE CHEVROLET MODEL K1500 SILVERADO BODY STYLE PICKUP TITLE NO. X2107626266

DATE ISSUED 04/16/12 ODOMETER 1 CCM MOBILE HOME SQ. FT. PURCHASED 02/17/12 TYPE OF TITLE ORIGINAL
NEW

MAILING ADDRESS

SHELBY COUNTY
PO BOX 230
SHELBYVILLE IL 62565-0230



LEGEND(S)

OWNER(S) NAME AND ADDRESS
SHELBY COUNTY
PO BOX 230
SHELBYVILLE IL 62565-0230

ACTUAL MILEAGE

FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN
The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Firm Name _____ By _____ Signature of Authorized Agent _____ Date _____
Firm Name _____ By _____ Signature of Authorized Agent _____ Date _____



NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.
Secured Party: _____ Address: _____

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:
 1. The mileage stated is in excess of its mechanical limits. *If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application.
 2. The odometer reading is not the actual mileage. **WARNING-ODOMETER DISCREPANCY.**
 ODOMETER READING: NO TENTHS
 Signature(s) of Seller(s) _____
 Printed Name(s) of Seller(s) _____ DATE OF SALE _____
 I am aware of the above odometer certification made by seller.
 Signature(s) of Buyer(s) _____ Printed Name _____

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any. IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS, AT SPRINGFIELD.
 CONTROL NO. J3425398


 JESSE WHITE, Secretary of State

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

MUST BE COMPLETED BY SELLER DO NOT DETACH UNTIL SOLD NOTICE OF SALE SEE INSTRUCTIONS ON REVERSE



CHEVROLET 2012 1GCNKPE06CZ225377 _____
 Vehicle Make Vehicle Year Vehicle Identification Number (VIN) Date
 Name of Seller (Current Registered Owner) Name of Buyer
 Complete Address of Seller Complete Address of Buyer
 City State ZIP City State ZIP

Under penalties of perjury, I hereby certify that the foregoing is true and correct under the laws of the United States.
 Seller's Signature Printed Name of Seller Date



Prepared for: Mr. Cody Brands

Shelby County District 9

Prepared by: Richie Wellenkamp

10/31/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 370

Pricing Summary - Single Vehicle

<i>Vehicle Pricing</i>	\$38,125.00
Total Illinois Government Price including everything listed in the attached pages.	\$38,125.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Cody Brands

Shelby County District 9

Prepared by: Richie Wellenkamp

10/31/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 370

As Configured Vehicle

Code	Description
Base Vehicle	
F1C	Base Vehicle Price (F1C)
Packages	
101A	Equipment Group 101A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail. - 3.55 Axle Ratio - Tires: 245/70R17 BSW A/S - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/4 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.
Powertrain	
99P	Engine: 2.7L V6 EcoBoost <i>Includes auto start-stop technology.</i> <i>Includes:</i> - GVWR: 6,170 lb Payload Package
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i>
X19	3.55 Axle Ratio
NONGV	GVWR: 6,170 lb Payload Package
Wheels & Tires	
STDTR	Tires: 245/70R17 BSW A/S
64C	Wheels: 17" Silver Steel
Seats & Seat Trim	
A	Vinyl 40/20/40 Front Seat
Other Options	

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Shelby County District 9

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10/31/2023



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 370

As Configured Vehicle (cont'd)

Code	Description
141WB	141" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo w/4 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>
Fleet Options	
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Emissions	
425	50 State Emissions
Exterior Color	
YZ_01	Oxford White
Interior Color	
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat
Upfit Options	
Fire	Fire Extinguisher w/Vehicle Mount

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Price Level: 370

As Configured Vehicle (cont'd)

Code	Description
MLT	New M License/Title

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Price Level: 370

Selected Equip & Specs

Dimensions

• Conventional Capacity: 5,000 lbs. • GCWR: 9,600 lbs. • Fifth-wheel towing capacity: 5,000 lbs. • Gooseneck towing capacity: 5,000 lbs. • Cargo box length: 96.0" • Cargo box min width: 51.1" • Cargo box volume: 77.4 cu.ft. • Pickup box depth: 21.4" • Cargo box max width: 65.2" • Cargo box tailgate width: 60.3" • Cargo box length feet: 8.0 • Vehicle body length: 227.7" • Vehicle body width: 79.9" • Vehicle body height: 75.2" • Wheelbase: 141.0" • Vehicle turning radius: 23.2' • Frame section modulus: 4.7 cu.in. • Frame yield strength (psi): 34800.0 • Front bumper to front axle: 37.8" • Front brake diameter: 13.8" • Rear brake diameter: 13.2" • Interior rear cargo volume: 8.8 cu.ft. • Max interior rear cargo volume: 8.8 cu.ft. • Total passenger volume: 64.7 cu.ft. • Headroom first-row: 40.8" • Leg room first-row: 43.9" • Shoulder room first-row: 66.7" • Hip room first-row: 62.5"

Powertrain

* **EcoBoost 2.7L V-6 port/direct injection, DOHC, Ti-VCT variable valve control, twin turbo, engine with 325HP** • Engine cylinders: V-6 • Spark ignition system • **Horsepower: 325 HP@5000 RPM** • **Torque: 400 lb.-ft.@3000 RPM** • Radiator • Auto stop-start engine • Driver selectable drivetrain mode • 10-speed automatic • Rear-wheel drive • Recommended fuel: regular unleaded • Easy Fuel capless fuel filler • All-speed ABS and driveline traction control

Fuel Economy and Emissions

* **Fuel economy (city/highway/combined): 20 mpg/26 mpg/22 mpg** • **Fuel economy city: 20 mpg** • **Fuel economy highway: 26 mpg** • Gasoline secondary fuel type • **Fuel economy combined: 22 mpg** • LEV3-ULEV70 emissions • Alternate fuel economy city: 14 mpg • Alternate fuel economy (city/highway/combined): 14 mpg/18 mpg/16 mpg • Alternate fuel economy highway: 18 mpg • E85 additional fuel types • Alternate fuel economy combined: 16 mpg

Suspension and Handling

• Standard ride suspension • Heavy-duty front shock absorbers • Heavy-duty rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Electronic parking brake • Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system • Automatic brake hold • Brake assist system • Hill Start Assist • Independent front suspension • Double wishbone front suspension • Front anti-roll bar • Front coil springs • Rigid axle rear suspension • Leaf spring rear suspension • Speed sensitive power steering • Electric power-assist steering system • Rack-pinion steering • 2-wheel steering system

Body Exterior

• Trailer wiring harness • 2 doors • Standard style pickup box • Pickup bed-rail protectors • Clearcoat paint • Monotone paint • Black side window trim • Black door handles • Black front bumper • Body-coloured front bumper rub strip • Black rear bumper • Rear bumper step • Black grille • Black door mirrors • Standard style side mirrors • Tailgate • Active grille shutters • Active aerodynamics • P245/70RS17 AS BSW front and rear tires • 17 x 7.5-inch front and rear silver steel wheels

Convenience

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Price Level: 370

Selected Equip & Specs (cont'd)

- Power door locks with 2 stage unlocking • Keyfob activated door locks • All-in-one remote fob and ignition key • Auto-locking doors • Power tailgate/rear door lock • Cruise control with steering wheel mounted controls • FordPass Connect smart device vehicle start control • Day/Night rearview mirror • Power first-row windows • Tailgate Assist easy lift tailgate • Fixed rear windshield • Locking glove box • Front beverage holders • 4 beverage holders • Driver and passenger door bins • Instrument panel bin • Dashboard storage • Cabback insulator • Retained accessory power • PRND in IP • Trip computer • Over the air updates

Comfort

- Manual climate control • Cabin air filter • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

- Seating capacity: 3 • 40-20-40 split-bench front seat • Split-bench front seat • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Front seat center armrest • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • **Vinyl front seat upholstery**

Entertainment Features

- 2 total number of 1st row displays • 8 inch primary LCD display • Primary touchscreen display • AM/FM stereo radio • In-vehicle audio • AM radio • FM radio • Seek scan • Radio data system (RDS) • Auxiliary input jack • SYNC 4 external memory control • Internet radio capability • Speakers number: 4 • Standard grade speakers • Steering wheel mounted audio controls • SYNC 4 voice activated audio controls • Speed sensitive volume • Bluetooth wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

- Analog instrumentation display • Trip odometer • In-radio display clock • Compass • Exterior temperature display • Gauge cluster display size (inches): 4.00 • Tachometer • Oil pressure gauge • Engine/electric motor temperature gauge • Voltmeter • Transmission fluid temperature gauge • Light tinted windows • Aero-composite headlights • Halogen headlights • Ford Co-Pilot360 - Autolamp auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • Ford Co-Pilot360 - Auto High Beam auto high-beam headlights • DRL preference setting • Variable intermittent front windshield wipers • Front reading lights • Illuminated entry • Variable instrument panel light • Daytime running lights • High mounted center stop light • Pickup box cargo light • Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device • SYNC 4 handsfree wireless device connectivity • AppLink/Apple CarPlay and Android Auto smart device wireless mirroring • FordPass Connect 4G mobile hotspot internet access • 4 USB ports

Safety and Security

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Selected Equip & Specs (cont'd)

• Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • Airbag occupancy sensor • 6 airbags • Front height adjustable seatbelts • Front seatbelt pretensioners • 2 seatbelt pre-tensioners • SecuriLock immobilizer • Remote panic alarm • Security system • Lane Keeping Alert • Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation • Pre-Collision Assist with Pedestrian Detection • Driver Alert • MyKey restricted driving mode • Rear mounted camera • AdvanceTrac with Curve Control electronic stability control system with anti-roll • Reverse Sensing System rear parking sensors

Dimensions

General Weights

* Curb weight	4,275 lbs.	* Rear curb weight	1,699 lbs.
* GVWR	6,170 lbs.	* Payload	1,895 lbs.

Trailer Weights

Fifth-wheel towing capacity	5,000 lbs.	Gooseneck towing capacity	5,000 lbs.
Conventional capacity	5,000 lbs.	GCWR	9,600 lbs.

Front Weights

* Front curb weight	2,576 lbs.	GAWR front	2,850 lbs.
Axle capacity front	3,750 lbs.	Spring rating front	2,850 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

GAWR rear	3,400 lbs.	Axle capacity rear	4,800 lbs.
Spring rating rear	3,400 lbs.	Tire/wheel capacity rear	4,498 lbs.

Off Road

Min ground clearance	8.3"	Loading floor height	33.9"
Approach angle	24.1	Departure angle	24.7

Exterior Measurements

Vehicle body length	227.7"	Vehicle body width	79.9"
Vehicle body height	75.2"	Wheelbase	141.0"
Cargo box length	96.0"	Front brake diameter	13.8"
Cargo box min width	51.1"	Rear brake diameter	13.2"
Cargo box volume	77.4 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	8.0	Vehicle turning radius	23.2"
Frame section modulus	4.7 cu.in.	Frame yield strength (psi)	34800.0
Front bumper to front axle	37.8"		

Interior Measurements

Interior rear cargo volume	8.8 cu.ft.	Max interior rear cargo volume	8.8 cu.ft.
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Interior Volume

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Price Level: 370

Selected Equip & Specs (cont'd)

Total passenger volume 64.7 cu.ft.

Headroom

Headroom first-row 40.8"

Legroom

Leg room first-row 43.9"

Shoulder Room

Shoulder room first-row 66.7"

Hip Room

Hip room first-row 62.5"

Powertrain

Engine

* Engine **EcoBoost 2.7L V-6 port/direct injection, DOHC, Ti-VCT variable valve control, twin turbo, engine with 325HP**

Valves per cylinder 4

Engine cylinders V-6
Ignition Spark ignition system

Engine location Front mounted engine
Engine mounting direction Longitudinal mounted engine

* Engine block material **Iron engine block**

Cylinder head material Aluminum cylinder head

Engine Specs

* Displacement 2.7L

* cc 164 cu.in.

* Bore 3.27"

* Stroke 3.27"

* Compression ratio 10.0

* SAEJ1349 **AUG2004 compliant**

Engine Power

* Horsepower **325 HP@5000 RPM**

* Torque **400 lb.-ft.@3000 RPM**

Alternator

Alternator amps 200A

Alternator type Regular duty alternator

Battery

Battery amps 70Ah

Battery type Lead acid battery

Battery rating 610CCA

Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator

Start-stop engine Auto stop-start engine

Drivetrain selectable Driver selectable drivetrain mode

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Price Level: 370

Selected Equip & Specs (cont'd)

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control		

Drive Type

Drive type Rear-wheel drive

Drivetrain

Axle ratio 3.55

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler Fuel tank capacity 23.01 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type * Fuel economy combined 22 mpg

* Fuel economy city 20 mpg * Fuel economy highway 26 mpg

* Fuel economy (city/highway/combined) 20 mpg/26 mpg/22 mpg Fuel economy status Current fuel economy status

Alternate fuel economy status Current alternate fuel economy status

Emissions

Emissions LEV3-ULEV70 emissions Emissions tiers Tier 3 Bin 70 emissions

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Price Level: 370

Selected Equip & Specs (cont'd)

Fuel Economy (Alternate 1)

Additional fuel types	E85 additional fuel types	Alternate fuel economy city	14 mpg
Alternate fuel economy highway	18 mpg	Alternate fuel economy combined	16 mpg
Alternate fuel economy (city/highway/combined)	14 mpg/18 mpg/16 mpg		

Green Values

* Energy Impact Score (Barrels per year)	13.5	* Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	8.1
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Suspension and Handling

Suspension

Suspension	Standard ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake
ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
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Front Suspension

Anti-roll bar front	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Double wishbone front suspension		

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs
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Rear Spring

Springs rear	Rear leaf springs	Rear springs	Regular grade rear springs
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Rear Suspension

Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
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Selected Equip & Specs (cont'd)

Steering

Steering Electric power-assist steering system
Speed sensitive steering Speed sensitive power steering

Steering type Rack-pinion steering
Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 17" Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 17" Rear wheels width 7.5"

Front And Rear Wheels

Appearance silver Material steel

Front Tires

Aspect 70 Diameter 17"
Sidewalls BSW Speed S
Tread AS Type P
Width 245mm

Rear Tires

Aspect 70 Diameter 17"
Sidewalls BSW Speed S
Tread AS Type P
Width 245mm

Body Exterior

Trailer

* Towing capability Trailer towing capability * Towing class Class IV tow rating
* Towing hitch Trailer hitch Towing wiring harness Trailer wiring harness
Towing trailer sway Trailer sway control

Exterior Features

Box style Standard style pickup box Number of doors 2 doors

Body

Body panels Aluminum body panels with side impact beams

Spare Tire

Spare tire Full-size spare tire with steel wheel Spare tire location Crank-down spare tire

Wheels

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Selected Equip & Specs (cont'd)

Wheel covers

Wheel hub covers

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking

Keyfob door locks Keyfob activated door locks

All-in-one key All-in-one remote fob and ignition key

Auto door locks Auto-locking doors

Tailgate control Power tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 1 12V power outlet

Pickup Box

Easy lift tailgate Tailgate Assist easy lift tailgate

Rear Windshield

Rear windshield Fixed rear windshield

Storage

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Selected Equip & Specs (cont'd)

Door bins front Driver and passenger door bins

Beverage holders Front beverage holders

Instrument panel storage Instrument panel bin

Number of beverage holders 4 beverage holders

Glove box Locking glove box

Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows

One-touch down window Driver and passenger one-touch down windows

Miscellaneous

Cabback insulator Cabback insulator

PRND in IP PRND in IP

Over the air updates Over the air updates

Trip computer Trip computer

Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel telescopic steering wheel Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

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Price Level: 370

Selected Equip & Specs (cont'd)

Front Seat Trim

* **Front seat upholstery** **Vinyl front seat upholstery** Front seatback upholstery Carpet front seatback upholstery

Interior Accents

Interior accents Metal-look interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display Primary touchscreen display Number of first-row LCD displays 2 total number of 1st row displays
LCD primary display size 8 inch primary LCD display

Radio Features

Aux input jack Auxiliary input jack External memory control SYNC 4 external memory control
Seek scan Seek scan RDS Radio data system (RDS)
Internet radio capability Internet radio capability

Speakers

Speakers Standard grade speakers Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls Speed sensitive volume Speed sensitive volume
Voice activated audio SYNC 4 voice activated audio controls Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer Instrumentation display Analog instrumentation display

Instrumentation Displays

Temperature display Exterior temperature display Clock In-radio display clock
Compass Compass

Instrumentation Gauges

Tachometer Tachometer Oil pressure gauge Oil pressure gauge

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Selected Equip & Specs (cont'd)

Transmission temperature gauge
fluid temperature gauge
Transmission
Engine/electric motor temperature gauge
Engine/electric motor temperature gauge

Voltmeter
Gauge cluster display size (inches) 4.00

Instrumentation Warnings

Engine temperature warning
warning
Low fuel warning
Low fuel warning
Battery charge warning
Battery charge warning
Key in vehicle warning
Key in vehicle warning
Service interval warning
Service interval indicator

Oil pressure warning
Oil pressure warning
Low brake fluid warning
Low brake fluid warning
Headlights on reminder
Headlights on reminder
Door ajar warning
Door ajar warning
Low tire pressure warning
Tire specific low air pressure warning

Glass

Tinted windows
Light tinted windows

Headlights

Headlights
Halogen headlights
Auto headlights
Ford Co-Pilot360 - Autolamp auto on/off headlight control
Delay off headlights
Delay-off headlights
DRL preference setting
DRL preference setting

Headlight type
Aero-composite headlights
Multiple headlights
Multiple enclosed headlights
Auto high-beam headlights
Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Front Windshield

Wipers
Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry
Illuminated entry
Front reading lights
Front reading lights

Variable panel light
Variable instrument panel light

Lights

Running lights
Daytime running lights
High mount stop light
High mounted center stop light

Interior courtesy lights
Fade interior courtesy lights
Pickup box cargo light
Pickup box cargo light

Technology and Telematics

Connectivity

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared for: Mr. Cody Brands

Shelby County District 9

Prepared by: Richie Wellenkamp

10/31/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 370

Selected Equip & Specs (cont'd)

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration AppLink/Apple CarPlay and Android Auto smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports 4 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Occupancy sensor Airbag occupancy sensor

Overhead airbags Safety Canopy System curtain first-row overhead airbags

Seatbelts

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners Front seatbelt pretensioners

Seatbelt pretensioners number 2 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer Security system Security system

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Keeping Alert

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Driver attention monitor Driver Alert

Restricted driving mode MyKey restricted driving mode

Cameras

Rear camera Rear mounted camera

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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2023 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 370

Selected Equip & Specs (cont'd)

Traction Control

Electronic stability control AdvanceTrac with
Curve Control electronic stability control
system with anti-roll

Parking Sensors

Parking sensors Reverse Sensing System rear
parking sensors

ANIMAL CONTROL ORDINANCE OF SHELBY COUNTY
CHAPTER I
GENERAL PROVISIONS

14-01-"0"

DEFINITIONS: For the purpose of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. **ACT:** The Illinois Animal Control Act, Chapter 510, Section 1 et sq. of the Illinois Compiled Statutes.
- 1.2 **ADMINISTRATOR:** means a veterinarian licensed by the State of Illinois and appointed pursuant to this Ordinance or in the event a veterinarian cannot be found and appointed pursuant to this Ordinance, a non-veterinarian may serve as Administrator under this Ordinance. In the event the Administrator is not a veterinarian, the Administrator shall defer to the veterinarian regarding all medical decisions.
- 1.3 **ANIMAL:** means every living creature, other than man, which may be affected by rabies.
- 1.4 **ANIMAL CONTROL OFFICER:** An employee of Shelby County whose duty it is to enforce the provisions of this ordinance and state law.
- 1.5 **AT LARGE:** Any animal not under restraint as defined herein.
- 1.6 **BOARD:** The Shelby County Board.
- 1.7 **CAT:** means Felis Catus.
- 1.8 **CONFINED:** means restriction of an animal at all times by the owner, or his agent, to an escape-proof building, house, or other enclosure away from other animals and the public.
- 1.9 **DEPARTMENT:** The Department of Agriculture of the State of Illinois.
- 1.10 **DOG:** All animals, regardless of sex, and the members of the family Canidae.
- 1.11 **ENCLOSURE:** means a fence or structure of at least six feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious dog in conjunction with other measures that may be taken by the owner or keeper, such as tethering of the vicious dog within the enclosure. The enclosure shall be securely enclosed and locked and designed with secure sides, top, and bottom and shall be designed to prevent the animal from escaping from the enclosure. If the enclosure is a room within a residence, it cannot have direct ingress from or egress to the outdoors unless it leads directly to an enclosed pen and the door must be locked. A vicious dog may be allowed to move about freely within the entire residence if it is muzzled at all times.

1.12 **FERAL CAT:** means a cat that (i) is born in the wild or is the offspring of an owned or feral cat and is not socialized, (ii) is a formerly owned cat that has been abandoned and is no longer socialized, or (iii) lives on a farm.

1.13 **HAS BEEN BITTEN:** means has been seized with teeth or jaws so that the person or animal seized has been nipped, gripped, wounded or pierced.

1.14 **IMPOUNDED:** Taken into the custody of the public animal control facility in the city, town or county where the animal is found.

1.15 **INOCULATIONS AGAINST RABIES:** The injection of an anti-rabies vaccine approved by the Department of Agriculture.

1.16 **INTACT ANIMAL:** means an animal that has not been spayed or neutered.

1.17 **LEASH:** A cord, rope, strap, or chain which shall be securely fastened to the collar or harness of a dog or other animal and shall be of sufficient strength to keep such a dog or other animal under control.

1.18 **LICENSED VETERINARIAN:** A veterinarian licensed by the State in which he or she engages in the practice of veterinary medicine.

1.19 **OWNER:** means any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his care, or acts as its custodian, or who knowingly permits a dog to remain on any premises occupied by him or her. "Owner" does not include a feral cat caretaker participating in a trap, spay/neuter, return or release program.

1.20 **PERSON:** Any individual, firm, corporation, partnership, society, association or other legal entity or private institution, the State of Illinois, municipal corporation or political subdivision of the State, or any business unit.

1.21 **POUND OR ANIMAL SHELTER:** a facility approved by the County Administrator for the purpose of enforcing this Act and used as a shelter for seized, stray, homeless, abandoned or unwanted dogs or other animals.

1.22 **PUBLIC ENTRANCE:** The entranceway of a residence or other building closest to the public street or sidewalk or one which would be reasonably perceived by the public to be the entrance to the dwelling available for public use.

1.23 **REGISTRATION CERTIFICATE:** A printed form prescribed by the Department for the purpose of recording pertinent information as required by the Department under this Act.

1.24 **RESTRAINT:** an animal is under restraint if it is:

- A. Attached to a leash held by a responsible person;

- B. Attached to or enclosed in a structure or fixture in such a manner that it is unable to reach beyond the limits of the owner's or keeper's property and is unable to reach or molest service persons or casual visitors to the owner's or keeper's property using the public entrance or persons placing mail in the mailboxes or delivering newspapers at the request of the owner; or
- C. Enclosed in a fenced yard from which it is unable to escape without assistance from a person.

1.25 SERIOUS PHYSICAL INJURY: means a physical injury that creates a substantial risk of death or that causes death, serious disfigurement, protracted impairment of health, impairment of the function of any bodily organ, or plastic surgery.

CHAPER II **DUTIES AND POWERS**

2.1 DUTIES OF ADMINISTRATION

- A. It shall be the duty of the Administrator or the Deputy Administrator, through sterilization, humane education, rabies inoculation, stray control, impoundment, quarantine, and any other means deemed necessary, to control and prevent the spread of rabies and to exercise dog overpopulation control. It shall also be the duty of the Administrator to investigate and substantiate all claims made under Section 19 of this Act.
- B. The Administrator, Deputy Administrators, and Animal Control Wardens may issue and serve citations and orders for violations of this Act. The Administrator, Deputy Administrators, and Animal Control Wardens may not carry weapons unless they have been specifically authorized to carry weapons by county ordinance. Animal Control Wardens, however, may use tranquilizer guns and other non-lethal weapons and equipment without specific weapons authorization. A person authorized to carry firearms by county ordinance under this subsection must have completed the training course for peace officers prescribed in the Peace Officer Firearm Training Act. The cost of this training shall be paid by the County. Citations sent to the Shelby County State's Attorney's Office shall be accompanied by a factual report.
- C. The Sheriff and all Sheriff's Deputies and Municipal Police Officers shall cooperate with the Administrator and his or her representatives in carrying out the provisions of this Act.
- D. The Administrator and Animal Control Wardens shall aid in the enforcement of the Humane Care for Animals Act and have the ability to impound animals and apply for security positing for violation of that Act.

2.2 AUTHORITY TO IMPOUND ANIMALS AND ENTER ON TO PRIVATE PROPERTY

- A. It shall be the duty of animal control officers, and other specifically designated by the County to enforce any of the provisions of this Ordinance or statutes of the State as they pertain to animals.
- B. The employees and officers of Shelby County are authorized to go on private property in order to enforce this Ordinance or to take up any animal which is found at large or take up any dog found without required inoculation, licensing or identification tags; however, such persons may not enter a private dwelling or attached structure or house for this purpose without a valid court order or the consent of an occupant.

2.3 INTERFERENCE WITH ENFORCEMENT: No person shall, in any way, interfere with any person who is known to such person to be or who identifies himself to be a county employee or officer enforcing the provisions of this Ordinance or engaged in catching or impounding any animal under the authority of this Ordinance of State Law.

**CHAPTER III
INNOCULATIONS**

3.1 Every owner of a dog 4 months or more of age shall have each dog inoculated against rabies by a licensed veterinarian. Every dog shall have a second rabies vaccination within one year of the first. Terms of subsequent vaccine administration and duration of immunity must be in compliance with USDA licenses of vaccines used. Evidence of such rabies inoculation shall be entered on a certificate the form of which shall be approved by the Board and which shall contain the microchip number of the animal if it has one and which shall be signed by the licensed veterinarian administering the vaccine. Veterinarians who inoculate a dog shall procure from the County Animal Control in the county where their office is located serially numbered tags, one to be issued with each inoculation certificate. Only one dog shall be included on each certificate. The veterinarian immunizing or micro chipping an animal shall provide the Administrator of the county in which the animal resides with a Certificate of immunization and microchip number. The Board shall cause a rabies inoculation tag to be issued, at a fee established by the Board for each dog inoculated against rabies.

3.2 Rabies vaccine for use on animals shall be sold or distributed only to and used only by licensed veterinarians. Such rabies vaccine shall be licensed by the United States Department of Agriculture.

3.3 If a licensed veterinarian determines in writing that a rabies inoculation would compromise an animal's health, then the animal shall be exempt from the rabies shot requirement, but the owner must still be responsible for the fees.

CHAPTER IV
RUNNING AT LARGE/NUISANCE

4.1 RESTRAINT OF DOGS AND OTHER ANIMALS: The owner or keeper of dog or other animal shall keep the dog or other animal under restraint as defined in this Ordinance, at all times.

4.2 ANIMALS: NUISANCES

- A. The owner or keeper shall not permit any animal to bark, howl, cry or make other distressing or loud or unusual noise or to disturb the peace or quiet of any place, neighborhood, family or person in the County in a substantially consistent manner.
- B. The repetitious disturbance of any place or neighborhood or person in the County is hereby declared as a nuisance to exist. In the case of a repeat offense the County or complainant may petition the County Circuit Court for an Order to destroy the animal.

4.3 KEEPING ANIMALS: A pen, stable or place in which animals are housed or kept which is unreasonably offensive to persons residing in the vicinity of the same, due to associated debris or odors, or to persons passing along any street or alley near the same, or which constitute a hazard to the health of persons residing nearby, is declared to be a nuisance and a violation of this Ordinance.

4.4 BITING ANIMALS: Any owner or keeper of an animal shall not permit or fail to prevent an animal from biting or attacking a person or another animal resulting injury to the person or another animal resulting in injury to the person or animal attacked, provided that such an attack on a person who is or reasonably appears to be in the commission of an act made punishable under the state criminal code, is not prohibited if the animal is acting in the defense of the owner or keeper or his family or premises, and the animal remains on its premises. For the purposes of this section, it is not necessary that the person bitten or attacked be arrested or convicted of a criminal offense.

4.5 VIOLATIONS: Any animal, found running at large contrary to provisions of this Act may be apprehended and impounded. For this purpose, the Administrator shall utilize any existing or available animal control facility or licensed animal shelter. In addition to any other fines and fees permissible under this Ordinance, the animal's owner shall pay a public safety fine in the amount indicated on the Fee Schedule, Attachment A to the Animal Control Ordinance. An animal found running at large contrary to the provisions of this Ordinance a second or subsequent time must be spayed or neutered within 30 days after being reclaimed unless already spayed or neutered; failure to comply shall result in impoundment.

CHAPTER V
IMPOUNDMENT/REDEMPTION

5.1 IMPOUNDMENT: When dogs are apprehended and impounded, they must be scanned for the presence of a microchip. The Administrator shall make every reasonable attempt to contact the "Owner" as defined herein as soon as possible. The Administrator shall give notice of not less than 7 business days to the owner prior to disposal of the animal. Such notice shall be mailed to the last known address of the owner. Testimony of the Administrator, or his or her authorized agent, who mails such notice shall be evidence of the receipt of such notice by the owner of the animal.

5.2 REDEMPTION: In case the owner of any impounded animal desires to make redemption thereof, he or she may do so by doing the following:

- A. Presenting proof of current rabies inoculation and registration, if applicable. Paying for the rabies inoculation of the dog registration as indicated in the Fee Schedule, if applicable.
- B. Paying the pound for the board of the dog for the period it was impounded as indicated in the attached Fee Schedule.
- C. Paying into the Animal Control Fund an additional impoundment fee as prescribed by the Board as a penalty for the first offense and for each subsequent offense, according to the fee schedule attached and incorporated by reference hereto, and as amended from time to time.
- D. Paying a public safety fine as indicated in the attached Fee Schedule; the fine shall be waived if it is the Animals first impoundment and the owner has the animal spayed or neutered within 14 days.
- E. Paying for micro chipping and registration if not already done.

5.3 ADDITIONAL FINES AND COSTS: The payments required for redemption under this Section shall be in addition to any other penalties invoked under this Ordinance and the Illinois Public Health and Safety Animal Population Control Act.

5.04 WHEN NOT REDEEMED BY THE OWNER, AGENT, OR CARETAKER: A dog or cat must be scanned for a microchip. If a microchip is present, the registered owner must be notified. After contact has been made or attempted, animals deemed adoptable in the Animal Control Facility shall be offered for adoption, or made available to a licensed humane society or rescue group. If no placement is available, it shall be humanely dispatched pursuant to the Humane Euthanasia Animal Shelters Act. An animal pound or animal shelter shall not release any animal when not redeemed by the owner unless the animal has been rendered incapable of reproduction and micro chipped, or the person wishing to adopt an animal prior to the surgical procedures having been performed shall have executed a written

agreement promising to have such service performed, including micro chipping, within a specified period of time not to exceed 30 days. Failure to fulfill the terms of the agreement shall result in seizure and impoundment of the animal and any offspring by the animal pound or shelter, and any monies which have been deposited shall be forfeited and submitted to the Pet Population Control Fund on a yearly basis.

CHAPTER VI
DOGS OR OTHER ANIMAL BITES

6.1 DOG OR OTHER ANIMAL BITES: OBSERVATION OF ANIMAL:

A. Except as otherwise provided in subsection eight of this Section, when the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator receives information that any person has been bitten by an animal, the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator, or his or her authorized representative, shall have such dog or other animal confined under the observation of a licensed veterinarian for a period of 10 days. The Department may permit such confinement to be reduced to a period of less than 10 days. A veterinarian shall report the clinical conditions of the animal immediately, with confirmation in writing to the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator within 24 hours after the animal is presented for examination, giving the owner's name, address, the date of confinement, the breed, description, age, and sex of the animal, and whether the animal has been spayed or neutered, on appropriate forms approved by the Department. When evidence is presented that the animal was inoculated against rabies within the time prescribed by law, it shall be confined in a house, or in a manner which will prohibit it from biting any person for a period of 10 days, if a licensed veterinarian adjudges such confinement satisfactory. The Department may permit such confinement to be reduced to a period of less than 10 days. At the end of the confinement period, the animal shall be examined by a licensed veterinarian.

B. Any person having knowledge that any person has been bitten by an animal shall notify the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator promptly. It is unlawful for the owner of the animal to euthanize, sell, give away, or otherwise dispose of any animal known to have bitten a person, until it is released by the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator, or his or her authorized representative. It is unlawful for the owner of the animal to refuse or fail to comply with the reasonable written or printed instructions made by the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator, or his authorized representative. If such instructions cannot be delivered in person, they shall be mailed to the owner of the animal by regular mail. Any expense incurred in the handling of an animal under this Section shall be borne by the owner. The owner of a biting animal must also remit a public safety fine within 30 days after notice that the amount indicated in the attached Fee Schedule.

CHAPTER VII
VICIOUS DOGS

7.1 DETERMINING A DOG TO BE VICIOUS: In order to have a dog deemed "vicious" the Administrator, ~~Deputy Administrator, or law enforcement officer~~ must give notice of the infraction that is the basis of the investigation to the owner, conduct a thorough investigation, interview any witnesses, including the owner, gather any existing medical records, veterinary medical records or behavioral evidence, and make a detailed report recommending a finding that the dog is a vicious dog and give the report to the States Attorney's Office and the owner. The Administrator, State's Attorney, Director of the Department or any citizen of the county in which the dog exists may file a complaint in the circuit court in the name of the People of the State of Illinois to deem a dog to be a vicious dog. Testimony of a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert may be relevant to the court's determination of whether the dog's behavior was justified. The petitioner must prove the dog is a vicious dog by clear and convincing evidence. The Administrator shall determine where the animal shall be confined during the pendency of the case.

7.2 JUSTIFIED CONDUCT: A dog may not be declared vicious if the court determines the conduct of the dog was justified because:

- A. The threat, injury, or death was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog, or was committing a willful trespass or other tort upon the premises or property owned or occupied by the owner of the animal;
- B. The injured, threatened, or killed person was abusing, assaulting, or physically threatening the dog or its offspring, or has in the past abused, assaulted, or physically threatened the dog or its offspring; or
- C. The dog was responding to pain or injury, or was protecting itself, its owner, custodian, or member of its household, kennel, or offspring.

Vicious dogs shall not be classified in a manner that is specific as to breed.

If the burden of No dog shall be deemed "vicious" if it is a professionally trained dog or law enforcement proof has been met, the court shall deem the dog to be a vicious dog.

7.3 DOG FOUND TO BE VICIOUS: If a dog is found to be a vicious dog, the owner shall pay a public safety fine in the amount indicated in the attached Fee Schedule, the dog shall be spayed or neutered within 10 days of the finding at the expense of its owner and micro chipped, if not already, and the dog is subject to enclosure. If an owner fails to comply with these requirements, the animal control agency shall impound the dog and the owner shall pay an additional fine plus impoundment fees to the animal control agency impounding the dog as indicated in the attached Fee Schedule. The judge has the discretion to order a vicious dog be euthanized. A dog found to be a

vicious dog shall not be released to the owner until the Administrator, an Animal Control Warden, or the Director approves the enclosure. No owner or keeper of a vicious dog shall sell or give away the dog without approval from the administrator or court. Whenever an owner of a vicious dog relocates, he or she shall notify both the Administrator of County Animal Control where he or she has relocated and the Administrator of County Animal Control where he or she formerly resided.

7.4 ENCLOSURE REQUIRED: It shall be unlawful for any person to keep or maintain any dog which has been found to be a vicious dog unless the dog is kept in an enclosure. The only times that a vicious dog may be allowed out of the enclosure are (1) if is necessary for the owner or keeper to obtain veterinary care for the dog, (2) in the case of an emergency or natural disaster where the dog's life is threatened, or (3) to comply with the order of a court of competent jurisdiction, provided that the dog is securely muzzled and restrained with a leash not exceeding 6feet in length, and shall be under the direct control and supervision of the owner or keeper of the dog or muzzled in its residence.

- A. Any dog which has been found to be a vicious dog and which is not confined to an enclosure shall be impounded by the Administrator, an Animal Control Warden, or the law enforcement authority having jurisdiction in such area.
- B. If the owner of the dog has not appealed the impoundment order to the circuit Court in the county in which the animal was impounded within 15 working days, the dog may be euthanized.
- C. Upon filing a notice of appeal, the order of euthanasia shall be automatically stayed pending the outcome of the appeal. The owner shall bear the burden of timely notification to animal control in writing.
- D. Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard or police-owned dogs are exempt from this Section; provided, an attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exemption under this Section, each such dog shall be currently inoculated against rabies in accordance with Section 8 of this Act. It shall be the duty of the owner of such exempted dog to notify the Administrator of changes of address. In the case of sentry or guard dog, the owner shall keep the Administrator advised of the location where such dog will be stationed. The Administrator shall provide police and fire departments with a categorized list of such exempted dogs, and shall promptly notify such departments of any address changes reported to him.
- E. If the animal control agency has custody of the dog, the agency may file a petition with the court requesting that the owner be ordered to post security. The security must be in an amount sufficient to secure payment of all reasonable expenses expected to be incurred by the animal control agency or animal shelter in caring for and providing for the dog pending the determination. Reasonable expenses include, but are not limited to, estimated medical care and boarding of the animal for 30 days. If security has been posted in accordance with this section, the

animal control agency may draw from the security the actual costs incurred by the agency in caring for the dog.

- F. Receipt of a petition, the court must set a hearing on the petition, to be conducted within five (5) business days after the petition is filed. The petitioner must serve a true copy of the petition upon the defendant.
- G. If the court orders the posting of security, the security must be posted with the clerk of the court within five (5) business days after the hearing. If the person ordered to post security does not do so, the dog is forfeited by operation of law and the animal control agency must dispose of the animal through adoption or humane euthanization.

CHAPTER VIII **DANGEROUS DOGS**

8.1 DANGEROUS DOG DETERMINATION:

- A. After a thorough investigation including: sending, within 10 business days of the Administrator or Director becoming aware of the alleged infraction, notifications to the owner of the alleged infractions, the fact of the initiation of an investigation, and affording the owner an opportunity to meet with the Administrator or Director prior to the making of a determination; gathering of any medical or veterinary evidence; interviewing witnesses; and making a detailed written report, an animal control warden, deputy administrator, or law enforcement agent may ask the Administrator, or his or her designee, or the Director, to deem a dog to be "dangerous". No dog shall be deemed a "dangerous dog" unless shown to be a dangerous dog by a preponderance of evidence. The owner shall be sent immediate notification of the determination by registered or certified mail that includes a complete description of the appeal process.
- B. A dog shall not be declared dangerous if the Administrator, or his or her designee, or the Director determines the conduct of the dog was justified because:
 - 1). the threat was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog or was committing a willful trespass or other tort upon the premises or property occupied by the owner of the animal;
 - 2). the threatened person was abusing, assaulting, or physically threatening the dog or its offspring;
 - 3). the injured, threatened, or killed companion animal was attacking or threatening to attack the dog or its offspring; or

- 4). the dog was responding to pain or injury or was protecting itself, its owner, custodian, or a member of its household, kennel, or offspring.
- C. Testimony of a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert may be relevant to the determination of whether the dog's behavior was justified pursuant to the provisions of this Section.
- D. If deemed dangerous, the Administrator, or his or her designee, or the Director shall order (i) the dog's owner to pay a public safety fine as indicated in the Attached Fee Schedule, (ii) the dog to be spayed or neutered within 14 days at the owner's expense and micro chipped, if not already; and (iii) one or more of the following as deemed appropriate under the circumstances and necessary for the protection of the public:
- 1). evaluation of the dog by a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert in the field and completion of training or other treatment as deemed appropriate by the expert. The owner of the dog shall be responsible for all costs associated with evaluations and training ordered under this subsection; or
 - 2). direct supervision by an adult 18 years of age or older whenever the animal is on public premises
- E. The Administrator may order a dangerous dog to be muzzled whenever it is on public premises, in a manner that will prevent it from biting any person or animal, but that shall not injure the dog or interfere with its vision or respiration.
- F. Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard, or police-owned dogs are exempt from this Section; provided, an attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exemption under this Section, each such dog shall be currently inoculated against rabies in accordance with Section 8 of this Act and performing duties as expected. It shall be the duty of the owner of the exempted dog to notify the Administrator of changes of address. In the case of a sentry or guard dog, the owner shall keep the Administrator advised of the location where such dog will be stationed. The Administrator shall provide police and-fire departments with a categorized list of the exempted dogs, and shall promptly notify the departments of any address changes reported to him or her.
- G. An animal control agency has the right to impound a dangerous dog # the owner fails to comply with the requirements of this Ordinance.

CHAPTER IX VIOLATIONS

9.1 *Any* person violating or aiding in or abetting the violation of any provision of this Act, or counterfeiting or forging any certificate, permit, or tag, or making *any* misrepresentation in regard to any matter prescribed by this Act, or resisting, obstructing, or impeding the Administrator or any authorized officer in enforcing this Act, or refusing to produce for inoculation any dog in his possession, or who removes a tag from a dog for purposes of destroying or concealing its identity, is guilty of a Class C misdemeanor for a first offense and for a subsequent offense, is guilty of a Class B misdemeanor.

Each day a person fails to comply constitutes a separate offense. The State's Attorney shall cause appropriate proceedings to be instituted in the proper courts without delay and to be prosecuted in the manner provided by law.

9.2 If the owner of a vicious dog subject to enclosure:

- 1). fails to maintain or keep the dog in an enclosure or fails to spay or neuter the dog within the time period prescribed; and
- 2). the dog inflicts serious physical injury upon any other person or causes the death of another person; and
- 3). the attack is unprovoked in a place where such person is peaceably conducting himself or herself and where such person may lawfully be the owner shall be guilty of a Class 4 felony, unless the owner knowingly allowed the dog to run at large or failed to take steps to keep the dog in an enclosure then the owner shall be guilty of a Class 3 felony. The penalty provided in this paragraph shall be in addition to any other criminal or civil sanction provided by law.

9.3 If the owner of a dangerous dog knowingly fails to comply with any order regarding the dog and the dog inflicts serious physical injury on a person or a companion animal, the owner shall be guilty of a Class A misdemeanor. If the owner of a dangerous dog knowingly fails to comply with any order regarding the dog and the dog kills a person the owner shall be guilty of a Class 4 felony.

CHAPTER X
PENALTIES

10.1 ISSUANCE OF CITATIONS TO PERSONS IN VIOLATION

- A. Animal control officers, and others specifically designated by the County, are authorized to issue citations on a reasonable belief that any person has violated any provisions of this Ordinance.
- B. Citations shall be issued on forms approved by the County Citations shall be issued personally to the violator; left with a responsible family member at the home of the violator; or mailed, certified mail, return receipt requested, postage fully prepaid to the residence of the violator.
- C. Persons issuing citations shall ensure that a copy of the citation is filed at the Circuit Clerk's Office as soon as practical after issuance of such citation.

10.2 PAYMENT TO AVOID PROSECUTION; On receipt, a citation alleging a violation of any section of this Ordinance, the violation fine may be paid at the Circuit Clerk's Office provided that the said amount is paid by the date allowed on the citation in the amount set forth in the Fee Schedule.

10.3 PROSECUTION OF VIOLATIONS; after the due date of the citation, action may be taken by the State's Attorney for file a complaint and prosecute the alleged violation in the Circuit Court, if the recipient has failed to appear or if the recipient fails to comply with any portion of the hearing. Citations prosecuted by the State's Attorney's Office shall be accompanied by a factual report.

10.4 PENALTY; any person convicted by the Circuit Court of violating any section of This Ordinance, shall be fined in accordance with the attached fee schedule, as amended from time to time, unless a different fine is provided in a particular section of this Ordinance or under State Law.

CHAPTER XI
ANIMAL CONTROL FUND

11.01 REMITTANCE OF FEES: ANIMAL CONTROL FUND: USE OF FUNDS; all registration fees collected shall be remitted to the County Treasurer.

CHAPTER XII
KILLING, TREATMENT, KEEPING AND DISPOSAL OF ANIMALS

12.1 KILLING OR ATTACKING ANIMALS

- A.** No person shall kill or wound or attempt to kill or wound by the use of firearms, sling shot, bow and arrow, B-B gun air rifle, or any other dangerous weapon, any animal within the County, provided that this Section shall not prohibit a person from defending himself or another from attack by an animal. Police and animal control officers may use weapons to destroy animals which are seriously injured to avoid unnecessary suffering or in self-defense or defense of others or property.
- B.** No person shall cruelly work any old, maimed, injured, sick or disabled animal or cause or knowingly allow the same to be done.
- C.** No person shall fail to provide any animal in one's charge or custody, as owner or keeper, with proper food, drink, shelter, air sanitation or medical care.
- D.** No person shall abandon any animal without making provisions for its care and feeding.

12.2 ANIMAL FIGHTING; No person shall use or keep animals or be in any way connected with the management of any place kept or used for the purpose of fighting or baiting any dogs, cocks or other animals or permit such place to be kept or used on premises owned or controlled by such persons.

12.3 DEAD ANIMALS

- A.** The owner or keeper of an animal shall be responsible for the disposal of such animal's remains on its death, from whatever cause, and regardless of the location of the remains of such animal.
- B.** Animal remains shall be disposed of as follows:
 - 1.** By burial beneath at least 18 inches of compacted soil on the property of the animal's owner or keeper or any other location, with the express permission of the owner of the property;
 - 2.** By or through a licensed veterinarian; or
 - 3.** By or through the animal control officer.
- C.** Animal Control officers may issue a written notice to any owner or keeper who has failed to properly dispose of the remains of any animal as described herein. Such persons shall have 24 hours from receipt of such notice to properly dispose of such remains. The notice shall be served on the violator personally or by leaving such notice at his usual place of

abode with some responsible person of the family and informing that person of the contents thereof.

12.4 INJURED ANIMALS: ANIMALS FOUND DEAD ON PUBLIC WAYS

- A. Any animal not wearing owner identification and/or inoculation tags discovered injured on a public way of this County shall be removed by the County Animal Control Officer and impounded in the Shelby County Animal Pound and forthwith euthanized to avoid unnecessary suffering to the animal.
- B. Seriously injured animals which are wearing owner identification tags and/or inoculation tags, will be taken to the Shelby County Animal Pound. The owner shall be contacted for treatment instructions and the Shelby County Animal Control Officer shall maintain the animal painlessly, if possible, until instructions are received. The owner or keeper shall be responsible for the costs of this private impoundment and treatment.
- C. No animal shall be released by a veterinarian from impoundment to the owner or keeper following treatment of an injury until a receipt is received from the County showing payment of impoundment fees.

12.5 DISPOSITION OF ANIMALS; any dog or other animal, except animals bearing owner identification or inoculation tags, impounded pursuant to the provisions of this Ordinance, not redeemed within seven calendar days, shall be humanely destroyed or otherwise disposed of. Any dog validly licensed or with owner identification tags and impounded pursuant to the provisions of this Ordinance, not redeemed within seven calendar days, shall be humanely destroyed or otherwise disposed of.

CHAPTER XIII

BIGHTS, HEARINGS. EVIDENCE COMPLAINTS HEARING ON CITATIONS

13.1 APPEARANCE; on receipt of any citation, the recipient shall appear at the office of the Circuit Clerk within the time allowed by such citation.

13.2 HEARINGS; for all persons who enter an appearance of not guilty, a hearing shall be scheduled by the Circuit Clerk before a Circuit Judge. No formal rules of evidence shall apply and all relevant evidence shall be considered in reaching a determination by the Circuit Court. A record of each decision shall be rendered and available for review. Should the Judge decide that the violation occurred by a preponderance of the available evidence, the amount then owing will be determined by the Court.

13.3 ACTION ON FAILURE TO APPEAR; should the recipient of a citation fail to appear or comply with the provisions of this Section, a complaint may be filed. In addition, should an animal owned by a person who has failed to appear or comply with the hearing

process for any citation be impounded, it shall not be released until payment or arrangements for payment Of all previous citations is made as well as the impoundment fees due for the impoundment.

CHAPTER XIV
MISCELLANEOUS

14.1 LIABILITY OF OWNER OF DOG ATTACKING OR INJURING PERSON; a dog or other animal, without provocation, attacks or injures any person who is peaceable conducting himself in any place where he may lawfully be, the owner of such dog or other animal is liable in damages to such person for the full amount of the injury sustained.

14.2 KILLING OF DOG SEEN TO INJURE, WOUND OR KILL DOMESTIC ANIMALS; any owner seeing his sheep, goats, cattle, horses, mules, swine or poultry being injured, wounded or killed by a dog, not accompanied by or not under the supervision of its owner, may pursue and kill such dog, provided, that the pursuit and killing of said dog is of no danger to the general public and discharge of any firearm used is not in violation of the Illinois State Laws.

14.3 LIABILITY OF DOG OWNER: DAMAGE CAUSED TO SHEEP, GOATS, CATTLE, HORSES, MULES, POULTRY OR SWINE; the owner or keeper of a dog is liable to a person for all damages caused by the dog pursuing, chasing, worrying, wounding, injuring or killing any sheep, goats, cattle, horses, mules, poultry or swine belonging to that person.

14.4 POWER OF MUNICIPALITIES AND OTHER POLITICAL SUBDIVISIONS TO REGULATE DOGS AND CATS AND OTHER ANIMALS; nothing in this Act shall be held to limit, in any manner, the power of any municipality or other political subdivision to prohibit animals from running at large, nor shall anything in this Ordinance be construed to, in any manner, limit the power of any municipality or other political subdivision to further control and regulate dogs, cats, or other animals in such municipality or other political subdivision including a requirement of inoculation against rabies.

14.5 CONTRACTS WITH MUNICIPALITIES AND AGREEMENTS WITH VETERINARIANS:

- A. The County Animal Control Department with the approval of the County Board may enter into contracts with municipalities or veterinarians to effectuate this chapter. These contracts shall define the Animal Control Department's role within the municipality and assign a fee to the municipality for the services provided by the County Animal Control Department.

- B. When dogs are apprehended and impounded by Dog Catchers of the various municipalities throughout the County, and where such dogs are delivered to the County Pound, all notices required to be made and like affidavits or testimony shall be the responsibility of and shall inure to the benefit of such Dog Catcher. Upon the redemption of any animal impounded and placed at the County Pound by any municipality. Such Dog Catchers shall have the initial responsibility to report the number and description of all animals so impounded to the County Animal Control Office, and liability for wrongful failure to comply with such notification requirements shall remain with such local Dog Catcher or official. The County Animal Control Office and the Animal /control Warden shall keep such joint and several records as are necessary to effectuate the provisions of this sub-section. Such monies as are due hereunder to the municipality shall be remitted not later than the last day of the month following the month receipt.
- C. When not redeemed by the owner, a dog which has been impounded for failure to be registered in accordance with the provisions of this Ordinance or the Act shall be humanely dispatched, offered for adoption, or otherwise disposed of by the pound as a stray dog in accordance with laws that exist or may hereafter exist. This Ordinance shall not prevent humane societies from engaging in activities set forth by their charters; provided, they are not inconsistent with provisions of the Act and this Ordinance. Any person purchasing or adopting such dog, with or without charge or donation, must pay for the registration, rabies inoculation and spaying/neutering of such dog, if applicable, prior to final release of such animal.
- D. Provided, however, that for all animals impounded by a municipal Dog Catcher and disposed of pursuant to sub-section C) hereof, that municipality shall pay to the County animal Control Fund, through the County Animal Control Office, within thirty (30) days of a notice of such disposition, \$20.00 per animal, which may be accomplished by deduction of such amounts from current revenues owed by the Animal Control Office to such municipality, and when accompanied by appropriate accounting notation and recording.
- E. The County Animal Control Department with the approval of the County Board may also enter into agreements with veterinarians to effectuate this chapter.

14.6 **STATE LAW ALSO APPLICABLE;** Nothing herein shall prevent the State's Attorney of Shelby County from enforcing those laws existing under Illinois Law.

FEE SCHEDULE

ATTACHMENT A TO ANIMAL CONTROL ORDINANCE

The Following Fees are hereby set and apply to the Animal Control Ordinance as provided by State Law and County Ordinance and are subject to change in the future as required by changes in State Law and Expense of Operation:


1. Rabies Tag Fee:
 - a. \$5.00 per year for spayed or neutered dogs;
 - b. \$15.00 per year for Intact dogs
2. Dogs Running at Large (Ticket issued by Animal Control Officer): \$75 to be paid to Circuit Clerk prior to court date, or Fine not to exceed \$1000.00 following finding of violation after trial; \$25.00 Public Safety Fine and a \$5.00 per day boarding fee.
3. Public Safety Fine: \$25.00 (\$20.00 of which shall be placed in the Pet Population Control Fund and \$5.00 to be retained by the County)
4. Dog or Other Animal Bites: \$25.00, which shall be placed in the County's Department of Public Health fund.
5. Dog Found to be Vicious:
 - a. \$100.00, which shall be placed in the Pet Population Control fund.
 - b. \$500.00 fine for failure to comply
6. Dangerous Dog Determination: \$50.00, which shall be placed in the Pet Population Control Fund.
7. All other Tickets Issued by Animal Control Officer: \$75.00 to be paid to Circuit Clerk prior to court date, or Fine not to exceed \$1000.00 following finding of violation after trial.

PASSED and APPROVED this 8th day of January, 2014.

A redacted signature consisting of two thick black horizontal bars.

BRUCE CANNON, Chairman
Shelby County Board

ATTEST:

A redacted signature consisting of a thick black horizontal bar.
JESSICA FOX
Shelby County Clerk

Ordinance 84-1 of Shelby County
An Ordinance Pursuant to the Animal Care Act
Proposed Amendments- Draft only, Not subject to FOIA

Section Two: Officers.

- a. The positions of Administrator, Deputy Administrators ~~and assistants~~, and Animal Control Wardens as provided for in said Act shall be, and the same are hereby, created.
- b. There shall be appointed an Administrator as above set forth at an annual salary to be set forth from time to time by the County Board.
- c. In order to more effectively carry out and enforce the provisions of the Act, the administrator shall be supplied ~~with certain assistants and associates~~, and deputy administrators as the Administrator may appoint, ~~subject to the prior approval of the County Board~~.
- d. In addition thereto, ~~there shall be appointed an Animal Control Warden, and such Deputy Animal Control Wardens as the County Board may appoint~~, said Animal Control Wardens ***Employees** ~~appointment and~~ compensation to be fixed from time to time by the County Board.

Section Three: Powers and Duties.

It shall be the duty of the Administrator, through education, rabies inoculation, stray animal control, impoundment, quarantine, and any other means deemed reasonable and necessary, to control and prevent the spread of rabies in his county. It shall also be the duty of the Administrator to investigate and substantiate all claims made under the Act.

~~The Administrator, Deputy Administrators, and Animal Control Wardens are for the purpose of enforcing the Act and this Ordinance clothed with full police power.~~ The sheriff and his deputies and municipal police officers shall cooperate with the Administrator in carrying out the provisions of the Act and this Ordinance.

AN ORDINANCE PURSUANT TO THE
ILLINOIS ANIMAL CONTROL ACT

WHEREAS, Illinois Revised Statutes, Chapter 8, paragraphs 351 et seq. (hereinafter referred to as the Act) has been enacted into law relating to: stray animal control; rabies prevention and treatment; dogs pursuing, chasing, worrying wounding, or killing domestic animals or poultry; the liability of a person owning or harboring a dog which attacks or injures a person; regulating the disposition of captured stray animals; and providing penalties for violations thereof; and to repeal certain Acts covering the subject matter hereinabove set forth, and;

WHEREAS, pursuant to the Act it is the obligation of the County Board of Shelby County, Illinois (hereinafter referred to as the County Board) to adopt an Ordinance implementing the provisions of the Act;

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ESTABLISHED by the County Board at a regular meeting assembled as follows:

SECTION ONE: Repealer.

That any and all ordinances, resolutions or other official acts heretofore enacted concerning this subject matter be, and the same are hereby, repealed.

SECTION TWO: Officers.

a) The positions of Administrator, Deputy Administrators and assistants, and Animal Control Wardens as provided for in said Act shall be, and the same are hereby, created.

b) There shall be appointed an Administrator as above set forth at an annual salary to be set from time to time by the County Board.

c) In order to more effectively carry out and enforce the provisions of the Act, the administrator shall be supplied with certain assistants and associates, and deputy administrators as the Administrator may appoint, subject to the prior approval of the County Board.

d) In addition thereto, there shall be appointed an Animal Control Warden, and such Deputy Animal Control Wardens as the County Board may appoint, said Animal Control Wardens appointment and compensation to be fixed from time to time by the County Board.

SECTION THREE: Powers and Duties.

It shall be the duty of the Administrator, through education, rabies inoculation, stray animal control, impoundment, quarantine, and any other means deemed reasonable and necessary, to control and prevent the spread of rabies in his county. It shall also be the duty of the Administrator to investigate and substantiate all claims made under the Act.

The Administrator, Deputy Administrators, and Animal Control Wardens are, for the purpose of enforcing the Act and this Ordinance clothed with full police power. The sheriff and his deputies and municipal police officers shall cooperate with the Administrator in carrying out the provisions of the Act and this Ordinance.

SECTION FOUR: Registration.

a) Every owner of a dog four (4) months or more of age shall cause such dog to be registered and shall pay an annual fee for such dog.

b) That the annual registration fees shall be as follows:

- i.) \$2.00 for males and spayed females
- ii.) \$4.00 for unspayed females

c) The County Board hereby designates the following places as the places where dogs may be registered: The Office of the Administrator, Animal Control Office and such other sites as the Administrator may designate in writing, subject to the approval of such additional sites by the County Board, except that the Administrator may also from time to time approve Animal Registration and Immunization Clinics to be held by local government officials or civic organizations, under such terms and conditions as may be set by the Administrator, without prior approval of the County Board. The persons in charge of such additional sites shall deliver the registration fee, together with a record of payment to the Shelby County Treasurer, within one month after receipt thereof.

d) The Shelby County Treasurer shall place all monies received under the provisions of the Act and this Ordinance in a Animal Control Fund. This fund to be set up by him for the purpose of paying costs of the Animal Control Program. One-third of all fees collected shall be retained in the fund until the first Monday in March of each calendar year for the purpose of paying claims for loss of livestock or poultry as set forth in the Act. The remaining two-thirds shall be used for paying the cost of stray dog control, impoundment, education on animal control and rabies, and other costs incurred in carrying out the provisions of the act.

SECTION FIVE: Rabies Inoculation.

Every owner of a dog four (4) months or more of age not confined at all times to an enclosed area shall also cause such dog to be inoculated against rabies by a licensed veterinarian as required by the Act and any regulations promulgated pursuant thereto, and in addition, shall cause a current rabies inoculation tag to be worn by such dog at all times.

SECTION SIX: Nuisances.

a) Any dog found running at large within the County of Shelby or disturbing the peace and quiet of said County by barking, howling, making other loud or unusual noises, or by running through or across cultivated yards, gardens or fields is hereby declared to be a public nuisance.

b) Any dog acting so as to constitute a public nuisance hereunder shall be apprehended and impounded.

SECTION SEVEN: Impoundment Facilities.

The facilities at which the animals are held shall pass the inspection required by State law and the person or persons responsible for the operation of the facilities shall collect the fees and submit them to the Animal Control Office which shall submit them to the Shelby County Treasurer as required by the Act.

SECTION EIGHT: Impoundment and Disposition.

a) When dogs are apprehended and impounded by the Administrator, he shall give notice of not less than seven (7) days to the owner, if known. Such notice shall be mailed to the last known address of the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of such notice by the owner of such dog. In case the owner of any impounded dog desires to make redemption thereof, he may do so on the following conditions:

- a. He must present proof of current registration and rabies inoculation, or
- b. He must pay for the registration and rabies inoculation of the dog, and
- c. He must pay the pound for the board and handling of the dog for the period it was impounded, in the amount of \$15.00, plus \$5.00 per day for each day after the day of impoundment of the dog.

This shall be in addition to any other penalties invoked under the Act.

b) When dogs are apprehended and impounded by Dog Catchers of the various municipalities throughout the County, and where such dogs are delivered to the County Pound, all notices required to be made and like affidavits or testimony shall be the responsibility of and shall inure to the benefit of such Dog Catcher. Upon the redemption of any animal impounded and placed at the County Pound by any municipal dog catcher, \$10.00 of the total collected shall be credited to the said municipality. Such Dog Catchers shall have the initial responsibility to report the number and description of all animals so impounded to the County Animal Control Office, and liability for wrongful failure to comply with such notification requirements shall remain with such local Dog Catcher or official. The County Animal Control Office and the Animal Control Warden shall keep such joint and several records as are necessary to effectuate the provisions of this sub-section. Such monies as are due hereunder to the municipality shall be remitted not later than the last day of the month following the month of receipt.

c) When not redeemed by the owner, a dog which has been impounded for failure to be registered in accordance with the provisions of this Ordinance or the Act shall be humanely dispatched, offered for adoption, or otherwise disposed of by the pound as a stray dog in accordance with laws that exist or may hereafter exist. This Ordinance shall not prevent humane societies from engaging in activities set forth by their charters; provided, they are not inconsistent with provisions of the Act and this Ordinance. Any person purchasing or adopting such dog, with or without charge or donation, must pay for the registration, rabies inoculation and spaying/neutering of such dog, if applicable, prior to final release of such animal.

d) Provided, however, that for all animals impounded by a municipal Dog Catcher and disposed of pursuant to sub-section c) hereof, that municipality shall pay to the County Animal Control Fund, through the County Animal Control Office, within thirty (30) days of a notice of such disposition, \$7.50 per animal, which may be accomplished by deduction of such amounts from current revenues owed by the Animal Control Office to such municipality, and when accompanied by appropriate accounting notation and recording.

SECTION NINE: Rabid Animals.

All animals which exhibit any clinical signs of rabies or which have bitten any person shall be processed in accordance with Sections 12, 13 and 14 of the Act, as from time to time amended.

SECTION TEN: Dangerous Dogs.

a) All dangerous dogs shall be processed in accordance with Sections 15 and 16 of the Act, as from time to time amended. No person shall maintain a public nuisance by permitting any dangerous dog or other animal to leave the premises of its owner when not under control by leash or other recognized control method.

b) Any owner seeing his sheep, goats, cattle, horses, mules, swine, or poultry being pursued, chased, worried, wounded, or killed by a dog, not accompanied by or not under the supervision of its owner, may pursue and kill such dog, so long as the same is accomplished in "hot pursuit" and not at a later time, and further so long as such pursuit does not proceed onto the property of the owner of the dog or other non-consenting person.

SECTION ELEVEN: Compensation for Animals Injured by a Dog.

All damages suffered by reason of a dog killing or injuring livestock shall be governed by Sections 19 and 20 of the Act, as from time to time it may be amended.

SECTION TWELVE: Private Premises.

For the purpose of carrying out the provisions of this Ordinance and making inspections hereunder, the Administrator, the Animal Control Warden or his authorized representative, or any other officer of the law may enter upon private premises to apprehend a straying dog or other animal, a dangerous dog or other animal, or a dog or other animal thought to be infected with rabies, when such officer possesses probable cause to believe said animal is one as described herein, and where it is necessary to do so without court process in order to protect and preserve the public health. If, after request therefor, the owner of such dog or other animal shall refuse to deliver the dog or other animal to the officer, such refusal shall be in violation of this Ordinance and is punishable as provided for herein.

SECTION THIRTEEN: Disposition of Privately Owned Dogs at the Request of Owner.

In order to reduce the incidence of illegal dumping of dogs and other animals at large, and the resultant problems therefrom, the Administrator and Animal Control Wardens are authorized in their discretion to impound dogs and other animals, voluntarily and at the request of the owner thereof, for disposition in the manner provided for by law for strays. In such instances, the owner thereof shall execute a Written Form (to be provided by the Administrator) requesting Voluntary Impoundment and Disposition at the Request of Owner, which shall be accompanied by payment of a fee, in advance, of

Ten Dollars (\$10.00) per animal, and \$10.00 per litter until weaned. Thereafter, it shall be \$10.00 per dog. In such instances, said animals shall be surrendered to the Animal Control Warden by the owner thereof at a time and under such conditions as may be specified by such Warden.

SECTION FOURTEEN: Penalties.

a) Any person violating any provision of this Ordinance shall be guilty of a petty offense for a first or second offense and shall be fined not less than \$25.00 nor more than \$500.00, and for a third or subsequent offense shall be guilty of a Class C misdemeanor.

b) Each day a person fails to comply constitutes a separate offense. The State's Attorney to whom the Administrator reports any violation of this Ordinance shall determine appropriate proceedings to be instituted in the proper courts without delay, and to be prosecuted in the manner provided by law, as he shall deem to be appropriate.

SECTION FIFTEEN: Official Malfeasance.

The failure or refusal of the Administrator, or any Deputy Administrator or of any Animal Control Warden, or of any other public employee hereunder to perform the duties set forth in this Ordinance or the Act, the regulations adopted by the Department of Agriculture of the State of Illinois, or any subsequent amendments to the Act, regulations or this resolution, as determined by the Animal Control Committee of the County Board of Shelby County, Illinois, after a hearing before such Committee, shall constitute grounds for removal from office of such person so violating, pursuant to resolution to be adopted by the County Board directing such action to be taken, and such hearing before the Animal Control Committee shall constitute a meeting of said Committee of the County Board.

SECTION SIXTEEN: Effective Date.

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

PASSED and APPROVED this 8th day of February, 1984.

ATTEST:


DWIGHT CAMPBELL
Shelby County Clerk


MARVIN JORDAN, Chairman
Shelby County Board

(SEAL)

Animal Control
Administrator (Non-Vet) Job Description
2023

The County Board Chairman with the consent of the County Board shall appoint an Administrator (a licensed veterinarian licensed by the State of Illinois and appointed pursuant to this act, or a non-veterinarian may serve as Administrator under this act. **In the event the Administrator is not a veterinarian, shall defer to the Deputy Administrator who is a licensed veterinarian regarding all medical decisions. 510 ILCS 5/2.01)**

Per Shelby County Ordinances: 77, 84-1 and 510 ILCS 5 Animal Control Act (ACA)

Administrator– Duties and Powers:

Through sterilization, humane education, rabies inoculation, stray control, impoundment, apprehension and quarantine, and any other means deemed necessary, to control and prevent the spread of rabies and to exercise dog and cat overpopulation control. It shall also be the duty of the Administrator to investigate and substantiate all claims made under Section 19 of this act. Their duty may include return, adoption, transfer to rescues or other animal shelters. Facilitate exams and re-exams of animals by Vet in cases of bites.

Administrator may issue and serve citations or orders for violations of this Act. Administrator is to hold at least one Microchipping clinic each year. Educate public on importance of responsible spay and neutering. Maintain contracts with local municipalities and collect money owed on annual basis to deposit into required account. Provide opportunities for weekly visits and animal interaction for clients of Shelby County Community Service.

Receives notice when any person has been bitten by an animal and shall confine the animal, gives notice to the person bitten. Contacts owner and gives notices of bite to veterinarian. May testify in court. Administrator will work in conjunction with law enforcement and the State's Attorney to have dogs deemed "vicious or dangerous," file a complaint in the circuit court and determine if the animal shall be confined during the pending case. Administrator approves enclosures, interviews witnesses, including owner, files petition for security,

makes detailed reports of each incident to recommend further actions. Files affidavit of killed or injured livestock, poultry, etc. and substantiates records. May order fines for Dangerous Dogs. Obtains and records Exempt dog status and their location. Reports location of exempted animals to Police and Fire Departments. Obtains registrations and information required by the Board from anyone selling dogs or cats.

Administrator will create and manage the Animal Control Budget and all records: record keeping of expenses, daily calls out, bites, stray turn ins, adoptions, returns and euthanized, track each incident by case number, obtaining or disposal of animals among municipalities along with all fees collected and charged from municipalities, medical records of animals involved in bites, court records, testimonies, witness records, Registration Certificates and tags issued with serial number for inoculations or chipping. Order and disperse rabies tags and registration certificates to regional Vet offices. Organize, give written notice of and hold registration events for dog owners. Collect completed registration certificates and rabies tags information from regional Vet offices. Issue Rabies tags and Registration Certificates to individuals. Keep accurate records of rabies and Registration Certificate documents. Reports required information to Department of Agriculture in order to obtain annual license. 510 ILCS 5/2.19

Collect, record and submit earnings from Dog Wash, registration and citation fees to Shelby County Treasurer's office. Report to Public Safety Committee at monthly meetings. Submit approved accounts payable to Shelby County Clerk. Order needed supplies to keep Animal Control office and Shelter operating smoothly and efficiently. Issue pet population program vouchers to qualifying individuals. Handle drugs for the safe capture of dangerous animals. This position exercises supervisory responsibilities and manages employees/volunteers of the department.

Ordinance 77-1, section 3: Administrator shall investigate and substantiate all claims and, report ACA violations to State's Attorney, hold events in the community with County Board approval to register dogs, give written notice of such events,

Per Ordinance 77-1, sect. 8: give mailed notice to owners if known within 7 days, may give testimony or affidavit of incidents

Per Ordinance 77-1 sect. 13: reports violations to State's Attorney

Illinois Administrative Code, Title 8: Agriculture and Animals

CHAPTER I: DEPARTMENT OF AGRICULTURE

SUBCHAPTER b: ANIMALS AND ANIMAL PRODUCTS (EXCEPT MEAT & PLTRY INSP. ACT REGULATIONS)

PART 30 ANIMAL CONTROL ACT

SECTION 30.30 CAUSES FOR REMOVAL OF ADMINISTRATOR OR WARDENS FROM OFFICE

Section 30.30 Causes for Removal of Administrator or Wardens from Office

Upon initial appointment, the Administrator shall be informed by the Board as to the causes which would constitute a basis for removing the Administrator, Deputy Administrator, and Animal Control Wardens from office under Section 3 of the Act.

Section 30.50 Training of Animal Control Wardens

- a) It shall be the duty of each county to see that Animal Control Wardens are properly trained in apprehension, handling, and care of animals.
- b) The words "Supervising" and "Supervisor" may be used to designate Deputy Administrators or Animal Control Wardens whose responsibility require them to supervise other Deputy Administrators or Animal Control Wardens.

Section 30.60 Rabies Vaccination Tags; County Accountable for Rabies Tags

- a) Rabies vaccination tags for dogs shall be furnished by the county. The Administrator or other county official designated by the Board shall record the name and address of each person to whom rabies vaccination tags are issued and the serial numbers of the tags issued. The person receiving the tags shall be held accountable for each tag, and shall return all unused tags upon their expiration. If such person fails to account for each tag, or refuses to return unused tags, a county may withhold issuance of additional tags to that person. A person issuing a tag to an owner shall issue a tag from the county in which the dog owner resides.
- b) The rabies vaccination tag shall be attached to a collar or harness and worn at all times by the dog for which the certificate and tag have been issued, except when such dog is confined.

Section 30.80 Approval of Rabies Vaccination Tags and Color

Illinois rabies vaccination tags are to be of the color and shape prescribed annually by the Department and shall bear the following inscription: Rabies Vaccination; Serial No. ____; Illinois Department of Agriculture; name of county and year. (Source: Amended at 7 Ill. Reg. 1712, effective January 28, 1983)

Section 30.160 County Animal Control Program; Requirements

The Board shall create an Animal Control Program which shall be submitted to the Department. In the event that a Board fails to submit a Program, or if the Department rejects the Program submitted, the Department shall cooperate with the Board in developing an acceptable Program. All Animal Control Programs must include the following minimal requirements:

- a) Stray or Straying Dog Control – Said dog control shall include a method of collecting and impounding stray or straying dogs or other animals included in this Act, and adoption or other disposition of said animals.
- b) Rabies and Impoundment – Rabies and impoundment shall include methods for providing the necessary facilities and personnel to implement the rules and provisions of this Act relating to rabies control.
- c) Education On Animal Control and Rabies – Education on animal control and rabies shall include 3 distinct programs involving youth education, education of the general public, and education of public officials.
- d) Proposed Budget – The proposed budget will include expected and proposed expenditures and receipts. (Source: Amended at 7 Ill. Reg. 1712, effective January 28, 1983)

Shelby County Administrator (Veterinarian) Job Description

Department: Animal Control

Reports to: Public Safety Committee

SUMMARY Provides professional medical veterinarian services within the County's Animal Control program to operate the County Animal Control Program, oversee Warden's, their training, the animals in the program and the volunteers, working with the community to promote safe interactions and humane care for Shelby County. The work is performed under the supervision of the Public Safety Committee but extensive leeway is granted for the exercise of independent professional judgement.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Develops policies and procedures used in the care, security, prognosis and euthanasia of captured and unclaimed animals.
2. Examines all animals brought into the County's Impoundment Facility to check for disease, injuries or related conditions which may prove unsafe for the animal, Animal Control personnel or the public; provides medical treatment as necessary.
3. Performs spay and neuter surgeries for adoptable animals. Performs low-cost spay and neuter surgeries for community animals.
4. Makes a routine health status examination on all animals in the facility.
5. Euthanizes animals deemed unadoptable or dangerous to population.

6. Reviews animal bite reports, prepares rabies samples and notifies victims.
7. Promotes the need for pet identification and control within the community.
8. Keeps Administrator fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems.
9. Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas.
10. Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.
11. Performs other directly related duties consistent with the role and function of the classification.
12. Orders and maintains control of restricted drugs.
- 13.

SUPERVISORY RESPONSIBILITIES: This position oversees Wardens and volunteers.

QUALIFICATIONS: EDUCATION and/or EXPERIENCE Graduation from an accredited College or University with a Doctoral Degree of Veterinary Medicine and State Veterinary License. Valid Illinois Veterinary License and appropriate federal drug license(s) required. This position requires the ability to accurately and clearly complete and process all documents regarding the operation of the program. Strong managerial skills and interpersonal and professional communication is also highly desired.

PHYSICAL REQUIREMENTS: frequently required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and talk; or hear. The employee is occasionally required to sit; climb or balance; and stoop; kneel; crouch; or crawl. The employee must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision and peripheral vision. While performing the duties of this job, the employee is regularly exposed to outside weather conditions; and is exposed to potentially volatile situations which can present risk of violence or injury.

Shelby County Animal Control Administrator (Non-Vet) Job Description

Department: Animal Control

Reports To: Public Safety Committee

The County Board Chairman with the consent of the County Board shall appoint an Administrator (a licensed veterinarian licensed by the State of Illinois and appointed pursuant to this act, or a non-veterinarian may serve as Administrator under the Animal Control Act. In the event the Administrator is not a veterinarian, Admin. shall defer to the Deputy Administrator who is a licensed veterinarian regarding all medical decisions. 510 ILCS 5/2.01)

Per Shelby County Ordinance 84-1, 510 ILCS 5 Animal Control Act (ACA), Humane Animal Care Act, and Illinois Administrative Code, Title 8 Agriculture and Animals the Administrator is as follows:

SUMMARY: Oversees, directs, and coordinates the field and office activities of Shelby County's Animal Control Program.

PRIMARY DUTIES AND RESPONSIBILITIES include the following but not limited to:

1. Manages and supervises the operation and maintenance of the County's Animal Control Program; directs through sterilization, humane education, rabies inoculation, stray control, impoundment, apprehension of and quarantine, and any other means deemed necessary, to control and prevent the spread of rabies and to exercise dog and cat overpopulation control. It shall also be the duty of the Administrator to investigate and substantiate all claims made under Section 19 of ACA. Their duty may include return, adoption, transfer to rescues or other animal shelters. Facilitates exams for animals and re-exams of animals by Vet in cases of bites. 510 ILCS 5
2. Supervises subordinates engaged in clerical duties, including processing dog registrations and administrative support; supervises subordinates engaged in the feeding, care, and disposal of animals; directs the maintenance and cleaning of the facility, vehicles, and equipment;
3. Administrator may issue and serve citations or orders for violations of the Animal Care Act. 510 ILCS 5
4. Receives notice when any person has been bitten by an animal and shall confine the animal, gives notice to the person bitten. 510 ILCS 5
5. Contacts owner and gives notices of bite to veterinarian. May testify. Administrator will work in conjunction with law enforcement and the State's Attorney to have dogs deemed "vicious or dangerous," file a complaint in the circuit court and determine if the animal shall be confined during the pending case. 510 ILCS 5
6. Administrator approves enclosures, interviews witnesses, including owner, files petition for security, makes detailed reports of each incident to recommend further actions. Files affidavit of killed or injured livestock, poultry, etc. and substantiates records. May order fines for Dangerous Dogs. Obtains and records Exempt dog status and their location. Report location of exempted animals to Police and Fire Departments. 510 ILCS 5

7. Obtains registrations & information required by the Board from anyone selling dogs or cats. 510 ILCS 5
8. Administrator will create and manage the Animal Control Budget and all records: record keeping of expenses, daily calls out, bites, stray turn ins, adoptions, returns and euthanized, track each incident by case number, obtaining or disposal of animals among municipalities along with all fees collected and charged from municipalities, medical records of animals involved in bites, court records, testimonies, witness records, Registration Certificates and tags issued with serial number for inoculations or chipping. Order, disperse, collect rabies tags and registration certificates to regional Vet offices.
9. Keep accurate records of rabies and Registration Certificate documents. Reports required information to Department of Agriculture in order to obtain annual license. 510 ILCS 5/2.19
10. Illinois Administrative Code, Section 30.60 Rabies Vaccination Tags; County Accountable for Rabies Tags
 - a) Rabies vaccination tags for dogs shall be furnished by the county. The Administrator or other county official designated by the Board shall record the name and address of each person to whom rabies vaccination tags are issued and the serial numbers of the tags issued. The person receiving the tags shall be held accountable for each tag, and shall return all unused tags upon their expiration. If such person fails to account for each tag, or refuses to return unused tags, a county may withhold issuance of additional tags to that person. A person issuing a tag to an owner shall issue a tag from the county in which the dog owner resides.
 - b) The rabies vaccination tag shall be attached to a collar or harness and worn at all times by the dog for which the certificate and tag have been issued, except when such dog is confined.
11. Illinois Administrative Code, Section 30.80 Approval of Rabies Vaccination Tags and Color, Illinois rabies vaccination tags are to be of the color and shape prescribed annually by the Department and shall bear the following inscription: Rabies Vaccination; Serial No. ____; Illinois Department of Agriculture; name of county and year.
12. Maintain contracts with local municipalities and collect money owed on annual basis to deposit into required account through Treasurer's office.
13. Provide opportunities for weekly visits and animal interaction for clients of Shelby County Community Service.
14. Organize and hold at least one Microchipping clinic each year. 510 ILCS 5
15. Educate public on importance of responsible spay and neutering. 510 ILCS 5, IAC 30.160
16. Responsible for fee collections; supervises record maintenance and prepares required reports.
17. Arranges for or provides training to employees in animal control procedures. IAC 30.50
18. Collect, record and submit earnings from Dog Wash, registration and citation fees to Shelby County Treasurer's office.
19. Order needed supplies to keep Animal Control Dog Wash, office and Shelter operating smoothly and efficiently.
20. Issue pet population program vouchers to qualifying individuals. 510 ILCS 5

21. Performs budget administration; assists with development of the operating budget; records and submits expenditures to PSC; recommends capital expenditures; projects overtime requirements. IAC 30.160(d)
22. Oversees and responds to questions, concerns, or complaints from animal owners, officers, the public, or organizations; handles irate citizens and difficult situations arising from the enforcement of Animal Control Ordinances and laws.
23. Researches and enforces state and County laws and ordinances; writes citations; advises citizens of animal control laws and ordinances; consults with State's Attorney on difficult cases; ensures proper documentation of pertinent information.
24. Interprets legal statutes, codes, and ordinances; recommends new or modified ordinances related to animal control to Public Safety Committee.
25. Performs public relations; initiates programs and attends Humane Association meetings; communicates with the Schools, Professional Organizations, Veterinary Medical and Animal Control Associations, TV, Newspapers, Radio and the public for continuing education, complaint resolution, or the exchange of information. IAC 30.160 (c)
26. Facilitates euthanasia for animals deemed unadoptable or dangerous to population.
27. Performs related work as required.
28. Orders through Veterinarian, and secures drugs for the safe capture of dangerous animals.

SUPERVISORY RESPONSIBILITIES Directly supervises the Animal Control Wardens and volunteers, provides operational guidance to the Deputy Administrator (Veterinarian). Responsibilities include interviewing, hiring and training employees; planning, assigning, and

directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Supervisory roles shall include the following sections of the Illinois Administrative Code:

Section 30.30 Causes for Removal of Administrator or Wardens from Office Upon initial appointment, the Administrator shall be informed by the Board as to the causes which would constitute a basis for removing the Administrator, Deputy Administrator, and Animal Control Wardens from office under Section 3 of the Act.

Section 30.50 Training of Animal Control Wardens

- a) It shall be the duty of each county to see that Animal Control Wardens are properly trained in apprehension, handling, and care of animals.
- b) The words "Supervising" and "Supervisor" may be used to designate Deputy Administrators or Animal Control Wardens whose responsibility require them to supervise other Deputy Administrators or Animal Control Wardens.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each primary duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

LANGUAGE SKILLS Ability to read and interpret documents such as federal and state regulations, operating and maintenance instructions, and procedure manuals. Ability to write reports and correspondence. Ability to speak effectively before groups of employees, public safety employees or the general public.

MATHEMATICAL SKILLS Ability to add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw graphs or simple maps.

REASONING ABILITY Able to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in written or diagram form and deal with several abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS Must possess a valid Illinois Driver's License, valid FOID card, current Humane Animal Care Training.

PROGRAM REQUIREMENTS Illinois Administrative Code, Section 30.160 County Animal Control Program; Requirements-The Board shall create an Animal Control Program which shall be submitted to the Department. In the event that a Board fails to submit a Program, or if the Department rejects the Program submitted, the Department shall cooperate with the Board in developing an acceptable Program. All Animal Control Programs must include the following minimal requirements:

- a) Stray or Straying Dog Control – Said dog control shall include a method of collecting and impounding stray or straying dogs or other animals included in this Act, and adoption or other disposition of said animals.
- b) Rabies and Impoundment – Rabies and impoundment shall include methods for providing the necessary facilities and personnel to implement the rules and provisions of this Act relating to rabies control.
- c) Education On Animal Control and Rabies – Education on animal control and rabies shall include 3 distinct programs involving youth education, education of the general public, and education of public officials.
- d) Proposed Budget – The proposed budget will include expected and proposed expenditures and receipts.

Public Safety Committee

MEETING RULES:

1. Parliamentary Procedure will be followed and Robert's Rules of Order- Newly Revised when other rules are not specific to this body's business;
2. Offices named-
 - a. Chairman- appointed by Board Chairman,
 - b. Vice Chair- elected by committee,
 - c. Secretary- elected by committee;
3. It shall be the duty of the Committee Chairperson to:
 - a. Verify and provide written approval on the Committee's sign-in sheet,
 - b. Verify the Committees' minutes that all motions are fully written, votes recorded, any hand-outs, or resolution-ordinance/etc. are included.
4. There shall be a sign in sheet where the Committee Chair verifies each member signs their own name at the beginning of the committee meeting to verify attendance;
5. Agenda items must be accompanied by name who submitted them;
6. There shall be no Proxy votes, or counted attendance or votes by other means if a member is unable to attend in person;
7. All questions relating to priority of business shall be decided by the Committee Chairman without debate.
8. Minutes to be approved by the majority and signed at the end of each meeting then submitted to Clerk before County Board meeting;
9. Committee Minute Book will contain the following items and be placed in the order listed below:
 - a. Minutes, signed by majority
 - b. Reports/Resolutions-Ordinances/any hand-outs
 - c. Copy of Department's Finance Committee Report of Bills & Balance sheet
 - d. Original copy of Sign-In Sheet
 - e. Copy of agenda
10. **All Bids/Contracts/Leases/Proposals/Quotes: Shall be opened by the Committee;**

11. **Members should** observe the following Rules of Decorum:

- a. Address themselves solely and directly to the Chair. They may not address other Members, individuals in the gallery, or persons who might be observing through the media.
- b. Avoid characterizing another Member's personal intent or motives and discussing personalities.
- c. Refrain from speaking disrespectfully of the Speaker, other Members or the Chair.
- d. Refrain from using profane or vulgar language.
- e. When comments on a single issue become repetitive, the Committee Chair may elect to close comments on that issue.

12. No member shall proceed to speak until recognized by the Chair.

13. When two or more members shall speak at the same time, the Chair shall name the member who is first to speak.

14. A member called to order shall immediately refrain from speaking unless permitted to explain, and if there is no appeal, the decision of the Chair shall be final.

15. A motion must be seconded and stated by the Chair before debate may occur.

16. Public comments are intended as a means for citizens to convey their thoughts and ideas to the Committee. Public Body Comment will be limited to 3 minutes per person, total of 30 minutes with sign in sheet to be followed first. Committee Members should not respond or debate issues raised, but may ask questions to clarify a speaker's position.

17. The Chairman shall preserve order and decorum without debate.

18. All committee reports shall be in writing and submitted to the County Clerk in time to be included in the Board packet. If time does not allow the minutes to be included in the Board packet the minutes shall be submitted to Board members at least 24 hours before the meeting.

19. All claims against the County shall be fully itemized. All mileage claims must be made on the appropriate form, showing date, exact mileage and reason for claim.
20. Camera set up is determined by Chairman. In Chairmans absence, Vice Chair determines set up and operation.

It shall be the duty of Public Safety Committee to:

- Assist in determining the budget of its liaison departments.
- Periodically review the status of the budget of its liaison departments and make recommendations to the Finance and Audit Committee, as appropriate.
- Make recommendations to the full County Board as part of the monthly County Board meeting agenda.
- Said agenda shall be delivered to the County Board members five (5) calendar days preceding the meeting. Any exception to this must be approved by the County Board Chairperson.
- Assist its liaison departments in intergovernmental relationships with Federal, state and local agencies, as requested.
- Review the policies and operations of its liaison departments and make recommendations as it deems appropriate.
- Make prompt recommendations to any other standing committee on matters of mutual interest.
- Direct to the attention of the County Administrator all matters relating to legislation.
- Approve intra-fund line-item transfers for the liaison departments.
- Approval of all matters expending funds on a roll call vote.
Review monthly claims, recommend to Finance Committee for payment
- Review and make recommendations to the Board as to department fees not otherwise set by statute.
- Periodically evaluate performance of non-elected County Officers.

Amended and approved 11/1/23

Yes: Julie, Cody, Sonny, Lori

Abstain: Teresa

November 3, 2023

NOTICE OF FINANCE COMMITTEE MEETING

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

Agenda

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

Finance Committee Meeting Minutes Tuesday, November 7th, 2023

Agenda

1. Call to order – those present – Tad Mayhall, Clay Hardy, Teresa Boehm, Martha Firnhaber, Don Tate. Absent – Mark Bennett, Sonny Ross. Don Tate chaired the meeting. Called the meeting to order at 4:36 pm
2. Public Body Comment – Tricia Miller was only public body. Concerned about a title bill coming through and payment for it for the vehicles. She feels before we take action on that item we should see if there is going to be any action come forward regarding the changing of the titles. She went to City Council meeting last night and they approved IGA for dive team and she wants us to consider it. With all of the drama the county needs a win and giving over dive equipment could give the county a win.
3. Review claims (invoices) submitted for payment by County Departments from General Fund and Special Fund accounts not reviewed by another county board committee –

Claims 029 Exp Not Sep Budgeted – approve payments so long as the receipt/invoice for \$2,500 for Conflict Public Defender Fees – Aaron Herkert of Beavers, Calvert & Brotherton is submitted.
4. Discussion and vote to make recommendation to County Board for approval to pay claims by the respective committees – motion to approve bills as presented – Tad – Clay seconded. All in favor – unanimous. No nay.
5. Reading and approval of meeting minutes – motion to approve the minutes – Tad – Don seconded. All in favor – unanimous. No nay.
6. Adjournment – Tad made motion to adjourn at 6:07 pm. Clay seconded. All in favor – unanimous. No nay. Meeting adjourned.

FILED
NOV 08 2023
Jessie Cox
SHELBY COUNTY CLERK

Shelby County Board Legislative Committee Agenda

10/17/23

Jury Room B-6:30pm

1. Roll Call
2. Update on County Insurance
3. Recommendation to Full County Board to have Mytec block usage of video streaming services from County WiFi
4. Discussion and vote to recommend that full board to solicit bids for forensic audit of State's Attorney's Office due to resignation of previous state's attorney
5. Discussion and vote to finalize Sheriff's Department forensic audit to discern overpayment and underpayment amounts for employees
6. Discussion and vote on recommendation to full board to conduct forensic audit on Dive Team
7. Discussion and vote on recommendation to full board to conduct forensic audit of Health Dept. due to ~\$90k of grant money unaccounted for in 2020 audit
8. Discussion and vote on edits/amendments to Shelby County Travel Policy
9. Discussion and vote on the purchase of building for Rescue/Dive Team/Coroner/EMA with storage to replace rental building/storage units for courthouse. Will also go before Finance Cmte. and Budget Cmte.
10. Public Comment
11. Approval of Tonight's Minutes
12. Adjournment

SHELBY COUNTY BOARD – LEGISLATIVE COMMITTEE

September 19, 2023

Meeting called to order at 6:01pm.

1. Members present: Jeremy Williams
Cody Brands
Julie Edwards

FILED
OCT 24 2023

Jerrin Cox
SHELBY COUNTY CLERK

2. **Update on County Insurance** – Martha Firnhaber was unable to attend meeting therefore, no update was available at this time. No action taken. Will address at future date.
3. **Recommendation to Full County Board to have Mytec block usage of video streaming services from County wifi.** The streaming services are strictly for the entertainment sites (Netflix, Hulu, Peacock, etc). Jeremy calls on Dave Woods of Mytec for further explanation. Dave states that he cannot move forward with blocking sites until he receives clarification from the Judge. It is not as simple as “blocking sites” a user name and password is required to identify anyone who might attempt to access sites. Dave suggests we monitor usage for 2 months for “things” going through firewalls. He will provide usage logs to the Legislative Committee to share with department heads. Dave further states Macon County, Christian County, and Moultrie County no longer provide public wifi access for security purposes. He tells this committee that Effingham County has limited wifi service for the public. Dave says a concern would be visiting lawyers must have separate networks with individual cables so as not to access local network used by the judges and in house attorneys. The County Clerks office requires wifi so that people who are doing title searches on their private laptops will be able to complete their searches. Motion made by Jeremy to table recommendation until more information can be obtained, seconded Julie. Unanimous “yeah”. Motion tabled.
4. **Recommendation to full county board to approve Social Media Policy.** No changes to wording were made. Motion made by Julie to recommend Social Media Policy to full board, seconded by Jeremy. Unanimous “yeah”. Motion passes.
5. **Recommendation to full county board to release minutes and recordings from full county board closed sessions currently closed.** Julie makes motion to recommend releasing closed session minutes. Cody seconds. Unanimous “yeah”. Motion passes.
6. **Recommendation to full county board to approve ordinance on the burying of DC power lines.** A template ordinance used by Cumberland County was presented. Jeremy states he would confer with Scott McKee, EMA Director to develop policy. Jeremy makes motion to recommend to full county board. Julie seconds. Unanimous “yeah”. Motion passes.
7. **Public Body Comment**

Jeremy makes motion to adjourn at 7:00pm. Cody seconds. Unanimous "yeah". Meeting adjourns.

FILED
OCT 24 2023

Jessie Cox
SHELBY COUNTY CLERK

October 30, 2023

NOTICE OF PUBLIC SAFETY COMMITTEE MEETING

There will be a meeting of the Public Safety Committee on Wednesday, November 1, 2023, at 6:00 PM in Courtroom A of the Shelby County Courthouse.

AGENDA

1. Call to Order
2. Roll Call
3. Chairman Appointments – Sonny Ross – Vice Chairman of PSC
Lori Nelson – Secretary of PSC
4. Discussion and vote on making a committee member a liaison to work with Sheriff on Courthouse Window Project
5. Discussion and vote to send to full board the Shelby County Dive Team volunteer application
6. Discussion and vote to recommend to full board to declare as surplus equipment a 2004 Ford F150 used by the Dive Team
7. Discussion and vote to recommend to the full board to declare as surplus equipment the Rescue Squad's 1981 International Truck and allow said surplus vehicle to be used for training purposes
8. Discussion and vote to recommend to full board to declare the 2012 Chevy truck used by Animal Control as surplus
9. Discussion and vote to send to full board the State bid from Morrow Brothers for Animal Control Pickup Truck Replacement
10. Discussion and vote to full board to replace Dive Teams F150 with 2012 Chevy pickup from Animal Control
11. Discussion and vote on approval of Animal Control bills to send to Finance Committee
12. Discussion and vote to adopt Committee rules and the Public Safety Committee job description
13. Discussion and vote to recommend rescinding Ordinance 2014-01-0, to be better aligned with Animal Control Act 50 ILCS 5
14. Discussion and vote to recommend Board amendments to Ordinance 84-1 to remove specific wording from Sections Two and Three
15. Discussion and vote to recommend to Board – Administrator, Non-Vet job description with added Illinois Administrative Code
16. Discussion and vote to recommend to Board - Administrator, Vet job description
17. Discussion and vote to recommend to Board – Deputy Administrator, Vet, job description
18. Discussion and vote to recommend to Legislative Committee – Warden job description regarding AFSCME contract
19. Discussion and vote to recommend to Board – Administrator, whether vet or non-vet, and Deputy Administrator hours and pay
20. Discussion and vote to recommend to Board “Reasons for Termination document required by Illinois Administrative Code
21. Discussion and vote seeking to renew Intergovernmental Agreements with municipalities that have expired or are soon to expire, due to Evergreen Clause: Shelbyville, Cowden, Moweaqua, Tower Hill, Findlay, Sigel, Oconee, Windsor
22. Reading of minutes with actions taken to get approval from committee members
23. New Business
24. Old Business
25. Public Body Comment
26. Adjournment

Public Safety Committee Minutes for Nov. 1, 2023

Courtroom A of Shelby County courthouse

FILED
NOV 06 2023
Jennie Fox
SHELBY COUNTY CLERK

Call to Order: 6:00 Members present: Julie Edwards, Sonny Ross, Teresa Boehm, Cody Brands, Lori Nelson

Chairman Appointments: Sonny Ross-Vice Chairman, Lori Nelson-Secretary until Dec. 2023 PSC meeting

Public Comment moved to front

1. Committee member liaison to work with Sheriff on Courthouse window project.
Ross motioned to nominate Teresa Boehm as liaison, 2nd Cody, Teresa declined. Sonny withdrew motion.
2. Send to full board the Shelby County Dive volunteer application.
Sonny made motion, 2nd Julie, YES- Cody, Julie, Sonny, Lori NO- Teresa
3. Send to full board marking the Dive Team Ford F150 VIN:1FTPW14514KB56941 as surplus.
Cody motioned, 2nd Julie, YES- Cody, Lori, Sonny, Julie NO-Teresa
4. Recommend to full board marking Rescue Squad 1981 VIN: 1HTAA17BXB24706 International Fire Truck as surplus, become used for training purposes. Sonny motioned, 2nd Cody, motioned to table, 2nd Julie Table YES-Cody, Sonny, Julie, Teresa, Lori
5. Recommend to full board to declare Surplus of Animal Controls 2012 Chevy VIN 1GCNKPE06CZ225377 Pickup.
Julie motioned, Sonny 2nd YES-Sonny, Cody, Julie, Lori Nelson NO- Teresa
6. Send to the full board the State Bid from Morrow Brothers for Animal Control Pickup truck Replacement.
Julie motioned, 2nd Lori YES- Sonny, Julie, Cody, Lori NO- Teresa
7. Recommend to full board to Replace Dive Teams F150, VIN:1FTPW14514KB56941 with 2012 Chevy pickup truck, VIN 1GCNKPE06CZ225377 from Animal Control,
Sonny motioned, Cody 2nd YES-Lori, Cody, Sonny, Julie NO-Teresa
8. Approve Animal Control bills and send to Finance Committee.
Sonny motioned to approve, Julie 2nd Teresa- Yes, Julie, yes, Lori-yes, Cody- yes, Sonny- yes Approved bills
9. Adopt Committee rules and PSC job description proposal- attached
Cody motioned, Julie 2nd
Cody motioned to amend, Sonny 2nd
AMENDMENT: #20 added: Camera set up and operation to be determined by Chairman. In the Chairmans' absence, Vice Chairman will determine set up and operation. Yes- Cody, Lori, Sonny, Julie, Teresa NO- 0

Julie Motioned to amend, Sonny 2nd
AMENDMENT: 9, d Add "copy" YES- Julie, Teresa, Lori, Cody, Sonny NO-0
Sonny motion to Amend, Julie 2nd
#16 to include "Chairman has discretion to extend speakers time, and Overall Public Body Comment time as necessary." YES- Lori, Cody, Julie, Sonny Abstained- Teresa Passed

- Vote to adopt amended - Teresa- abstain, Julie- yes, Cody- yes, Sonny- yes, Lori -yes
10. Recommend rescinding Ordinance 2014-01-0, to be better aligned with Animal Control Act 50 ILCS 5- attached
Lori Motioned, Cody 2nd- YES- Lori, Cody, Julie, Sonny Abstain- Teresa
 11. Recommend to Board amendments to Ordinance 84-1 to remove specific wording from Sections Two and Three- attached
Julie motioned, Lori 2nd- AS AMEMDED: Sonny-yes, Cody- yes, Julie- Yes, Teresa- No, Lori- Yes

Sonny motioned amend, Cody 2nd

AMENDMENT: add "Employees" to Section 2, d Approve amendment Cody,
Julie, Lori, Sonny Abstain- Teresa

12. Recommend to Board - Administrator, Non-Vet job description with added Illinois Administrative Code
Lori motioned, Julie 2nd- Yes- Julie, Sonny, Cody, Lori Abstain- Teresa
13. Recommend to Board - Administrator, Vet job description
Lori motioned, Sonny 2nd- YES- Lori, Cody, Sonny, Julie Abstain- Teresa
14. Recommend to Board - Deputy Administrator, Vet, job description- attached
Julie motioned, Sonny 2nd- YES- Lori, Cody, Sonny, Julie Abstain- Teresa
15. Recommend to Legislative Committee - Warden job description regarding AFSCME contract- attached
Julie motioned, Cody 2nd- YES- Lori, Julie, Cody, Sonny Abstain- Teresa
16. Recommend to Board: Administrator, whether Vet or non-vet, and Deputy Administrator hours _____ 10 _____ and pay ___ \$25/hr _____

Julie motioned , Cody 2nd-

Table DA pay and hours- Sonny motioned, Lori 2nd- Julie, Lori, Cody, Sonny Abstain- Teresa
Admin pay, hrs- YES- Cody, Julie, Sonny, Lori Abstain- Teresa

17. Recommend to Board "Reasons for Termination" document required by Illinois Administrative Code- attached
Cody motioned, Lori 2nd-
Sonny motioned to table item- Cody 2nd- YES- Cody, Lori, Teresa, Julie, Sonny
18. Seeking to Renew Intergovernmental Agreements with municipalities that have expired or are soon to expire, due to Evergreen Clause: Shelbyville, Cowden, Moweaqua, Tower Hill, Findlay, Sigel, Oconee, Windsor-
Cody motioned, Lori 2nd- Table- motioned by Teresa, 2nd Lori YES- Julie, Teresa, Cody, Sonny, Lori Passed
19. NEW Business: Leach Wilson- State's Attorney acknowledges the improper bid process, but since it is out of statute of limitations, no legal action will be taken on the 2019 Chevy Silverado Dive truck from Leach Wilson for total of \$34,208.00, which was over the allowed amount of \$30,000.
*State's Attorney looking into Checks from insurance companies as reimbursements to Shelby County Dive Team
*Sheriff McReynolds- 1 deputy resigned, 1 in hiring process elsewhere, grievance is still in place, arbitration in process. Body Camera grant is in progress, audit is needed for grant approval.
20. OLD Business: Lori- has not seen IGA with Shelbyville IGA for Dive Team, nor has Julie or Cody, Teresa seen the IGA.

21. Reading and approval of minutes: Sonny motioned to approve, Julie 2nd- YES Julie, Lori, Sonny, Cody- Abstain- Teresa
22. Public Body Comment- reopened at chairs discretion
23. Motion to Adjourn: Lori motioned, Sonny 2nd- Sonny, Cody, Julie, Lori YES Teresa- abstain

October 27, 2023

NOTICE OF BUDGET COMMITTEE MEETING

There will be a Budget Committee (Orman, Bennett, Martin, Morse, and Williams) meeting on Thursday, November 2, 2023 at 10:00 AM. This meeting will be held in the Zoning office located east of the Shelby County Courthouse at 315 E. Main.

1. Call to Order
2. Roll call
3. Public Body Comment
4. Discussion and vote on recommendation to full board for approval of proposed FY 2024 budget
5. Discussion, review and recommendation of building purchase (following up on Legislative committee recommendation) the former power tumbling building on Rt 16 east of the spillway
6. Discussion and vote on changes to board rules. Strike language setting the board chairman as chairman of the Budget Committee and strike language setting the vice chairman of the board as chairman of the Finance Committee
7. Discussion and vote to recommend a regular committee meeting schedule for the Budget Committee
8. Adjournment

Shelby County Clerk - Jessica Fox

From: Shelby County Board Chair - Bobby Orman
Sent: Friday, October 27, 2023 2:23 PM
To: Shelby County Clerk - Jessica Fox
Subject: Budget committee meeting

Jessica,
Please post notice for a budget meeting

Thursday 11/2/23
10 am
Zoning office (across from courthouse)

Agenda

- discussion and vote for recommendation of '24 budget.
- Review and recommendation of building purchase (following up on legislative committee recommendation) (building on RT 16 east of spillway)
- Discussion and vote for changes to board rules. Strike language setting the board chair as chairman of the budget committee and strike language setting the vice chair of the board as the chairman of the finance committee.
- discussion and vote to recommend a committee schedule for the budget committee.

*** please send memo to all dept heads*** - this will be the last meeting with Bellwether to discuss budget. All amendments will be discussed and recommendations will made at this meeting

Thanks
Bobby

**SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION
TREASURER'S REPORT October 31, 2023**

Beginning Balance September 30, 2023 \$ 27,364.12

Deposits

Arrow Energy--Credit Card Fuel Sales	\$		5,879.20
Fuel Sales--Cash & Check	\$		1,725.33
Rent	\$		1,350.00
Transfer from First Federal	\$		2,036.81
Shelby County Aviation--Ameren IP	\$		45.07
Bank Interest	\$		2.97
			<u>11,039.38</u>
			<u>\$ 38,403.50</u>

Bills Received and Paid

Shelby County Aviation--FBO October, 2023	\$		3,500.00
Shelby Electric Cooperative	\$		785.50
Steve Wempen--Bookkeeping October, 2023	\$		200.00
Illinois Department of Revenue--Sales Tax Payment	\$		549.00
John Deere Financial--New Tractor Payment 42 of 84	\$		751.36
Shelbyville Water Department--Aerirova	\$		32.92
Consolidated Communications	\$		328.13
Ameren IP	\$		76.29
Shelbyville Ace Hardware--Hangar Maintenance	\$		132.69
Sherwin Williams--Paint for Main Hangar	\$		244.45
Albion Radio Communications, Inc.--4th Qrt. NDB Maintenance	\$		504.00
Arrow Energy--1506 Gallon of 100LL Avgas @\$4.50005	\$		6,777.07
GAB Electric--New LED Light Fixture for Main Hangar	\$		165.00
Shelby County Aviation--2 Wind Socks, Bulbs & Paper Towels	\$		437.69
Sloan Implement Co.--Maintenance on Zero Turn	\$		163.52
			<u>\$ 14,647.62</u>
			<u>\$ 23,755.88</u>

Shelby County State Bank	\$		23,755.88
First Federal Savings and Loan	\$		35,041.17
Farm Agency Account	\$		85,743.91
Fuel Receivable	\$		2,484.50
Rent Receivable	\$		345.00
Cash On Hand	\$		812.90
Certificates of Deposit	\$		20,396.71
			<u>\$ 168,580.07</u>

F I L E D

NOV 09 2023

Jennie Boy
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

REGULAR MEETING MINUTES

October 9, 2023

Members present at meeting:

Commissioners--Paul Canaday, Rick Brown, Steve Wempen

Members not present at meeting:

Commissioners--Walt Lookofsky, John Hall

County Board Members--Carol Cole

Airport Manager--Scott Jefson

Others Present--Ryan Spain, Jake Cole

Rick calls the meeting to order.

Steve calls Lindsay Hausman with Hanson's and puts her on speaker phone. Lindsay went over our request for the upcoming TIPS meeting and wanted to know if we wanted to make any changes from last year or if we wanted to adjust what our request was going to be. Lindsay confirmed the meeting was going to be on Wednesday, November 1st at 3:00. Lindsay discussed what was requested last year and what was programmed last year to update our documents for the meeting coming up. Lindsay said the top two request last year was to rehab the main apron and rehab the Main Hangar. The apron was requested with AIP money and using a lot of our entitlement money that had been saved up. That project was programed as was the rehabilitation of the Main Hangar that was programmed with the infrastructure BIL money. Lindsay said we had allotted two years of BIL money for that project. Lindsay also mentioned that we need to go thru Consultant selection because their retainer had expired in July or August of this year, so before the projects get started, we'll have to go thru that process. Lindsay said that it would be posted on IDOT's website with everything explained. Lindsay then continued explain the whole process and then we would make a selection at our next meeting and that it would be good for the next five years. A lengthy discussion on the projects ensued. Steve mentioned talking to Rick Boris about the \$33,500 Aviation Fuel Tax reimbursement for 2022 should be arriving any day. Rick asks Lindsay what was scheduled for after these projects. Lindsay said the next project we had listed was to rehabilitate the taxiway that connects the apron and the runway. The next project with the rest of the BIL money was to rehabilitate the T-Hangars and beyond that it was a T-Hangar pavement rehabilitation project. After that Lindsay said the projects get more expensive, one being rehabilitate the main runway. More discussion ensued on the future projects. Scott asks Lindsay when we could expect to build more T-Hangars and Lindsay said they just did a 10-place T-Hangar and the low bid accepted was 1.4 million dollars and that you can only use up to four years of entitlement money per project and that we would have to come up with the rest. More discussion ensued on available money for the different projects. Steve asks Lindsay if we could use the BIL money that's for doors and such for the T-Hangars, for building new T-Hangars, if we happened to get other money for the Hangars doors and she said we would be able to do that. More discussion ensued on future projects. Lindsay said she would send us a copy of what we have programmed and what we have for future request and then if we wanted to make any changes before the TIPS meeting we could. Lindsay then thanked us for our time.

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

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

Bills Presented

Shelbyville Ace Hardware--Hangar Maintenance	\$	132.69
Shelby County Aviation--2 Wind Socks, Bulbs and Paper Towels	\$	437.69
Sloan Implement--Zero Turn Maintenance	\$	163.52
Albion Radio Communications, Inc.-4th Qtr.. NDB Maintenance	\$	504.00
GAB Electric--New LED Light Fixture for Main Hangar	\$	165.00
Sherwin Williams--Paint for Main Hangar	\$	244.45

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

Ricks asks if Jeff Crane's hangar was empty now. Scott said that he left a table and a flag and other than that the hangar is empty, but he hasn't turned in any keys. Steve said he would rekey the lock, but that didn't take care of the gate key. Rick said he would call him and ask that he return both keys. Scott said that a Derrick Alms would be moving in Cranes hangar.

Managers Report

Scott said he's got the airport cleaned up ready for the community to come out for the Balloon Fest. Also he replaced both wind socks and replaced the light fixture on the east end of the Main Hangar. Scott said the other evicted renter was out and that the Flying Club had moved over into it and the one behind it. Scott also mentions that Dean Collette is settled in and has his airplane flying now. The mowers are still mowing with Paul trimming up behind them and that he also noticed moles working at the end of 32, so he would be dealing with that.

Scott said the jet fuel is still not working and that he had a helicopter land needing fuel so he set it to manual and pumped 65 gallon out. Steve asks if he had heard from Illinois Oil Marketing. Scott said the NOTAM was extended to the sixteenth and that they should have a new battery by then.

Jake Cole asks if the County Treasurer is in charge of the airports funds. Scott explains that the funds talked about come from Federal and that Steve has control all money in local accounts. Scott mentions the Federal money is controlled and distributed by the State. A discussion ensued on the matter. Scott and Steve explain that the money the airport gets from the county, is deposited in First Federal by the Treasurer and then Steve said he usually transfers it to SCSB at his own discretion. After that Steve said the airport has total control of what the money is used for. Jake mentions on county website the airport having three different accounts in the Treasurer's reports and was somewhat unclear about them. Steve said he would look into it. That the airport has three accounts including the farm account, in two different banks and numbers should match.

End of Managers Report

Old Business

Steve mentions making previously discussed changes in the Hangar Lease, printing copies for all T-Hangar renters to sign and take copies to Debbie Dunaway for her files.

New Business

Rick makes a motion to adjourn and Steve second it.

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NO.	DEBITS	CREDITS	BALANCE
	30-Sep-23	Balance Shelby County State Bank				\$ 27,364.12
6330	1-Oct-23	Shelby County Aviation--FBO October, 2023	022-5210-12-023	\$ 3,500.00		\$ 23,864.12
6331	1-Oct-23	John Deere Financial--Payment # 42of 84	022-5455-12-023	\$ 751.36		\$ 23,112.76
6332	2-Oct-23	Shelbyville Water Department	022-7800-12-023	\$ 32.92		\$ 23,079.84
6333	2-Oct-23	Shelby Electric Cooperative	022-7800-12-023	\$ 785.50		\$ 22,294.34
	6-Oct-23	Arrow Energy--Deposit			\$ 868.29	\$ 23,162.63
6334	7-Oct-23	Ameren IP--SCA 37528 \$22.54, Airport 006211 \$53.75	022-7800-12-023	\$ 76.29		\$ 23,086.34
	10-Oct-23	Illinois Department of Revenue--ACH Sales Tax Payment		\$ 549.00		\$ 22,537.34
6335	11-Oct-23	Sherwin Williams--Paint for Main Hangar	022-7440-12-023	\$ 244.45		\$ 22,292.89
6336	11-Oct-23	Albion Radio Communications, Inc.--4th Qtr NDB Maintenance	022-7442-12-023	\$ 504.00		\$ 21,788.89
6337	11-Oct-23	GAB Electric--New LED Light Fixture for Main Hangar	022-7440-12-023	\$ 165.00		\$ 21,623.89
6338	11-Oct-23	Sloan Implement Co.--Maintenance on Zero Turn	022-7441-12-023	\$ 163.52		\$ 21,460.37
6339	11-Oct-23	Shelbyville Ace Hardware--Hangar Maintenance	022-7440-12-023	\$ 132.69		\$ 21,327.68
6340	11-Oct-23	Shelby County Aviation--2 Wind Socks, Bulbs & Paper Towels	022-7444-12-023	\$ 437.69		\$ 20,889.99
	12-Oct-23	Rent--B Brunken \$115, T Chamberlain \$115, LS Flying Club \$230 J Green \$115, D Gherardini \$115, J Livesay \$125 R Heimerberger \$65				
	13-Oct-23	Fuel--\$714.37 SCA/Ameren--22.53 Rent \$880.00			\$ 1,616.90	\$ 22,506.89
6341	20-Oct-23	Arrow Energy--Deposit			\$ 2,565.58	\$ 25,072.47
6342	20-Oct-23	Consolidated Communications	022-7800-12-023	\$ 328.13		\$ 24,744.34
	20-Oct-23	Steve Wempen--Bookkeeping October, 2023	022-5220-12-023	\$ 200.00		\$ 24,544.34
	20-Oct-23	Arrow Energy--Deposit			\$ 934.59	\$ 25,478.93
6343	26-Oct-23	Arrow Energy--1506 Gallon 100LL @\$4.50005	022-8010-12-023	\$ 6,777.07		\$ 18,701.86
	26-Oct-23	Rent--W Jesse \$115, D Collette \$115, S Wempen \$115 K Best \$125				
	26-Oct-23	Fuel--\$1010.96 SCA/Ameren--22.54 Rent \$470.00			\$ 1,503.50	\$ 20,205.36
	27-Oct-23	Transfer from First Federal			\$ 2,036.81	\$ 22,242.17
	31-Oct-23	Arrow Energy--Deposit			\$ 1,510.74	\$ 23,752.91
		Bank Interest			\$ 2.97	\$ 23,755.88
		Board Meeting November 6, 2023				

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	DEBITS	CREDITS	BALANCE
	1-Sep-23	Beginning Balance - First Federal Sept-Nov 2023			\$ 35,033.69
	26-Sep-23	Treasurer Shelby County--Disbursement		12,432.80	\$ 47,466.49
1022	26-Sep-23	Transfer to SCSB	\$ 12,432.80		\$ 35,033.69
	29-Sep-23	Interest Compounded		3.61	\$ 35,037.30
	20-Oct-23	Replacement Tax--7th Allocation		2,036.81	\$ 37,074.11
1023	26-Oct-23	Transfer to SCSB	\$ 2,036.81		\$ 35,037.30
	31-Oct-23	Interest Compounded		3.87	\$ 35,041.17

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY **October 31, 2023**

CHECK NO.	DATE	5210-01	5220-12	5455-12	6120-12	7000-12	7440-12	7441-12	7442-12	7443-12	7444-12	7800-12	8010-12	9900-12
6330	YTD	\$ 3,500.00	\$ 200.00	\$ 751.36	\$ 20,713.00	\$ 77.31	\$ -	\$ 24.13	\$ -	\$ -	\$ 830.00	\$ 1,589.28	\$ 9,730.04	\$ -
6331	1-Oct-23	\$ 3,500.00												
6332	2-Oct-23											\$ 32.92		
6333	2-Oct-23											\$ 785.50		
6334	7-Oct-23			\$ 751.36								\$ 76.29		
6335	11-Oct-23						\$ 244.45							
6336	11-Oct-23								\$ 504.00					
6337	11-Oct-23						\$ 165.00							
6338	11-Oct-23							\$ 163.52						
6339	11-Oct-23						\$ 132.69							
6340	11-Oct-23													
6341	20-Oct-23										\$ 437.69			
6342	20-Oct-23		\$ 200.00									\$ 328.13		
6343	26-Oct-23													\$ 6,777.07

31-Oct-23	\$ 3,500.00	\$ 200.00	\$ 751.36	\$ -	\$ -	\$ 542.14	\$ 163.52	\$ 504.00	\$ -	\$ -	\$ 437.69	\$ 1,222.84	\$ 6,777.07	\$ -
YTD	\$ 7,000.00	\$ 400.00	\$ 1,502.72	\$ 20,713.00	\$ 77.31	\$ 542.14	\$ 187.55	\$ 504.00	\$ -	\$ -	\$ 1,267.69	\$ 2,812.12	\$ 16,507.11	\$ -
		\$ 14,098.62												
	ACH--IL Dept. of Revenue	\$ 549.00												
	Total Monthly Expenses	\$ 14,647.62												
		\$ -												
		\$ 14,647.62												

	Total	\$ 52,177.74												
	Sales Tax Payments	\$ 1,225.00												
	YTD Total Budget	\$ 53,402.74												

Shelby County Airport and Landing Field Commission

Fuel Sales October, 2023

DATE	QUANTITY	CUSTOMER	INVOICE	PRICE	CREDIT CD	CHARGE	CASH
1-Oct-23	18.15	Credit Card Customer	1290	\$ 5.69	\$ 103.27		
2-Oct-23	10.09	Scott Jefson	1291	\$ 5.64		\$ 56.91	
3-Oct-23	16.68	Credit Card Customer	1292	\$ 5.69	\$ 94.91		
4-Oct-23	61.35	Credit Card Customer	1293	\$ 5.69	\$ 349.08		
4-Oct-23	54.41	Credit Card Customer	1294	\$ 5.69	\$ 309.59		
4-Oct-23	24.79	Credit Card Customer	1295	\$ 5.69	\$ 141.06		
5-Oct-23	5.59	Scott Jefson	1296	\$ 5.64		\$ 31.53	
6-Oct-23	13.41	Credit Card Customer	1297	\$ 5.69	\$ 76.30		
6-Oct-23	1.00	Credit Card Customer	1299	\$ 5.69	\$ 5.69		
6-Oct-23	12.34	Ryan Spain	1300	\$ 5.64		\$ 69.60	
6-Oct-23	5.11	Credit Card Customer	1301	\$ 5.69	\$ 29.08		
6-Oct-23	5.76	Don Gherardini	1302	\$ 5.64		\$ 32.49	
7-Oct-23	60.11	Credit Card Customer	1303	\$ 5.69	\$ 342.03		
7-Oct-23	50.10	Credit Card Customer	1304	\$ 5.69	\$ 285.07		
7-Oct-23	25.10	Credit Card Customer	1305	\$ 5.69	\$ 142.82		
8-Oct-23	59.68	Credit Card Customer	1306	\$ 5.69	\$ 339.58		
9-Oct-23	5.27	Credit Card Customer	1307	\$ 5.69	\$ 29.99		
9-Oct-23	9.40	Scott Jefson	1308	\$ 5.64		\$ 53.02	
9-Oct-23	6.59	Credit Card Customer	1309	\$ 5.69	\$ 37.50		
10-Oct-23	18.23	Credit Card Customer	1310	\$ 5.69	\$ 103.73		
10-Oct-23	6.11	Credit Card Customer	1311	\$ 5.69	\$ 34.77		
10-Oct-23	64.96	Credit Card Customer	1312	\$ 5.69	\$ 369.62		
10-Oct-23	6.04	Credit Card Customer	1313	\$ 5.69	\$ 34.37		
11-Oct-23	5.50	Scott Jefson	1314	\$ 5.64		\$ 31.02	
11-Oct-23	2.12	Credit Card Customer	1315	\$ 5.69	\$ 12.06		
11-Oct-23	2.98	Chapter 274, EAA	1316	\$ 5.64		\$ 16.81	
11-Oct-23	43.90	Credit Card Customer	1317	\$ 5.69	\$ 249.79		
11-Oct-23	10.03	Chapter 274, EAA	1318	\$ 5.64		\$ 56.57	
11-Oct-23	12.07	Chapter 274, EAA	1319	\$ 5.64		\$ 68.07	
12-Oct-23	1.22	Paul Canaday	1320	\$ 5.64		\$ 6.88	
12-Oct-23	8.04	Credit Card Customer	1321	\$ 5.69	\$ 45.75		
12-Oct-23	4.11	Credit Card Customer	1322	\$ 5.69	\$ 23.39		
12-Oct-23	6.00	Credit Card Customer	1323	\$ 5.69	\$ 34.14		
12-Oct-23	7.67	Credit Card Customer	1324	\$ 5.69	\$ 43.64		
13-Oct-23	75.11	Cash Customer	1325	\$ 5.69			\$ 427.38
13-Oct-23	40.16	Cash Customer	1326	\$ 5.69			\$ 228.51
14-Oct-23	5.01	Credit Card Customer	1327	\$ 5.69	\$ 28.51		
15-Oct-23	5.10	Credit Card Customer	1328	\$ 5.69	\$ 29.02		
16-Oct-23	5.29	Shelby County Highway Dept.	1329	\$ 5.69		\$ 30.10	
16-Oct-23	5.24	Paul Canaday	1330	\$ 5.64		\$ 29.55	
17-Oct-23	17.92	Credit Card Customer	1331	\$ 5.69	\$ 101.96		
17-Oct-23	7.22	Credit Card Customer	1332	\$ 5.69	\$ 41.08		
17-Oct-23	11.60	Credit Card Customer	1333	\$ 5.69	\$ 66.00		
17-Oct-23	19.33	Credit Card Customer	1334	\$ 5.69	\$ 109.99		
17-Oct-23	30.51	Credit Card Customer	1335	\$ 5.69	\$ 173.60		
18-Oct-23	50.10	Credit Card Customer	1336	\$ 5.69	\$ 285.07		
18-Oct-23	58.77	Credit Card Customer	1337	\$ 5.69	\$ 334.40		
18-Oct-23	15.81	Credit Card Customer	1338	\$ 5.69	\$ 89.96		
18-Oct-23	5.00	Credit Card Customer	1339	\$ 5.69	\$ 28.45		
20-Oct-23	1.12	Credit Card Customer	1340	\$ 5.69	\$ 6.37		
21-Oct-23	6.13	Matt Figgins	1341	\$ 5.64		\$ 34.57	
21-Oct-23	20.52	Don Gherardini	1342	\$ 5.64		\$ 115.73	
21-Oct-23	8.11	Credit Card Customer	1343	\$ 5.69	\$ 46.15		
22-Oct-23	5.11	Credit Card Customer	1344	\$ 5.69	\$ 29.08		
22-Oct-23	4.11	Credit Card Customer	1345	\$ 5.69	\$ 23.39		
22-Oct-23	5.07	Credit Card Customer	1346	\$ 5.69	\$ 28.85		
22-Oct-23	18.73	Credit Card Customer	1347	\$ 5.69	\$ 106.57		
23-Oct-23	3.83	Scott Jefson	1348	\$ 5.64		\$ 21.60	
23-Oct-23	22.00	Credit Card Customer	1349	\$ 5.69	\$ 125.18		
23-Oct-23	5.01	Credit Card Customer	1350	\$ 5.69	\$ 28.51		
24-Oct-23	25.25	John Livesay	1351	\$ 5.64		142.41	

SHELBY COUNTY AIRPORT

100LL COST OF SALES REPORT Sept.-Nov. 2023

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL COST	NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH						
September	1667.08	\$ 5.68	\$ 7,127.03	\$ 1,581.04	\$ 763.89	\$ 9,471.96	\$ 5.10	\$ 5.42	\$ 206.04	\$ 9,239.53	\$ 232.43
October	1284.71	\$ 5.68	\$ 5,730.71	\$ 915.58	\$ 655.89	\$ 7,302.18	\$ 4.99	\$ 5.30	\$ 170.40	\$ 6,981.77	\$ 320.41
November	0.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	2951.79	\$ 5.68	\$ 12,857.74	\$ 2,496.62	\$ 1,419.78	\$ 16,774.14		\$ 376.44	\$ 16,221.30	\$ 552.84	

JET A COST OF SALES REPORT Sept.-Nov. 2023

\$30 Monthly Fee included in Arrow Fee Above

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL COST	NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH						
September	0.00					\$ -			\$ -	\$ -	
October	65.00	\$ 5.99	\$ -	\$ 389.35	\$ -	\$ 389.35	\$ 4.39	\$ 4.66	\$ -	\$ 303.18	\$ 86.17
November						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
						\$ -			\$ -	\$ -	
TOTAL	65.00	\$ 5.99	\$ -	\$ 389.35	\$ -	\$ 389.35			\$ 303.18	\$ 86.17	

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

REGULAR MEETING AGENDA

**Meeting to be held at the Shelby County Airport
November 6, 2023
7:00 PM**

- I. Call Meeting to Order**
- II. Guest Speaker (If Scheduled)**
 - 1 Jim Schwerman to present Farm Report**
 - 2**
- III. Approval of Minutes**
- IV. Approval of Treasurer's Report**
- V. Approval of Bills Presented**
- VI. Airport Manager's Report**
- VII. Old Business**
 - 1 Discuss getting bids to replace hangar doors to submit for ARPA Funds.**
 - 2**
 - 3**
- VIII. New Business**
 - 1 Jim Schwerman to discuss getting bids to remove partial fence.**
 - 2 Discuss purchase of gate(s) for entrance on to the ramp at Terminal building.**
 - 3**
- IX. Adjournment**