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MADISON COUNTY BOARD

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

Proceedings of the County Board of Madison County, Illinois, as the recessed session of said Board held at the Nelson "Nellie" Hagnauer County Board Room in the Administration Building in the City of Edwardsville, in the County and State aforesaid on said Wednesday, July 15, 2015, and held for the transaction of general business.

**WEDNESDAY, JULY 15, 2015
5:00 PM
EVENING SESSION**

The Board met pursuant to recess taken June 17, 2015.

* * * * *

The meeting was called to order by Alan J. Dunstan, Chairman of the Board.

The Pledge of Allegiance was said by all members of the Board.

The Roll Call was called by Debra Ming-Mendoza, County Clerk, showing the following members present:

PRESENT: Messers. Alons, Adler, Asadorian, Brazier, Ms. Ciampoli, Ms. Dalton, Davis, Dodd, Ms. Glasper, Goggin, Ms. Hawkins, Ms. Kuhn, Madison, Malone, Maxwell, McRae, Meyer, Minner, Ms. Novacich, Petrillo, Pollard, Robertson, Ms. Roosevelt, Semanisin, Ms. Tracy, Trucano and Walters.

ABSENT: Gorman and Holliday.

* * * * *

Ms. Hawkins moved, seconded by Ms. Glasper, to approve the minutes of the June 17, 2015 meeting.
MOTION CARRIED

* * * * *

A moment of silence was taken in honor of Joe Michaelis's wife, who has passed away.

* * * * *

Steve Jellen's Address to the Board

All of you probably have heard that doctors are fleeing Illinois. We have been hearing this for many years. Back in 2006 and again recently, I asked the Department of Professional Regulation to give the number of doctors licensed in the state and each of the last twenty years. What the data shows is that the number of doctors has increased from a little less than 37,000 to about 44,000 over that 20 year span. Apart from the zig zags caused by the 3 year renewal cycle on the licenses, there has been a steady, upward trend in the

number of doctors throughout that 20 years. It matches the population growth pretty well. Now we are hearing stories about businesses fleeing Illinois and even citizens leaving because they don't like the state or there is something wrong here. I would urge you to consider the official information that hasn't seemed to make the newspapers as of yet.

* * * * *

The following report was received and placed on file:

RECEIPTS FOR JUNE 2015
County Clerk

159	Marriage License @ 30.00	\$ 4,770.00
0	Civil Union License @ 30.00	\$ 0.00
0	Marriage License @ 25.00	\$ 0.00
254	Certified Copies MARRIAGE @ \$12.00	\$ 3,048.00
0	MARRIAGE @ \$8.00	\$ 0.00
0	CIVIL UNION @ \$12.00	\$ 0.00
0	CIVIL UNION @ \$8.00	\$ 0.00
506	BIRTH @ \$12.00	\$ 6,072.00
0	BIRTH @ \$8.00	\$ 0.00
61	DEATH @ \$15.00	\$ 915.00
0	DEATH @ \$6.00	\$ 0.00
2	JURETS @ \$14.00	\$ 28.00
5	MISC. REC	\$ 1,988.80
	Total Certified Copies	\$12,051.80
38	Notary Commissions by Mail @\$10.00	\$ 380.00
31	Notary Commissions in Office @\$10.00	\$ 310.00
0	Notary Commissions in Office @\$5.00	\$ 0.00
25	Cert. of Ownership @\$31.00	\$ 775.00
3	Cert. of Ownership @\$1.50	\$ 4.50
1	Registering Plats @\$12.00	\$ 12.00
33	Genealogy Records @\$4.00	\$ 132.00
0	Automation Fees @\$2.00	\$ 0.00
93	Automation Fees @\$4.00	\$ 372.00
1243	Automation Fees @\$8.00	\$ 9,944.00
0	Amusement License	\$ 0.00
3	Mobile Home License @\$50.00	\$ 150.00
7	Redemption Clerk Fees	\$51,650.00
0	Tax Deeds @\$11.00	\$ 0.00
0	Tax Sale Automation Fees @\$10.00	\$ 0.00
Total		\$80,551.30

This amount is turned over to the County Treasurer in Daily Deposits

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, Debra D. Ming-Mendoza, County Clerk, Do solemnly swear that the foregoing is in all respect just and true according to my best knowledge and belief; that I have neither received directly or indirectly agreed to receive or be paid for my own, or another's benefit any other money, article or consideration then herewith stated or am I entitled to any fee or emolument for the period herein stated, or am I entitled to any fee or emolument for the period therein mentioned than herein specified.

s/ Debra D. Ming-Mendoza
Debra D. Ming-Mendoza, County Clerk

Subscribed and sworn before me this 6th day of July, 2015

s/ Vanessa Jones
Notary Public

* * * * *

The following report was received and placed on file:

MARK VON NIDA

**CLERK OF THE CIRCUIT COURT
EARNED FEES REPORT
GENERAL ACCOUNT
7/10/2015**

ASSETS

Cash in Bank	\$3,682,281.96	
Time Certificates	<u>1,884,000.00</u>	
		<u>\$5,566,281.96</u>

LIABILITIES

Excess Fees Due County Treasurer	950,445.72
Library Fees	34,824.00
Child Support Maintenance	6,534.39
2% Surcharge	369.34
2.5% TSP Fees	0.00
Record Search	204.00
Probation Operations	7,334.36
Probation Fees-Adult	20,856.35
Probation Fees-Juvenile	705.00
Probation Fees-Superv.	8,555.55
Casa	1,412.00
Court Security Fee	99,992.81
Document Storage Fees	120,179.04
Finance Court System Fee	33,397.04
Arrestee's Medical Fees	2,218.33

15% Arrestee's Med. Fees	391.47
Office Automation Fees	<u>40,456.28</u>
Total	<u>1,327,875.68</u>
Balance Due Liability Ledger	4,238,406.28

ADJUSTMENTS

May Adj	391,524.07
May Ref Jun	-267.25
Jun Ref Jul	7.50
May PP Jun	-220.00
Jun PP Jul	0.00
May BR Jun	-1,000.00
Jun BR Jul	21,289.00
May DUI% Jun	-12,645.02
Jun DUI% Jul	15,690.19
May PRB Jun	-475.15
Jun PRB Jul	550.50
May 17% Exp to CCOAF	61.20
June 17% Exp to CCOAF	-142.80
SPNR Prior Refunds	0.00
Transferred to cover overdraft in child support	0.00
NSF	-251.00
over & short	0.00
prior refund selected for payment	0.00
Honored Checks	665.50
Total	414,786.74
Total	5,566,281.96

**MARK VON NIDA
MADISON COUNTY CLERK OF THE CIRCUIT CLERK
EARNED FEES EPORT
GENERAL ACCOUNT**

Period Ending June 2015

Fee Title	EOM Date	Monthly Receipts	YTD Receipts
2%	6/30/2015	\$369.34	\$1,914.81
TSP FEE 2.5%	6/30/2015	\$0.00	\$0.00
AIDS	6/30/2015	\$0.00	\$0.00
ARR MED 15%	6/30/2015	\$391.47	\$2,788.30

BONDS	6/30/2015	\$28,737.30	\$137,012.63
CLERK FEE	6/30/2015	\$464,279.19	\$2,657,971.53
CHILD SUPPORT	6/30/2015	\$6,534.39	\$28,868.79
DRUG ABUSE	6/30/2015	\$0.00	\$0.00
FIN COURT	6/30/2015	\$33,397.04	\$188,855.27
INTEREST	6/30/2015	\$2,586.24	\$16,126.10
JURY DEMAND	6/30/2015	\$40,056.25	\$140,125.00
REC SRCH	6/30/2015	\$204.00	\$1,044.00

For Destination Gen Rev \$576,555.22

ARR MED 85%	6/30/2015	\$2,218.33	\$15,800.37
COURT SEC	6/30/2015	\$99,992.81	\$561,567.93
DOC STOR	6/30/2015	\$120,179.04	\$669,289.17
LIB FEES	6/30/2015	\$34,824.00	\$192,150.00
OFF AUTO	6/30/2015	\$40,456.28	\$224,884.77
PROB ADULT	6/30/2015	\$20,856.35	\$134,125.42
PROB JUVEN	6/30/2015	\$705.00	\$7,793.08
PROB SUPER	6/30/2015	\$8,555.55	\$63,492.41
VCVA	6/30/2015	\$0.00	\$0.00
CASA	6/30/2015	\$7,334.36	\$49,178.70
PROB OPER FEE	6/30/2015	\$1,412.00	\$9,265.00

For Destination Spec Fund \$336,533.72

Period Ending June 2015 \$913,088.94

Authorized Signature: Elizabeth Affsprung
13-Jul-15

I, Mark Von Nida, Clerk of the Circuit Court of Madison County, Illinois, do solemnly swear that to my knowledge, the foregoing is just and true, and neither directly nor indirectly have I agreed to receive or be paid for my own use or another's benefit, nor am I entitled to any other emolument for the period stated herein.

s/Mark Von Nida
Clerk of the Circuit Court

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

Subscribed and sworn to before me this 13th day of July, 2015.

s/ Stacey Turner
NOTARY PUBLIC

My commission expires on March 3, 2019

The following report was received and placed on file:

AMY MEYER

RECORDER MADISON COUNTY

MONTHLY REPORT OF RECORDER, JUNE 2015

RECEIPTS

TOTAL RECORDING FEES	\$146,759.00	
E RECORDING DIRECT DEPOSITS	\$2,629.00	
TOTAL RECORDING FEES	<u>\$173,049.00</u>	\$173,049.00
MISCELLANEOUS RECEIPTS (PER INV)	\$12,833.60	
TOTAL MISCELLANEOUS RECEIPTS	<u>\$12,833.60</u>	\$12,833.60
TOTAL RECORDING FEES DUE MADISON CO.		\$185,882.60
<u>AUTOMATION FEES INCLUDED IN RECORDING FEE</u>		
RECORDER AUTOMATION @4.00 PR DOC.	\$29,591.00	
GIS AUTOMATION FEE @8.00 PER DOC.	\$33,613.00	\$63,204.00
RECORDER PORTION OF COUNTY RHSP	\$1,827.00	
COUNTY PORTION OF COUNTY RHSP	\$1,827.00	
STATE PORTION OF RHSP	\$32,886.00	\$36,540.00
ON-LINE COMPUTER FEES	\$9,795.85	
MICROFILM FEES	\$0.00	\$9,795.85

SPECIAL FUND RETAINED BY RECORDER

BALANCE IN REVENUE STAMP FUND MAY, 2015		\$425,827.50
METER RECEIPTS		
DESCENDING REGISTER, MAY 2015	\$51,049.15	
METER SETTING JUNE 2015	\$0.00	
STAMPS PURCHASED	\$360,000.00	
TOTAL REVENUE STAMPS	<u>\$411,049.15</u>	
LESS DESCENDING REG. JUNE, 2015	\$250,110.40	

CREDIT CLAIM MADE	<u>\$0.00</u>		
TOTAL METER RECEIPTS	\$160,938.75	\$160,938.75	
LESS DISBURSEMENTS FOR JUNE, 2015		<u>\$240,000.00</u>	
		-\$79,061.25	-\$79,061.25
LOOSE STAMPS HELD IN INVENTORY			\$15,000.00
BALANCE IN REVENUE STAMPS ACCOUNT AS OF JUNE 2015			\$361,766.25

I, Amy Meyer, do solemnly swear that the foregoing report is in all respects just and true according to the best of my knowledge and belief.

s/Amy Meyer

 Amy Meyer, RECORDER

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REGIONAL OFFICE OF EDUCATION MONTHLY REPORT June 2015

The following represent the number of persons served in the identified areas by the Regional Office of Education for the period of June 1 through June 30, 2015. In addition, we have included the total number of persons served since the beginning of the fiscal year July 1st.

<u>Licensure</u>	<u>Month</u>	<u>To Date</u>
Total Educators Registered	84	954
Total Licenses Registered	91	1029
Total Substitute Licenses Issued	0	86
Licenses Issued	39	249
Endorsements Issued	6	52
Paraprofessional Issued	3	39
 <u>Computer Based Testing</u>		
Total Tests Given	134	1793
 <u>Bus Driver</u>		
Total Drivers Trained	11	810
 <u>Fingerprinting</u>		
Total persons Fingerprinted	166	2323
 <u>Workshops</u>		
Total Attendees (5 Workshops)	150	1234
Administrators Academy (1 Academy)	15	91

<u>Health/Life/Safety Amendments</u>	5	29
Amendments Processed		
Occupancy Permits		
Permits Issued	0	5
Compliance Visits Conducted	0	13
Truancy Services	0	165

The following report was received and placed on file:

Madison County Jail Daily Population Report
--

06/2015

Date	Monday 1	Tuesday 2	Wednesday 3	Thursday 4	Friday 5	Saturday 6	Sunday 7
Men	244	244	247	244	238	232	240
Women	46	53	42	39	44	40	40
Daily Total	290	297	289	283	282	272	280

Date	Monday 8	Tuesday 9	Wednesday 10	Thursday 11	Friday 12	Saturday 13	Sunday 14
Men	242	253	258	247	248	252	256
Women	43	46	48	44	44	46	49
Daily Total	285	299	306	291	292	298	305

Date	Monday 15	Tuesday 16	Wednesday 17	Thursday 18	Friday 19	Saturday 20	Sunday 21
Men	258	254	247	255	264	259	249
Women	48	41	41	44	44	46	47
Daily Total	306	295	288	299	308	305	296

Date	Monday 22	Tuesday 23	Wednesday 24	Thursday 25	Friday 26	Saturday 27	Sunday 28
Men	247	249	241	234	236	237	238
Women	50	52	50	45	48	47	43
Daily Total	297	301	291	279	284	284	281

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	29	30					
Men	244	244					
Women	43	43					
Daily Total	287	287					

The average daily population for June, 2015 was 292.

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The following report was received and placed on file:

Kurt Prenzler, Madison County Treasurer

Fund Report

June 2015

Company	Fund	Account	Deposit	Maturity	Rate	Amount
BRADFORD BANK	CD	135737	1/23/2014	1/23/2016	0.55	\$1,016,924.45
BRADFORD BANK	CD	135922	9/3/2014	9/3/2016	0.60	\$1,000,000.00
BANK OF SPRINGFIELD	CD	2200001897	4/10/2014	4/10/2016	0.56	\$249,289.16
BANK OF EDWARDSVILLE	CD	1057517119	8/5/2014	8/5/2015	0.25	\$2,500,000.00
BANK OF EDWARDSVILLE	CD	1057517120	8/5/2014	8/5/2016	0.60	\$2,500,000.00
CARROLLTON BANK	CD	40006987B	12/2/2013	12/2/2015	0.65	\$1,031,484.51
CNB	CD	402184B	11/18/2013	11/18/2015	0.55	\$252,769.59
CNB	CD	23000255	1/13/2014	1/13/2016	0.45	\$5,000,000.00
COLLINSVILLE BLDG. & LOAN	CD	7144	11/20/2014	8/20/2016	0.75	\$250,000.00
COMMUNITY FIRST BANK	CD	84387316	8/30/2013	8/30/2015	0.70	\$249,368.41
FIRST CLOVER LEAF BANK	CD	77050365	4/18/2014	4/18/2016	0.55	\$7,968,677.47
FIRST COMMUNITY CREDIT UNION	CD	920258516-40	10/26/2013	10/26/2015	0.70	\$248,727.16
FIRST NATIONAL BANK OF DIETERICH	CD	3171400407	8/7/2014	8/7/2016	0.80	\$1,004,032.88
FIRST COUNTY BANK	CD	55213	7/1/2014	7/1/2016	0.95	\$5,047,669.48
FIRST NATIONAL BANK OF STAUNTON	CD	46298	6/3/2014	6/3/2016	0.50	\$1,005,009.38
HOME FEDERAL SAVINGS & LOAN	CD	20131166B	11/23/2013	11/23/2015	0.60	\$250,941.99
HOME FEDERAL SAVINGS & LOAN	CD	13000075	2/25/2014	2/28/2016	0.70	\$497,700.26
HOME FEDERAL SAVINGS & LOAN	CD	13000095	3/31/2014	3/31/2016	0.70	\$247,186.78
JERSEY STATE BANK	CD	122466B	11/29/2013	11/29/2015	0.60	\$250,000.00
LIBERTY BANK	CD	57430	6/30/2014	6/30/2016	0.55	\$2,011,022.70
LIBERTY BANK	CD	57403	6/5/2014	6/5/2016	0.55	\$3,016,534.06

LIBERTY BANK	CD	57718	2/24/2015	2/24/2017	0.80	\$3,005,852.05
NATIONAL BANK OF HILLSBORO	CD	62575 (was 62084)	8/31/2014	8/31/2016	0.60	\$1,014,112.40
NATIONAL BANK OF HILLSBORO	CD	62442	7/14/2014	7/14/2016	0.60	\$1,000,000.00
SCOTT CREDIT UNION	CD	2063002-0101	2/12/2015	8/12/2017	1.79	\$236,018.82
STATE BANK OF ST. JACOB	CD	11987	2/28/2014	2/28/2016	0.55	\$450,000.00
STATE BANK OF ST. JACOB	CD	12045	9/6/2014	9/6/2016	0.60	\$100,000.00
STATE BANK OF ST. JACOB	CD	12033	8/5/2014	8/5/2016	0.60	\$500,000.00
THE EDGE BANK	CD	19415	6/11/2014	6/11/2016	0.60	\$2,000,000.00
THE EDGE BANK	CD	19429B	7/2/2014	7/2/2016	0.60	\$1,000,000.00
THE EDGE BANK	CD	63023929B	1/15/2015	11/15/2016	0.75	\$500,000.00
THE EDGE BANK	CD	45858830	2/11/2015	12/11/2016	0.80	\$100,000.00
THE EDGE BANK	CD	48996108	2/13/2015	12/13/2016	0.80	\$250,000.00
THE EDGE BANK	CD	85418232	4/15/2014	4/15/2016	0.60	\$1,000,000.00
UNITED COMMUNITY BANK	CD	114266B	11/21/2013	11/21/2015	0.45	\$250,000.00
UMB Bank - Compass Bank	CD	20451PEM4	9/30/2013	9/25/2015	0.75	\$244,990.88
UMB Bank -US Ameri Bank	CD	917312CA6	11/15/2013	11/15/2015	0.55	\$244,479.04
UMB Bank - Merrick Bank	CD	59012Y5Q6	11/15/2013	11/15/2015	0.60	\$244,330.54
UMB Bank--GE Capital Financial	CD	36161TVG7	11/4/2013	11/2/2015	0.80	\$247,377.69
UMB Bank - Safra National Bk	CD	78658ANP9	10/31/2013	11/2/2015	0.75	\$247,445.45
UMB Bank - Discover Bank	CD	2546714N7	8/20/2014	8/22/2016	0.90	\$247,774.44
UMB Bank - Ally Bank	CD	02006LGT4	8/21/2014	8/22/2016	0.90	\$249,777.09
UMB Bank - Goldman Sachs Bank	CD	38147J3F7	8/27/2014	8/29/2016	0.80	\$249,854.30
UMB Bank - Peoples United Bank	CD	71270QFY7	8/27/2014	8/29/2016	0.85	\$249,895.67
UMB Bank - Sterling Bank	CD	85916VAL9	8/29/2014	8/29/2016	0.80	\$244,699.05
UMB Bank - Synovus Bank	CD	87164DFL9	9/4/2014	9/6/2016	0.80	\$244,959.43
UMB Bank -Comenity Capital Bank	CD	20033AGF7	9/2/2014	9/2/2016	0.80	\$249,743.33
UMB Bank -Bank Leumi USA NY NY	CD	063248EU8	9/10/2014	9/12/2016	0.80	\$244,635.98
UMB Bank -Customers Bank	CD	23204HBZ0	9/10/2014	9/12/2016	0.80	\$247,749.98
UMB Bank -Capital One Bank	CD	140420NY2	9/10/2014	9/12/2016	0.70	\$247,645.04
UMB Bank -Capital Bank Miami FL	CD	139800BK1	9/9/2014	8/15/2016	0.70	\$247,945.53
UMB Bank -Sonabank	CD	83540RFA6	9/5/2014	9/6/2016	0.75	\$247,991.91
UMB Bank -National Bk of Commerce	CD	633365BQ3	9/12/2014	9/12/2016	0.75	\$247,780.07
UMB Bank -Web bank Corp	CD	947547GX7	9/19/2014	9/19/2016	0.80	\$249,967.41
UMB Bank -BMW Bank North America	CD	05580AAS3	9/19/2014	9/19/2016	0.95	\$249,550.51
UMB Bank -Park National Bank	CD	700654AU0	9/19/2014	9/19/2016	0.90	\$244,704.32
UMB Bank -Patriot Bank Houston, TX	CD	70335XEW2	9/25/2014	9/26/2016	0.80	\$249,612.21

UMB Bank -Investors Bk / Short Hills	CD	46176PDL6	9/26/2014	9/26/2016	0.80	\$249,716.16
UMB Bank -Flushing Bank	CD	34387AAR0	9/29/2014	9/29/2016	1.00	\$249,580.01
UMB Bank -Medallion Bank Utah	CD	58403BS49	9/29/2014	9/29/2016	0.85	\$249,569.90
UMB Bank - Sallie Mae Bk	CD	795450TM7	10/1/2014	10/3/2016	1.00	\$248,218.78
UMB Bank - Everbank/Jacksonville FL	CD	29976DUV0	1/16/2015	1/15/2016	0.50	\$247,612.78
UMB Bank - Santander Bk	CD	80280JDA6	1/14/2015	1/14/2016	0.50	\$247,744.59
UMB Bank - American Expr Centurion	CD	02587DWP9	1/14/2015	12/4/2017	1.50	\$247,600.44
UMB Bank - Bk of North Carolina	CD	06414QUF4	1/30/2015	1/30/2017	1.00	\$247,580.32
UMB Bank - Crescent Bank New Orleans	CD	225645DJ6	4/24/2015	10/24/2017	0.90	\$223,758.21
UMB Bank - Midland States Bk	CD	59774QEM0	4/28/2015	11/14/2017	0.85	\$248,829.28
UMB Bank - JP Morgan Chase Bk	CD	48125YBG8	4/30/2015	4/30/2018	1.20	\$239,509.71
WELLS FARGO--Marlin Business Bk	CD	57116A-HF-8	12/27/2013	12/28/2015	0.55	\$244,710.90
WELLS FARGO--Bank of Baroda	CD	06062A-CU-1	12/24/2013	12/24/2015	0.60	\$244,774.60
COLLECTOR BANKS	DD	Various	Various	N/A	N/A	\$135,000.00
UMB Bank	FHLMC	3134G56P5	6/24/2014	6/24/2016	0.50	\$5,001,250.00
UMB Bank	FFCB	3133ED5Q1	10/28/2013	10/28/2015	0.33	\$9,998,800.00
UMB Bank	FNMA	3135G0ZV8	5/5/2015	10/17/2017	2.00	\$553,938.00
UMB Bank	FHLMC	3134G6XB4	5/14/2015	5/14/2018	1.25	\$9,989,300.00
UMB Bank	FMAC	3134G6J95	5/26/2015	5/25/2018	1.38	\$5,002,500.00
FIRST COMMUNITY CREDIT UNION	SVGS	920258516	10/27/2011	N/A	N/A	\$1.00
SCOTT CREDIT UNION	SVGS	0002063002-0000	2/14/2013	N/A	N/A	\$5.00
ASSOCIATED BANK	MM	2217257498	1/23/2012	N/A	0.20	\$101,291.59
BANK OF EDWARDSVILLE	MM	175132408	12/2/1997	N/A	0.10	\$4,179,125.44
CARROLLTON BANK	MM	40017273	8/12/2009	N/A	0.32	\$7,109,246.66
FIRST CLOVERLEAF BANK	MM	27002837	5/9/2006	N/A	0.05	\$2,857.54
BOS	MM	2003902	8/23/2011	N/A	0.40	\$250,414.25
BOS	MM	2003929	9/12/2011	N/A	0.40	\$641,358.59
IPTIP	MM	7139125061	5/31/2009	N/A	0.04	\$117,154.08
IPTIP	MM	151300230503	4/3/2013	N/A	0.04	\$10,003.76
Reliance Bank	MM	50091180	4/22/2015	N/A	0.40	\$17,071,610.10
THE EDGE BANK	MM	4300000654	6/4/2008	N/A	0.20	\$43,856.28
UMB BANK	MM	9871394433	5/24/2006	N/A	0.05	\$22,198,249.41
WELLS FARGO	MM	57130400	1/8/2008	N/A	0.01	\$12,195.14

Amount Total

\$ 138,053,594

The following four (4) resolutions were submitted and read:

BUNKER HILL FIRE PROTECTION DISTRICT

RESOLUTION

WHEREAS, the term of Sean Williams, Trustee of the BUNKER HILL FIRE PROTECTION DISTRICT, has become vacant due to his resignation; and,

WHEREAS, Timothy Thompson has been recommended for consideration and appointment,

NOW, THEREFORE BE IT RESOLVED that Timothy Thompson, be appointed to a 3 year unexpired term ending 5/2/2016.

FURTHER, that said Timothy Thompson give bond in the amount of \$1,000 with security to be approved by the Chairman on behalf of the Madison County Board.

Dated at Edwardsville, Illinois, this 15th day of July, 2015.

s/ Alan J. Dunstan
Madison County Board Chairman

* * * *

ZONING BOARD OF APPEALS FOR MADISON COUNTY

RESOLUTION

WHEREAS, the term of Larry Kacer, Member of the ZONING BOARD OF APPEALS FOR MADISON COUNTY, has become vacant due to his resignation; and,

WHEREAS, Pat St. Peters has been recommended for consideration and appointment,

NOW, THEREFORE BE IT RESOLVED that Pat St. Peters, be appointed to a 5 year unexpired term ending 4/21/2019.

Dated at Edwardsville, Illinois, this 15th day of July, 2015.

s/ Alan J. Dunstan
Madison County Board Chairman

* * * *

QUERCUS GROVE CEMETERY

RESOLUTION

WHEREAS, Paul Schaefer has been recommended for consideration and appointment as Trustee of the Quercus Grove Cemetery,

NOW, THEREFORE BE IT RESOLVED that Paul Schaefer, be appointed to a LIFETERM.

Dated at Edwardsville, Illinois, this 15th day of July, 2015.

s/ Alan J. Dunstan
Madison County Board Chairman

* * * *

WANDA CEMETERY BOARD

RESOLUTION

WHEREAS, the term of Cyndy Siler, Trustee of the WANDA CEMETERY BOARD, has expired; and,

WHEREAS, Cyndy Siler has been recommended for consideration and re-appointment,

NOW, THEREFORE BE IT RESOLVED that Cyndy Siler, be re-appointed to a 6 year term ending 8/16/2021.

Dated at Edwardsville, Illinois, this 15th day of July, 2015.

s/ Alan J. Dunstan
Madison County Board Chairman

Mr. Asadorian moved, seconded by Mr. Minner, to adopt the four (4) foregoing resolutions. **MOTION CARRIED.**

* * * * *

The following four (4) resolutions were submitted and read:

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.

	Payroll	Claims
	<u>06/05/2015& 06/19/2015</u>	<u>07/15/2015</u>
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
GRAND TOTAL	\$ 3,727,869.30	\$ 5,604,795.27

FY 2015 EQUITY TRANSFERS

FROM/

TO/

General Fund/

Special Revenue Fund/

County Revenue

Industrial Development Loan-UDAG \$50,000.00

General Fund/

Special Revenue Fund/

County Revenue

Employment & Training County Admin. \$15,800.00

General Fund/

Special Revenue Fund/

County Revenue

Foreclosure Mediation Fund \$96,159.94

Special Revenue Fund/

Special Revenue Fund/

Mental Health

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 storm water.

* * * *

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 addition 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

Mr. Minner moved, seconded by Mr. Asadorian, to adopt the four (4) foregoing resolutions.

The ayes and nays being called on the motion to adopt resulted in a vote as follows:

AYES: Adler, Alons, Asadorian, Brazier, Burris, Ms. Ciampoli, Ms. Dalton, Davis, Dodd, Ms. Glasper, Goggin, Ms. Hawkins, Ms. Kuhn, Madison, Malone, Maxwell, McRae, Meyer, Minner, Ms. Novacich, Petrillo, Robertson, Ms. Roosevelt, Semanisin, Ms. Tracy, Trucano and Walters.

NAYS: None.

AYES: 27. NAYS: 0. Whereupon the Chairman declared the four (4) resolutions duly adopted.

* * * * *

The following three (3) resolutions were submitted and read:

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 1ST and 2ND 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/ William Meyer
s/ Jamie Goggin
s/ Larry Trucano
s/ Michael Holliday, Sr.
Finance & Gov. Operations Committee

Mr. Malone moved, seconded by Mr. Robertson, to adopt the three (3) foregoing resolutions.

The ayes and nays being called on the motion to adopt resulted in a vote as follows:

AYES: Adler, Alons, Asadorian, Brazier, Burris, Ms. Ciampoli, Ms. Dalton, Davis, Dodd, Ms. Glasper, Goggin, Ms. Hawkins, Ms. Kuhn, Madison, Malone, Maxwell, McRae, Meyer, Minner, Ms. Novacich, Petrillo, Robertson, Ms. Roosevelt, Semanisin, Ms. Tracy, Trucano and Walters.

NAYS: None.

AYES: 27. NAYS: 0. Whereupon the Chairman declared the three (3) resolutions duly adopted.

* * * * *

The following report was received and placed on file:

Madison County
Health Department

Environmental Health	YTD
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
Health Promotion	YTD
Presentations	62
Community/ School Events	22
Emergency Preparedness and Response	YTD
Medical Reserve Corps Members	287

Personal Health Services	YTD
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
Hemophilic Influenza, 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 Meningitides, 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

* * * * *

The following resolution was submitted and read:

**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,

s/ Steve Brazier
Steve Brazier

s/Jack Minner
Jack Minner

Gussie Glasper

s/ Michael Holliday Sr.
Michael Holliday Sr.

s/ Terry Davis
Terry Davis

s/ Larry Trucano
Larry Trucano

Mike Walters

s/ Kelly Tracy
Kelly Tracy

s/ Liz Dalton
Liz Dalton

Ann Gorman

s/ Robert Pollard
Robert Pollard

s/ William Meyer
Bill Meyer

s/ Jamie Goggin
Jamie Goggin

s/ Jamie Goggin
Jamie Goggin

Judiciary Committee

Finance & Government Operations Committee

Mr. Brazier moved, seconded by Mr. Davis, to adopt the foregoing resolution.

The ayes and nays being called on the motion to adopt resulted in a vote as follows:

AYES: Adler, Alons, Asadorian, Brazier, Burris, Ms. Ciampoli, Ms. Dalton, Davis, Dodd, Ms. Glasper, Goggin, Ms. Hawkins, Ms. Kuhn, Madison, Malone, Maxwell, McRae, Meyer, Minner, Ms. Novacich, Petrillo, Robertson, Ms. Roosevelt, Semanisin, Ms. Tracy, Trucano and Walters.

NAYS: None.

AYES: 27. NAYS: 0. Whereupon the Chairman declared the foregoing resolution duly adopted.

The following six resolutions were submitted and read:

RESOLUTION – Z15-0064

WHEREAS, on the 25th 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.

s/ William Meyer
Bill Meyer, Chairman

s/ Jack Minner
Jack Minner

s/ Brenda Roosevelt
Brenda Roosevelt

s/ Brad Maxwell
Brad Maxwell

s/ Kelly Tracy
Kelly Tracy

s/ Robert Pollard
Robert Pollard

s/ Helen Hawkins
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 25th 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.

s/ William Meyer
Bill Meyer, Chairman

s/ Jack Minner
Jack Minner

s/ Brenda Roosevelt
Brenda Roosevelt

s/ Brad Maxwell
Brad Maxwell

s/ Kelly Tracy
Kelly Tracy

s/ Robert Pollard
Robert Pollard

s/ Helen Hawkins
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: Misterys, Campbell, Davis, and Koeller.

Nays to the motion: Misterys, none.

Absent were Misters: Sedlacek.
Where upon the Chairman declared the motion duly adopted.

* * * *

RESOLUTION – Z15-0060

WHEREAS, on the 25th 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.

s/ William Meyer
Bill Meyer, Chairman

s/ Jack Minner
Jack Minner

s/ Brenda Roosevelt
Brenda Roosevelt

s/ Brad Maxwell
Brad Maxwell

s/ Kelly Tracy
Kelly Tracy

s/ Robert Pollard
Robert Pollard

s/ Helen Hawkins
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: 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 – Z15-0063

WHEREAS, on the 25th 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.

s/ William Meyer

Bill Meyer, Chairman

s/ Jack Minner

Jack Minner

s/ Brenda Roosevelt

Brenda Roosevelt

s/ Brad Maxwell

Brad Maxwell

s/ Kelly Tracy

Kelly Tracy

s/ Robert Pollard

Robert Pollard

s/ Helen Hawkins

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 25th 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.

s/ William Meyer
Bill Meyer, Chairman

s/ Jack Minner
Jack Minner

s/ Brenda Roosevelt
Brenda Roosevelt

s/ Brad Maxwell
Brad Maxwell

s/ Kelly Tracy
Kelly Tracy

s/ Robert Pollard
Robert Pollard

s/ Helen Hawkins
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: Misterys, Campbell, Davis, and Koeller.

Nays to the motion: Misterys, none.

Absent were Misters: 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,

s/ William Meyer
Bill Meyer, Chairman

s/ Jack Minner
Jack Minner

s/ Brenda Roosevelt
Brenda Roosevelt

s/ Brad Maxwell
Brad Maxwell

s/ Kelly Tracy
Kelly Tracy

s/ Robert Pollard
Robert Pollard

s/ Helen Hawkins
Helen Hawkins

Planning & Development Committee

Mr. Meyer moved, seconded by Ms. Tracy, to adopt the six (6) foregoing resolutions.

The ayes and nays being called on the motion to adopt resulted in a vote as follows:

AYES: Adler, Alons, Asadorian, Brazier, Burris, Ms. Ciampoli, Ms. Dalton, Davis, Dodd, Ms. Glasper, Goggin, Ms. Hawkins, Ms. Kuhn, Madison, Malone, Maxwell, McRae, Meyer, Minner, Ms. Novacich, Petrillo, Robertson, Ms. Roosevelt, Semanisin, Ms. Tracy, Trucano and Walters.

NAYS: None.

AYES: 27. NAYS: 0. Whereupon the Chairman declared the six (6) resolutions duly adopted.

* * * * *

The following report was received and placed on file:

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/ Bruce Malone
s/ Steve Adler
s/ Art Asadorian
s/ Bill Robertson
s/ Tom McRae

PUBLIC SAFETY COMMITTEE

* * * * *

The following two (2) resolutions were submitted and read:

**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
Public Safety Committee

s/Jamie Goggin
Jamie Goggin
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, 2015, 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 and Triad Middle School to reduce the incidence of criminal activity at or on the campus of the schools; 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:

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 Two Deputies and two squad cars available to be used exclusively for patrol and police services as defined in Section 1(a) above, for one shift (8 hours per Deputy) 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 deputies 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 deputies assigned to TRIAD and the SHERIFF. TRIAD shall provide the SHERIFF with the TRIAD radio communication frequency so that the deputies may communicate directly with the TRIAD administration and bus personnel where necessary.

f) While the deputies are on patrol at TRIAD, they 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 deputies 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 deputies 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 deputies 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.

SELECTION PROCESS.

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

b) In the event the SHERIFF determines the assigned deputies would be best utilized by assignment in a different capacity or for any other reasonable cause, the deputies may be reassigned by the SHERIFF and another deputy or deputies may be assigned to TRIAD, provided the replacement are 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 (or deputies) during any training period. For reasonable cause, TRIAD shall also have the right to request a replacement deputy or deputies, 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).

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 a deputy or deputies, the determination thereof shall be made by the SHERIFF after considering input from TRIAD, and shall be final and conclusive as between the parties hereto.

ASSIGNMENTS.

c) Subject to the terms of this Agreement, the planning, organization, scheduling and direction of the daily activities of the deputy or deputies 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.

d) On days during the term of this Agreement when the deputies 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 or deputies shall report to the SHERIFF for assignment.

e) In the case of an emergency within TRIAD, at a location other than the high school or middle school, where immediate response by the SHERIFF'S personnel is deemed necessary by the SHERIFF or TRIAD, the deputies 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.

f) On days during the term of this Agreement when a 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.

COMPENSATION.

g) TRIAD shall not be liable for the direct payment of wages or other compensation to the deputies providing police services to TRIAD pursuant to this Agreement.

h) TRIAD shall furnish at its own expense all necessary office space, furniture and furnishings, office supplies, janitor services, telephone, and other utilities for the deputies in connection with the performance of their duties in and under this Agreement.

i) 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 deputies' salary for that portion of the school year the deputies are 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 deputies are entitled for services to TRIAD, pursuant to the UNION CONTRACT;
3. That the deputies shall report to the SHERIFF for assignment on non-school days as defined in Section S(b) of this Agreement and that TRIAD shall not reimburse the County for the deputies' wages for these non-school days;
4. That TRIAD shall be responsible for reimbursing the COUNTY for any wages for time the deputies utilize 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 deputies are entitled, pursuant to the UNION CONTRACT, with said pro rata basis being based on the number of days the deputies shall be assigned to TRIAD out of the total work year which shall not exceed 174 days per school year, (i.e., $(174/260) \times$
.) the total cost of the benefits listed);
6. That TRIAD shall reimburse the COUNTY for that portion of the deputies' 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 or deputies assigned to TRIAD to replace the deputy or deputies for any vacation days, sick days or for any other leave only if TRIAD has requested a replacement deputy or deputies.

j) 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.

k) 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.

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.

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 a deputy deputies, 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.

TERM AND TERMINATION.

a) This Agreement shall be in effect from August 1, 2015, to July 31, 2018, 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.

GENERAL.

d) 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;

e) 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;

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

g) 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.

h) 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.

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

j) 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. 2015
County of Madison

By: _____
Madison County Board Chairman

By: _____
Sheriff of Madison County

Attest: _____
Madison County Clerk

DATED this _____ day of _____, A.D., 2015

TRIAD COMMUNITY UNIT SCHOOL DISTRICT NO.2
Board of Education

By: _____
President, Board of Education

Attest: _____
Secretary, Board of Education

EXHIBIT 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 deputies' police supervisor, which occur during the regular school day on school property while the deputy or deputies are 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 deputies, 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.

I
Exhibit B

**INTERGOVERNMENTAL AGREEMENT
RECIPROCAL REPORTING OF CRIMINAL OFFENSES COMMITTED BY STUDENTS**

THIS AGREEMENT is by and between the BOARD OF EDUCATION OF TRIAD SCHOOL DISTRICT NO. 2, MADISON COUNTY, ILLINOIS (hereinafter referred to as "School District") and the MADISON COUNTY SHERIFF'S OFFICE, MADISON COUNTY, ILLINOIS (hereinafter referred to as "the Sheriff's Office").

WITNESSETH:

WHEREAS, the Sheriff's Office has responsibility for law enforcement within the boundaries of the School District; and

WHEREAS the School District and the Sheriff's Office have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Sheriff's Office regarding criminal offenses committed by students enrolled in the School District; and

WHEREAS, this Agreement is authorized by the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.*, providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, Section 10-20.14 of *The School Code* mandates that the School District's parent-teacher advisory committee develop and maintain, along with the School Board, a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the School District and the Department hereby agree as follows:

1. LIAISON

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Sheriff's Office for the purpose of reciprocal reporting of criminal offenses committed by students. The Sheriff's Office shall likewise designate an administrative contact person to act as a liaison between the Sheriff's office and the School District for the purpose of reciprocal reporting of criminal offenses committed by students.

CRIMINAL OFFENSES/REPORTING AND RECORDS DISCLOSURE

- A. Whenever the School District receives information that a student may have committed a criminal offense on school grounds, off school grounds, at a school sponsored activity, or against school personnel, the School District liaison may notify the Sheriff's Office liaison, subject to any limitations imposed by law. To the extent that such information is contained in a school student record, the School District will provide prior written notice to the student's parents, or the student if applicable, as may be required by law.
- B. Whenever the Sheriff's Office receives information that a student may have committed a criminal offense, as limited by Section 2.E of this Agreement, if applicable, the Sheriff's Office liaison shall notify the School District liaison in writing.
- C. Information reported pursuant to this Agreement shall include information pertaining to activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school, including any criminal or gang-related activity.
- D. Upon request of the School District, the Sheriff's Office shall provide access to the criminal records of students, subject to the limitations in Section 2.E of this Agreement, if applicable.

- E. The Sheriff Office provision of and the School District's access to the Department's records relating to a minor who has been arrested before his or her 17th birthday, for purposes of inspection and copying of said records, shall be limited to records of minors enrolled in the School District who have been arrested for any offense classified as a felony or a Class A or B misdemeanor.

The limitations of this paragraph shall be expanded or further restricted in accordance with any subsequent amendments to Section 5-905 of the *Juvenile Court Act of 1987* (705 ILCS 405/5-905) or other laws.

- F. Pursuant to 705 ILCS 405/5-901(1)(b)(v), court files of juvenile delinquency proceedings, redacted to remove any information identifying the victim or alleged victim of any sex offense, will be disclosed to the School District if the District provides educational, medical or mental health services to the juvenile and disclosure is necessary for the discharge of the District's official duties.

- G. Notwithstanding the restrictions in Section 2.E above on the provision of and access to the Sheriff's Office records, in accordance with Section 22-20 of *The School Code* (105 ILCS 5/22-20), the Sheriff's Office shall report to the Principal whenever a child enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987*, as heretofore and hereafter amended, or for any criminal offense or any violation of a municipal ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the Principal of developments and the disposition of the matter. The information transmitted to the School District pursuant to this paragraph shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the principal(s), counselors and teachers of the School District to aid in the proper rehabilitation of the child and to protect the safety of the students and employees in the school.

- H. Information disclosed to the School District by the Sheriff's Office shall include the information provided to the School District by or through the State's Attorney pursuant to Section 5-901 of the *Juvenile Court Act of 1987* (705 ILCS 405/5-901) regarding adjudications of delinquency.

3. CONFIDENTIALITY

In accordance with the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*) and the federal *Family Educational Rights and Privacy Act* (20 U.S.C 1232g), any and all information received by the School District as a result of this Agreement that is considered a student record shall be kept confidential by the School District in accordance with these laws. In accordance with the *Illinois School Student Records Act* and the regulations implementing the federal *Family Educational Rights and Privacy Act of 1974* (34 C.F.R. 99), any and all information received by the Sheriff's Office as a result of this Agreement and contained in a student record shall not be disclosed to another party, except as provided under Illinois law, without the prior written consent of the parent of the student.

4. TERM

The parties to this Agreement understand and agree that this Agreement shall commence the day and year which the Agreement is last signed by a party. This Agreement shall remain in effect from year-to-year thereafter, as may be modified pursuant to Section 6 of this Agreement, until terminated by written notice of either party.

.)

NOTIFICATION

A. Any and all notices required hereunder to be sent to the School District shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, at the following address:

Leigh Lewis, Superintendent
Triad Community Unit School District No. 2
203 East Throp Street
Troy, IL 62294

Or by personal delivery of any such notice delivered to an employee of the School District at its District administration office during the regular business hours of said office.

Any and all notices required to be sent to the Madison County Sheriff's Office shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, at the following address:

Madison County Sheriff's Office
Attention: Chief Deputy Sheriff
405 Randle Street
Edwardsville, Illinois 62025

Or by personal delivery of any such notice delivered to an employee of the Sheriff's Office at its administration office during the regular business hours of said office.

MODIFICATION

The agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.

ASSIGNMENT

Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the patties have entered into this Agreement as of the day and year first above written.

BOARD OF EDUCATION
TRIAD SCHOOL DISTRICT NO. 2 MADISON COUNTY, ILLINOIS
By: _____

MADISON COUNTY SHERIFF'S OFFICE
MADISON COUNTY, ILLINOIS

SAMPLE

PARENT-TEACHER ADVISORY COMMITTEE GUIDELINES FOR COOPERATION
WITH LOCAL LAW ENFORCEMENT AGENCIES

1. The District shall enter into an Intergovernmental Agreement with the local law enforcement agencies for the reciprocal reporting of information regarding criminal offenses committed by students.
2. The Parent-Teacher Advisory Committee shall develop and implement, with the Board of Education, and in cooperation with the local law enforcement agencies, these Guidelines for the reciprocal reporting of information, which shall comply with all provisions of the Intergovernmental Agreement.
3. The parent-teacher advisory committee and the Board shall designate an administrative contact person to act as a liaison between the School District and local law enforcement agencies for the purposes of reciprocal reporting of information regarding criminal offenses committed by students.
4. The contact person shall communicate with all identified local law enforcement agencies and request that the agencies designate a contact person within the agency for reporting criminal offenses committed by students.
5. Whenever the District or Board receives information that a student may have committed a criminal offense as defined in the Intergovernmental Agreement, the Board's contact person may notify his/her counterpart at the local law enforcement agencies, subject to any limitations imposed by law.
6. At least two times per school year, the Board's contact person will check with his/her counterpart at the local law enforcement agencies to determine if any criminal offenses ~~committed by students have been committed.~~

With respect to local law enforcement agency records relating to a minor who has been arrested before his or her 17th birthday, disclosure of such records for the purpose of inspection and copying shall be limited to records of minors enrolled in the School District who have been arrested for any offense classified as a felony or a Class A or B misdemeanor.

Legislative Reference: *The School Code, 105 ILCS 5/10-20.14, 22-20
Juvenile Court Act, 705 ILCS 405/5-901(1)(b)(v), 405/5-901(8), 405/5-905(1)(h)*

Notwithstanding the above restriction on records to be inspected and copied, the Board's contact person shall verify that the local law enforcement agencies have reported to the principal of a school whenever a student enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987* or for any criminal offense or any violation of a municipal or county ordinance, the basis of the detention, the circumstances surrounding the detention and the status of the proceedings. (This information is to be kept separate from the student's school record and is not a public record. The School District is to use this information solely for the proper rehabilitation of the student and to protect the safety of the students and employees of the school.)

7. The Board's contact person shall also verify at least two times per school year that the State's Attorney has provided the principal or superintendent with a copy of the juvenile court's dispositional order in the event of a student's adjudication of delinquency as defined in the *Criminal Code of 1961* for:
 - (a) a crime which would be a felony if committed by an adult;
 - (b) unlawful use of weapons;
 - (c) unlawful sale of firearms;
 - (d) unlawful possession of firearms and firearm ammunition; or
 - (e) defacing identification marks of firearms.

8. Access to a student's juvenile court dispositional order, as described in paragraph 7 above, shall be limited to the principal or superintendent of the school or any guidance counselor designated by the principal or superintendent.
9. A student's juvenile court file, redacted to remove any information identifying the victim of an alleged sex offense, may be disclosed to the School District if the District provides educational, medical or mental health services to the student and such disclosure is necessary for the discharge of the District's official duties.
10. Law enforcement records pertaining to a student arrested or taken into custody before his or her 17th birthday may be released to school officials under the Reciprocal Reporting Agreement when that student has been arrested for any offense classified as a felony or a Class A or B misdemeanor.
11. Release of student records to juvenile authorities shall be governed by the following. After January 1, 2000, when a juvenile authority requests information before the adjudication of a student, and receipt of the information is necessary for the juvenile authority to discharge his or her official duties, school student records or information contained in them may be released, transferred, or disclosed to the juvenile authority. Before the information is released, the juvenile authority must certify in writing that the information will not be disclosed to any other party except as provided under law or order of court.' In this context, a juvenile authority is:
 - (a) a judge of the court and members of the staff of the court designated by the judge;
 - (b) parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys;
 - (c) probation officers and court appointed advocates for the juvenile authorized by the judge hearing the case;
 - (d) any individual, public or private agency having custody of the child pursuant to court order;
 - (e) any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor;
 - (f) any potential placement provider when such release is authorized by the court for the limited purpose of determining the appropriateness of the potential placement;
 - (g) law enforcement officers and prosecutors;
 - (h) adult and juvenile prisoner review boards;
 - (i) adult and juvenile prisoner review boards;
 - G) Authorized military personnel; or
 - (k) Individuals authorized by court.

Ms. Glasper moved, seconded by Mr. Asadorian, to adopt the two (2) foregoing resolutions.

The ayes and nays being called on the motion to adopt resulted in a vote as follows:

AYES: Adler, Alons, Asadorian, Brazier, Burris, Ms. Ciampoli, Ms. Dalton, Davis, Dodd, Ms. Glasper, Goggin, Ms. Hawkins, Ms. Kuhn, Madison, Malone, Maxwell, McRae, Meyer, Minner, Ms. Novacich, Petrillo, Robertson, Ms. Roosevelt, Semanisin, Ms. Tracy, Trucano and Walters.

NAYS: None.

AYES: 27. NAYS: 0. Whereupon the Chairman declared the two (2) resolutions duly adopted.

* * * * *

The following resolution was submitted and read:

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:

s/ Debra D. Ming Mendoza
Clerk

s/ Alan J. Dunstan
Chairman

Submitted by:

s/ Larry Trucano
s/ Steve Brazier
s/ Tom McRae
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

			Totals:	\$2,031.00	\$0.00	\$0.00	\$234.00	\$1050.00	\$747.00
							Clerk Fees:		\$0.00
							Recorder:		\$234.00
							Total to County		\$981.00

Mr. Trucano moved, seconded by Mr. Walters, to adopt the foregoing resolution.

The ayes and nays being called on the motion to adopt resulted in a vote as follows:

AYES: Adler, Alons, Asadorian, Brazier, Burris, Ms. Ciampoli, Ms. Dalton, Davis, Dodd, Ms. Glasper, Goggin, Ms. Hawkins, Ms. Kuhn, Madison, Malone, Maxwell, McRae, Meyer, Minner, Ms. Novacich, Petrillo, Robertson, Ms. Roosevelt, Semanisin, Ms. Tracy, Trucano and Walters.

NAYS: None.

AYES: 27. NAYS: 0. Whereupon the Chairman declared the foregoing resolution duly adopted.

* * * * *

The following resolution was submitted and read:

**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,

s/ Kristen Novacich
Kristen Novacich

s/ Jack Minner
Jack Minner

s/ Terry Davis
Terry Davis

s/ Michael Holliday Sr
Michael Holliday, Sr.

s/ Art Asadorian
Art Asadorian

s/ Larry Trucano
Larry Trucano

s/ Helen Hawkins
Helen Hawkins

s/ Kelly Tracy
Kelly Tracy

s/ Brenda Roosevelt
Brenda Roosevelt

s/ William Meyer
Bill Meyer

Ann Gorman

s/ Jamie Goggin
Jamie Goggin

Sewer Facilities Committee

Finance & Government Operations Committee

Ms. Novacich moved, seconded by Mr. Davis, to adopt the foregoing resolution.

The ayes and nays being called on the motion to adopt resulted in a vote as follows:

AYES: Adler, Alons, Asadorian, Brazier, Burris, Ms. Ciampoli, Ms. Dalton, Davis, Dodd, Ms. Glasper, Goggin, Ms. Hawkins, Ms. Kuhn, Madison, Malone, Maxwell, McRae, Meyer, Minner, Ms. Novacich, Petrillo, Robertson, Ms. Roosevelt, Semanisin, Ms. Tracy, Trucano and Walters.

NAYS: None.

AYES: 27. NAYS: 0. Whereupon the Chairman declared the foregoing resolution duly adopted.

* * * * *

The following resolution was submitted and read:

**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.

s/ Joe Semanisin
Joe Semanisin

s/ Mike Walters
Mike Walters

s/ Larry Trucano
Larry Trucano

s/ William Meyer
Bill Meyer

s/ Kelly Tracy
Kelly Tracy

s/ Art Asadorian
Art Asadorian

s/ Bill Robertson
Bill Robertson

Transportation Committee

Mr. Semanisin moved, seconded by Mr. Asadorian, to adopt the foregoing resolution.

The ayes and nays being called on the motion to adopt resulted in a vote as follows:

AYES: Adler, Alons, Asadorian, Brazier, Burris, Ms. Ciampoli, Ms. Dalton, Davis, Dodd, Ms. Glasper, Goggin, Ms. Hawkins, Ms. Kuhn, Madison, Malone, Maxwell, McRae, Meyer, Minner, Ms. Novacich, Petrillo, Robertson, Ms. Roosevelt, Semanisin, Ms. Tracy, Trucano and Walters.

NAYS: None.

AYES: 27. NAYS: 0. Whereupon the Chairman declared the foregoing resolution duly adopted.

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Mr. Walters: I can't let this go. I think it is a slap in the face for you, myself, Representative Beiser and Stephens, Senator Watson, that worked on that medical malpractice bill many years ago to stop the leaking of doctors from this area, and it was a serious problem and to say it wasn't is simply not true. To say people aren't leaving the state, all you have to do is look at how many congressional districts we have. 12 years ago we had 21 and now we are down to 18, over a million people have left the state. Well over a quarter of a million, I've heard up over 500,000 have left the state over the past 14 years. To say that the state is doing great, it's not in the condition of this county for sure, it's in a lot problems. We have got to do something and I hope that the leaders can come together and work together to do something like we do here in the county.

Mr. Meyer moved, seconded by Ms. Tracy, to recess this session of the Madison County Board Meeting until Wednesday, August 19, 2015. **MOTION CARRIED.**

ATTEST: Debbie Ming-Mendoza
County Clerk

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