RESOLUTION NO. 2017-12-12-A

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, the County has a Christmas Party every year in December for county employees; and,

WHEREAS, the County will pay for the County employees to attend the event at the cost of $7.00 per plate and a $100.00 rental for the use of the hall; and,

WHEREAS, the County Treasurer would be directed to pay for the cost of the County Employees only; however, spouses are required to purchase their own meal; and

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. RECITALS.

The County Board hereby finds that the recitals contained in the preambles to this Resolution are true and correct and does incorporate them into this Resolution by reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the payment of the cost of the County Employees to attend the Christmas Party at $7.00 per plate and a $100.00 rental for the use of the hall.

SECTION 3. AUTHORIZATION TO OFFICERS.

The Fayette County Board Chairman is authorized, empowered and directed to the County Treasurer to pay the amount submitted by the County Clerk for payment of the Christmas Party.

SECTION 4. SEVERABILITY.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.
PASSED by the County Board of the Fayette County, Illinois on the ___12th___ day of December, 2017, upon yea and nay vote as follows:

BRYCE KISTLER
JAKe HARRIS
JOHN C. DANIELS, JR.
JEFFREY BECKMAN
GLEN W. DANIELS
MARK ISAIAH
DEAN J. BERNHARDT
KEITH COLE
DARRELL SCeAAL
JENNY WAGGONER
GLENN GURTNER
GLENDA J. BARTELS
WADE WILHOURL
CHAD AUSTIN

Yea
Yea
Yea
Yea
Yea
Yea
Yea
Yea
Yea
Yea

Absent
Absent

APPROVED by the Chairman of the Fayette County Board, Illinois on the ___12th___ day of December, 2017.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-12-12-B

AN ORDINANCE APPROVING THE FAYETTE COUNTY SOLID WASTE COORDINATOR AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 12th DAY OF DECEMBER, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS _______________ DAY OF DECEMBER, 2017
ORDINANCE NO. 2017-12-12-B

AN ORDINANCE APPROVING THE FAYETTE COUNTY SOLID WASTE COORDINATOR AGREEMENT

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the Fayette County Health Department has provided solid waste management on behalf of Fayette County over the year pursuant to prior annual Agreements; and,

WHEREAS, Fayette County is best served in continuing to allow the Fayette County Health Department to handle solid waste issues and to appoint a Coordinator to manage such pursuant to the Agreement attached hereto as Exhibit A; and,

WHEREAS, it is in the best interests of the County to approve the attached contract.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Fayette County Solid Waste Coordinator Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.
**Section 4. Authorization to Others.** All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

**Section 5. Severability.**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**Section 6. Repealer.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of December, 2017, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bryce Kistler</td>
<td>Yea</td>
</tr>
<tr>
<td>Jake Harris</td>
<td>Yea</td>
</tr>
<tr>
<td>John C. Daniels, Jr.</td>
<td>Yea</td>
</tr>
<tr>
<td>Jeffrey Beckman</td>
<td>Yea</td>
</tr>
<tr>
<td>Glen W. Daniels</td>
<td>Yea</td>
</tr>
<tr>
<td>Mark Isaiah</td>
<td>Yea</td>
</tr>
<tr>
<td>Dean J. Bernhardt</td>
<td>Yea</td>
</tr>
<tr>
<td>Keith Cole</td>
<td>Yea</td>
</tr>
<tr>
<td>Darrell Schaal</td>
<td>Yea</td>
</tr>
<tr>
<td>Jenny Waggoner</td>
<td>Yea</td>
</tr>
<tr>
<td>Glenn Gurtner</td>
<td>Yea</td>
</tr>
<tr>
<td>Glenda J. Barteches</td>
<td>Yea</td>
</tr>
<tr>
<td>Wade Wilhour</td>
<td>Absent</td>
</tr>
<tr>
<td>Chad Austin</td>
<td>Absent</td>
</tr>
</tbody>
</table>
APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of December, 2017.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk

[SEAL]
FAYETTE COUNTY SOLID WASTE COORDINATOR

THE PARTIES to this AGREEMENT are the Fayette County Board and the Fayette County Health Department.

THE PURPOSE of this agreement is to provide a Solid Waste Coordinator for Fayette County through the Fayette County Health Department.

THE TERMS of the AGREEMENT are as follows:

1. It is estimated that the Fayette County Health Department will expend up to an average of .15 FTE of staff employee time and a minimum 0.02 FTE of supervisory time in fulfilling its obligations under this AGREEMENT.

2. The Fayette County Health Department shall:
   A. Coordinate all activities as agreed upon with the Fayette County Board
   B. Assist with the organization and presentation of meetings and activities within Fayette County.
   C. Represent Fayette County on the six county Solid Waste Management Advisory Committee and attend pertinent regional meetings.
   D. Report to the Solid Waste Committee of the County Board on activities and meetings held within the county concerning the Solid Waste Plan.
   E. Perform such other reasonable duties at the direction of the County Board which may become necessary in developing and implementing the County's Solid Waste Plan, providing that such additional duties shall be subject to the approval of the Administrator of the Fayette County Health Department.
   F. The Fayette County Health Department shall pay all in-county travel expenses incurred by the Solid Waste Coordinator in the course of his employment as such.

3. In exchange for the above listed services by the Fayette County Health Department, the Fayette County Board shall:
   A. Pay to the Fayette County Health Department the sum of $1500 per quarter, for 4 consecutive quarters beginning 12/01/16 and ending 11/30/2019.
   B. Pay out-of-county travel and meeting expenses incurred by the Fayette County Health Department in fulfilling obligations under this Agreement. Said expenses shall not exceed $700.00 per year. Any travel and meeting expenses in excess of $700.00 per year shall be subject to the approval of the County Board.
This AGREEMENT is entered into pursuant to a motion made and approved at the Fayette County Board meeting. The terms of this AGREEMENT are effective and binding on each party hereto as of 12/01/2017 and until 11/30/2019. The agreement may be terminated by either party upon a 60 day written notice.

APPROVED:

Jeff Beckman, Chairman
Fayette County Board

Rhonda Andrews, Administrator
Fayette County Health Department

ATTESTED:

Vicky Conder
Fayette County Clerk and Recorder

Date 12/12/2017
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-12-12-C

AN ORDINANCE APPROVING THE ANIMAL CONTROL CONTRACT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS

THIS 12th DAY OF DECEMBER, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY

THIS ___________________ DAY OF DECEMBER, 2017
ORDINANCE NO. 2017-12-12-C

AN ORDINANCE APPROVING THE ANIMAL CONTROL CONTRACT

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, Dr. Connie Heaton is qualified to perform the duties of the Fayette County Animal Control; and that the certain and specific terms are more fully set forth in the attached Contract; and,

WHEREAS, it is in the best interests of the County to approve the attached Contract.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Animal Control Contract.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such
Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

**SECTION 4. AUTHORIZATION TO OTHERS.** All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

**SECTION 5. SEVERABILITY.**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 6. REPEALER.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the __12th___ day of December, 2017, upon yea and nay vote as follows:

BRYCE KISTLER  Yea
JAKE HARRIS    Yea
JOHN C. DANIELS, JR. Yea
JEFFREY BECKMAN Yea
GLEN W. DANIELS  Yea
MARK ISAIAH     Yea
DEAN J. BERNHARDT Yea
KEITH COLE      Yea
DARRELL SCHAAL Yea
JENNY WAGGONER Yea
GLENN GURTNER  Yea
GLENDA J. BARTELS  
Yea

WADE WILHOURE  
Absent

CHAD AUSTIN  
Absent

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of December, 2017.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk

(SEAL)
CONTRACT
(Animal Control Officer and Administrator)

THIS CONTRACT is made and entered this 12th date of December , 2017, by and between the County of Fayette, Illinois, hereinafter referred to as County, and Connie Heaton, d/b/a Heaton-Heistand Veterinarian Hospital, hereinafter referred to as Contractor.

For and in consideration of the mutual promises, covenants and agreements of the parties hereinafter set forth, it is agreed:

1. County agrees to hire Dr. Connie Heaton, d/b/a Heaton-Heistand Veterinarian Hospital, as an independent Contractor, to handle all animal control duties for the County of Fayette, and any or all of the Cities, Villages and Municipalities located in Fayette County as determined by County, including the picking up, storing, feeding, destroying or otherwise disposing of all animals and providing convenient times and places to leave animals for the purpose of Contractor taking control of them. Contractor agrees to perform the duties of Animal Control Officer and Administrator under the direction of the Fayette County Sheriff and Fayette County Board.

2. The length of this contract shall be for a term of two (2) years beginning January 1, 2017 and expiring December 31, 2019.

3. County agrees to pay Contractor $58,000.00 per year. Contractor shall be paid on a monthly basis.

4. County Rabies Control Officer: Contractor shall assume and perform the duties of the County’s Rabies Control Officer. Contractor shall be responsible for purchasing rabies tags at a reasonable cost and shall be reimbursed for the costs of said tags by County.

5. Contractor agrees to perform contract day and night, year round, providing complete animal control services for County being responsible for the unincorporated county areas and, upon request of local authorities, for the cities, villages, and municipalities, as determined by County, contained within Fayette County, Illinois.

6. Contractor shall maintain an adequate kennel, with runs, concrete floor, cyclone fencing, quarantine pens and other necessary facilities, all in conformance with recognized standards as to facilities for the impoundment of all animals, and maintain the facilities in good and sound condition of repair.

7. Contractor is by this contract and shall at all times remain an independent contractor. She shall have full responsibility for all animal control duties, including the picking up, storing, feeding, destroying and otherwise disposing of all animals and providing convenient times and places for the citizens of Fayette County to leave animals for the purpose of Contractor taking control of them.
8. In her operations of the kennel, Contractor shall keep and maintain the same in a clean and sanitary condition and see that all animals, if any there be are fed, watered, and cared for in accordance with recognized humane standards, and cause the disposition of all diseased or unclaimed animals in accordance with lawful and recognized humane standards and practices.

9. Contractor agrees to collect fees as per any County Ordinance providing for animal control which may be in effect during the term of this contract. Contractor shall keep record of fees collected and shall present all fees collected to the County Treasurer in a timely fashion.

10. Contractor will notify the local law enforcement department when making a call on a complaint. Contractor is to request local law enforcement department's help or assistance if enforcement of any criminal or quasi-criminal laws or ordinances might be involved. Example: fine, use of gun, vicious animal, impoundment, etc.

11. Contractor must keep records of the following:
   a. Animals picked-up, dropped off at kennel, boarded and euthanized.
   b. Supplies such as food and medical supplies.
   c. Mileage records on trips involving animal control. This must include date, time, place of destination, name of animal owner, name of person making complaint and the odometer reading (beginning of trip and end of trip) for total mileage.

   With exception of compensation outlines in above paragraph number three, Contractor is to receive no additional compensation for performing these duties.

12. The Contractor shall have the authority to employ such other Assistant(s) Animal Control Officer(s) as she shall deem necessary to perform the Obligations of her office under the terms of this agreement. Said Assistant(s) shall be designated as subcontractors for which the Contractor is completely liable for salaries, expenses, and liability for any misfeasance or malfeasance by the same.

13. The Contractor and/or her Assistant(s), if any, shall dress in such a manner as to adequately alert the public as to their position as an Animal Control Officer whenever responding to a call in their capacity as an Animal Control Officer.

14. **Phone and Pager:** Contractor shall, at the expense of the Contractor, maintain a telephone and pager service whereby the public can contact Contractor. Said telephone and pager numbers shall be listed in a local phone book and published from time to time in local newspapers.

15. **Adoption:** Contractor shall be responsible for implementing and overseeing an animal adoption program to encourage the adoption of stray and unwanted pets and animals.
16. Contractor shall prepare and submit an annual report to the County Board including information concerning all information collected and records kept.

17. Contractor shall maintain, at the Contractor’s expense, all appropriate licenses and certifications as required by Illinois and Federal law.

18. In the event an animal needs to be euthanized, the Contractor shall give notice of not less than seven (7) days to the animal’s owner prior to the disposal of the animal.

Approved by the Fayette County Board on the 12th day of December, 2017, during their regular board meeting.

Jeffrey Beckman, Chairman
Fayette County Board

Dr. Connie Heaton
Contractor

ATTEST:

Vicky Conder, Clerk
Fayette County Board
RESOLUTION NO. 2017-12-12-D

WHEREAS, Fayette County, Illinois (the “County”) is committed to providing a safe and rewarding work environment for its employees; and

WHEREAS, the County is responsible for ensuring timely and accurate compensation and benefits administration as required by state and federal law; and

WHEREAS, the County Employee Personnel Policy Handbook requires clarifications of existing administration of compensation and benefits;

NOW THEREFORE be it resolved by the County Board of Fayette County, Illinois in regular session that the sections regarding Employee Classification and Attendance shall be updated to reflect the changes as attached to this resolution; and

PASSED AND APPROVED by the Fayette County Board Members on this 12th day of December, A.D., 2017.

AYES 12  
ABSENT 2

NAYS 0  
VACANT 0
Instructions: The following language replaces in whole the Employee Classification portion of the Fayette County, Employee Personnel Handbook, commencing on page six (6) and ending on page seven (7).

EMPLOYEE CLASSIFICATIONS

A. Each position within the county shall be defined as one of four classifications.

a. **Full Time:** Working 30 - 40 hours per week or more. Eligible for enrollment in the County Health Benefits Plan and IMRF enrollment. Entitled to vacation and sick leave accrual.

b. **Part Time:** Working less than 30 hours per week. Not eligible for enrollment in County Health Benefits, vacation or sick leave accrual. Eligible for IMRF enrollment if the employee works a minimum of 1,000 hour per year.

   i. **Short Term Part Time:** Working 1 to 40 hours per week for a period of time not to exceed two (2) consecutive calendar quarters during a calendar year. (i.e. seasonal part time for elections, highway department, etc)

c. **Contract Labor:** Persons engaged by a specific agreement legally executed by a competent county authority. Shall not be regarded as a county employee. Are not eligible for enrollment in County Health Benefits, vacation or sick leave accrual or IMRF enrollment.

d. **Volunteers:** Persons who volunteer their time to the county. They must abide by all rules of conduct of county employees. Shall not be regarded as a county employee. Are not eligible for enrollment in County Health Benefits, vacation or sick leave accrual or IMRF enrollment.

e. **Students and Interns:** Individual who participate on a temporary basis in department activities and / or serve without compensation as a condition of fulfilling academic requirement or training. They must abide by all rules of conduct of county employees. Shall not be regarded as a county employee. Are not eligible for enrollment in County Health Benefits, vacation or sick leave accrual or IMRF enrollment.

B. Each job title, either full time or part time, within the organization is further classified salary purposes, based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title.
ATTENDANCE

A. Employees are expected to report to work at the start of their assigned shift and to diligently performed their assigned duties through the end of their assigned shift.

   a. All employees shall record their arrival at the start of their shift and their departure at the end of their shift using the department prescribed method.

   b. Full Time Employees are entitled to an unpaid meal break during their shift. The duration and time of that break to be established by their management. Employees shall record the start and their return from their meal break shift using the department prescribed method.

   c. Part Time Employees may be authorized an unpaid meal break depending on the definition of their part time hours. This is defined in the employee instructions for the part time position. Should a meal break be authorized, the employees shall record the start and their return from their meal break shift using the department prescribed method.

B. All employees will remain at their assigned work space unless performing duties requiring otherwise. Failure to be at their assigned work space shall resulting in a disciplinary action.

C. An employee unable to report to work because of illness or emergency must call his or her manager as far in advance as possible prior to, but no later than the start of, the assigned shift.

   a. Such notification shall include a reason for the absence or tardiness and an indication of when the employee can be expected to report to work.

   b. In the absence of the manager the employee may notify another office staff of the absence.

D. Failure to provide proper notification of an absence or tardiness as well as unexcused absence, late arrivals or early departures from work may result in disciplinary action up to and including termination.

E. An employee who fails to report to work for up to three (3) consecutive work days, and who fails to notify their manager in advance for the reason of their absence, will be considered to have resigned their position with the county.