

November 9, 2020  
**SHELBY COUNTY BOARD MEETING AGENDA**  
**November 12, 2020 – 9:00 A. M.**  
**Lion's Club Building in Forest Park, Shelbyville**

1. Call to Order-Prayer- Pledge of Allegiance
2. Roll Call
3. Approval of Minutes from the October 14, 2020 regular board meeting and the November 6, 2020 special board meeting
4. Public Body Comment
5. Bruce Cannon, Chairman – Announce vacancies in County Board District #11 due to resignation of Frank Mulholland and County Board District #2 due to resignation of Robert Jordan
6. Bruce Cannon, Chairman – Appointment of Derek Percy to fill the vacancy in County Board District #2 upon recommendation of the Republican Central Committee
7. Probation CMO Heather Wade –Request Approval of Drunk and Drugged Driving Prevention Month Proclamation
8. Sean McQueen, Undersheriff – Discussion of possible CURES Grant funds available for Shelby County
9. Dennis Drnjevic – Motion for the Shelby County Treasurer and all future Shelby County Treasurers to receive counseling pertaining to County Treasurers' Job Duties pursuant to 55 ILCS 5/3 10001 to 10020 (Counseling will be conducted by the Board Chairman, States Attorney and the Treasurer. A copy of this document will be entered into the Treasurer's personnel file, a copy retained by the State's Attorney and copies provided to the board members. Counseling will commence after December 1, 2020 and be completed by January 31, 2021).
10. Barbara Bennett, Insurance Chair – Request approval for amendment to health insurance wording to provide COBRA Insurance to retirees up to 18 months following their retirement
11. LaVonne Chaney – Motion to approve Shelby County pay the 2019 tax bill plus interest for the Shelby County Farm Parcels 1812-03-00-100-001 and 1812-04-00-200-001
12. Gary Patterson, Law Enforcement Chair – Request approval of FOP arbitrators ruling and FOP contract for year 9/1/2018 – 8/31/2021 as detailed by Mark Rusillo, FOP representative
13. Gary Patterson, Law Enforcement Chair – Amendment to Payroll Policy
14. Gary Patterson – Discuss and establish a Shelby County Policy to create a Managers Council
15. Treasurer Erica Firnhaber – Review of expense/revenue monthly report; Request approval to make a lump sum payment of \$300,000 to IMRF to pay off towards IMRF ECO deficit
16. County Highway Engineer Alan Spesard – Highway Engineer's Report – Request approval for: Petition by Clarksburg Highway Commissioner to replace collapsed drainage structure; Petition by Clarksburg Highway Commissioner to replace bridge 087-3198; Resolution to use Rebuild Illinois funds for Construction and Engineering for Cowden-Herrick Road Improvement Project; Resolution to use Rebuild Illinois funds to replace Bridge 087-3000 on the Moweaqua County Highway; Resolution to renew professional services agreement with Hammond & Reid Land Surveying LTD
17. Committee Reports
18. Chairman Updates
19. Chairman Appointments – Bobby Orman, Troy Agney, Sean McQueen – 911 ETSB EIEDA –
20. Correspondence
21. Approval of Claims
22. Adjournment

**Please silence cell phones during the Board meeting.**

Prayer today is given by Mike Carr, Minister of the Shepard Hook Church in Findlay

## SHELBY COUNTY BOARD MEETING

November 12, 2020 – 9:00 A.M.

The Shelby County Board met on Thursday, November 12, 2020, at 9:00 A.M. at the Lion's Club in Forest Park in Shelbyville, Illinois.

Chairman Cannon called the meeting to order. Board member Terry Metzger gave the prayer, and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Ditzler was absent.

Minutes for the October 14, 2020 Board meeting and the November 6, 2020 special meeting were presented for approval. Hayden made motion to approve the minutes. Coffman seconded said motion, which passed by voice vote (18 yes, 0 no).

At this time Chairman Cannon called for Public Body Comment.

Several audience members expressed their dissatisfaction regarding an agenda item about counseling the Treasurer and questioned while the Treasurer was being singled out. Other members also questioned the payment of the farm taxes, which has been repeatedly explained to the board that they cannot legally do. Cannon issued an apology to both Wilma's and Martha Firnhaber regarding a remark he had made at a previous meeting. Steve Melega, Health Administrator, updated those in attendance on the increased number of Covid-19 cases in Shelby County, as well as the State of Illinois and cautioned those in attendance to be careful and take preventative measures to keep themselves safe. Melega also thanked Cannon for his chairmanship during his tenure on the County board. John Kraft and Kirk Allen from the Edgar County Watchdogs, addressed the board on the same topics and encouraged board members to get legal opinions in writing before taking actions on matters they might question.

Chairman Cannon announced the vacancies in County board district 11 and district #2 due to the resignations of Frank Mulholland and Robert Jordan.

Upon recommendation by the Republican Central Committee, Cannon requested the appointment of Derek Pearcy to fill the vacancy in County Board District #2. Baker made motion to approve this appointment. Gergeni seconded said motion, which passed by voice vote (18 yes, 0 no).

Clerk Fox administered the Oath to Mr. Pearcy, and he took his seat on the Board.

Probation CMO Heather Wade requested the board proclaim December 2020 as Drunk and Drugged Driving (3D) Prevention Month. The Memorial Tree will be placed in the Courthouse throughout the month of December. Wade thanked the Board for their support. (Proclamation attached to these minutes).

Lenz made motion to approve the Proclamation declaring December 2020 to be Drunk and Drugged Driving (3D) Prevention Month. Chaney seconded said motion, which passed by voice vote (18 yes, 0 no).

Recently appointed Undersheriff Sean McQueen addressed the board regarding the \$400,000+ in funding Shelby County is eligible for under the CURES grant. These are Federal funds which have been distributed to the State and Local government to help offset expenses associated with mitigating Covid-19. McQueen has been in communication with State Senator Chapin Rose and informed the board salary and benefit expenses for public safety employees of the County can be reimbursed from March 2020 – the end of the year. McQueen stated he would also reach out to the other department heads for any reimbursable expenses they might also have for this grant.

Board member Dennis Drnjevic pulled his motion which recommended counseling for the Treasurer. Baker thanked Drnjevic for pulling this motion.

Insurance Committee Chair Barbara Bennett stated during a recent meeting with representatives from our Health Insurance carrier it was decided the language regarding retirees needed to be legal and cleaned up. The County is legally required to provide 18 months of COBRA insurance to those who leave employment. The retirees of the County will now be covered by this COBRA insurance if needed for up to 18 months following their retirement. The retiree pays the premium for the COBRA insurance. The current individual premium is \$900.00 per month.

Williams made motion to approve this wording change. Patterson seconded said motion, which passed by voice vote (18 yes, 0 no).

Board member LaVonne Chaney pulled her motion regarding payment of the taxes on the County Farm.

Law Enforcement Chair Gary Patterson informed the board that FOP (Fraternal Order of Police) had been working without a contract since September 1, 2018. Arbitration was conducted in February of 2020 and a decision was provided to the County on May 11, 2020. Patterson told the board he did not expect a vote on the FOP contract to take place today. Mark Rusillo, Union rep for FOP was present to answer questions from the board. The contract from 2015-2018, as well as the "copy" of the draft for 2018-2021 states the employees of the Sheriff's office shall be scheduled to work on a regular 5-day work shift in a seven-day period. The deputies have been working 4-10 hour shifts since January of 2015. Discussion was

**Shelby County Board Meeting**  
**November 12, 2020**

held about the work hours. Members of the negotiating committee stated that only wages and insurance were arbitrated, not hours of work. Both Rusillo and Patterson recommend the board have their new legal counsel review this contract before presenting for approval.

Patterson next presented for approval an amendment to the payroll policy. Patterson stated he had spoken with the State's Attorney, the Attorney General's office and 2 different accountants regarding changes to the payroll policy that are being presented at today's meeting. The change requested is payments to all employees will be based on the approved work hours on the approved time sheets by the supervisor and not time in and time out. This is partly due to the deputies and their drive time, which they do not want paid for. After much discussion, Patterson made motion to approve the amendment to the payroll policy. Barr seconded said motion. Orman made motion to table this item, with Slifer seconding the motion to table.

The motion to table the payroll policy changes passed by roll call vote. Aye: Baker, Chaney, Coffman, Drnjevic, Durbin, Gergeni, Hayden, Metzger, Orman, Patterson, Percy, Simpson, Slifer, Swits, Tate and Williams. Nay: Barr. Not Voting: Cannon. Absent: Bennett and Lenz.

The next item presented by Patterson was to create a manager's council which would be made up of both the County Board chairman and vice chair, state's attorney and all elected officials and department heads of Shelby County. Discussion followed. Patterson made motion to approve the creation of a manager's council. Coffman seconded said motion, which failed by voice vote (4 yes, 13 no).

Treasurer Erica Firnhaber presented the revenue and expense report. Firnhaber requested approval to make a \$300,000 one-time payment to IMRF towards the ECO (elected county official) retirement debt. Making this payment before January 1 will reduce the amount of interest (7.5%) the County will have to pay.

Metzger made motion to approve the one-time payment. Orman seconded said motion, which passed by roll call vote (17 yes, 0 no). Aye: Baker, Barr, Chaney, Coffman, Drnjevic, Durbin, Gergeni, Hayden, Metzger, Orman, Patterson, Percy, Simpson, Slifer, Swits, Tate and Williams. Not voting: Cannon. Absent: Bennett and Lenz.

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

Alan Spesard, County Highway Engineer, addressed the Board to present 2 petitions, 3 resolutions and provide some updates. Spesard presented a petition from the Clarksburg Highway Commissioner to replace a drainage structure located 2 miles south of Clarksburg. Estimated costs are \$7,000 and will be shared equally between the County and the Township.

Durbin made motion to approve the petition. Slifer seconded said motion, which passed by voice vote (17 yes, 0 no). (Copy of petition attached to these minutes).

Spesard presented a second petition from the Clarksburg Highway Commissioner to replace a bridge located 2 miles southwest of Clarksburg near Hidden Springs. This bridge is 90 feet long and was closed due flood damage. It had been posted at 12 ton but was reduced to 8 ton after being inspected and reopened by IDOT. Estimated costs are \$540,000, which includes engineering. This engineering costs bridge will be 80% state funded with the remaining 20% shared between the County and the Township. The construction costs will be 80% federally funded, 16 % state funded and the remaining 4% split between the Township and the County.

Slifer made motion to approve the petition. Durbin seconded said motion, which passed by voice vote (17 yes, 0 no).

The new couple of resolutions that Spesard will present are from the Rebuild Illinois Capital Grant passed in June of 2019. These funds are restricted for Capital Improvement projects which are bondable. This allows for the use of Rebuild Illinois funds instead of local funds. Spesard stated over 3 years, Shelby County will receive over \$936,000 in Rebuild Illinois funds.

The first project for these funds is for improvements on the Cowden-Herrick road which involve 5 miles of resurfacing. Estimated costs will be \$100,000.

Coffman made motion to approve the resolution. Barr seconded said motion, which passed by voice vote (17 yes, 0 no).

The next Rebuild Illinois project submitted for approval was a resolution for replacement of a bridge on the Moweaqua County Highway. This is a 30-foot-long legal load bridge that Spesard has wanted to replace for many years. This bridge is located 2.5 miles east of Moweaqua. Spesard is asking for Rebuild Illinois funds in the amount of \$250,000.

Chaney made motion to approve the resolution. Barr seconded said motion, which passed by voice vote (17 yes, 0 no).

The final resolution presented was for a renewal of the agreement for professional services with Hammond-Reid Land Survey. This company will assist with bridge inspections, right of way surveys and other engineering projects at the highway department. This agreement will run through 2021.

Chaney made motion to approve the resolution. Tate seconded said motion, which passed by voice vote (17 yes, 0 no).

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Continuing with department updates, Spesard reviewed the Salt Storage shed that was approved at last month's meeting. The hoop portion of the building will be installed on top of a concrete foundation and will cost \$35,950. The foundation, which includes an aggregate floor, with concrete footings and concrete blocks will be constructed by the employees of the Highway Department. Materials for the base of the hoop building should be approximately \$10,000-15,000. The total costs of the salt storage shed should be about \$50,000. Warranty information will be forwarded to the board members with the committee minutes. The life expectancy for the structure is estimated at 30 years. The annual motor fuel tax budgeting with the highway commissioner has been completed and most are seeing an increase to their MFT budgets. The bid opening for rock and culverts will take place at the Highway Department on December 7 at 10:30 AM following the organizational meeting. IDOT has approved a bridge replacement for a closed bridge in Flat Branch township. This bridge has been closed for over a year and is set to be bid on April 23, 2021. Estimated costs are \$326,000 and will be 80% Federally funded. The Westervelt Railroad crossing is open to traffic. The road will be seal coated in the Spring. This project was 100% funded. The Illinois Commerce Commission has approved a railroad crossing in Todd's Point Township, which is also 100% funded and is estimated to cost \$165,000. This project includes a stipulated agreement which will have to go before a Judge. Spesard again answered questions regarding snow removal.

No committees provided updates to the board.

Under Chairman appointments. Cannon recommended the reappointment of Bobby Orman, Troy Agney and Sean McQueen to 1-year terms on the ETSB 9-1-1 board.

Coffman made motion to approve the appointments. Simpson seconded said motion, which passed by voice vote (17 yes, 0 no).


There was no correspondence.

A brief discussion was held about the forensic audit. Chairman Cannon stated he knew it had been started, but the Sheriff was not present to report.

Tate made motion to approve the payment of the claims. Swits seconded said motion, which passed by roll call vote – Aye: Baker, Barr, Bennett, Chaney, Coffman, Drnjevic, Durbin, Gergeni, Hayden, Metzger, Orman, Patterson, Percy, Simpson, Slifer, Swits, Tate and Williams. Nay: None. Not voting: Cannon. Absent: Bennett, Ditzler, Lenz.

At this time, Terry Metzger thanked Richard Hayden, LaVonne Chaney and Bruce Cannon for their service during their time on the Shelby County Board. They were given a round of applause by those in attendance.

Barr made motion to adjourn until the next regular scheduled meeting to be held on December 9, 2020. Orman seconded said motion, which passed by voice vote (17 yes, 0 no) and the meeting was adjourned at 12:07 P.M.

  
Jessica Fox  
Shelby County Clerk and Recorder



## STATE OF ILLINOIS

## ROLL CALL VOTES IN COUNTY BOARD

## SHELBY COUNTY

Nov. 12, 2020

REGULAR MEETING

		ROLL CALL			QUESTIONS							
			11/12/2020	1/2020	Motion to ON MOTIONS TO table payroll policy		300,000 to ON MOTIONS TO impf		Approval of ON MOTIONS TO Claims		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BAKER, EARL	50	✓		1		1		1			
110	BARR, KENNETH	50	✓			1	2		2			
117	BENNETT, BARBARA	40	✓		A		A		A			
45	CANNON, BRUCE	26	✓		—		—		—			
	CHANEY, LAVONNE		✓		2		3		3			
510	COFFMAN, BRYON	48	✓		3		4		4			
	DITZLER, CANDI		A		A		A		A			
500	DRNJEVIC, DENNIS	22	✓		4		5		5			
214	DURBIN, JESSE	12	✓		5		6		6			
105	GERGENI, GARY	26	✓		6		7		7			
177	HAYDEN, RICHARD	44	✓		7		8		8			
206	LENZ, LARRY	26	✓		A		A		A			
511	METZGER, TERRY		✓		8		9		9			
	Orman, Robert	34	✓		9		10		10			
	Patterson, Gary		✓		10		11		11			
	Pearcy, Derek	20			11		12		12			
274	SIMPSON, ROBERT	32	✓		12		13		13			
	SLIFER, JEFF	32	✓		13		14		14			
	SWITS, DAVID	34	✓		14		15		15			
	TATE, DON	40	✓		15		16		16			
	WILLIAMS, LYNN		✓		16		17		17			

Percy sworn + seated

10/15/20

Dear Mr. Chairman  
It gives me great  
regret to leave  
the Board.  
But due to moving  
to Tennessee

FILED

OCT 14 2020

Jenni Cox

SHELBY COUNTY CLERK

10/14/2020

To Whom It May Concern

I HAVE DECIDED TO RESIGN

FROM THE SHELBY COUNTY BOARD.

OCT 14 2020

Jenni Cox

SHELBY COUNTY CLERK

STATE OF ILLINOIS )  
 ) SS  
SHELBY COUNTY )

## OFFICIAL OATH

I, **DEREK PEARCY**, having been APPOINTED to the office of

**SHELBY COUNTY BOARD DISTRICT #2**


**November 12, 2020– November 30, 2022**

**(To fill the vacancy created by the resignation of Robert Jordan)**


in the County of Shelby, in the State of Illinois, DO SOLEMNLY SWEAR or AFFIRM,  
that I will support the Constitution of the United States of America and the Constitution  
of the State of Illinois and will faithfully discharge the duties of the office of

**SHELBY COUNTY BOARD DISTRICT #2**

To the best of my ability.

  
\_\_\_\_\_

Signed and Sworn To, or Affirmed before me this 12th day of November, A. D. 2020.

  
\_\_\_\_\_  
(Official Title)

## PROCLAMATION


### **Drunk and Drugged Driving (3D) Prevention Month**

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

In 2018 there were 291 people killed in alcohol impaired fatalities which was approximately 28% of all crash fatalities in the State of Illinois. This is a decrease from 2017's alcohol impaired fatalities of 330 or approximately 30% of all crash fatalities in the State of Illinois. Furthermore, there were 26,386 DUI arrest in the State of Illinois in 2018. Evidenced based practices have shown us community-based programs involving consumer education, effective laws, and strong law enforcement presence have been proven successful in reducing impaired driving. Not only has this helped State wide in Illinois (27,046 DUI arrest in the State of Illinois in 2017), but here locally as well. Shelby County has seen a reduction in DUI arrest from 2015 to 2018.

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 291 families that will have to spend this holiday season without their loved one Shelby County Probation will have a Christmas Tree in the Court House Lobby with one ribbon for every DUI crash fatality in 2018.

**Now, therefore,** I, Bruce Cannon, Shelby County Board Chairman, do hereby proclaim December 2020 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 2020 holiday season.

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Signature

## Shelby County Clerk - Jessica Fox

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**From:** District 8 - Denny <okaw1@shelbycounty-il.com>  
**Sent:** Sunday, November 8, 2020 4:37 PM  
**To:** Jessica Fox; Shelby County Clerk - Jessica Fox  
**Subject:** .motion to be placed on the november 12th board meeting agenda

**MOTION: FOR THE SHELBY COUNTY TREASURER TO RECEIVE COUNSELING PERTAINING TO COUNTY TREASURERS' JOB DUTIES PURSUANT TO STATE LAW 55 ILCS5/3 10001 TO 10020.**

THIS COUNSELING WILL BE CONDUCTED BY THE SHELBY COUNTY BOARD CHAIRMAN, AND THE SHELBY COUNTY STATES ATTORNEY. THE COUNSELING SESSION WILL BE DOCUMENTED AND SIGNED BY THE ATTENDING PERSONNEL (**SHELBY COUNTY BOARD CHAIRMAN, SHELBY COUNTY STATES ATTORNEY, AND THE SHELBY COUNTY TREASURER**). A COPY OF THIS DOCUMENT WILL BE ENTERED INTO THE TREASURERS' PERSONNEL FILE, A COPY RETAINED BY THE SHELBY COUNTY STATES ATTORNEY, AND COPIES PROVIDED TO THE ENTIRE COUNTY BOARD. THE COUNSELING WILL COMMENCE AFTER DECEMBER 1, 2020 AND BE COMPLETED BY JANUARY 31, 2021.

**I REQUEST A ROLL CALL VOTE**

**DENNY DRNJEVIC  
SHELBY COUNTY BOARD DISTRICT 8**

## Shelby County Clerk - Jessica Fox

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**From:** District 8 - Denny <okaw1@shelbycounty-il.com>  
**Sent:** Monday, November 9, 2020 7:10 AM  
**To:** Jessica Fox  
**Subject:** Treasurer motion

jess, I inadvertently omitted that this motion will also include "ALL FUTURE TREASURERS". thank you DENNY

**Amendment #1  
To the Plan Document and Summary Plan Description for  
County of Shelby**

This Amendment to the **County of Shelby Health Benefit Plan** ("Plan") is made effective on and after the date stated herein.

WHEREAS, applicable provision of the Plan grant the Employer the right to amend the Plan; and,

WHEREAS, the Employer desires to make such amendment;

NOW, THEREFORE, the Plan is hereby amended as follows, with such amendment to be effective on and after the date listed herein:

**Effective December 1, 2020**, coverage for **Retirees** is removed. As such, the following changes are made:

1. Under **ELIGIBILITY**, the following is removed:

**Eligibility for Retiree Coverage**

A person is eligible for retiree coverage from the first day that he or she meets one of the following requirements:

1. Is a retired Employee of the Employer and is not eligible for Medicare;
2. Is an Active Employee who is eligible for retirement under the Plan having a minimum of two consecutive years of employment and is between the ages of 62 and 65. Spouses and Dependents or a retiree are also eligible provided they meet the requirements stated in the provision entitled "Eligibility for Dependent Coverage."

Retiree coverage will be paid for by the retiree.

2. Under **TERMINATION OF COVERAGE**, the following is removed:


**Termination Dates of Retiree Coverage**

The coverage of any retiree who is covered under the Plan will terminate on the earliest to occur of the following dates: 1. The date of termination of the Plan. 2. The date of death of the covered retiree. 3. The date of the expiration of the last period for which the retiree has made a contribution, in the event of his or her failure to make, when due, any contribution for coverage for himself or herself to which he or she has agreed in writing. 4. The date the covered retiree becomes eligible for Medicare coverage or becomes eligible for coverage under another Employer's health plan.

3. Under **DEFINITIONS**, "**Participant**" is removed and replaced with the following:  
"Participant" shall mean any Employee or Dependent who is eligible for benefits (and enrolled) under the Plan.
4. Under **CONTINUATION OF COVERAGE**, the following is removed:  
In the case of a bankruptcy Qualifying Event, the maximum coverage period for a Qualified Beneficiary who is the covered retiree ends on the date of the retiree's death. The maximum coverage period for a Qualified Beneficiary who is the covered Dependent of the retiree ends on the earlier of the Qualified Beneficiary's death or 36 months after the death of the retiree.

All other provisions of this document remain as stated. The above is effective on and after the dates stated herein.

Signed this 12<sup>th</sup> day of NOVEMBER, 2020.

 SHelby County TREASURER

Authorized Representative **County of Shelby Health Benefit Plan** and Title

TO: Members of the County Board  
FROM: LaVonne Chaney  
DATE: November 3, 2020

I move that the taxes and accumulated interest on the Shelby County Farm Parcel numbers #1812-03-00-100-001 and 1812-04-00-200-001 with the county being reimbursed from the profits from the farm.

Rationale:

As of this date, the taxes on the two parcels have not been paid by the County Treasurer so the County is a delinquent tax payer. The amount owed is:

Parcel #1812-03-00-100-001 - \$999.00 + \$52.45 in interest = \$1,051.45  
Parcel #1812-04-00-200-001 - \$4,588.82 + \$240.91 in interest = \$4,829.73  
TOTAL - \$5,881.18

By the time this is paid, interest may have increased. As you know the farmland can be sold out from under us if these taxes are not paid.

When the new contract is prepared on the leased land, the Farm Committee can work with the State's Attorney to make sure that the contract includes provisions for the payment of the taxes from the profits, either by the farmer or the county. It is my hope that this motion will meet the necessary guidelines to make it an appropriate payment. I discussed this with an attorney who handles county land lease deals and he thought this would be appropriate.

I do have evidence that the county can lease land. (Illinois statute Sec. 5-1049.2)  
(55 ILCS 5/5-1049.2)

Sec. 5-1049.2. Lease of county property. The county board may lease real estate acquired or held by the county for any term not exceeding 99 years and may lease the real estate when, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county. The authority to lease shall be exercised by an ordinance passed by three-fourths of the county board members then holding office, at any regular meeting or at any special meeting called for that purpose. However, the county board may authorize any county officer to make leases for terms not exceeding 2 years in a manner determined by the Board.  
(Source: P.A. 88-526.)

I continue to look for statutes to clarify who pays the taxes.





**WILLIAM J. SCOTT**  
ATTORNEY GENERAL  
STATE OF ILLINOIS  
500 SOUTH SECOND STREET  
SPRINGFIELD  
62706

**FILED**  
NOV 06 2020

*Jessie Fox*  
SHELBY COUNTY CLERK

**November 5, 1975**

**FILE NO. 8-995**

**COUNTIES:**

**Duty of State's Attorney When County  
Board Leases Public Property for a  
Private Purpose**

Honorable Roger W. Thompson  
State's Attorney of Logan County  
Room 31 Courthouse  
Lincoln, Illinois 62656

**Dear Mr. Thompson:**

I have your letter wherein you state in part:

"The County of Logan has for many years owned a tract of farm land of approximately 240 acres. The tract was originally purchased and used as the County 'poor farm' pursuant to provisions of the Counties Act. However, the last resident of the poor farm left the premises in about 1952, and since that date the farm has not been used, to my knowledge, for any public purpose. Instead, the farm has been leased on a standard fifty-fifty crop share basis to a tenant in the same manner as other crop share leases used in this County.

\*\*\*

Honorable Roger W. Thompson - 2.

The Attorney General's Office has previously issued Opinions F1236 in 1964, F1478 in 1965, F1926 in 1968, and your most recent opinion NP-843 issued on November 27, 1974, consistently holding that leases of a County farm for non-governmental purposes is in contravention of §24 of the Counties Act (Chapter 34, §303, Illinois Revised Statutes). Nevertheless, the Logan County Board, and I am sure other county boards throughout the State of Illinois, continue to hold farming lands and operate farms in violation of statute.

\* \* \*

I am reluctant to bring a lawsuit against the Board either by way of mandamus or suit for declaratory judgment, as the Board holds the purse strings for my budget as State's Attorney, and I do not want to otherwise engender ill-feelings. Nevertheless, I am cognizant of my duties as an elected public official and to the citizens and taxpayers of this County, and believe that I can no longer avoid any legal responsibilities which the law may impose upon me concerning illegal use of public properties. I, therefore, wish to raise the following specific questions:

1. Do I have the duty to force the County Board to dispose of the farm, either by way of an action in mandamus or suit for declaratory judgment?
2. If the answer to the previous question is in the affirmative, may the court, incidental to such suit, decide upon the manner in which the farm is to be sold, i.e., at public or private sale, for cash or on an installment contract, as a whole or in parcels?
3. Would the plaintiff in such suit be the

Honorable Roger W. Thompson - 3.

County of Logan and the defendants the County Board of the County? In other words, who or what is the proper party plaintiff and who or what is the proper party defendant?

4. May the proceeds from the sale of the farm, if the same is ordered sold, be earmarked for a specific purpose, e.g., construction of the proposed Logan County Public Safety Complex?"

Section 24 of "AN ACT to revise the law in relation to counties" (Ill. Rev. Stat. 1973, ch. 34, par. 303 as amended by P.A. 79-955) gives counties the power to lease their property. The power to lease public property granted by section 24 does not authorize counties to lease their property for private purposes. (1964 Ill. Att'y. Gen. Op. 214; 1965 Ill. Att'y. Gen. Op. 176.) Section 1(a) of article VIII of the Illinois Constitution provides that "public funds, property, or credit shall be used only for public purposes". In opinion No. NP-843 I stated that this section reaffirmed the rule that counties are not empowered to lease public property for private purposes. This rule was explained in Yakley v. Johnson, 295 Ill. App. 77 at 80-81 as follows:

"Counties are mere political divisions of the territory of the State, as a convenient

Honorable Roger W. Thompson - 4.

mode of exercising the political, executive and judicial powers of the State. They were created to perform public, and not private, functions. They are wholly public in their character, and are a portion of the State organization. All their powers are conferred, and duties imposed, by the constitution and statutes of the State. They are public, and all the property they hold is for public use. It belongs to the public, and the county is but the agent invested with the title, to be held for the public."

The facts outlined in your letter indicate that Logan County is leasing county farm land for private purposes. Counties, such as Logan County, which are not home rule units can exercise only the powers expressly delegated by the legislature or those that are necessarily implied from expressly granted powers. (Ill. Const., art. VII, sec. 7; Heidenreich v. Ronske, 26 Ill. 2d 360.) [ There is no statutory authority that authorizes Logan County to lease its property for private purposes. In addition, the leasing of property by Logan County for private purposes violates section 1(a) of article VIII of the Illinois Constitution. ]

The constitutional mandate is only that public property be used for public purposes, not that property be

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disposed of if not so used. Therefore, the answer to your first question is that you, as state's attorney, have no duty to compel the county board to dispose of the farm. Though the foregoing responds to the precise question you have posed, there is implied in your first question the query whether you have the authority and the duty to commence any action against the county board.

The county board, the county officers and the people are statutory clients of a state's attorney. (Ill. Rev. Stat. 1973, ch. 14, par. 5.) In People ex rel. Courtney v. Ashton, 358 Ill. 146, it was contended that a state's attorney was not authorized to institute or prosecute actions against the county or county officers since the county and its officers were clients of the state's attorney. The court rejected this contention and held that when the interests of the people and the county board or county officers conflict, the state's attorney has the authority to represent the side which he believes to be right. Therefore, you, as state's attorney,



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have the authority to commence civil actions against the Logan County Board and criminal actions against members of the county board.

Section 5 of "AN ACT in regard to attorneys general and state's attorneys" (Ill. Rev. Stat. 1973, ch. 14, par. 5) imposes a duty on state's attorneys to commence civil and criminal actions. That section provides in pertinent part:

"§ 5. The duty of each State's Attorney shall be:

(1) To commence and prosecute all actions, suits, indictments and prosecutions, civil and criminal, in the circuit court for his county, in which the people of the State or county may be concerned.

\* \* \*

"

A state's attorney is required to investigate the facts that serve as the basis for a legal action. (People v. Pohl, 47 Ill. App. 2d 232; O'Hair v. People, 32 Ill. App. 277.) Once the facts have been investigated, the state's attorney has a duty to exercise his discretion in deciding whether or not to commence an action. (People ex rel. Hanrahan v. One 1965 Oldsmobile, 52 Ill. 2d 37; People v. Rhodes, 38 Ill.

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X  
2d 389.) As state's attorney of Logan County, you have a duty to investigate the facts surrounding the leasing of county farm land by the county board. You then have the duty to exercise your discretion in good faith to determine whether a civil or criminal action should be commenced.

Your first question indicates that you are contemplating an action of mandamus or suit for declaratory judgment. No opinion is expressed as to the form of the action which you in your discretion may choose to institute. However, I will note that there appears to be no basis for a writ of mandamus since the county board has no ministerial duty to dispose of the farm in question.

In view of the fact that the county board cannot be ordered to sell the farm, the answer to your second and fourth questions is in the negative.

The issue of proper parties posed in your third question is dependent upon the nature of the civil action which you may decide to institute. Since no opinion has been expressed as to the form of the civil action you might choose

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to commence, no opinion can be given regarding the proper parties to any such action. The proper parties in a criminal prosecution would, of course, be the People of the State of Illinois and the defendant or defendants you determine to be criminally liable.

Very truly yours,

A T T O R N E Y   G E N E R A L



Shelby County (IL) Sheriff Office  
Public Employer

FOP- Labor Council  
Employee Organization

Arbitrator Gregory P. Szuter

*for the Labor Organization*  
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Date of Decision: May 11, 2020  
Briefing Date: March 25, 2020  
Hearing Date: February 6, 2020 (9:30 a.m.)  
Hearing Locale: Shelby County Courthouse. Shelbyville, IL

## **I. STATEMENT OF THE CASE**

This is an interest arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act ("Act") to resolve economic issues between the Shelby County/ Sheriff Office ("Sheriff" "County" or "Employer") and the Fraternal Order of Police, Labor Council ("Union"). This arbitration concerns an impasse over the terms of a contract for two certified units of the Sheriff's employees. They are the sworn unit ("Unit A") consisting of the deputy sheriffs and the unsworn unit ("Unit B") constituted of dispatcher, jailer, matron/cook, janitor and secretary/bookkeeper job classifications.

## **II. RECORD OF HEARING**

The Union and County engaged in negotiations over a collective bargaining agreement running from September 1, 2018 – August 31 2021. They reached agreement on all issues except for Wages, and Healthcare. Pursuant to Section 14 of the Act, the Parties waived the three-member arbitration panel appointed by the Illinois Labor Relations Board ("ILRB" or "Board") and selected Gregory P. Szuter from the lists of the Federal Mediation and Conciliation Service to serve as the sole arbitrator. A hearing was held on February 5, 2020, in the Shelbyville, Illinois, the county seat of Shelby County, at which the Parties put on their proof and arguments. The Parties waived the verbatim record of the hearing. The Parties filed post hearing briefs in lieu of closing arguments at the end of the hearing which were received by March 25, 2020. The Parties stipulated to the date of decision under FMCS regulations, 60 days after the filing of briefs (May 25) which was shortened to May 11, 2020.

The Parties submitted their stipulations before hearing marked as a Joint Exhibit (JX). It also appears as UX 1 and CX 1. The Union offered twenty five exhibits (UX) and a CD with copies of internal (AFSCME 3323) and external (Christian, Clay, Douglas, Edgar) contracts and complete County Audited Financial Reports of 2009-2018. The County offered six exhibits (CX) one with eight sub parts and one with six. The testimony with the exhibits and briefs constitute the record of hearing.

## **III. BARGAINING UNITS AND DOCKET ENTRIES**

Unit A consists of 12 members, all deputies and including the Under Sheriff and Bailiff. Excluded are the Sheriff and Chief Deputy Sheriff. Unit B consists of 19 employees: 11 correction officers, four in dispatcher classifications and four in other classifications. Excluded are the confidential, managerial and supervisory employees defined by the Act. UX 4.

The ILRB filings (UX 3) show the following. On May 3, 2018 Unit A filed the Formal Notice of Demand Bargain with the Board. The notice of no agreement was filed on June 4, 2018. A Request for Mediation Panel was filed on August 1, 2018 as to Unit A. On May 16, 2019 Parties filed a Demand for Compulsory Interest Arbitration identifying Unit A and Unit B. It indicated the units were separately certified, Unit A on June 9, 1986 (S - RC - 178) and Unit B on June 27, 2001 (S - RC - 00 - 098). It indicated there was a single collective bargaining agreement expiring, ILRB Contract Number 2018 - 08 - 007. Unit A was assigned case number S-MA 18 - 345 and Unit B was assigned case number S-MA 18346. Another Request for Mediation was filed for Unit A on August

1, 2019. The most recent agreement was effective from September 1, 2015 to August 31, 2018.

The County has a separate collective bargaining agreement with the AFSCME Council 31, Local 3323 for the County's certified job classification consisting of various clerks and highway, health and community services employees.

#### **IV. STIPULATIONS**

The Parties entered into twelve pre-hearing stipulations (JX 1) as follows:

- 1) The Arbitrator in this matter shall be Greg Szuter. The Parties stipulate that the procedural prerequisites for convening the arbitration hearing have been met, and that the Arbitrator has jurisdiction and authority to rule on those mandatory subjects of bargaining submitted to him as authorized by the Illinois Public Labor Relations Act, including but not limited to the express authority and jurisdiction to award increases in wages and all other forms of compensation retroactive to September 1, 2018. Each party expressly waives and agrees not to assert any defense, right or claim that the Arbitrator lacks jurisdiction and authority to make such a retroactive award; however, the Parties do not intend by this Agreement to predetermine whether any award of increased wages or other forms of compensation in fact should be retroactive.
- 2) The arbitration hearing in this case will be convened on Shelbyville, Illinois at 10:00 a.m. The requirement set forth in Section 14(d) of the Illinois Public Labor Relations Act, requiring the commencement of the arbitration hearing within fifteen (15) days following the Arbitrator's appointment, has been waived by the Parties. The hearing will be held at the second floor of the Shelby County Courthouse at 301 E Main St #12, Shelbyville, IL 62565.
- 3) The Parties have agreed to waive Section 14(b) of the Illinois Public Labor Relations Act requiring the appointment of panel delegates by the employer and exclusive representative.
- 4) The Parties agree that the following counties shall be considered comparable to Shelby County: Edgar, Christian, Clay, Douglass, and Fayette. The inclusion or exclusion of Moultrie County is to be decided by the Arbitrator.
- 5) The Parties agree that the following issues remain in dispute, over which the Arbitrator has authority and jurisdiction to rule:
  - (a) What increases in wages will be received by bargaining unit employees for the contract years beginning on September 1, 2018 September 1, 2019, and September 1, 2020?
  - (b) What monthly health insurance premium contributions shall be made by the employees?
- 6) The Parties agree that these Pre-Hearing Stipulations and all previously reached tentative agreements shall be introduced as joint exhibits. The Parties further agree that such tentative agreements shall be incorporated into the Arbitrator's award for inclusion in the Parties' successor labor agreement that will result from these proceedings.
- 7) Final offers shall be stated on the record no later than the start of the arbitration hearing. Thereafter, such final offers may not be changed except by mutual agreement of the Parties. As to the economic issue in dispute, the Arbitrator shall adopt either the final offer of the Union or the final offer of the County.
- 8) Each party shall be free to present its evidence in either the narrative or witness format. Advocates presenting evidence in a narrative format shall be sworn as witnesses. The Labor Council shall proceed first with the presentation of its case-in-chief. The Employer shall then proceed with its case-in-chief. Each party shall have the right to present rebuttal evidence.
- 9) If either party chooses to submit a post-hearing brief, it shall be submitted to the Arbitrator, with a copy sent to opposing party's representative by the Arbitrator, no later than forty-five (45) days from the receipt of the full transcript of the hearing by the Parties, or such further extensions as may be mutually agreed to by the Parties or granted by the Arbitrator. The post-marked date of mailing shall be considered to be the date of submission of a brief. There shall be no reply briefs, and once

each party's post-hearing brief has been received by the Arbitrator, he shall close the record in the matter.

10) The Arbitrator shall base his findings and decision upon the applicable factors set forth in Section 14(h) of the Illinois State Labor Relations Act. The Arbitrator shall issue his award within sixty (60) days after submission of the post-hearing briefs or any agreed upon date determined jointly by the Parties and the Arbitrator. The Arbitrator shall retain the entire record in this matter for a period of six months or until sooner notified by both Parties that retention is no longer required.

11) Nothing contained herein shall be construed to prevent negotiations and settlement of the terms of the contract at any time, including prior, during, or subsequent to the arbitration hearing.

12) The Parties represent and warrant to each other that the undersigned representatives are authorized to execute on behalf of and bind the respective Parties they represent.

## V. PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT<sup>1</sup>

The Parties to the agreement for the two units effective September 1, 2015 through August 31, 2018 (UX 2) provides at Article 10, resolution of impasse:

All bargaining impasses shall be resolved according to the provisions of Section 1614 of the Illinois Public Labor Relations Act, as amended, except that all arbitration hearings shall be conducted in Shelbyville, Illinois.

## VI. THE STATUTORY FACTORS

The IPLRA sets forth those factors upon which the Arbitrator is to base his "findings, opinions and order..." in Section 14(h):

Where there is no agreement between the Parties, or where there is an agreement, but the Parties have begun negotiations for a new agreement or amendment of the existing agreement, and wage rates other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinion and order upon the following factors, as applicable:

- (1) The lawful authority of the Employer;
- (2) Stipulations of the Parties;
- (3) The interest and welfare of the public and the financial ability of the unit of government to meet those costs;
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (a) in public employment in comparable communities;
  - (b) in private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living;
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received;
- (7) Changes in the foregoing circumstances during the pendency of the arbitration proceedings;

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<sup>1</sup> *Italics* are inserted in the quoted matter in this section and the next are not for emphasis but for ease of location for the reader. The *italics* used elsewhere are for emphasis added except when noted as being in the original. Any underscoring or **bold face** as shown appears in the original.

(8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the Parties, in the public service or private employment.

## VII. FINAL OFFERS

The Parties have submitted the following offers with **boldface/cancellations** indicating their respective variances from the expiring agreement as to dates and amounts:

### Union'S FINAL OFFER - WAGES

#### Article XXI Wages/Compensation

... in the classification of Jail Matron/Cook, Janitor and Secretary/Bookkeeper... The base salary shall be increased by \$1000 on September 1st of each year of this Agreement (**2018** through **2020**).

Effective September 1, **2018**, each step of the Deputy matrix shall be increased by ~~\$1500~~ **\$1350** and each step of the Dispatcher/Jailer matrix shall be increased by ~~\$1000~~ **\$1050**.

Effective September 1, **2019**, each step of the Deputy matrix shall be increased by ~~\$1500~~ **\$1350** and each step of the Dispatcher/Jailer matrix shall be increased by ~~\$1000~~ **\$1050**.

Effective September 1, **2020**, each step of the Deputy matrix shall be increased by ~~\$1500~~ **\$1350** and each step of the Dispatcher/Jailer matrix shall be increased by ~~\$1000~~ **\$1050**.

### EMPLOYER'S FINAL OFFER - WAGES

In addition to changing the dates and amounts the Employer Offer splits the Dispatcher Matrix from the Jailer Matrix in text but not as to amounts.

#### Article XXI Wages/Compensation

... in the classification of Jail Matron/Cook, Janitor and Secretary/Bookkeeper... The base salary shall be increased by ~~\$1000~~ **\$400** on September 1st of each year of this Agreement (**2018** through **2020**).

Effective September 1, **2018**, each step of the Deputy matrix shall be increased by ~~\$1500~~ **\$1000** and each step of the **Dispatcher matrix** by ~~\$500~~ **\$650**. The **Jailer matrix** shall be increased by ~~\$1000~~ **\$650**.

Effective September 1, **2019**, each step of the Deputy matrix shall be increased by ~~\$1500~~ **\$800** and each step of the **Dispatcher matrix** by ~~\$500~~ **\$650**. The **Jailer matrix** shall be increased by ~~\$1000~~ **\$650**.

Effective September 1, **2020**, each step of the Deputy matrix shall be increased by ~~\$1500~~ **\$800** and each step of the **Dispatcher matrix** by ~~\$500~~ **\$650**. The **Jailer matrix** shall be increased by ~~\$1000~~ **\$650**.

The Parties' final offers for the issue of employee health insurance premium contributions are:

## Union'S FINAL OFFER - INSURANCE

### Section 22.1 Insurance

The County agrees to pay full cost of the employee individual basic health insurance premium, except that each employee will contribute through payroll deduction an amount equal to ~~\$40.00~~ **\$53.00** per pay period for the term of this agreement, as of November 1, **2020**. The Employer will bear the expense of any increase in costs during the term of the Agreement.

## EMPLOYER'S FINAL OFFER - INSURANCE

### Section 22.1 Insurance

Beginning November 1, **2018**, employees will pay **twelve and one half percent (12.5%) of the cost of the individual premium** per pay check for the health insurance plan. The County agrees to pay the remaining cost of the employee individual basic health insurance premium...

The previous contract provides that the Employees pay \$40.00 per paycheck for insurance. The Union proposal is to pay \$53.00 per pay period beginning November 1, 2020. The Employer's proposal is that the members of this Bargaining Unit pay 12.5% of the cost of the individual premium effective November 1, 2018. The Employees covered by the AFSCME contract previously paid \$40.00 per paycheck. In their recent contract, they agreed to pay 12% of the annual cost effective November 1, 2018.

The Parties have agreed that all previously agreed-to tentative agreements are to be included in the new agreement, and that wages shall be retroactive to September 1, 2018 including for any Officers who have left employment since that time.

## VIII. STATEMENT OF THE ISSUES FOR DECISION

The Parties stipulated two issues on the record and in their respective briefs. The Parties agree that those issues in dispute are economic. JX 1¶ 5(a)(b). The Parties also submitted a non-economic issue of which counties would be included as comparables. JX 1¶4. Because it impacts the analysis of the economic issues, the question of the comparables will be addressed first.

## IX. COMPOSITION OF COMPARABLE COMMUNITIES

The Parties stipulated that the following are comparable to Shelby County under the Act: Edgar, Christian, Clay, Douglas, and Fayette. The inclusion or exclusion of Moultrie County is up for decision.

Factor #4 of the Act is the comparison of the bargaining issues to the same issues of other employees, public or private, in "comparable communities." Although of paramount import in interest arbitrations, the Illinois Act does not define "comparable community." Somewhat uniquely Illinois interest arbitration precedent insists that a stable set of comparisons be used by bargaining Parties, and hence by interest arbitrators, rather than *ad hoc* comparisons made at each contract term.

"[A]ltering an established comparable pool could disrupt the Parties' reasonable reliance and good faith expectation on a stable negotiating environment as future discussions proceed." *St. Clair County (Sheriff)*, S-MA-13-067 (Nielsen 2013). In that case variance from the traditional pool of comparable communities was sufficient reason to exclude a community. Attempts to change accepted comparables were also rejected in *City of Rockford*, Case No. S-MA-12-108 (Goldstein, 2013). "It is well-established that the party seeking to change historical comparables has the *burden of clearly proving* that a change is warranted." *Id.* "In order to maintain that stability, prior interest arbitration awards *must be accepted at face value in subsequent proceedings unless they are glaring wrong* which is not the case here." *Village of Algonquin and Metropolitan Alliance of Police, Chapter #78 FMCS* Case No. 180306-02190; ILRB Case No. S-MA-17-262 (Greco 2019) p12. Hence the party seeking the change must prove by clear and convincing evidence that the accepted comparisons are "glaringly wrong."

*Village of Libertyville and FOP*, S-MA-93-148 (Benn, 1995) set out a five step approach to define comparable communities which is grounded in Factor #2, the stipulations of the Parties. He stated in his summation:

"It is important to stress that this process of selection of comparables is not a mechanical one. *This process is only a method for organizing the data and arguments offered by the Parties in order to be able to rationally make certain judgments. This process is not one of merely counting factors or rigidly applying cutoffs.* This process places great emphasis on the agreements of the Parties and merely organizes the material to make comparisons based upon those agreements-a process that appears consistent with the mandate of Section 14(h)(2) of the IPLRA that I consider the "stipulations of the Parties."

An arbitrator will look most closely at the communities that are stipulated to be comparable but he will also consider as being somewhat comparable all of additional the communities proposed by the Parties. *Village of Shiloh and Illinois Fraternal Order of Police Labor Council*, ILRB Case No: S-MA-18-226. 2019 (Diekemper) p. \_\_

To determine whether the communities upon which the Parties could not agree are also comparable the five steps from *Libertyville* are applied. They are in precis:<sup>2</sup>

1. The stipulated/agreed upon comparable communities which form a range of agreed criteria to be used for comparison purposes.
2. Identification of the Parties' criteria for making the comparisons and a determination of whether those criteria are appropriate measuring tools for comparison purposes.
3. Compilation of relevant data for each criteria and community.
4. Ranking of the communities with the appropriate criteria (eg tables and charts).
5. Comparisons of the contested communities to determine how they compare with the agreed comparables.

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<sup>2</sup> Where Arbitrator Benn usef the word "factor" in this list I have used "criteria" so not to confuse the diction with the statutory factors. Also the singular of criteria is "criterion" but that is not a convention used herein.

A sample of criteria that Arbitrator Benn had found appropriate for comparability included population, department size, number of Patrol Officers, total number of employees, median income, sales tax revenue, sales tax revenue per person, Estimated Average Valutaion, EAV per person, and total General Fund Revenue. *Village of Algonquin, Illinois and Metropolitan Alliance of Police*, Case No. S-MA-95-85(Benn, May 1, 1996).

In addition proximity is a key criteria. In *Libertyville*, Arbitrator Benn rejected the argument to exclude all comparables not in Lake County:

All of the communities involved in this matter are part of the Chicago Metropolitan complex. For all purposes, all of the communities are suburbs of Chicago greatly dependent upon the Chicago Metropolitan economy.

. . . I am not being asked to compare communities with independent economies (e.g., such as Springfield, Decatur, Champaign, Peoria, Carbondale, etc.) with suburbs of Chicago. . . .

In *Algonquin* he found that the two contested communities cannot be viewed as "separately functioning economies" such as downstate cities but are "a short commute to the immediate Chicago area." Therefore, the geographic distances do not automatically exclude communities from being considered as comparable "I shall, however, include the geographic distance from Algonquin as one of the several factors for consideration." *Village of Algonquin, Illinois and Metropolitan Alliance of Police*, Case No. S-MA-95-85(Benn, May 1, 1996), See also *Village of Oak Brook*, Case No. S-MA-96-242 (Kossoff, 1998) where Arbitrator Kossoff stated: "proximity is one of the most frequently used criteria in deciding comparability issues."p.7. In agreement with Arbitrators Benn and Kossoff, I find that proximity is an important and often used criteria to consider.

In this case the Parties selected the comparable communities by the following process. Using the 2013 - 2017 Five-Year Estimates from the American Community Survey of the US Census the Parties selected counties within 50% of the population of Shelby County. They eliminated 25 counties that were not within approximately an hour's drive of Shelby County. One of those was obviously the adjoining Moultrie County. The remaining 13 were compared on the basis of total population, median home value, median household income, median family income and per capita income. They eliminated the counties by those metrics that did not fall within 25% of the population of Shelby County and 10% of the other measures. The Parties then agreed to include the counties in which four or five of the five measures were within 10% of Shelby County. They are Edgar County (five out of five) Christian, Clay, Douglas, and Fayette County (four or five). Counties with zero, one, or two matches or "hits" were eliminated (0/5 DeWitt, Piatt; 1/5 Effingham; 2/5 Logan). The Parties could not agree on the remaining counties that had three out of five matches. (Bond, Clark, Moultrie). They agreed to eliminate Clark with the Union championing Bond County and the Employer championing Moultrie County. The Parties agreed to present the impasse to the Arbitrator.

The Employer argues for including Moultrie County on several grounds other than the three data matches (median income, median family income, per capita income). By contrast the population is two thirds of Shelby County and the home values are approximately 9% higher. Among the additional reasons for inclusion as a comparable is that is obviously adjacent. Although the Employer claims the Union ignored geography, geography in the sense of commuting distance was considered.



The Employer points out that Lake Shelbyville, the largest inland lake in the state of Illinois, is located within the confines of Shelby and Moultrie Counties. It is managed by the U.S. Army Corps of Engineers. It is the locus of brisk regional tourism attracting 4 million visitors annually. That overwhelms to the 37,000 year-round residents combining both Shelby and Moultrie Counties. The Lake is a situs of numerous recreational opportunities including 1500 campsites, eight hiking trails, four horse back riding facilities, four public beaches, three marinas and numerous other picnic and rest areas. It provides opportunity for fishing including recreational and professional fishing. Hunting in season is also pursued for deer, rabbit, waterfowl, and turkey. It hosts several annual events like the Corps of Engineers annual deer/turkey hunt for persons with disabilities. The Lake is also a draw for nearby recreational facilities like golf courses and state parks.

Both Moultrie County and Shelby County Sheriffs' offices have a contract with the Corps of Engineers to provide law enforcement services for the Lake. With 4 million annual visitors engaging in recreational activities from boating, hunting and swimming among others, public safety issues confronted by both County Sheriff Offices are similar. There are boating accidents, drownings, enforcement of fishing and hunting laws, alcohol and drug use, injuries and a multitude of other events that arise from recreational uses. Once a year a major boating accident or drowning occurs.

These sort of events do not arise in any of the other comparable counties. Only one other county, Fayette County, has a small part of Lake Carlisle, a much smaller recreational opportunity. Fayette County is on the interstate, I 70, and located an hour from St. Louis. Both of these criteria present unique law-enforcement burdens that are not shared by Shelby County or the other counties in the comparisons. The Employer argued for its exclusion but consented to Fayette County based on it having four statistical hits.

The Union argues against including Moultrie County. It sees the Employer's argument as being only one of proximity. Moultrie County is both significantly smaller and significantly more affluent than Shelby County based on the statistical hits. Its proximity to Shelby County, the Union argues, ought not to be determinative. Its Sheriff Office also pays significantly less. The Employer is making an argument of convenience merely to make its final offer more appealing by comparison to the wages of Moultrie County. The Employer's argument has "no basis in the factors traditionally considered when determining whether one County is comparable to another, other than proximity."Un. Brf. p4.

The Union proffers that it had urged Bond County is a comparator but receded. It now proposes that if Moultrie County were included with its three matches that Bond County with its three matches should be included as well. It offers this in consideration of arbitration jurisprudence that longer list of comparables are more helpful than shorter ones.

Implementing the Benn *Libertyville* analysis the first step is to identify the range of criteria the Parties found acceptable in their stipulated list. They began with population and then applied one hour distance. That list was refined by tighter consideration of population, then home value and finally three measures of income. When this list is compared to the Benn *Algonquin* criteria there are similarities and differences. Both used population. Both used geography but somewhat differently. Median home valuation is a rough substitute for EAV and EAV personal. The Parties

then look three different measures of personal income whereas Arbitrator Benn considered only median income without indicating the divisor. Unlike the Parties, Arbitrator Benn also considered three measures of the employer's income (general revenue, sales tax and sales tax per person) and measures of comparison of the employer's services (workforce, the department sizes).

The next step is the determination of whether the Parties criteria are appropriate tools. If only by contrast to Arbitrator Benn's lists they are not. While redundant forms of statistics are not necessarily appreciated there should at least be some consideration of the Employer's operation in comparison with other communities which can be in the form of the size of the department/workforce and revenue. Nothing in the evidence shows comparison of Shelby County on these measures although the revenue and department size of Shelby County itself are on the record. A near substitute offered is the Employer's description of the department's activities relative to Lake Shelbyville as being similar to Moultrie County. To some extent that is more valuable than simply the size of the department. I disagree in part with Arbitrator Benn that the size of the department is a criteria that should be considered on the front end of the comparison. It is rather an elimination criteria for communities where it provides some sort of an explanation for outsized or diminished capabilities. In other words the tolerance on size can easily be within 100%+/-unless there is reason why not.

While Lake Shelbyville nexus should not be the limit of comparable law enforcement activities, it is the only one here. As for revenue only circumstantial evidence about the other counties is available on this record through the proffered income measures and geography.

Given this record what should be considered criteria for comparison are the following. Population, per capita income, median home valuation, distance and geography, and law enforcement services. The Parties began the analysis with the question what counties of similar population size have sufficient other statistical similarities to be compared to Shelby County. In the process they used three measures of personal income when one is sufficient. The difference among them is the divisor. That is, the income is divided by household, by family or per capita. Of these three, the last is the most sensitive to poverty and the first two are most sensitive to affluence. Since median home valuation is already listed, household and family income are unnecessary as redundant measures of affluence. Per capita income it is sensitive to individuals who have incomes but do not have property and so is an indication of the less affluent residents.

The Parties' emphasis on population and personal income is biased towards affordability. It interprets Factor #4 as what services can a community support given their comparable sizes and income. That is not the issue under Factor #4. Indeed affordability is completely separate, Factor #3. The primary comparison under Factor #4 are the terms and conditions of employment and secondarily comparison of communities. The comparability process should begin with the concept that the issues being compared, wages, hours and working conditions, are defined competitively by the labor market which is the immediately adjacent area to the employer where it has a likelihood of recruiting staff. Consequently geography is the first step not the middle or the last in the analysis.

The default comparison community should consist of all adjacent counties supplemented by second tier counties (adjacent to the adjacent counties). That creates a geographic region from which the

labor pool is obviously drawn. The one hour commute is a decent substitute. However, the Parties bent that rule to allow inclusion of Edgar County which except for distance has all the similar metrics to Shelby County. Edgar County is 1.19 hrs. commuting distance. Since it was included Clark County, which is 1.22 hrs. commuting distance, was also preliminarily included. However, Crawford County, 1.37 hrs., was excluded. Ultimately Clark County was excluded based on other data. Edgar County was over one hour away and outside the second tier limit. There are other reasons to exclude Edgar County. It is on the Illinois-Indiana line and it is ex-urban to the city of Terre Haute, Indiana. Economically it has closer ties in that direction than it does to Shelbyville. It should have been excluded but is included provisionally here in recognition of the Parties' stipulation.

Counties then to be included for potential comparison are first those adjacent with Shelby County. They are : Macon, Moultrie Coles, Cumberland, Effingham, Fayette, Montgomery and Christian. Applying geography alone Macon County can be immediately excluded,. It has a large central city, Decatur, which can be considered a separately functioning economy distinct from Shelby County.

Coles and Cumberland counties, although adjacent to Shelby County, did not make the Parties cut on the first step, population within 25% of Shelby County. They are apparently quite rural economies by comparison.

Fayette is arguably excludable due to its location on the interstate and hour away from St. Louis. The City of Vandalia might also fall into the separately functioning economy distinction. The Employer would exclude it because of the unique law enforcement problems presented by the interstate. Rather that is a reason to include it. It is not a seasonal recreation facility but it similarly requires enhanced law enforcement attention that is out of the ordinary when compared to the more rural counties in the labor market. In addition the Parties also stipulated to it and that will be undisturbed.

Effingham County is also on the I-70 corridor and potentially excludable on the same bases as Fayette County. The Parties in fact did eventually exclude it from the final list.

The list can be supplemented with second tier counties. Logan, De Witt and Piatt are more than twice the size of Shelby County and in proximity to the Decatur economy. They need not be included. Sangamon County, home of the state capital, Springfield, is also easily described as a separately functioning economy. The other second tier counties that did not make the Parties first cut were Marion and Macoupin Counties presumably based on commuting distance. That will stand.

The Parties stipulated the inclusion of Douglas County based on being within population and the three income measures. It is located between Moultrie and Edgar Counties. It may have more ties to Edgar and Terre Haute but that is not known from the record. It is included.

Bond County urged by the Union is excludable for being quite apparently small and rural. It is also more affluent which is telling of its closer proximity to St. Louis than to Shelbyville.

Geographically speaking Clay County has marginal purchase on inclusion beyond the Parties' stipulation. It is south of Fayette and Effingham and is beyond I-70. Its map (EX 3b) is also

featureless beyond the crossing of two US highways. It is the most rural of the comparators used by the Parties. It is provisionally included for now.

The geographic region representing the labor pool of potential employees of Shelby County on which the other comparable statistics is: Christian, Clay, Douglas, Effingham, Edgar, Fayette, Montgomery and provisionally Moultrie. Next is the compilation of relevant data for the counties. That is combined with the last step, the consideration of the contested county, Moultrie, with the others.

The criteria remaining after geography and used here as explained above are: Population, median home valuation, per capita income and law enforcement services. There is no statistical data on the last item which on this record rests upon the Employer's evidence of comparisons with law enforcement with respect to Lake Shelbyville shared by Moultrie County and the distinctions from law enforcement on the I-70 corridor.

Also mentioned by Arbitrator Benn were the sales tax receipts and general revenue which are measures of the employer's income and department and workforce size which are statistics substituting for evidence of similarity of services. Comparison on those bases are useful but ought not be so emphasized because they include so many data points. If multiple data points are used then the whole class ought to be considered together without permitting a single data outlier to cause elimination or inclusion. That is the method used here for the multiple forms of income. Those categories are shown below with no evidence from the record as placeholders for future reference.

	Population	median home valuation	per capita income	Measures of Employer income	Similarity of Service
Clay	13,582	77,200	25,700		
Moultrie	14,927	107,500	26,166		
Edgar	17,992	80,000	26,344		
Douglas	19,826	102,700	26,284		
<b>Shelby</b>	<b>22,115</b>	<b>86,800</b>	<b>24,808</b>		
Fayette	22,136	84,010	21,844		
Montgomery	29,340	81000	23,172		
Christian	34,200	87,500	25,614		
Effingham	34,332	137,300	29,300		

If this list were pared further by the omission of Effingham County and Montgomery County it would be the list of counties used by the Parties before considering Moultrie. Effingham has as a population 12,000 greater than Shelby. That is effectively better than half the size of Shelby itself. In addition it's median home valuation is \$57,000 higher, 60% more. It is excludable.

Montgomery County is 7000 greater in population which sets up a range with Moultrie County which is about 7000 less or about +/- 30%. Using those two counties to set a population range is logical but the record has no data concerning Montgomery County. Christian County is more than 7000 above the population of Shelby. Its home valuation and income are similar to Shelby. Therefore rather than eliminate Christian County as being more than 7000 difference in population it will substitute for Montgomery County based only on the data available on the record.

Edgar and Clay ought be removed from the list. One is beyond the Shelbyville economy and the other is too rural. They remain today only because of the stipulation. Any data they have to offer on the issues comparisons may be discounted.

Although +/- 30% population (here 7000) is the tolerance used by Arbitrator Benn in *Algonquin*, there is nothing insightful about it. From the communities selected by geography when ranked by population shows that the labor market being researched has populations symmetrically arranged by those parameters. Other areas may be more or less tightly arrayed around the median.

Other measures if they were on the record and considered might have an effect on this constellation. As it is this is the best set of comparables that can be made based on the evidence in this case: Christian, Clay, Douglas, Edgar, Fayette, and provisionally Moultrie.

With respect to the fifth step, Moultrie County fits into the comparison when properly considered. It is within the 7000+/- population of Shelby, it has a similar income profile, it is adjacent, and it shares an obligation for similar law enforcement services that none of the others do. The information about its sales tax revenue and the general revenues as used by Arbitrator Benn is unknown but ought not to the eliminating criteria without being extravagantly different from Shelby County.

The Arbitrator is clearly convinced that the process and selection used by the Parties is glaringly wrong. The process did not begin with a search for the comparable labor market but with an affordability bias by over emphasizing population and personal income. Although terse, the legislature did specify that the primary comparison is of the labor issues based on the secondary comparison of like communities. However, deferring to the Parties' stipulation as the ultimate, not first, resort for the selection, a list of comparable communities comprising the local labor market has been arrived at. Out of concern for the likely precedential value that the Illinois interest arbitration jurisprudence places on comparables discussed in decisions, the holding needs be clarified.

The criteria in determining the comparability the Parties used in three cuts:

1: Population +/-50% ; 2: distance (1 hour); 3: population+/-25%, median home valuation; personal income (household, family, per capita); and (employer only) similarity of services.

The Arbitrator would have used:

1: adjacent counties; 2: eliminations by geographic considerations; 3: supplement with second-tier counties applying the same geographic considerations; #4 ranked by +/-30% population; #5 ranked by median home evaluation, per capita income, County income (sales tax/general revenue), service considerations of the employer (type and number of services, size of department, size of workforce).

Based on the constraints of the record the Arbitrator did use the following:

1: adjacent counties; 2: eliminations by geographic considerations; 3: supplement with second-tier counties applying the same geographic considerations; #4 ranked by +/-30% population; #5 ranked by median home evaluation, per capita income, service considerations of the employer.

The Parties selected:

Christian, Clay, Douglas, Edgar, Fayette, and provisionally Moultrie

The Arbitrator would have selected:

Douglas, Fayette, Montgomery, Moultrie

Because of the constraints of the record the Arbitrator had to use:

Christian, Clay, Douglas, Edgar, Fayette, and Moultrie

## **X. DISCUSSION OF STATUTORY FACTORS**

Because the two issues in dispute are "economic" under Section 14(g) of the Act, the Arbitrator must "adopt the last offer of settlement" which in the opinion of the Arbitrator "more nearly complies with the applicable factors prescribed in Section 14(h)."

The Union has represented for collective bargaining purposes 12 sworn officers ( Unit A) since 1986 and 19 non-sworn employees (Unit B) since 2001. The Units jointly filed Demand for Compulsory Interest Arbitration; the ILRB assigned Unit A and Unit B separate case numbers for the purposes of interest arbitration. Although there was a single collective bargaining agreement on file, ILRB Contract Number 2018 - 08 - 007, effective September 1, 2015 to August 31, 2018, the Units in part negotiated separate terms. In the CBA expiring Unit A (deputies) received a \$1500.00 increase of the base salary as of September 1 of each contract year. In the CBA expiring Unit B (non-sworn classifications) received a \$1000.00 increase of the base salary as of September 1 of each contract year. Both Units A and B have been paying \$40.00 per pay period towards health care premiums and the Employer pays the balance. Thus, the Arbitrator must "adopt the last offer of settlement" for each Unit considering the factors is the the Act.

### **Factor #1. The lawful authority of the employer (Section 14(h)(l) of the Act)**

Neither party has contended that the Employer does not have the lawful authority to enter into any of the final offers made by either of the Parties. The Arbitrator finds the Employer has the lawful authority to implement any of the final offers outlined above selected by the Arbitrator.

### **Factor #2. Stipulations of the Parties (Section 14(h)(2) of the Act)**

The Arbitrator has recited the stipulations made by the Parties and takes them into account in reaching a decision in this case.

### **Factor #3. The interests and welfare of the public and the financial ability of the unit of government to meet those costs (Section 14(h)(3) of the Act)**

The Employer has admitted that it has the financial ability to meet the costs of the Union's final offer. The Employer contends that its financial ability to meet the Union's demands, is not alone sufficient reason that it be ordered to pay them. The Union does not contest this and the Arbitrator agrees.

**Factor #4. Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:**  
**(A) In public employment in comparable communities.**  
**(B) In private employment in comparable communities.**  
**(Section 14(h)(4) of the Act)**

The Arbitrator discussed the data concerning "comparable communities" in more detail elsewhere in this Opinion and Award.

The Arbitrator has found that the decisions by other interest arbitrators look at internal comparability (within the same employer) and external comparability (among other governmental and non-governmental employers). Neither party has provided any evidence of any private sector comparables, so there is no basis for the Arbitrator to consider any that may exist. With respect to similar health care provisions, the Employer has cited internal comparables including to those do not perform similar services. That is taken as evidence of the desire for uniformity for administration. The Parties' stipulated communities with the Arbitrator's addition are accepted as comparable here, namely: Christian, Clay, Douglas, Edgar, Fayette, and Moultrie.

The evidence produced under this Factor #4 is discussed in the analysis and conclusions regarding the impasse issues.

**Factor #5. The average consumer prices for goods and services, commonly known as the cost of living. (Section 14 (h)(5) of the Act)**

Both Parties agree that the final offers of each party exceeds the cost of living for 2018 and approximates that of 2019. Data for 2020 was available at hearing. The latest Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics on February 3, 2020 increased 1.9 % for the 12 months ending in December 2018 and 2.3% in the 12 months ending December 2019. There was no data for 2020 available for the hearing. The Arbitrator finds the cost of living to be neutral in this decision. Whichever offer he adopts will approximate the cost of living.

**Factor #6. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received. (Section 14(h)(6) of the Act)**

In addition to the wage and healthcare premium issues at impasse, the most recently expired CBA for both Units (UX 2) provides a package of economic benefits that includes: holiday pay (Article 16); vacation (Article 17); sick leave (Article 18); other paid leaves (Section 19); overtime, call back, court time and other supplemental pay (Article 20); wages and allowances for uniforms and longevity (Article 12); health insurance (Article 22.1), and pension (Article 22.2). These

economic provisions, except for the base wage increase and certain health care costs, are among the tentatively agreed upon items to be included in the successor CBA. The existing and tentatively agreed economic items will be contained in the successor CBA.

While there are threats to revenue on the horizon for both employees and the Employer, there is no evidence that the continuity and stability of employment will be impacted during the term of the successor CBA which expires August 31, 2021. Most of the economic change in the issues is retroactive to September 1, 2018.

**Factor #7. Changes in any of the foregoing circumstances during the pendency of the arbitration procedures. (Section 14(7) of the Act)**

There was no evidence presented of any change in any of the foregoing circumstances during the pendency of the arbitration proceedings. It would be remiss of the Arbitrator not to take "arbitral notice" of the novel coronavirus pandemic (COVID 19) which between the hearing date and the filing of briefs has resulted in protracted shutdown of the economy in every state. In Illinois closure of non-essential business was ordered on March 12 to expire March 30.<sup>3</sup> Before the expiration the State issued a stay at home order on March 21 to expire April 30 but extended to May 30.<sup>4</sup> Over half a million unemployment claims were made in the five-week period from March 1 to April 4.<sup>5</sup>

Because it filed an early brief, the Employer did not address the circumstance. The Union mentioned COVID 19. It noted the outbreak of coronavirus has reduced the income of many families and the likely increase in healthcare costs resulting from the outbreak. The increase of healthcare costs impact the Employer no less since it pays more than 80% of the costs. Notwithstanding the admission of the Employer's current ability to pay, the failure of some anticipated revenue sources to arrive is very likely but the amount is not currently measurable and the timing is not identifiable. This would be as a result of lower sales and hence lower sales tax as a result of a shutdown economy for what ever period, and may slow or delay property tax receipts resulting from protracted unemployment. All these factors from family income to Employer revenue to insurance costs are far from quantifiable now. The only certainty is the uncertainty with bleak prospects.

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<sup>3</sup> Accessed on the internet at:  
<<<https://www.illinoispolicy.org/pritzker-orders-closure-of-all-illinois-bars-and-restaurants-amid-coronavirus-spread/>>>

<sup>4</sup> Accessed on the internet at:  
<<<https://www.illinoispolicy.org/what-you-need-to-know-about-coronavirus-in-illinois/>>>

<sup>5</sup> Accessed on the internet at: <<<https://coronavirus.illinois.gov/s/>>>



**Factor #8. Such other factors not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the Parties, in the public service or in private employment. (Section 14(8) of the Act)**

The general standards of interest arbitration are part of what this factor refers to. See ELKOURI & ELKOURI, *How Arbitration Works* (6<sup>th</sup> Ed., Ruben, BNA, 2003) at pp. 1358-1364:

"... [interest arbitration] calls for a determination, upon considerations of policy, fairness, and expediency, of what the contract rights ought to be. In submitting this case to arbitration, the parties have merely extended their negotiations – they have left it to this board to determine what they should, by negotiation, have agreed upon. We take it that the fundamental inquiry, as to each issue, is: what should the parties themselves, as reasonable men, have voluntarily agreed to?" *Twin Sheriff Rapid Transit Co.* 7 LA 845 at 848 (McCoy *et al.* 1947)

"What reasonable parties should voluntarily agree to" has its limits in statutory impasse procedures. In Illinois interest arbitration a concept that appears to harken back at least to Arbitrator Nathan in 1988 that "interest arbitration is essentially a conservative process." *Will County*, S-MA-88-009 (Nathan, 1988) (citations omitted) pages 44-45. As Arbitrator Goldstein explained:

The traditional way of conceptualizing interest arbitration is that parties should not be able to obtain in interest arbitration any result which they could not get in a traditional collective bargaining situation. Otherwise, the entire point of the process of collective bargaining would be destroyed and parties would rely solely on interest arbitration rather than pursue it as a course of last resort. *City of Burbank and FOP*, S-MA-97-56 (Goldstein, 1998) at pages 9, 11.

The conservative nature of interest arbitration in Illinois is intended to prevent parties from taking pre-arbitral stances that are as unreasonable as possible in hopes that the interest arbitrator who is obligated to select among the two proposals will choose theirs. This is applicable to reasonable proposals as well. Arbitrator Edwin Benn, stated in *Cook County Sheriff & County of Cook and AFSCME Council 31*, L-MA-09-003, 004, 005 and 006 (2010) at 7-8:

... [I]nterest arbitration is a very conservative process which does not impose terms and conditions on parties which may amount to "good ideas" from a party's (or even an arbitrator's) perspective. For a party in this case to achieve a changed or new provision in the Agreements — particularly for non-economic items — the burden is a heavy one. See my recent award in *City of Chicago and [Fraternal Order of Police, Lodge No. 7, (2010)]* ... at 6-7 [citation omitted, emphasis in original]: ... "The burden for changing an existing benefit rests with the party seeking the change ... [and] ... in order for me to impose a change, the burden is on the party seeking the change to demonstrate that the existing system is broken."

There are a plethora of reasonable "good ideas" that circulate in collective bargaining. Where they are resisted at the bargaining table they ought not be imposed by a neutral merely because they might seem like a good idea at least to one party if not the neutral. Interest arbitration does not serve as a substitute for negotiating. It ought not be a wager on the open issues but a continuation of the good faith bargaining process, invoked as a last resort.

Being "broken" seems a high bar to prove. In *Will County*, Arbitrator Harvey Nathan set the test for meeting the burden. The proponent of a breakthrough issue in interest arbitration must at least prove:

1. That the old system or procedure has not worked as anticipated when originally agreed to;
  2. That the existing system or procedure has created operational hardships for the employer (or equitable or due process problems for the union); and
  3. That the party seeking to maintain the status quo has resisted attempts at the bargaining table to address these problems.
- [I]t is the party seeking the change that must persuade the neutral that there is a need for its proposal which transcends the inherent need to protect the bargaining process. *Will County*, S-MA-88-9 (Nathan, 1988) pp. 52-53.

Here the issue of "breakthrough" has arisen in two of the proposals. The Nathan test will be applied.

A consideration that commonly arises under Factor #8 is retroactivity. It is not uncommon for a CBA to expire before Parties agree to a successor CBA. In those situations, any wage increases are often made retroactive to the day after the predecessor agreement expired. In the pre-hearing stipulation the Parties agreed the Arbitrator could award increases in wages and all other forms of compensation retroactive to September 1, 2018. JX 1 ¶ 1. The health care impasse issue contests the retroactive amount as either none or full retroactivity but the stipulation that the decision may be retroactive as to either is implicit in the stipulations.

### **Conclusion on Discussion of Statutory Factors**

Other than the stipulations, the non-neutral factors that are to be applied to the evidence are the comparisons of the issues to comparable communities, the change of circumstances, and the possibility of "breakthrough" proposals (ie. Nos. 2, 4, 7, 8) The Parties have not cited any other factors, and the Arbitrator finds none, that would impact his decision in this case.

## **XII. ANALYSIS AND CONCLUSIONS-ANNUAL BASE PAY INCREASES: UNIT A**

The Parties presented their proposals for increases in the base rate of pay which is the pay after the first year for an employee. It is not the starting pay. Indeed when compared to starting pays of other counties it is obvious that the first year in law enforcement is appreciated in different styles among the various counties. Some have no difference between the starting pay and year one. Some have an increase such as \$4000 or \$6000 that is out of sync with the annual general increases. This is a payment of a premium in recognition of the employee's completion of field training.

The base wage increase in the CBA Art. 23 is stated in annual dollars or salary but is also shown on the attached wage scale in hourly increments. They are not stated in percentages. This is significant because to analyze the proposals in percentages becomes difficult based on the Parties' relatively non-synchronous presentation of the data on the record. The Union presents the base wage increases in the context of the wage increases of other counties for the given year. While the contract year increase in Shelby is September 1, the contract years for the other counties vary among the months. An increase that falls in 2018, it is counted as a 2018 increase notwithstanding the effective month.

Although the Union's is by far the most typical approach to analyzing collective-bargaining agreement comparisons, the Employer took a different tact. The Employer ground down into the particulars to compare the actual dollar salary of the given officers of the given counties as of September 1. Hence a county that did not have an increase before September 1 was not counted in the year for the comparison. For example two counties in 2018 had increases in 2017 but none in 2018 and three counties had increases after September 1. The Employer's demonstration takes into account only the two counties having 2017 increases and none that had a December 2018 increase. The same methodology persists in adjusting the data for the actual September 1 payday status of the other years. This is consistent with the Employer's argument that on a dollar basis annually or hourly Shelby County deputy force is more highly paid than the others throughout the steps. However, the percentages based on the Employer data cannot easily be compared to the Union's percentages.

The Union has not spared the Arbitrator complications in its arguments either. Although the final issue in dispute is the base rate, the Union argues about the effect the increase would have on officers higher on the step ladder. Obviously and a dollar increase on the base level when compared to the much higher rates produce a lower percentage increase. That is not an artifact of the base rate increase. It is an artifact of the step system formula. The step system is not up for review. The disambiguation of the base pay effects from the step system structure is not only beyond the Arbitrator's jurisdiction but also beyond the data presented in the evidence.

It would have been preferable to make comparisons of the communities by a percentage analysis if the Parties' data were identical. Consequently the percentages mentioned are based primarily on the Union's data. However, not even the Union's data is consistent because in the third year comparison it had to rely on the only three counties available at the time and not five; thus also skewing the results of a percentage analysis. The inclusion of the data from Moultrie, which has been ordered above, introduces data only from the Employer's approach. Consequently a percentage analysis including it is modestly attempted but not rigorously pursued.

The percentage analysis conclusion yields limited information. First, it is sufficient only to show that both Parties are approximating the CPIU on a percentage basis which makes that factor neutral.

**Unit A Year 1**

<b>Expired CBA</b>	<b>FY16</b>	<b>FY17</b>	<b>FY 18</b>
Wage increase	1500	1500	1500
Percent increase	3.45	3.33	3.22

**CPIU :** December 2017-2018 :1.9 (1.7 each September 2018, 2019)

**Successor CBA**

	<b>FY 19</b>	<b>FY 20</b>	<b>FY 21</b>	
Employer Proposal	1000	1000	1000	
	2.10%	2.04%	2.00%	
Union Proposal	1350	1350	1350	
	2.81%	2.74%	2.66	
Five Counties	2.47	2.62	2.78*	*three counties per Union data
Six Counties	2.43	2.57	2.65*	*four counties

The starting point is the expired contract. For reasons not stated on the record it shows a history of increases in excess of the CPIU prevailing at the time. As shown below that agreement placed Shelby County well ahead of its peers in the comparative group. Both Parties pulled back from the \$1500 annual increases of the last contract. Both proposals still persist above the CPIU. In percentage terms, annually both are very close differing by 0.6% to 0.8% with the Union being a bit more.

The second conclusion from a percentage analysis is that they are very close. They vary by 0.6% to 0.7% per year.

The Union exaggerates the difference by comparing the total of the three-year dollar increases to each other claiming a differences of 25%. This is not a new information because the percentage difference is the same for each discrete year. (\$4000 versus \$3000; \$1350 versus \$1000). The percentage difference in the offers whether annually or in a three-year basis is of moment only to the Employer which must support the additional increase. Since that is not a factor, this data point is not relevant. Factor #4 requires the comparison of the issues, here wages, with the comparable communities. Comparing the offers to each other does not serve that requirement.

The third conclusion from a percentage analysis is that the proposals are very close to the comparative community averages, whether five or six counties. They vary either way with the Employer below and the Union slightly above the averages.

As noted above, using percentages makes it difficult to compare the Employer to the Union proposals and to the comparable communities. The Union's data shows the percentage increases on a five-county basis being approximately midway between the Union offer and the Employer offer.

Adjusting the percentages for six counties by using the Union's percentage scale with the inclusion of Moultrie County produces the same conclusion. In the Moultrie County Deputy agreement the wages are stated in hourly rates rather than annual salary. In addition, the total annual salary for Moultrie County in the Employer's evidence appears to be approximately 2050 hours compensation. That is another reason the hourly rate need be used.

The changes in the hourly rates published in the Moultrie CBA show a \$.49 increase of 2018 over 2017 and \$.51 increase of 2019 over 2018. The amount of the 2017 increase is not apparent in the evidence. Consequently certain interpolations are necessary. On the assumption that bargainers often back-end load the wage increases and in order to follow the trend of the two apparent increases in the CBA, the 2017 hourly rate increase should be \$.48 over 2016. Thus the three increases of \$.48 \$.49 and \$.50 that produce the rates of \$21.88 \$22.37 and \$22.88 when converted to percentage increases become 2.24% (2017), 2.23% (2018), 2.27% (2019). When these are inserted in the Union's evidence (UX 11) the above six County averages are achieved. The result with the addition of the sixth county shows the offers of the Employer and the Union are virtually equidistant from the average. The annual percentage increase analysis is unavailing for purposes of determining which is the more reasonable offer.

Comparing the communities on the percentage increases that each county granted their respective workforces is not as telling of the labor market as the ranking the counties . Using the six county comparison the base salary for the Shelby County deputies falls into the following scheme as shown:

2017  
Douglas Moultrie Edgar Christian, Fayette *Shelby* Clay  
2018  
Douglas Edgar, Christian Fayette *Employer Union* Clay  
2019  
Douglas Moultrie Christian Edgar Fayette *Employer Union* Clay  
2020  
Douglas Moultrie Edgar Christian Fayette Clay *Employer Union*

The data shows that Shelby County is the second highest paid County among the six in 2017. The Parties' proposals show that each of them maintains this position for 2018 and 2019 with the Union being higher than the Employer. Only in 2020 would Shelby County exceed highest-paid position among the six. That is accomplished both by the Employer and Union proposals.

Unfortunately this exercise does not bring us any closer to the solution of which of the final offers is the most appropriate. Both of them maintain a better than the CPIU rate increase, both of them surround the average increases of the other counties on a percentage basis, and both of them produce salaries placing the Shelby County deputies at the highest end of the comparative communities.

Rather than rank, looking towards the measures of centrality by using dollars rather than percentages somewhat the same conclusion is reached.

	AVERAGES		MEDIANs*		
	6 COUNTY	5 COUNTY	6 COUNTIES	5 COUNTIES	FINAL PROPOSALS
2018	43,427	46,872	46,000	46,000	Both over 49,000
2019	43,307	48,271	46,500	46,900	Both over 50,000
2020	44,378	49,662	47,000	48,600	Er.51,000 Un.52,000

\*(rounding to hundreds to break ties for Employer's list of six)

The final proposals for the first two years on a dollar scale show both are \$6000 to \$7000 above the six county average and \$3000 to \$4000 over the six county medians. In the third year the Union's proposal pulls away from the Employer's proposal. Employer's proposal is \$7000 above the six county average and \$4000 above the six county median, with the Union being \$1000 more in each category (ie \$8000 and \$5000 respectively).

Comparing the issues among the comparative communities under Factor #4 makes the case that Shelby County should have an increase that maintains its position as the highest-paid amongst counties in the local labor market. The difficulty for a highly paid community within a labor market is not the maintenance of its position but the prudence to improve the wages of its workforce notwithstanding its top rank. That presents the necessity to use the labor market as the Arbitrator defined it and not as presented in the stipulations. Moultrie County was obviously within the local labor market but so was Effingham although the Parties stipulated it out of consideration. On the

other hand Clay County demographically had a marginal purchase to its position in the local labor market and could of been excluded on demographic terms but was kept in.

The data comparison which concludes with the finding that the Deputy Unit is well-paid and at the high-end of the local labor market is more accurately reflected with the inclusion of Moultrie County. Notably the exclusion of Clay County unexpectedly exaggerated the result. Although its demographic data is suggests less affluence, its compensation structure exceeds Shelby County in two out of three prospective years. A the Union explains, this is in part the result of "market adjustments" granted by the county commissioners there. Effingham with its demographics reflecting more affluence should have been included. If it were, Shelby County's position in the ranking would come into clearer relief. It may have maintained its top position or it may have conceded that to Effingham. Strangely, and satisfactorily here today, the inclusion of Clay County appears to have been a useful substitute for Effingham County.

The guidance that the comparative communities give to the choice between the two final offers for the Deputy Unit is marginal. Because both maintain Shelby County's position at the top rank and since Clay County included a market increase, the Employer's offer seems to be the more prudent.

Whether the Employer's offer is the one that reasonable Parties would agree upon requires consideration of the other non-neutral statutory factors. There are no "breakthrough" issues inherent in the Deputy Unit wage increase so the final factor to consider is changed circumstances.

The COVID19 outbreak is the most significant changed circumstance. It impacts the employees on a day-to-day basis being first responders. The duration is unknown but the end is imminent with the prospect of the reopening of the economy of many states. Since retroactivity has been tacitly agreed, the employees will receive whatever the award on this issue as backpay for two thirds of the contract term. Also the third year of the Union proposal outpaces the Employer's in relation to centrality measures of six county labor market. These facts militate against consideration of the Union's offer.

The impact the COVID19 outbreak has on the Employer is as potentially significant but also has affects both on the Employer and the employees. With so much of its revenue dependent on tourism, it is likely the County's revenue produced by that source will severely decline in 2020. On the generous assumption that a recession will NOT ensue, that nonetheless strains the revenue carryover to the following years. Revenue reduction is in part a result of government restrictions and/or guidelines on social distancing and restricted capacity for facilities continuing into the summer. Even with reopening the Illinois economy which in other states seems imminent for the summer, some seasonal traffic has already been impaired. The hope is that after a period of stay at home orders there would be a surge of economic activity. The more likely reality is that public response to travel and open gatherings is expected to be extremely conservative in the environment where there are still no therapies or vaccines for the disease. The consequence of both the potential reduction in revenue and tourism not only impairs the county finances but could have an impact on the stability of the workforce. There are no assurances either way on the effects of the changed circumstances. However the factor of changed circumstances counsels a conservative instinct which is the final support for adopting the Employer's final offer for the Deputy Unit base wage increase.

### **XIII. ANALYSIS AND CONCLUSIONS-ANNUAL BASE PAY INCREASES: UNIT B**

The second economic issue for determination is the base wage increase for the unsworn unit, Unit B. As stated before fiscal year (FY) refers to September 1 which is the contract year. Base Wage refers to the wage rate as of the first day after one year of service. The Union presents its comparative data on the basis of increases within the contract year while Employer converts the comparative contracts to the total dollars paid as of September 1 of the given year. The Union addressed the entire unit with one proposal while the Employer made separate proposals for each, Corrections Officers and Dispatchers, and the "Other" Unit B jobs. The Union challenges that as a "breakthrough." The Employer's separate offers makes the comparisons a bit anomalous but the comparisons will persist with the mental notation of the variance from the Union's data.

The base wage increase in the CBA is stated in annual dollars but is also shown on the wage scale in hourly increments. They are not stated in percentages. The percentages cannot be relied upon to compare the Employer and Union data. Consequently a percentage analysis is not rigorously pursued and yields limited information. It is sufficient only to show as found above that both parties are approximating the CPIU on a percentage basis which makes that factor neutral.

The proposals compared to the expiring contract show the following:

#### **Unit B Year 1**

<b>Expired CBA</b>	<b>FY16</b>	<b>FY17</b>	<b>FY 18</b>
Wage increase	1000	1000	1000
Percent increase	2.63	2.56	2.50

CPIU : December 2018 :1.9 (1.7 September 2018)

#### **Successor CBA FY 19 FY 20 FY 21**

Employer Proposal	650	650	650	<<Excludes "Other" jobs
	1.71%	1.68%	1.65%	
Union Proposal	1050	1050	1050	
	2.76%	2.69%	2.62%	
Five Counties	2.62	2.77	3.04*	*three counties per Union data
Six Counties	2.76	2.84	3.09*	*four counties

The starting point is the expired contract. As shown below that agreement placed Shelby County well in the midst of its peers in the comparative group. The last CBA increases trended just less than 1% above the CPIU. For the successor CBA the Employer's proposal of \$650 pulled back from the \$1000 annual increases of the last contract while the Union added \$50.00 to the prior increase amount to be \$1050. Both proposals still approximate the CPIU.

Matching the CPIU is not a factor here. That is typically considered a minimum increase absent extenuating circumstances. The bargaining project and the compensation theory are not intended on having the unit/employees tread water by keeping up with the cost of living which is reflective of

the "iron wage" of old.<sup>6</sup> Modern compensation theory attempts to capture some of the productivity value created by the employees. It is the "get ahead" feature of compensation. Neither party delved into productivity data which can be esoteric at best and impossible to measure on small scales. However, the "get ahead" impulse is prevalent notwithstanding the calculus.

To evaluate the prospects of improvement, ranking the offers and observations of the measures of comparative centrality should assist. In the following ranking of the offers is based on Union data which includes all Unit B positions. Even with its near 1% improvement on the CPIU, Shelby's Unit B managed to earn a solid middle out of six comparative communities. The Employer's offer maintains that standing while the Union's proposal moves the Unit B up a notch.

2017  
Moultrie Edgar Douglas **Shelby**, Fayette Christian, Clay  
2018  
Moultrie Edgar,Douglas **Employer Fayette Union** Christian Clay  
2019  
Moultrie Edgar Douglas **Employer Fayette Union** Christian Clay  
2020  
Moultrie Edgar Douglas **Employer Fayette Union** Christian Clay

The centrality statistics are illuminating. From the Union's data based on the full Unit B data, the Employer's offer hovers within hundreds of dollars above the six county median and averages for the first two years and falls behind by nearly \$1000 in most of the third year statistics. The Union's full Unit B offer is about \$1000 +/- above the averages and the medians.

UNION DATA :AVERAGES			MEDIAN		Final Proposals
	6 County*	5 County	6 Counties	5 Counties	
2018	38,197	38,778	38,723	37,960	Un. 39,050 Er. 38,650
2019	39,260	39,823	39,406	38,813	Un.40,100 Er. 39,300
2020	40,331	40,944	40,385	39,770	Un.41,150 Er. 39,950

\*(Moultrie CBA data inserted in Union matrix)

Looking to the Employer materials the centrality statistics are as follows comparing the Unit B offer with data separately from the comparatives communities corrections and dispatch while ignoring the "Other" jobs.

EMPLOYER DATA: AVERAGES			Dispatchers		Final Proposals
	Corrections 6 County*	5 County	6 Counties	5 Counties	
2018	38,799**4	35,083*3	38,799**4	35,083*3	Un.39,050 Er. 38,650
2019	35,684	35,439	35,825	35,608	Un.40,100 Er. 39,300
2020	35,477	36,193*5	35,187	36,008	Un.41,150 Er. 39,950

\*(2018 uses 4 and 3 and 5 counties respectively)

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<sup>6</sup> Iron Law of Wages."the doctrine or theory that wages tend toward a level sufficient only to maintain a subsistence standard of living." © 2020 Dictionary.com, LLC, Accessed on the internet at: <<<https://www.dictionary.com/browse/iron-law-of-wages>>>



The averages show the Employer Unit B offer and the Union's offer around the 2018 average but the Union's offer exceeds the averages in both corrections and dispatch categories of the other counties for the other years. For those years both are \$4500+/- above the corrections averages.

On a median basis the offers are well above the dispatcher in the first year. In the last two years they are about \$4000 to \$5000 above the median for the second year. The same is true of the third year median in the corrections comparison but for dispatchers the offers are about \$6000 above the medians.

**EMPLOYER WAGE DATA: MEDIANS (rounded to 000's)**

	<b>Corrections</b>		<b>Dispatchers</b>		<b>Final Proposals</b>
	<b>6 County*</b>	<b>5 County</b>	<b>6 Counties</b>	<b>5 Counties</b>	
2018	33,700*4	33,900*3	34,700	35,600	Un.39,050 Er. 38,650
2019	35,900	35,600	35,000	35,600	Un.40,100 Er. 39,300
2020	36,000	35,400*5	35,550	35,500	Un.41,150 Er. 39,950

\*(2018 uses less than 4 and 3 and 5 counties respectively)

The Employer's demonstration suggests that Shelby County's Unit B jobs are well paid in comparison to the other counties, moreso in the Dispatcher category. The rankings of the counties in the Employer data would be:

2018  
CO: Moultrie Fayette Clay Edgar **Employer Union**  
Disp: Moultrie Clay Fayette Edgar, **Employer Union**  
2019  
CO: Douglas Fayette Clay Christian Moultrie Edgar **Employer Union**  
Disp: Christian Fayette Clay Moultrie Douglas Edgar, **Employer Union**  
2020  
CO: Moultrie Douglas Fayette Clay Christian Edgar **Employer Union**  
Disp: Moultrie Christian Fayette Clay Edgar, **Employer Union**

Comparison of the two Parties' statistics demonstrated the variation between their methodology. Certainly the addition of Moultrie County depresses the Union's comparison but not the Employer's. The Union's ranking shows the offers as "middling" while the Employer's show the county's ranking as vanguard. The Union having only three settlements in 2020 interpolates the other two counties of its five by carrying forward the last increase of the expiring contacts for the first increase of the next contracts. In the years where the Employer is missing counties it omits them and averages the remaining. Of course the Employer divides the Unit By job category. More to the point, the Employer's use of the actual dollars paid exaggerates the differences between its offer and the comparison communities and its offer and the Union offer. It shows its offer as being in excess of the averages and medians. What its methodology is demonstrating is that its offer produces more dollars on a given date (September 1) than the others on the same precise date.

Factor #4 is a comparison of issues, here wage *increases*. The proper comparison is not the dollars paid but the *rate of increase* whether in percentage or dollars. Because one of the Illinois factors is the CPIU, the bias of the legislature is clearly in favor of the language of increase being percentages.

Comparison of wage increases is to be demonstrated in a labor market, ie comparable communities. A market has the characteristics of "bid and ask," not "going price" which is the retail approach. The Employer's data is not so much one of a comparison of the issue (Factor #4) of wage increase as it is one of the sorts of other evidence that bargaining parties may consider in Factor #8.

The conclusion reached on Factor #4 evidence tempered with Factor #8 information is that even with average or median the market increases Shelby County Unit B jobs pay more than other counties. The Employer's offer barely improves on the cost of living. That and the unfortunate retail approach of the Employer bodes against adopting its offer when considering the comparison of wage increases in the local labor market.

There are still two other factors to consider. The changed circumstances, Factor #7, outlined in the Deputy issue pertains as well here. Corrections Officers are no less one of the at risk services possibly more so than road deputies. While the high rank of the Deputies among the counties and the retroactivity mooted any hazard pay consideration, that is not the case here. The Employer offer of merely the cost of living takes no account of the changed circumstance. Compensation should follow on that risk.

The final consideration is Factor #8, those facts that reasonable bargaining parties should consider. One, changed circumstances, has already been considered. There is more to the Factor #8 evidence. It is clearly demonstrated that under the step system the employees of Unit B at higher seniority fall more and more behind. While the base rate for Unit B is about average in year one of the CBA, employees at higher steps fall behind the averages of the other counties. This is shown in both the Union and Employer charts but is actually calculated by the Union. In the out years (after 5) Unit B employees fall behind with both offers.

In year one the lag ranges from -1.5% to -4.9% depending on the offer and the year. In year two it ranges from -2% to -6% depending on the offer and the year. In year three it ranges from -2.2% to -7.2% depending on the offer and the year. Still every case all are negative with the sole exceptions of the first year (base pay) and the top rate. The latter shows significant improvements over the contract. That may have an exclusive motivation owing to the unique role that top rates have in eventual pension calculations. The effects on the top rates can be ignored. The effect on the others cannot. While the step system cannot be disambiguated for the purpose of evaluating a wage increase, it is still relevant that the work force is falling behind its peers in the mid years of the steps. That is yet another reason to favor the Union offer.

There is one other Factor #8 issue. That is the Employer's proposal to "red circle"<sup>7</sup> the Other Unit B jobs of clerk and janitor. There are five clerks and four janitors. The Employer argues they are paid

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<sup>7</sup> When an employee is overpaid, their base pay as a "red circle rate," or a rate of pay that is above the maximum salary for a position. A red circle policy is a common approach to addressing this situation and allowing the market to catch up with the employee's pay. Stacey Carroll, "HR Cost Cutting with a Red Circle Policy," (April 4, 2009) *PayScale.com*, 2020 PayScale, Inc. Accessed on the internet at <<<https://www.payscale.com/compensation-today/2009/04/red-circle-policy>>>.

more under the FOP agreement than comparable positions in the County's AFSCME agreement. It argues that the janitor compared to the AFSCME laborer is required to perform tasks of lower physical demand and of less skill. The Sheriff's clerks perform the identical tasks to the court clerks. That is a valid internal comparison under Factor #4 and potentially reasonable.

The chief Union argument is that this is a "breakthrough" issue that must sustain a high burden in order to change it via interest arbitration. The law on that is discussed above. Interest arbitration is not forum for the adoption of the "good ideas" of either party. Essentially per Arbitrator Benn the proponent must prove the current system is "broken." Key to adopting such measures in interest arbitration is the hardship suffered by the proffering party accompanied by other unsuccessful attempts to resolve the matter.

There is no attempt to show a hardship by the County. The only fact is that the clerks and janitors are paid more than others in the County. That is one statutory factor among many. Not only had the Employer not attempted, let alone sustained, the burden to adopt a breakthrough issue, the matter must fail on another ground. The Arbitrator's jurisdiction is to choose one of the final two economic offers. The award cannot be tailored to modify one classification's increase differently than others. As has been concluded for the balance of the Unit B jobs, corrections and dispatch, the Union's offer is the more reasonable. The red circle proposal cannot be separately adapted in this forum even if it were the more reasonable.

#### **XIV. ANALYSIS AND CONCLUSIONS - HEALTHCARE**

Economically the final offers on health care are near identical. The differences arise in some of the features. The issue is the premium share paid by the employees. During the pendency of the negotiations the employees paid the \$40.00 per pay period as required in the final year of the expired agreement. The Union proposes to increase that to \$53.00 effective November 1, 2020, this year. The Union's proposal is prospective only. The Employer proposes that the payment be converted to a percentage of the individual premium, 12.5%, and that it apply to all pay periods beginning the first insurance plan year of the successor agreement, ie. November 2018. The two amounts, \$53 and 12.5%, are identical in economic impact for the current year.

The internal comparisons show that the County employees all pay a percentage of the premium. Under the prior agreement and through hearing and award in 2020 the FOP employees paid \$1040 annually. The Union proposal would make that \$1378 annually. By contrast the AFSCME unit and non bargaining employees paid \$1275 (\$49/pay) in 2018 and \$1350 (\$53/pay) in 2019. Adopting the Union's position would place the FOP employees to an advantage of \$235 or \$310 annually compared to the County's other employees.

Other Factor #4 of external comparisons provide the following information:

*Insurance Premium Share paid by Employees*

Douglas	0% (no cost)
Moultrie	0%
Christian	6%
Fayette	5%
Shelby	8.88% current
Clay	13.65%
Edgar	15%
Average:	6.6%w/o Shelby
Median	5% w/o Shelby
Union	11.77%
Employer	12.5%

The adoption of either offer would maintain Shelby County's rank among the six comparable communities. Nothing about the comparisons clearly support either proposal based on economics. The analysis turns to the other non-neutral factors, Factor #7 COVID 19 presenting changes circumstances has been addressed earlier and applies here as well. It can be considered in connection with Factor #8.

A Factor #8 consideration is that the Employer's offer includes a retroactivity feature. That would require a small offset to the retroactive wages once awarded. Compared to other counties, the premium payment would erode the respective wage awards for Unit A and B. That would be a consideration of net pay, ie net the premium. Such consideration would improve the standing of Moultrie and Douglas in the wage comparison but would not change the relative standing of Shelby as tops for Deputies and above average for others.

Relative to Factors #7 and #8 are the consideration of the unknown future premium charges of the carrier. As of the hearing nothing unusual was expected from the carrier. Since the COVID19 outbreak, that is up for serious question. The costs of the disease itself, although it has undershot the projections, is a continuing fact of life until there is a successful therapy or vaccine. The deflection of health care resources away from the routine disease and injury states is another potential cause of premium increases. Of course, employees face the possibility of the disease itself and resultant cost of care. Taken in context of the reduction in wages in the Employer's offer with retroactivity, the factor of changed circumstances supports the Union offer. The lack of retroactive reduction in the wages in the Union offer can rationalize it as a concession towards a token hazard pay for these first responder classifications in light of the changed circumstances.

The breakthrough analysis of the Employer's offer would have supported the Union notwithstanding any other Factors discussed. This Factor #8 issue, to bear repeating, whether mere "good ideas" from either party are up for adoption in interest arbitration absent the showing that the system is broken. Again no serious attempt was made to even show the system was broken by the Employer. It did claim a desire for uniformity among the County employees all of whom pay a percentage of the premium aside from these units. To do so would change the FOP units' dollar denominated payment to a percentage which is inherently more open ended and more susceptible of the effects of changed circumstances. No serious hardship shown beyond the few hundred dollars difference paid by each FOP employee was shown to support an open ended premium charge. No evidence was adduced on

attempts to rectify whatever problem the dollar denominated payment caused. In fact the record was clear that the offers were so close as not to produce significant differences. Finally, these parties are now at interest arbitration after two thirds of the contract term passed. Whatever "hardship" there may have been was not sufficient to cause the parties to agree or to move more quickly to impasse procedures. Factor #8 breakthrough considered alone is enough to recommend the Union's offer.

## **XV. AWARD**

1. The Employer's final proposal to increase the base pay of the Deputy Unit A retroactive to September 1, 2018 for the successor CBA is accepted and awarded. This shall be retroactive to September 1, 2018 including for any Officers who have left employment since that time.
2. The Union's final proposal to increase the base pay of Unit B classifications retroactive to September 1, 2018 for the successor CBA is accepted and awarded. This shall be retroactive to September 1, 2018 including for any Officers who have left employment since that time.
3. The Union's final proposal to increase the employee premium payment to \$53 per pay period effective November 1, 2020 for the successor CBA is accepted and awarded.
4. Pursuant to the Parties' request, all previously agreed-to tentative agreements are to be included in the new agreement and are so awarded.

Made and entered at Cuyhoga County, Ohio  
May 11, 2020

A black rectangular redaction box covers the signature of Gregory P. Szuter. Below the box, the words "GREGORY P. SZUTER" are faintly visible in a stylized font.

Gregory P. Szuter, Fact Finder

### **PROOF OF SERVICE:**

The foregoing has been sent by electronic mail via the internet on May 11, 2020, to both FOP-ILC and the Shelby County/Sheriff Office in care of their representatives per addresses shown on the cover and filed with the Illinois Labor Relations Board in the same manner.

# RECOMMENDED REVISIONS TO PAYROLL POLICIES AND PROCEDURES

## I. PRESENT LANGUAGE: Introductory Statement

This policy is based on Federal and State Labor Law and the U.S. Citizenship and Immigration Services Law.

RECOMMENDED CHANGES: (Strike throughs represent language to delete and red represents language to be added.

This policy is based on Federal and State Labor Law ~~and~~ the U.S. Citizenship and Immigration Services Law **and Union contracts**.

TO READ AFTER APPROVAL:

This policy is based on Federal and State Labor Law, the U.S. Citizenship and Immigration Services Law and Union contracts.

## 2. PRESENT LANGUAGE: 2. General Policies:

c. Payments to all employees will be based on the approved time sheets.

RECOMMENDED CHANGES:

c. Payments to all employees will be based on the **approved work hours** on the approved time sheets **by the supervisor and not time in-and time out**.

TO READ AFTER APPROVAL:

c. Payments to all employees will be based on the approved work hours on the approved time sheets of the supervisor and not time in-and time out.

## **SHELBY COUNTY, ILLINOIS**

### **PAYROLL POLICIES AND PROCEDURES**

- This policy is based on Federal and State Labor Law and the U.S. Citizenship and Immigration Services Law.
- 1. Pay Periods are every two weeks starting on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. All pay checks for two-week pay periods will be distributed within six working days after the last working day of the pay period. Paychecks will be directly deposited into individual employee checking or savings accounts on the Friday following the end of the pay period. Paper checks will be available in the County Clerk's office for pick up by Department Representatives on the Thursday following the pay period end date at 3:00 p.m. This will require a signature by the Representative for release.
- 2. General Policies:
  - a. All employees of Shelby County are required to submit a time sheet with the employee signature and the signature of the Department Head. Any changes made to a payroll already submitted will require a signature of both the employee and Department Head.
  - b. All accrued benefit time (vacation, personal, sick, compensation) will be tracked in the payroll system. Additions will be added according to the specifications in the union contracts. The use of benefit time based on payroll time sheets will deduct in the payroll system automatically. Department Heads will confirm balances with the Treasurer's office quarterly.
  - c. Payments to all employees will be based on the approved time sheets.
  - d. A new employee will not be put on payroll without the Employee Data Form signed by Department Head and both W-4 Forms and an I-9 Form.
  - e. The Employee Data Form will be required to make any pay rate changes, position changes or deductions for an existing employee. This form will need to be signed by both the employee and Department Head.
  - f. Upon any termination of an employee, the Employee Data Form will need to be signed by both the employee and Department Head.

## Procedures:

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

## 3. COUNTY BOARD PAYROLL POLICY

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



EMPLOYEE \_\_\_\_\_

EMPLOYEE NUMBER \_\_\_\_\_

**NEW HIRE**

**Effective Date** \_\_\_\_\_

Position \_\_\_\_\_

Pay Rate \$ \_\_\_\_\_ Per \_\_\_\_\_ (hr/biweekly)

Department \_\_\_\_\_

Expected number of hours to be worked for IMRF \_\_\_\_\_

Classification ☐ Introductory ☐ Regular full-time ☐ Part-time ☐ Temporary

☐ I9 Form(attach) Tax Withholding status (attach IL & FEDERAL 2020 W-4 ) ☐ Single ☐ Married

**PAY/BENEFIT CHANGE(S)**

**Effective Date** \_\_\_\_\_

☐ Rate of Pay From: \$ \_\_\_\_\_ Per ☐ Hour ☐ Bi-Weekly ☐ Year  
To: \$ \_\_\_\_\_ Per ☐ Hour ☐ Bi-Weekly ☐ Year

☐ Benefits Change(s) (attach appropriate forms) ☐ Health ☐ Dental ☐ Short Term Disability  
☐ Long Term Disability ☐ Life

☐ Position/Title Change From: \_\_\_\_\_ To: \_\_\_\_\_

☐ Change in tax exemptions – **Attach new W-4**

☐ Change Marital status: ☐ Single ☐ Married ☐ Divorced ☐ Death of spouse

☐ Dependents: ☐ Add ☐ Delete Name(s)/Relationship: \_\_\_\_\_

☐ Address/phone change: Old: \_\_\_\_\_

New: \_\_\_\_\_

**TERMINATION OF EMPLOYMENT**

**LAST DATE WORKED** \_\_\_\_\_

☐ Quit with Notice ☐ Quit without Notice ☐ Laid Off ☐ Terminated

Additional Notes/Comments:

Eligible for Rehire: ☐ Yes ☐ No

**EMPLOYEE SIGNATURE:**

## **Shelby County Policy to Create a Managers Council—**

The Shelby County Board hereby establishes a managers council beginning in December of 2020. This group will consist of the State's Attorney, Board Chairman, Vice-Chairman, and all elected officials and department heads of Shelby County in order to improve communication and procedures in Shelby County, and to recommend policy and solutions to current situations in Shelby County such as farm land lease and taxes, FOP grievance, payroll policy and procedure, grant procedure, better reporting of County business and finances. This Group shall Organize in December of 2020. The Board Chairman will call the first meeting and the group will elect officers at this first meeting. It is recommended that this group meets at least once per month on a fixed schedule to allow as much participation as possible. The recommendations of these meetings to be shared with the Shelby County Board so we can improve Shelby County for all.



Locally funded, financially sound.

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Welcome Erica! Your last visit was October 21, 2020.

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## Shelby County

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### Reserve Account(s)

The retirement reserve is used to pay retirement benefits for a unit of government's IMRF members. It is also one factor used to calculate the IMRF employer contribution rate.

Negative reserve balances stem from total member and survivor annuity costs exceeding the employer assets that are in the reserve. IMRF charges 7.5% interest on the opening balance (January 1st) of a negative reserve account.

Reserve Account(s) as of 10/22/2020

Account Description	Balance
Regular Retirement Reserve	5,332,563.54
SLEP Retirement Reserve	805,385.19
SLEP Enhancement Reserve	-58,088.72
ECO REG/SLEP Retirement Reserve	-328,861.55

[Quit](#)

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### Employer Support Videos

IMRF offers Employer Support Videos to help Authorized Agents complete common tasks.

[LEARN MORE](#)

### Employer 800 Number

Got a question about IMRF employer tasks? Call our **exclusive, employer-only** number, 1-800-728-7971, Monday-Friday, 7:30 AM - 5:30 PM for access to an IMRF Representative who specializes in employer customer service. Please do not share this number; employees may contact IMRF at 1-800-ASK-IMRF(275-4673).

[LEARN MORE](#)

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The IMRF website provides a brief summary of IMRF benefits and the administration of those benefits. IMRF members' and employers' rights and obligations are governed by Article 7 of the Illinois Pension Code. Statements on the IMRF website are general, and the Illinois state law governing IMRF is complex and specific. If a conflict arises between information in the IMRF website and the law, all decisions are based on the law.



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## Shelby County Clerk - Jessica Fox

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**From:** Shelby County Treasurer - Erica Firnhaber <shcotre@shelbycounty-il.com>  
**Sent:** Friday, October 30, 2020 10:18 AM  
**To:** Jessica Fox  
**Subject:** IMRF

Jessica,

I just got confirmation that we would have to continue the monthly payments to IMRF so I would like the proposal to be a lump sum of \$300,000 instead of the \$328,861.

Thank you and sorry for the trouble.

*Erica Firnhaber*  
*Shelby County Treasurer*  
*P.O. Box 326*  
*Shelbyville, IL 62565*  
*217-774-3841*

( 20

21[illegible]

# Shelby County Monthly Investment Report

9/30/20

10/31/2020

		ASSETS		
GENERAL	001-1000-00-000	BU CHECKING	\$9,146.96	\$7,516.59
GENERAL	001-1001-00-000	SC PAYROLL .50% INT	\$29,630.57	\$38,725.06
GENERAL	001-1005-00-000	FF AP CLAIMS .25% INT	\$12,436.54	\$10,413.76
GENERAL	001-1100-00-000	PC TREASURER	\$2,500.00	\$2,500.00
GENERAL	001-1101-00-000	PC PROBATION	\$50.00	\$50.00
GENERAL	001-1300-00-000	BU .15% INT	\$362,393.91	\$368,652.76
GENERAL	001-1302-00-000	FF .50% INT	\$1,948,978.82	\$2,335,778.46
GENERAL	001-1999-00-000	DUE TO/FROM GENERAL FUND	\$35,212.00	\$53,215.97
		Totals for Fund 001:	\$2,400,348.80	\$2,816,852.60
COUNTY HEALTH	002-1100-00-000	PETTY CASH	\$135.64	\$135.64
COUNTY HEALTH	002-1200-00-000	FF .50% INT	\$143,513.20	\$161,722.25
COUNTY HEALTH	002-1300-00-000	FF .375% INT	\$30,472.81	\$30,676.74
COUNTY HEALTH	002-1999-00-000	DUE TO/FROM GENERAL FUND	\$40.00	\$0.00
		Totals for Fund 002:	\$174,161.65	\$192,534.63
ANIMAL CONTROL	003-1300-00-000	SC .50% INT	\$52,536.88	\$55,146.85
ANIMAL CONTROL	003-1400-00-000	SC CD MATURES 1/31/2021 1.55%	\$25,193.22	\$25,193.22
ANIMAL CONTROL	003-1402-00-000	BU CD MATURES 1/31/2021 2.50%	\$41,251.29	\$41,251.29
ANIMAL CONTROL	003-1999-00-000	DUE TO/FROM GENERAL FUND	\$0.00	(\$510.00)
		Totals for Fund 003:	\$118,981.39	\$121,081.36
AMBULANCE	004-1200-00-000	FF .50% INT	\$45,321.20	\$125,510.77
AMBULANCE	004-1400-00-000	FF CD MATURES 10/28/2020 1.60%	\$70,758.91	\$0.00
		Totals for Fund 004:	\$116,080.11	\$125,510.77
MENTAL HEALTH	005-1300-00-000	SC .50% INT	\$512,342.32	\$675,703.04
MENTAL HEALTH	005-1400-00-000	FF CD MATURES 2/3/2021 .50% INT	\$411,951.92	\$411,951.92
MENTAL HEALTH	005-1402-00-000	SC CD MATURES 1/25/2021 2.33%	\$414,172.03	\$416,604.41
MENTAL HEALTH	005-1403-00-000	SC CD MATURES 1/25/2022 2.53%	\$415,407.76	\$418,056.81
		Totals for Fund 005:	\$1,753,874.03	\$1,922,316.18
IMRF	006-1200-00-000	FF .50% INT	\$902,945.20	\$1,103,445.45
IMRF	006-1999-00-000	DUE TO/FROM GENERAL FUND	(\$35,180.00)	(\$53,215.97)
		Totals for Fund 006:	\$867,765.20	\$1,050,229.48
SOCIAL SECURITY	007-1200-00-000	FF .50% INT	\$196,969.10	\$322,542.25
SOCIAL SECURITY	007-1400-00-000	FF CD MATURES 10/28/2020 1.60%	\$75,813.11	\$0.00
		Totals for Fund 007:	\$272,782.21	\$322,542.25
INDEMNITY	008-1200-00-000	FF .50% INT	\$9,030.96	\$9,034.67
INDEMNITY	008-1400-00-000	SC CD MATURES 1/28/2021 1.55%	\$120,927.45	\$120,927.45
		Totals for Fund 008:	\$129,958.41	\$129,962.12
HEALTH INSURANCE	009-1002-00-000	BU SECTION 105	\$21,736.73	\$13,986.77
HEALTH INSURANCE	009-1203-00-000	BU SHELBY CO GROUP INS .01% INT	\$156,829.91	\$141,252.68
HEALTH INSURANCE	009-1450-00-000	PARADIGM HOLDINGS	\$46,662.00	\$46,662.00
		Totals for Fund 009:	\$225,228.64	\$201,901.45
COURT SECURITY	010-1200-00-000	FF .50% INT	\$56,405.37	\$58,765.09
		Totals for Fund 010:	\$56,405.37	\$58,765.09
COUNTY BRIDGE	011-1300-00-000	FF .50% INT	\$210,839.93	\$242,289.88
		Totals for Fund 011:	\$210,839.93	\$242,289.88
COUNTY HIGHWAY	012-1200-00-000	FF .50% INT	\$225,515.08	\$249,370.83
		Totals for Fund 012:	\$225,515.08	\$249,370.83
FASM	013-1300-00-000	SC .50% INT	\$145,395.48	\$195,426.57
		Totals for Fund 013:	\$145,395.48	\$195,426.57



		Totals for Fund 014:	\$798,129.50	\$715,229.47
TOURISM	015-1200-00-000	FF .50% INT	130.20	\$13,252.37
		Totals for Fund 015:	\$22,130.20	\$13,252.37
PROBATION	016-1200-00-000	FF .50% INT	\$135,349.15	\$137,459.93
PROBATION	016-1400-00-000	FF CD MATURES 10/30/2020 2.00% INT	\$203,715.58	\$204,050.67
		Totals for Fund 016:	\$339,064.73	\$341,510.60
ASSIST COURT	017-1200-00-000	FF .50% INT	\$58,894.84	\$62,489.68
		Totals for Fund 017:	\$58,894.84	\$62,489.68
LAW LIBRARY	018-1200-00-000	FF .50% INT	\$6,376.37	\$6,007.69
		Totals for Fund 018:	\$6,376.37	\$6,007.69
AUTOMATION	019-1200-00-000	FF .50% INT	\$51,222.01	\$52,980.62
		Totals for Fund 019:	\$51,222.01	\$52,980.62
RECORDING	020-1200-00-000	FF .50% INT	\$105,566.91	\$113,887.16
RECORDING	020-1400-00-000	SC CD MATURES 1/28/2021 1.55%	\$103,172.25	\$103,172.25
RECORDING	020-1999-00-000	DUE TO/FROM GENERAL FUND	(\$32.00)	\$0.00
		Totals for Fund 020:	\$208,707.16	\$217,059.41
DRUG TRAFFIC PREVENTION	021-1200-00-000	FF .50% INT	\$367.57	\$367.57
		Totals for Fund 021:	\$367.57	\$367.57
AIRPORT	022-1000-00-000	FF .25% INT	\$6,958.69	\$22,947.00
AIRPORT	022-1300-00-000	MONEY MARKETS	\$51,870.46	\$51,870.46
AIRPORT	022-1400-00-000	CERTIFICATE OF DEPOSITS	\$21,466.03	\$21,466.03
		Totals for Fund 022:	\$80,295.18	\$96,283.49
CEFS	023-1200-00-000	FF .50% INT	\$2,583.04	\$2,583.04
		Totals for Fund 023:	\$2,583.04	\$2,583.04
HOME NURSING	024-1300-00-000	SC .50% INT	\$828,510.01	\$836,584.27
HOME NURSING	024-1400-00-000	BU CD MATURES 2/4/2021 2.50%	\$257,882.87	\$257,882.87
HOME NURSING	024-1402-00-000	SC CD MATURES 2/11/2021 1.55%	\$103,172.24	\$103,172.24
HOME NURSING	024-1999-00-000	DUE TO/FROM GENERAL FUND	(\$40.00)	\$0.00
		Totals for Fund 024:	\$1,189,525.12	\$1,197,639.38
WIC	025-1200-00-000	FF .00% INT	\$29,255.56	\$41,314.99
		Totals for Fund 025:	\$29,255.56	\$41,314.99
LOCAL BRIDGE	026-1300-00-000	SC .50% INT	\$140,334.86	\$122,764.98
		Totals for Fund 026:	\$140,334.86	\$122,764.98
TOWNSHIP CONTRUCTION	028-1000-00-000	BU CHECKING	\$0.24	\$0.24
		Totals for Fund 028:	\$0.24	\$0.24
TOWNSHIP MFT	029-1300-00-000	SC .50% INT	\$2,702,463.00	\$2,195,472.72
		Totals for Fund 029:	\$2,702,463.00	\$2,195,472.72
COUNTY JAIL MEDICAL COST	030-1200-00-000	FF .50% INT	\$2,304.40	\$2,540.76
		Totals for Fund 030:	\$2,304.40	\$2,540.76
MINOR UNKNOWN HEIRS	032-1200-00-000	FF .50% INT	\$602.06	\$602.31
MINOR UNKNOWN HEIRS	032-1400-00-000	FF CD MATURES 3/29/2021 .75%	\$44,318.78	\$44,318.78
		Totals for Fund 032:	\$44,920.84	\$44,921.09
PUBLIC DEFENDER RECORDS AUTO	033-1200-00-000	FF .50% INT	\$191.80	\$211.15
		Totals for Fund 033:	\$191.80	\$211.15
SHOP WITH A COP	034-1200-00-000	FF .50% INT	\$4,923.18	\$4,923.18
		Totals for Fund 034:	\$4,923.18	\$4,923.18
PROBATION DRUG TESTING	037-1200-00-000	FF .50% INT	\$14,770.46	\$15,709.57

DRAINAGE	039-1000-00-000	FF .25% INT	\$1,001	\$1,002.88
DRAINAGE	039-1200-00-000	FF .50% INT	\$182,362.	\$169,195.55
DRAINAGE	039-1400-00-000	FF CD MATURES 3/23/2021 .50%	\$203,830.55	\$203,830.55
DRAINAGE	039-1402-00-000	FF CD MATURES 3/29/2021 .75%	\$103,073.73	\$103,073.73
		Totals for Fund 039:	\$490,268.28	\$477,102.71
DOCUMENT STORAGE	040-1200-00-000	FF .50% INT	\$108,618.75	\$110,366.42
		Totals for Fund 040:	\$108,618.75	\$110,366.42
MISC COUNTY HEALTH	043-1200-00-000	FF .50% INT	\$413,234.30	\$422,381.70
		Totals for Fund 043:	\$413,234.30	\$422,381.70
VICTIM IMPACT PANEL	046-1200-00-000	FF .50% INT	\$15,378.81	\$15,550.14
		Totals for Fund 046:	\$15,378.81	\$15,550.14
STATE'S ATTORNEY FORFEITED	047-1200-00-000	FF .50% INT	\$1,138.81	\$1,138.81
		Totals for Fund 047:	\$1,138.81	\$1,138.81
RESCUE SQUAD DIVE TEAM	050-1200-00-000	FF .50% INT	\$3,732.24	\$3,732.24
		Totals for Fund 050:	\$3,732.24	\$3,732.24
DUI EQUIPMENT	051-1200-00-000	FF .50% INT	\$30,927.36	\$31,148.86
		Totals for Fund 051:	\$30,927.36	\$31,148.86
GIS	052-1200-00-000	FF .50% INT	\$225,573.55	\$226,221.05
GIS	052-1400-00-000	SC CD MATURES 1/28/2021 1.55%	\$206,344.49	\$206,344.49
		Totals for Fund 052:	\$431,918.04	\$432,565.54
CAPITAL IMPROVEMENT	054-1300-00-000	FF .375% INT	\$83,065.27	\$83,090.87
		Totals for Fund 054:	\$83,065.27	\$83,090.87
PET POPULATION	055-1000-00-000	SC .50% INT	\$19,985.89	\$20,581.59
PET POPULATION	055-1400-00-000	SC CD MATURES 1/31/2021 1.55%	\$20,154.58	\$20,154.58
PET POPULATION	055-1999-00-000	DUE TO/FROM GENERAL FUND	\$0.00	\$510.00
		Totals for Fund 055:	\$40,140.47	\$41,246.17
EMA SPECIAL	056-1300-00-000	SC .50% INT	\$15,367.56	\$15,374.07
		Totals for Fund 056:	\$15,367.56	\$15,374.07
STATE'S ATTORNEY AUTOMATION	057-1200-00-000	FF .50% INT	\$5,709.22	\$5,728.49
		Totals for Fund 057:	\$5,709.22	\$5,728.49
DRUG COURT	058-1200-00-000	FF .50% INT	\$22,163.24	\$22,564.73
		Totals for Fund 058:	\$22,163.24	\$22,564.73
TAX SALE AUTOMATION	060-1200-00-000	FF .50% INT	\$8,089.35	\$8,089.35
		Totals for Fund 060:	\$8,089.35	\$8,089.35
RESCUE SQUAD	062-1200-00-000	FF .50% INT	\$14,021.13	\$14,021.13
		Totals for Fund 062:	\$14,021.13	\$14,021.13
CORONER SPECIAL FUND	063-1200-00-000	FF .50% INT	\$26,611.23	\$26,911.23
		Totals for Fund 063:	\$26,611.23	\$26,911.23
SOLID WASTE FUND	064-1200-00-000	FF .50% INT	\$882.36	\$882.36
		Totals for Fund 064:	\$882.36	\$882.36
SALE IN ERROR	065-1200-00-000	FF .50% INT	\$6,264.85	\$6,264.85
		Totals for Fund 065:	\$6,264.85	\$6,264.85
		Total	\$14,111,327.63	\$14,480,204.88
		Total ASSETS	\$14,111,327.63	\$14,480,204.88

LIABILITIES AND FUND BALANCE

2010



GENERAL	001-2002-00-000	PAYROLL CLEARING	\$62,838.38	\$89,902.56
		Totals for Fund 001:	838.38)	(\$89,902.56)
		TOTAL LIABILITIES	\$62,838.38	\$89,902.56
		TOTAL LIABILITIES AND FUND BALANCE	\$62,838.38	\$89,902.56
SHELBY COUNTY STATE BANK	\$7,242,343.48			
BUSEYBANK	\$6,284,634.07			
FIRST FEDERAL S & L	\$830,543.20			

**Shelby County Collector  
Balance Sheet  
County Collector Accounts**

		9/30/2020	10/31/2020
<b>Assets</b>			
100-1001-001	SHELBY COUNTY STATE BANK .50% INT	\$8,906,714.38	\$715.74
100-1203-003	1ST NATL BANK OF ASSUMPTION	\$50.00	\$76.53
100-1205-005	COMMUNITY BANKS OF SHELBY COUNTY	\$50.00	\$50.00
100-1210-010	SCSB-STRASBURG .29% INT	\$50.00	\$50.00
100-1215-015	BUSEYBANK-TAX TRUST .01% INT	\$10,790.80	\$11,615.80
100-1301-001	SHELBY COUNTY STATE BANK .50% INT	\$1,795.00	\$1,410.51
100-1302-002	BUSEYBANK .15% INT	\$1,522.16	\$1,522.35
100-1304-004	FIRST NATL BANK OF NOKOMIS-MOWEAQUA .08% INT	\$763.28	\$763.31
100-1306-006	SCSB-FINDLAY .50% INT	\$313.72	\$313.85
100-1307-007	FIRST NATL BANK OF PANA .39% INT	\$238.02	\$238.03
100-1308-008	PEOPLES BANK & TRUST-PANA	\$50.00	\$50.00
100-1309-009	1ST NATL BANK OF WATERLOO-STEWARDSON .20% INT	\$72.04	\$72.07
100-1311-011	SCSB-WINDSOR .50% INT	\$321.63	\$946.69
100-1312-012	DEWITT SAVINGS BANK-MOWEAQUA .03% INT	\$250.00	\$250.00
100-1313-013	FIRST FEDERAL S & L .15% INT	\$146,458.63	\$802,860.35
100-1316-016	TSB-TEUTOPOLIS STATE BANK-SIGEL .22% INT	\$215.21	\$215.23
100-1317-017	BANK OF HILLSBORO-PANA .14% INT	\$52.08	\$52.08
100-1318-018	SCSB-MOWEAQUA .50% INT	\$300.38	\$300.51
<b>Total Assets</b>		<b>\$9,070,007.33</b>	<b>\$821,503.05</b>
<b>Liabilities and Fund Balance</b>			
<b>Fund Balance</b>			
100-3000-000	Fund Balance--	\$9,070,093.73	\$821,589.45
<b>Total Fund Balance</b>		<b>\$9,070,093.73</b>	<b>\$821,589.45</b>
<b>Total Liabilities and Fund Balance</b>		<b>\$9,070,093.73</b>	<b>\$821,589.45</b>
<b>BEGINNING BALANCE WITH CURRENT YEAR ADJUSTMENTS</b>		<b>\$3,925,815.83</b>	<b>\$3,925,815.83</b>
<b>NET SURPLUS/(DEFICIT)</b>		<b>\$5,144,277.90</b>	<b>(\$3,104,226.38)</b>
<b>ENDING FUND BALANCE</b>		<b>\$9,070,093.73</b>	<b>\$821,589.45</b>

Clarksbury  
50/50

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION \_\_\_\_\_

PETITION \_\_\_\_\_

X

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Clarksburg

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Clarksburg in said County, would respectfully represent that a drainage structure needs to be replaced over the tributary to Richland Creek where the same is crossed by the highway TR 367 at a point near SE 1/4 SE 1/4 Section 22; R6E; 3rd PM; T9N

in said Road District, for which said work the Road District of Clarksburg is responsible; and the cost of which work will be seven thousand Dollars, which sum will be more than .02 per cent 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 the "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 of the amount required.

Dated at Shelbyville, this 5th day of November 2020

Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Clarksburg

I, the undersigned Highway Commissioner of the Road District of Clarksburg County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Repair Bridge or Replace with Culverts - 5000

Labor, Equipment, Material - 2000

\$7000

500N/2175E

and I do estimate that the probable cost of the same will be seven thousand Dollars.

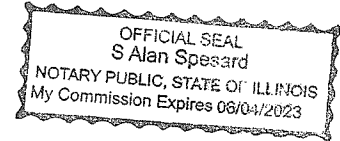
Witness my hand, this 5th day of November 2020

Highway Commissioner.

affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.

Highway Commissioner.

Subscribed and sworn to before me, this 5th day of November 2020



PETITION FOR COUNTY AID TO BUILD  
OR REPAIR BRIDGE, CULVERT OR  
DRAINAGE STRUCTURE

ROAD DISTRICT OF

Clarksburg

Shelby

COUNTY, ILLINOIS

Filed this day of

County Clerk.

263 Byers Printing Company, Springfield, Illinois.



500N / 2175E  
13' wide - 5' TALL  
and



Clarksburg  
Bridge

087-3198

STON

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION

PETITION

AGREEMENT

X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

[REDACTED]

[REDACTED]

[REDACTED]

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Clarksburg }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Clarksburg in said County, would respectfully represent that Bridge 087-3198 needs to be replaced over the Richland Creek where the same is crossed by the highway TR 313 at a point near NE 1/4 NE 1/4 Section 13; R4E; T10N

in said Road District, for which said work the Road District of Clarksburg is responsible; and the cost of which work will be five hundred forty thousand Dollars, which sum will be more than .02 per cent 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 the "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 of the amount required.

Dated at Shelbyville, this 5th day of November 2020

  
Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Clarksburg }

I, the undersigned Highway Commissioner of the Road District of Clarksburg County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Bridge Contract - 430,000

Engineering - 110,000

\$540,000

Existing Bridge Length = 90 feet

and I do estimate that the probable cost of the same will be five hundred forty thousand Dollars.

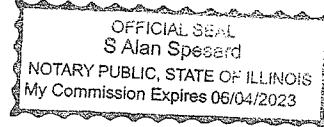
Witness my hand, this 5th day of November 2020

  
Highway Commissioner.

and a writ is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.

\_\_\_\_\_  
Highway Commissioner.

Subscribed and sworn to before me, this 5th day of November 2020



**PETITION FOR COUNTY AID TO BUILD  
OR REPAIR BRIDGE, CULVERT OR  
DRAINAGE STRUCTURE**

ROAD DISTRICT OF

Clarksburg

Shelby

COUNTY, ILLINOIS

Filed this \_\_\_\_\_ day of \_\_\_\_\_

County Clerk.

263 Byers Printing Company, Springfield, Illinois.

.3R1



Replace  
~~Moravia County High-~~  
~~Bridge 007-3000~~  
way  
Cowan-Herrick  
Red

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION

X

PETITION

\_\_\_\_\_

AGREEMENT

\_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Illinois Department  
of Transportation**

**Resolution for Improvement  
Under the Illinois Highway Code**

**FILED**  
DEC 07 2020

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2020-48

Section Number

19-00288-00-15

BE IT RESOLVED, by the Board

of the County

Governing Body Type

Local Public Agency Type

of Shelby County

Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Cowden-Herrick Road	5	CH 22	Sta 1+00	Sta 267+25

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Engineering Design and Construction oversight; local agency construction match required to resurface road with bituminous overlay and other incidentals. Funds are from the Rebuild Illinois Installments.

2. That there is hereby appropriated the sum of one hundred thousand

Dollars ( \$100,000.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Shelby County

Name of Local Public Agency

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 original of a resolution adopted by

Board

Governing Body Type

of Shelby County

Name of Local Public Agency

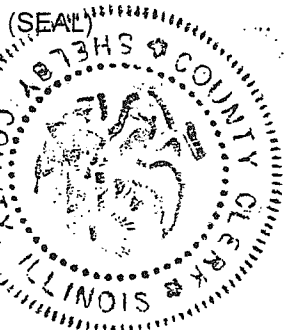
at a meeting held on Nov. 12, 2020.

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12<sup>th</sup> day of Nov, 2020.

Day

Month, Year



Clerk Signature

Date

[Signature]

11/12/2020

Approved

Regional Engineer

Department of Transportation

Date

[Signature]

11-25-20

Moweaqua ~~Box~~ Convent  
087-3000 Bridge  
Rebuild IL  
Funds

TO: THE SHELBY COUNTY BOARD

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





RESOLUTION X

PETITION \_\_\_\_\_

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE



# Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2020-49

Section Number

20-00289-00-br

BE IT RESOLVED, by the Board

Governing Body Type

of the County

Local Public Agency Type

of Shelby County

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Moweaqua Road	087-3000	CH21	2-1/4 miles East of Moweaqua	tributary to Flat Branch Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Engineering Design and Construction oversight; Right-Of-Way acquisition; and contract Construction to replace Bridge 087-3000 and other incidentals. Funds are from the Rebuild Illinois Installments.

2. That there is hereby appropriated the sum of two hundred fifty thousand

Dollars ( \$250,000.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

Name of Clerk

County

Local Public Agency Type

Clerk in and for said County

Local Public Agency Type

of Shelby County

Name of Local Public Agency

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 original of a resolution adopted by

Board

Governing Body Type

of Shelby County

Name of Local Public Agency

at a meeting held on Nov. 12, 2020

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12<sup>th</sup> day of Nov, 2020.

Day

Month, Year

Clerk Signature

Date

11/12/2020

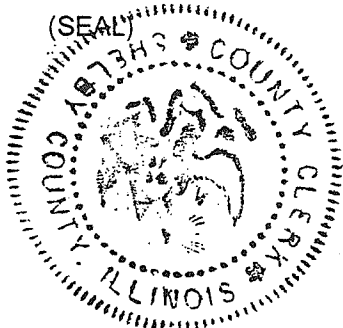
Approved

Regional Engineer

Department of Transportation

Date

11-25-20



Resolution  
Hammond + Reid  
Support Services

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION

✓

PETITION

AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

[Redacted signature block]

## RESOLUTION NO.

2020-50

WHEREAS, THE Shelby County Highway Department is in need of engineering support for bridge inspections; construction oversight and documentation for township bridges; construction oversight and documentation for railroad crossing approaches; construction oversight and documentation for road upgrade projects; Right-of Way engineering for projects currently in design; and for design tasks for projects currently in process.

And, WHEREAS, THE Hammond & Reid Land Surveying Ltd has provided an acceptable Master Task Order Agreement entitled "2021 Supplemental Work Agreement" (attached and made apart herein)

And, WHEREAS, THE Shelby County has a satisfactory relationship for services provided by Hammond & Reid Land Surveying Ltd.

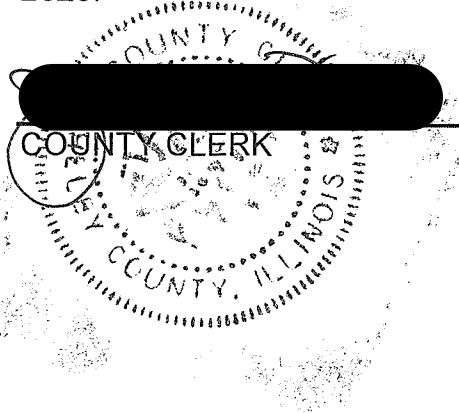
And, WHEREAS, THE selection of Hammond & Reid Land Surveying Ltd. complies with the "Local Government Professional Services Selection Act" (50 ILCS 510/1 and 50 ILCS 510/6).

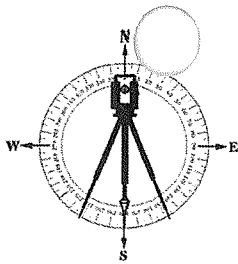
THEREFORE, BE IT RESOLVED that the County Board authorize the County Engineer to utilize Hammond & Reid Land Surveying Ltd for engineering support services.

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. 12, 2020.

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 12<sup>th</sup> day of Nov A.D. 2020.





## Hammond & Reid Land Surveying, LTD.

550 South Cedar Street  
Shelbyville, Illinois 62565  
[www.hammondreidsurveying.com](http://www.hammondreidsurveying.com)  
(217) 294-3344 (217) 962-1772

### 2021 Supplemental Work Agreement

#### Client

Name: Shelby County Highway Dept.  
County Engineer: Alan Spesard  
Phone: (217) 774-2721

#### Hourly Rate

\$60/Hour + Materials per Employee

October 30, 2020

#### Purpose

This Supplemental Work Agreement is being made between the Shelby County Highway Department and Hammond & Reid Land Surveying, Ltd. Whereas, by the terms of this agreement Hammond & Reid Land Surveying, Ltd will provide services as needed and/also at the discretion of the Highway Department in areas as listed below.

#### Duration & Terms

This agreement shall begin at the signing of this document and shall terminate on December 31, 2021. Either parties can choose to terminate this agreement if they deem necessary at any time. Compensation for services provided will be billed on an hourly rate along with any additional materials provided and used by Hammond & Reid Land Surveying, Ltd as listed above.

#### Description of Work

- 1.) Bridge Inspections
- 2.) Construction Project Development, Oversight, Layout, Testing, & Documentation
- 3.) Right of Way Plats & Plans Development

Shelby County Highway Department

\_\_\_\_\_  
Alan Spesard – County Engineer – Shelby County, Illinois

Hammond & Reid Land Surveying, Ltd

\_\_\_\_\_  
Date 10/30/2021  
Thomas Hammond – President - Hammond & Reid Land Surveying, Ltd

**Road & Bridge Committee  
Meeting Minutes  
November 6, 2020 @ 9:00 am**

- **Roll Call: Bruce Cannon, Bryon Coffman, Jesse Durbin, Larry Lenz**
  - Also in attendance: Alan Spesard
  
- **Photos and review of projects and issues:**
  - **Request by K. Barr to replace closed bridge in Herrick Township**
    - Kenny had a conflict and will be here for November 9<sup>th</sup> meeting
  - **Bridge replacement request in Clarksburg Township**
  - **Bridge replacement request in Prairie Township**
  - **Bridge replacement request on Sigel/Prairie Township Line**
  - **Progress of Westervelt railroad crossing approach project**
  - **Request by Prairie Highway Commissioner to use Rebuild Illinois Funds for replacing drainage structure with box culvert**
  - **Request to use Rebuild Illinois funds to replace bridge on Moweaqua County Highway**
  - **Salt Storage Shed construction progress**
  - **Completed Prairie Bridge**
  - **Collapsed drainage Structure in Clarksburg Township**
  
- **Adjournment: 10:20 am Next meeting scheduled for November 9, 2020**





Clarksburg Collapsed drainage structure: Closed to Traffic  
500N/2180E  
13 feet x 5 feet





Prairie-Sigel township line 087-3225  
10 Ton Posted  
30 feet long





Prairie Bridge Completed  
087-3593





Prairie 2725E 600N  
Replace with Rebuild Illinois Funds – 13.83 feet x 6.58 feet



Bridge 087-3000  
Moweaqua Road





Bridge ID Number

MQ\_CH-21\_B1



Moweaqua County Highway  
Bridge 087-3000

30 feet Long  
Posted Legal Load, Only





Westervelt Railroad Crossing  
1475E





Salt Storage shed Construction





Standing at West Abutment, facing East. Debris has been removed from under deck boards.



West Abutment, facing South.

Posted 8 Ton

087-3192  
 Clarksburg  
 90 feet Long.



# McCANN CONCRETE PRODUCTS, INC.

*Precasting To Meet Your Needs*

Location: Prairie 2725 E/600N Date: 10/29/20 Contract: \_\_\_\_\_

SLIGHT DELAMINATION					SLIGHT DELAMINATION
MODERATE DELAMINATION					OK
OK					OK
OK					OK
OK					OK
OK					OK
		DIMENSIONS =			
		15'-0"		CENTER PILE TO CENTER PILE	
		8'-0"		LOW STEEL TO STREAMBED	
		Prairie 2725E/600N			





Prairie Bridge 087-3209 – Closed to Traffic  
43 feet in length



Herrick bridge 087-3062 – Closed to Traffic; 130 feet long

**Road & Bridge Committee  
Meeting Minutes  
November 6, 2020 @ 9:00 am**

- **Roll Call:** Bruce Cannon, Bryon Coffman, Jesse Durbin, Larry Lenz
  - Also in attendance: Alan Spesard
  
- **Photos and review of projects and issues:**
  - Request by K. Barr to replace closed bridge in Herrick Township
  - Bridge replacement request in Clarksburg Township
  - Bridge replacement request in Prairie Township
  - Bridge replacement request on Sigel/Prairie Township Line
  - Progress of Westervelt railroad crossing approach project
  - Request by Prairie Highway Commissioner to use Rebuild Illinois Funds for replacing drainage structure with box culvert
  - Request to use Rebuild Illinois funds to replace bridge on Moweaqua County Highway
  - Salt Storage Shed construction progress
  - Completed Prairie Bridge
  - Collapsed drainage Structure in Clarksburg Township
  
- **Adjournment:** 10:20 am Next meeting scheduled for November 9, 2020



# Road & Bridge Committee

## Meeting Minutes

- **Date and Time of Meeting:** October 9, 2020; 9am
- **Location of Meeting:** Shelby County Highway Department  
1590 State Highway 16  
Shelbyville, Illinois 62565
- **Roll Call:** Bruce Cannon, Larry Lenz, Jesse Durbin
  - Also in attendance: Alan Spesard
- **Approval of Last Month's Minutes**
  - Committee recommended approval
- **Financial Review**
  - Revenue has increased due to capital bill funding. Townships will have additional motor fuel funds for road maintenance next year.
- **Review Claims**
  - Committee recommended approval
- **New Business:**
  - Resolution to award salt storage shed to low bidder
    - Committee recommended approval to EAHC at a bid price of \$35,950; Highway department personnel will construct foundations for shed.
  - Guardrail Repair on Findlay Assumption road and on Tower Hill Herrick roads by Clevenger Co. are complete
  - Guardrail Damage on Findlay Road occurred on October 3rd. Waiting on accident report
  - Prairie bridge construction completed and open for traffic on 9-21-2020
  - Clarksburg railroad crossing approach completed on 9-16-2020
  - Westervelt railroad approach project has started
  - Received Stipulated Agreement for railroad crossing approach in Todds Point Township. Most likely will be approved for construction next year. Illinois Commerce Commission has agreed to provide 100% funding.
  - Received Agreement approval for GIS/Culvert assessment of participating Townships
  - Submitting Draft plans for Cowden-Herrick Road resurfacing by end of Month. Scheduled for bid letting in March 2020. Evaluating need to subcontract construction oversight
  - Our Bridge inspection program was audited by IDOT. This occurs about every 5 years. Report received and we did very well.
  - Received proposal from Hampton, Lenzini, and Renwick to perform bridge inspections due to lack of staff. Will evaluate and recommend a plan going forward at next meeting. Bridge inspections required to be performed in February and March each year.
  - Requesting renewal of Hammond & Reid Land Surveying LLC agreement to provide services for next calendar year.
    - County Engineer to submit to County Board for approval
  - Stop sign damage on Sigel County Highway is occurring frequently and is caused by young kids per photographs.
  - Insurance claim for Dump Truck damaged on October 2nd. Received accident report and quote for repair.
  - Airport Scott Jefson request highway department help with backhoe work.
    - Committee agreed to help Airport
  - Sheriff Department has requested fuel tank to be installed at highway department because they are having issues with their current filling stations.
    - Committee approved Sheriff's request to install fuel tank and security next to highway department fuel tanks. May also get request from Rescue Squad.
  - Working on replacing box culvert at Duvall corner on Country Club County Highway due to safety concerns.
  - County Auditor has requested all departments to submit Calendar Year End Financial Report that was previously administered by Jared.

## **Road & Bridge Committee Meeting Minutes**

- County Clerk has requested we review Committee meeting dates for next year and submit changes as needed. Do we need two meetings?
  - Will discuss again next month to get input from Bryon Coffman
- **Old Business:**
  - **Review snow plow policy;** Contacted Christian, Cumberland and Fayette County for their policy – they do not have a written policy but they do same as us prepare for next winter.
    - October 9, 2020 discussion: As an initial step the County Highway department will increase service to Findlay and other areas by: ordering 25% more salt; installing storage shed; purchasing additional salt for Foreman's pickup truck salt spreader.
- **Adjournment: 10:45am; Next meetings scheduled for November 6<sup>th</sup> and 9<sup>th</sup>**

# Road & Bridge Committee

## Meeting Minutes

- **Date and Time of Meeting:** November 9, 2020; 9am
- **Location of Meeting:** Shelby County Highway Department  
1590 State Highway 16  
Shelbyville, Illinois 62565
- **Roll Call:** Bruce Cannon, Bryon Coffman, Larry Lenz, Jesse Durbin
  - Also in attendance: Alan Spesard
- **K. Barr request to replace closed bridge in Herrick Township**
  - Kenny stated that the township has enough matching dollars for the Township and County 4% share of construction and enough funds to improve the road approaches
  - Committee recommended Kenny get the Highway Commissioner to submit a petition and then it will be reviewed further
- **Approval of Last Month's Minutes**
  - Committee recommended approval
- **Financial Review**
- **Review Claims**
  - Committee recommended approval
- **New Business:**
  - Petition to replace collapsed drainage structure in Clarksburg Township
    - Committee recommended approval
  - Petition to replace bridge 087-3198 in Clarksburg Township
    - Committee recommended approval
  - Resolution to use Rebuild Illinois Funds for local share of construction and engineering for the Cowden-Herrick road improvement project
    - Committee recommended approval
  - Resolution to use Rebuild Illinois Funds for replacement of bridge 087-3000 located on the Moweaqua County Highway
    - Committee recommended approval
  - Resolution to renew professional services agreement with Hammond & Reid Land Surveying LTD
    - Committee recommended approval
  - salt storage shed construction discussion
    - Alan will clarify warranty and construction process to County Board
    - requested construction permit from Airport FAA
  - Updated project list and bridge status
    - Updated project list attached to these minutes
    - Planned construction for 2021 include bridges in Flat Branch and Rose Township; Cowden-Herrick Road resurfacing; and possibly Westervelt County Highway Bridge replacement
  - Submitting 3 year program to IDOT by December 1<sup>st</sup>
  - Westervelt railroad crossing project completed except for oil/chip surface to be performed in the Spring
  - Road Striping is in process by Christian County Highway Department
  - New construction along Moweaqua County Highway – resurfaced part of rutted road by Village of Moweaqua
  - IDOT reimbursements are being held up due to Covid and personnel issues
  - Prairie Highway Commissioner requesting replacement of closed bridge
    - Will require petition from Highway Commissioner
  - Sigel Highway Commissioner requesting replacement of bridge on township line with Prairie
    - Will require petition from Highway Commissioner



## Road & Bridge Committee Meeting Minutes

- Prairie highway commissioner to replace drainage structure with box culvert with rebuild Illinois funds. Wants county's help in bidding project
  - Committee wants resolution or petition submitted for review asking for County's help with this project
- Closed Bridge in Flat Branch Township approved by IDOT for an April 23, 2021 bid opening
- Cowden-Herrick road approved by IDOT for a March 5, 2021 bid opening
- Requesting Hampton Lenzini & Renwick proposal for Const. Engineering services – Cowden-Herrick Road
- Township MFT programs completed and sent to IDOT for approval
- Rock and culvert bid opening scheduled for December 7<sup>th</sup>, 2020
- Country Club road improvement project approved by IDOT for a November 2021 bid opening.
- County Clerk has requested we review Committee meeting dates and submit changes as needed. Do we need two meetings?
  - Alan to submit meeting dates to County Clerk with road trip meetings deleted subject to review by States Attorney
- Vacation for County Engineer from mid-December thru early January to be at the birth of my granddaughter in Seattle.
  - Cancel Jan 8<sup>th</sup> meeting
- **Old Business:**
  - **Review snow plow policy;** Contacted Christian, Cumberland and Fayette County for their policy – they do not have a written policy but they do same as us.
    - County Engineer agreed to order more salt to prepare for next winter.
  - Sherriff Department has requested fuel tank to be installed at highway department because they are having issues with their current filling stations.
    - Request to install cable for security camera's to help save costs
- **Adjournment: Next meetings scheduled for December 4<sup>th</sup> and 7<sup>th</sup>**



# Limited Warranty

MAIN COVER WARRANTY	15 YEARS
END WALL FABRIC	3 YEARS
MAIN STEEL FRAMEWORK	15 YEARS
END WALL STEEL FRAMEWORK	15 YEARS

## LIMITED WARRANTY COVERAGE PERIOD

Warranty period starts on the date the product was manufactured.

Warranty is not valid till Heritage structures has received ample info, photos, and releases a warranty card.

All repair or replacement costs are prorated and are based on the retail cost of the item at the time the claim is filed. In the event of claims, the claim must be filed in no more; than 30 days of the time the damage appears.

## TERMS OF LIMITED WARRANTY COVERAGE

Should any building component(s) be found to have manufacture's defect under normal use, the defective component(s) will be repaired or replaced at the sole discretion of Heritage Structures. All labor cost to install or deliver the components will be the building owner's responsibility. The cost of the components will be the building owner's responsibility pro-rated per year following the original purchase date. Replacement parts may vary slightly from original part(s) do to availability

## LIMIT AND RELEASE OF LIABILITY

This warranty does not apply to damage or defects resulting from improper installation, improper or inadequate maintenance of the building, improper alterations, accidents, neglect, abuse, or misuse, corrosion resulting from exposure to corrosive elements or materials within the building or next to the building, normal wear and tear, storage or handling of the building, wear caused by multiple installations, an act of God. This warranty does not cover discoloration, deterioration, or cosmetic defects. Heritage Structures will not be liable for any damage occurring or resulting from erection. Heritage Structure will in no event be liable for any direct, indirect, special, incidental, or consequential damages including loss of profit, inconvenience, or loss of time.

Salt Storage  
Hoop Structure

# ENGINEERING PROJECT LIST

November, 2020

1. Construction Oversight Projects:
  - a. Windsor Township bridge: Open; IDOT audit need material certifications
  - b. Ash Grove/Big Spring Township Bridge: Open; Final documentation and IDOT audit
  - c. Prairie Bridge: Open, Final Documentation and IDOT audit
  - d. Clarksburg Railroad Crossing Approach: Open, Final documentation completed
  - e. Westervelt Railroad Crossing Approach: Open, Construction complete in Spring 2021
2. Design Projects in progress:
  - a. Cowden-Herrick Road: Design in-house; Submit Draft Plans in October; Received IDOT approval for FY 2021; Design in-house; Scheduled for March 2021 Bid
  - b. Country Club Road: Design in-house; Project Report submitted to IDOT
  - c. Findlay-Bethany Road: Design in-house
  - d. Todds Point Railroad Crossing Approach 2250N: Design in-House; Received Stipulated Agreement from ICC for signature
  - e. Westervelt County Highway Bridge 087-3016: Consulting Engineering Firm
  - f. Rural Township Bridge 087-3304: Consulting Engineering Firm
  - g. Flat Branch Township Bridge 087-3101: Consulting Engineering Firm
  - h. Rose Township Bridge 087-3135: Consulting Engineering Firm
  - i. Shelbyville Township Bridge 087-3337: Consulting Engineering Firm
  - j. Ridge Township Bridge 087-3120: Consulting Engineering Firm
  - k. Ash Grove/Big Spring Township Bridge 087-3038: Consulting Engineering Firm
  - l. Oconee Township Bridge 087-3236: Consulting Engineering Firm
  - m. Richland Township Bridge 087-3186: Consulting Engineering Firm (proposed)
  - n. Okaw RRxing approach 1975E: Design in-house
3. Miscellaneous Engineering Projects:
  - a. Bridge Inspections: In-House inspections; Required by Federal Law
  - b. Cross-Sections for over 300 Bridges: New IDOT requirement
  - c. Right-Of-Way Plats and appraisals: Required to acquire easements for bridge and road projects
  - d. Drainage Structure Highway Commissioner 50/50 Petitions: Construction by in-house Day Labor
  - e. Inspection/GIS of township culverts: Consulting Engineering Firm
  - f. Grant Application submitted in June for Federal Land Access Program
  - g. Administer Township MFT program – approve budgets; bid maintenance materials; provide advice to Highway Commissioners,
4. Pending Projects:
  - a. Prairie 2725E – Rebuild Illinois
  - b. Clarksburg Bridge – 087-3198
  - c. Moweaqua Road Bridge – 087-3000 Rebuild Illinois
  - d. Prairie/Sigel Bridge 087-3225 requested by Sigel Highway Commissioner
  - e. Prairie Bridge – 087-3209 Requested by Prairie Highway Commissioner
  - f. Herrick Bridge – 087-3062

# SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

## TREASURER'S REPORT      October 31, 2020

Beginning Balance	October 1, 2020	
Deposits		\$ 51,870.46
Arrow Energy--Credit Card Fuel Sales	\$	3,596.97
Fuel Sales--Cash & Check	\$	3,122.48
Rent	\$	3,720.00
Shelby County Aviation--Ameren IP	\$	22.58
Transfer from First Federal	\$	22,000.00
Bank Interest	\$	5.39
	\$	<u>32,467.42</u>
		<u>84,337.88</u>

Bills Received and Paid		
Shelby County Aviation--FBO October, 2020	\$	3,500.00
Shelby Electric Cooperative	\$	741.57
Steve Wempen--Bookkeeping    October, 2020	\$	200.00
Ameren Illinois	\$	85.41
Illinois Department of Revenue--Sales Tax Payment	\$	316.00
Arrow Energy--1498 Gallon 100LL @\$3.40714 per gal	\$	5,103.89
Sloan Implement--Mower Blades	\$	64.11
John Deere Financial--New Tractor Payment 6 of 84	\$	751.36
City Area Water Sewer Department	\$	29.60
Consolidated Communications	\$	262.96
Facer Insurance Agency--Commercial & Liability	\$	10,203.00
Albion Radio Communications, Inc.--4th Qrt. NDB Maintenance	\$	420.00
Shelby County Aviation--Courtesy Van Oil Change	\$	36.90
Shelbyville Ace Hardware--Building Maintenance	\$	194.69
	\$	<u>21,909.49</u>
		<u>62,428.39</u>

Shelby County State Bank	\$	62,428.39
First Federal Savings and Loan	\$	945.86
Farm Agency Account	\$	31,754.59
Gas Receivable	\$	1,179.57
Rent Receivable	\$	1,620.00
Cash On Hand	\$	109,296.00
Certificates of Deposit	\$	21,466.03
	\$	<u>228,690.44</u>

F I L E D

NOV 12 2020

*Jenni Dore*  
SHELBY COUNTY CLERK

# **SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION**

## **MINUTES OF MEETING**

**October 5, 2020**

Members present at meeting:

Commissioners--Rick Brown, Steve Wempen, Walt Lookofsky, Jeff Green, John Hall

County Board Members--Bob Simpson, Earl Baker, Bob Jordan

Airport Manager--Scott Jefson

Others Present--

Commissioner Rick Brown calls the meeting to order.

The minutes were read by all. Walt made a motion to approve the minutes. It was seconded by Jeff and was approved by all saying aye.

The Treasurer's report was read by all. Jeff made a motion to approve the Treasurer's Report. It was seconded by John and approved by all saying aye.

### **Bills Presented**

Shelby County Aviation--Courtesy Car Oil Change	\$	36.90
Shelbyville Ace Hardware--Building Maintenance	\$	194.69
City Area Water-Sewer	\$	29.60
Shelby Electric Cooperative	\$	741.57
Sloan Implement--Mower Blades	\$	64.11
Facer Insurance Agency--Commercial & Liability	\$	10,203.00
Albion Radio Communications, Inc.--4th Qrt. NDB Maintenance	\$	420.00
Unique Automotive--Repaired Brakes on Courtesy Van	\$	599.13

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

### **Managers Report**

Scott said there was a gear up incident involving a Comanche. It was Mike Coadys, that he had just bought it and flew it back from New York. After doing a few landings he forgot to put the gear down and landed on its belly.

All four hangar renters that received letters are all moved out now and all four hangars have new renters and we still have a list of pilots wanting to rent a hangar.

Rick ask who the new renters are. Scott said Ryan Spain and Don Gherardini bought Curt Crosbys Tail Wind, so they are in one. Al Gherhold bought Coopers Ercoupe so he is in one. Jeff Crane, who has had his plane in the Main Hangar is now in his own hangar. Bob Heimberger who has a gyrocopter is in the half hangar and Steve Becthol who owns the pipe line plane is now in Krause's hangar.

Scott also mentioned that all the hangar doors have been renumbered to make them easier to manage. Scott mentioned to Steve that they need to get together and get the fuel system in line with the new hangar numbers/renters.

The Guard came down as planned, and set up only to take in back down because none on the helicopters would fly that night.

Jeff mentions helping get Krause's trailer loaded and on the road.

Scott said he planned on mowing at the end of the week and was setting the blades a little lower, hoping to be the last time this year.

Scott also reminded the commission that there was going to be a Young Eagles event on that Saturday combined with some balloon activity. Most of the balloon activity would be at the wineries.

The Trunk or Treat for the kids will follow after.

Scott said he had an order of fuel coming, that sales have been good and we're down to 400+ gallons.

Scott mentions that his son Lyle is getting married next June and would like to get married in the Main Hangar. They plan on renting a tent and setting it up in front of the SRE building. Scott also said he'd like to do something to the main hangar to clean it up a bit, mainly respraying the ceiling.

Scott mentions calling Azar Hussan from Des Plaines Illinois who is the one that oversees the approach

and stuff at our airport. Scott said right now we are set up as a critical aircraft is a B1 which is a King Air size and discussed changing it back to an A1 and she said that would be easy to do and that it wouldn't effect the load rating on the runway or any of the taxiways, but does effect the set back from the runways to the crops. At present with a B1 aircraft we have to have 275 feet, but with an A1 aircraft, it's only 65 feet. Scott also said he called Rob Waller at Hanson's and ask him if he would look into it, but had not heard back from Rob yet. Scott talked some more on his conversation with Azar and said this would be an alternative to cancelling our GPS approach.

Jeff mentions that we want to ask at the TIPS meeting about derating ourselves and the amount of entitlement money we receive. A lengthy discussion ensued on the matter.

Scott mentions Jeff offering IHI's facility for the virtual TIPS meeting and would like to see everyone there. It will be held on Thursday the 29th at 3:00.

Scott said in addition to the new hangar renters he has also continued doing some repairs to a few of the hangars. Rick asks Scott about the stumps out front and Scott said once all the trees are gone he plans on having someone with a stump grinder come out and remove them. Rick asks if there were plans to replace the trees going down the driveway and Scott replied that he hadn't given it much thought but had talked to COOP about trimming the big tree in front of the Beacon and they said they would do it after there crews got back from helping down south.

Scott mentions that there is a Face Book page for Shelby County Airport, but it is now been renamed Friends of or Pilots of Shelby County Airport so the airport is not responsible for anything said there.

Scott said one of the new hangar renters, Ryan Spain, would like to get some fly-ins going and is going to call himself Hangar No. 2. Ryan has his own Utube channel and has been documenting what has been done to the Tail Wind. He has over 1000 subscribers and would like to invite them here for fly-ins, cookouts and such.

## End of Managers Report

## Old Business

Rick mentions making several calls to IDOT and talking to Clayton Stanbough, the deputy director, and he contacted the chief council on the law side of IDOT, trying to find out what statute ours is. Rick also said he had called Jessica Fox about it and after explaining why he was calling, she said she might be able to look into it later, but was busy with the election at the time. Rick also said he ask Clayton about the property tax on the hangars and he said that would be up to the county. A lengthy discussion ensued on the issue. Jeff said he talked to the assessor about it and basically found out that the amount due would be zero for the assess amount. Walt said he thinks we just need to send the assessor a list of current renters every year. Bob Simpson said he called over to Edgar County and they don't charge their hangar renters either. Rick said he got the impression from the Edgar County Watch Dogs that we were in the wrong for not charging the renters property tax, when it's not our responsibility. Scott said the way he understands it, it's not, it's the assessors and all we need to do is provide her a list of renters. More discussion on the property tax issue followed and More discussion on what statute the airport was formed. Scott said he had looked into that at the court house before to find out when it was formed and to find a copy of the bylaws. A lengthy discussion on the airport bylaws ensued. Walt said maybe this would be a good time to revise the bylaws and pass new ones. Scott ask what's required in writing bylaws. Walt suggest maybe looking at another airports bylaws to get an idea where to start. More discussion ensued on writing bylaws. Jeff ask Scott about his searching at the courthouse and Scott said he went to the clerk, explained what he want to look for, they give you clearance and he searched in the basement. Jeff said he would go to the courthouse after harvest and see if he can find anything on the airports bylaws.

## New Business

John mentions working on the rolling gate this winter and wondered if we still wanted to do it and if so he would work up some cost. A short discussion on a gate over by the T-Hangars ensued.

Walt made a motion to adjourn and it was seconded by John.



# SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NO.	DEBITS	CREDITS	BALANCE
	30-Sep-20	Balance Shelby County State Bank				\$ 51,870.46
	2-Oct-20	Arrow Energy--Deposit				
5823	3-Oct-20	Shelby County Aviation--FBO October, 2020	022-5210-12-023	\$ 3,500.00	\$ 1,077.16	\$ 52,947.62
5824	3-Oct-20	John Deere Financial--Payment 6 of 84	022-5455-12-023	\$ 751.36		\$ 49,447.62
	5-Oct-20	Illinois Department of Revenue--Sales Tax Payment		\$ 316.00		\$ 48,696.26
	8-Oct-20	Rent--B Brunken \$95, J Livesay \$125, S Wempen \$115 J Crane \$230, R Heimbürger \$780, D Kroenien \$210				
		Fuel--\$1380.32 SCA/Ameren \$22.58 Rent \$1555.00			\$ 2,957.90	\$ 51,338.16
	8-Oct-20	Transfer from First Federal			\$ 22,000.00	\$ 73,338.16
	9-Oct-20	Arrow Energy--Deposit			\$ 576.08	\$ 73,914.24
5825	13-Oct-20	Arrow Energy--1498 Gallon 100LL @ \$3.40714	022-8010-12-023	\$ 5,103.89		\$ 68,810.35
5826	13-Oct-20	Facer Insurance Agency--Commercial & Liability	022-6120-12-023	\$ 10,203.00		\$ 58,607.35
5827	13-Oct-20	Albion Radio Communications, Inc.--4th Qrt. NDB Maintenance	022-7442-12-023	\$ 420.00		\$ 58,187.35
5828	13-Oct-20	Sloan Implement--3 Mower Blades	022-7441-12-023	\$ 64.11		\$ 58,123.24
5829	13-Oct-20	Shelby Electric Cooperative	022-7800-12-023	\$ 741.57		\$ 57,381.67
5830	13-Oct-20	Area Water-Sewer Department	022-7800-12-023	\$ 29.60		\$ 57,352.07
5831	13-Oct-20	Shelbyville Ace Hardware--Bldg Maintenance	022-7440-12-023	\$ 194.69		\$ 57,157.38
5832	13-Oct-20	Shelby County Aviation--Courtesy Van Oil Change	022-7441-12-023	\$ 36.90		\$ 57,120.48
5833	13-Oct-20	Ameren IP--SCA 37528 \$22.81, Airport 06211 \$62.60	022-7800-12-023	\$ 85.41		\$ 57,035.07
	16-Oct-20	Arrow Energy--Deposit			\$ 644.10	\$ 57,679.17
5834	18-Oct-20	Consolidated Communications	022-7800-12-023	\$ 262.96		\$ 57,416.21
	23-Oct-20	Arrow Energy--Deposit			\$ 912.19	\$ 58,328.40
5835	28-Oct-20	Steve Wempen--Bookkeeping October, 2020	022-5220-12-023	\$ 200.00		\$ 58,128.40
	28-Oct-20	Rent--A Gherhold \$690, J Green \$115, R Creamer \$585 K Harshman \$95, D Kroenien, \$115, K Best \$125				
		W Jesse \$115, D Gherardini \$325				
		Fuel--\$1742.16 Rent \$2165.00			\$ 3,907.16	\$ 62,035.56
	30-Oct-20	Arrow Energy--Deposit			\$ 387.44	\$ 62,423.00
	31-Oct-20	Bank Interest			\$ 5.39	\$ 62,428.39
		Board Meeting October 9, 2020				



[illegible][illegible]



# SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION

## BUDGET ACCOUNT SUMMARY

*September 30, 2020*  
*October 31, 2020*

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
5823	YTD	\$ 3,500.00	\$ 200.00	\$ 751.36	\$ 1,159.00	\$ 131.85	\$ 326.20	\$ 1,988.76	\$ -	\$ -	\$ -	\$ 1,121.19	\$ 7,700.23	
5824	3-Oct-20	\$ 3,500.00		\$ 751.36										
5825	13-Oct-20													
5826	13-Oct-20				\$ 10,203.00								\$ 5,103.89	
5827	13-Oct-20													
5828	13-Oct-20						\$ 64.11		\$ 420.00					
5829	13-Oct-20											\$ 741.57		
5830	13-Oct-20											\$ 29.60		
5831	13-Oct-20													
5832	13-Oct-20					\$ 194.69		\$ 36.90						
5833	13-Oct-20											\$ 85.41		
5834	18-Oct-20											\$ 262.96		
5835	28-Oct-20		\$ 200.00											
31-Oct-20	YTD	\$ 3,500.00	\$ 200.00	\$ 751.36	\$ 10,203.00	\$ -	\$ 194.69	\$ 101.01	\$ 420.00	\$ -	\$ -	\$ 1,119.54	\$ 5,103.89	\$ -
		\$ 7,000.00	\$ 400.00	\$ 1,502.72	\$ 11,362.00	\$ 131.85	\$ 520.89	\$ 2,089.77	\$ 420.00	\$ -	\$ -	\$ 2,240.73	\$ 12,804.12	\$ -
Monthly Expenses		\$ 21,593.49												\$ 38,788.08
IL Dept. of Revenue		\$ 316.00												\$ 758.00
		\$ -												\$ -
Total Monthly Expenses		\$ 21,909.49												\$ 39,546.08
		\$ -												\$ -
		\$ 21,909.49												\$ 39,546.08

Total  
Sales Tax Payments \$ 758.00

Total Budget \$ 39,546.08



***Shelby County Airport and Landing Field Commission***  
***Jet Fuel Sales                      2020/21***

[illegible]



# Shelby County Airport and Landing Field Commission

## Fuel Sales

## October, 2020

DATE	QUANTITY	CUSTOMER INVOICE	PRICE	CREDIT CD	CHARGE	CASH
1-Oct-20	10.13	Credit Card Customer 2470	\$ 3.89	\$ 39.41		
2-Oct-20	23.61	Credit Card Customer 2471	\$ 3.89	\$ 91.84		
2-Oct-20	6.12	Credit Card Customer 2472	\$ 3.89	\$ 23.81		
3-Oct-20	19.92	Credit Card Customer 2473	\$ 3.89	\$ 77.49		
3-Oct-20	2.12	Credit Card Customer 2474	\$ 3.89	\$ 8.25		
4-Oct-20	11.84	Credit Card Customer 2475	\$ 3.89	\$ 46.06		
4-Oct-20	5.12	Credit Card Customer 2476	\$ 3.89	\$ 19.92		
5-Oct-20	15.68	Don Gherardini 2477	\$ 3.84		\$ 60.21	
5-Oct-20	19.11	Steve Wempen 2478	\$ 3.84		\$ 73.38	
6-Oct-20	15.11	Credit Card Customer 2479	\$ 3.89	\$ 58.78		
6-Oct-20	4.12	Credit Card Customer 2480	\$ 3.89	\$ 16.03		
6-Oct-20	2.07	Don Gherardini 2481	\$ 3.89		\$ 7.95	
6-Oct-20	61.13	Credit Card Customer 2482	\$ 3.89	\$ 237.80		
7-Oct-20	12.48	Credit Card Customer 2483	\$ 3.89	\$ 48.55		
7-Oct-20	2.47	Credit Card Customer 2484	\$ 3.89	\$ 9.61		
8-Oct-20	6.00	Wyatt Jesse 2485	\$ 3.84		\$ 23.04	
9-Oct-20	50.11	Scott Jefson 2488	\$ 3.84		\$ 192.42	
9-Oct-20	50.11	Scott Jefson 2489	\$ 3.84		\$ 192.42	
9-Oct-20	15.91	Scott Jefson 2490	\$ 3.84		\$ 61.09	
9-Oct-20	24.12	Credit Card Customer 2491	\$ 3.89	\$ 93.83		
9-Oct-20	43.22	Credit Card Customer 2492	\$ 3.89	\$ 168.13		
10-Oct-20	15.20	Credit Card Customer 2493	\$ 3.89	\$ 59.13		
10-Oct-20	37.90	Scott Jefson 2494	\$ 3.84		\$ 145.54	
10-Oct-20	19.76	Don Gherardini 2495	\$ 3.84		\$ 75.88	
10-Oct-20	10.02	Credit Card Customer 2496	\$ 3.89	\$ 38.98		
10-Oct-20	24.32	Scott Jefson 2497	\$ 3.84		\$ 93.39	
10-Oct-20	11.98	Credit Card Customer 2498	\$ 3.89	\$ 46.60		
10-Oct-20	17.14	Credit Card Customer 2499	\$ 3.89	\$ 66.67		
11-Oct-20	12.04	Credit Card Customer 2500	\$ 3.89	\$ 46.84		
11-Oct-20	11.45	Credit Card Customer 2501	\$ 3.89	\$ 44.54		
12-Oct-20	4.12	Credit Card Customer 2502	\$ 3.89	\$ 16.03		
13-Oct-20	5.12	Credit Card Customer 2503	\$ 3.89	\$ 19.92		
14-Oct-20	10.12	Credit Card Customer 2504	\$ 3.89	\$ 39.37		
14-Oct-20	55.11	Credit Card Customer 2505	\$ 3.89	\$ 214.38		
15-Oct-20	55.02	Credit Card Customer 2506	\$ 3.89	\$ 214.03		
16-Oct-20	10.11	Credit Card Customer 2507	\$ 3.89	\$ 39.33		
17-Oct-20	25.13	Credit Card Customer 2509	\$ 3.89	\$ 97.76		
18-Oct-20	57.89	Credit Card Customer 2510	\$ 3.89	\$ 225.19		
18-Oct-20	10.12	Credit Card Customer 2511	\$ 3.89	\$ 39.37		
18-Oct-20	16.21	Credit Card Customer 2512	\$ 3.89	\$ 63.06		
18-Oct-20	16.75	Cash Customer 2513	\$ 3.89			\$ 65.16
21-Oct-20	10.00	Credit Card Customer 2514	\$ 3.89	\$ 38.90		
22-Oct-20	20.57	Jeff Green 2416	\$ 3.84		\$ 78.99	
22-Oct-20	51.27	Credit Card Customer 2517	\$ 3.89	\$ 199.44		
23-Oct-20	5.03	Credit Card Customer 2518	\$ 3.89	\$ 19.57		
26-Oct-20	4.12	Credit Card Customer 2520	\$ 3.89	\$ 16.03		
27-Oct-20	8.02	Credit Card Customer 2521	\$ 3.89	\$ 31.20		
27-Oct-20	15.12	Credit Card Customer 2522	\$ 3.89	\$ 58.82		
28-Oct-20	53.16	Credit Card Customer 2523	\$ 3.89	\$ 206.79		
28-Oct-20	38.47	John Livesay 2524	\$ 3.84		\$ 147.72	
30-Oct-20	10.12	Credit Card Customer 2525	\$ 3.89	\$ 39.37		
30-Oct-20	14.57	Credit Card Customer 2526	\$ 3.89	\$ 56.68		
30-Oct-20	19.06	Credit Card Customer 2527	\$ 3.89	\$ 74.14		
30-Oct-20	65.50	Credit Card Customer 2528	\$ 3.89	\$ 254.80		
30-Oct-20	11.64	Ryan Spain 2529	\$ 3.84		\$ 44.70	
30-Oct-20	2.59	Credit Card Customer 2530	\$ 3.89	\$ 10.08		





# SHELBY COUNTY AIRPORT

## 100LL COST OF SALES REPORT 2020

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST		
January	548.07	\$ 4.20	\$ 1,300.43	\$ 1,069.70	\$ 10.54	\$ 2,380.67	\$ 3.65	\$ 3.88	\$ 63.81	\$ 2,189.30	\$ 191.37	
February	500.98	\$ 4.20	\$ 1,457.36	\$ 618.32	\$ 21.00	\$ 2,096.68	\$ 3.65	\$ 3.88	\$ 62.06	\$ 2,004.92	\$ 91.76	
March	871.94	\$ 4.20	\$ 2,601.45	\$ 1,022.02	\$ 26.33	\$ 3,649.80	\$ 3.65	\$ 3.88	\$ 97.64	\$ 3,479.13	\$ 170.67	
April	1223.08	\$ 4.05	\$ 3,875.87	\$ 1,020.45	\$ 52.75	\$ 4,949.07	\$ 3.13	\$ 3.33	\$ 123.02	\$ 4,190.53	\$ 758.54	
May	2590.68	\$ 3.53	\$ 4,858.18	\$ 4,221.53	\$ 41.01	\$ 9,120.72	\$ 2.54	\$ 2.70	\$ 136.88	\$ 7,128.48	\$ 1,992.24	
June	1583.64	\$ 3.87	\$ 5,200.69	\$ 731.90	\$ 193.14	\$ 6,125.73	\$ 2.82	\$ 3.00	\$ 144.42	\$ 4,889.40	\$ 1,236.33	
July	1492.55	\$ 3.88	\$ 4,873.61	\$ 858.14	\$ 63.68	\$ 5,795.43	\$ 3.14	\$ 3.34	\$ 146.97	\$ 5,126.49	\$ 668.94	
August	1848.19	\$ 3.88	\$ 4,934.67	\$ 2,115.26	\$ 112.07	\$ 7,162.00	\$ 3.03	\$ 3.22	\$ 139.06	\$ 6,089.07	\$ 1,072.93	
September	1401.38	\$ 3.88	\$ 4,067.35	\$ 1,332.82	\$ 33.92	\$ 5,434.09	\$ 3.22	\$ 3.42	\$ 119.48	\$ 4,913.95	\$ 520.14	
October	1223.63	\$ 3.88	\$ 3,482.53	\$ 1,196.73	\$ 65.16	\$ 4,744.42	\$ 3.25	\$ 3.45	\$ 106.62	\$ 4,331.96	\$ 412.46	
November					\$	-		#VALUE!	#VALUE!	#VALUE!	#VALUE!	
December					\$	-		#VALUE!	#VALUE!	#VALUE!	#VALUE!	
TOTAL	13284.14		\$ 36,652.14	\$ 14,186.87	\$ 619.60	\$ 51,458.61			#VALUE!	#VALUE!	#VALUE!	

\$30 Monthly Fee included in Arrow Fee Above

## JET A COST OF SALES REPORT 2020

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						
January	0.26	\$ 3.85	\$ 1.00	\$ -	\$ -	\$ 1.00	\$ 2.33	\$ 2.48	\$ 0.03	\$ 0.67	\$ 0.33
February	125.00	\$ 3.85	\$ -	\$ -	\$ 481.25	\$ 481.25	\$ 2.33	\$ 2.48	\$ -	\$ 309.45	\$ 171.80
March	153.55	\$ 3.85	\$ 591.17	\$ -	\$ -	\$ 591.17	\$ 2.33	\$ 2.48	\$ 15.37	\$ 395.50	\$ 195.67
April	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	86.21	\$ 3.85	\$ 331.90	\$ -	\$ -	\$ 331.90	\$ 2.00	\$ 2.13	\$ 9.96	\$ 193.15	\$ 138.75
June	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July	338.41	\$ 3.62	\$ 1,033.39	\$ 190.67	\$ -	\$ 1,224.06	\$ 1.89	\$ 2.01	\$ 24.80	\$ 704.37	\$ 519.69
August	124.23	\$ 3.59	\$ 419.85	\$ 27.18	\$ -	\$ 447.03	\$ 1.25	\$ 1.33	\$ 9.28	\$ 174.27	\$ 272.76
September	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October	15.20	\$ 3.15	\$ 32.13	\$ 15.75	\$ -	\$ 47.88	\$ 1.25	\$ 1.33	\$ 0.71	\$ 20.89	\$ 26.99
November					\$ -	\$ -		#VALUE!	#VALUE!	#VALUE!	#VALUE!
December					\$ -	\$ -		#VALUE!	#VALUE!	#VALUE!	#VALUE!
TOTAL	842.86		\$ 2,409.44	\$ 233.60	\$ 481.25	\$ 3,124.29			#VALUE!	#VALUE!	#VALUE!

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

**BOARD MEETING AGENDA**

**November 9, 2020**

**7:00 PM**

- I. Call Meeting to Order**
- II. Guest Speaker (If Scheduled)**
- III. Approval of Minutes**
- IV. Approval of Treasurer's Report**
- V. Approval of Bills Presented**
- VI. Airport Manager's Report**
- VII. Unfinished Business**
- VIII. New Business**
- IX. Adjournment**



Porching Committee

11/10/2020  
Time 9:AM

[REDACTED]

FILED  
NOV 10 2020

Jessie Cox  
SHELBY COUNTY CLERK

Cell to Order

Terry Metzger Motion to pay <sup>Tot Bill</sup> 2019  
year tax Bill

2<sup>nd</sup> Candi Ditzler

Motion Pass

Yes { Richard Haydon  
Kenny Born  
Candy Ditzler  
~~Terry Metzger~~

No Gary Cergen  
Jett Sifer

Candi Ditzler  
Motion to accept bills as presided  
2nd Richard Haydon

Gary Cergen

Motion to pay shenker bill 229  
2 Terry Metzger

Haydon Pass  
in front of shenker and Kenny Born

Fees & Salary  
Nov 10, 2020

Barb Bennett

Claims were presented & reviewed.

FILED  
NOV 10 2020

Jennie Toy  
SHELBY COUNTY CLERK



11-10-20

Health Comm.

10:00

all Bills were read & approved

APPROVED Health Committee

FILED

NOV 10 2020

*Jessie Cox*

SHELBY COUNTY CLERK

10:25

Law Enforcement Committee  
Meeting Agenda November 5, 2020

1. Approval of Minutes of October Meeting
2. Union Contract
3. Overpayment by Treasurer for overtime not requested
4. Cures Grant
5. Gas Tank
6. Review Expenditures

Law Enforcement Committee

Meeting Agenda November 5, 2020 & Meeting Minutes

The meeting was called to order at 9:00a.m.with the following present: Sheriff Don Koonce, SrSgt. Jeffrey Wood, Gary Patterson, Bob Simpson, Denny Drnjevic.

1. Approval of minutes of October Regular Meeting

-A motion to approve the minutes of the October meeting was made by Denny Drnjevic and was seconded by Bob Simpson with all in favor during vote.

Approval of minutes of October 6 Special Meeting

-A motion to approve the minutes of the October 6 Special meeting was made by Bob Simpson and was seconded by Denny Drnjevic with all in favor during vote.

2. Union Contract

-Mark Russillo (FOP Union Rep.) will be at November county board meeting to answer questions about the revisions to the FOP contract. Mark is already on the board meeting agenda.

3. Overpayment by Treasurer for overtime not requested

-Discussion on the matter-Will be addressed at the November County Board Meeting.

4. Cures Grant

-Discussion of the matter.

5. New Gas Tank

-Discussion on the matter. The matter is out for bids.

6. Review Expenditures

-Committee Reviewed Expenditures.

There was a Motion to Adjourn the Meeting by Denny Drnjevic and Seconded by Gary Patterson with all in favor during vote.

Meeting Adjourned at 10:41am.

# C.E.F.S. Economic Opportunity Corporation

*"Community Action Agency"*



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

**KEVIN BUSHUR**  
*Chief Executive Officer*

October 14, 2020

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

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

**FILED**  
NOV 09 2020  
*Jessie Fox*  
SHELBY COUNTY CLERK

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

  
John Gillmore  
Program Manager

Enclosures

# Daily Management Statistics Report

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

09/01/2020 - 09/30/2020

Days of Service:	22
Invoice Revenue:	\$3,457.50
Fares Collected:	\$155.00
Total Revenue:	\$3,612.50
ServiceMiles:	6356
Non-Service/Admin Miles:	669
Service Hours:	476.31666
NonService Hours:	9.8
Total Billable Riders:	1,167
Average Revenue Per Ride:	\$3.10
Average Miles Per Ride:	5.4
Average Hours Per Ride:	0.4082
Average Rides Per Day:	53.0
Average Service Miles Per Day:	288.9
Average Service Hours Per Day:	21.7
Average Revenue Per Day:	\$164.20
Total Passenger Trips	1,167
NonBillable No Shows:	6
Rider Cancels:	94
Subscription Rides:	395
Demand Rides:	772
Immediate Rides:	19
In Area Rides:	1,167
Out of Area Rides:	0
In County Rides:	1,167
Out of County Rides:	0
Unduplicated Riders:	36
Denied Rides:	1
Ambulatory Rides:	1,150
Non Ambulatory Rides:	17
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$1,419.36
Gallons Fuel:	635.4
Fuel Cost Per Gallon	\$2.23

Shelby  
FILED  
NOV 09 2020

Jemina Cox  
SHELBY COUNTY CLERK

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

of Service for Shelby County Transportation are 6:00 A.M. to 6:00 P.M.														
Monitoring Indexes		Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Number of Days of Service		23	21	22										66
Number of Trips		418	823	1,167										2,408
Number of Vehicles		2	14	11										1,196
Revenue Vehicle Hours		314	406	476										17,570
Revenue Vehicle Miles		5,180	6,034	6,356										\$0
DOAP Revenues														\$0
5311 Revenues														\$0
Contract Revenues			\$2,112	\$4,319										\$6,431
Fares		\$154	\$200	\$872										\$1,226
System Expenses		\$13,657	\$19,123	\$20,297										\$53,077
Net Revenues		-\$13,503	-\$16,811	-\$15,106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$45,420
Ridership		30	25	36										91
Trip Denials		0	0	1										1
Trip Denied but Provided		0	0	0										0
Cost per Trip		\$32.67	\$23.24	\$17.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.04
Cost per Hour		\$43.49	\$47.10	\$42.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.38
Cost per Mile		\$2.64	\$3.17	\$3.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.02
Maintenance of Vehicles		3	3	5										11
Maintenance of Facilities		0	0	0										0
New Service Contracts		0	0	0										0
Overtime Hours		9	7	19										35
Complaints		0	0	0										0
Vehicle Accidents		0	0	0										0
Mobility Index Outcomes/Efforts		0.019	0.037	0.052	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.108
Annualized Mobility Index		0.224	0.333	0.431	0.323	0.258	0.215	0.185	0.162	0.144	0.129	0.117	0.108	
(Note - Annual Goal is .69)														
2010 Census Rural Population														
Shelby County														
22,363														



FILED

OCT 28 2020

Jenine Fox  
SHELBY COUNTY CLERK

Insurance Mtg  
Oct. 28, 2020

Barb Bennett, Byron Coffman,  
Cardi Sitgle, Terry Metzger

Randy Biebler from Shelbyville Ins  
Travis Schmit from Dansig (Pareto  
Insurance).

Erica Lintaker - Treasure

We met to discuss IMRF Retiree  
Plan & Health Insurance Renewal.

Committee approved the resolution  
presented for the IMRF Retiree  
plan contingent on board approval.

We were told we have had a good  
year on our health ins. It was  
suggested to keep same premium  
as last year.

Committee highly recommended for  
employees to participate in the Wellness  
Checks, to keep our premiums low.

# Animal Control

ID-28-20

Those Present:

Brad Hudson  
Terry Metzger  
Bob Simpson

Jeff Slifer  
Stan Spesard

Animal  
Control

Jeff Slifer attended meeting to learn about contracting with county communities. - Jeff will take information back to Stewardson and share ~~with~~ at community board meeting Nov. 9th.

Brad presented bills.... committee signed off on bills and agreed to pay.

Meeting adjourned at 10:15

FILED  
OCT 28 2020

Jenna Cox

SHELBY COUNTY CLERK



## SHELBY COUNTY BUDGET MEETING November 4, 2020

The Shelby County Budget Committee met on Wednesday, November 4, 2020 at 12:08 pm at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. Those Budget members in attendance were Terry Metzger, Gary Patterson, David Swits, Barbara Bennett, LaVonne Chaney Gary Gergeni and Bruce Cannon

At the previous meeting the Budget Committee approved a recommendation to approve the CCI Computer proposal presented by County Treasurer Erica Firnhaber and CCI representative Chuck Venvertloh. But since that time, we found statute 55 ILCS 5/5-1022 that states "(a) Any purchase by a county with fewer than 2,000,000 inhabitants of services, materials, equipment or supplies in excess of \$30,000, other than professional services, shall be contracted for in one of the following ways:" (1) lowest bidder or (2) in case of an emergency. Also part (d) which says - "Notwithstanding the provisions of this section, a county may let without advertising for bids in the case of purchases and contracts, when individual orders do not exceed \$35000, for the use, purchase, delivery, movement or installation of data processing equipment, software, and services." Because the purchase of the CCI program was going to exceed \$55,000 the committee thought bids would be necessary.

The committee discussed at length how to proceed. Gary Gergeni said it was very important that those using the software should be comfortable with the choice and the committee agreed. Gary Patterson did a survey of the counties around us and found a whole variety of different programs being presently used. The committee also discussed whether we wanted:

1. a more integrated system that all departments could use so there would be more flexibility in the program,
2. a program that had a separate payroll and HR component
3. a program similar to the proposal from CCI which only the accounting and payroll components were to be selected.

There was addition concern about how any of this effected the contract with MyTecSolutions since they do our backup of our systems. This will need to be further investigated.

The committee agreed that specifications for each possibility should be developed and bids sought. Presentations for the different possibilities would be set up and all department heads were encouraged to participate.

Gary Patterson and LaVonne Chaney presented the recommendations for change in the payroll policy ro clarify the correct payroll issues with the FOP. The changes would be for all departments not just for the Sheriff's Department. Fop. Treasurer Erica Firnhaber shared information about money owed to IMRF. There is a negative

David Swits moved and Barb Bennett seconded a motion to adjourn the meeting. It was approved and the meeting was adjourned at 1:16 pm.

LaVonne Chaney  
Acting Secretary

# C.E.F.S. Economic Opportunity Corporation

*"Community Action Agency"*



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

**KEVIN BUSHUR**  
Chief Executive Officer


October 14, 2020

TO: Shelby County Representative  
Shelby County PCOM  
315 ½ E. Main Street  
Shelbyville, IL 62565

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

During the month of September, Nathan Nichols, Mobility Manager Nathan had worked on keeping the drivers up to date on county transportation. 9/8 Clay County Chamber meeting gave a brief speech about our services. 9/18 Fayette Head Start Zoom Presentation discussed our services. 9/21 Moultrie Zoom Interagency meeting. 9/24 Montgomery Head Start Zoom Presentation discussed our services. Distributed flyers, and advertising information throughout all counties.

Included in the attachment is a copy of the September PCOM report to share with your board members. Please contact me at 217-342-2193 ext. 161 or by e-mail at [jgillmore@cefseoc.org](mailto:jgillmore@cefseoc.org) if there are any questions.

  
John Gillmore  
Program Manager

Enclosures

EQUAL OPPORTUNITY EMPLOYER

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

Service for Transportation for All Counties are 6:00 A.M. to 6:00 P.M.													
Monitoring Indexes	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Number of Days of Service-Shelby	23	21	22	0	0	0	0	0	0	0	0	0	66
Number of Trips	1,876	3,168	4,252	0	0	0	0	0	0	0	0	0	9,296
Number of Vehicles	28	47	43	0	0	0	0	0	0	0	0	0	6,409
Revenue Vehicle Hours	2,024	2,063	2,322	0	0	0	0	0	0	0	0	0	71,850
Revenue Vehicle Miles	22,389	21,629	27,832	0	0	0	0	0	0	0	0	0	\$0
DOAP Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contract Revenues	\$1,566	\$6,507	\$9,607	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,680
System Expenses	\$1,358	\$1,746	\$2,030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,134
Net Revenues	\$83,019	\$93,263	\$98,398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$274,680
Ridership	\$80,095	\$85,010	\$86,761	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$251,866
Trips Denied but Provided	191	189	210	0	0	0	0	0	0	0	0	0	590
Cost per Trip	10	14	8	0	0	0	0	0	0	0	0	0	32
Cost per Hour	\$44.25	\$29.44	\$23.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.55
Cost per Mile	\$41.02	\$45.21	\$42.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.86
Maintenance of Vehicles	\$3.71	\$4.31	\$3.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.82
New Service Contracts	15	17	24	0	0	0	0	0	0	0	0	0	56
Overtime Hours	0	0	0	0	0	0	0	0	0	0	0	0	2
Complaints	0	35	94	0	0	0	0	0	0	0	0	0	185
Vehicle Accidents	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Index Outcomes/Efforts	0	0	0	0	0	0	0	0	0	0	0	0	0
Annualized Mobility Index	0.014	0.023	0.031	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.067
Annualized Mobility Index	0.163	0.219	0.269	0.202	0.162	0.135	0.115	0.101	0.090	0.081	0.073	0.067	
(Note - Annual Goal is .69)													
Quarterly Reporting			First Quarter			Second Quarter			Third Quarter			Fourth Quarter	Year to Date
Fare Box Recovery Ratio			1.87%			0.00%			0.00%			0.00%	1.87%
Subsidy per D/R Trip			\$0.00			\$0.00			\$0.00			\$0.00	\$0.00
Avg. Miles per Trip			7.73			0.00			0.00			0.00	7.73
Subsidy per Mile			\$0.00			\$0.00			\$0.00			\$0.00	\$0.00
Revenue per Mile			\$0.00			\$0.00			\$0.00			\$0.00	\$0.00
2010 Census Rural Population					5311	DOAP							
Shelby County	22,363			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Montgomery County	14,846			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Fayette County	30,104			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Christian County	22,140			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Clay County	34,800			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total Population	13,815			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
	138,068												

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

Christian County

Hours of Service for Christian County Transportation are 6:00 A.M. to 6:00 P.M.													
Monitoring Indexes	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Number of Days of Service	23	21	22										66
Number of Trips	276	283	268										827
Number of Vehicles	3	6	6										1,006
Revenue Vehicle Hours	349	338	319										6,616
Revenue Vehicle Miles	2,637	710	3,269										\$0
MOAP Revenues													\$0
MOAP Revenues	\$1,250												\$1,250
Contract Revenues	\$269	\$237	\$184										\$690
System Expenses	\$13,773	\$15,036	\$13,414										\$42,223
Net Revenues	-\$12,254	-\$14,799	-\$13,230	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$40,283
Ridership	22	23	24										69
Ridership	1	0	1										2
Ridership	0	0	0										0
Cost per Trip	\$49.90	\$63.13	\$50.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.06
Cost per Hour	\$39.46	\$44.49	\$42.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.97
Cost per Mile	\$5.22	\$21.18	\$4.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.38
Maintenance of Vehicles	3	3	2										8
Maintenance of Facilities	0	0	0										0
New Service Contracts	0	0	0										0
Overtime Hours	10	6	13										29
Complaints	0	0	0										0
Vehicle Accidents	0	0	0										0
Mobility Index Outcomes/Efforts	0.008	0.008	0.008	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.024
Annualized Mobility Index	0.095	0.096	0.095	0.071	0.057	0.048	0.041	0.036	0.032	0.029	0.026	0.024	
(Note - Annual Goal is .69)													
2010 Census Rural Population	34,800												
Christian County													

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

Clay County

Total Service for Clay County Transportation are 6:00 A.M. to 6:00 P.M.													
Monitoring Indexes	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Number of Days of Service	23	21	22										66
Number of Trips	237	272	503										1,012
Number of Vehicles	8	8	7										1,114
Revenue Vehicle Hours	335	313	466										11,914
Revenue Vehicle Miles	3,300	3,091	5,523										\$0
COAP Revenues													\$0
3311 Revenues													\$1,668
Contract Revenues													\$891
Fares	\$229	\$364	\$298										\$47,218
System Expenses	\$13,594	\$13,856	\$19,768										-\$44,659
Net Revenues	-\$13,365	-\$13,344	-\$17,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	101
Ridership	35	34	32										7
Trip Denials	1	5	1										0
Trip Denied but Provided	0	0	0										\$46.66
Cost per Trip	\$57.36	\$50.94	\$39.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.39
Cost per Hour	\$40.58	\$44.27	\$42.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.96
Cost per Mile	\$4.12	\$4.48	\$3.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6
Maintenance of Vehicles	0	2	4										0
Maintenance of Facilities	0	0	0										1
New Service Contracts	0	1	0										33
Overtime Hours	9	5	19										0
Complaints	0	0	0										0
Vehicle Accidents	0	0	0										0
Mobility Index Outcomes/Efforts	0.017	0.020	0.036	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.073
Annualized Mobility Index	0.206	0.221	0.293	0.220	0.176	0.147	0.126	0.110	0.098	0.088	0.080	0.073	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Clay County	13,815												





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

Fayette County

Monitoring Outcome for Fayette County Transportation are 6:00 A.M. to 6:00 P.M.													
Monitoring Indexes	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Number of Days of Service	23	21	21										65
Number of Trips	329	864	1,059										2,252
Number of Vehicles	5	5	10										1,019
Revenue Vehicle Hours	298	351	370										12,779
Revenue Vehicle Miles	3,163	4,341	5,275										\$0
MOAP Revenues													\$0
MOAP Revenues													\$6,793
Contract Revenues													\$872
Contract Revenues													\$44,236
System Expenses													-\$36,571
Net Revenues													99
Ridership	31	33	35										12
Trip Denials	2	8	2										0
Trip Denied but Provided	0	0	0										\$19,64
Cost per Trip	\$37.76	\$17.99	\$15.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.41
Cost per Hour	\$41.69	\$44.27	\$43.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.46
Cost per Mile	\$3.93	\$3.58	\$3.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	14
Maintenance of Vehicles	4	4	6										0
Maintenance of Facilities	0	0	0										1
New Service Contracts	0	1	0										29
Overtime Hours	8	6	15										0
Complaints	0	0	0										0
Vehicle Accidents	0	0	0										0
Mobility Index Outcomes/Efforts	0.015	0.039	0.048	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.102
Annualized Mobility Index	0.178	0.323	0.407	0.305	0.244	0.203	0.174	0.153	0.136	0.122	0.111	0.102	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Fayette County	22,140												



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

**Montgomery County**

Location of Service for Montgomery County Transportation are 6:00 A.M. to 6:00 P.M.													
Monitoring Indexes	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Number of Days of Service	23	21	22										66
Number of Trips	460	384	410										1,254
Number of Vehicles	6	10	7										1,222
Revenue Vehicle Hours	451	368	403										16,482
Revenue Vehicle Miles	6,236	5,067	5,179										\$0
COAP Revenues													\$0
311 Revenues													\$500
Contract Revenues	\$500												\$852
Fares	\$248	\$292	\$312										\$53,577
System Expenses	\$18,953	\$17,458	\$17,166										-\$52,225
Net Revenues	-\$18,205	-\$17,166	-\$16,854	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	154
Ridership	50	48	56										10
Trip Denials	6	1	3										0
Trip Denied but Provided	0	0	0										\$42.72
Cost per Trip	\$41.20	\$45.46	\$41.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.84
Cost per Hour	\$42.02	\$47.44	\$42.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.25
Cost per Mile	\$3.04	\$3.45	\$3.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	14
Maintenance of Vehicles	4	4	6										0
Maintenance of Facilities	0	0	0										0
New Service Contracts	0	0	0										34
Overtime Hours	12	6	16										0
Complaints	0	0	0										0
Vehicle Accidents	0	0	0										0
Mobility Index Outcomes/Efforts	0.015	0.013	0.014	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.045	0.000	0.042
Annualized Mobility Index	0.183	0.168	0.167	0.125	0.100	0.083	0.071	0.062	0.056	0.050	0.045	0.042	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Montgomery County	30,104												

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

**MoultrieCounty**

Location of Service for Moultrie County Transportation are 6:00 A.M. to 6:00 P.M.													
Monitoring Indexes	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Number of Days of Service	22	21	21										64
Number of Trips	156	542	845										1,543
Number of Vehicles	4	4	2										852
Revenue Vehicle Hours	277	287	288										6,489
Revenue Vehicle Miles	1,873	2,386	2,230										\$0
MOAP Revenues													\$0
MOAP Revenues													\$1,038
Contract Revenues													\$603
Fares	\$223	\$275	\$105										\$34,349
System Expenses	\$10,619	\$12,250	\$11,480										-\$32,708
Net Revenues	-\$10,396	-\$11,374	-\$10,938	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	76
Ridership	23	26	27										0
Trip Denials	0	0	0										0
Trip Denied but Provided	0	0	0										0
Cost per Trip	\$68.07	\$22.60	\$13.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.26
Cost per Hour	\$38.34	\$42.68	\$39.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.32
Cost per Mile	\$5.67	\$5.13	\$5.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.29
Maintenance of Vehicles	1	1	1										3
Maintenance of Facilities	0	0	0										0
New Service Contracts	0	0	0										0
Overtime Hours	8	5	12										25
Complaints	0	0	0										0
Vehicle Accidents	0	0	0										0
Mobility Index Outcomes/Efforts	0.011	0.037	0.057	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.104
Annualized Mobility Index	0.126	0.282	0.416	0.312	0.249	0.208	0.178	0.156	0.139	0.125	0.113	0.104	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Moultrie County	14,846												



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

**Shelby County**

Location of Service for Shelby County	Transportation are 6:00 A.M. to 6:00 P.M.											
	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
<b>Monitoring Indexes</b>												
Number of Days of Service	23	21	22									
Number of Trips	418	823	1,167									
Number of Vehicles	2	14	11									
Revenue Vehicle Hours	314	406	476									
Revenue Vehicle Miles	5,180	6,034	6,356									
JOAP Revenues												
JOAP Revenues												
Contract Revenues												
Fares	\$154	\$2,112	\$4,319									
System Expenses	\$13,657	\$19,123	\$20,297									
Net Revenues	-\$13,503	-\$16,811	-\$15,106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ridership	30	25	36									
Trip Denials	0	0	1									
Trip Denied but Provided	0	0	0									
Cost per Trip	\$32.67	\$23.24	\$17.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost per Hour	\$43.49	\$47.10	\$42.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost per Mile	\$2.64	\$3.17	\$3.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance of Vehicles	3	3	5									
Maintenance of Facilities	0	0	0									
New Service Contracts	0	0	0									
Overtime Hours	9	7	19									
Complaints	0	0	0									
Vehicle Accidents	0	0	0									
Mobility Index Outcomes/Efforts	0.019	0.037	0.052	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Annualized Mobility Index	0.224	0.333	0.431	0.323	0.258	0.215	0.185	0.162	0.144	0.129	0.117	0.108
(Note - Annual Goal is .69)												
2010 Census Rural Population												
Shelby County	22,363											



# Daily Management Statistics Report

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

09/01/2020 - 09/30/2020

Christian

Days of Service:	22
Invoice Revenue:	\$146.75
Fares Collected:	\$90.00
Total Revenue:	\$236.75
ServiceMiles:	3289
Non-Service/Admin Miles:	669
Service Hours:	318.56667
NonService Hours:	9.8
Total Billable Riders:	268
Average Revenue Per Ride:	\$0.88
Average Miles Per Ride:	12.3
Average Hours Per Ride:	1.1887
Average Rides Per Day:	12.2
Average Service Miles Per Day:	149.5
Average Service Hours Per Day:	14.5
Average Revenue Per Day:	\$10.76
Total Passenger Trips	268
NonBillable No Shows:	9
Rider Cancels:	86
Subscription Rides:	121
Demand Rides:	147
Immediate Rides:	6
In Area Rides:	268
Out of Area Rides:	0
In County Rides:	268
Out of County Rides:	0
Unduplicated Riders:	24
Denied Rides:	1
Ambulatory Rides:	250
Non Ambulatory Rides:	18
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$659.60
Gallons Fuel:	305.5
Fuel Cost Per Gallon	\$2.16



# Daily Management Statistics Report

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

09/01/2020 - 09/30/2020

Clay

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Days of Service:	22
Invoice Revenue:	\$1,636.53
Fares Collected:	\$82.00
Total Revenue:	\$1,718.53
ServiceMiles:	5523
Non-Service/Admin Miles:	669
Service Hours:	466.30004
NonService Hours:	9.8
Total Billable Riders:	503
Average Revenue Per Ride:	\$3.42
Average Miles Per Ride:	11.0
Average Hours Per Ride:	0.9270
Average Rides Per Day:	22.9
Average Service Miles Per Day:	251.0
Average Service Hours Per Day:	21.2
Average Revenue Per Day:	\$78.12
Total Passenger Trips	503
NonBillable No Shows:	9
Rider Cancels:	51
Subscription Rides:	305
Demand Rides:	198
Immediate Rides:	10
In Area Rides:	503
Out of Area Rides:	0
In County Rides:	503
Out of County Rides:	0
Unduplicated Riders:	32
Denied Rides:	1
Ambulatory Rides:	459
Non Ambulatory Rides:	44
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$1,403.65
Gallons Fuel:	627.9
Fuel Cost Per Gallon	\$2.24

# Daily Management Statistics Report

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

09/01/2020 - 09/30/2020

Fayette

Days of Service:	21
Invoice Revenue:	\$3,475.50
Fares Collected:	\$129.00
Total Revenue:	\$3,604.50
ServiceMiles:	5275
Non-Service/Admin Miles:	669
Service Hours:	370.11670
NonService Hours:	9.8
Total Billable Riders:	1,060
Average Revenue Per Ride:	\$3.40
Average Miles Per Ride:	5.0
Average Hours Per Ride:	0.3492
Average Rides Per Day:	50.5
Average Service Miles Per Day:	251.2
Average Service Hours Per Day:	17.6
Average Revenue Per Day:	\$171.64
Total Passenger Trips	1,059
NonBillable No Shows:	10
Rider Cancels:	99
Subscription Rides:	150
Demand Rides:	910
Immediate Rides:	29
In Area Rides:	1,060
Out of Area Rides:	0
In County Rides:	1,060
Out of County Rides:	0
Unduplicated Riders:	35
Denied Rides:	2
Ambulatory Rides:	1,038
Non Ambulatory Rides:	22
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$1,044.41
Gallons Fuel:	501.3
Fuel Cost Per Gallon	\$2.08

# Daily Management Statistics Report

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

09/01/2020 - 09/30/2020

Montgomery

Days of Service:	22
Invoice Revenue:	\$131.13
Fares Collected:	\$91.00
Total Revenue:	\$222.13
ServiceMiles:	5179
Non-Service/Admin Miles:	669
Service Hours:	402.91672
NonService Hours:	9.8
Total Billable Riders:	408
Average Revenue Per Ride:	\$0.54
Average Miles Per Ride:	12.7
Average Hours Per Ride:	0.9875
Average Rides Per Day:	18.5
Average Service Miles Per Day:	235.4
Average Service Hours Per Day:	18.3
Average Revenue Per Day:	\$10.10
Total Passenger Trips	410
NonBillable No Shows:	12
Rider Cancels:	101
Subscription Rides:	173
Demand Rides:	235
Immediate Rides:	13
In Area Rides:	408
Out of Area Rides:	0
In County Rides:	408
Out of County Rides:	0
Unduplicated Riders:	56
Denied Rides:	3
Ambulatory Rides:	293
Non Ambulatory Rides:	115
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$1,573.50
Gallons Fuel:	611.9
Fuel Cost Per Gallon	\$2.57

# Daily Management Statistics Report

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

09/01/2020 - 09/30/2020

*Moultrie*

Days of Service:	21
Invoice Revenue:	\$1,118.00
Fares Collected:	\$109.00
Total Revenue:	\$1,227.00
ServiceMiles:	2230
Non-Service/Admin Miles:	669
Service Hours:	287.51666
NonService Hours:	9.8
Total Billable Riders:	845
Average Revenue Per Ride:	\$1.45
Average Miles Per Ride:	2.6
Average Hours Per Ride:	0.3403
Average Rides Per Day:	40.2
Average Service Miles Per Day:	106.2
Average Service Hours Per Day:	13.7
Average Revenue Per Day:	\$58.43
Total Passenger Trips	845
NonBillable No Shows:	9
Rider Cancels:	90
Subscription Rides:	451
Demand Rides:	394
Immediate Rides:	24
In Area Rides:	845
Out of Area Rides:	0
In County Rides:	845
Out of County Rides:	0
Unduplicated Riders:	27
Denied Rides:	0
Ambulatory Rides:	845
Non Ambulatory Rides:	0
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$662.13
Gallons Fuel:	288.6
Fuel Cost Per Gallon	\$2.29

# Daily Management Statistics Report

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

09/01/2020 - 09/30/2020

Shelby

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Days of Service:	22
Invoice Revenue:	\$3,457.50
Fares Collected:	\$155.00
Total Revenue:	\$3,612.50
Service Miles:	6356
Non-Service/Admin Miles:	669
Service Hours:	476.31666
NonService Hours:	9.8
Total Billable Riders:	1,167
Average Revenue Per Ride:	\$3.10
Average Miles Per Ride:	5.4
Average Hours Per Ride:	0.4082
Average Rides Per Day:	53.0
Average Service Miles Per Day:	288.9
Average Service Hours Per Day:	21.7
Average Revenue Per Day:	\$164.20
Total Passenger Trips	1,167
NonBillable No Shows:	6
Rider Cancels:	94
Subscription Rides:	395
Demand Rides:	772
Immediate Rides:	19
In Area Rides:	1,167
Out of Area Rides:	0
In County Rides:	1,167
Out of County Rides:	0
Unduplicated Riders:	36
Denied Rides:	1
Ambulatory Rides:	1,150
Non Ambulatory Rides:	17
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$1,419.36
Gallons Fuel:	635.4
Fuel Cost Per Gallon	\$2.23



[illegible]

**Denv Service Renort**  
**C.E.F.S. Eco. Opp. Corp.**  
**Sep 01, 2020 - Sep 30, 2020**

Name	Ride Date	Date Denied	Ambulatory
Hughes, Kimberly K	09/17/2020	09/16/2020 10:06	Y
Requested time not available			

Christian

1

**Denv Service Renort**  
**C.E.F.S. Eco. Opp. Corp.**  
**Sep 01, 2020 - Sep 30, 2020**

Name	Ride Date	Date Denied	Ambulatory	Clay
Cain, Ashley N	09/23/2020	09/18/2020 12:24	Y	
No availability due to other transports				1

**Denv Service Report**  
**C.E.F.S. Eco. Opp. Corp.**  
**Sep 01, 2020 - Sep 30, 2020**

Name	Ride Date	Date Denied	Ambulatory	<i>Fayette</i>
Grames, Joshua "Josh" D	09/17/2020	09/16/2020 10:04	Y	
No availability due to other transports				1
Conrad, Heather E	09/22/2020	09/22/2020 15:26	Y	
Time Slot Not Open				1

**Denv Service Renort**  
**C.E.F.S. Eco. Opp. Corp.**  
**Sep 01, 2020 - Sep 30, 2020**

Name	Ride Date	Date Denied	Ambulatory	Montgomery
Robinson, Cloretta M	09/08/2020	09/03/2020 10:43	Y	
Brakenhoff, Bernard M	09/17/2020	09/16/2020 10:17	N	
No availability due to other transports				2
Patrick, Patricia A	09/04/2020	09/01/2020 15:19	Y	
Requested time not available				1



**Denv Service Renort**  
**C.E.F.S. Eco. Opp. Corp.**  
**Sep 01, 2020 - Sep 30, 2020**

Name	Ride Date	Date Denied	Ambulatory
			Maultrie
			0

**Denv Service Renort**  
**C.E.F.S. Eco. Opp. Corp.**  
**Sep 01, 2020 - Sep 30, 2020**

Name	Ride Date	Date Denied	Ambulatory
Read, Joyce E	09/03/2020	09/01/2020 11:58	Y
No availability due to other transports			1

*Shelby*



[illegible]

## MOBILITY MANAGER MONTHLY REPORT

**Mobility Manager:** Nathan Nichols

**Counties:** Shelby, Christian, Moultrie, Montgomery, Clay, Fayette

**Month:** Sept.

### **New Contracts Ran/date/length of contract/Units**

#### **Continuing Contracts/Units**

Shelby MAPS (Code SMAPS)- 787

Moultrie Proto-Tykes (Code PTDC)- 241

Moultrie Sullivan Dance Studio (Code SDS)- 133

Clay ROE #12 (Buckaroos) (Code BDC)- 129

Fayette MAPS (Code FMAPS)- 779

Shelby GAP (Code GAP, GAPAIDE)- TBD

Montgomery Fayco (Code FAM, MFA, FA)- N/A

Shelby SCCS Code SCCS 2 F,S,SSW,CH)- N/A

Fayette Faycc (Code) N/A

#### **Meetings/Events Attended:**

9/8- Clay- Chamber meeting. Introduced myself to the members and gave a brief speech about what I do and made mention of our services and mentioned our advertising opportunity. I also contributed to the meeting by providing ideas for some of their upcoming events.

#### **Presentations:**

9/18- Fayette Head Start Zoom Presentation- Discussed CIPT services

9/21- Moultrie Zoom Interagency meeting

9/24- Montgomery Head Start Zoom Presentation- Discussed CIPT services

## **Marketing Efforts:**

Fliers/info/advertising to locations in county

Shelby- 9/11- Tower Hill- In God's Hands Shop

9/22- Plaza Boutique, Plaza Laundry, Court House, Senior Thrift Store, Hospital ER, Shelbyville Festival of Lights

9/23- PC follow up to Cowden Herrick HS regarding bus window advertising

9/23- PC to Shelbyville Eagle to see if they would do an article on CIPT. We are featured on the front page of the paper.

Christian- Pana- 9/11- McAfee Insurance, Trading Post, CCDC Housing (Covers Pana and Taylorville)

Taylorville- 9/11- Shadow Box, Rethreads

Montgomery-

Moultrie-

Clay- 9/23- Ad flier sent to be shared in Chamber newsletter

Fayette- 9/2- Sweet Peas, Goodwill, World Finance, Vandal Wash, Therapy Services, Habitat Restore, Willms Insurance, Lya's, Sunshine House, L&M Antiques

## **Other:**

9/14- Region 8 surveys completed



# Transportation Maintenance Report September 2020

## Christian Co.

14-24 STATE INSPECTION/ AC COMPRESSOR REPLACEMENT

14-25 LEVEL A SERVICE

## Clay Co-

14-11 RE-CHARGE AC CLEAN CONDENSER

14-15 NEW INJECTORS/O-RINGS REPAIR AC LINE RE-CHARGE AC

14-16 NEW BLOWER MOTOR RESISTOR

14-29 REPAIR FLAT TIRE / FT END ALIGNMENT

## Effingham Co

6-11 STATE INSPECTION

14-26 NEW BACK UP ALARM

14-35 LEVEL A SERVICE/ROTATE TIRES

14-36 NEW WIPERS

14-37 LEVEL A SERVICE/ REPAIR WINDSHIELD/ REPAIR PASS SEAT HOLD DOWN

26-3 REPAIR OUTBOARD BARRIER SWITCH TO LIFT

26-4 REPAIR MUD FLAP

## Fayette Co.

6-1 NEW WIPERS

6-15 STATE INSPECTION

14-4 STATE INSPECTION

14-18 BATTERY REPLACEMENT

14-4 LEVEL A SERVICE ROTATE TIRES

26-2 NEW BRAKES FT

## Montgomery Co.

6-14 NEW WIPERS

6-16 REPAIR AC

14-12 STATE INSPECTION

14-20 LEVEL A SERVICE/ REPAIR VACCUUM LINE / STATE INSPECTION

14-30 LEVEL C SERVICE/ NEW ROTORS AND BRAKES FT/ STATE INSPECTION

14-41 REPAIR FLAT TIRE

## Moultrie Co.

14-22 REPAIR FLAT TIRE

## Shelby Co.

SCCS-5 REPAIR MARKER LIGHTS

14-23 LEVEL C SERVICE

14-39 STATE INSPECTION

26-1 RE-CHARGE REAR AC

26-5 NEW WIPERS

## Misc. Mechanic Training Building Repair