

**DEBRA D. MING MENDOZA  
COUNTY CLERK OF MADISON COUNTY  
EDWARDSVILLE, ILLINOIS**

**AGENDA  
MADISON COUNTY BOARD  
JULY 15, 2015**

To the Members of the Madison County Board:

The following is the Agenda for the County Board Meeting on Wednesday, July 15, 2015.

**A. APPOINTMENTS:**

1. Bunker Hill Protection District
  - a. Timothy A. Thompson is recommended for appointment to the unexpired term of Sean Williams, who has resigned.
2. Madison County Zoning Board of Appeals
  - a. Pat St. Peters is recommended for appointment to the unexpired term of Larry Kacer, who has resigned.
3. Quercus Grove Cemetery Association
  - a. Paul Schaefer is recommended for appointment to a life term.
4. Wanda Cemetery Board
  - a. Cyndy Siler is recommended for reappointment to a new six year term.

**B. FINANCE AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Summary Report of Claims and Transfers.
2. Resolution Approving Construction Contracts for the Southwestern Illinois Flood Prevention Council-Bid Package #6-Change Order.
3. Resolution Authorizing an Agreement Concerning GBC Metals, LLC.
4. Resolution Authorizing the Purchase of Excess Liability, Property and Earthquake Insurance Coverage.

**C. GRANTS COMMITTEE:**

1. Resolution Authorizing an Increase in Funding for the Landing at Belle Meadow.
2. Resolution Authorizing the Submittal of the 2015-2019 Consolidated Plan

**D. GRANTS COMMITTEE AND FINANCE AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Resolution Awarding Bids for Weatherization HVAC Contractor.

**E. HEALTH DEPARTMENT COMMITTEE:**

1. Activities Report.

**F. JUDICIARY COMMITTEE AND FINANCE AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Resolution to Award Contract for the Purchase of Digiticket Electronic Ticket Solution for the Madison County Circuit Clerk Department.

**G. PLANNING AND DEVELOPMENT COMMITTEE:**

1. Zoning Resolutions.
2. Resolution to Refund Variance Application Fee for John Bertoletti.

**H. PUBLIC SAFETY COMMITTEE:**

1. Report Covering 3 Mobile Home Licenses (\$150.00)

**I. PUBLIC SAFETY COMMITTEE AND FINANCE AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Resolution to Purchase Maintenance Renewal for the Madison County Starcom 21 Radio System and Dispatch Center for the Madison County Sheriff's Office.
2. A Resolution Authorizing an Intergovernmental Agreement between Madison County and the Triad Community Unit School District #2.

**J. REAL ESTATE TAX CYCLE COMMITTEE:**

1. Property Trustee Resolution.

**K. SEWER FACILITIES COMMITTEE AND FINANCE AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Revised Resolution to Purchase Two New Model Year 2015 Ford F150 Super Cab 4x4 Replacement Vehicles for the Madison County Special Service Area #1.

**L. TRANSPORATION COMMITTEE:**

1. Agreement/Funding Resolution Landmarks Blvd. Landscaping, City of Alton.

**M. NEW BUSINESS:**

- 1.

**N. MISCELLANEOUS:**

1. Monthly Report of County Clerk, Circuit Clerk, Recorder, Sheriff, Treasurer, and Coroner.
2. Public Comment.

Appointment Recommendations for July, 2015 County Board Meeting

Bunker Hill Fire Protection District

Timothy A. Thompson is recommended for appointment to the unexpired term of Sean Williams, who has resigned.

Madison County Zoning Board of Appeals

Pat St. Peters is recommended for appointment to the unexpired term of Larry Kacer, who has resigned.

Quercus Grove Cemetery Association

Paul Schaefer is recommended for appointment to a lifeterm.

Wanda Cemetery Board

Cyndy Siler is recommended for reappointment to a new six year term.

**SUMMARY REPORT OF CLAIMS AND TRANSFERS**

June 2015

Mr. Chairman and members of the County Board:

Submitted herewith is the Claims and Transfers Report for the month of June, 2015 requesting approval.

	<b>Payroll</b> <b><u>06/05/2015 &amp; 06/19/2015</u></b>	<b>Claims</b> <b><u>07/15/2015</u></b>
GENERAL FUND	\$ 2,362,471.56	\$ 873,546.78
SPECIAL REVENUE FUND	1,275,446.98	3,907,915.34
DEBT SERVICE FUND	0.00	0.00
CAPTIAL PROJECT FUND	0.00	26,131.69
ENTERPRISE FUND	56,974.27	128,411.47
INTERNAL SERVICE FUND	32,976.49	668,789.99
COMPONENT UNIT	0.00	0.00
<b>GRAND TOTAL</b>	<b>\$ 3,727,869.30</b>	<b>\$ 5,604,795.27</b>

**FY 2015 EQUITY TRANSFERS**

**FROM/**

**TO/**

**General Fund/**

County Revenue

**Special Revenue Fund/**

Industrial Development Loan-UDAG \$50,000.00

**General Fund/**

County Revenue

**Special Revenue Fund/**

Employment & Training County Admin. \$15,800.00

**General Fund/**

County Revenue

**Special Revenue Fund/**

Foreclosure Mediation Fund \$96,159.94

**Special Revenue Fund/**

Mental Health

**Special Revenue Fund/**

Child Advocacy Center \$17,802.00

s/ Rick Faccin  
Madison County Auditor

s/ Jack Minner  
s/ Michael Holliday, Sr.  
s/ William Meyer  
s/ Jamie Goggin  
s/ Kelly Tracy  
s/ Larry Trucano

**Finance and Government Operations Committee**

**RESOLUTION APPROVING CONSTRUCTION CONTRACTS FOR THE SOUTHWESTERN  
ILLINOIS FLOOD PREVENTION COUNCIL**

**WHEREAS**, the Southwestern Illinois Flood Prevention District was created in accordance with the Flood Prevention District Act for the purpose of performing emergency levee repair and flood prevention; and

**WHEREAS**, 70 ILCS 750/50 requires the County Board approve of all construction contracts of more than \$10,000; and

**WHEREAS**, construction contracts are recommended for approval by the Southwestern Illinois Flood Prevention District Council Board of Commissioners.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Madison, Illinois that the attached construction contracts, and contract modifications, be hereby approved.

Respectfully submitted,

s/ Jack Minner

s/ Kelly Tracy

s /Larry Trucano

s/ William Meyer

s/ Jamie Goggin

s/ Michael Holliday Sr.

**Finance and Government Operations Committee**

## **Attachment “A”**

### **Summary of Change Order for Bid Package # 6**

**Project Location:** Prairie du Pont and Fish Lake Levee Districts, Monroe and St. Clair Counties

**Project Description:** Improvements to the Prairie du Pont and Fish Lake Levee Districts – Under Seepage Controls

Change Order 11 - \$81,005.79 – Increase in Relief Well Quantities

Change Order Description: Change Order 11 accommodates quantity adjustments upon the completion of the pilot holes and relief wells.

Change Order 20 - \$17,910.08 - Increase in Contract for Piezometer modifications and driveway and access road modifications.

Change Order Description: Change Order 20 provides for field adjustments that required the abandonment of two Piezometers, and the installation of one new one. In addition, an aggregate surface driveway and field access road will be relocated in an area where it conflicts with seepage berm earthwork.

Change Order 22 - \$2,066.10 – Drainage Pipe Modification

Change Order Description: Change Order 22 modifies an existing driveway drainage pipe to the proper elevation to ensure drainage of stormwater.

**RESOLUTION AUTHORIZING AN AGREEMENT CONCERNING GBC METALS, LLC**

**WHEREAS**, the County Board previously authorized a settlement agreement with Olin Corporation, relative to parcels of land Olin Corporation’s Tax Assessment Appeals; and

**WHEREAS**, in 2007, Global Metals, LLC, now known as GBC Metals, LLC (“GBC”), obtained by quit claim deed from Olin all of the improvements on a parcel of real property in now identified as parcel 19-1-08-16-00-000-003.003 and Olin and GBC entered a 99-year lease whereby Olin leased the Property to GBC, and from and including the 2008 tax year, the real estate tax bills for the Property have been paid directly by GBC; and

**WHEREAS**, GBC Metals, LLC has requested a significant reduction in the value of the property and facilities for parcel 19-1-08-16-00-000-003.003 upon which the company pays property taxes; and

**WHEREAS**, a settlement agreement has been reached with GBC Metals, LLC pertaining to all pending appeals as well as future tax years; and

**WHEREAS**, this represents the final settlement of all parcels contained in the original Olin tax assessment appeal; and

**WHEREAS**, the agreement is subject to approval by all applicable taxing districts; and

**WHEREAS**, the Finance and Government Operations Committee recommends that the Madison County Board approve the agreement.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Madison that the Settlement and Intergovernmental Agreement between GBC Metals, LLC and Taxing Districts be hereby approved and that the County Board Chairman is authorized to sign the agreement, subject to final approval of the attorneys and assuming there are no substantial changes to the Agreement presented.

Respectfully submitted,

s/ Jack Minner

s/ Kelly Tracy

s/ William Meyer

s/ Jamie Goggin

s/ Larry Trucano

s/ Michael Holliday Sr.

**Finance and Government Operations Committee**



Settlement Agreement

Between

GBC Metals, LLC

And

Madison County Board of Review  
St. Louis Regional Airport Authority  
Village of East Alton, Illinois  
Lewis & Clark Community College District #536  
East Alton Library District  
Madison County, Illinois  
East Alton — Wood River High School District #14  
Wood River Township Road/Bridge District  
East Alton School District #13  
Wood River Township

Dated

July 15, 2015

**SETTLEMENT AGREEMENT**  
**("Agreement")**

**WHEREAS**, Olin Corporation ("Olin") owns certain real property located in Madison County, Illinois, which property is devoted to manufacturing and other uses; and

**WHEREAS**, in November of 2007, Global Metals, LLC, now known as GBC Metals, LLC ("GBC"), obtained by quit claim deed from Olin all of the improvements on a parcel of real property in Madison County, Illinois now identified as parcel 19-1-08-16-00-000-003.003 (referred to herein as the "Property") and Olin and GBC entered a 99-year lease whereby Olin leased the Property to GBC, and from and including the 2008 tax year, the real estate tax bills for the Property have been paid directly by GBC to Madison County; and

**WHEREAS**, GBC appealed the real property tax assessments for the Property for tax years 2008 through 2014 to the Illinois Property Tax Appeal Board ("PTAB"), following appeal to the Madison County Board of Review ("Madison County BOR");

**WHEREAS**, GBC appealed the real property tax assessments under the following Docket Nos. before PTAB: 2008-05194, 2009-01271, 2010-00850, 2011-02293, 2012-01660, 2014-02509 (the "PTAB Appeals"); and

**WHEREAS**, GBC also filed an appeal with the Appellate Court of Illinois for the Fifth District regarding PTAB's dismissal of GBC's appeal to PTAB regarding the 2012 taxes, PTAB Docket No. 2012-01660, which is still pending before the Appellate Court as Docket No. 5-14-0568 (the "Court Appeal"); and

**WHEREAS**, the Madison County BOR is deemed a party to all of the foregoing appeals pending before PTAB and the Appellate Court (collectively, the PTAB Appeals and the Court Appeal shall be referred to as the "Pending Appeals"); and

**WHEREAS**, the taxing districts below,

St. Louis Regional Airport Authority,  
Village of East Alton, Illinois,  
Lewis & Clark Community College District #536,  
East Alton Library District,  
Madison County, Illinois,  
East Alton—Wood River High School District #14,  
Wood River Township Road/Bridge District,  
East Alton School District #13,  
Wood River Township, and  
Wood River Township Hospital

(collectively, the "Taxing Districts") have an interest in the outcome of the Pending Appeals and oppose the reduction in assessment sought by GBC; and

**WHEREAS**, GBC has submitted appraisals in the Pending Appeals supporting reduction of the assessed value of the Property below the values arrived at by PTAB for the 2008 through 2014 tax years; and

**WHEREAS**, if GBC is successful in obtaining its appraisers' opinion of the assessed value of the Property, GBC would be entitled to recover significant refunds and statutory interest; and

**WHEREAS**, in the interest of avoiding further expense associated with the Pending Appeals and the potential for cash refunds to GBC for tax years 2008 through 2014, and to provide certainty and predictability with respect to the budgets of the Taxing Districts, GBC, the Taxing Districts and the Madison County BOR have determined it is in the public interest and in their respective interests to settle the Pending Appeals in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes unit of local government and school districts to contract and associate among themselves and with individual corporations in any manner not prohibited by law or by ordinance to obtain services, finances and other legitimate governmental objectives.

**NOW, THEREFORE**, GBC, the Taxing Districts and Madison County BOR, (collectively, the “Parties” or singularly, a “Party”), in consideration of their promises to each other, their undertakings set forth herein, and other good and valuable consideration, hereby contract among themselves and with each other, and agree to be bound as follows:

1. Recitals Part of This Agreement. The Parties agree that all recitals contained in the Preamble of this Agreement are true and correct and are hereby incorporated into this Agreement by this reference.
2. Definition of “Assessed Value.” In additional to the words and terms defined in the Recitals hereto, which definitions are incorporated herein, the term “Assessed Value” with respect to a parcel of real property for any tax year shall mean the combined total of the non-farm assessment and the farmland assessment and also including the value of all real property and improvements, which together shall comprise the assessed value of the parcel for purposes of the Madison County real estate tax bills prior to application of that year’s state or township equalization factor (sometimes called the “multiplier”).
3. Term of Agreement. Unless otherwise specified, the term of this Agreement shall be from the execution thereof through the end of the 2023 tax year.
4. Stipulated Assessed Value. Upon execution of this Agreement, GBC and the Taxing Districts shall stipulate to the Madison County BOR that the total Assessed Value of the Property, PIN 19-1-08-16-00-000-003.003, for real estate tax assessment purposes as of January 1, 2015 shall be reduced to six hundred ninety-nine thousand five dollars and seventy-five cents (\$699,005.75) (the “Stipulated Assessed Value”). The Madison County BOR agrees to adopt the Stipulated Assessed Value as the Assessed Value of the Property for tax years 2015 through 2023. The Parties’ stipulation shall also request the Madison County BOR to find the terms of the Agreement are just and that the BOR shall be bound by same to the extent permitted by law.
5. No Party To Take Action to Increase/Decrease Stipulated Assessed Value. Upon the reduction of the total Assessed Value as set forth in paragraph 4 above, for the term of this Agreement, and through and including the tax assessment valuation for the tax year commencing January 1, 2023, GBC, the Taxing Districts, and the Madison County BOR agree not to take any action to increase or decrease the Assessed Value of the Property for real estate tax purposes.
6. Taxing District Payments in the Event of Increased Assessed Value. During the term of this Agreement, in the event that the Assessed Value of the Property exceeds six hundred ninety-nine thousand five dollars and seventy-five cents (\$699,005.75) in any tax year, for any reason, including, without limitation, because (i) the Madison County Assessor or Madison County BOR does not abide by

this Agreement, or (ii) this Agreement is set aside or declared invalid or unenforceable for any reason, then the Taxing Districts each agree to pay to GBC, for any such tax year, the difference between the taxes that GBC pays for that tax year and that are disturbed to each Taxing District and the taxes that GBC would have paid to each Taxing District based on the stipulated Assessed Value for the Property. Any amounts due from the Taxing Districts to GBC under this paragraph 6 shall be due and payable by said Taxing Districts within fifteen (15) days after the Madison County Treasurer distributes the real estate taxes to each Taxing District following each installment of taxes for that tax year. If said amounts are not paid in a timely manner by the Taxing Districts directly to GBC, any funds due to GBC from the Taxing Districts under this paragraph shall be deemed tax refunds due to GBC in accordance with the procedure set forth in 35 ILCS 200/23-20 (in the same manner as if those refunds had been ordered through final order of PTAB or the court) and said refunds shall be made by the Madison County Collector from the next funds collected after said amounts become due until full payment of the refund with statutory interest under 35 ILCS 200/23-20 & 23. The Parties acknowledge and agree that this provision is not a penalty provision but a reasonable approximation of the damages that GBC will suffer if, for any reason, this Agreement is not enforced in accordance with the terms hereof.

7. GBC to Report Additions and Deletions to Property. Notwithstanding the foregoing, GBC agrees that it will report any additions, capital improvements or deletions to the Property to the Wood River Township Assessor and the Madison County Supervisor of Assessments (“Assessment Officials”) in a timely fashion and that, upon expiration of this Agreement, the Assessment Officials will determine the contribution or reduction to the market value of GBC caused by said additions, improvements or deletions.

8. Dismissal of Tax Appeals. Upon full execution of this Agreement, and provided that Madison County BOR has reduced the Assessed Value of the Property in accordance with paragraph 4 hereof, GBC will dismiss with prejudice, and with each party to bear its own costs, all of the Pending Appeals, including the PTAB Appeals and the Court Appeal.

9. Cooperation to Defend Agreement. Following full execution of this Agreement, if any other individual or entity takes any action to increase the Assessed Value of the Property beyond the stipulated amount set forth herein during the term of this Agreement, the Taxing Districts agree to join GBC in opposition to said increase, and will use their reasonable efforts to defend the Assessed Value agreed upon in this Agreement. If any individual or entity takes action to decrease the assessed value of the Property during the term of this Agreement, GBC will use its reasonable efforts to oppose and defeat the same.

10. Successors and Assigns. This Agreement shall not only be binding upon GBC and the Taxing Districts hereto, and insure to the respective benefit of the Parties hereto, but shall also be binding upon and shall insure to the benefit of their agents, employees, representatives, administrators, successors and assigns. GBC shall ensure that as part of any transaction regarding transfer or other disposition of all or part of the Property that the terms of this Agreement are known to and binding upon any transferee, assignee or successor of GBC. Upon execution of this Agreement, GBC shall promptly record this Agreement with the Recorder of Deeds of Madison County, or such officer fulfilling the function of a recorder of deeds within said County.

11. Agreement to Meet. The Parties hereto, or their representatives, agree to meet not later than December 31, 2021, to discuss potential extension and/or amendments to this Agreement upon the expiration of the terms hereof.

12. Notices. All notices, demands and other communications between the Parties required or appropriate hereunder shall be in writing and deemed given if mailed, postage prepaid, to the

addresses set forth below for said Party's representative and/or counsel to whom addressed as set forth below, or to such other address as may be designated by either party, from time to time in writing.

All notices to GBC shall be directed to:

GBC Metals, LLC  
c/o Susan Fishbein, Esq.  
205 Lewis & Clark Blvd.  
East Alton, Illinois 62024

With a copy to GBC's counsel:

Daniel C. Nester, Esq.  
Bryan Cave LLP  
211 N. Broadway, Suite 3600  
St. Louis, MO 63102

All notices to the Taxing Districts shall be directed to:

St. Louis Regional Airport Authority  
8 Terminal Drive  
East Alton, IL 62024

Village of East Alton, Illinois  
Mayor  
Municipal Building  
119 West Main Street  
East Alton, IL 62024

Lewis & Clark Community College District #536  
Chairman  
5800 Godfrey Road  
Godfrey, IL 62035

East Alton Library District  
250 Washington Ave.  
East Alton, IL 62024

Madison County, Illinois  
157 N. Main Street  
Edwardsville, IL 62025

East Alton—Wood River High School District #14  
Superintendent  
777 N. Wood River Ave.  
Wood River, IL 62095

East Alton School District #13  
Superintendent  
210 East St. Louis Ave.  
East Alton, IL 62024

Wood River Township  
Township Supervisor  
41 S. Ninth St.  
East Alton, IL 62024

With a copy to the Taxing District's counsel:

Robert L. Jackstadt, Esq.  
Tueth Keeney Coop Mohan & Jackstadt, P.C.  
101 West Vandalia, Suite 210  
Edwardsville, IL 62025

13. Intergovernmental Agreement. This Agreement shall be considered, construed and applied and given effect as an intergovernmental agreement, as well as a settlement agreement, and it is the intent of all parties to claim all additional benefits and authorities, and to accept all additional responsibilities that flow from an intergovernmental agreement under the provisions of the Illinois Constitution, Article VII, Section 10.

14. Illegality of Agreement. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be illegal; provided, however, that in the event any such illegality prevents the Madison County BOR's reduction of the Assessed Value of the Property as set forth in paragraph 4 hereof for any tax year covered by this Agreement, then the Taxing Districts shall be liable for the payment of the refunds to GBC in accordance with paragraph 6 hereof.

15. Execution in Counterparts. This Agreement may be signed in one or more counterparts, and each separate signature will be considered as having been signed to one original document.

16. Parties Duly Authorized to Execute. Each person executing this Agreement warrants that he or she has been authorized to sign on behalf of, and to bind, his or her respective entity, and that the formal steps required by law, ordinance, charter, bylaws and the like of his or her respective public or private entity to authorize the execution of this Agreement on behalf of, and to bind, the said entity have been satisfied.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals this on or before the day and year written below.

GBC METALS, LLC

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

MADISON COUNTY BOARD OF REVIEW

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

ST. LOUIS REGIONAL AIRPORT AUTHORITY

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

LEWIS & CLARK COMMUNITY COLLEGE  
DISTRICT #536

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

EAST ALTON LIBRARY DISTRICT

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

MADISON COUNTY, ILLINOIS

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

EAST ALTON—WOOD RIVER HIGH SCHOOL  
DISTRICT #14

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

WOOD RIVER TOWNSHIP ROAD/BRIDGE  
DISTRICT

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

EAST ALTON SCHOOL DISTRICT #13

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

WOOD RIVER TOWNSHIP

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE PURCHASE OF EXCESS LIABILITY, PROPERTY AND  
EARTHQUAKE INSURANCE COVERAGE**

**WHEREAS**, Madison County has requested quotes for excess liability coverage; a commercial property insurance package and earthquake coverage; and

**WHEREAS**, States Self-Insurers Risk Retention Group, Incorporated has provided a comprehensive renewal quote for excess liability coverage on an occurrence form basis with a \$1 million self-insured retention and a \$10 million aggregate for general, auto, public officials, law enforcement, employment practices and professional liability coverage for the premium of \$210,784; and

**WHEREAS**, Hartford Insurance Company has presented a comprehensive property insurance proposal including \$5M earthquake coverage for an estimated premium of \$132,522; and

**WHEREAS**, RSUI Indemnity has proposed excess earthquake insurance to the value of \$30,000,000 for the estimated premium of \$68,148; and

**WHEREAS**, Endurance American Specialty Insurance Company has proposed excess earthquake insurance to the value of \$15,000,000 for the estimated premium of \$20,781;

**NOW, THEREFORE, BE IT RESOLVED** that Madison County purchase the States Self-Insurers Risk Retention Group excess liability coverage with a \$1 million self-insured retention, the Hartford Insurance Company commercial property package, and the RSUI Indemnity and Endurance American Specialty Insurance Company earthquake policies at the above premiums totaling \$432,235 for a one year period commencing July 22, 2015.

**BE IT FURTHER RESOLVED THAT** Madison County continue our contract with Claims Management Incorporated, providing modified claims adjusting services, for a monthly fee of \$725.00 and Medicare Section 111 mandatory reporting for a yearly fee of \$1,000, under the Self-funded Liability Program for the period of 7/22/2015 through 7/22/2017.

Respectfully submitted by:

s/ Jack Minner  
s/ Kelly Tracy  
s/ Michael Holliday  
s/ William Meyer  
s/ Jamie Goggin  
s/ Larry Trucano

**Finance and Government Operations Committee**



**A RESOLUTION AUTHORIZING AN INCREASE IN FUNDING FOR THE LANDING AT  
BELLE MEADOW**

**WHEREAS**, Madison County has funds available in the HOME Investments Partnership Program (HOME) for affordable housing development projects; and

**WHEREAS**, HOME funds are used to expand the supply of decent, safe, affordable housing, to make new construction of housing feasible, and to promote the development of partnerships among local governments, private industry, and non-profits to utilize resources to provide such housing; and

**WHEREAS**, The Landing at Belle Meadow has applied for funds for Rental Rehabilitation; and

**WHEREAS**, The Landing at Belle Meadow is requesting an additional \$300,000 in HOME funds to provide financing for the substantial rehabilitation of 60 rental units, consisting of 15 one-bedroom, 21 two bedroom, 21 three bedroom and 3 four bedroom units.

**NOW, THEREFORE, BE IT RESOLVED** that the County Board authorizes a HOME Program grant of \$300,000 for project financing, to the Justine Petersen Housing and Reinvestment Corporation contingent upon: (1) clearance on any environmental issues, (2) securing the commitment of other funding sources, (3) mutually satisfactory security agreements, and (4) compliance with all regulatory issues pertaining to the HOME program.

Respectfully submitted,

s/ Bruce Malone

s/ Gussie Glasper

s/ Tom McRae

s/ Judy Kuhn

s/ Bill Meyer

s/ Liz Dalton

**Grants Committee**

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF THE 2015-2019 CONSOLIDATED PLAN**

**WHEREAS**, the United States Department of Housing and Urban Development provide Community Development Block Grant (CDBG) and HOME Investment Partnership program funding to eligible entitlement communities; and

**WHEREAS**, Madison County, Alton and Granite City are Entitlement Communities for the CDBG funding, and have formed a Consortium for the HOME funding; and

**WHEREAS**, the Madison County Community Development Department has been designated as the lead agency on the preparation of the 2015-2019 Consolidated Plan; and

**WHEREAS**, it is necessary to submit a Consolidated Plan to HUD for the receipt of the Community Development Block Grant (CDBG) and HOME Investment Partnership; and

**WHEREAS**, the Community Development Department has developed a Consolidated Plan for the years 2015-2019;

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Madison, Illinois, hereby authorizes the filing of the 2015-2019 Consolidated Plan with the Department of Housing and Urban Development; and

**BE IT FURTHER RESOLVED** that the County Board hereby directs and designates the Chairman to act as the County's authorized representative in connection with the 2015-2019 Consolidated Plan and to provide such additional information to the Department of Housing and Urban Development as may be required.

s/ Bruce Malone  
s/ Liz Dalton  
s/ Bill Meyer  
s/ Tom McRae  
s/ Judy Kuhn  
s/ Gussie Glasper  
**Grants Committee**

**RESOLUTION AWARDING BIDS FOR WEATHERIZATION HVAC CONTRACTOR**

**WHEREAS**, Madison County administers the Illinois Home Weatherization Assistance Program (IHWAP); and

**WHEREAS**, bids were solicited using the State of Illinois DCEO procurement and evaluation guidelines for weatherization materials and furnace contractors for the 2016 program year; and

**WHEREAS**, attached are the aggregated bids for those qualified HVAC Contractors that met all specifications contained in the respective bid packets (#1 and #2);

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Madison County, Illinois that the 1<sup>ST</sup> and 2<sup>ND</sup> HVAC Packets 2016 Weatherization Furnace Contract be awarded to SUN SERVICE (Packet 1); and NOWELLS HEATING & COOLING (Packet 2);

**BE IT FURTHER RESOLVED** that the Chairman be authorized to sign the contract and other documents as appropriate pertaining to the above.

**BE IT FURTHER RESOLVED** that the County Board hereby directs and designates the Community Development Department to act as the County's authorized representative in connection with the Madison County Weatherization Program.

Respectfully submitted by,

s/ Bruce Malone  
s/ Judy Kuhn  
s/ Liz Dalton  
s/ Gussie Glasper  
s/ Tom McRae  
s/ Bill Meyer  
**Grants Committee**

s/ Jack Minner  
s/ Kelly Tracy  
s/ Michael Holliday, Sr.  
s/ William Meyer  
s/ Jamie Goggin  
s/ Larry Trucano  
**Finance & Gov. Operations Committee**

Madison County  
Health Department

<b>Environmental Health</b>	<b>YTD</b>
Food Inspections Conducted	1382
Food Facility Re-Inspections	219
Water Well Permits Issued	25
New Water Wells Inspected	16
Sealed Water Wells Inspected	3
Closed Loop Well Permits Issued	13
Tanning Facility Inspections	17
Mosquito Pools Tested for WNV	30
Dead Birds Tested for WNV	1
Body Art Facility Inspections	15
<b>Health Promotion</b>	<b>YTD</b>
Presentations	62
Community/ School Events	22
<b>Emergency Preparedness and Response</b>	<b>YTD</b>
Medical Reserve Corps Members	287
<b>Personal Health Services</b>	<b>YTD</b>
Immunization Patients Seen	988
Immunizations Administered	2612
Vision Screens Performed	1619
Hearing Screens Performed	1699
Tuberculin Skin Tests Administered	145
Tuberculin Skin Test Read	141
New Cases Mycobacterium Tuberculosis Disease	0
Chickenpox/Varicella Cases Investigated	25
Chlamydia Cases Investigated	467
Cluster Illness Cases Investigated	18
Cryptosporidiosis Cases Investigated	2
Enteric Escherichia coli Cases Investigated	2
Gonorrhea Cases Investigated	102
Haemophilus Influenzae, Meningitis/Invasive Cases Investigated	14
Hepatitis A Cases Investigated	14
Hepatitis B Cases Investigated	31
Hepatitis C Cases Investigated	193
Human Immunodeficiency Virus (HIV) Infection	20
Influenza - ICU, Death or Novel Reported	12
Legionellosis Cases Investigated	2
Lyme Disease Cases Investigated	7
Neisseria Meningitidis, Meningitis/Invasive Cases Investigated	1
Pertussis Cases Investigated	18
Rabies, potential human exposure	31
Salmonellosis Cases Investigated	10
Shigellosis Cases Investigated	19
Syphilis Cases Investigated	12

**RESOLUTION TO AWARD CONTRACT FOR THE PURCHASE OF DIGITICKET  
ELECTRONIC TICKET SOLUTION FOR THE MADISON COUNTY CIRCUIT CLERK  
DEPARTMENT**

Mr. Chairman and Members of the County Board:

**WHEREAS**, the Madison County Circuit Clerk Department wishes to purchase digiTICKET Electronic Ticketing Solution; and,

**WHEREAS**, this digiTICKET Electronic Ticketing Solution is available from Saltus Technologies, LLC as the sole source vendor; and,

Saltus Technologies, LLC  
907 S. Detroit Ave.  
Tulsa, OK 74120.....\$49,233.00

**WHEREAS**, Saltus Technologies, LLC met all specifications at a total contract price of Forty-nine thousand two hundred thirty-three dollars (\$49,233.00); and,

**WHEREAS**, it is the recommendation of the Madison County Circuit Clerk Department to purchase said digiTICKET Electronic Ticketing Solution from Saltus Technologies, LLC of Tulsa, OK; and,

**WHEREAS**, the total cost for this expenditure will be paid from the Circuit Clerk E-Citation funds; and,

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Madison County Illinois, that the County Board Chairman be hereby directed and designated to execute said contract with Saltus Technologies, LLC of Tulsa, OK for the digiTICKET Electronic Ticketing Solution.

Respectfully submitted by,

\_\_\_\_\_  
Steve Brazier

s/ Jack Minner  
Jack Minner

\_\_\_\_\_  
Gussie Glasper

s/ Michael Holliday Dr.  
Michael Holliday Sr.

\_\_\_\_\_  
Terry Davis

s/ Larry Trucano  
Larry Trucano

\_\_\_\_\_  
Mike Walters

s/ Kelly Tracy  
Kelly Tracy

\_\_\_\_\_  
Liz Dalton

\_\_\_\_\_  
Ann Gorman

\_\_\_\_\_  
Robert Pollard

s/ William Meyer  
Bill Meyer

\_\_\_\_\_  
Jamie Goggin  
**Judiciary Committee**

s/ Jamie Goggin  
Jamie Goggin  
**Finance & Government Operations Committee**

**RESOLUTION – Z15-0058**

**WHEREAS**, on the 25<sup>th</sup> day of June 2015, a public hearing was held to consider the petition of Dillon Smith, Trustee for owner of record, requesting a Special Use Permit as per Article 93.923, Section D, Item 21 of the Madison County Zoning Ordinance in order to continue placement of a double-wide manufactured home on site for the occupancy of Cullen and Jenny Urick for a period not to exceed five years. This is located in an Agricultural District in Hamel Township, more commonly known as 6254 Old Carpenter Road, Edwardsville, Illinois; and,

**WHEREAS**, The Madison County Zoning Board of Appeals has submitted its Findings for the aforesaid petition; and,

**WHEREAS**, it was the recommendation in the aforesaid Report of Findings of the Madison County Zoning Board of Appeals and the Planning and Development Committee that the petition of Dillon Smith be as follows: Denied; and,

**WHEREAS**, it is the opinion of the County Board of Madison County that the Findings made by the Madison County Zoning Board of Appeals should be approved and Resolution adopted.

**NOW, THEREFORE BE IT RESOLVED** that this resolution is approved and shall take effect immediately upon its adoption.

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Bill Meyer, Chairman

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Jack Minner

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Brenda Roosevelt

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Brad Maxwell

\_\_\_\_\_  
Kelly Tracy

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Robert Pollard

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Helen Hawkins  
**Planning & Development Committee**

**June 25, 2015**

**Finding Of Fact and Recommendations**

**Mr. Michael Campbell called the meeting to order at 8:30 A.M. in the office of the Madison County Planning and Development Department.**

**Present were Misters Campbell, Davis, Dauderman, Janek, and Koeller.  
Absent were Misters, Sedlacek.**

The Board of Appeals, established by the Chairman and the Board of Supervisors and provided for under the terms of the Madison County Zoning Ordinance, 1963 and all subsequent amendments/revisions thereto do hereby submit the Reports and Recommendations on the following:

<b>File #Z15-0058 – Dillon Smith</b>	<b>(Hamel Township)</b>
<b>File #Z15-0064 – Matthew Hartweger</b>	<b>(Wood River Township)</b>
<b>File #Z15-0062 – Michael Daube</b>	<b>(Hamel Township)</b>
<b>File #Z15-0060 – David Royer</b>	<b>(Olive Township)</b>
<b>File #Z15-0063 – Sarah Deatherage</b>	<b>(St. Jacob Township)</b>
<b>File #Z15-0061 – Lance Hord</b>	<b>(Chouteau Township)</b>

**Z15-0058** – Petition of Dillon Smith, Trustee for owner of record, requesting a Special Use Permit as per Article 93.923, Section D, Item 21 of the Madison County Zoning Ordinance in order to continue placement of a double wide manufactured home on site for the occupancy of Cullen and Jenny Urick for a period not to exceed five years. This is located in an Agricultural District in Hamel Township, more commonly known as **6254 Old Carpenter Road**, Edwardsville, Illinois PPN#11-2-10-18-00-000-020 **(03)**

**June 4, 2015**

A **motion** was made by Mr. Sedlacek and seconded by Mr. Koeller that the petition of Dillon Smith be as follows: “Tabled for a period not to exceed sixty (60) days.”

Voice Vote

Ayes to the motion: Misters, Davis, Janek, Koeller, and Sedlacek.  
Nays to the motion: Misters, none.  
Absent were Misters, Dauderman.  
Where upon the Chairman declared the petition tabled.

**June 25, 2015**

A **motion** was made by Mr. Davis and seconded by Mr. Koeller that the petition of Dillon Smith be as follows: “Removed from the table for consideration.”

Voice Vote

Ayes to the motion: Misters, Campbell, Davis, Dauderman, and Koeller.  
Nays to the motion: Misters, none.  
Absent were Misters: Sedlacek.  
Where upon the Chairman declared the petition removed from the table.  
A **motion** was made by Mr. Koeller and seconded by Mr. Davis that the petition of Dillon Smith be as follows: “Denied.”

**The Finding of Fact of the Board of Appeals:** I. The notice of Public Hearing was posted on the property in accordance with the terms of the ordinance; II. The legal notice appeared in the newspaper and meets the requirements of the ordinance for publication; III. The adjoining property owners were notified by mail of the time and date of the public hearing; IV. Dillon Smith, applicant, stated that he is requesting a special use permit in order to continue the placement of a double-wide manufactured home for the sole occupancy of Cullen and Jenny Urick. Mr. Smith stated that previous hearings were conducted in the past for the subject manufactured home, approving the continued placement to date. Mr. Smith stated that the manufactured home and the property are well maintained and have not been subject to violation of County Ordinances; V. Steve Wilper, nearby property owner of 6315 Old Carpenter Road, spoke in opposition to the request. Mr. Wilper stated concerns with a manufactured home being located on a street that contains all housing on a permeant foundation, creating a negative precedent of allowing manufactured homes in the area and creating an unfair property tax assessment. Mr. Wilper stated that the manufactured home was originally located on the subject property in order to accommodate the housing needs of an elderly parent by the previous property owner. Mr. Wilper stated that now that the elderly parent is no longer residing in the manufactured home, he has concerns with the property becoming a rental unit and absentee landlords. Mr. Wilper submitted a letter of objection for the record; VI. Debra Hood, adjoining property owner to the north at 6260 Old Carpenter Road spoke in opposition to the request. Mrs. Hood stated that there are no other manufactured homes on Old Carpenter Road and that the continuance of the subject manufactured home would set a negative precedent. Mrs. Hood stated that when she purchased the property in 2004, a Special Use Permit was in place at the time to allow Mary Kreamalmeyer, elderly parent of the previous property owner, to remain on the property due to being disabled. Mrs. Hood stated she was told by the previous property owner, Cody Kreamalmeyer, that the manufactured home would be removed once the elderly parent no longer resided in the manufactured home. Mrs. Hood stated that the special use permit would have a detrimental impact on the surrounding area. Mrs. Hood submitted a letter of opposition for the record; VII. Larry Gaertner, adjoining property owner to the west at 6243 Old Carpenter Road, spoke in opposition to the request stating that during the consideration of the original placement of the manufactured home in 1985, he was told that the manufactured home would be removed once there was no longer a need for the elderly parent to live there; VIII. Raymond Kerkemeyer, nearby property owner of 6461 Old Carpenter Road, spoke in opposition to the request; IX. Shannon Van Patten, nearby property owner of 6264 Old Carpenter Road, spoke in opposition to the request, stating that she was bothered by the placement of the trailer when she originally purchased her property, but was told that the trailer would be removed once the elderly parent left; X. Cody Kreamalmeyer, previous property owner of the subject property, spoke in support of the request, stating that he always abided by all zoning laws and requirements of the County. Mr. Kreamalmeyer stated that he never guaranteed that the manufactured home would be removed when his mother no longer lived there. Mr. Kreamalmeyer submitted an appraisal of the subject property from 2010 that the property and manufactured home appraised for \$90,000; XI. Nancy Nekola and Vicky Hamlet, nearby property owners of 6273 Old Carpenter Road, spoke in opposition to the request; XII. Dillion Smith, applicant, stated during his closing comments that there have been comments for and against the request. Mr. Smith stated that concerns raised by those opposing the request are worried about what might happen and not what has happened. Mr. Smith stated that there have been no violations on the property and that the manufactured home existed before many of those opposing the request moved to the area. Mr. Smith stated that placement of the manufactured home does not diminish the value of the surrounding area; XIII. A petition containing thirty-two (32) signatures of adjacent and nearby property owners opposing the request was submitted to the Board of Appeals; XIV. A letter of support was submitted to the Board of Appeals by Vincent Allaria, nearby property owner of 6212 Old Carpenter Road; XV. A letter of support was submitted to the Board of Appeals by Tracey Burns, nearby property owner of 6228 Old Carpenter Road; XVI. A letter of support was submitted to the Board of Appeals by Dawn Burns, nearby property owner of 6234 Old Carpenter Road; XVII. A letter of support was submitted by Claudia Bohley, nearby property owner of 6224 Old Carpenter Road; XVIII. The Board of Appeals notes for the record that the subject manufactured home was originally approved for the residency of an elderly parent who no longer has a need to utilize the manufactured home; XIX. The Board of Appeals notes for the record



that the proposed special use permit request would not be compatible with the surrounding area; XX. The Board of Appeals feels that to allow this request would cause a detrimental effect on adjoining properties; XXI. The Board of Appeals notes that the Comprehensive Plan, Madison County Zoning Ordinance, and the zoning file were taken into consideration.

Roll Call Vote.

Ayes to the motion: Misters, Campbell, Davis, Dauderman, and Koeller.

Nays to the motion: Misters, none.

Absent were Misters: Sedlacek.

Where upon the Chairman declared the motion denied

**RESOLUTION – Z15-0064**

**WHEREAS**, on the 25<sup>th</sup> day of June 2015, a public hearing was held to consider the petition of Matthew Hartweger, owner of record, requesting a Variance as per Article 93.025, Section D, Item 5 of the Madison County Zoning Ordinance in order to permit a primary structure to be 13.5 feet from the east property line instead of the required 30 feet. This is located in an R-3 Single Family Residential District in Wood River Township, more commonly known as 59 Harvel Court, Cottage Hills, Illinois; and,

**WHEREAS**, The Madison County Zoning Board of Appeals has submitted its Findings for the aforesaid petition; and,

**WHEREAS**, it was the recommendation in the aforesaid Report of Findings of the Madison County Zoning Board of Appeals and the Planning and Development Committee that the petition of Matthew Hartweger be as follows: Granted; and,

**WHEREAS**, it is the opinion of the County Board of Madison County that the Findings made by the Madison County Zoning Board of Appeals should be approved and Resolution adopted.

**NOW, THEREFORE BE IT RESOLVED** that this resolution is approved and shall take effect immediately upon its adoption.

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Bill Meyer, Chairman

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Jack Minner

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Brenda Roosevelt

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Brad Maxwell

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Kelly Tracy

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Robert Pollard

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Helen Hawkins

**Planning & Development Committee**

**Z15-0064** – Petition of Matthew Hartweger, owner of record, requesting a Variance as per Article 93.025, Section D, Item 5 of the Madison County Zoning Ordinance in order to permit a primary structure to be 13.5 feet from the east property line instead of the required 30. This is located in an R-3 Single Family Residential District in Wood River Township, more commonly known as **59 Harvel Court**, Cottage Hills, Illinois 19-2-08-11-01-109-027 **(13)**

A **motion** was made by Mr. Koeller and seconded by Mr. Davis that the petition of Matthew Hartweger be as follows: “Granted.”

**The Finding of Fact of the Board of Appeals:** I. The notice of Public Hearing was posted on the property in accordance with the terms of the ordinance; II. The legal notice appeared in the newspaper and meets the requirements of the ordinance for publication; III. The adjoining property owners were notified by mail of the time and date of the public hearing; IV. Matthew Hartweger, applicant and property owner, stated that he is seeking a variance in order to permit a primary structure to be 13.5 feet from the rear property line instead of the required 30 feet. Mr. Hartweger stated that he originally intended on constructing a detached garage, which he received a building permit to construct. Mr. Hartweger stated that during the construction process, the detached garage was found to be too tall for the residential district requirements. Mr. Hartweger stated that he chose to apply for a building setback variance in lieu of a building height variance in order to connect the detached garage to the dwelling, which would eliminate the building height issue. Mr. Hartweger stated that he wants to continue to improve his property; V. Chris and Becky Elledge, nearby resident who did not provide a property address, spoke in opposition to the request stating concerns with following zoning laws and impacts on the natural waterway to the creek; VI. Janette Elledge, nearby resident who did not provide a property address, spoke in opposition to the request due to impacts to the fire code; VII. Kevin Dilly, nearby property owner of 106 Haven Street, spoke in opposition to the request; VIII. Jean Greer, adjoining property owner to the west at 60 Harvel Court, spoke in support of the request, stating that the applicant’s request to encroach on the east property line will not have an impact on any of those opposed to the request; IX. Leah Sikes, wife of the applicant Matthew Hartweger and property owner, stated that the opposition to the request is retaliation from a neighborhood dispute involving riding dirt bikes; X. The Board of Appeals notes for the record that the proposed variance request would be compatible with the surrounding area; XI. The Board of Appeals feels that to allow this request would not cause a detrimental effect on adjoining properties; XII. The Board of Appeals notes that the Comprehensive Plan, Madison County Zoning Ordinance, and the zoning file were taken into consideration.

Voice Vote.

Ayes to the motion: Misters, Campbell, Davis, and Koeller.

Nays to the motion: Misters, none.

Absent were Misters: Sedlacek.

Where upon the Chairman declared the motion duly adopted.

**RESOLUTION – Z15-0062**

**WHEREAS**, on the 25<sup>th</sup> day of June 2015, a public hearing was held to consider the petition of Michael D. Daube, owner of record, requesting a Variance as per Article 93.052, Section H of the Madison County Zoning Ordinance in order to construct a metal accessory building in an R-2 Single Family Residential District. This is located in Hamel Township more commonly known as 8731 Trio Lane, Edwardsville, Illinois; and,

**WHEREAS**, The Madison County Zoning Board of Appeals has submitted its Findings for the aforesaid petition; and,

**WHEREAS**, it was the recommendation in the aforesaid Report of Findings of the Madison County Zoning Board of Appeals and the Planning and Development Committee that the petition of Michael D. Daube be as follows: Granted; and,

**WHEREAS**, it is the opinion of the County Board of Madison County that the Findings made by the Madison County Zoning Board of Appeals should be approved and Resolution adopted.

**NOW, THEREFORE BE IT RESOLVED** that this resolution is approved and shall take effect immediately upon its adoption.

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Bill Meyer, Chairman

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Jack Minner

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Brenda Roosevelt

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Brad Maxwell

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Kelly Tracy

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Robert Pollard

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Helen Hawkins  
**Planning & Development Committee**

**Z15-0062** – Petition of Michael D. Daube, owner of record, requesting a Variance as per Article 93.052, Section H of the Madison County Zoning Ordinance in order to construct a metal accessory building in a R-2 Single Family Residential District. This is located in Hamel Township more commonly known as **8731 Trio Lane**, Edwardsville, Illinois PPN# 11-2-10-22-12-201-007 **(03)**

A **motion** was made by Mr. Davis and seconded by Mr. Dauderman that the petition of Michael Daube be as follows: “Granted.”

**The Finding of Fact of the Board of Appeals:** I. The notice of Public Hearing was posted on the property in accordance with the terms of the ordinance; II. The legal notice appeared in the newspaper and meets the requirements of the ordinance for publication; III. The adjoining property owners were notified by mail of the time and date of the public hearing and none were in attendance; IV. Michael Daube, applicant and property owner, stated that he is requesting to construct a new metal accessory building on his property for personal use; V. The Board of Appeals notes for the record that there is an existing metal accessory building located on Trio Lane; VI. The Board of Appeals notes for the record that the proposed variance request would be compatible with the surrounding area; VII. The Board of Appeals feels that to allow this request would not cause a detrimental effect on adjoining properties; VIII. The Board of Appeals notes that the Comprehensive Plan, Madison County Zoning Ordinance, and the zoning file were taken into consideration.

Voice Vote.

Ayes to the motion: Misters, Campbell, Davis, and Koeller.

Nays to the motion: Misters, none.

Absent were Misters: Sedlacek.

Where upon the Chairman declared the motion duly adopted.

**RESOLUTION – Z15-0060**

**WHEREAS**, on the 25<sup>th</sup> day of June 2015, a public hearing was held to consider the petition of David Royer, owner of record, requesting a Special Use Permit as per Article 93.023, Section D, Item 21 of the Madison County Zoning Ordinance in order to continue placement of a double-wide manufactured home on site for the occupancy of David Royer and family for a period not to exceed five years. This is located in an Agricultural District in Olive Township more commonly known as 8936 Burcham Drive, New Douglas, Illinois; and,

**WHEREAS**, The Madison County Zoning Board of Appeals has submitted its Findings for the aforesaid petition; and,

**WHEREAS**, it was the recommendation in the aforesaid Report of Findings of the Madison County Zoning Board of Appeals and the Planning and Development Committee that the petition of David Royer be as follows: I. That the Special Use Permit is granted for the sole usage of David Royer and family for a period not to exceed five (5) years. Any change of ownership will require a new Special Use Permit; II. The owner and occupant shall keep the property and manufactured home in compliance with all Madison County Ordinances; III. The owner shall apply for an amendment to this Special Use Permit for any future alterations, modifications, or enlargement of the manufactured home; IV. Failure by the owner or occupant to comply with the conditions of the Special Use Permit will cause revocation of the same and immediate removal of manufactured home will be required; V. The owner shall remove the manufactured home when the need for this Special Use Permit no longer exists; and,

**WHEREAS**, it is the opinion of the County Board of Madison County that the Findings made by the Madison County Zoning Board of Appeals should be approved and Resolution adopted.

**NOW, THEREFORE BE IT RESOLVED** that this resolution is approved and shall take effect immediately upon its adoption.

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Bill Meyer, Chairman

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Jack Minner

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Brenda Roosevelt

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Brad Maxwell

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Kelly Tracy

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Robert Pollard

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Helen Hawkins

**Planning & Development Committee**

**Z15-0060** – Petition of David Royer, owner of record, requesting a Special Use Permit as per Article 93.023, Section D, Item 21 of the Madison County Zoning Ordinance in order to continue placement of a double wide manufactured home on site for the occupancy of David Royer and family for a period not to exceed five years. This is located in an Agricultural District in Olive Township more commonly known as **8936 Burcham Drive**, New Douglas, Illinois PPN# 08-1-05-12-00-000-012.001 **(03)**

A **motion** was made by Mr. Koller and seconded by Mr. Dauderman that the petition of David Royer be as follows: I. That the Special Use Permit is granted for the sole usage of David Royer and family for a period not to exceed five (5) years. Any change of ownership will require a new Special Use Permit; II. The owner and occupant shall keep the property and manufactured home in compliance with all Madison County Ordinances; III. The owner shall apply for an amendment to this Special Use Permit for any future alterations, modifications, or enlargement of the manufactured home; IV. Failure by the owner or occupant to comply with the conditions of the Special Use Permit will cause revocation of the same and immediate removal of manufactured home will be required; V. The owner shall remove the manufactured home when the need for this Special Use Permit no longer exists.

**The Finding of Fact of the Board of Appeals:** I. The notice of Public Hearing was posted on the property in accordance with the terms of the ordinance; II. The legal notice appeared in the newspaper and meets the requirements of the ordinance for publication; III. The adjoining property owners were notified by mail of the time and date of the public hearing and none were in attendance; IV. Brooke Royer, daughter of the applicant and property owner, stated that her family is requesting a special use permit in order to continue the placement of a double wide manufactured home to be used as a residence for a period not to exceed five years; V. The Board of Appeals notes for the record that the proposed special use permit request would be compatible with the surrounding area; VI. The Board of Appeals feels that to allow this request would not cause a detrimental effect on adjoining properties; VII. The Board of Appeals notes that the Comprehensive Plan, Madison County Zoning Ordinance, and the zoning file were taken into consideration.

Voice Vote.

Ayes to the motion: Mistery, Campbell, Davis, and Koeller.

Nays to the motion: Mistery, none.

Absent were Mistery: Sedlacek.

Where upon the Chairman declared the motion duly adopted.

**RESOLUTION – Z15-0063**

**WHEREAS**, on the 25<sup>th</sup> day of June 2015, a public hearing was held to consider the petition of Sarah Deatherage, owner of record, requesting a variance as per Article 93.061 Section A of the Madison County Zoning Ordinance in order to install a private sewage system on a lot that is less than the required 40,000 square feet. This is located in an R-3 Single Family Residential District in St. Jacob Township, more commonly known as 70 Stonebrook Drive, Highland, Illinois; and,

**WHEREAS**, The Madison County Zoning Board of Appeals has submitted its Findings for the aforesaid petition; and,

**WHEREAS**, it was the recommendation in the aforesaid Report of Findings of the Madison County Zoning Board of Appeals and the Planning and Development Committee that the petition of Sarah Deatherage be as follows: Granted; and,

**WHEREAS**, it is the opinion of the County Board of Madison County that the Findings made by the Madison County Zoning Board of Appeals should be approved and Resolution adopted.

**NOW, THEREFORE BE IT RESOLVED** that this resolution is approved and shall take effect immediately upon its adoption.

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Bill Meyer, Chairman

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Jack Minner

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Brenda Roosevelt

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Brad Maxwell

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Kelly Tracy

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Robert Pollard

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Helen Hawkins  
**Planning & Development Committee**



**Z15-0063** – Petition of Sarah Deatherage, owner of record, requesting a variance as per Article 93.061 Section A of the Madison County Zoning Ordinance in order to install a private sewage system on a lot that is less than the required 40,000 square feet. This is located in an R-3 Single Family Residential District in St. Jacob Township, more commonly known as **70 Stonebrook Drive**, Highland, Illinois PPN# 05-2-23-10-01-101-055 **(04)**

A **motion** was made by Mr. Dauderman and seconded by Mr. Davis that the petition of Sarah Deatherage be as follows: “Granted.”

**The Finding of Fact of the Board of Appeals:** I. The notice of Public Hearing was posted on the property in accordance with the terms of the ordinance; II. The legal notice appeared in the newspaper and meets the requirements of the ordinance for publication; III. The adjoining property owners were notified by mail of the time and date of the public hearing; IV. Judy Steel, family friend, spoke on behalf of the applicant. Ms. Steel stated that the applicant and property owner, Sarah Deatherage, is seeking to construct a new home on the subject property that would utilize a private sewage system. Ms. Steel explained that the applicant is seeking a variance in order to construct a new private sewage system on a lot that is less than 40,000 square feet; V. Glenn Prueter, nearby property owner of 68 Stonebrook Drive, spoke in support of the request; VI. Sandy Satchfield, adjoining property owner to the east at 69 Stonebrook Drive, spoke in support of the request; VII. The Board of Appeals notes for the record that the applicant provided a soil evaluation report which was reviewed by the Planning and Development Department and found that the subject property contained suitable soils for a new private sewage system; VIII. The Board of Appeals notes for the record that the proposed variance request would be compatible with the surrounding area; IX. The Board of Appeals feels that to allow this request would not cause a detrimental effect on adjoining properties; X. The Board of Appeals notes that the Comprehensive Plan, Madison County Zoning Ordinance, and the zoning file were taken into consideration.

Voice Vote.

Ayes to the motion: Misters, Campbell, Davis, and Koeller.

Nays to the motion: Misters, none.

Absent were Misters: Sedlacek.

Where upon the Chairman declared the motion duly adopted.

**RESOLUTION – Z15-0061**

**WHEREAS**, on the 25<sup>th</sup> day of June 2015, a public hearing was held to consider the petition of Lance Hord, owner of record, requesting a Special Use Permit as per Article 93.025, Section G, Item 9 of the Madison County Zoning Ordinance in order to continue placement of a single-wide manufactured home on this site for the occupancy of Lance and Betty Hord for a period not to exceed five years. This voids SUP #Z08-0080. This is located in an R-3 Single Family Residential District in Chouteau Township, more commonly known as 5113 Rapp Road, Granite City, Illinois; and,

**WHEREAS**, The Madison County Zoning Board of Appeals has submitted its Findings for the aforesaid petition; and,

**WHEREAS**, it was the recommendation in the aforesaid Report of Findings of the Madison County Zoning Board of Appeals and the Planning and Development Committee that the petition of Lance Hord be as follows: I. That the Special Use Permit is granted for the sole usage of Lance Hord and family for a period not to exceed five (5) years. Any change of ownership will require a new Special Use Permit; II. The owner and occupant shall keep the property and manufactured home in compliance with all Madison County Ordinances; III. The owner shall apply for an amendment to this Special Use Permit for any future alterations, modifications, or enlargement of the manufactured home; IV. Failure by the owner or occupant to comply with the conditions of the Special Use Permit will cause revocation of the same and immediate removal of manufactured home will be required; V. The owner shall remove the manufactured home when the need for this Special Use Permit no longer exists; and,

**WHEREAS**, it is the opinion of the County Board of Madison County that the Findings made by the Madison County Zoning Board of Appeals should be approved and Resolution adopted.

**NOW, THEREFORE BE IT RESOLVED** that this resolution is approved and shall take effect immediately upon its adoption.

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Bill Meyer, Chairman

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Jack Minner

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Brenda Roosevelt

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Brad Maxwell

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Kelly Tracy

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Robert Pollard

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Helen Hawkins

**Planning & Development Committee**

**Z15-0061** – Petition of Lance Hord, owner of record, requesting a Special Use Permit as per Article 93.025, Section G, Item 9 of the Madison County Zoning Ordinance in order to continue placement of a single wide manufactured home on this site for the occupancy of Lance and Betty Hord for a period not to exceed five years. This voids SUP #Z08-0080. This is located in an R-3 Single Family Residential District in Chouteau Township, more commonly known as **5113 Rapp Road**, Granite City, Illinois PPN# 18-2-14-34-15-402-006.002 (16)

A **motion** was made by Mr. Koller and seconded by Mr. Dauderman that the petition of Lance Hord be as follows: I. That the Special Use Permit is granted for the sole usage of Lance Hord and family for a period not to exceed five (5) years. Any change of ownership will require a new Special Use Permit; II. The owner and occupant shall keep the property and manufactured home in compliance with all Madison County Ordinances; III. The owner shall apply for an amendment to this Special Use Permit for any future alterations, modifications, or enlargement of the manufactured home; IV. Failure by the owner or occupant to comply with the conditions of the Special Use Permit will cause revocation of the same and immediate removal of manufactured home will be required; V. The owner shall remove the manufactured home when the need for this Special Use Permit no longer exists.

**The Finding of Fact of the Board of Appeals:** I. The notice of Public Hearing was posted on the property in accordance with the terms of the ordinance; II. The legal notice appeared in the newspaper and meets the requirements of the ordinance for publication; III. The adjoining property owners were notified by mail of the time and date of the public hearing and none were in attendance; IV. Lance Hord, applicant and property owner, stated that he is requesting a special use permit in order to continue the placement of a single wide manufactured home to be used as a residence for a period not to exceed five years; V. The Board of Appeals notes for the record that the proposed special use permit request would be compatible with the surrounding area; VI. The Board of Appeals feels that to allow this request would not cause a detrimental effect on adjoining properties; VII. The Board of Appeals notes that the Comprehensive Plan, Madison County Zoning Ordinance, and the zoning file were taken into consideration.

Voice Vote.

Ayes to the motion: Mistery, Campbell, Davis, and Koeller.

Nays to the motion: Mistery, none.

Absent were Mistery: Sedlacek.

Where upon the Chairman declared the motion duly adopted.

**RESOLUTION TO REFUND VARIANCE APPLICATION FEE FOR JOHN BERTOLETTI**

**WHEREAS**, John Bertoletti, applicant for Variance Request Z15-0057, withdrew his petition at the Planning and Development Committee meeting on June 15, 2015; and,

**WHEREAS**, the Planning and Development Committee of the Madison County Board reports that a refund of the Variance application fee is necessary for Variance request Z15-0057; and,

**WHEREAS**, the Planning and Development Committee requests that the Madison County Board direct the County Treasurer to issue a check in the amount of \$300.00 to John Bertoletti at 70 Rosewood Lane, East Alton, Illinois 62024.

Respectfully submitted,

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Bill Meyer, Chairman

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Jack Minner

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Brenda Roosevelt

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Brad Maxwell

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Kelly Tracy

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Robert Pollard

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Helen Hawkins

**Planning & Development Committee**

July 2, 2015

MR. CHAIRMAN AND MEMBERS OF THE MADISON COUNTY BOARD:

We, your Public Safety Committee herewith submit the following report for the period ending June 30, 2015.

One Hundred and Fifty Dollars (\$150.00) to cover 3 Mobile Home Licenses

All OF WHICH IS RESPECTFULLY SUBMITTED,

s/ Gussie Glasper

s/ Tom McRae

s/ Bill Robertson

s/ Steve Adler

s/ Art Asadorian

s/ Bruce Malone

**PUBLIC SAFETY COMMITTEE**

**RESOLUTION TO PURCHASE MAINTENANCE RENEWAL FOR THE MADISON COUNTY  
STARCOM 21 RADIO SYSTEM AND DISPATCH CENTER FOR THE MADISON COUNTY  
SHERIFF'S OFFICE**

Mr. Chairman and Members of the County Board:

**WHEREAS**, the Madison County Sheriff's Office wishes to purchase 1 year maintenance agreement for Madison County Starcom21 Radio System and Dispatch Center; and,

**WHEREAS**, this maintenance contract is available for purchase from Motorola-STARCOM 21 Network.; and,

Motorola – STARCOM 21 Network  
13108 Collections Center Drive  
Chicago, IL 60693.....\$70,572.00

**WHEREAS**, it is the recommendation of the Sheriff's Office for purchase of said services from Motorola-STARCOM 21 Network of Chicago, IL; and,

**WHEREAS**, the total price for these services will be Seventy thousand five hundred seventy-two dollars (\$70,572.00); and,

**WHEREAS**, total cost of this expenditure will be paid for from the Sheriff's FY2015 budget.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Madison County, Illinois, that this purchase is approved and that the County Board Chairman be authorized to enter into and execute a contract with Motorola-STARCOM 21 of Chicago, IL for the aforementioned services.

Respectfully submitted,

s/ Gussie Glasper  
Gussie Glasper

s/Jack Minner  
Jack Minner

s/ Bruce Malone  
Bruce Malone

s/Michael Holliday Sr  
Michael Holliday, Sr.

s/ Art Asadorian  
Art Asadorian

s/Larry Trucano  
Larry Trucano

s/ Bill Robertson  
Bill Robertson

s/Kelly Tracy  
Kelly Tracy

\_\_\_\_\_  
Judy Kuhn

\_\_\_\_\_  
Bill Meyer

s/ Tom McRae  
Tom McRae

\_\_\_\_\_  
Ann Gorman

s/ Stephen Adler  
Stephen Adler

s/Jamie Goggin  
Jamie Goggin

**Public Safety Committee**

**Finance & Government Operations Committee**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
MADISON COUNTY AND THE TRIAD COMMUNITY UNIT SCHOOL DISTRICT NO. 2**

**WHEREAS**, Madison County and the Triad Community Unit School District No. 2 has previously entered into an Intergovernmental Agreement for on-site police services in schools; and

**WHEREAS**, an agreement has been prepared to continue such services for three additional years; and

**WHEREAS**, all of the County's costs incurred in providing said police services will be reimbursed under the provisions of the Intergovernmental Agreement; and

**WHEREAS**, the Public Safety Committee and the Sheriff recommend that the County Board approve the Intergovernmental Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Madison that the attached Intergovernmental Agreement for contract police services is hereby approved with an effective date of August 1, 2015 to July 31, 2018 and that the County Board Chairman is hereby authorized to execute the agreement.

Respectfully submitted,

s/ Gussie Glasper

s/ Bruce Malone

s/ Stephen Adler

s/ Bill Robertson

s/ Tom McRae

s/ Art Asadorian

**Public Safety Committee**

s/ Jack Minner

s/ Kelly Tracy

s/ Larry Trucano

s/William Meyer

s/Jamie Goggin

s/Michael Holliday Sr.

**Finance and Government Operations Committee**

**INTERGOVERNMENTAL AGREEMENT  
FOR  
CONTRACT POLICE SERVICES**

This Agreement comes into full force and effect on the 1st day of August, 2012 and is made and entered into by and among the County of Madison, a body politic and local governmental body, (hereinafter "COUNTY"), the Madison County Sheriff's Department, (hereinafter "SHERIFF"), and Triad Community Unit School District No. 2, a school district within the boundaries of the County of Madison, (hereinafter "TRIAD").

**WHEREAS**, both the COUNTY and TRIAD are governmental bodies of the State of Illinois vested with the responsibility and authority to enforce and uphold the laws of this State, to protect and safeguard the students enrolled in TRIAD from public menace and crime, and to keep peace in the school and the surrounding community; and,

**WHEREAS**, the SHERIFF is a department of the COUNTY; and TRIAD has determined that there presently exists a need for on-site police services at Triad High School to reduce the incidence of criminal activity at or on the campus of the high school; and,

**WHEREAS**, the SHERIFF has determined that it can provide the on-site police services that TRIAD desires; and,

**WHEREAS**, both the COUNTY and TRIAD are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purposes or undertaking either of them could do singularly; and,

**WHEREAS**, TRIAD is desirous of contracting with the COUNTY to obtain and provide police services from the SHERIFF in and for the Triad School District.

**NOW, THEREFORE**, in consideration of the forgoing and the covenants contained herein, the parties hereby agree and covenant as follows:

**1. SERVICES.**

a) Police services provided pursuant to this Agreement shall include, but are not limited to, enforcement of Federal and State statutes and Municipal and County ordinances on TRIAD property and/or at events or locations when such events or locations, or the matter being handled by SHERIFF, impacts or relates to TRIAD property or TRIAD'S educational process. Police services provided hereunder do not include calls concerning animals unless said animals are deemed dangerous to the public health or safety.

b) The SHERIFF shall have one deputy and one squad car available to be used exclusively for patrol and police services as defined in Section 1(a) above, for one shift (8 hours) per day, five (5) days per week, for the term of this Agreement.

c) The SHERIFF shall provide all necessary back-up services, personnel and equipment to assist the deputy on patrol if, in the discretion of the SHERIFF or at the request of TRIAD, such back-up services are necessary in order to assure the effective and safe performance of the SHERIFF'S total law enforcement function in the COUNTY.



d) At the reasonable discretion of the SHERIFF, and consistent with good police practices, the SHERIFF shall provide juvenile investigative services where the same are necessary to carry out the terms of this Agreement.

e) The SHERIFF shall establish and maintain a communication system of telephone and radio services adequate to provide communications between the deputy assigned to TRIAD and the SHERIFF. TRIAD shall provide the SHERIFF with the TRIAD radio communication frequency so that the deputy may communicate directly with the TRIAD administration and bus personnel where necessary.

f) While the deputy is on patrol at TRIAD, he shall not be responsible for warrant applications, court appearances, prisoner transportation or other related tasks unless directly related to police services provided pursuant to this Agreement.

g) The deputy shall establish and operate such programs and activities as are consistent with the intent of this Agreement and as determined jointly by the SHERIFF and TRIAD. The deputy shall have the duties and responsibilities contained in the job description which is hereby incorporated by reference and attached hereto as Exhibit A for the assignment of deputy. Duties and responsibilities, once established, may be changed, expanded, or redefined by the SHERIFF and TRIAD jointly.

## **2. EMPLOYMENT & EQUIPMENT STATUS.**

a) All persons employed by the SHERIFF for the purpose of providing police services to TRIAD shall be COUNTY officers or employees, and they shall not have any benefit, status, or right of TRIAD employment.

b) The deputy and any vehicle or equipment utilized in the performance of this Agreement shall at all times be and remain under the control, maintenance and ultimate direction of the SHERIFF.

## **3. SELECTION PROCESS.**

a) The SHERIFF shall post the job description contained in Exhibit A for this special assignment. The selection of the applicant will be by mutual agreement between the SHERIFF and TRIAD.

b) In the event the SHERIFF determines the assigned deputy would be best utilized by assignment in a different capacity or for any other reasonable cause, the deputy may be reassigned by the SHERIFF and another deputy may be assigned to TRIAD, provided the replacement deputy is acceptable to TRIAD. Notwithstanding the provisions of paragraph 6(c)(4), the SHERIFF shall be responsible for wages and training expenses incurred for the replacement deputy during any training period. For reasonable cause, TRIAD shall also have the right to request a replacement deputy, as per the selection process in 3(a) above, provided that the cost of related training wages is allocated pursuant to Section 6(c)(4).

## **4. PERFORMANCE REVIEW.**

a) The Chief Deputy Sheriff shall be the contact person for receiving grievances, queries, complaints and commendations of services performed under this Agreement.

b) In the event of a dispute between the parties as to the discretionary police practices, procedures, policies or performance and the discipline of the deputy, the determination thereof made by the SHERIFF after considering input from TRIAD shall be final and conclusive as between the parties hereto.

## **5. ASSIGNMENTS.**

- a) Subject to the terms of this Agreement, the planning, organization, scheduling and direction of the daily activities of the deputy when assigned to TRIAD shall be determined by TRIAD. The SHERIFF, however, shall retain authority over supervision and all other matters incident to the delivery of general police services to TRIAD and the COUNTY.
- b) On days during the term of this Agreement when the deputy would normally be assigned to TRIAD, but the school is not open (hereinafter referred to as “non-school days”), i.e., due to inclement weather, in-service days, holidays not recognized under the collective bargaining agreement between the COUNTY and the Police Benevolent Union, (hereinafter “UNION CONTRACT”) or otherwise, the deputy shall report to the SHERIFF for assignment.
- c) In the case of an emergency within TRIAD, at a location other than the high school, where immediate response by the SHERIFF’S personnel is deemed necessary by the SHERIFF or TRIAD, the deputy assigned to TRIAD may be directed by the SHERIFF or TRIAD to respond for the time necessary to abate the emergency. For the purposes of this Agreement, “emergency” is defined as any threat which subjects persons or property to immediate harm or danger or as otherwise deemed an emergency by the SHERIFF as determined on a case-by-case basis.
- d) On days during the term of this Agreement when the deputy elects to use vacation days, sick days or other leave, or is absent due to training, the SHERIFF may assign a replacement at no additional cost to TRIAD.

## **6. COMPENSATION.**

- a) TRIAD shall not be liable for the direct payment of wages or other compensation to the deputy providing police services to TRIAD pursuant to this Agreement.
- b) TRIAD shall furnish at its own expense all necessary office space, furniture and furnishings, office supplies, janitor services, telephone, and other utilities for the deputy in connection with the performance of his duties in and under this Agreement.
- c) TRIAD agrees to pay for services pursuant to this Agreement as follows:
  - 1. That, except as otherwise provided in this Agreement, TRIAD shall reimburse the COUNTY for the full amount of the deputy’s salary for that portion of the school year that the deputy is assigned to TRIAD, with said period not to exceed 174 days per school year, (i.e., a full school year), and with said amount being calculated pursuant to the UNION CONTRACT;
  - 2. That TRIAD shall reimburse the COUNTY for any overtime pay to which the deputy is entitled for services to TRIAD, pursuant to the UNION CONTRACT;

3. That the deputy shall report to the SHERIFF for assignment on non-school days as defined in Section 5(b) of this Agreement and that TRIAD shall not reimburse the County for the deputy's wages for these non-school days;
4. That TRIAD shall be responsible for reimbursing the COUNTY for any wages for time that the deputy utilizes for training pertinent to the police services provided under this Agreement, (i.e., recertification, D.A.R.E., etc.), during the term of this Agreement, and that the SHERIFF shall be responsible for any costs or expenses related to the training;
5. That TRIAD shall be responsible for reimbursing the COUNTY on a pro rata basis for any employer's contribution made to Social Security, SLEP or a health benefits plan to which the deputy is entitled, pursuant to the UNION CONTRACT, with said pro rata basis being based on the number of days that the deputy shall be assigned to TRIAD out of the total work year which shall not exceed 174 days per school year, (i.e.,  $(174 \div 260) \times$  the total cost of the benefits listed);
6. That TRIAD shall reimburse the COUNTY for that portion of the deputy's salary that is not covered by worker's compensation benefits on a pro rata basis as defined in Section 6(c)(5) of this Agreement.
7. That TRIAD shall reimburse the COUNTY for any deputy assigned to TRIAD to replace the deputy for any vacation days, sick days or for any other leave only if TRIAD has requested a replacement deputy.

d) The SHERIFF shall transmit a monthly bill for any salary, expenditures or other expenses for which TRIAD is responsible pursuant to the terms of this Agreement.

e) Upon TRIAD'S receipt of the monthly bills from the SHERIFF, all reimbursements for police services and related costs and expenses shall be due on the last day of each month following the delivery of said services.

## **7. RECORDS.**

a) It is expressly agreed by and between the parties hereto that any and all records generated as a result of the implementation of this Agreement, and pursuant to same, are the sole and exclusive property of the SHERIFF, shall be maintained and kept by the SHERIFF, and are not subject to release or disclosure except as authorized by the laws of the State of Illinois. It is understood, however, that TRIAD has a reciprocal agreement which is incorporated herein by reference and is attached hereto as Exhibit B with the Madison County State's Attorney and various law enforcement agencies which may by mutual agreement provide authority to obtain such records. Notwithstanding any terms in this Agreement, this Agreement shall not abrogate any of the District's responsibilities under state and federal student records law.

## **8. INDEMNIFICATION.**

The COUNTY and SHERIFF agree to indemnify, defend and hold harmless TRIAD, its board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from the deputy or any police services provided or failing to be provided by the COUNTY or the SHERIFF.

TRIAD agrees to indemnify, defend and hold harmless the COUNTY and the SHERIFF, its board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from TRIAD.

## **8. TERM AND TERMINATION.**

a) This Agreement shall be in effect from August 1, 2012 to July 31, 2014, provided, however, that said termination date shall automatically extend for one (1) year unless a forty five (45) day notice of termination is given by either party prior to the termination date. Such automatic extension of the termination date shall continue from year to year, subject to notice of termination given forty five (45) days prior to any extended termination date. Notice of Termination shall be given in writing by certified mail to the other party.

b) Any and all notices, whether required or permitted by this Agreement, shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, and addressed to a party executing this Agreement.

c) Nothing herein contained shall preclude the giving of written notice by any other lawful means.

## **10. GENERAL.**

a) This Agreement constitutes the entire agreement between the parties concerning police services to TRIAD by the SHERIFF and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties, respective successors and assigns;

b) Each party hereto agrees to execute such further documents and to take such further steps as the other parties reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement;

c) Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of a federal, state or other government authority;

d) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce any of the provisions of this Agreement at any time, or to require performance of any of the provisions hereof at any time, shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

e) If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate, as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.

f) The descriptive headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

g) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original; but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the County of Madison by a resolution duly adopted by the County Board of Madison County, causes this Agreement to be signed by its Chairman and attested to by its Clerk. The Triad Board of Education, by order of its Board, has caused this Agreement to be executed by the President of the Triad Board of Education and attested to by its Secretary all on the day and year hereinafter written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012.

COUNTY OF MADISON

By: \_\_\_\_\_

\_\_\_\_\_, Chairman  
MADISON COUNTY BOARD

By: \_\_\_\_\_

\_\_\_\_\_, Sheriff  
MADISON COUNTY SHERIFF'S DEPT.

Attest: \_\_\_\_\_  
MADISON COUNTY CLERK

DATED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012

TRIAD COMMUNITY UNIT  
SCHOOL DISTRICT NO. 2  
BOARD OF EDUCATION

By: \_\_\_\_\_

\_\_\_\_\_, President  
BOARD OF EDUCATION

Attest: \_\_\_\_\_  
SECRETARY, BOARD OF EDUCATION

## EXHIBIT A

### JOB DESCRIPTION

- i) Promote a positive relationship and enhance communication between the police, students and staff at TRIAD;
- ii) Identify potential problems and define solutions with respect to student criminal activity;
- iii) File appropriate case reports of all criminal incidents and criminal activity with the City Police Department. Reports of criminal activity on school property shall be filed with the department only and shall be subject to all applicable exemptions under the Freedom of Information Act (5 ILCS 140/7 et seq.)
- iv) Investigate cases of all criminal offenses and alleged criminal activity, at the request of the School Principal or his/her designee, or as instructed by the deputy's police supervisor, which occur during the regular school day on school property while the deputy is on duty.
- v) Enforce all federal, state and local statutes, laws and ordinances. Matters of School discipline shall be handled by the principal or designee in each school building. The school resource officer may participate in student discipline matters to the extent required by the principal or designee which shall only be for school purposes.
- vi) Make such classroom presentations as directed by the School Principal or the Principal's designee.
- vii) Report to such School staff member as designated by the School Principal and Police Department supervisor.
- viii) Assist in securing the School and surrounding property from the parking of unauthorized vehicles; secure the building and grounds from entry of unauthorized persons into the School building or onto the School grounds and prevent loitering in the School area.
- ix) Assist School staff in the event of an emergency, and, to the extent applicable, in accordance with the TRIAD Crisis Management Plan.
- x) Promote a positive relationship between the Sheriff and School staff and counselors in order to identify potential problems and define solutions.
- xi) Maintain a record of daily activities.
- xii) Meet as necessary or required with the School and Sheriff administrators to discuss and evaluate the program and program activities.
- xiii) Serve as advisor for students in the area of the officer's expertise and specifically for students with problems involving violations of the law. The deputy, with the consent of the School counselor and any student, may participate in any counseling sessions conducted by School professional staff.
- xiv) Assist in development of prevention programs as directed by the Sheriff and Principal.
- xv) Maintain liaison with the Sheriff personnel and School officials to promote a comprehensive knowledge of youth activity within the School and community, in coordination with the TRIAD Reciprocal Reporting Agreement for Student Criminal Offenses as appropriate.
- xvi) Develop and maintain sources of information to aid in the prevention and investigation of criminal youth activities and related matters.
- xvii) Abide by the School District's policies, rules and regulations for its employees.

**RESOLUTION**

**WHEREAS**, the County of Madison has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS 201/21d and 235A (formerly Ch. 120, Secs. 697(d) and 716(a), Ill. Rev. Stat. 1987, and

**WHEREAS**, Pursuant to this program, the County of Madison has acquired an interest in the real estate described on the attached list, and it appearing to the Property Trustee Committee that it would be in the best interest of the County to dispose of its interest in said property, and

**WHEREAS**, the parties on the attached list, have offered the amounts shown and the breakdown of these amounts have been determined as shown.

**THEREFORE**, Your Property Trustee Committee recommends the adoption of the following resolution.

**BE IT RESOLVED BY THE COUNTY BOARD OF MADISON COUNTY, ILLINOIS**, that the Chairman of the Board of Madison County, Illinois, be authorized to execute 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 attached described real estate, for the amounts shown on the attached, to be disbursed according to law.

ADOPTED by roll call vote this 15th day of July, 2015.

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman

Submitted by:

- s/ Larry Trucano
- s/ Tom McRae
- s/ Steve Brazier
- s/ Terry Davis
- s/ Mike Walters

**Real Estate Tax Cycle Committee**

**MADISON COUNTY MONTHLY RESOLUTION LIST-JULY 2015**

RES#	Account	Type	Acct Name	Total Collected	County Clerk	Auc	Recorder	Agent	Treasurer
07-15-001	1214299	SAL	David M. Charleville	695.00	0.00	0.00	95.00	350.00	250.00
07-15-002	1214298	SAL	CJD Construction	695.00	0.00	0.00	95.00	350.00	250.00
07-15-003	1214139	SAL	Marti R. Tanthavong	641.00	0.00	0.00	44.00	350.00	247.00
			<b>Totals:</b>	<b>\$2,031.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$234.00</b>	<b>\$1050.00</b>	<b>\$747.00</b>
							<b>Clerk Fees:</b>		<b>\$0.00</b>
							<b>Recorder:</b>		<b>\$234.00</b>
							<b>Total to County</b>		<b>\$981.00</b>

**REVISED RESOLUTION TO PURCHASE TWO (2) NEW MODEL YEAR 2015 FORD  
F-150 SUPER CAB 4x4 REPLACEMENT VEHICLES FOR THE  
MADISON COUNTY SPECIAL SERVICE AREA #1**

Mr. Chairman and Members of the County Board:

**WHEREAS**, the Madison County Special Service Area #1 wishes to purchase two (2) new model year 2015 Ford F-150 Super Cab 4x4 replacement vehicles, and:

**WHEREAS**, these vehicles are available for purchase under the State of Illinois contract from Wright Automotive of Hillsboro, IL; and,

Wright Automotive  
Routes 127 & 185 P.O. Box 279  
Hillsboro, IL 62049..... \$52,344.00

**WHEREAS**, it is the recommendation of the Special Service Area #1 for purchase of said vehicles under the present State of Illinois Contract: and,

**WHEREAS**, the total price for these vehicles will be Fifty-two thousand three hundred forty-four dollars (\$52,344.00); and,

**WHEREAS**, total cost of this expenditure will be paid for from the Special Service Area #1 FY 2015 funds.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Madison Illinois, that the County Board Chairman be hereby directed and designated to execute said contract with Wright Automotive of Hillsboro, IL for the aforementioned vehicles.

Respectfully submitted,

\_\_\_\_\_  
Kristen Novacich

s/ Jack Minner  
\_\_\_\_\_  
Jack Minner

\_\_\_\_\_  
Terry Davis

s/ Michael Holliday Sr  
\_\_\_\_\_  
Michael Holliday, Sr.

\_\_\_\_\_  
Art Asadorian

s/ Larry Trucano  
\_\_\_\_\_  
Larry Trucano

\_\_\_\_\_  
Helen Hawkins

s/ Kelly Tracy  
\_\_\_\_\_  
Kelly Tracy

\_\_\_\_\_  
Brenda Roosevelt

s/ William Meyer  
\_\_\_\_\_  
Bill Meyer

\_\_\_\_\_  
Ann Gorman

**Sewer Facilities Committee**

s/ Jamie Goggin  
\_\_\_\_\_  
Jamie Goggin  
**Finance & Government Operations Committee**



**AGREEMENT/FUNDING RESOLUTION LANDMARKS BLVD. LANDSCAPING  
SECTION 10-00229-01-LS CITY OF ALTON MADISON COUNTY, ILLINOIS**

Mr. Chairman and Members of the Madison County Board

Ladies and Gentlemen:

**WHEREAS**, the State of Illinois Department of Transportation, the County of Madison and the City of Alton, in order to improve and beautify the roadway corridor and public facilities, are desirous to install landscaping along Landmarks Boulevard from IL Route 100 to Discovery Parkway, project consists of tree removal, earthwork, HMA Surface Course, pcc curb and gutter, pcc sidewalk, trees, shrubs, sodding and other work necessary to complete the project in accordance with approved plans; and

**WHEREAS**, the County of Madison has sufficient funds to appropriate for the improvement; and

**WHEREAS**, Federal funds are available for participation in cost of the project.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Madison County that the Chairman of the County Board be and he is hereby authorized to enter into a joint agreement with the State of Illinois Department of Transportation and the City of Alton towards the funding of the above-mentioned project.

**BE IT FURTHER RESOLVED** by the County Board of Madison County that there is hereby appropriated the sum of One Hundred Thirty Thousand (\$130,000.00) dollars from the County Matching Tax Fund to finance the County's share of this project.

**BE IT FURTHER RESOLVED** by the County Board of Madison County and its Chairman that the County of Madison hereby approves the plans and specifications for the above-mentioned project.

**BE IT FURTHER RESOLVED** that the County Clerk of Madison County be directed to transmit a certified copy of this Resolution to the City of Alton, 101 E. Third St., Alton, Illinois 62002.

All of which is respectfully submitted.

\_\_\_\_\_  
Joe Semanisin

\_\_\_\_\_  
Mike Walters

\_\_\_\_\_  
Larry Trucano

\_\_\_\_\_  
Bill Meyer

\_\_\_\_\_  
Kelly Tracy

\_\_\_\_\_  
Art Asadorian

\_\_\_\_\_  
Bill Robertson  
**Transportation Committee**