

COLES COUNTY BOARD

Regular Meeting

July 12, 2022

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present, Bob Bennett, Denise Corray, John Doty, Lisa Jaco, Gail Mason, Stan Metzger, Nancy Purdy, Rick Shook, and Michael Watts, with Chairman Brandon Bell presiding. Absent were members Darrell Cox and Jeremy Doughty.

Invocation was given by Charles Stodden

Moment of Silent Reflection

Pledge to the Flag

APPROVAL OF MINUTES

Motion by Metzger, seconded by Purdy to approve the County Board Minutes for June 14, 2022 with the consent of the County Board.

AYES: Bell, Bennett, Doty, Jaco, Mason, Metzger, Purdy, Shook, Watts (9)

NAYS: None (0)

ABSENT: Cox, Doughty (2)

ABSTAIN: Corray (1)

**APPOINTMENT TO THE COLES COUNTY AIRPORT AUTHORITY
ANGELA GRIFFIN**

Motion was made by Bell to appoint Angela Griffin to the Coles County Airport Authority Board until June, 2027 with the consent of the County Board.

AYES: Bell, Bennett, Corray, Doty, Jaco,
Mason, Metzger, Purdy, Watts (9)

NAYS: Shook (1)

ABSENT: Cox, Doughty (2)

**RE-APPOINTMENT TO THE COLES COUNTY PUBLIC HEALTH BOARD-
DAVID COLE**

Motion was made by Bell to re-appoint David Cole to fill the position on the Coles County Public Health Board until June, 2025 with the consent of the County Board.

AYES: Bell, Bennett, Corray, Doty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (10)

NAYS: None (0)

ABSENT: Cox, Doughty (2)

**APPOINTMENT TO THE ESTB 9-1-1 BOARD
STEVEN BENNETT**

Motion was made by Bell to appoint Steven Bennett to serve on the ESTB 9-1-1 Board until June, 2025 with the consent of the County Board.

AYES: Bell, Bennett, Corray, Doty, Jaco
Mason, Metzger, Purdy, Shook, Watts (10)
NAYS: None (0)
ABSENT: Cox, Doughty (2)

RESOLUTION : TAX SALE 2018-90008

For a copy of the resolution see page 5521

Motion by Metzger, seconded by Watts

AYES: Bell, Bennett, Corray, Doty, Jaco
Mason, Metzger, Purdy, Shook, Watts (10)
NAYS: None (0)
ABSENT: Cox, Doughty (2)

RESOLUTION TO USE ARPA FUNDS - OFFICE SUPPLIES

For a copy of the resolution see page 5522

Motion was made by Metzger, seconded by Jaco with the consent of the County Board

AYES: Bell, Bennett, Corray, Doty, Jaco
Mason, Metzger, Purdy, Shook, Watts (10)
NAYS: None (0)
ABSENT: Cox, Doughty (2)

**RESOLUTION TO TERMINATE ANIMAL CONTROL SERVICES TO CITIES
AND OFFER A NEW AGREEMENT**

For a copy of the resolution see pages 5523 - 5529

Motion was made by Metzger, seconded by Jaco with the consent of the County Board

AYES: Bell, Bennett, Corray, Doty, Jaco
Mason, Metzger, Purdy, Watts (9)
NAYS: Shook (1)
ABSENT: Cox, Doughty (2)

**GOVERNING BOARD RESOLUTION NO-72022R3
TRANSPORTATION CAPITAL ASSISTANCE GRANT**

For a copy of the resolution see page 5530

Motion was made by Metzger, seconded by Jaco with the consent of the County Board

AYES: Bell, Bennett, Corray, Doty, Jaco
Mason, Metzger, Purdy, Shook, Watts (10)
NAYS: None (0)
ABSENT: Cox, Doughty (2)

APPROVAL OF BILLS - Coles County

Motion by Shook, seconded by Mason to approve the payment of the Coles County bills, with the approval of the County Board.

AYES: Bell, Bennett, Corray, Doty, Jaco
Mason, Metzger, Purdy, Shook, Watts (10)
NAYS: None (0)
ABSENT: Cox, Doughty (2)

PUBLIC COMMENTS

Charles Stodden Kevin Gaither James Dinaso

ANNOUNCEMENT OF APPOINTMENTS

1. One appointment to the North Fork Conservancy District

ADJOURNED

Upon motion by Doty, seconded by Jaco, the Coles County Board was adjourned at 7:40 p.m. with the consent of the County Board.

AYES: Bell, Bennett, Corray, Doty, Jaco
Mason, Metzger, Purdy, Shook, Watts (10)
NAYS: None (0)
ABSENT: Cox, Doughty (2)

ATTEST:

_____ County Clerk

RESOLUTION



WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent mobile home taxes;

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

VIN: 548137C4246
1988 CHAMPION 980 SqFt
MH PARK: NEST

PERMANENT PARCEL NUMBER: 02-C-NEST-00068

As described in certificate(s): 201890008 sold on October 24, 2019

Commonly known as: 504 N DIVISION LOT #68

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, Eastern Estates LLC, For Christylen Lauter, has paid \$1,445.74 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 \$723.00 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 \$80.96 to reimburse the revolving account the charges advanced from this account. 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 mobile home for the sum of \$723.00 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

State Of Illinois)
)SS
County Of Coles)

Resolution to use ARPA Funds

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Coles County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Coles County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Coles County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“a broad range of government services, programs, and projects outside of typical eligible used of recovery funds under the final rule”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE BE IT RESOLVED, by the County Board of Coles County, Illinois shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall authorize the Coles County Treasurer to properly record such distribution and assign the same as budget.

An amount not to exceed \$1,000.00 shall be made available for Office Supplies for ARPA Grant implementation from the Coles County Finance Committee.

DATED THIS 12th day of July, 2022

ATTEST:

County Clerk & Recorder

County Board Chairman

State of Illinois)
)ss.
County of Coles)

**RESOLUTION TO TERMINATE ANIMAL CONTROL SERVICES TO CITIES
AND OFFER A NEW AGREEMENT**

WHEREAS, the County of Coles entered into an Agreement with the cities of Ashmore, Charleston, Humboldt, Lerna, Mattoon and Oakland to provide animal control services within city boundaries in October, 1979; and

WHEREAS, the Health & Safety Committee is desirous to implement the 90 day termination clause of said Agreement; and

WHEREAS, the Health & Safety Committee voted to recommend that the County offer a new Agreement to the above stated cities increasing the amount of contribution to the County for the cost of services provided by the CARE Center to \$1.75 (presently \$1.50) per capita per annum, excluding one half (1/2) of the student population housed in dormitories at Eastern Illinois University.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to notify the cities of Ashmore, Charleston, Humboldt, Lerna, Mattoon and Oakland that the Animal Control Agreement of October, 1979, will be terminated effective November 1, 2022; and

BE IT FURTHER RESOLVED that the cities of Ashmore, Charleston, Humboldt, Lerna, Mattoon and Oakland be offered an Agreement, attached hereto and incorporated herein, to provide animal control services within city boundaries for a contribution of \$1.75 per capita per annum as provided above.

DATED this ____ day of _____, 2022.

ATTEST:

County Clerk

**AGREEMENT
ANIMAL CONTROL SERVICE**

THIS AGREEMENT made this ____ day of _____, 2022, by and between the County of Coles, a County Corporation, hereinafter referred to as the "County" and the City of Ashmore, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the County will assume Animal Control Services for Coles County, including within the incorporated limits of the Municipality; and

WHEREAS, the County requires financial assistance from the Municipality in order to provide adequate animal control within the Municipality.

NOW, THEREFORE, in consideration of these premises, the parties do covenant and agreement between themselves as follows:

1. The County will furnish an animal control program for the County to include the geographical areas of the Municipality. Said program shall include but not be limited to the confinement, housing and disposal of stray animals; the licensing and vaccination control of dogs; and capture of stray or rabid dogs and animals.
2. Inconsideration of the above listed county services, the Municipality will provide the sum of one dollar seventy five cents (\$1.75) per capita per annum based on the last U.S. Census of population. Said annual payment shall be made in quarterly installments commencing November 1, 2022.

THIS AGREEMENT may be terminated by either party, providing written notice is submitted ninety (90) days prior to the termination. Said Agreement may however be terminated at any time through mutual agreement. Termination by either of the aforementioned procedures must be approved by the governing body of the party(s) seeking termination.

DATED this ____ day of _____, 2022

DATED this ____ day of _____, 2022

Chair, Coles County Board

Village Of Ashmore President

**AGREEMENT
ANIMAL CONTROL SERVICE**

THIS AGREEMENT made this ____ day of _____, 2022, by and between the County of Coles, a County Corporation, hereinafter referred to as the "County" and the City of Mattoon, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the County will assume Animal Control Services for Coles County, including within the incorporated limits of the Municipality; and

WHEREAS, the County requires financial assistance from the Municipality in order to provide adequate animal control within the Municipality.

NOW, THEREFORE, in consideration of these premises, the parties do covenant and agreement between themselves as follows:

1. The County will furnish an animal control program for the County to include the geographical areas of the Municipality. Said program shall include but not be limited to the confinement, housing and disposal of stray animals; the licensing and vaccination control of dogs; and capture of stray or rabid dogs and animals.

2. Inconsideration of the above listed county services, the Municipality will provide the sum of one dollar seventy five cents (\$1.75) per capita per annum based on the last U.S. Census of population. Said annual payment shall be made in quarterly installments commencing November 1, 2022.

THIS AGREEMENT may be terminated by either party, providing written notice is submitted ninety (90) days prior to the termination. Said Agreement may however be terminated at any time through mutual agreement. Termination by either of the aforementioned procedures must be approved by the governing body of the party(s) seeking termination.

DATED this ____ day of _____, 2022

DATED this ____ day of _____, 2022

Chair, Coles County Board

Mayor, City of Mattoon

**AGREEMENT
ANIMAL CONTROL SERVICE**

THIS AGREEMENT made this ____ day of _____, 2022, by and between the County of Coles, a County Corporation, hereinafter referred to as the "County" and the City of Oakland, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the County will assume Animal Control Services for Coles County, including within the incorporated limits of the Municipality; and

WHEREAS, the County requires financial assistance from the Municipality in order to provide adequate animal control within the Municipality.

NOW, THEREFORE, in consideration of these premises, the parties do covenant and agreement between themselves as follows:

1. The County will furnish an animal control program for the County to include the geographical areas of the Municipality. Said program shall include but not be limited to the confinement, housing and disposal of stray animals; the licensing and vaccination control of dogs; and capture of stray or rabid dogs and animals.

2. Inconsideration of the above listed county services, the Municipality will provide the sum of one dollar seventy five cents (\$1.75) per capita per annum based on the last U.S. Census of population. Said annual payment shall be made in quarterly installments commencing November 1, 2022.

THIS AGREEMENT may be terminated by either party, providing written notice is submitted ninety (90) days prior to the termination. Said Agreement may however be terminated at any time through mutual agreement. Termination by either of the aforementioned procedures must be approved by the governing body of the party(s) seeking termination.

DATED this ____ day of _____, 2022

DATED this ____ day of _____, 2022

Chair, Coles County Board

Mayor, City of Oakland

**AGREEMENT
ANIMAL CONTROL SERVICE**

THIS AGREEMENT made this ____ day of _____, 2022, by and between the County of Coles, a County Corporation, hereinafter referred to as the "County" and the City of Charleston, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the County will assume Animal Control Services for Coles County, including within the incorporated limits of the Municipality; and

WHEREAS, the County requires financial assistance from the Municipality in order to provide adequate animal control within the Municipality.

NOW, THEREFORE, in consideration of these premises, the parties do covenant and agreement between themselves as follows:

1. The County will furnish an animal control program for the County to include the geographical areas of the Municipality. Said program shall include but not be limited to the confinement, housing and disposal of stray animals; the licensing and vaccination control of dogs; and capture of stray or rabid dogs and animals.

2. In consideration of the above listed county services, the Municipality will provide the sum of one dollar seventy five cents (\$1.75) per capita per annum based on the last U.S. Census of population. Said annual payment shall be made in quarterly installments commencing November 1, 2022.

THIS AGREEMENT may be terminated by either party, providing written notice is submitted ninety (90) days prior to the termination. Said Agreement may however be terminated at any time through mutual agreement. Termination by either of the aforementioned procedures must be approved by the governing body of the party(s) seeking termination.

DATED this ____ day of _____, 2022

DATED this ____ day of _____, 2022

Chair, Coles County Board

Mayor, City of Charleston

**AGREEMENT
ANIMAL CONTROL SERVICE**

THIS AGREEMENT made this ____ day of _____, 2022, by and between the County of Coles, a County Corporation, hereinafter referred to as the "County" and the City of Humboldt, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the County will assume Animal Control Services for Coles County, including within the incorporated limits of the Municipality; and

WHEREAS, the County requires financial assistance from the Municipality in order to provide adequate animal control within the Municipality.

NOW, THEREFORE, in consideration of these premises, the parties do covenant and agreement between themselves as follows:

1. The County will furnish an animal control program for the County to include the geographical areas of the Municipality. Said program shall include but not be limited to the confinement, housing and disposal of stray animals; the licensing and vaccination control of dogs; and capture of stray or rabid dogs and animals.

2. Inconsideration of the above listed county services, the Municipality will provide the sum of one dollar seventy five cents (\$1.75) per capita per annum based on the last U.S. Census of population. Said annual payment shall be made in quarterly installments commencing November 1, 2022.

THIS AGREEMENT may be terminated by either party, providing written notice is submitted ninety (90) days prior to the termination. Said Agreement may however be terminated at any time through mutual agreement. Termination by either of the aforementioned procedures must be approved by the governing body of the party(s) seeking termination.

DATED this ____ day of _____, 2022

DATED this ____ day of _____, 2022

Chair, Coles County Board

Village Of Humboldt President

**AGREEMENT
ANIMAL CONTROL SERVICE**

THIS AGREEMENT made this ____ day of _____, 2022, by and between the County of Coles, a County Corporation, hereinafter referred to as the "County" and the City of Lerna, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the County will assume Animal Control Services for Coles County, including within the incorporated limits of the Municipality; and

WHEREAS, the County requires financial assistance from the Municipality in order to provide adequate animal control within the Municipality.

NOW, THEREFORE, in consideration of these premises, the parties do covenant and agreement between themselves as follows:

1. The County will furnish an animal control program for the County to include the geographical areas of the Municipality. Said program shall include but not be limited to the confinement, housing and disposal of stray animals; the licensing and vaccination control of dogs; and capture of stray or rabid dogs and animals.

2. Inconsideration of the above listed county services, the Municipality will provide the sum of one dollar seventy five cents (\$1.75) per capita per annum based on the last U.S. Census of population. Said annual payment shall be made in quarterly installments commencing November 1, 2022.

THIS AGREEMENT may be terminated by either party, providing written notice is submitted ninety (90) days prior to the termination. Said Agreement may however be terminated at any time through mutual agreement. Termination by either of the aforementioned procedures must be approved by the governing body of the party(s) seeking termination.

DATED this ____ day of _____, 2022

DATED this ____ day of _____, 2022

Chair, Coles County Board

Village Of Lerna President

Governing Board Resolution

Resolution

No. 72022R3

Resolution authorizing submittal of the application dated July 31, 2022 for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF COLES COUNTY:

Section 1. That an application be made to the Division of Public & Intermodal Transportation, Department of Transportation, State of Illinois (The Department), for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting eligible public transportation capital costs of Coles County.

Section 2. That the Board Chairman of Coles County is hereby authorized and directed to sign and submit such application on behalf of Coles County.

Section 3. That the Board Chairman of Coles County is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That the Board Chairman of Coles County is hereby authorized and directed to execute on behalf of Coles County the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That the Board Chairman of Coles County is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENT and ADOPTED the _____ day of _____, 20__

_____ ATTEST: _____

_____ Title

_____ Title