

July 6, 2011

SHELBY COUNTY BOARD MEETING AGENDA

July 13, 2011 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. County Highway Engineer Alan Spesard – Highway Engineer's Report
5. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
6. Committee Reports
7. Chairman Updates
8. Chairman Appointments
9. Correspondence
10. Public Body Comment
11. Adjournment

COFFEE: Jury Room B - 8:30 A. M.

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

July 13, 2011 – 9:00 A.M.

The Shelby County Board met on Wednesday, July 13, 2011, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. All present recited the Pledge of Allegiance.

County Clerk Kathy Lantz called the roll. Joe Sims was absent.

Minutes for the June 8, 2011 board meeting were presented for approval.

MOTION: Richard Hayden made motion to approve the minutes of the June 8, 2011 board meeting as presented.  
Jim Warren seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard presented two Petitions – to replace a culvert in Big Spring Township, to replace a culvert in Cold Spring Township; and, one Preliminary Engineering Services Agreement between County and Chastain and Associates – for Richland Township Bridge #087-3186. (See Petitions, Agreement attached to these minutes for further descriptions, funding division of costs, estimates, etc.).

Petition – replace a culvert in Big Spring Township:

MOTION: Bob Behl made motion to approve the Petition to replace a culvert in Big Spring Township as presented.  
Don Strohl seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Petition – replace a culvert in Cold Spring Township:

MOTION: Dave Cruitt made motion to approve the Petition to replace a culvert in Cold Spring Township as presented.  
John “Jack” Roessler seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Preliminary Engineering Services Agreement – for Richland Township Bridge #087-3186:

MOTION: Glenn R. “Dick” Clark made motion to approve the Preliminary Engineering Services Agreement for Richland Township Bridge #087-3186 as presented.  
Larry Lenz seconded the motion.

VOTE: All voted aye by voice and the motion carried

Ending his report, Mr. Spesard gave some updates and highlights of the County Highway Department. There were two bridges awarded at the IDOT letting held on June 17<sup>th</sup> – one in Cold Spring Township to low bidder Perry Construction and one in Big Spring Township to low bidder, Depew and Owen. Governor Quinn approved the second installment of the Capital Bill, approved in the fall of 2009, which is another 100 million dollars. Shelby County will receive \$62,259.00. An Illinois Counties of County Engineers study showed that Shelby County put more dollars towards township bridge projects than any other county in Illinois. Railroad crossing and approach work has been approved for Todds Point Township. Mr. Spesard detailed funding and stated design work was 100% reimbursable and would be done by the Highway Dept.

EMA/Zoning Administrator Jared Rowcliffe highlighted the Zoning/EMA report previously mailed to the Board for their review. Planning Commission and Zoning Board of Appeals Committees will meet in July. As EMA Coordinator, Mr. Rowcliffe informed the Board that the EOC Technology Grant budget was approved by the Illinois Terrorism Task Force. Mr. Rowcliffe was an evaluator on July 6<sup>th</sup> at the Eastern Illinois University Active Shooter Exercise. July is Pet and Livestock Awareness Month. Mr. Rowcliffe presented a Resolution to authorize the Shelby County Board Chairman to execute, on behalf of Shelby County an Illinois Emergency Management Mutual Aid System Agreement. (See Resolution attached to these minutes for additional information).

MOTION: Robin Robertson made motion to approve the Resolution to authorize the Shelby County Board Chairman to execute, on behalf of Shelby County, an Illinois Emergency Management Mutual Aid System Agreement as presented.  
Barbara Bennett seconded the motion.

VOTE: Discussion followed. Chairman Cannon called for the vote.  
All voted aye by voice and the motion carried.

Chairman Cannon called for committee reports. Those reporting were:

Fees and Salaries Committee – Mr. Pauley stated that union negotiations were discussed. There were some discrepancies in committee meetings claimed and they are working on that. All other claims were in order.

Purchasing Committee – Mr. Strohl stated all bills were submitted on time and were okay.

Finance Committee – Mr. Amling stated there would be a Budget Committee meeting on July 14<sup>th</sup> beginning at 1:00 P.M.

Animal Control Committee – Mr. Jordan updated the Board on the progress they have made in seeking a new Animal Control Warden. Forty applicants applied for the position. Sixteen applicants were interviewed on July 11<sup>th</sup>. Six applicants are being called back for a second interview. Fees and Salaries and Animal Control Committees recommended a Resolution to set the Animal Control Warden Salary at \$32,000.00, plus benefits. Discussion was held. (See Resolution attached to these minutes for additional information).

MOTION: Dale Wetherell made motion to approve the Resolution to set the Animal Control Warden Salary at \$32,000.00, plus benefits, as presented. Robin Robertson seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Public Health Committee – Mr. Barr stated that all was in order. Steve Melega, Administrator of the Health Department, explained the duties of the various health committees that oversee the Health Department.

Law Enforcement Committee – Mrs. Kearney stated they met on July 7<sup>th</sup> and discussed budget concerns. Recently hired Deputy Brandon Murray has completed his U of I training and entered the next phase of his training. Sheriff Miller explained the training process for new deputies.

Airport Committee – Chairman Cannon reported that there were a few issues that have been resolved during transition of the recently resigned fixed base operator, Mike Potter, and continuing operations at the Airport. Hiring temporary employees in the interim period is being considered. The Commissioners continue to review with consultants in putting together a business plan for the Airport. Insurance issues were discussed and it was noted that the Airport has its own insurance coverage.

Public Buildings Committee – Mr. Warren stated that they will meet in the near future with Mr. Deters and the Morrissey Group to discuss the heating and cooling projects; the options available; and, available funding for options.

Legislative Committee – Mr. Amling stated the Committee met to conduct the six month review of closed County Board meeting minutes. The only minutes to review were for the January 12<sup>th</sup> closed session. The Committee recommended opening these minutes to the public.

MOTION: Rob Amling made motion to open the closed session minutes of the January 12, 2011, County Board meeting. Glenn R. "Dick" Clark seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Insurance Committee – Mrs. Bennett informed the Board that the County's total Blue Cross Blue Shield (BCBS) health insurance premiums, acquired through Shelbyville Insurance Services, for next fiscal year (FY) 2011 – 2012 will be \$51,880.92. Employee monthly premium is presently \$608.20 and will decrease to \$598.33. The Insurance Committee recommended approving the renewal package as presented.

MOTION: Barbara Bennett made motion to approve the Shelbyville Insurance BCBS health insurance package, total yearly premium \$51,880.92, for the next FY 2011 – 2012, as proposed. Dale Wetherell seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Budget Committee – Chairman Cannon stated that the Budget Committee will conduct conferences with some department heads, tomorrow, to continue discussing the FY 2011 – 2012 proposed budget.

Providing an update to the Board, Chairman Cannon explained his reasons for attending a meeting with the Don Beyer's family and submitting the meeting on his meetings claim sheet. Upon his request for a meeting, Mr. Beyer's told the Chairman it was regarding county relations with a tax paying business owner of Shelby County. Chairman Cannon detailed to the Board the events leading up to the meeting and the course of the discussion during said meeting. Beyer's feel over taxed on a certain parcel in the Beyer's Lake Resort property. (See Chairman's correspondences regarding meeting, attached to these minutes). Chairman Cannon ended the meeting, noting to Beyer's that he would relay their concerns to the tax



assessor. Chairman Cannon, believing that he was representing the Board on county business, submitted the meeting on his meetings claim sheet. The meeting claim was not approved for payment by the Fees and Salaries Committee. Chairman Cannon requested a better definition of what he can or cannot do as County Board Chairman. Fees and Salaries Committee Chairman Pauley stated that the Chairman should use committees. A lengthy discussion followed, with some suggestions that this should have been referred to Board of Review or to a committee. Others were in support of Chairman Cannon's decision to meet with the Beyer's. Others stated that there was a legal protocol (Board of Review) for the Beyer's complaint. Chairman Cannon noted that Beyer's had been to the Board of Review and didn't feel that they had gotten anywhere so they wanted to meet with Chairman Cannon to elevate their concerns. Supervisor of Assessment Diana Wagner was upset that Beyer's went around her to deal with their issue. Chairman Cannon didn't blame Mrs. Wagner for feeling this way but the Beyer's came to him to deal with it. The Beyer's complaint to the Chairman for the Board has been officially registered. Mrs. Wagner has sent the Beyer's the BOR complaint forms. Continuing with updates, Chairman Cannon read a certified letter received from the Cagle Law Firm, of St. Louis, Missouri, regarding a motorcycle wreck involving Mary Fair on or about April 9, 2011. (Letter is attached to these minutes). State's Attorney Deb Riley informed Chairman Cannon that the road is a township road and the County is not the entity responsible for the maintenance of the road that the accident happened on.


There were no appointments to request.

Chairman Cannon called for Public Body comment. A discussion followed regarding the Eagle Creek Resort sale in error issued by the Court's for tax buyer Dennis Ballinger. Mrs. Riley updated the Board on the reasons for the Court issuing the sale in error for the 2006 tax year, along with subsequent taxes paid in 2007 and 2008. Further stating, Mrs. Riley noted the County's payback is approximately \$100,000.00 and recommended it be paid out of the first tax distribution, as required by law. Treasurer Debra Page has figured the payback amounts for all entities involved. Mrs. Page noted that the \$100,000.00 includes corporate and all taxing bodies under County portion of tax bill. Mrs. Riley stated that the other taxing bodies involved in the payback will negotiate their own payback with Mr. Ballinger.

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

MOTION: Glenn R. "Dick" Clark made motion to assess mileage and per diem for the July meetings, to pay the bills and payroll as approved by the Committees and adjourn until the next regular meeting to be held on August 10, 2011. Fred Doerner seconded the motion.

VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 10:40 A.M.

  
Kathy A. Lantz  
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

*July 13, 2011*

REGULAR SESSION

		ROLL CALL			QUESTIONS									
		MILEAGE	7 / 13 / 2011 A.M.	/ / 2011 P.M.	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY
217	AMLING, ROBERT	35	✓											
110	BARR, KENNETH	50	✓											
116	BEHL, ROBERT H.	42	✓											
117	BENNETT, BARBARA	40	✓											
45	CANNON, BRUCE	26	✓											
133	CLARK, GLENN "DICK"	12	✓											
99	CRUITT, DAVID		✓											
25	DOERNER, FRED		✓											
214	DURBIN, JESSE	12	✓											
105	GERGENI, GARY	26	✓											
177	HAYDEN, RICHARD	44	✓											
193	JORDAN, ROBERT N.	31	✓											
64	KEARNEY, KAY		✓											
206	LENZ, LARRY	26	✓											
457	PAULEY, ROGER	18	✓											
181	ROBERTSON, ROBIN		✓											
148	ROESSLER, JOHN JACK	12	✓											
221	SIMS, TERRY JOE	24	A											
137	STEWART, NORMA J.	52	✓											
46	STROHL, DON	45	✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											



Bigging

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION	_____
PETITION	<u>  X  </u>
AGREEMENT	_____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Big Spring }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Big Spring in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 283a at a point near SW 1/4 SE 1/4 Section 2, R6E; T10N; 3rd PM

in said Road District, for which said work the Road District of Big Spring is responsible; and the cost of which work will be three 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 24th day of June 2011



Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Big Spring }

I, the undersigned Highway Commissioner of the Road District of Big Spring, 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.)

Pipe Culvert - 2000

Labor, Equip, Mat'l - 1000

TOTAL - \$3000

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

Witness my hand, this 24th day of June 2011



Highway Commissioner.

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

Big Spring

Shelby

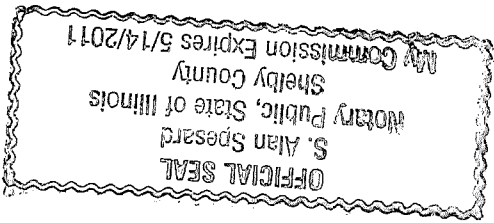
COUNTY, ILLINOIS

**FILED**  
JUL 13 2011

*Wendy A. Leaty*  
COUNTY CLERK

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

County Clerk.



STATE OF ILLINOIS,  
County of Shelby } ss.  
Road District of Big Spring }  
Steve Lemar  
Big Spring  
being duly sworn, on oath says that  
three thousand  
Dollars mentioned in the estimate to which this  
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose  
required.

Highway Commissioner of said Road District of \_\_\_\_\_  
Highway Commissioner. \_\_\_\_\_  
Subscribed and sworn to before me, this 24th day of June 2011






TO: THE SHELBY COUNTY BOARD

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

RESOLUTION	_____
PETITION	<u>  X  </u>
AGREEMENT	_____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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

STATE OF ILLINOIS, }  
County of Shelby } ss.  
Road District of Cold Spring }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Cold Spring in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 273 at a point near the NW 1/4, SE 1/4, Sec 4; R2E; T10N 3rd PM

in said Road District, for which said work the Road District of Cold Spring is responsible; and the cost of which work will be five 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 11th day of July 2011



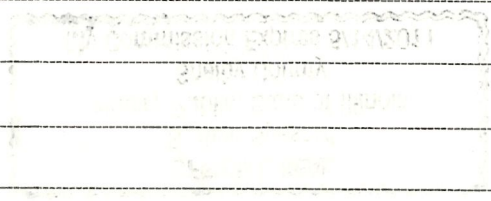
Highway Commissioner.

STATE OF ILLINOIS, }  
County of Shelby } ss.  
Road District of Cold Spring }

I, the undersigned Highway Commissioner of the Road District of Cold Spring, 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.)

Pipe	3500
Labor, Equip, Mat'l	1500
TOTAL =	\$5000



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

Witness my hand, this 11th day of July 2011



Highway Commissioner.

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

ROAD DISTRICT OF

Gold Spring

Shelby

COUNTY, ILLINOIS

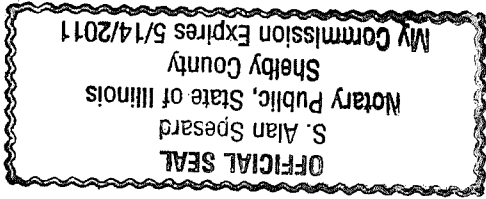
FILED  
JUL 13 2011

*Rochelle A. Slawny*  
SHELBY COUNTY CLERK

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

County Clerk

253 Byers Printing Company, Springfield, Illinois.



STATE OF ILLINOIS,  
County of Shelby }  
Road District of Gold Spring } ss.  
Don Simpson  
Gold Spring  
Highway Commissioner of said Road District of  
\_\_\_\_\_ being duly sworn, on oath says that  
five thousand  
Dollars mentioned in the estimate to which this  
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 11th day of July 2011

im003592 (640x480x24b jpeg)



Engr Ahmed  
11-16/20-00BR  
Richard Twshy

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

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

Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Homer L. Chastain & Associates
Township Prairie				Address 5 N. Countrv Club Road
County Shelbv				City Decatur
Section 11-16120-00-BR/11-15133-00-BR				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name TR 271 over Richland Creek

Route TR 271 Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. 087-3186 )

Termini \_\_\_\_\_

Description:  
 Replace two span bridge on closed abutments with 3-span PPC deck beam bridge and necessary approach work including intersection profile raise.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost		Percentage Fees	
First	\$50,000	12.50	(see note)
Next	\$50,000	11.00	%
Next	\$100,000	9.50	%
Next	\$200,000	8.00	%
Next	\$200,000	7.00	%
Next	\$400,000	6.00	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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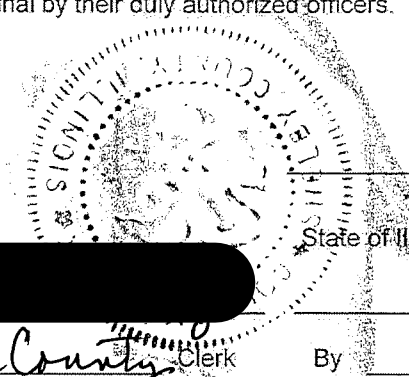
**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.



IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:



Shelby County of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_  
Shelby County  
(Seal) Clerk

By \_\_\_\_\_  
County Board  
Title County Board Chairman

Executed by the ENGINEER:

HOMER L. CHASTAIN & ASSOCIATES, LLP  
5 N. COUNTRY CLUB RD  
DECATUR IL 62521

ATTEST:  
By \_\_\_\_\_  
Title Managing Partner

By \_\_\_\_\_  
Title PARTNER

Approved
_____
Date
Department of Transportation
_____
Regional Engineer

Amendment to BLR 05510  
TR 271 over Richland Creek  
Section 11-16120-00-BR/11-15133-00-BR

This amendment modifies the first sentence of Item 1.b. under "The LA Agrees," portion of the "Agreement Provisions" of the BLR 05510 "Preliminary Engineering Services Agreement For Motor Fuel Tax Funds" for the subject project to read as follows;

"A sum of money equal to the percent of the greater of the awarded contract cost or ninety seven percent of the Engineer's estimate for the proposed improvement, as approved by the Department based on the following schedule:"

**Zoning/EMA Report**  
**Shelby County Board Meeting 7/13/11**

**Zoning**

12 Building Permits Issued  
    6 New Residences  
    5 Accessory Buildings  
    1 Residential Addition

Planning Commission will meet July 21<sup>st</sup> at 7pm  
Board of Appeals will meet July 28<sup>th</sup> at 7pm

**EMA**

EOC Technology Grant Budget approved by Illinois Terrorism Task Force. Equipment and projects have been ordered.

Attended EIU Active Shooter Exercise at Eastern Illinois University July 6<sup>th</sup> as an Evaluator.

July is Pet and Livestock Awareness Month.

**June Building Permit Log**

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Fee</u>
11-044	6/1/2011	Keith Foor	24; Tower Hill	2311-24-00-300-003	New Residence	\$ 175.00
11-045	6/3/2011	R. Stanley McDonald	32; Rose	1812-32-00-100-002	Acc. Building	N/F
11-046	6/3/2011	R. Stanley McDonald	8; Lakewood	0918-08-00-100-005	Acc. Building	N/F
11-047	6/8/2011	Patrick McNeese	1; Tower Hill	2311-01-00-100-010	Acc. Building	\$ 125.00
11-048	6/9/2011	Jared Pieper	9; Cold Spring	0417-09-00-100-010	Acc. Building	\$ 125.00
11-049	6/10/2011	Kyle Richards	1; Dry Point	0524-01-00-200	New Residence	\$ 175.00
11-050	6/10/2011	Matt Daniels	6; Holland	0825-06-00-100	New Residence	\$ 175.00
11-051	6/17/2011	Kylie Daniel	4; Clarksburg		New Residence	\$ 175.00
11-052	6/22/2011	Randy Rennels	9; Sigel		New Residence	\$ 175.00
11-053	6/24/2011	Linda Strohl	11; Big Spring	0221-11-00-400-003	Acc. Building	N/F
11-054	6/27/2011	Ed Austin	01; Big Spring	0221-01-08-201-106	New Residence	\$ 175.00
11-055	6/28/2011	Robert Farley	12; Lakewood	0918-12-00-200-013	Res. Addition	\$ 125.00

Resolution 2011 - 27

**WHEREAS**, Shelby County has long since, pursuant to Ordinance, established an Emergency Management Agency of Shelby County pertaining to appropriate functions in the case of an emergency; and

**WHEREAS**, it is recognized that at any given time emergency situations may occur that are beyond the capacities of Shelby County Emergency Management Agency to deal effectively with in terms of personnel, equipment and material resources; and

**WHEREAS**, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement Shelby County, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel equipment or material resources to the requesting member municipality as situations allow; and

**WHEREAS**, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of Shelby County allowing for the participation in various mutual aid agreements; and

**WHEREAS**, it is in the best interests of Shelby County to provide as much as possible for assistance to the residents of Shelby County and other Members of said Mutual Aid Service Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman of Shelby County Board, Shelby County, Illinois, as follows:

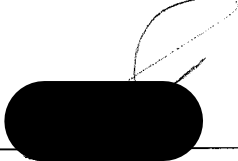
**Section 1:** That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

**Section 2:** That Shelby County, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as "Exhibit A".


**Section 3:** That the Chairman be and is hereby authorized to execute, on behalf of Shelby County, said Agreement and that Shelby County Clerk is authorized to attest to said Agreement.

EXECUTED and APPROVED this 13<sup>th</sup> day of July, 2011.

APPROVED:

  
\_\_\_\_\_  
Bruce Cannon, Chairman

ATTEST:

  
Kathy Lantz  
Shelby County Clerk



**Illinois Emergency Management  
MUTUAL AID SYSTEM  
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters, man-made catastrophes and special events, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

## SECTION TWO

### Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS"): A definite and prearranged plan whereby response and assistance is provided to a affected/stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city or county having an Emergency Management Program accredited/certified by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IEMMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of IEMMAS;
- C. "Affected/stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an affected/stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the affected / stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.



- F. "IEMA Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills/exercise to implement the necessary joint operations of IEMMAS.
- H. "IESMA-MST Committee": The governing body of IEMMAS is comprised of the IEMMAS Team Leaders and Assistant Team Leaders, of whom are members of the Illinois Emergency Services Management Association.
- I. "Mobile Support Team": A group of emergency management personnel, who are members of Member Units and who are approved by the IEMMAS Executive Board and operate under guidelines as established by the IEMMAS Executive Board.
- J. "Special Event": A non-routine event that places a strain on a Member Unit's resources that may involve a large number of people and that such event requires additional planning, preparation and mitigation for public safety.

### SECTION THREE

#### Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Emergency Manager / Coordinator or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the IEMMAS Member Units. The aid rendered shall be to the extent of available personnel and

equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

B. Whenever an emergency / disaster or special event occurs and conditions are such that the Emergency Manager / Coordinator, or his designee, of the affected / stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify IEMA of the nature and location of the emergency / disaster / special event and the type and amount of equipment and personnel and/or services requested from the IEMMAS, including the activation of Mobile Support Teams.

C. The Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Establish the incident command system at the site of the emergency.
2. Determine what equipment, personnel and/or services is requested according to the system maintained by IEMMAS;
3. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the affected/stricken Unit;
4. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the affected/stricken unit in accordance with the procedures of IEMMAS;
5. Notify the affected / stricken unit if any or all of the requested equipment, personnel and/or services cannot be provided.

## SECTION FOUR

### Incident Management System

The National Incident Management System shall be the standard under which this Agreement shall function. The purpose of the incident management system shall be to provide structure and coordination to the management of emergency incident operations in order to provide for the safety and health of emergency service organization personnel and other persons involved in those activities. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the State Incident Commander at the Forward Command Post. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Emergency Manager / Coordinator or his designee; provided, however, that the party withdrawing such aid shall notify the State Incident Commander at the Forward Command Post of the withdrawal of such aid and the extent of such withdrawal.

## SECTION FIVE

### Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

## SECTION SIX

### Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: personal injury, property damage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The State of Illinois shall provide workman compensation and comprehensive liability insurance. Upon request, Member Units shall provide such evidence as herein provided to the IEMMAS members.

## SECTION SEVEN

### Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of

the party rendering aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Mutual Aid Agreement.

## SECTION EIGHT

### Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the affected / stricken unit of the Aiding Unit's inability to respond; however, failure to immediately notify the affected / stricken unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

## SECTION NINE

### Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to

the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

## **SECTION TEN**

### **Effectiveness**

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

## **SECTION ELEVEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

## **SECTION TWELVE**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

**SECTION THIRTEEN**

**Notices**

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the IEMMAS mailing lists or, to other such addresses as shall be agreed upon.

**SECTION FOURTEEN**

**Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

**SECTION FIFTEEN**

**Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

**SECTION SIXTEEN**

**IESMA-MST Committee**

The IESMA-MST Committee is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws and any other matters deemed necessary. The IESMA-MST Committee shall consist of 3 members appointed from within each IEMMAS region, who shall serve as the voting representative of said region on IEMMAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be

from within the respective region and shall have all rights and privileges attendant to a representative of that region. The IESMA Executive Board as provided for in the by laws shall coordinate the activities of the IEMMAS.

## **SECTION SEVENTEEN**

### **Duties of the IESMA-MST Committee**

The IESMA-MST Committee shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

## **SECTION EIGHTEEN**

### **Rules and Procedures**

Rules, procedures of the IEMMAS shall be established by the IESMA-MST Committee as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS.

## **SECTION NINETEEN**

### **Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IESMA-MST Committee to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Illinois Emergency Management Mutual Aid System



Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

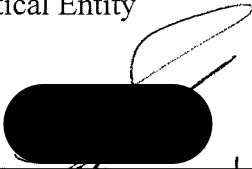
\_\_\_\_\_  
President  
Illinois Emergency Service Management Association

\_\_\_\_\_  
DATE

\_\_\_\_\_  
IEMMAS Chairperson

\_\_\_\_\_  
DATE

Political Entity



*Board Chairman*

*7/13/11*

Chief Executive Officer (*Shelby*)  
*Shelby County*, Illinois

\_\_\_\_\_  
DATE

ATTEST:



*Shelby County* Clerk  
*Shelby County*, Illinois

*7/13/11*

\_\_\_\_\_  
DATE



RESOLUTION NO. 2011 - 28

WHEREAS, the County of Shelby must hire an Animal Care and Control Warden due to the retirement of the current warden;


WHEREAS, the Animal Control Committee and Fees & Salaries Committee have met concerning said task of hiring the Animal Care and Control Warden and determined that the salary for said warden should be set at \$32,000 plus benefits.

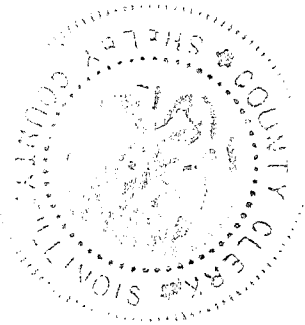
BE IT HEREBY RESOLVED THAT the Animal Care and Control Warden for Shelby County salary is set at \$32,000 plus benefits.

ADOPTED this 13<sup>th</sup> day of July, 2011.

  
\_\_\_\_\_  
Bruce Cannon, Shelby County Board Chairman

ATTEST:

  
\_\_\_\_\_  
Kathy Lantz, Shelby County Clerk





Pat Quinn, Governor  
Damon T. Arnold, M.D., M.P.H., Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

**MEMORANDUM**

**TO:** Vicki Thomas, Executive Director  
Joint Committee on Administrative Rules

**FROM:** Damon T. Arnold, M.D., M.P.H.  
Director

**SUBJECT:** Second Notice

**DATE:** June 21, 2011

**AGENCY:** Department of Public Health

- 1) Title or name of rules and action taken by the Department:  
Private Sewage Disposal Code, 77 Ill. Adm. Code 905 – Proposed Amendments
- 2) Date of First Notice:  
34 Ill. Reg. 35 - August 27, 2010
- 3) Text and location of any changes made during First Notice Period:  
See Attachment A
- 4) Incorporations by reference under the Illinois Administrative Procedure Act: Yes
- 5) Evaluation of the Comments Received During the First Notice Period:
  - A) A list of all persons or organizations making comments on the proposed rulemaking:
    1. Stephen Melega, Shelby County Health Department
    2. Valetta Locker, Jasper County Health Department
    3. Deborah Connelly, Joint Committee on Administrative Rules
    4. Jennifer Thomas Will County Health Department
    5. Tom Melvin, Bond County Health Department
    6. Steve Elmer, Illinois Soil Classifiers

***Improving public health, one community at a time***

*printed on recycled paper*

7. Stephanie Cline, Jackson County Health Department
8. Shelby County Board
9. Thomas Smith, Randolph County Health Department
10. Jane Johnson, Pike County Health Department
11. William Kreznor, Certified Professional Soil Classifier
12. Thomas Anderson, McLean County Health Department
13. Jim Henricks, Sangamon County Health Department
14. Bruce Houghtby, John A Raber & Asso.
15. Albert Ettinger, Environmental Law & Policy
16. Toni Corona, Illinois Association of Public Health Administrators
17. Tinka Hyde, United States Environmental Protection Agency
18. Kyle Rominger, Illinois Environmental Protection Agency
19. Daniel Strahan, Village of Barrington Hills
20. Donnie Simmons, Illinois Association of Environmental Health Administrators
21. Mark Bramstedt, Illinois Soil Classifiers Association
22. Tony Smithson
23. Rick Maguire, Onsite Wastewater Professionals of Illinois
24. Bruce Putman, Putman Soil Testing Inc.
25. Darrell Stephenson, Wayne County Health Department
26. Roger Pauley, Shelby County Health Department
27. Kevin S. Semlow, Illinois Farm Bureau
28. Bradley Denton
29. Dr. Charles Frazee, Illinois Soil Classifiers Association
30. Wiley Scott
31. Jeff Workman, Clay County Health Department
32. Brian Scanlon, Will County Health Department
33. Scott O'Brian, Circle Sewer
34. Brad Rendleman, Southern Seven Health Department
35. Chris Davis, Home Builders Association of Illinois
36. Calvin Locker
37. Michael Hines, Adams County Health Department

- B) A list of specific criticisms, suggestions, and comments raised by interested persons, and the agency's analysis of each of these criticisms, suggestions, and comments:

See Attachment B

- C) Any changes made to the rules by the Agency as a result of criticisms, suggestions, or comments made by interested persons:

See Attachment A

- D) The names of all persons or organizations requesting a public hearing and the date of any public hearings held on the proposed rulemaking:

6) Response to Recommendations Made by the Administrative Code Division:

Recommendations made by the Administrative Code Division have been incorporated into the Draft Notice of Adopted Amendments.

7) Economic and Budgetary Effects of the Rulemaking:

See the attached "Agency Analysis of Economic and Budgetary Effects of Proposed Rulemaking".

8) Final Regulatory Flexibility and Small Business Analysis:

A) A summary of the issues raised by small businesses during the first notice period:

None of the commentators specifically identified themselves as a small business, but issues raised at the public hearing and in comments received are completely explained and addressed in Attachment B. Some of the entities submitting comments may represent small businesses, such as the Illinois Homebuilders Association.

B) A description of actions taken on any alternatives to the proposed rulemaking suggested by small businesses during the first notice period, including reasons for rejecting any alternatives not utilized:

Changes were made to the rules in response to comments. Some suggested changes were not made because of public health and environmental concerns. The Department's rules cannot include areas under the control of the USEPA or IEPA, and the Department has emphasized that comments concerning NPDES permit requirements need to be directed to those agencies. The Department recognizes that these rules will have a negative economic effect on some entities, and these concerns were weighed with the need to protect the public health and the State's water supply and to comply with the Private Sewage Disposal Licensing Act. The reasons for accepting or declining suggested changes to the rules are explained in Attachment B.

9) Justification and Rationale for the Rulemaking:

A) Citations to changes in Illinois laws that require the rulemaking: None

B) Explanation of changes in agency policies and procedures that required the rulemaking: To be compliant with the Private Sewage Disposal Licensing Act, incorporate new technology and requirements, update referenced material, modify licensing fees and contractor requirements, provide definitions, clarifications and protect public health.

C) Citation to federal laws, rules, or funding requirements requiring the rulemaking:

None

D) Citations and copies of court orders or decisions which required the rulemaking:

None

E) A complete explanation of any other reasons for the rulemaking:

Amendments promote the use of subsurface private sewage disposal systems on sites that are capable of sustaining a system in lieu of a surface discharging private sewage disposal system.

10) State Mandates Act Analysis:

See the attached "State Mandates Act Analysis".

11) Agency Respondent To Joint Committee Questions:

Susan Meister  
Division of Legal Services  
Illinois Department of Public Health  
535 West Jefferson Street, Fifth Floor  
Springfield, Illinois 62761

Phone: (217)782-2043  
Fax: (217)524-8165  
E-mail: [dph.rules@illinois.gov](mailto:dph.rules@illinois.gov)

Attachments



**BlueCross BlueShield  
of Illinois**

**Renewal Exhibit for SHELBY COUNTY EMPLOYEES**

Group number(s):P14768  
Renewal Effective:09/01/2011

<u>Current Health Plan(s)</u>	<b>Current Health Monthly Rates</b>						
	<u>Empl.</u>	<u>Empl. + Spouse</u>	<u>Empl. + Child(ren)</u>	<u>Family</u>	<u>Medicare Primary Empl.</u>	<u>Medicare Primary Family</u>	<u>Total Health Premium</u>
BLUEPRINT PPO PLAN C3322	\$608.20	\$1,444.11	\$1,152.97	\$1,988.88	\$371.01	\$742.04	\$52,772.12
Contracts	73	5	1	0	0	0	79
Total Current Health Premium							\$52,772.12
Total Health Contracts							79

<u>Renewal Health Plan(s)</u>	<b>Renewal Health Monthly Rates</b>						
	<u>Empl.</u>	<u>Empl. + Spouse</u>	<u>Empl. + Child(ren)</u>	<u>Family</u>	<u>Medicare Primary Empl.</u>	<u>Medicare Primary Family</u>	<u>Total Health Premium</u>
NPPC3323 BP PPO	\$598.33	\$1,415.78	\$1,123.93	\$1,941.39	\$357.97	\$715.92	\$51,880.92
Contracts	73	5	1	0	0	0	79
Total Renewal Health Premium							\$51,880.92
Total Health Contracts							79

<b>Health Renewal Premium Change Components</b>	
a. Account/Benefit Program Adjustment (incl. Trend):	-7.81%
b. Demographic Adjustment:	1.90%
c. Change in Risk:	4.65%
<b>Total*:</b>	<b>-1.69%</b>

\* The total health renewal premium change percentage is calculated by multiplying each of the components in the above table. This change percentage is based upon total monthly premium. Each tier's rate change may vary from the total change percentage.

**Change Component Definitions**

- a) Account/Benefit Program Adjustment (incl. Trend) includes group and benefit plan specific pricing changes due to factors such as medical cost trends, pool adjustments, plan, industry and geographical pricing, etc.
- b) Demographic Adjustment is the pricing change for age, gender, group size and dependent composition differences.
- c) Change in Risk is the pricing change resulting from BCBSIL's analysis of medical conditions and experience and includes adjustments (if any) resulting from State of Illinois Small Employers Health Insurance Rating Act (SEHIRA).

Cannon oversteps his ability to conduct county business.

Beyers Oakbrook Terrace

On June 27<sup>th</sup> Don Beyers placed a call to the county clerks office asking that I return his call. Debbie Robertson took the message and it was forwarded to me at 10:15 AM.

I returned the call and Don wanted to have a meeting with me immediately he seemed somewhat agitated. I explained to him that I was in Effingham and that I would be glad to meet with him but that my schedule was full for the next 2 days.

Don explained that he wanted to meet regarding county relations with a tax paying business owner of our county. He invited me to visit the resort so I he could show me something.

I accepted a meeting with Don Beyers as Chairman of Shelby County to discuss Oak Book Terrace and county relations with this county business. The date and time were suited to my schedule and the meeting occurred on June 29<sup>th</sup> at 6:00 PM.

I wrote a report on the meeting and submitted the report to the County Clerk and the tax assessor. Copy of this report attached.

When I submitted to fees and salaries as a claim the claim was denied.

I need better definition of what I can and can not do as County Chairman. I do not see anything out of normal relating to this meeting.

Of note I did meet with Christy Warful of CEFS at 1:30 on the 29<sup>th</sup> and since we can only claim one meeting per day I only submitted for one of the meetings I showed for relating to county business.



Shelby County Clerk

---

**From:** Bruce Cannon [bec9000@yahoo.com]  
**Sent:** Wednesday, June 29, 2011 10:19 PM  
**To:** Kathy Lantz  
**Subject:** Don Beyers

Kathy;

I met with Don Beyers, Mike Beyers and Mike's daughter tonight in Pana on the Beyers Lake Resort Property. The Beyers own Oak Terrace resort and also sell real estate around the recreational lake they own. The Beyers were mostly wanting a chance to voice their opinion that they feel their real estate and in particular a certain parcel owned by Beyers Lake Estates parcel 1116-10-00-200-015. Property on question is a has improvements that consist of a private use 5000 square foot building that offers a card room, pool tables, exercise facilities, there is an outdoor pool, tennis courts and a large pavilion all in a park or resort like setting on approximately two acres. The taxable value on the 2010 tax bill is \$ 126,463 with a total tax bill of \$ 10032.84 annually.

The Beyers contend that they are being over taxed on this parcel and that the taxes on all the properties in the Oak Terrace and Beyers Lake development are over taxed.

I listened to their concerns and told them that I would relay them to the tax assessor. This is my official report on the meeting with the Beyer's family.

Please forward this to Dianna Clagg.

Bruce Cannon  
217-521-0960

THE

**CAGLE LAW**  
FIRM

ONE METROPOLITAN SQUARE  
211 NORTH BROADWAY, SUITE 2420  
SAINT LOUIS, MO 63102  
OFFICE: 314.241.1700  
FAX: 314.241.1738

July 5, 2011

**SENT CERTIFIED MAIL RETURN RECEIPT**

Shelby County Offices  
ATTN: Norma J Steward  
503 Pinkston  
Moweaqua, IL 62550

Re: Our Client: Mary "Kim" Fair  
Date of Crash: 4/9/11

Dear Sir or Madam:


Our office has been retained by and represents Mary Fair in a claim for damages against responsible parties arising out of an incident which occurred on or about April 9, 2011 on 1500 North Shelby County Road in Windsor, Illinois. Mr. and Mrs. Fair were riding on a Harley Davidson motorcycle on 1500 North Shelby County Road when, after they came down a hill, their motorcycle bottomed out on the roadway. It appears as though a culvert was placed under the roadway, causing the roadway to dip. The uneven roadway created a dangerous condition for motorcyclists. There was no warning of the uneven roadway. When the motorcycle's body hit the ground, Mrs. Fair was thrown in the air and back down on the motorcycle. As a result, she was injured; specifically, she suffered a fractured back at L2.

Please allow this to serve as notice of Ms. Fair's claim for damages. If you are not the entity responsible for the maintenance of said location, please advise immediately.

Please be advised that we have a contingency fee contract that entitles us to 33 1/3% on any amounts recovered by settlement or 40% recovered by trial in this case. We are hereby asserting our attorney's lien in this matter pursuant to Illinois and Missouri law.

Please acknowledge receipt of this notice of claim by letter as promptly as possible. If you are not the insurance carrier, I would appreciate it if you could so advise us. Further, please forward a copy of the applicable insurance policy. Thank you.

Sincerely,

  
K. Lindsay Rakers



Shelby County Treasurer  
 Monthly Report of Investments  
 1-Jul-11  
 Bank Balance: \$21,593,728.76



Passbooks, Money Markets,  
& Certificates of Deposits

Checking & Cash

\$	637,876.48	MMD		
\$	1,394,975.14	MMD	General Fund	\$ 2,000.00
\$	-			
\$	-		County Payroll Clearing	\$ 36,023.18
\$	-			
\$	-		Section 105 Claims	\$ 2,000.00
\$	-			
\$	40,771.36	PB	County Health Fund	\$ -
\$	123,941.44	CD		
\$	17,413.99	MMD	County Health-TB	\$ -
\$	37,563.68	MMD		
\$	48,953.68	MMD	Animal Control Fund	\$ -
\$	23,383.86	MMD		
\$	93,928.04	PB	Ambulance Fund	\$ -
\$	151,995.10	MMD		
\$	917,646.54	MMD	Mental Health Fund	\$ -
\$	-			
\$	1,217,392.63	PB	IMRF Fund	\$ -
\$	-			
\$	202,240.23	PB	Social Security Fund	\$ -
\$	54,576.43	CD & MMD		
\$	32,491.31	PB	Indemnity Fund	\$ -
\$	-			
\$	2,540.06	PB	Court Security Fund	\$ -
\$	-			
\$	181,395.74	MMD	County Bridge Fund	\$ -
\$	-			
\$	17,984.73	PB	County Highway Fund	\$ -
\$	-			
\$	112,010.41	MMD	FASM Fund	\$ -
\$	-			
\$	436,936.47	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	5,640.97	PB	Tourism Fund	\$ -
\$	97,073.45	CD & MMD		
\$	247,503.35	PB	Probation Fund	\$ -
\$	55,223.06	CD & MMD		
\$	76,222.77	PB	Assist Court Fund	\$ -
\$	-			
\$	6,361.36	PB	Law Library Fund	\$ -
\$	-			
\$	85,058.85	PB	Automation Fund	\$ -
\$	-			
\$	100,822.81	PB	Recording Fund	\$ -
\$	-			
\$	9,788.61	PB	Drug Traffic Fund	\$ -
\$	-	CD		
\$	46,169.81	MMD	Airport Fund	\$ 123.50
\$	241,919.34	CD & MMD		
\$	569,119.23	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 22,237.63
\$	-			
\$	98,746.98	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 3,979.85
\$	-			
\$	-		Township Construction Fund	\$ 374.13

\$	292,238.38	MMD		\$	
\$	1,174,722.54	MMD	Township Motor Fuel Tax	\$	-
\$	-				
\$	1,147.05	PB	Estate Tax Fund	\$	-
\$	-				
\$	280,118.99	PB	Minor Unknown Heirs Fund	\$	-
\$	-				
\$	7,328.89	PB	Probation Drug Testing	\$	-
\$	-				
\$	178.82	MMD	Carriage Park Fund	\$	-
\$	42,097.04	MMD			
\$	149,510.52	PB	Drainage Fund	\$	2,000.00
\$	-				
\$	43,341.58	PB	Document Storage Fund	\$	-
\$	81,826.72	MMD			
\$	120,047.39	PB	Misc County Health Fund	\$	-
\$	26,803.38	MMD			
\$	45,383.53	PB	Litigation Fund	\$	-
\$	208,155.66	CD			
\$	184,647.10	PB	Revolving Loan Fund	\$	-
\$	-				
\$	13,477.95	PB	Victim Impact Panel Fund	\$	-
\$	-				
\$	769.32	PB	States Attorney Forf Fund	\$	-
\$	-				
\$	623.70	MMD	Findlay Road Project Fund	\$	-
\$	-				
\$	6,154.94	PB	Rescue Squad Fund	\$	-
\$	-				
\$	866.30	MMD	Garden Acres Road Fund	\$	-
\$	-				
\$	15,693.72	PB	DUI Equipment Fund	\$	-
\$	-				
\$	111,328.80	PB	GIS Fund	\$	-
\$	1,000,000.00	CD			
\$	175,577.63	PB	Capital Improvement Fund	\$	574,842.14
\$	-				
\$	-		Pet Population	\$	11,390.44
\$	-				
\$	-	MMD	EMA Special Fund	\$	13,236.57
\$	-				
\$	-		County Health Petty Cash	\$	135.64
\$	-				
\$	-		Probation Petty Cash	\$	50.00
\$	-				
\$	-		County Treasurer Cash	\$	5,000.00
\$	-				
				\$	12,041,100.94

County Collector Accounts

Shelby County State Bank-Checking	\$	200.00
Busey Bank-Checking	\$	200.00
National Bank at Pana	\$	23,440.19
First National Bank of Assumption	\$	71,483.04
Community Banks of Shelby County-Cowden	\$	323,976.27
Shelby County State Bank-Strasburg	\$	288,687.29
First Federal Savings & Loan-Shelbyville	\$	187,575.82
Busey Bank-Real Estate Tax Trust Account	\$	3,630.23
Shelby County State Bank-Shelbyville-Money Market	\$	3,042,894.51
Busey Bank-Money Market	\$	3,217,895.42
Ayars State Bank-Moweaqua	\$	377,442.86
Shelby County State Bank-Findlay	\$	293,824.75
First National Bank of Pana	\$	204,301.90
Peoples Bank of Pana	\$	269,623.95
Prairie National	\$	333,652.01
Shelby County State Bank-Windsor Branch	\$	370,339.36
Dewitt Federal Savings & Loan-Moweaqua	\$	205,069.90
Sigel Community Bank	\$	216,475.01
Shelby County State Bank-Moweaqua	\$	102,697.63
Illinois Epay	\$	19,217.68
	\$	9,552,627.82



CERTIFICATE OF DEPOSITS  
July 1, 2011

General Fund(001) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>637,876.48</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>37,563.68</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>23,383.86</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>151,995.10</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>9,576.43</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>97,073.45</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>223.06</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>116,919.34</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>292,238.38</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>81,826.72</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 7/31/2011	
.75% Interest	\$ <u>123,941.44</u>

CERTIFICATE OF DEPOSITS  
July 1, 2011

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 8/12/2011 .65% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 10/18/2011 .65% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 8/18/2011 .65% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151  .10% Interest	\$ <u>208,155.66</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/16/2011 1.25% Interest	\$ <u>1,000,000.00</u>
Airport(022)	\$ <u>-</u>
 TOTAL	 \$ <u>3,005,773.60</u>