

COLES COUNTY BOARD

Regular Meeting

February 11, 2014

The regular meeting of the Coles County Board was called to order at 7.00 p.m. with the following members present Jan Eads, Dick Goodrick, Dan Lawrence, Brian Marvin, Stan Metzger, Nancy Purdy, Cory Sanders, Mike ZuHone with Chairman Paul Daily presiding. Absent was members John Bell, Mark Degler, and Ron Osborne.

Following the Pledge to the Flag, the Invocation was given by County Clerk Sue Rennels.

APPROVAL OF MINUTES

Motion was made by Purdy, seconded by Eads to approve the January 14, 2014 County Board minutes.

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Purdy, Sanders, ZuHone (9)

NAYS: None (0)

ABSENT: Bell, Degler, Osborne (3)

APPOINTMENT TO THE SENIOR CITIZENS TAX LEVY COMMITTEE

Appointment was made by Daily to appoint Barbara Checkley to serve on the Senior Citizens Tax Levy Committee until November 30, 2016 with the consent of the County Board.

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Purdy, Sanders, ZuHone (9)

NAYS: None (0)

ABSENT: Bell, Degler, Osborne (3)

**RESOLUTION RE: AGENT FOR DELINQUENT MOBILE HOME TAXES
JOSEPH E. MEYER**

(For a copy of the resolution see pages 2425 -2428)

Upon motion by Metzger, seconded by Lawrence

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Purdy, Sanders, ZuHone (9)

NAYS: None (0)

ABSENT: Bell, Degler, Osborne (3)

**RESOLUTION RE: 2013 BUDGET ADJUSTMENTS
RESOLUTION RE: AMEND BUDGET -HAVA
RESOLUTION RE: AMEND BUDGET -EMA**

(For a copy of the resolutions see pages 2429 -2431)

Upon motion by Metzger, second by Marvin

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Purdy, Sanders, ZuHone (9)

NAYS: None (0)

ABSENT: Bell, Degler, Osborne (3)

RESOLUTION RE: TRUST FUND EMERGENCY ASSISTANCE PROGRAM GRANT

(For a copy of the resolution see pages 2432- 2433)

Upon motion by Metzger, second by Sanders

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Purdy, Sanders, ZuHone (9)

NAYS: None (0)

ABSENT: Bell, Degler, Osborne (3)

**CONTRACT TO PROVIDE SPECIAL POLICE SERVICES
Between the Village of Ashmore and Coles County, Illinois**

(For a copy of the resolution see pages 2434 -2435)

Upon motion by Zuhone, second by Sanders

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Purdy, Sanders, ZuHone (9)

NAYS: None (0)

ABSENT: Bell, Degler, Osborne (3)

ANNOUNCEMENT OF APPOINTMENTS

None

ADJOURNED

Motion by Marvin, seconded by Purdy the Coles County Board was adjourned at 7:30 p.m..

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Purdy, Sanders, ZuHone (9)

NAYS: None (0)

ABSENT: Bell, Degler, Osborne (3)

ATTEST:

_____ County Clerk

RESOLUTION NO. _____

WHEREAS, substantial amounts of the taxes accruing under the provisions of the Mobile Home Local Services Tax Act, i.e., 35 ILCS 515/1, et seq, upon mobile homes located throughout Coles County, Illinois, and within the corporate limits of its various Taxing Districts, are unpaid and become delinquent annually; and

WHEREAS, the costs of collection of such delinquent mobile home taxes preclude the Office of the Collector of Coles County, Illinois, from actively pursuing collection of such delinquent mobile home taxes; and

WHEREAS, Joseph E. Meyer, who is a licensed collection agent, now collects delinquent real estate taxes on behalf of this County Board of Coles County, Illinois, under the terms of a written "PROFESSIONAL SERVICE AGREEMENT" now in force and effect, and proposes to undertake collection of delinquent mobile home taxes, and the interest thereon, upon the same terms and conditions set forth within said "PROFESSIONAL SERVICE AGREEMENT", as previously amended, except only as to the service of notices in conjunction therewith; and

WHEREAS, a proposed form of "ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT" authorizing the said Joseph E. Meyer to collect delinquent mobile home taxes has been presented to this meeting of this County Board of Coles County, Illinois; and

WHEREAS, this County Board of Coles County, Illinois, deems the collection of such delinquent mobile home taxes, and the retention of said contractor, and the payment of compensations and collection costs upon the terms set forth within the said "ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT" to be in the best interests of the County of Coles, Illinois, and of all of its various taxing districts; and

WHEREAS, this County Board and the Collector of Coles County, Illinois, desire to retain and engage Joseph E. Meyer, as an independent contractor for the purpose of collecting delinquent mobile home taxes and interest thereon in accordance with the terms of the aforesaid "PROFESSIONAL SERVICE AGREEMENT";

NOW THEREFORE BE IT RESOLVED that this County Board of Coles County, Illinois, hereby expressly retains Joseph E. Meyer to act as Delinquent Tax Agent for the purpose of collecting delinquent mobile home taxes, and the interest thereon, accruing under the provisions of the Mobile Home Local Services Tax Act, i.e., 35 ILCS 515/1, et seq, upon mobile homes located within Coles County, Illinois, and within the corporate limits of all of its various Taxing Districts, upon the terms set forth within the proposed written "ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT" between said contractor and this County Board presented to this meeting, and expressly hereby authorizes said contractor to commence collection of such delinquent taxes and interest in accordance with the terms thereof; and

BE IT FURTHER RESOLVED that the Chairman of this County Board of Coles County,

Illinois, is hereby authorized and directed to enter into and to subscribe the aforesaid "ADDENDUM PROFESSIONAL SERVICE AGREEMENT" on behalf of this County Board; and

BE IT FURTHER RESOLVED that the County Clerk shall maintain on file a true, correct and completely subscribed counterpart of such written Addendum.

DONE IN OPEN MEETING this _____ day of _____, A.D., 2013.

County Board of
Coles County, Illinois

By _____
Chairman

Attest: _____
Coles County Clerk

(Seal)

ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into by and between The County Board of Coles County, Illinois, hereinafter referred to as "County", and Joseph E. Meyer, hereinafter referred to as "Agent";

WITNESSETH:

WHEREAS, the parties have heretofore entered into a certain "PROFESSIONAL SERVICE AGREEMENT" dated (hereinafter, "the Agreement"), with all subsequent amendments, pursuant to the provisions of 35 ILCS 200/21-90 providing for the services of Agent in the collection of delinquent real estate taxes accruing under the Property Tax Code, i.e., 35 ILCS 200/1-1 et seq; and

WHEREAS, Coles County desires to undertake efforts to collect unpaid and delinquent Mobile Home Local Services Taxes accruing under the provisions of 35 ILCS 515/1, et seq, together with the interest accruing thereon (hereinafter, "mobile home taxes") which are due from the owners of mobile homes located within Coles County, Illinois; and

WHEREAS, Agent is licensed by the State of Illinois to collect delinquent accounts including tax delinquencies of all kinds; and

WHEREAS, Agent desires to assist County, and County desires, pursuant to the provisions of Section 35 of the Mobile Home Local Services Tax Enforcement Act, i.e., 35 ILCS 516/35, to obtain the assistance of Agent in the collection of delinquent mobile home taxes upon the same terms and conditions, and with the same compensations, as now apply to the collection by Agent of delinquent real estate taxes on behalf of County;

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows, to-wit:

1. The Agreement is hereby amended such that the use therein of the term "tax" (and all variations thereof) shall, for all intents and purposes, be deemed to refer to and to include mobile home taxes accruing under the provisions of 35 ILCS 515/1, et seq, in addition to real estate taxes accruing under 35 ILCS 200/1-1, et seq.

2. The Agreement is hereby amended such that the use therein of the terms "property" and "parcel" (and all variations thereof) shall, for all intents and purposes, be deemed to refer to and to include every type of property which is defined as a "Mobile Home" under the provisions of 35 ILCS 515/1, et seq.

3. The Agreement is hereby amended such that the use therein of the term "certificate" (and all variations thereof) shall, for all intents and purposes, be deemed to refer to

and to include a tax sale certificate of purchase as provided within 35 ILCS 516/1, et seq.

4. The Agreement is hereby amended such that the use therein of the term "tax deed" (and all variations thereof) shall, for all intents and purposes, be deemed to refer to and to include a tax certificate of title as provided within 35 ILCS 516/1, et seq.

5. The Agreement is hereby amended such that:

- a. Agent is expressly authorized, in those cases deemed appropriate by Agent, to undertake and pursue collection actions against persons liable for payment of any delinquent tax; and
- b. All service of process, including notices required in conjunction with proceedings to obtain tax deeds and tax certificates of title, shall be performed principally by the Sheriff or Coroner, with assistance by Agent's personnel in appropriate cases; and
- c. Agent shall be authorized to post all costs of service of notices, whether performed by Sheriff, Coroner or Agent's personnel, to the judgment docket as additional costs of redemption of the delinquency necessitating such service.

6. The parties further hereby acknowledge that their mutual intent in the execution of this Addendum is to expressly authorize Agent to undertake the collection of delinquent mobile home taxes on behalf of County upon all of the same terms and conditions (except only as to the matters provided within the foregoing Paragraph 5 hereof), and with the same compensations, as are applicable to the collection by Agent of delinquent real estate taxes on behalf of County. The parties therefore further hereby agree that any and all terms and provisions of the Agreement which are not expressly herein amended are, by this reference, amended to the extent necessary and appropriate to accomplish the intent and purpose hereof.

DATED this _____ day of _____, A.D., 2013.

The County Board of
Coles County, Illinois

Coles County
Delinquent Tax Agent

By _____
CHAIRMAN

By _____
JOSEPH E. MEYER

State of Illinois)
)ss.
County of Coles)

RESOLUTION TO AMEND BUDGET

WHEREAS, pursuant to auditing standards, any Department's budget that exceeds the total amount budgeted for the fiscal year needs to be amended to reflect the shortage; and

WHEREAS, the 2013 budget for the Security Department did not include the funds set aside for the purchase of a new X-ray machine and exceeded the total amount budgeted in the amount of \$23,200.00; and

WHEREAS, the 2013 budget for the Public Defender exceeded the total amount budgeted in the amount of \$15,350.00 due to additional Court Appointed Counsel expenses and the hiring of the new Public Defender; and

WHEREAS, the 2013 budget for Child Support Maintenance, a reimbursed account, exceeded the total amount budgeted in the amount of \$75.00 due to increased postage expense.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to amend the 2013 budget as follows:

Increase revenue line item 01-4069-00	Child Support	\$ 75.00
Increase expense line item 01-7411-31	Office Equipment	\$ 75.00
Increase expense line item 01-7441-08	Security Equipment	\$23,200.00
Increase expense line item 01-7590-20	Court Appointed Counsel	\$15,350.00
Decrease expense line item 01-7500-05	Contingency	\$38,550.00

DATED this ___ day of _____, 2014.

ATTEST:

_____ County Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMEND BUDGET

WHEREAS, funds from the Help America Vote Act (HAVA) were not included in the 2014 budget;
and

WHEREAS, the 2014 budget will need to be amended to include these funds; and

WHEREAS, the Finance Committee voted to forward a resolution to the County Board amending this
year's budget to include a revenue line item and an expense line item for HAVA funds.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the
FY2014 budget as follows:

REVENUE:		
HAVA	01-4015-00	\$15,179.00
EXPENSE:		
HAVA Equipment	01-7410-43	\$10,000.00
HAVA Expense	01-7411-43	\$ 5,179.00

DATED this ___ day of _____, 2014.

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMEND BUDGET

WHEREAS, funds for the Emergency Management Agency (EMA) were incorrectly posted for FY 2014; and

WHEREAS, the amount budgeted in EMA will remain the same ; and

WHEREAS, the Finance Committee voted to forward a resolution to the County Board amending this year's budget to correct the EMA 2014 budget.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the FY2014 budget as follows:

EXPENSE LINE ITEM:

EMA Grant	001-7166-016	\$ 0.00
Postage	001-7181-016	\$ 50.00

DATED this ___ day of _____, 2014.

ATTEST:

Clerk

COUNT OF COLES, ILLINOIS

RESOLUTION NO. 2014 -

**A RESOLUTION ACCEPTING A ONE YEAR \$120,750 GRANT OF TRUST
FUND EMERGENCY ASSISTANCE FUNDS, AUTHORIZING THE COUNTY
CHAIRMAN AND/OR COUNTY CLERK TO SIGN ALL DOCUMENTS
INCIDENTAL TO IMPLEMENTATION OF THE GRANT PROGRAM**

WHEREAS, the County of Coles (hereinafter "SPONSOR"), applied to the State of Illinois for Trust Fund Emergency Assistance Program grant funds administered by the Illinois Housing Development Authority ("IHDA"), and

WHEREAS, the Sponsor has been awarded a grant ("Grant") from the IHDA, program administrator of the Trust Fund Emergency Assistance Program ("HOME Program") for the State of Illinois, in the amount of One Hundred Twenty Thousand Seven Hundred Fifty Dollars and 00/00 (\$120,750.00) under the IHDA's Trust Fund Emergency Assistance Program, and in order to receive such a Grant, the Sponsor must formally accept the terms and conditions of the Grant, including but not limited to the Grant Agreement, and authorize certain of its officials to execute the appropriate documents required in connection with the Grant, and

WHEREAS, it is necessary for the County Board to authorize the Chairman and/or County Clerk to sign documents as required by the Illinois Housing Development Authority in connection with said Trust funds.

NOW, THEREFORE, BE IT RESOLVED as follows:

RESOLVED that the Grant Agreement and the documents identified in the Grant Agreement, drafts of which have been presented to the County Board of the Sponsor, be, and hereby are, approved.

FURTHER RESOLVED, that the Delegation Agreement by and among the Sponsor and Coles County Regional Planning & Development Commission, and the documents identified therein, drafts of which have been presented to the County Board of the Sponsor, be, and hereby are, approved.

FURTHER RESOLVED, that either the Chairman or County Clerk is hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Grant Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates as may be necessary or desirable for the Sponsor to perform its obligations under the Grant Agreement.

FURTHER RESOLVED that either the Chairman or County Clerk be and is hereby authorized and directed to take such additional actions, to make further determinations, to

pay such costs and to execute and deliver such additional instruments (including any amendments, Grant Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the acts of the Sponsor and the Chairman or County Clerk in negotiating the Grant Agreement, including those acts taken prior to the date hereof, be, and the same hereby are, in all respects, ratified, confirmed and approved.

Upon motion by _____, seconded by _____ adopted this _____ day of _____, 2014, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____
ABSENT (Names): _____

Approved this _____ day of _____, 2014.

Paul Daily, Chairman
Coles County, Illinois

ATTEST:

Sue Rennels, County Clerk

Recorded in the Municipality's Records on _____, 2014.

IN WITNESS WHEREOF, this Certificate is executed and delivered as of _____, 2014

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES
Between the Village of Ashmore and Coles County, Illinois

This contract is made this 15 day of July, 2013, by and between the Village of Ashmore, Illinois, (hereinafter referred to as the Village) and the County of Coles, (hereinafter referred to as the County).

WHEREAS, the Village of Ashmore is within the boundaries of the County of Coles, and desires to contract with the County to provide additional police services to be assigned to the Village;

WHEREAS, agreements for intergovernmental cooperation in providing law enforcement protection to the citizens of Illinois are encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act of Illinois, Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq. and;

WHEREAS, the Sheriff's Department shall continue to serve as the Village of Ashmore's law enforcement authority;

WHEREAS, the Village desires to pay the County an hourly rate to provide additional services to the Village of Ashmore not currently being provided by the Sheriff;

NOW THEREFORE THE COUNTY AND VILLAGE AGREE AS FOLLOWS:

1. The Village will pay to the County, seventy-five (\$75.00) per hour for the services listed below as needed by the Village of Ashmore up to ten (10) hours per month; under the direction of the Mayor, the Police Committee Chairperson, or the Village Clerk as authorized by either the Mayor or the Police Committee Chairperson. Additional hours beyond ten (10) hours must be authorized by the Village Board of Trustees, and will be paid to the County at a rate of one-hundred fifty (\$150.00) per hour.
 - (a) Ordinance Enforcement
 - (b) Special Patrols as requested
 - (c) Liquor Code Enforcement
2. The Contract shall be effective this 15 day of July, 2013, and will be for the period of 6 (six) months. The contract is renewable if agreed upon by both parties.
3. Either party may terminate this agreement by providing thirty (30) days written notice.
4. Time billable to the Village will begin when the deputy enters the Village limits, and will end when the deputy exits the Village limits.
5. Any Ordinance enforcement that is a result of Village requested services under this contract, and requires court appearances by officers of the Sheriff's Department is covered under this agreement and may be billed to the Village of Ashmore.

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES CONTINUED

6. The Sheriff's Department will continue to respond to calls for police service and engage in periodic random police patrol as it currently does for the Village of Ashmore and other incorporated areas of the County, without additional cost to the Village of Ashmore.
7. If the Sheriff's Department shall issue any citation or make any arrest in the Village for a violation of a Village Ordinance, the Village shall be responsible to prosecute the same through its own Village attorneys.
8. The Village understands that emergency situations and calls will take precedence over contracted police services requested by the Village of Ashmore.
9. The County will provide proof of liability insurance in the amount of not less than \$1,000,000 per occurrence, naming the Village of Ashmore as an additional insured.
10. The County will provide proof of Worker's Compensation coverage.
11. The County will bill the Village for services rendered according to this contract by the 3rd Friday of each month, and the Village will pay the department on the 4th Tuesday of each month.
12. This agreement shall not be effective unless and until both parties (Village and County) shall approve the agreement and authorize its representative to execute the contract.

IN WITNESS WHEREOF, the authorized officers of the respective parties have hereinto set their hands and seals on the day first above written.

Chair, Coles County Board
Coles County, Illinois



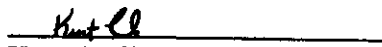
7-16-13
Date

ATTEST:



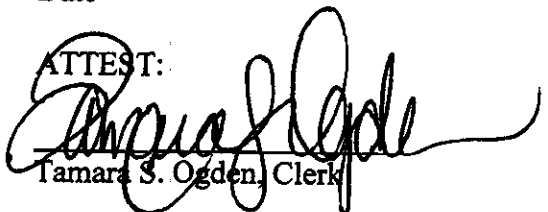
Sue Rennels, County Clerk

Village of Ashmore
Coles County, Illinois



Kurt Crail
12-18-12
Date

ATTEST:



Tamara S. Ogden, Clerk