

COLES COUNTY BOARD
Regular Meeting
August 14, 2018

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Brandon Bell, Travis Coffey, Paul Daily, Mark Degler, Jan Eads, Brian Marvin, Nancy Purdy, Cory Sanders, Rick Shook, Paul Stranz with Chairman Stan Metzger presiding. Absent was member Mike Zuhone.

Following the Pledge to the Flag, the Invocation was given by Chairman, Stan Metzger.

APPROVAL OF MINUTES

Motion by Purdy, seconded by Marvin to approve the July 10, 2018, County Board Minutes with the consent of the County Board

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

APPOINTMENT TO THE EMERGENCY TELEPHONE SYSTEMS 9-1-1 BOARD

Appointment was made by Metzger, to appoint Steven Bennett to serve on the Emergency Telephone Systems Board until June, 2019 with the consent of the Coles County Board

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

**RE-APPOINTMENT OF R. G. HELTSLEY TO THE
NORTH CONSERVANCY DISTRICT**

Re-appointment was made by Metzger, to re-appoint R. G. Heltsley to serve on the North Conservancy District for a five year term until August 21, 2023 with the consent of the Coles County Board

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

**RESOLUTION AUTHORIZING THE RELEASE OF A REQUEST FOR
QUALIFICATIONS FOR ASSISTANCE IN IMPLEMENTING A GUARANTEED
ENERGY SAVINGS PROJECT (SmartWatt Energy)**

For a copy of the resolution see page 3940

Motion by Purdy, seconded by Marvin

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

**REMOVE FROM TABLE - LEASE AGREEMENT WITH THE AIRPORT
AND COLES COUNTY (CORONER)**

Motion was made by Bell, seconded by Daily to remove from table

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

**BUILDING "H" STORAGE LEASE COLES COUNTY AIRPORT AUTHORITY
(CORONER)**

For a copy of the lease see pages 3941 - 3943

Motion was made by Bell, seconded by Daily

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

RES: PUBLIC QUESTION PROTECTING THE SECOND AMENDMENT

For a copy of the resolution see page 3944

Motion by Bell, seconded by Marvin

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger, Sanders (7)
NAYS: Marvin, Purdy, Shook, Stranz (4)
ABSENT: Zuhone (1)

TAX SALE RESOLUTION 2014-00315

For a copy of the resolution see page 3945

Motion was made by Eads, seconded by Shook

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

**AN INTERGOVERNMENTAL AGREEMENT FOR STRUCTURE
REPAIR ON 018-3022**

For a copy of the agreement see pages 3946 - 3947

Motion was made by Coffey, seconded by Daily

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

COUNTY BRIDGE FUND PETITION - HUTTON ROAD - 05-07.2018

For a copy of the petition see page 3948

Motion by Coffey, seconded by Stranz

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

RESOLUTION RE: SENIOR CITIZENS PROPERTY TAX LEVY APPLICATIONS

For a copy of the resolution see page 3949

Motion by Eads, seconded by Purdy

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

APPOINTMENTS

1. One appointment to the Coles-Clark Drainage District
2. One appointment to the Consolidated Drainage District #4-12 of North Okaw
3. One appointment to the Drainage District #12 of Humboldt
4. One appointment to the Drainage District #2 of Mattoon
5. One appointment to the Drainage District #1-B of Seven Hickory
6. One appointment to the Homann Mutual Drainage District
7. One appointment to the Little Wabash Drainage District
8. One appointment to the Majors Drainage District
9. One appointment to the Shellhammer Drainage District
10. One appointment to the Union Drainage District #1 of Mattoon and Whitley
11. One appointment to the Lincoln Fire Protection District

PUBLIC COMMENTS

Public comments were heard from the following:

Rob Perry James DiNaso
Rex Dukeman Les Combs

ADJOURNED

Upon motion by Daily, seconded by Degler, the Coles County Board was adjourned at 8:20 p.m. with the consent of the County Board.

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin,
 Metzger, Purdy, Sanders, Shook, Stranz (11)
NAYS: None (0)
ABSENT: Zuhone (1)

ATTEST:



County Clerk

RESOLUTION NO. _____

**AUTHORIZING THE RELEASE OF A REQUEST FOR
QUALIFICATIONS FOR ASSISTANCE IN IMPLEMENTING A
GUARANTEED ENERGY SAVINGS PROJECT**

WHEREAS, the Coles County, Illinois Board of Commissioners under Illinois Local Government Energy Conservation ACT, 50 ILCS 515 is seeking proposals from qualified contractors to provide a comprehensive energy management and building-related capital improvement service to reduce utility and operating costs; and

WHEREAS, SmartWatt Energy Inc shall provide assistance in assembling the Request for Qualifications document; and

WHEREAS, All qualified providers must adhere to Illinois State Prevailing Wage requirements; and

NOW, THEREFORE, BE IT RESOLVED, that SmartWatt Energy Inc. is hereby authorized to release the Request For Qualifications on behalf of Coles County upon final review and approval of the document by the Coles County Commissioners.

IN WITNESS WHEREOF, Coles County has executed this Resolution by the duly authorized representatives.

By: _____

Name:

Title:

**BUILDING "H" STORAGE LEASE
COLES COUNTY AIRPORT AUTHORITY**

THIS LEASE made this ___ day of _____, 2018, by and between the COLES COUNTY AIRPORT AUTHORITY, a municipal corporation, hereinafter called "LESSOR", and THE COUNTY OF COLES, STATE OF ILLINOIS, a county governed, organized, and operating under Chapter 55 of the Illinois Compiled Statutes, pursuant to authority of the Coles County Board of the County of Coles, and State of Illinois, hereinafter called "LESSEE".

WITNESSETH:

1. LESSOR does hereby lease to LESSEE 60 square feet in the truck bay situated at the Coles County Memorial Airport, Coles County, Illinois, for the one (1) year period commencing the ___ day of _____, 2018.

The leased premises shall be used only for the following purposes:

A. The operation of a county coroner's office including but not limited to the storage of equipment and operation of a temporary cooler/morgue used for the temporary storage of deceased individuals.

2. In consideration of the aforesaid, LESSEE hereby covenants and agrees to pay LESSOR the monthly rental of _____ DOLLARS (\$ _____) to be paid, in advance, commencing the ___ day of _____, 2018, and continuing on the same day of each month thereafter.

In the event any monthly rental is unpaid there shall be a FIVE DOLLAR (\$5.00) late charge. If the delinquent rent and late charge is not paid within ten (10) days after due, LESSOR may take steps to secure and limit access to the leased storage area.

3. LESSEE and LESSOR further covenant and agree as follows:

- A. At the commencement of any lease period LESSOR shall issue three (3) keys to the leased storage space, which keys shall, in no event, be duplicated by LESSEE. At the termination of this Lease, for any reason, LESSEE must surrender all three (3) keys to LESSOR. In the event of a loss of any key, LESSEE shall immediately notify LESSOR of such loss for the purpose of securing new locks and keys. The expense of replacement of said locks and keys shall be the sole expense of LESSEE. In no event shall LESSEE unilaterally change or add to the locks furnished by LESSOR, without LESSOR'S prior written consent, and LESSEE'S supplying LESSOR with a duplicate key to any new or additional lock.
- B. To notify LESSOR'S manager in writing within (30) days of any change in the information furnished above in Paragraph 1.
- C. To abide by all statutes, laws, ordinances, rules and regulations of the Federal Aviation Administration, State of Illinois, Coles County Airport, and of all other duly constituted public authorities having jurisdiction, and specifically including, but not limited to, LESSOR'S rules and regulations for the Coles County Memorial Airport.
- D. LESSEE shall not, in whole or in part, assign, sublet or furnish to any other person, firm, partnership, corporation or other entity, any space, or any other right or privilege in or on any airport property without the written consent of LESSOR'S airport manager.
- E. LESSEE further covenants and agrees that he will not hold LESSOR or any of its elected and appointed officials, officers, agents, employees, airport manager, or airport committee members responsible for any loss occasioned by fire, theft, vandalism, rain, windstorm, or hail or other causes, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangars, T-Hangars, offices, aprons, field, storage areas, or any other location at the airport; and LESSEE agrees that the personal property, and their contents are to be stored in the hangars, at LESSEE'S sole risk.
- F. LESSEE agrees to and shall indemnify, defend and save harmless LESSOR and its elected and appointed officials, officers, agents, employees, and its airport manager from and against any and all liability, damages, costs, expenses (including, but not limited to its reasonable attorneys fees) or loss resulting from claims, demands, or loss resulting from claims, demands or suits at law and/or in equity or other court action of any kind, nature or extent whatsoever arising directly or indirectly out to the activities of the LESSEE, its agents, servant, guests or business visitors under this agreement or by reason of any act or omission of any such persons, firms, partnerships, corporations or other entities.
- G. LESSEE shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by LESSOR in enforcing this agreement, including any action to collect rental payments.

- H. The acceptance of rent after it is due, whether on one or more occasions, shall not be a waiver of LESSOR'S rights under this agreement.
- I. LESSEE hereby acknowledges receipt of a copy of this agreement and a copy of the rules and regulations applicable to LESSOR'S airport; said rules and regulations are specifically incorporated herein by such reference as though fully set forth herein; and LESSEE agrees that it shall be bound thereby and shall fully comply therewith.
- J. No changes of any kind whatsoever, including but not limited to, structure and electrical wiring changes, shall be made to the storage area without the prior written permission of the LESSOR.
- K. No hearing elements of any nature whatsoever shall be used in the storage area without the prior written permission of the LESSOR.

4. Any notice desired or required to be served by either LESSOR or LESSEE upon the other may be so served by depositing the Notice in the United States Post Office by certified mail, in a sealed envelope, first class postage prepaid and addressed as follows:

LESSOR: Coles County Airport Authority
 432 Airport Road
 Mattoon, IL 61938

LESSEE: County of Coles
 Coles County Courthouse
 651 Jackson Ave., Room 326
 Charleston, IL 61938

Or to any other person or address designated, in writing, by the LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the day and year first above written.

COLES COUNTY AIRPORT AUTHORITY,
 A Municipal Corporation

COUNTY OF COLES, ILLINOIS,

By: _____
 AIRPORT MANAGER
 "LESSOR"

By: _____
 STAN METZGER, County Board Chairman
 "LESSEE"

Whereas, pursuant to the Illinois election code, 10 ILCS 5/28-1 et seq., and the County Code, 55 ILCS 5/5-1005.5, by vote of the majority of members of the county board the board may authorize an advisory question of the public policy to be placed on the ballot at the next regularly scheduled election in the county; and

Whereas, The County Board intends to submit to the residents of Coles County a public question of county-wide significance; and

Whereas, The County Board believes it is in the best interest of the residents of Coles County to move expeditiously as possible to submit this proposition to the voters at the next regularly scheduled general election to be held on November 6, 2018: now, therefore,

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY:

Section 1. The above recitals are expressly incorporated herein and made part hereof as though fully next forth herein.

Section 2. The County Board of Coles County does hereby initiate and authorize the following public question to be submitted to the voters of Coles County at the regularly scheduled general election next occurring after the effective date of this resolution, on November 6, 2018:

Should the Illinois General Assembly pass legislation protecting a citizens right to keep and bear arms as defined by the second amendment of the United States Constitution.

Yes

No

Section 4. The County Clerk of Coles County shall certify the public question referenced herein to the Commissioners of the Illinois State Board of Elections in accordance with Article 28 of the Election Code.

Section 5. This resolution shall be in full force and effect upon as passage.

RESOLUTION

WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

TODDS SECOND ADD TO LERNABLK 2 LOTS 9 & 10SEC 03 T11N R08E

PERMANENT PARCEL NUMBER: 11-0-02322-000

As described in certificate(s): 201400315 sold on November 19, 2015

Commonly known as: WASHINGTON ST.

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Samuel Cline, For Kenton W Butler, has paid \$1,277.44 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$622.82 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$85.00 for cancellation of Certificate(s), the Tax Liquidation Fund shall receive \$38.85 to reimburse the revolving account the charges advanced from this account. Samuel Cline, For Kenton W Butler shall receive \$23.00 for overpayment. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$622.82 to be paid to the Treasurer of Coles County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SURRENDER

08-18-001

An Intergovernmental Agreement for

Structure Repair on 018-3022

THIS AGREEMENT is entered into between the County of Coles, Illinois and the County of Cumberland, Illinois on the ___ day of _____, 20 __. The parties hereby state and agree as follows:

A. Purpose and Objectives:

Coles County and Cumberland County find it to be in the public's best interest to repair a structure, on TR 1 in Neoga/ Paradise Townships.

B. Powers:

1. The parties are empowered by the Highway Code to provide engineering and construction services to repair or replace existing highway structures. 605 ILCS 5/5-501.
2. The parties are empowered by the Intergovernmental Agreement Act (5 ILCS 220/3), and the Illinois Constitution (Ill. Const. 1970, Art. VII, Sec. 10) to enter into this Agreement.
3. The Highway Code provides that bridges with a waterway opening of 25 square feet or more, located on County Highways or within 80 rods of a county line, shall be constructed and repaired, and the expense of such construction and repair shall be borne in a proportion to the assessed value of the taxable property in the respective counties, according to the last preceding equalized assessment thereof, or on such other just and equitable basis as the parties agree. 605 ILCS 5/5-503.

C. Rights and Responsibilities:

1. The cost for the construction and other expenses of said project will be divided accordingly:
 - a. Coles County will contribute 88 % of the construction repair costs of the project.
 - b. Cumberland County will contribute 12 % of the construction repair of the project.
2. The parties hereby agree to take any official action necessary to accomplish their respective obligations, as set forth in this Agreement.
3. This writing constitutes the entire agreement of the parties and no other representations related to this Agreement, written or oral, prior to or concurrent with this writing, shall have any effect.
4. This Agreement shall be effective as the first date written above.
5. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assignees.

IN WITNESS WHEREOF, the parties given below have executed this Agreement.

Coles County, Illinois;

Cumberland County, Illinois;

Date: _____

Date: _____

By: _____
County Engineer

By: _____
County Engineer

Date: _____

Date: _____

By: _____
County Board Chair

By: _____
County Board Chair

COLES COUNTY HIGHWAY DEPARTMENT

RICHARD A. JOHNSON, P.E - COUNTY ENGINEER

**651 JACKSON STREET, ROOM 16
CHARLESTON, IL 61920
TELEPHONE 217-348-0527**

COUNTY BRIDGE FUND PETITION

COLES COUNTY BOARD

Petition from: Hutton Road District
2230 Co. Hwy. 5
Charleston, IL 61920

For: Project No. 05-07.2018
Structure No. N/A

Location: TR-272 (CR 2200E), See Attached Map

Work to be performed: Remove existing culvert and replace it with an aluminized steel culvert 48" dia., 70 feet long. Place riprap around inlet and outlet of new culvert and restore roadway.

Estimated Cost of Project: \$13,000.00

0.02% of Assessed Valuation of City or Township \$ 4,005.00

Whereas all requirements of Article 5-501, Chapter 121 of the Illinois Statutes have been satisfied concerning aid from the County Board, I hereby petition the Coles County Board to appropriate a sufficient sum to match a portion of the estimated cost of the proposed bridge/drainage project.

Signed: Dany Grest
Highway Commissioner

Approved by the Coles County Board

this _____ day of _____, 20__.

Amount approved for appropriation from the County Bridge Fund:

Board Chairman

\$ 6,500.00

Attest: _____
County Clerk

Project Completed _____, 20__

Actual Amount Used _____

RESOLUTION RE: SENIOR CITIZENS PROPERTY TAX LEVY APPLICATIONS

FY 17-18

WHEREAS, the Senior Citizens Property Tax Levy Committee of Coles County has reviewed the Applications from area senior citizens organizations for funds available in FY 17-18 from the Senior Citizens Property Tax Levy, and

WHEREAS, the Senior Citizens Property Tax Levy Committee recommends that the tax levy money be allocated as follows:

<u>AGENCY</u>	FY 17-18	FY 16-17	FY 15-16
1) Council on Aging	136,000	132,600	131,729
2) Care Horizon	10,500	10,140	10,061
3) Peace Meal	13,500	13,260	13,000
TOTALS:	160,000	156,000	154,790

(Any additional tax dollars received above the original allocation estimate will be disbursed to the Coles County Council on Aging; any deficit will automatically be deducted from each funded agency on a pro-rata basis.)

NOW THEREFORE BE IT RESOLVED that the County Board of Coles County approves the above recommendations of the Senior Citizens Property Tax Levy Committee as proposed above.

DATED this 10th day of July, 2018

Chairman, Coles County Board

Coles County Clerk