

COLES COUNTY BOARD

Regular Meeting

August 9, 2016

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present, Brandon Bell, Paul Daily, Jan Eads, Dan Lawrence, Brian Marvin, Ron Osborne, Cory Sanders, Marc Weber and Mike Zuhone with Chairman Stan Metzger presiding. Absent were members Mark Degler and Nancy Purdy.

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

Motion was made by Marvin, seconded by Weber to approve the July 12, 2016 County Board minutes.

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger
Osborne, Sanders, Weber, Zuhone (10)
NAYS: None (0)
ABSENT: Degler, Purdy (2)

ESPY SERVICE AGREEMENT

For a copy of the agreement see pages 3338 -3340

Motion was made by Marvin, seconded by Zuhone to approve the ESPY Agreement with the consent of the County Board.

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger
Osborne, Sanders, Weber, Zuhone (10)
NAYS: None (0)
ABSENT: Degler, Purdy (2)

TAX SALE RESOLUTIONS (3)

For a copy of the resolutions see pages 3341- 3343

Upon motion by Marvin, seconded by Weber

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger
Osborne, Sanders, Weber, Zuhone (10)
NAYS: None (0)
ABSENT: Degler, Purdy (2)

APPOINTMENTS

1. One appointment to the Emergency Telephone Systems 9-1-1 Board
2. One appointment to the Brewster-Rice Drainage District
3. One appointment to the Drainage District #4-12 of North Okaw
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 Kickapoo Drainage District
7. One appointment to the Majors Drainage District
8. One appointment to the Shellhammer Drainage District
9. One appointment to the Loxa Drainage District
10. One appointment to the Union Drainage District #1 of Mattoon and Whitley
11. One appointment to the Coles-Clark Drainage District
12. One appointment to the Seven Hickory Morgan Fire Protection District

EXECUTIVE SESSION

Motion was made by Weber, seconded by Eads to enter into executive session at 7:28

Following the discussion, the committee returned to open session at 8:03 p.m.

ADJOURNED

Upon motion by Weber, seconded by Sanders the Coles County Board was adjourned at 8:05 p.m..

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger
Osborne, Sanders, Weber, Zuhone (10)

NAYS: None (0)

ABSENT: Degler, Purdy (2)

ATTEST:

_____ County Clerk

Client

Address	City	State	Zip
Telephone Contact	Title	Phone Number	FEI Number

Service Agreement

This Service Agreement (hereinafter Agreement) is made by and between Espy Services, Inc. (hereinafter Espy) and Client (as designated above). In consideration of our mutual promises and understandings hereinafter set forth, it is mutually understood and agreed as follows:

- 1.) **Scope.** During the term of this Agreement, Espy shall provide Client the services set forth herein or in attachments to this Agreement which shall be executed by duly authorized individuals of both Espy and Client. The scope of the services, start and end dates, term, all costs and other specifics of the services or other work to be provided shall be specified in the attachment(s) stated as Statement(s) of Work (SOW).
- 2.) **Findings.** Findings are defined as the physical documentation and representation of errors, overcharges, savings opportunities, discount opportunities or disbursements/credits which would result in a financial gain to Client when implemented. If finding is approved by Client, Espy will perform all work necessary including the implementation and verification of implementation with service providers to enable Client to confirm all savings, credits and/or disbursements. Client acknowledges that Espy will perform its work at 2213 16th Street, Bedford, IN 47421.
- 3.) **Cooperation.** Client agrees to give its full cooperation to Espy in providing information deemed necessary for analyzing, negotiating, obtaining funding and implementing in a timely manner (including electronic access to service provider accounts if required); in addition to facilitating communication with Client contacts and telecom service providers. If Client does not respond to presented findings within 14 days, Espy reserves the right to begin implementation.
- 4.) **Acceptance.** Espy reserves the right to refuse any contract that is not accompanied by at least \$2500 in combined wire line telecom billings for a single month.
- 5.) **Suspension of Work.** Client's failure to abide by Section 3 or failure to make proper payment to Espy when due, shall, in addition to all other rights, constitute a material breach of contract and shall entitle Espy, at its discretion, to suspend all work, until such breach is corrected. If suspension occurs and breach is not corrected within 15 days of notification to Client, Espy will be entitled to full payment for services as stated in Statement(s) of Work (SOW). In the event of a suspension, Espy will not be liable for Client's lost savings, credits, discounts or disbursements.
- 6.) **Forum Selection.** Any party who brings a legal action related to this Agreement, the services or the relationship it establishes between the parties shall bring the legal action or proceeding exclusively in the Circuit Court of Lawrence County, Bedford, Indiana and waives any objection to this venue.
- 7.) **Attorney Fees.** If legal proceedings of any nature are instituted in connection with, to interpret or enforce this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and costs in addition to any other available remedy.
- 8.) **Severability.** If a provision of this Agreement is held to be unenforceable, the other provisions will remain in effect. If possible, the offending provision will be modified to the slightest degree necessary to make it enforceable, remaining as close as possible to the parties' original intent for the provision. If not possible, the offending provision will be stricken.
- 9.) **Survival.** The expiration, termination or cancellation of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or cancellation or any obligations that extend beyond termination, expiration or cancellation, either by their inherent nature or by their express terms.
- 10.) **Amendments.** No amendment to this Agreement will be binding on either party unless it is in writing and signed by each party.
- 11.) **Waiver.** No provision of this Agreement is waived unless the waiver is in writing and signed by the party granting the waiver. No delay in exercising any right, power or privilege under this Agreement will operate to waive completely or partially any present or future exercise of that right, power or privilege.
- 12.) **Integration.** This Agreement is the final, complete and exclusive expression of all the statements, promises, terms and conditions within its scope and supersedes any prior written or oral agreements within its scope. In making the Agreement, neither party relies on any promise or statement made by the other party, other than those contained in the Agreement.

The undersigned represents and warrants that he/she is authorized and empowered to sign this Agreement for and on behalf of the Client.

Client Authorized Representative Signature

Espy Services Authorized Representative Signature

Printed Name & Title

Printed Name & Title

**Statement of Work (SOW)
for
Telecom Audit & Analysis
Services Scope, Payment Amount & Terms**

Scope:

Espy agrees:

- To perform an audit of all telecom service provider accounts and invoices provided by Client to Espy for the purpose of finding errors and overcharges that now exist or may have existed on past invoices.
- To negotiate with the service providers to have all errors and overcharges removed and obtain credits for past errors and overcharges.
- To pursue ongoing savings that may result from reductions in the Client's billings, by correction of errors, rate change advisements, service changes, vendor promos & credits and contract negotiations.
- That no implementations or service changes that require vendor changes, contracts, contractual modifications or renewals will be made without Client's written consent. Espy does not receive compensation from any telecommunications providers.

Client agrees:

- That they will not during the term of this agreement or until Espy has been paid in full for its services, negotiate with any telecommunications provider as this will result in a duplication of efforts.
- That they have chosen the payment amount and terms as authorized below to compensate Espy for the Telecom Audit & Analysis.

Payment Amount:

Client agrees to pay Espy:

- 50% of all credits and overcharges obtained (whether implemented by Espy, Client or any combination thereof).
- 50% of all savings implemented for a 12 month period (whether implemented by Espy, Client or any combination thereof). Savings will be calculated and based on the rates and fees the Client is actually paying as of the date of this SOW for the Agreement. Payments will be calculated and invoiced as a one-time payment upon implementation with the telecom service provider.

Payment Terms:

Client agrees to make payment to Espy, in full, within 30 days of the date that the credit, savings or refund is implemented with the service provider. Interest shall accrue on each late payment at the rate of 1.5% each month until paid in full.

Term of Agreement for SOW:

The initial term of this SOW for the Agreement is for a period of one (1) year and begins when it is executed by Espy and ends 12 months thereafter ("Initial Term"). Client agrees to not use directly or indirectly, or authorize the use by a third party, throughout the 12 month period of this agreement and for 12 months following this agreement, any information provided by Espy to acquire credits, refunds or future savings unless Espy has been compensated for this information. Upon expiration or termination of any other SOWs related to the Agreement, this SOW will survive until it expires or is terminated and all other terms and conditions of the Agreement remain in full force.

The signatures below indicate that this SOW has been read and is understood by both parties.

Client Authorized Representative Signature

Printed Name & Title

Date

Espy Services Authorized Representative Signature

Printed Name & Title

Date

Letter of Agency

To _____ Date _____

We have contracted Espy Services, Inc. for the sole purpose of correcting, reducing and negotiating our telecommunications costs. Upon their request, please provide directly to Espy Services at the email address or physical address specified at the bottom of this page, a copy of our service and equipment records, traffic studies, billing records, term agreements, online billing / service records, and/or any information or materials they require concerning our telecommunications service for the following account numbers:

Please deal directly with Espy Services on all matters pertaining to said telecommunications service.

This Letter of Agency rescinds any other Letter of Agency here to executed by us and will remain in effect until otherwise notified in writing by this office. Your cooperation in assisting Espy Services is greatly appreciated.

The undersigned represents and warrants that they are authorized and empowered to sign this Letter of Agency for and on behalf of the Client company.

Client Signature

Printed Name

Title

**Espy Services, Inc.
Attn: Support Services Dept.
2213 16th Street
Bedford, IN 47421**

Email: LOA@espyervices.com / Phone: 812-277-1499



WHEREAS, The County of Coles, as Trustee for the Taxing Districts, 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, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-2-10961-000

As described in certificate(s) : 201200280 sold October 2013

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Mattoon, has bid \$649.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$127.24 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$122.76 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$49.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$649.00.

THEREFORE, 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, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$127.24 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

SALE TO NEW OWNER

08-16-001

RESOLUTION



WHEREAS, The County of Coles, as Trustee for the Taxing Districts, 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, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-2-13449-000

As described in certificate(s) : 201200320 sold October 2013

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Mattoon, has bid \$649.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$127.24 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$122.76 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$49.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$649.00.

THEREFORE, 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, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$127.24 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

SALE TO NEW OWNER

08-16-002

RESOLUTION



WHEREAS, The County of Coles, as Trustee for the Taxing Districts, 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, has acquired an interest in the following described real estate:

OT RARL0506B07 #592247* 80X110

PERMANENT PARCEL NUMBER: 08-0-00638-000

As described in certificate(s): 201200338 sold on October 22, 2013

Commonly known as: MORGAN ST.

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property, by reconveyance, to the owner of a former interest in said property.

WHEREAS, Wayne & Charlene Carrell, has paid \$2,158.04 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$1,400.66 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$10.00 for cancellation of Certificate(s), the Tax Liquidation Fund shall receive \$95.80 to reimburse the revolving account the charges advanced from this account, and the Recorder of Deeds shall receive \$49.00 for recording. The remainder is the amount due the agent for his services.

THEREFORE, 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,, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,400.66 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

RECONVEYANCE

08-16-003

47