

STATE OF ILLINOIS)
BOARD

VERMILION COUNTY

VCAB- 201 N. Vermilion Street
2nd Floor
Tuesday, October 8, 2019
6:00 PM

) SS:

COUNTY OF VERMILION)

AGENDA
(Reconvened from September 10, 2019)

1. Call to Order
2. Invocation/Moment of Silence- Phearn Butler
3. Pledge of Allegiance- Tom Morse
4. Roll call – Members Present and Roll Call for Attendance via Telephone
5. Adoption or Amendment of Agenda
6. Approval of minutes
7. Report on Claims-Report on Claims- October 2019
8. Raffle/Poker Run Application List
9. Audience Comments
10. **Executive & Legislation (Baughn)**
 - A. Resolution: Collection of Delinquent Taxes
 - B. Intergovernmental Agreement- Providing for Specified Employees of County of Vermilion, Illinois, Being Assigned to the Danville Public Building Commission, Vermilion County, Illinois
 - C. Public Safety Building Lease
 - D. Amended Sublease Agreement for Maintenance of Juvenile Detention Facility
 - E. Resolution- Approval for Solar Farm Project- Ridge Farm Area
 - F. Ordinance – Appointment Process for County Board Chairman’s Appointments
 - G. Resolution- Re: Delinquent Tax Program and Agent
 - H. Resolution- Internal Policies
 - I. Ordinance- RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for Animal Regulations-Line Item Transfer- Totaling- \$3,820.93
11. **Finance/Personnel (Fourez)**
 - A. Financial Update
 - B. Ordinance – Re: Amendment to the Combined Annual Budget and Appropriation Ordinance for Vermilion County, Illinois for 2019-2020 Fiscal Year (Section A – Page 1)
 - C. Ordinance: 2019-2020 Annual Tax Levy (Section C – Page 1)

12. **Health & Education (Green)**
 - A. Ordinance – Re: Amendment to the Combined Annual Budget and Appropriation Ordinance for Mental Health \$16,702.91
 - B. Ordinance – Re: Amendment to the Combined Annual Budget and Appropriation Ordinance for Regional Office of Education- \$770.82
13. **Judicial & Rules (Hart)**
 - A. Ordinance – Re: Amendment to the Combined Annual Budget and Appropriation Ordinance for Judicial & Rules - \$15,000
14. **Property (Bieritz)**
 - A. Ordinance – Re: Amendment to the Combined Annual Budget and Appropriation Ordinance for the County Building and Grounds Department - \$42,300
15. **Public Safety (Nesbitt)**
 - A. Ordinance – Re: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Sheriff’s Department - \$24,748
16. **Tax & Elections (Morse)**
 - A. Ordinance – Re: Amendment to the Combined Annual Budget and Appropriation Ordinance for the County Clerk - \$8,000
17. **Transportation (Eakle)**
 - A. Ordinance – Re: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Highway Department- \$200,000
18. **Executive Sessions:**
 - A. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2.06**

To determine whether or not to release minutes from executive sessions of the County Board.
 - B. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (1)**

The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.
 - C. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (2)**

Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.
 - D. **Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (6)**

The setting of a price for sale or lease of property owned by the public body.
 - E. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (11)**

Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
19. **Chairman’s Comments/Items of Information**
 - A. October Birthdays: Wesley Bieritz, & Steven Fourez
 - B. Committee Chairperson’s Comments (Golden, Baughn, Fourez, Green, Hart, Bieritz, Nesbitt, Morse, Eakle, & Walls)

C. Board Member Comments

20.

Announcements for October 2019

FEATHER CREEK DRAINAGE DISTRICT OF VERMILION COUNTY To Expire September 2022

Term Expired: Mark G. Shepherd; 4960 E 1850 North Rd; Fithian, IL 61844

3 Year Term: 09/2019 - 09/2022

Application on File:

HOOPESTON DRAINAGE DISTRICT #7011 To Expire September 2022

Term Expired: Scott Leemon; 48874 N 1300 East Rd; Hoopeston, IL 60942

(Deceased) 3 Year Term: 09/2019 - 09/2022

Application on File:

NORTH FORK SPECIAL SERVICE AREA To Expire September 2021

Unexpired Term: Paul Manion; 15000 E 4000 North Road, Hoopeston, IL

60942 (Resigned September 14, 2019) 3 Year Term: 01/2018 - 01/2021

Application on File:

VERMILION COUNTY EXPANDED CIVIC CENTER AUTHORITY

To Expire November 2022

Term Expiring: Tonya Hill; 15086 N 1250 E Rd; Catlin, IL 61817

3 Year Term: 12/2019 - 11/2022

Application on File:

VERMILION COUNTY REGIONAL AIRPORT AUTHORITY To

Expire December 2024

Term Expiring: William T. Ingram; 107 Carrigan; Catlin, IL 61817

5 Year Term: 01/2020-12/2024

Application on File:

21.

Readings for October 2019

CRIS RURAL MASS TRANSIT To Expire October 2022

Term Expiring: Jayne Darby 16800 E. 2715 N. Road, Danville, IL 61834

3 Year Term: 10/2019-10/2022

Application on File:

ALVIN DRAINAGE DISTRICT To Expire September 2020

Term Expired: Joanne Howard (Deceased)

3 Year Term: 09/2017-09/2020

Application on File:

BENEFICIAL DRAINAGE DISTRICT To Expire September 2022

Term Expiring: Bruce Frank; 8760 E 4200 North Rd; Hoopeston, IL 60942

3 Year Term: 09/2019-09/2022

Application on File: Bruce Frank; 8760 E 4200 North Rd; Hoopeston, IL 60942

BROUGHER DRAINAGE DISTRICT #8236 To Expire September 2022

Term Expiring: Edward J. Layden Jr; 41314 N. 2000 East Rd; Hoopeston, IL

60942 3 Year Term 09/2019-09/2022

Application on File: Edward J. Layden Jr.; 41314 N. 2000 East Rd; Hoopeston, IL 60942

CARROLL JAMAICA DRAINAGE DISTRICT To Expire September 2022
Term Expiring: Ralph Puzey; 13691 E 1100 North Rd; Westville, IL 61883
3 Year Term 09/2019-09/2022
Application on File: Ralph Puzey; 13691 E 1100 North Rd; Westville, IL 61883

MAPLE GROVE DRAINAGE DISTRICT To Expire September 2022
Luke Janosik 9801 State Route 1; Westville, IL 61883
3 Year Term: 09/2019-09/2022 Application on File:

SANDUSKY BRANCH DRAINAGE DISTRICT #9608 To Expire
September 2022
Term Expiring: William Stine; 12176 E 560 North Rd.; Catlin, IL 61817
3 Year Term: 09/2019-09/2022
Application on File: William Stine; 12176 E 560 North Rd.; Catlin, IL 61817

UNION DRAINAGE DISTRICT (NEWELL & S. ROSS) To Expire
September 2022 Term Expiring: Dan Cunningham 26528 N. 2150 East Rd,
Bismarck, IL 61814 3 Year Term: 09/2019- 09/2022
Application on File: Dan Cunningham 26528 N. 2150 East Rd, Bismarck, IL 61814

**VERMILION COUNTY FARMLAND ASSESSMENT REVIEW
COMMITTEE** To Expire June 2022 Term Expiring: Kevin Green 17938 N.
680 East Rd, Fairmount, IL 61844
3 Year Term: 06/2019- 06/2022 (Declined re-appointment)
Application on File:

VERMILION COUNTY HEALTH DEPARTMENT BOARD To Expire
November 2022 Terms Expiring:
Dr. Karen Broaders; 3308 Park Haven Blvd; Danville, IL 61832
Dr. Holly Maes; 39 Country Club Dr.; Danville, IL 61832
3 Year Terms: 12/2019-11/2022
Applications on File: Dr. Wahid Tazudeen; 2576 Rue Bienville; Danville, IL 61832
Dr. Karen Broaders; 3308 Park Haven Blvd; Danville, IL 61832
Dr. Wes Bieritz; 2806 Strawberry Cove; Danville, IL 61832

VERMILION COUNTY HEALTH DEPARTMENT BOARD (County
Board position) to Expire November 2020
Term Expiring: Marla Mackiewicz; 144 Adams; Westville, IL 61883
1 Year Term: 12/2019-11/2020
Application on File: Marla Mackiewicz; 144 Adams; Westville, IL 61883

GEORGETOWN FIRE PROTECTION DISTRICT #10660 To Expire
September 2022
Term Expiring: Brad Hayes 301 S. Church Street, Georgetown, IL 61846
3 Year Term: 09/2019 - 09/2022
Application on File: Doug Wadsworth; 104 Apache Drive; Georgetown, IL 61846

GEORGETOWN FIRE PROTECTION DISTRICT #10660 To Expire
October 2022 Terms Expiring: Rusty L. Berry; 20738 Mill Rd; Georgetown, IL 61846

Jeffery L. Galyen; 406 E. 14th St.; Georgetown, IL 61846
3 Year Terms: 10/2019-10/2022
Applications on File: Jeffery L. Galyen; 406 E. 14th St.; Georgetown, IL 61846
Rusty L. Berry; 20738 Mill Rd; Georgetown, IL 61846

OAKWOOD FIRE PROTECTION DISTRICT To Expire May 2022
Term Expired: Randy Smith; 21339 Newtown Rd.; Oakwood, IL 61858
3 Year Term: 05/2019-05/2022
(Declined Reappointment)
Application on File:

22. **Appointments for October 2019**

The following appointment is for the **Cris Rural Mass Transit Board of Directors** Unexpired Term: Jerry Prideaux (Deceased)
Appointment: Bill Faulstich; 1 Cambridge Place; Danville, IL 61832
Remainder of Term: 10/2019-10/2021

The following appointment is for the **Beneficial Special Drainage District**:
Term Expired: Joe Peters; 38167 N 1130 East Rd; Hoopeston, IL 60942
Appointment: Joe Peters; 38167 N 1130 East Rd; Hoopeston, IL 60942
3 Year Term: 09/2018-09/2021

The following appointment is for the **Hastings Drainage District #9267**:
Term Expired: John Mills 7335 N 500 East Rd; Fairmount, IL 61841
Appointment: John Mills 7335 N 500 East Rd; Fairmount, IL 61841
3 Year Term: 09/2017-09/2020

The following appointment is for the **Johnson Drainage District #8735**
Term Expired: Larry Ideus; 2047 E 3700 North Rd; Rankin, IL 60960
Appointment: Larry D. Ideus; 2047 E 3700 North Rd; Rankin, IL 60960
3 Year Term: 09/2018-09/2021

The following appointment is for the **Little Vermilion Drainage District #9925**
Term Expired: Gerald Taylor; 4008 N 600 East Rd; Sidell, IL 61876
Appointment: Gerald Taylor; 4008 N 600 East Rd; Sidell, IL 61876
3 Year Term: 09/2019-09/2022

The following appointment is for the **Union Drainage District #1 #11002**
Term Expired: Randy Allen; 735 CR 2800 E; Homer, IL 61849
Appointment: Randy Allen; 735 CR 2800 E; Homer, IL 61849
3 Year Term: 09/2018-09/2021

The following appointment is for the **Union Drainage District #1 Sidell and Young America** Term Expired: Ryan Taylor; 4010 N 600 East Rd; Sidell, IL 61876
Appointment: Ryan Taylor; 4010 N 600 East Rd; Sidell, IL 61876
3 Year Term: 09/2018-09/2021

The following appointment is for the **Union Drainage District #3 - 12056**
Term Expired: Chris Crawford; 10330 E 980 North Rd; Catlin, IL 61817
Appointment: Chris Crawford; 10330 E 980 North Rd; Catlin, IL 61817
3 Year Term: 09/2017-09/2020

The following appointment is for the **Vermilion County Conservation District**

Term Expired: Jonathan Myers 6624 E. Lincoln Trail Road, Fithian, IL 61844

Appointment: Michael P. Arbuckle; 13764 E. 580 North Rd; Georgetown, IL 61846 5 Year Term: 06/2019-06/2024

The following appointment is for the **Rankin Fire Protection District #10117**

Term Expired: Rex Green; Box 191; East Lynn, IL 60932

Appointment: Skip Betka; 6284 E 4000 North Rd; Rankin, IL 60960
3 Year Term: 05/2018-05/2021

23. **Vacancies**

Drainage District# 1 - # 8445 (GRANT TWP)

Term Expired: Brad Herman; 17260 State Route 9; Hoopeston, IL 60942

3 Year Term: 09/2018- 09/2021

Olivet Public Water District# 65-Z-47:

Term Expired: Chuck Leaman; 15531 Illinois Avenue, Georgetown, IL 61846

3 Year Term: 5/19-5/22

Vermilion County Housing Authority

Term Resigned: Norman Anglin, 1013 Belton, Danville, IL 61832 (Moved)

5 Year Term 05/18-05/23

Drainage District No. 4 #10478 (Jamaica & Sidell)

Term Expired: Jay Hageman 7558 N. 300 East Road, Fairmount, IL 61841

(Deceased) 3 Year Term: 09/19-09/22

Union Drainage District 3 - # 12056

Term Expired: Jay Hageman; 7558 N. 300 E. Road, Fairmount, IL 61841

(Deceased) 3 Year Term: 09/19-09/22

24. Recess to Tuesday November 12, 2019, 6 PM- At the Vermilion County Administration Building located at 201 N. Vermilion Street

STATE OF ILLINOIS)
) SS:
COUNTY OF VERMILION)

VERMILION COUNTY BOARD
SEPTEMBER 10, 2019
6:00 P.M.

MINUTES

The County Board of Vermilion County, State of Illinois met in the County Board Room in the Vermilion County Administration Building in the City of Danville, Vermilion County, Illinois on the 10th day of September, 2019.

Upon call of the roll, 19 were present, 8 absent. Mr. Boyd, Ms. Brenneman, Mr. Green, Mr. Hart, Ms. Haton, Ms. Mackiewicz, Ms. Witzel, and Mr. A. J. Wright.

Invocation: Jim Russell

Mr. Morse led the Pledge of Allegiance

Attest: Cathy Jenkins, County Clerk

Chairman Baughn in the Chair

ADOPTION OR AMENDMENT TO THE AGENDA

Chairman Baughn entertained a motion to approve the agenda as presented: Motion made by Mr. Weaver. Second by Mr. Bieritz. Motion carried by acclamation.

APPROVAL OF MINUTES

Chairman Baughn entertained a motion to approve minutes as presented. Motion made by Mr. Eakle. Second by Ms. Walls. Motion carried by acclamation.

REPORT ON CLAIMS -AUGUST 2019

Chairman Baughn entertained a motion to dispense with the reading of the Report on Claims and place on file. Moved by Mr. Fourez. Second by Mr. Bird.

Upon call of the roll, 19 voted yes, 8 absent. Motion carried.

The following members voted yea, to-wit:

Bieritz Bird Butler Duncan Eakle Fourez Golden Mockbee Morse Nesbitt O’Kane Stark, Becky Stark, Bruce Thatcher Walls Watson Weaver Wright, Dan Baughn

The following members were absent, to-wit:

Boyd Brenneman Green Hart Haton Mackiewicz Witzel Wright, A. J.



August 2019 Report on Claims

Account	Account Description	MTD Debits
Fund 001 - GENERAL FUND		
	Fund 001 - GENERAL FUND Totals	\$589,608.16
Fund 002 - IMRF FUND		
	Fund 002 - IMRF FUND Totals	\$42,374.30
Fund 003 - VERMILION CO HEALTH DEPARTMENT		
	Fund 003 - VERMILION CO HEALTH DEPARTMENT Totals	\$60,377.69
Fund 004 - MENTAL HEALTH 708 FUND		
	Fund 004 - MENTAL HEALTH 708 FUND Totals	\$69,085.47
Fund 005 - LIABILITY INSURANCE FUND		
	Fund 005 - LIABILITY INSURANCE FUND Totals	\$16,983.08
Fund 006 - PSB RENT FUND		
	Fund 006 - PSB RENT FUND Totals	\$709,098.79
Fund 007 - COUNTY HIGHWAY FUND		
	Fund 007 - COUNTY HIGHWAY FUND Totals	\$31,400.40
Fund 008 - MFT COUNTY FUND		
	Fund 008 - MFT COUNTY FUND Totals	\$11,168.22
Fund 009 - LAW ENFORCEMENT FUND		
	Fund 009 - LAW ENFORCEMENT FUND Totals	\$57,641.80
Fund 010 - INDEMNITY FUND		
	Fund 010 - INDEMNITY FUND Totals	\$0.00
Fund 011 - ANIMAL CONTROL FUND		
	Fund 011 - ANIMAL CONTROL FUND Totals	\$39,263.99

Fund	013 - GIS AUTOMATION FUND	
	Fund 013 - GIS AUTOMATION FUND Totals	\$14,669.66
Fund	014 - PROBATION SERVICE FUND	
	Fund 014 - PROBATION SERVICE FUND Totals	\$1,639.59
Fund	015 - COUNTY CLERK VITAL RECORDS	
	Fund 015 - COUNTY CLERK VITAL RECORDS Totals	\$1,122.00
Fund	016 - 911 FUND	
	Fund 016 - 911 FUND Totals	\$101,163.16
Fund	017 - TOWNSHIP BRIDGE PROGRAM FUND	
	Fund 017 - TOWNSHIP BRIDGE PROGRAM FUND Totals	\$0.00
Fund	018 - CO CLERK TAX AUTOMATION FUND	
	Fund 018 - CO CLERK TAX AUTOMATION FUND Totals	\$0.00
Fund	019 - FICA (SOCIAL SECURITY)	
	Fund 019 - FICA (SOCIAL SECURITY) Totals	\$43,818.60
Fund	022 - STATE'S ATTY AUTOMATION	
	Fund 022 - STATE'S ATTY AUTOMATION Totals	\$1,177.65
Fund	023 - CASA FUND	
	Fund 023 - CASA FUND Totals	\$0.00
Fund	033 - V C HEALTH INSURANCE FUND	
	Fund 033 - V C HEALTH INSURANCE FUND Totals	\$0.00
Fund	034 - VC HEALTH INS- AETNA	
	Fund 034 - VC HEALTH INS- AETNA Totals	\$129,675.02
Fund	035 - CORONER'S AUTOMATION	
	Fund 035 - CORONER'S AUTOMATION Totals	\$42,388.36
Fund	036 - EIU FUND	
	Fund 036 - EIU FUND Totals	\$0.00
Fund	037 - FINGERPRINT FUND	
	Fund 037 - FINGERPRINT FUND Totals	\$0.00

Fund	038 - SALE IN ERROR FUND	
	Fund 038 - SALE IN ERROR FUND Totals	\$0.00
Fund	039 - INFRASTRUCTURE FUND	
	Fund 039 - INFRASTRUCTURE FUND Totals	\$0.00
Fund	041 - CAPITAL IMPROVEMENTS FUND	
	Fund 041 - CAPITAL IMPROVEMENTS FUND Totals	\$7,105.00
Fund	042 - NORTH FORK SPEC SERV AREA 1	
	Fund 042 - NORTH FORK SPEC SERV AREA 1 Totals	\$0.00
Fund	043 - NORTH FORK SPEC SERV AREA 2	
	Fund 043 - NORTH FORK SPEC SERV AREA 2 Totals	\$0.00
Fund	044 - NORTH FORK SPEC SERV AREA 3	
	Fund 044 - NORTH FORK SPEC SERV AREA 3 Totals	\$0.00
Fund	048 - LAW ENFORCEMENT GRANT	
	Fund 048 - LAW ENFORCEMENT GRANT Totals	\$0.00
Fund	052 - ELECTRONIC CITATION FUND	
	Fund 052 - ELECTRONIC CITATION FUND Totals	\$0.00
Fund	053 - VC DRUG ABUSE PREVENTION PRG	
	Fund 053 - VC DRUG ABUSE PREVENTION PRG Totals	\$0.00
Fund	054 - REGIONAL SUPT/DIRECT SERVICE	
	Fund 054 - REGIONAL SUPT/DIRECT SERVICE Totals	\$0.00
Fund	057 - REGIONAL SUPT/TRUSTEES	
	Fund 057 - REGIONAL SUPT/TRUSTEES Totals	\$0.00
Fund	058 - REGIONAL SUPT/INSTITUTE	
	Fund 058 - REGIONAL SUPT/INSTITUTE Totals	\$0.00
Fund	059 - REGIONAL SUPT/BUS DRIVERS	
	Fund 059 - REGIONAL SUPT/BUS DRIVERS Totals	\$0.00
Fund	060 - REGIONAL SUPT/GED	
	Fund 060 - REGIONAL SUPT/GED Totals	\$0.00

Fund	061 - MFT TOWNSHIP FUND	
	Fund 061 - MFT TOWNSHIP FUND Totals	\$112,827.73
Fund	062 - COUNTY BRIDGE FUND	
	Fund 062 - COUNTY BRIDGE FUND Totals	\$0.00
Fund	063 - LAW LIBRARY FUND	
	Fund 063 - LAW LIBRARY FUND Totals	\$708.00
Fund	064 - DRAINAGE DISTRICT FUND	
	Fund 064 - DRAINAGE DISTRICT FUND Totals	\$4,844.50
Fund	066 - VC SOLID WASTE MANAGEMENT	
	Fund 066 - VC SOLID WASTE MANAGEMENT Totals	\$5,842.43
Fund	069 - WORKING CASH FUND	
	Fund 069 - WORKING CASH FUND Totals	\$0.00
Fund	070 - COUNTY COLLECTION FUND	
	Fund 070 - COUNTY COLLECTION FUND Totals	\$0.00
Fund	071 - TRAFFIC FEE FUND	
	Fund 071 - TRAFFIC FEE FUND Totals	\$0.00
Fund	072 - TREASURER'S ACCT FUND	
	Fund 072 - TREASURER'S ACCT FUND Totals	\$0.00
Fund	074 - COURT AUTOMATION FUND	
	Fund 074 - COURT AUTOMATION FUND Totals	\$3,600.26
Fund	075 - COURT SECURITY FEE FUND	
	Fund 075 - COURT SECURITY FEE FUND Totals	\$6,397.21
Fund	076 - RECORDER SPECIAL FUND	
	Fund 076 - RECORDER SPECIAL FUND Totals	\$0.00
Fund	077 - DEPOSIT FUND	
	Fund 077 - DEPOSIT FUND Totals	\$28,851.00
Fund	078 - CIRCUIT CLERK OPER & ADMIN	
	Fund 078 - CIRCUIT CLERK OPER & ADMIN Totals	\$94.91

Fund	079 - COURT DOCUMENT STORAGE FUND	
	Fund 079 - COURT DOCUMENT STORAGE FUND Totals	\$1,797.00
Fund	080 - DRUG COURT FEE FUND	
	Fund 080 - DRUG COURT FEE FUND Totals	\$1,770.00
Fund	081 - VC ELECTRONIC MONITOR	
	Fund 081 - VC ELECTRONIC MONITOR Totals	\$1,385.00
Fund	084 - UNKNOWN HEIRS	
	Fund 084 - UNKNOWN HEIRS Totals	\$0.00
Fund	085 - UNCLAIMED FUNDS	
	Fund 085 - UNCLAIMED FUNDS Totals	\$0.00
Fund	086 - BOARD OF ELECTION FUND	
	Fund 086 - BOARD OF ELECTION FUND Totals	\$0.00
Fund	087 - REGIONAL SUPT/STATE AID	
	Fund 087 - REGIONAL SUPT/STATE AID Totals	\$0.00
Fund	088 - TREASURER AUTOMATION FUND	
	Fund 088 - TREASURER AUTOMATION FUND Totals	\$751.22
Fund	089 - PAYROLL CLEARING FUND	
	Fund 089 - PAYROLL CLEARING FUND Totals	\$0.00
Fund	090 - VC TRUSTEE REVOLVING FUND	
	Fund 090 - VC TRUSTEE REVOLVING FUND Totals	\$0.00
Fund	091 - CHILD SUPPORT/MAINT	
	Fund 091 - CHILD SUPPORT/MAINT Totals	\$913.85
Fund	095 - SECTION 18/CRIS GRANT	
	Fund 095 - SECTION 18/CRIS GRANT Totals	\$0.00
Fund	097 - VICTIM WITNESS/ATTY GENERAL	
	Fund 097 - VICTIM WITNESS/ATTY GENERAL Totals	\$1,149.43
Fund	099 - VC MEG/EXP MULTI-JUR NARC	
	Fund 099 - VC MEG/EXP MULTI-JUR NARC Totals	\$0.00

Prepared by Auditor- Bill Wright

RAFFLE/POKER RUN APPLICATION LIST

Chairman Baughn entertained a motion to dispense with the list and place it on file. Moved by Mr. Morse.
Second by Mr. Weaver. Motion carried by acclamation.

AUDIENCE COMMENTS

None

PRESENTATION-Julie Fruhling-Community Health Educator

Community Health Educator, Julie Fruhling, a Nurse of 33 years, shared how she goes out and beats the pavement, actively looking for groups to educate instead of waiting for them to come to her. The topics or themes she speaks on every month are based on the National Health Observances. Ms. Fruhling shared several stories from educational meetings held around the county. Through these meetings and educational events people are getting information, tools and vital resources to help them.

I. EXECUTIVE & LEGISLATION (BAUGHN)

A. RESOLUTION: COLLECTION OF DELINQUENT TAXES

Chairman Baughn entertained a motion to dispense with the reading and for its passage. Moved by Mr. Bird. Second by Ms. Walls.

Upon call of the roll, 19 voted yes, 8 absent. Motion carried.

The following members voted yea, to-wit:

Bieritz Bird Butler Duncan Eakle Fourez Golden Mockbee Morse Nesbitt O’Kane Stark, Becky Stark, Bruce Thatcher Walls Watson Weaver Wright, Dan Baughn

The following members were absent, to-wit:

Boyd Brenneman Green Hart Haton Mackiewicz Witzel Wright, A. J

(RESOLUTION 19-0901)

B. APPOINTMENT OF STRUCTURAL SAFETY COMMITTEE-SOLAR/INFRASTRUCTURE ISSUES

Chairman Baughn entertained a motion to create a Structural Safety Committee that will comprise of Police, Fire, Emergency Management, County Engineer, Health Department, Public Safety Committee Chairman, County Board Chairman/Board Representation. Moved by Mr. Weaver. Second by Mr. Golden.
Motion carried by acclamation.

II. FINANCE/PERSONNEL (FOUREZ)

A. FINANCIAL UPDATE

Mr. Fourez reported that the Finance Committee met last night. Currently the budget is tracking as intended. There are no red flags and they are still continuing to work on the budgeting process, it should be wrapping up soon. Everything looks good.

V. EXECUTIVE SESSION:

Chairman Baughn stated there was no need for Executive Session.

VI. CHAIRMAN’S COMMENTS/ITEMS OF INFORMATION

A. Happy Birthday to Joel Bird, Adam Hart, Mitch Weaver and A.J. Wright.

B. Committee Chairperson’s Comments: Mr. Baughn-committee meetings are in full force, please plan to attend if you are on one, he thanked everyone for their questions about any and all budgets that is what makes everything work and hopefully we will start to streamline services and start using other resources to help drive the general fund down, also there have been questions and phone calls regarding a possible hog facility in rural Ridge Farm we have been told there will be a petition turned in to the County Board this week asking us to request a public hearing from the Illinois Department of Agriculture, Executive & Legislation Committee may or may not meet; Mr. Baughn commented in lieu of Mr. Green’s absence there would be a monthly committee meeting, and Mr. Nesbit stated there will be a Public Safety meeting next week; Mr. Fourez-Finance Committee will meet watch for email; Mr. Golden-nothing at this time; Mr. Hart-Mr. Baughn commented in lieu of Mr. Hart’s absence there will not be a meeting; Mr. Eakle-Transportation will meet on the 25th at 5pm; Walls-Tech met this month there is nothing further, Mr. Bieritz-no meeting scheduled at this time there may be budget meeting coming up watch your email; Mr. Morse-Tax and Election will have a meeting next week on the 17th.

C. Board Member Comments: Mr. Morse commented on the American Legion Baseball program involving 34 teams with approximately 400 youth, male and female from ages 4-18. Our local Senior Speaker’s Team had a great year. They were State Champions, Regional Champions and went to the final four of the World Series out of the 3,800 teams nationwide. They made it to the semi-finals where they lost a heart breaker in extra innings to the team that ended up winning the National Championship. Everyone should be very proud of them, just as the members of the American Legion are, and it was great to see the support of the team by the Danville community.

VII. ANNOUNCEMENTS FOR SEPTEMBER 2019:

VERMILION COUNTY HEALTH DEPARTMENT BOARD To Expire November 2022

Terms Expiring: Dr. Karen Broaders; 3308 Park Haven Blvd; Danville, IL 61832

Dr. Holly Maes; 39 Country Club Dr.; Danville, IL 61832

Application on File : Dr. Wahid Tazudeen; 2576 Rue Bienville; Danville, IL 61832

VERMILION COUNTY HEALTH DEPARTMENT BOARD (County Board position) to Expire November 2020

Term Expiring: Marla Mackiewicz; 144 Adams; Westville, IL 61883

BENEFICIAL DRAINAGE DISTRICT To Expire September 2022

Term Expiring: Bruce Frank; 8760 E 4200 North Rd; Hoopeston, IL 60942

Application on File: Bruce Frank; 8760 E 4200 North Rd; Hoopeston, IL 60942

BROUGHER DRAINAGE DISTRICT #8236 To Expire September 2022

Term Expiring: Edward J. Layden Jr; 41314 N. 2000 East Rd; Hoopeton, IL 60942

Application on File: Edward J. Layden Jr.; 41314 N. 2000 East Rd; Hoopeton, IL 60942

CARROLL JAMAICA DRAINAGE DISTRICT To Expire September 2022

Term Expiring: Ralph Puzey; 13691 E 1100 North Rd; Westville, IL 61883

Application on File: Ralph Puzey; 13691 E 1100 North Rd; Westville, IL 61883

SANDUSKY BRANCH DRAINAGE DISTRICT #9608 To Expire September 2022

Term Expiring: William Stine; 12176 E 560 North Rd.; Catlin, IL 61817

Application on File:

GEORGETOWN FIRE PROTECTION DISTRICT #10660 To Expire October 2022

Term Expiring: Rusty L. Berry; 20738 Mill Rd; Georgetown, IL 61846

Application on File: Rusty L. Berry; 20738 Mill Rd; Georgetown, IL 61846

Term Expiring: Jeffery L. Galyen; 406 E. 14th St.; Georgetown, IL 61846

Application on File: Jeffery L. Galyen; 406 E. 14th St.; Georgetown, IL 61846

OAKWOOD FIRE PROTECTION DISTRICT To Expire May 2022

Term Expiring: Randy Smith; 21339 Newtown Rd.; Oakwood, IL 61858

Application on File:

VIII. READINGS FOR SEPTEMBER 2019:

CRIS RURAL MASS TRANSIT To Expire October 2022

Term Expiring: Jayne Darby 16800 E. 2715 N. Road, Danville, IL 61834

3 Year Term: 10/19-10/22

Application on File:

ALVIN DRAINAGE DISTRICT To Expire September 2020

Term Expired: Joanne Howard; 19943 E 3000 North Rd; Rossville, IL 60963

3 Year Term: 9/17-9/20

(Declined Reappointment)

Application on File:

BENEFICIAL SPECIAL DRAINAGE DISTRICT To Expire September 2021

Term Expired: Joe Peters; 38167 N 1130 East Rd; Hoopeton, IL 60942

3 Year Term: 9/18-9/21

Application on File:

HASTINGS DRAINAGE DISTRICT To Expire September 2020

Term Expired: John Mills 7335 N 500 East Rd; Fairmount, IL 61841

3 Year Term: 9/17-9/20

Application on File:

JOHNSON DRAINAGE DISTRICT To Expire September 2021

Term Expired: Larry Ideus; 2047 E 3700 North Rd; Rankin, IL 60960

3 Year Term: 9/18-9/21

Application on File:

LITTLE VERMILION DRAINAGE DISTRICT To Expire September 2022
Term Expired: Gerald Taylor; 4008 N 600 East Rd; Sidell, IL 61876
3 Year Term: 9/19-9/2022
Application on File:

MAPLE GROVE DRAINAGE DISTRICT To Expire September 2022
Luke Janosik 9801 State Route 1; Westville, IL 61883
3 Year Term: 9/19-9/22
Application on File:

UNION DR DISTRICT #1 SIDELL To Expire September 2021
Ryan Taylor; 4010 N 600 East Rd; Sidell, IL 61876
3 Year Term: 9/18-9/21
Application on File:

UNION DR DISTRICT #1-11002 To Expire September 2021
Randy Allen; 735 CR 2800 E; Homer, IL 61849
3 Year Term: 9/18-9/21
Application on File:

UNION DR DISTRICT #3 - 12056 To Expire September 2020
Term Expired: Chris Crawford; 10330 E 980 North Rd; Catlin, IL 61817
3 Year Term: 9/17-9/20
Application on File:

UNION DRAINAGE DISTRICT (NEWELL & S. ROSS) To Expire September 2022
Term Expiring: Dan Cunningham 26528 N. 2150 East Rd, Bismarck, IL 61814
3 Year Term: 09/19- 09/22
Application on File:

VERMILION COUNTY CONSERVATION DISTRICT To Expire June 2024
Term Expiring: Jonathan Myers 6624 E. Lincoln Trail Road, Fithian, IL 61844
5 Year Term: 06/19-06/24
(Unable to be reappointed per bi-laws)
Application on File: Michael P. Arbuckle; 13764 E. 580 North Rd; Georgetown, IL 61846

VERMILION COUNTY FARMLAND ASSESSMENT REVIEW COMMITTEE To Expire June 2022
Term Expiring: Kevin Green 17938 N. 680 East Rd, Fairmount, IL 61844
3 Year Term: 06/19- 06/22
(Declined re-appointment)
Application on File:

GEORGETOWN FIRE PROTECTION DISTRICT #10660 To Expire September 2022
Term Expiring: Brad Hayes 301 S. Church Street, Georgetown, IL 61846
3 Year Term: 09/19 - 09/22
Application on File:

IX. APPOINTMENTS FOR SEPTEMBER 2019:

Chairman Baughn entertained a motion for concurrence with the following appointments. Moved by Ms. Walls. Second by Mr. Weaver. Motion carried by acclamation.

The following appointment is for the **Bean Creek Drainage District #3764:**
Term Expiring: Lewis V. Lane; 30326 N 1110 East Rd; Potomac, IL 61865
Appointment: Lewis V. Lane; 30326 N 1110 East Rd; Potomac, IL 61865
3 Year Term: 9/18-9/21

The following appointment is for the **Beneficial Special Drainage District:**
Term Expiring: Jean Stewart; 35710 N 880 E Road; Rossville, IL. 60963
Appointment: Jean Stewart; 35710 N 880 E ROAD, ROSSVILLE, IL. 60963
3 Year Term: 9/17-9/20

The following appointments are for the **Ellis Drainage District #9609:**
Term Expiring: Carl Clark; 36460 N 370 East Rd; Rankin, IL 60960
Appointment: Carl Clark; 36460 N 370 East Rd; Rankin, IL 60960
3 Year Term: 9/17-9/20
Term Expiring: Jon A. Fourez; 2264 E 3800 North Rd; Rankin, IL 60960
Appointment: : Jon A. Fourez; 2264 E 3800 North Rd; Rankin, IL 60960
3 Year Term: 9/19-9/22

The following appointment is for the **Pleasant Hill Drainage District #8124**
Term Expiring: Dale McCalla; 32642 N 2100 East Rd; Rossville, IL 60963
Appointment: Dale McCalla; 32642 N 2100 East Rd; Rossville, IL 60963
3 Year Term: 9/19-9/22

The following appointment is for the **Ross Township Drainage District #8764:**
Term Expiring: Peter L. Gernand Jr 6235 E 3250 North Rd; Potomac, IL 61865
Appointment: Peter L. Gernand Jr 6235 E 3250 North Rd; Potomac, IL 61865
3 Year Term: 9/18-9/21

The following appointment is for the **Sinking Hole Drainage District #7466:**
Term Expiring: Jared Church; 114 Westwood Circle; PO Box 598; Catlin, IL 61817
Appointment: Jared Church; 114 Westwood Circle; PO Box 598; Catlin, IL 61817
3 Year Term: 9/18-9/21

The following appointment is for the **Stoney Creek Drainage District #5551**
Term Expiring: Rudy Schmidt; 351 E 2250 North Rd; Ogden, IL 61859
Appointment: Rudy Schmidt; 351 E 2250 North Rd; Ogden, IL 61859
3 Year Term: 9/19-9/22

The following appointment is for the **Rossville Fire Protection District**
Term Expiring: Monte Silver; PO Box 154; Rossville, IL 60963 (Declined appointment moved from area)
Appointment: David Boyer; 36785 N 1394 East Rd; Hoopston, IL 60942
3 Year Term: 5/17-5/20

The following appointments are for the **Sidell Fire & Rescue:**
Term Expiring: Bradley Prunkard; 302 Lyons St.; Sidell, IL 61876
Appointment: Bradley Prunkard; 302 Lyons St.; Sidell, IL 61876
3 Year Term: 5/17-5/20
Term Expiring: Gerald Taylor; 4008 N 600 East Rd; Sidell, IL 61876

Appointment: Gerald Taylor; 4008 N 600 East Rd; Sidell, IL 61876
3 Year Term: 5/19-5/22

X. VACANCIES (CARRYOVERS)

Drainage District# 1 - # 8445 (GRANT TWP)

Term Expired: Brad Herman; 17260 State Route 9; Hoopston, IL 60942
3 Year Term: 09/2018- 09/2021

CRIS Rural Mass Transit Board of Directors

Term Expired: Jerry Prideaux (deceased); 31 Lake Shore Dr., Danville, IL 61832
3 Year Term: 10/2018-10/2021

Olivet Public Water District# 65-Z-47:

Term Expired: Chuck Leaman; 15531 Illinois Avenue, Georgetown, IL 61846
3 Year Term: 5/19-5/22

Vermilion County Housing Authority

Term Resigned: Norman Anglin, 1013 Belton, Danville, IL 61832 (Moved)
5 Year Term 05/18-05/23

Drainage District No. 4 #10478 (Jamaica & Sidell)

Term Expiring: Jay Hageman 7558 N. 300 East Road, Fairmount, IL 61841 (Deceased)
3 Year Term: 09/19-09/22

Union Drainage District 3 - # 12056

Term Expiring: Jay Hageman; 7558 N. 300 E. Road, Fairmount, IL 61841 (Deceased)
3 Year Term: 09/19-09/22

XI. ADJOURN

Meeting adjourned at 6:30 p.m.

We are, pursuant to statute and our rules, continuing this meeting until our budget and levy is passed to Tuesday, October 8, 2019 at 6 p.m.

Cathy Jenkins, County Clerk



September 2019 Report on Claims

Account	Account Description	MTD Debits
Fund 001 - GENERAL FUND	Fund 001 - GENERAL FUND Totals	\$1,073,623.59
Fund 002 - IMRF FUND	Fund 002 - IMRF FUND Totals	\$85,535.50
Fund 003 - VERMILION CO HEALTH DEPARTMENT	Fund 003 - VERMILION CO HEALTH DEPARTMENT Totals	\$96,338.13
Fund 004 - MENTAL HEALTH 708 FUND	Fund 004 - MENTAL HEALTH 708 FUND Totals	\$67,906.79
Fund 005 - LIABILITY INSURANCE FUND	Fund 005 - LIABILITY INSURANCE FUND Totals	\$93,301.75
Fund 006 - PSB RENT FUND	Fund 006 - PSB RENT FUND Totals	\$344,380.09
Fund 007 - COUNTY HIGHWAY FUND	Fund 007 - COUNTY HIGHWAY FUND Totals	\$78,016.80
Fund 008 - MFT COUNTY FUND	Fund 008 - MFT COUNTY FUND Totals	\$330,646.71
Fund 009 - LAW ENFORCEMENT FUND	Fund 009 - LAW ENFORCEMENT FUND Totals	\$21,955.62
Fund 010 - INDEMNITY FUND	Fund 010 - INDEMNITY FUND Totals	\$0.00
Fund 011 - ANIMAL CONTROL FUND	Fund 011 - ANIMAL CONTROL FUND Totals	\$51,333.92
Fund 013 - GIS AUTOMATION FUND	Fund 013 - GIS AUTOMATION FUND Totals	\$3,648.93
Fund 014 - PROBATION SERVICE FUND	Fund 014 - PROBATION SERVICE FUND Totals	\$7,291.35
Fund 015 - COUNTY CLERK VITAL RECORDS	Fund 015 - COUNTY CLERK VITAL RECORDS Totals	\$2,774.00
Fund 016 - 911 FUND	Fund 016 - 911 FUND Totals	\$41,387.68
Fund 017 - TOWNSHIP BRIDGE PROGRAM FUND	Fund 017 - TOWNSHIP BRIDGE PROGRAM FUND Totals	\$34,118.74
Fund 018 - CO CLERK TAX AUTOMATION FUND	Fund 018 - CO CLERK TAX AUTOMATION FUND Totals	\$0.00



September 2019 Report on Claims

Fund 019 - FICA (SOCIAL SECURITY)	Fund 019 - FICA (SOCIAL SECURITY) Totals	\$38,818.29
Fund 022 - STATES ATTY AUTOMATION	Fund 022 - STATES ATTY AUTOMATION Totals	\$1,318.31
Fund 023 - CASA FUND	Fund 023 - CASA FUND Totals	\$0.00
Fund 033 - V C HEALTH INSURANCE FUND	Fund 033 - V C HEALTH INSURANCE FUND Totals	\$0.00
Fund 034 - VC HEALTH INS- AETNA	Fund 034 - VC HEALTH INS- AETNA Totals	\$79,820.59
Fund 035 - CORONER'S AUTOMATION	Fund 035 - CORONER'S AUTOMATION Totals	\$429.86
Fund 036 - EIU FUND	Fund 036 - EIU FUND Totals	\$0.00
Fund 037 - FINGERPRINT FUND	Fund 037 - FINGERPRINT FUND Totals	\$0.00
Fund 038 - SALE IN ERROR FUND	Fund 038 - SALE IN ERROR FUND Totals	\$0.00
Fund 039 - INFRASTRUCTURE FUND	Fund 039 - INFRASTRUCTURE FUND Totals	\$0.00
Fund 041 - CAPITAL IMPROVEMENTS FUND	Fund 041 - CAPITAL IMPROVEMENTS FUND Totals	\$0.00
Fund 042 - NORTH FORK SPEC SERV AREA 1	Fund 042 - NORTH FORK SPEC SERV AREA 1 Totals	\$6,253.12
Fund 043 - NORTH FORK SPEC SERV AREA 2	Fund 043 - NORTH FORK SPEC SERV AREA 2 Totals	\$2,356.25
Fund 044 - NORTH FORK SPEC SERV AREA 3	Fund 044 - NORTH FORK SPEC SERV AREA 3 Totals	\$453.13
Fund 048 - LAW ENFORCEMENT GRANT	Fund 048 - LAW ENFORCEMENT GRANT Totals	\$0.00
Fund 052 - ELECTRONIC CITATION FUND	Fund 052 - ELECTRONIC CITATION FUND Totals	\$0.00
Fund 053 - VC DRUG ABUSE PREVENTION PRG	Fund 053 - VC DRUG ABUSE PREVENTION PRG Totals	\$0.00
Fund 054 - REGIONAL SUPT/DIRECT SERVICE	Fund 054 - REGIONAL SUPT/DIRECT SERVICE Totals	\$0.00
Fund 057 - REGIONAL SUPT/TRUSTEES		



September 2019 Report on Claims

Fund 057 - REGIONAL SUPPT/TRUSTEES	Totals		\$0.00
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Fund 058 - REGIONAL SUPPT/INSTITUTE			
Fund 059 - REGIONAL SUPPT/BUS DRIVERS			
Fund 060 - REGIONAL SUPPT/GEED			
Fund 061 - MFT TOWNSHIP FUND			
Fund 062 - COUNTY BRIDGE FUND			
Fund 063 - LAW LIBRARY FUND			
Fund 064 - DRAINAGE DISTRICT FUND			
Fund 066 - VC SOLID WASTE MANAGEMENT			
Fund 069 - WORKING CASH FUND			
Fund 070 - COUNTY COLLECTION FUND			
Fund 071 - TRAFFIC FEE FUND			
Fund 072 - TREASURER'S ACCT FUND			
Fund 074 - COURT AUTOMATION FUND			
Fund 075 - COURT SECURITY FEE FUND			
Fund 076 - RECORDER SPECIAL FUND			
Fund 077 - DEPOSIT FUND			
Fund 078 - CIRCUIT CLERK OPER & ADMIN			
Fund 079 - COURT DOCUMENT STORAGE FUND			
Fund 057 - REGIONAL SUPPT/TRUSTEES			
Fund 058 - REGIONAL SUPPT/INSTITUTE			
Fund 059 - REGIONAL SUPPT/BUS DRIVERS			
Fund 060 - REGIONAL SUPPT/GEED			
Fund 061 - MFT TOWNSHIP FUND			
Fund 062 - COUNTY BRIDGE FUND			
Fund 063 - LAW LIBRARY FUND			
Fund 064 - DRAINAGE DISTRICT FUND			
Fund 066 - VC SOLID WASTE MANAGEMENT			
Fund 069 - WORKING CASH FUND			
Fund 070 - COUNTY COLLECTION FUND			
Fund 071 - TRAFFIC FEE FUND			
Fund 072 - TREASURER'S ACCT FUND			
Fund 074 - COURT AUTOMATION FUND			
Fund 075 - COURT SECURITY FEE FUND			
Fund 076 - RECORDER SPECIAL FUND			
Fund 077 - DEPOSIT FUND			
Fund 078 - CIRCUIT CLERK OPER & ADMIN			
Fund 079 - COURT DOCUMENT STORAGE FUND			
Totals			
			\$0.00
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			\$0.00
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			\$13,250.70
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			\$0.00
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			\$0.00
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			\$0.00
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			\$2,097.30
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			\$11,709.00
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			\$80.00
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			\$37,501.00
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			\$0.00
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			\$3,758.00



September 2019 Report on Claims

Fund 080 - DRUG COURT FEE FUND	Fund	080 - DRUG COURT FEE FUND	Totals	\$0.00
Fund 081 - VC ELECTRONIC MONITOR	Fund	081 - VC ELECTRONIC MONITOR	Totals	\$1,194.00
Fund 084 - UNKNOWN HEIRS	Fund	084 - UNKNOWN HEIRS	Totals	\$0.00
Fund 085 - UNCLAIMED FUNDS	Fund	085 - UNCLAIMED FUNDS	Totals	\$0.00
Fund 086 - BOARD OF ELECTION FUND	Fund	086 - BOARD OF ELECTION FUND	Totals	\$0.00
Fund 087 - REGIONAL SUPP/STATE AID	Fund	087 - REGIONAL SUPP/STATE AID	Totals	\$0.00
Fund 088 - TREASURER AUTOMATION FUND	Fund	088 - TREASURER AUTOMATION FUND	Totals	\$0.00
Fund 089 - PAYROLL CLEARING FUND	Fund	089 - PAYROLL CLEARING FUND	Totals	\$0.00
Fund 090 - VC TRUSTEE REVOLVING FUND	Fund	090 - VC TRUSTEE REVOLVING FUND	Totals	\$0.00
Fund 091 - CHILD SUPPORT/MAINT	Fund	091 - CHILD SUPPORT/MAINT	Totals	\$1,731.95
Fund 095 - SECTION 18/CRIS GRANT	Fund	095 - SECTION 18/CRIS GRANT	Totals	\$0.00
Fund 097 - VICTIM WITNESS/ATTY GENERAL	Fund	097 - VICTIM WITNESS/ATTY GENERAL	Totals	\$2,298.86
Fund 099 - VC MEG/EXP MULTT-JUR NARC	Fund	099 - VC MEG/EXP MULTT-JUR NARC	Totals	\$0.00
			Grand Totals	\$2,781,429.04

Prepared by Bill Wright, Vermilion County Auditor, October 2, 2019

	A	B	C	F	G	H
1	Date of Permit	Date of Raffle	Paid Amt	Event Manager	License #	Comments
2	09/04/19	10/12/2019	\$10.00	Cecelia Padfield	19-098	Humane Society Animal Shelter
3	09/12/19	10/26/2019	\$10.00	Mellisa Pierce	19-099	Salt Fork Storm Youth Football and Cheer Board
4	09/13/19	12/14/2019	\$10.00	Allan Shepherd	19-100	Danville Post 210 Baseball
5	09/20/19	10/1/2019	\$10.00	Robin Koterba	19-101	Illinois Domestic Violence Rally
6	09/23/19	10/26/2019		Karen Trinkle	19-102	Better Days Distilling, LLC
7		11/3/2019	\$10.00	Dora Nolen	19-103	Benefit for Alicia Williams
8	09/27/19	1/7/2020	\$10.00	Randy VanVickle	19-104	VFW
9	09/30/19	11/2/2019	\$10.00	William J. Hussey Jr	19-105	Valley of Danville (Scottish Rite Bodies)
10	09/26/19	12/1/2019	\$10.00	Vince Chambliss/Sommer Frazier	19-106	Storm Youth Wrestling
11	09/30/19	10/13/2019	\$10.00	Connie Pruitt	19-107	Vermilion Valley Youth Football Cheer & Dance
12						
13						
14						
15						
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22						
23						
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25						Please deposit into 001.101.03710
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Vermilion County Monthly Resolution List - October 2019

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
10-19-001	2015-00681	SUR	C L DYE	23-09-204-006	Danville	1,480.99	152.54	0.00	0.00	505.28	772.80
				215 N. BOWMAN AVE., DANVILLE, IL 61832							
10-19-002	0819949	SAL	VILLAGE OF OAKWOOD	21-13-406-027	Oakwood	800.00	63.41	0.00	50.00	450.00	236.59
				252 LEE ST. OAKWOOD, IL 61858							
Totals						\$2,280.99	\$215.95	\$0.00	\$50.00	\$955.28	\$1,009.39
							Clerk Fees			\$215.95	
							Recorder/Sec of State Fees			\$50.00	
							Total to County			\$1,275.34	
Committee Members											

RESOLUTION



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

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

JUERGENS ET AL 2ND ADD---L45

PERMANENT PARCEL NUMBER: 23-09-204-006

As described in certificate(s): 2015-00681 sold on November 10, 2016

Commonly known as: 215 N. BOWMAN AVE.

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

WHEREAS, C L Dye, For Charles Long, has paid \$1,430.62 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$772.80 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$152.54 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. C L Dye, For Charles Long shall receive \$50.37 for overpayment. The remainder is the amount due the Agent under his contract for services.

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

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$772.80 to be paid to the Treasurer of Vermilion County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

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

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



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

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

OAKWOOD TOWNSHIP

PERMANENT PARCEL NUMBER: 21-13-406-027

As described in certificate(s) : 2015-01542 sold November 2016

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

WHEREAS, Village of Oakwood, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$236.59 as a return for its certificate(s) of purchase. The County Clerk shall receive \$63.41 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$236.59 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

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

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

INTERGOVERNMENTAL AGREEMENT PROVIDING FOR SPECIFIED EMPLOYEES
OF COUNTY OF VERMILION, ILLINOIS, BEING ASSIGNED TO THE
DANVILLE PUBLIC BUILDING COMMISSION, VERMILION COUNTY, ILLINOIS

THIS AGREEMENT, made effective the 1st day of November, 2019, supplements the Amended and Restated Lease Agreement dated November 1, 2019, between the DANVILLE PUBLIC BUILDING COMMISSION, Vermilion County, Illinois, a municipal corporation of the State of Illinois, and the COUNTY OF VERMILION, ILLINOIS, a body politic and corporate of the State of Illinois, pursuant to the Public Building Commission Act, 50 ILCS 20/1, et seq. and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.

RECITALS:

WHEREAS, The Commission, the County and the City entered into an Amended and Restated Lease Agreement on February 29, 2016 (the "Original Lease") for a term of 20 years beginning November 1, 2016 and ending October 31, 2036, which Lease provides in part for the repayment of previously issued Bonds and the repayment of newly issued Bonds, the latter to acquire, construct, improve, alter, equip, repair, maintain, operate and secure the Facilities owned by the Commission but utilized by the County and the City, with the understanding and provision that separate Leases or Subleases would be entered into by the parties for the Operation and Maintenance of the of the Facilities; and an Amended and Restated Lease Agreement as supplemented by a Sublease for Operations and Maintenance (the "Sublease") was entered into effective November 1, 2016 for a term of three years ending October 31, 2019, and

WHEREAS, Danville Public Building Commission is a public building commission authorized to enter into an intergovernmental agreement by said Illinois Public Building Commission Act, 50 ILCS 20/14; and

WHEREAS, County of Vermilion is a "public agency" as defined by said Intergovernmental Cooperation, 5 ILCS 220/1 et seq., and authorized by said Act to enter into an intergovernmental agreement; and

WHEREAS, Danville Public Building Commission and County of Vermilion are about to enter into a Lease Agreement for operations commencing as of November 1, 2019, for a three year period providing for the leasing by County of Vermilion and the City of Danville from Danville Public Building Commission of certain real estate, building and premises, commonly known as the Public Safety Building, 2 South Street, Danville, Illinois; and

WHEREAS, Danville Public Building Commission, pursuant to Section II A of said Lease is responsible for the operations conducted by correctional officers, security officers and operational personnel at said Public Safety Building facilities; and

WHEREAS, Danville Public Building Commission and County of Vermilion desire to provide for employees to be assigned to Danville Public Building Commission from County of Vermilion for the operation of part of said facilities in said Public Safety Building, pursuant to the Public Building Commission Act, 50 ILCS 20/12; and

WHEREAS, Danville Public Building Commission and County of Vermilion desire that Danville Public Building Commission provide certain other services and/or benefits to County in connection with the operation and maintenance of said facilities at the Public Safety Building specifically including but not necessarily limited to certain dietary services, training of personnel, medical services for inmates housed in the Public Safety Building, including nursing services;

THEREFORE, it is mutually agreed as follows:

1. To assist the Danville Public Building Commission (the "Commission") in the operation and maintenance of the correctional facilities of the Public Safety Building, the County of Vermilion (the "County") shall determine the necessary correctional positions and hire employees to fulfill those positions as may be necessary to properly operate and maintain such facilities. At the inception of this Agreement and annually thereafter, the County shall notify the Commission of the number of employees who are assigned to fill the correctional positions, the name of each employee, and the aggregate wages and salaries paid to such assigned personnel.

2. The Commission shall reimburse the County an amount equal to the wages and salaries paid to such assigned personnel by the County. Certain fringe benefits shall be included in the computation of such reimbursement payments unless it is not permitted by statute and approved by the Commission.

3. Said reimbursement payments shall be made by the Commission to the County on December 1 of each year during the term of this Agreement.

4. The reimbursement amount to be paid by the Commission to the County shall not exceed the aggregate of the wages and salaries to be paid to those employees whose names and wages are furnished under the provisions of Paragraph 1 above. It is agreed and understood that because of vacations, leaves of absence, sick days, disciplinary actions and other personnel reasons, more than one individual, during any singular pay period, may fulfill and provide the duties required of the designated classifications and positions.

5. It is specifically agreed that the Commission is not, by any of the provisions of this agreement, assuming any past obligations of the County with respect to the employment of said assigned employees including, but not limited to, salary, wages, compensatory time or fringe benefits promised, worker or unemployment compensation owed to, or due to prior employment of, any of said assigned employees.

6. At all times during the effectiveness of this Intergovernmental Agreement, the County shall be the employer of all personnel assigned to the Commission pursuant to this Intergovernmental Agreement. In the event a vacancy in any individual job or position shall occur for any reason, it shall be the responsibility of the County to select and employ a replacement for the assigned position, and the County shall notify the Commission of any such changes. Supervision, discipline, retention and discharge of all assigned employees shall be

conducted solely by County with such to be in accordance with applicable statutes, rules and regulations.

7. The Commission shall further furnish and provide County certain other services required to operate and maintain the jail facilities at the Public Safety Building. Such services include certain dietary services as provided in the past, a contract for nursing services utilized for the benefit of the inmates, training for correctional officers and other medical services for and on behalf of such inmates. Such services shall be so provided throughout the term of this Intergovernmental Agreement unless a specific request is made by the County on or prior to the third Monday in September of each year for and during the term of the lease. Upon specific request being made, for new or substituted services, the Commission shall take such appropriate action at its next regular meeting in October of each year for and during the term of this agreement.

8. For the purposes of this agreement, the services to be provided and noted in the preceding paragraph are more fully explained as follows:

- (a) Dietary services shall include the provision of all food, drinks and dietary supplements required to be furnished and furnished to inmates and prisoners of said jail facilities at the Public Safety Building;
- (b) Nursing and medical services shall include the provision of all services required to be furnished to inmates and prisoners at said jail facilities at the Public Safety Building for their health and well-being;
- (c) Training of correctional officers shall include training of correctional officers employed for overseeing the jail facilities at the Public Safety Building as may be required in his or her job description.

The Commission shall pay for the provision of the above services from the rental payments for the Public Safety Building received by Commission from County pursuant to paragraph 12 of this Agreement.

9. County, subject to the same conditions and restrictions contained herein for assigned employees, shall, by and through the Vermilion County Sheriff, procure and provide on behalf of Commission, the dietary services, medical services and training for correctional officers required to be furnished hereunder.

10. Commission shall reimburse County for the expenditures made by County by and through the Vermilion County Sheriff in the procurement and furnishing of such dietary, nursing, training and other approved services. Said reimbursement to be made by Commission on December 1 of each year during the term of this Agreement.

11. Commission furnishing said services hereunder is conditioned upon the Vermilion County Sheriff procuring and furnishing said services on behalf of Commission to the inmates and prisoners of said jail facilities.

12. Any provision herein to the contrary notwithstanding, Commission's reimbursement to County for all amounts due for assigned employees and ancillary services for the inmates to be provided shall not exceed the following maximum amounts for each of the lease years noted:

Nov. 1, 2019 through Oct. 31, 2020	\$2,626,298.38
Nov. 1, 2020 through Oct. 31, 2021	\$2,705,087.33
Nov. 1, 2021 through Oct. 31, 2022	\$2,786,239.95

13. The County further covenants and agrees that it shall save the Commission, its individual Commissioners and employees absolutely harmless and shall fully indemnify Commission, its individual Commissions and employees at all times against any loss, cost, damage or expense by reason of any claim, accident, loss, casualty or damage resulting to any person or property by reason of any act or thing done or not done with respect to the operation of the Public Safety Building or by reason of any act or thing done or not done on, in or about said premises or in relation thereto attributable to or caused by or partially caused by said assigned employees or by the provision of said dietary services. In addition, the County shall carry or cause to be carried general public liability insurance in an adequate amount as determined by the Commission, against loss on account of bodily injury, death or property damage occurring in, on or about the property included in the demised premises or by elevator or escalators therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking areas which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any person or property resulting from any act of omission or commission on the part of said assigned employees in connection with the maintenance and operation of said Public Safety Building. The County shall provide that the Commission and its individual Commissioners shall be a named insureds on the certificates of such insurance, which shall be furnished by the County to the Commission.

Pursuant to resolutions passed by the governing bodies of each party, copies of which are attached, the parties hereto have executed this agreement effective the date first above noted.

DANVILLE PUBLIC BUILDING COMMISSION

By _____
Doug Ahrens, Chairman

ATTEST:

Heather Smith, Secretary

COUNTY OF VERMILION, ILLINOIS

By _____
Larry Baughn, Chairman

ATTEST:

Cathy Jenkins, County Clerk

SUBLEASE FOR OPERATIONS AND MAINTENANCE OF THE PUBLIC SAFETY
BUILDING

This Sublease for Operations and Maintenance of the Public Safety Building (the "Sublease") supplements the Amended and Restated Lease Agreement dated February 29, 2016, and is effective this 1st day of November, 2019, between the DANVILLE PUBLIC BUILDING COMMISSION, Vermilion County, Illinois, a municipal corporation of the State of Illinois (the "Commission"), as Lessor, and the COUNTY OF VERMILION, ILLINOIS, a body politic and corporate of the State of Illinois the "County"), and the CITY OF DANVILLE, Vermilion County, Illinois, a municipal corporation of the State of Illinois (the "City"), as Lessees;

RECITALS:

A. The Commission, the County and the City entered into an Amended and Restated Lease Agreement on February 29, 2016 (the "Original Lease") for a term of 20 years beginning November 1, 2016 and ending October 31, 2036, which Lease provides in part for the repayment of previously issued Bonds and the repayment of newly issued Bonds, the latter to acquire, construct, improve, alter, equip, repair, maintain, operate and secure the Facilities owned by the Commission but utilized by the County and the City, with the understanding and provision that separate Leases or Subleases would be entered into by the parties for the Operation and Maintenance of the of the Facilities; and

B. The Commission was previously duly organized under the provisions of "AN ACT to authorize the creation of public building commissions and to define their rights, powers and duties," approved July 5, 1955, as amended (the "Act"), by reason of an urgent need for modern public improvements, buildings and facilities within the limits of the County Seat of said County for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

C. The Commission did by proper resolution adopted, select the site, purchase the real estate, construct, erect and equip a Public Safety Building and do all things necessary pursuant to a certain lease thereof to the County and the City, which lease had a term of five (5) years from December 31, 1972 until December 31, 1977, having been filed on the 27th day of December, 1972, as Document Number 851943 in the Recorder's Office of Vermilion County, Illinois, found in Book 837 at page 745; and

D. The Commission did by proper resolutions adopted, do all things necessary pursuant to certain subsequent leases or amendments thereof to the County and the City, which leases each had terms of four (4) years from January 1, 1978 until October 31, 1981, from November 1, 1981 until October 31, 1985, from November 1, 1985 until October 31, 1989, from November 1, 1989 until October 31, 1993, from November 1, 1993 until October 31, 1997, from November 1, 1997 until October 31, 2001, from November 1, 2001 until October 31, 2005, and from November 1, 2005 until October 31, 2009, said leases having been duly recorded with the Recorder's Office of Vermilion County, Illinois; and the November 1, 2005 lease was amended to extend the lease term for an additional two years from November 1, 2009 until October 31, 2011, and said

November 1, 2005 lease was further amended to extend the lease for an additional two years from November 1, 2011 until October 31, 2013, and said November 1, 2005 lease was further amended to extend the lease for an additional three years from November 1, 2013 until October 31, 2016, and said Lease was amended and extended from November 1, 2016 until October 31, 2017, and said Lease was amended and entered into effective November 1, 2017 for a term of three years ending October 31, 2019 and

E. Said real estate, building and premises are legally described as follows:

A parcel of land situated in Blocks 3 and 4 South, Range 1 West and Blocks 3 and 4 South, Range 1 East of the Original Town of Danville, being further described as follows: Beginning at a point 72.03 feet West and 34 feet South of the Northeast corner of Lot 1, Block 3 South, Range 1 East of the Original Town of Danville; thence South and perpendicular to the south right of way line of South Street 409.75 feet to a point 130.25 feet south of the North line of Lot 1, Block 4 South, Range 1 East of the Original Town of Danville; thence West enclosing an angle of 90° along a line being 130.25 feet south of and parallel to the north line of Lots 1 and 2, Block 4 South, Range 1 East, a distance of 260.39 feet to the existing bluff line of the Vermilion River (August 1972); thence Northwesterly deflecting to the right $64^{\circ}17'11''$ along said bluff line, a distance of 254 feet; thence Northwesterly deflecting to the left $21^{\circ}28'51''$ along said bluff line a distance of 156 feet; thence Northwesterly deflecting to the right $19^{\circ}14'35''$ along said bluff line a distance of 84.79 feet, to a point being 34 feet south of the original south right of way line of South Street; thence East enclosing an angle of $62^{\circ}02'55''$ along a line being 34 feet south of and parallel to the original south right of way line of South Street, 524.78 feet to the place of beginning, containing 3.567 acres situated in Vermilion County, Illinois,

ALSO, a parcel of land situated in Blocks 3 and 4 South, Range 1 and 2 East of the Original Town of Danville and part of Blocks 8 and 9 in McRoberts and Walker's Addition to Danville, being further described as follows: Beginning at a point 72.03 feet West and 34 feet South of the Northeast corner of Lot 1, Block 3 South, Range 1 East of the Original Town of Danville, thence East along a line 34 feet South of the original South right of way line of South Street 438.06 feet to the Westerly right of way line of the Norfolk and Western Railroad; thence Southwesterly along said railroad right of way 234.99 feet, to a point 36 feet North- easterly of the North line of Sager Street (formerly Green Street); thence deflecting to the right $11^{\circ}03'$ along said railroad right of way line 38.36 feet, to a point on the West line of Lot 6, Block 8, in McRoberts and Walker's Addition and 2 feet North of Sager Street, thence South 2 feet to the North line of Sager Street; thence East on the North line of Sager Street 7.26 feet to the Westerly right of way line of said railroad; thence Southwesterly along the aforesaid railroad right of way line 193.14 feet; thence West enclosing an angle of $118^{\circ}00'50''$ along a line being 130.25 feet South of the North line of Lots 1 and 2, in Block 4 South, Range 1 East of the Original Town of Danville 220.07 feet; thence North enclosing an angle of 90° a distance of 409.75 feet to the place of beginning, containing 3.092 acres (except that portion of the last above described tract lying Southeasterly of a line 10 feet Northwesterly of, as measured at right angles to, the center line of the Northerly spur track extending from the Norfolk and Western Railroad right of way into Lots 7 and 8 in

Block 4 South, Range 1 East of the Public Square in the Original Town of Danville); AND ALSO that part lying Northwesterly of a line 10 feet Northwesterly of, as measured at right angles to, the center line of the Northerly spur track extending from the Norfolk and Western Railroad right of way into Lots 7 and 8 in Block 4 South, Range 1 East of the Public Square in the Original Town of Danville owned by Illinois Power Company, of Lots 2 and 7 in Block 4 South, Range 2 East of the Public Square in the original Town of Danville and of that part of Lot 1 in Block 9 in McRoberts and Walker's Addition to Danville lying Westerly of the Westerly right of way line of the Norfolk and Western Railroad, situated in Vermilion County, Illinois, and commonly known as the Public Safety Building, 2 South Street, Danville, Illinois; and

F. Following the expansion of the Public Safety Building in 2004, the square footage shared and utilized by the City and County changed to the current ratio of 29.81 % to the City and 70.19 % to the County as evidenced by the Table of Usage shown on Exhibit A, attached to this Lease and made a part hereof. Reference to this ratio will be made in this Lease relative to the Capital Improvements Fund and Replacement Account under Section II D of this lease, to the Technology Fund under Section II E of this Lease, to the Maintenance Account under Section II F. of this Lease, and to calculation of the refund or rebate as provided in Section H of this Lease; and

G. In order to provide for a continuation of the joint, mutual and several uses of said building by the County and City, each have, by appropriate resolutions of their governing bodies, authorized that this Lease be made, entered into and executed by their respective lawfully elected and appointed officers, in their behalf, with the Commission;

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

SECTION I. LEASE OF PREMISES.

A. In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the County, the Commission does hereby lease and demise to the County the Site referred to as the Public Safety Building allocated to its use being 70.91 % as shown on Exhibit "A", to hold for a term commencing as of the date of this Lease and ending on October 31, 2022, together with all of the movable and non-movable equipment situated upon the demised premises owned by the Commission, a schedule and inventory of which is (1) maintained by the Commission, and (2) acknowledged and confirmed by the County.

B. The County covenants and agrees, on or before November 1, 2019 and on or before November 1, 2020 to pay to the Commission for the use and occupancy of the space allocated to it under the terms of this Lease, the following annual rentals:

<u>Lease Year</u>	<u>Amount of Rent(which includes Leased Employees)</u>
Nov. 1, 2019 through Oct. 31, 2020	*\$5,126,613.34 (This includes \$2,626,298.38 for Leased Employees)
Nov. 1, 2020 through Oct. 31, 2021	*\$5,280,411.74 (This includes \$2,705,087.33 for Leased Employees)
Nov 1, 2021 through October 31, 2022	*\$5,438,824.09 (This includes \$2,786,239.95 for leased Employees)

subject to the terms and provisions of paragraphs F, G and H of Section I hereof.

* The Rent provided above does not include the Bond payment of \$415,359.00 as provided in the Original Lease for the November 1, 2019 term nor does it include the Bond payment of \$417,138.00 as provided in the Original Lease for the November 1, 2020 term nor does it include the Bond Payment of \$543,443.00 as provided in the Original Lease for the November 1, 2021.

C. In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the City, the Commission does hereby lease and demise to the City those portions of the Public Safety Building allocated to its use being 29.81 % as shown on Exhibit "A", to hold for a term commencing as of the date of this Lease and ending on October 31, 2019 together with all of the movable and non-movable equipment situated upon the demised premises owned by the Commission, a schedule and inventory of which is (1) maintained by the Commission, and (2) acknowledged and confirmed by the City.

D. The City covenants and agrees, on or before November 1, 2019 and on or before April 1, 2020 (being 1 lease year) and on or before November 1, 2020 and on or before April 1, 2021 (being 1 lease year) and on or before November 1, 2021 and April 1, 2022 (being 1 lease year) to pay to the Commission for the use and occupancy of the space allocated to it under the terms of this Lease, the following annual rental:

<u>Lease Year</u>	<u>Amount of Rent</u>
Nov. 1, 2019 though March 31, 2020	* \$704,526.44
April 1, 2020 through October 31, 2020	<u>\$630,001.43</u>
Total	\$1,334,527.87
Nov. 1, 2020 though March 31, 2021	* \$724,544.36
April 1, 2021 through October 31, 2021	<u>\$650,019.35</u>
Total	\$1,374,563.71

Nov. 1, 2021 though March 31, 2022	* \$786,399.72
April 1, 2022 through October 31, 2022	<u>\$711,874.72</u>
Total	\$1,498,274.44

subject to the terms and provisions of paragraphs F, G and H of Section I hereof.

* The Rent provided above does not include the Bond payment of \$165,760.00 as provided in the Original Lease for the November 1, 2019 term nor does it include the Bond payment of \$166,081.00 as provided in the Original Lease for the November 1, 2012 term, nor does it included the Bond payment of \$46,176.00 as provided in the Original Lease for the November 1, 2021 term.

E. Upon the execution of this Lease, the County and the City, by their respective governing bodies, shall provide by resolution or ordinance, as the case may be, for the levy and collection of a direct annual tax sufficient to pay the respective annual rents payable under this Lease, as and when such rents become due and payable, and shall immediately thereafter file in the Office of the County Clerk of Vermilion County, Illinois, as tax extension officer of Vermilion County, Illinois, a copy of this Lease as executed by the parties hereto, certified to by the Secretary of the Commission, the County Clerk of the County Board as the recording officer of such Board, and the City Clerk of the City, together with a properly certified copy of said resolution or ordinance, as the case may be, as adopted levying taxes for the payment of the respective annual rents payable by the County and the City under the terms of this Lease, which certified copies shall constitute the authority for the County Clerk of Vermilion County, Illinois, as the tax extension officer of said County, to extend for collection the taxes annually necessary to pay the respective annual rents payable by the County and the City under the terms of this Lease as and when such rentals become due and payable, such taxes to be in addition to and in excess of all other taxes now or hereafter authorized to be levied by said County and the said City. The funds realized by the County and the City from such tax levies shall not be disbursed for any purpose until the annual rent has been paid in full. In addition, and following the filing of the certified copy of this Lease together with the Resolution or Ordinance described above with the County Clerk, the City Clerk of the City of Danville and the County Clerk on behalf of the County Board shall cause a public hearing to be held on the Lease in which provision is made for all persons residing or owning property in the City and County shall have an opportunity to be heard orally, in writing, or both. Notice of the time and place of the hearing shall be published at least once, at least 15 days before the hearing, in a newspaper published or having general circulation within the City of Danville and County of Vermilion. The notice shall be in the form prescribed under Section 18 of the Public Building Commission Act, 50 ILCS 20/18. No taxes shall be extended for this Lease until such hearing has occurred.

F. On or before one hundred twenty (120) days preceding the first day of each fiscal year of the Commission during the term of this Lease, the Commission shall prepare and adopt an annual budget setting forth in reasonable detail its estimated expenses for the operation and maintenance of the Public Safety Building for the ensuing fiscal year. Said operation and maintenance expenses shall include provision for the various items set forth hereinafter in detail.

Immediately upon the adoption of said budget, the Commission shall file with the County and the City a certified copy thereof.

If the amount of such expense budget exceeds the sum of \$6,461,141.21 the fiscal year ending October 31, 2020 or \$6,654,975.45 for the fiscal year ending October 31, 2021, or \$6,937,098.53 for the fiscal year ending October 31, 2022, the following designated procedure may be used by the Commission in paying the cost of operation and maintenance of the Public Safety Building during the ensuing lease year, namely,

(1) As soon as it becomes apparent the budget may be exceeded, the Commission shall promptly notify County and City of such fact, together with an estimate as to when the budget may be exceeded and a statement of the reasons the budget will be exceeded.

(2) The Commission may continue to provide all of the services upon the frequencies specified herein if both the County and the City by proper action of their respective governing bodies, shall appropriate and agree to pay to the Commission during the ensuing lease year as additional rental, over and above the rental for such year specified in Section 1, paragraphs B and D thereof, a sum equal to the difference between the cost of operation and maintenance set forth in the annual budget for such year and the sum of \$6,461,141.21 the fiscal year ending October 31, 2020 or \$6,654,975.45 for the fiscal year ending October 31, 2021, or \$6,937,098.53 for the fiscal year ending October 31, 2022. Such additional rental shall be computed and paid by County and City in the same proportions as the rentals herein reserved and set forth in paragraphs B and D hereof; provided, however, that such additional rentals incurred by reason of the Commission's operation of the correctional officers and facilities, and the security officers and facilities, as provided in SECTION II, paragraph A, subparagraphs (1) and (2), shall be solely apportioned to the County. If the County or the City has not paid its proportionate share of the budgeted amounts at the inception of the lease, then the City or the County shall first pay its proportionate share as determined as of November 1. Additional rentals which may be due shall then be computed as provided in this paragraph.

(3) If, on or before thirty (30) days prior to the beginning of any fiscal year, it appears that additional monies will not be available to the Commission to offset the apparent deficiency from additional rentals payable by the County or the City, as the case may be, then the Commission shall reduce its budget of operation and maintenance expenses to a sum not to exceed \$6,461,141.21 the fiscal year ending October 31, 2020 or \$6,654,975.45 for the fiscal year ending October 31, 2021, or \$6,937,098.53 for the fiscal year ending October 31, 2022.

(4) With respect to all areas shared equally or otherwise by County and City in common, the rent reserved hereunder shall be deemed apportioned among County and City as the same herein confirm and agree, and paid as part of the rent so reserved herein by each.

G. If in any fiscal year the rental payments herein provided for are insufficient to provide the

funds necessary to perform the services and maintain and operate the Public Safety Building to the extent provided in the budget adopted for said fiscal year, failure by the Commission to maintain and operate the Public Safety Building to the extent provided for in said budget shall not constitute a default under the terms of this Lease, but in such case the Commission, after consultation with the County and City, shall provide in its sole discretion such essential services as can be had by the use of such funds as may be available for that purpose.

H. If in any fiscal year the rental payments herein provided, and any interest earned by Commission from investment thereof, are in excess of the funds necessary to perform the services and maintain and operate the Public Safety Building to the extent provided in the budget adopted for the previous fiscal year, said amount shall be certified to the County and City by the Commission, and the County and City, as each shall specify by resolution of their respective governing body certified to the Commission, either (1) have refund and payment of said amounts by Commission, or (2) be permitted to abate their respective tax levies by said amount proportionately, but in no event shall any such abatement be made or permitted by the County Clerk unless a written certificate of the resolution of the Commission providing therefor shall be filed with him by the Commission. The determination of the refund or rebate shall be calculated as follows:

Calculation of Rebate to City of Danville and County of Vermilion for Excess funds under Lease of Public Safety Building commencing with Lease Years ending October 31, 2020, October 31, 2021, and October 31, 2022 respectively (subject to the provisions of F. (2) above):

Rents Paid: County	City	County
PSB	\$1,334,527.87-Oct. 31, 2020 \$1,374,563.71-Oct 31, 2021 \$1,498,274.44- Oct 31, 2022	\$2,500,314.96-Oct 31, 2020 \$2,575,324.41-Oct. 31, 2021 \$2,652,584.14- Oct 31, 2022
Assigned Personnel	\$0.00	\$2,626,298.38-Oct. 31, 2020 \$2,705,087.33-Oct.31, 2021 \$2,786,239.95-Oct. 31, 2022
Plus or Minus for Rent Adjustments including a Lesser or Greater amount of rent paid, Misc. Revenue and Interest Income for the calendar year ending October 31, 2020, October 31, 2021 & October 31, 2022		

Less the Following Deductions:

Capital Improvement Account	\$29,810.00	\$70,190.00
Maintenance Account	\$14,905.00	\$35,095.00
Assigned Personnel	\$0.00	100% of Assigned Personnel Expense
Administration Expenses	29.81% of Administration Expenses	70.19% of Administration Expenses
O & M Expenses	29.81% of O & M Expenses	70.19% of O & M Expenses
Communications	50% of Communications Expenses	50% of Communications Expenses
Technology Fund	\$29,810.00	\$70,190.00
Amount of Rebate Due		

The above calculation is used in determining the rebate or refund when there is excess funds remaining at the end of a fiscal year being October 31. The above illustration shows rents paid for the November 1, through October 31, respective lease years. Separate Calculations will be made for the lease year depending on the rents paid and the expenses incurred.

I. Commission shall have the right during the term hereof to use and occupy that portion of the Public Safety Building presently utilized and occupied by it for its offices, subject to all reasonable security rules and regulations of County and City; provided, however, that public access thereto during reasonable times and regular office hours shall always be permitted by such rules and regulations.

J. The Commission shall, following each regular, monthly meeting of its Board of Commissioners, provide County and City with a report of receipts and disbursements made from the rentals paid hereunder pursuant to the operation and maintenance of the building and premises herein leased.

SECTION II. OPERATION AND MAINTENANCE.

A. The Commission shall be responsible for the maintenance, operation, upkeep and repair of the entire Public Safety Building and its Joint Communication Center, including parking lots, driveways, sidewalks and landscaping, and shall be reimbursed therefor in accordance with the rental terms of this Lease. The cost of operation, maintenance, upkeep and repair shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, electricity, heat, air-conditioning, janitor, caretaking and custodial services, repairs

to the interior or the exterior, whether structural or nonstructural, and the following specific operation:

- (1) Correctional officers and facilities, and
- (2) Security officers and facilities,

the latter two of which shall be in accordance with the terms and provisions of a certain, separate intergovernmental agreement between the parties hereto, made as of even date herewith.

B. Insurance premiums on building insurance as hereinafter specified, administrative expenses of the Commission which can be apportioned to the Public Safety Building, including salaries and wages of regular and extra employees engaged in the maintenance, upkeep and repair of the demised premises and expenses of management, audit, attorneys' fees which can be apportioned to the said Public Safety Building in accordance with accepted accounting principles shall also be deemed an operation and maintenance expense. Any repairs, however, necessitated by the carelessness, omission, neglect or improper conduct of the County or the City, their servants, employees or agents, and any unusual or extraordinary maintenance or clean-up required by acts or omissions of persons incarcerated or detained in the jail or detention facilities of the building, shall be made at the expense of the County or City, as the case may be; provided, however, that the Commission may, in its discretion, make such repairs or do such maintenance so necessitated.

C. The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of operation, maintenance, decoration, repair, upkeep and inspection, provided that such access, except in case of emergency, shall be pursuant to a reasonable notice and to be made at reasonable times so as to minimize any interference with the uses being made by the County and City in their use of the demised premises.

D. The Commission shall, from the annual proceeds of rent received, set aside and maintain an account for the purpose of making either capital improvements upon the premises or repairs to the premises, said account to be designated as the "Capital Improvements and Replacement Account." The total amount to be so set aside and deposited into said account each lease year shall equal the sum of One Hundred Thousand Dollars (\$100,000.00). Of said sum set aside each lease year, the sum of Seventy Thousand One Hundred Ninety and 00/100 Dollars (\$70,190.00) shall be set aside from the rental payment received from the County, and the sum of Twenty Nine Thousand Eight Hundred Ten and 00/100 Dollars (\$29,810.00) shall be set aside from the rental payment received from the City. The ratio for such contributions shall be 70.19 percent for the County and 29.81 percent for the City which is based on the space allocated and used by the County and City, respectively, and as shown on Exhibit A. Expenditures from this fund shall be made by the Commission upon request of the County and City; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding

effective August 15, 2016 and signed by the City, County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. Funds shall accumulate with the further provision that the balance of the Capital Improvements and Replacement Account shall at no time exceed the sum of THREE HUNDRED THOUSAND and No/100 DOLLARS (\$300,000.00), which balance shall be determined at the end of each fiscal lease year during the term of this lease. Depending upon the account balance, payments to the account by the County and City shall be in the same proportion as the maximum contribution noted herein. Refunds shall be computed and paid to the County and City in the same proportion as the respective contributions to said account.

E. The Commission shall, from the annual proceeds of rent received, set aside and maintain an account for the purpose of maintaining, repairing, or updating technology on the premises or utilized in the operations whether on the premises or not, said account to be designated as the "Technology Fund." The total amount to be so set aside and deposited into said account each lease year shall equal the sum of One Hundred Thousand Dollars (\$100,000.00). Of said sum set aside each lease year, the sum of Seventy Thousand One Hundred Ninety and 00/100 Dollars (\$70,190.00) shall be set aside from the rental payment received from the County, and the sum of Twenty Nine Thousand Eight Hundred Ten and 00/100 Dollars (\$29,810.00) shall be set aside from the rental payment received from the City. The ratio for such contributions shall be 70.19 percent for the County and 29.81 percent for the City which is based on the space allocated and used by the County and City, respectively, and as shown on Exhibit A. Expenditures from this fund shall be made by the Commission upon request of the County and City; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding effective August 15, 2016 and signed by the City, County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. Funds shall accumulate with the further provision that the balance of the Technology Fund shall at no time exceed the sum of THREE HUNDRED THOUSAND and No/100 DOLLARS (\$300,000.00), which balance shall be determined at the end of each fiscal lease year during the term of this lease. Depending upon the account balance, payments to the account by the County and City shall be in the same proportion as the maximum contribution noted herein. Refunds shall be computed and paid to the County and City in the same proportion as the respective contributions to said account.

F. The Commission shall, from the annual proceeds of rent received, set aside and maintain an account for the purpose of maintaining, repairing or replacing machinery, equipment and other improvements upon the premises, said account to be designated as the "Maintenance Account." The total amount to be set aside and deposited into said account each lease year during the term of this Lease shall equal the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00). Of said sum set aside each lease year, the sum of Thirty Five Thousand Ninety Five and 00/100 Dollars (\$35,095.00) which is 70.19 percent shall be set aside from the rental payment received from the County, and the sum of Fourteen Thousand Nine Hundred Five and

00/100 Dollars (\$14,905.00) which is 29.81 % shall be set aside from the rental payment received from the City. The ratio for such contributions shall be 70.19 percent for the County and 29.81 percent for the City. Expenditures from this fund shall be made by the Commission upon request of the County and City; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding effective August 15, 2016 and signed by the City, County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. Funds shall accumulate with the further provision that the balance of the Maintenance Account shall at no time exceed the sum of THREE HUNDRED THOUSAND and No/100 DOLLARS (\$300,000.00), which balance shall be determined at the end of each fiscal lease year during the term of this lease. Depending upon the account balance, payments to the account by the County and City shall be in the same proportion as the maximum contribution noted herein. Refunds shall be computed and paid to the County and City in the same proportion as the respective contributions to said account.

G. County and City shall be solely responsible for promulgating rules and regulations for, and enforcing and maintaining the security of, the Public Safety Building and Commission shall have no duty or responsibility therefor, except to comply with such rules and regulations not inconsistent with the terms and provisions of the Lease, and except for the performance of its duties pursuant to SECTION II hereof.

SECTION III. USE OF PREMISES.

A. The County and the City may install in the space occupied by them in accordance with the terms of this Lease, such portable equipment, fixtures or furniture as it may desire, but shall not make any alterations or additions, other than partitions and non-load bearing walls, to the Public Safety Building which constitutes a part of the demised premises without the written consent of the Commission. The County and City shall not place a load upon any floor of the Public Safety Building which constitutes a part of the demised premises exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

B. The County and City covenant and agree that they, respectively, will not permit the use of the demised premises in any manner different from herein contemplated which will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules or regulations, or ordinances or resolutions of the City of Danville, Illinois, or of the County of Vermilion, Illinois, now or hereafter in force and applicable thereto. The County and the City further covenant and agree that they, respectively, shall save the Commission harmless and indemnified at all times against any loss, cost, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or nonuse of said premises or by reason of any act or thing done or not

done on, in or about said demised premises or in relation thereto attributable to the use and occupancy of the demised premises by the County and the City and their respective agents, servants or employees; provided, however, that the foregoing provision shall not apply to any act or thing done or not done on, in or about said demised premises or in relation hereto by the Commission and its respective agents, servants or employees which are the sole cause of a loss, casualty or damage to any person or property in or about the demised premises. The County and the City further covenant and agree that they, respectively, will promptly make any and all changes and alterations in and about the demised premises, which during the term of this Lease may be required to be made at any time by reason of the ordinances of the City of Danville, Illinois, resolutions of the County of Vermilion, Illinois, or State or Federal laws; and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the County or the City shall fail to make such necessary changes and alterations to the demised premises, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County and the City agree to promptly reimburse the Commission therefor if requested to do so.

C. The leasehold rights, duties and obligations of the County and the City, as specified in this Lease agreement, shall not be assigned in whole or in part during the term of this Lease, except that the County and the City may sublease all or any part of the space leased by them if the Commission agrees to such sublease and if such sublease is permitted by law, provided, however, that in the event of any such sublease of all or any part of such space, there shall be no reduction of the amount of the rental payments required to be made to the Commission by the County and the City and as herein provided. The Commission further agrees that upon the receipt of a request by the County or the City to sublease all or any part of the demised premises, its consent to such sublease will not be unreasonably withheld.

SECTION IV. LEASE NONCANCELLABLE.

A. This Lease shall be deemed and construed to be a lease, noncancellable by the respective Lessees during the term thereof, and the County and the City, respectively, shall pay to the Commission absolutely net throughout the term of this Lease the rent and all other payments required hereunder, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever including, without limiting the generality of the foregoing:

(1) The failure, from whatsoever cause, of the Public Safety Building to comply in any respect or respects with the plans therefor;

(2) Any damage to or destruction of the leased premises or any part thereof, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the leased premises or any part thereof, and whether or not resulting from any act of God or the public enemy, or from any restriction or requirement of law, ordinance, rules or regulation of any public body or authority, State or Federal, having jurisdiction in the premises (whether such restrictions or requirements relate to the use or occupancy of the leased premises or the quality, character or

condition of the leased premises, structures, buildings, improvements and equipment thereon or therein, or otherwise);

(3) Any failure or any defect in the Commission's title to the leased premises whether or not such failure to defect interferes with, prevents or renders burdensome the use or occupancy of the leased premises or any part thereof;

(4) Any failure in whole or in part of the Commission to obtain and maintain the insurance which is provided to be maintained by the Commission under this Lease.

SECTION V. INSURANCE.

A. The Commission shall carry or cause to be carried insurance on said demised premises with a responsible insurance company or companies qualified to do business in the State of Illinois and to insure the risks thereof in an amount not less than the full insurable value of said demised premises, including the equipment therein, but excluding the value of the property referred to in subsection D hereof. The full insurable value is hereby defined to mean the actual replacement costs as shall be determined from time to time (but in any event not more than once in any fiscal year) by an independent architect, appraiser or appraisal company as may be employed for such purpose by the Commission. The Commission shall have the sole right to receive the proceeds of such insurance and to receipt for and settle claims thereunder.

B. In case of loss, the Commission shall apply the proceeds of said insurance (but only to the extent of such insurance proceeds and any other monies available to the Commission for such purpose) to the repair, replacing and restoration of the Public Safety Building to its former condition, or in such other manner as will enable said Public Safety Building as so repaired and restored to provide such use and service by and for the County and the City, respectively, as was provided prior to such loss. There shall be no abatement of the annual rentals required to be paid by the County and the City under the terms of this Lease during the process of such reconstruction, replacement, restoration or repairs.

C. The Commission shall carry or cause to be carried general public liability insurance in an adequate amount as determined by the Commission, against loss on account of bodily injury, death or property damage occurring in, on or about the property included in the demised premises or by elevator or escalator therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the Public Safety Building or Sites or resulting from any act of omission or commission on the part of the Commission, its agents, officers and employees, in connection with the reconstruction, maintenance, operation, use and repair of such Public Safety Building and Site or the furnishing of any service to the County and to the City.

D. The Commission will not carry insurance of any kind on furniture or furnishings or any

fixtures, equipment, improvements or appurtenances belonging to, installed by or removable by the County and the City under the provisions of this Lease and the Commission shall not be obligated to repair any damage thereto resulting from fire or other casualty or to replace the same if destroyed by fire or other casualty.

SECTION VI. MISCELLANEOUS.

A. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

B. All officers and employees of the Commission authorized to receive or retain the custody of money or to sign vouchers, checks, warrants or evidences of indebtedness on behalf of the Commission, shall be bonded for the faithful performance of their duties and the faithful accounting of all monies and other property that may come into their hands, in an amount to be fixed and in a form to be approved by the Commission.

C. The Commission will maintain and keep proper books of records and accounts in which shall be made full and correct entries of all transactions relating to the demised premises. Not later than ninety (90) days after the close of each fiscal year, the Commission will cause an audit of its books, records and accounts for the preceding fiscal year to be made by an independent public accountant and will make such audit available for inspection to the County and to the City. Such books, records and accounts shall be open for inspection to the County and to the City at all reasonable times.

D. No portion of the funds paid by the County and the City to said Commission shall be used for any purpose inconsistent with the conditions of this Lease.

E. Any notice or any demand required or permitted by this Lease shall be served in the following manner:

(1) By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is served; or to the County Clerk of the County Board of Vermilion County, Illinois, if the County is being served, or to the City Clerk of the City of Danville, Vermilion County, Illinois, if the City is being served; or

(2) By depositing a duly executed copy thereof in the United States Mails, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission, or to the County Clerk of the County Board of Vermilion County, Illinois, if the County is being served, or to the City Clerk of the City of Danville, Vermilion County, Illinois, if the City is being served, as the case may be.

Service for such mailing shall be deemed sufficient if addressed to the Commission, or to the County or to the City, as the case may be, at such address as the Commission or the County or

the City may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

Doug Ahrens, Chairman
Danville Public Building Commission,
Vermilion County
2 East South Street
Danville, Illinois 61832

Cathy Jenkins, County Clerk
County Board, Vermilion County
6 North Vermilion Street
Danville, IL 61832

Lisa K. Monson, City Clerk
City of Danville, City Hall
17 West Main Street
Danville, IL 61832

F. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

IN WITNESS WHEREOF, the DANVILLE PUBLIC BUILDING COMMISSION, of Vermilion County, Illinois, by its Board of Commissioners, has caused the corporate seal of said Commission to be affixed hereto and this Lease to be signed in its name by its Chairman and to be attested by the Secretary of said Commission, and the COUNTY OF VERMILION, ILLINOIS, by authority of its County Board, and the CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, by authority of its Council, have caused the corporate seal of said respective bodies to be affixed hereto and the Lease to be signed in their respective names by the Chairman of the County Board and to be attested by the County Clerk and by the Mayor of the City of Danville, Vermilion County, Illinois, and his signature to be attested by the City Clerk, as of the day and year first above written, but actually executed on the dates of the respective acknowledgments attached hereto. This Lease has been executed in several counterparts, any one of which shall be considered as an original.

DANVILLE PUBLIC BUILDING COMMISSION
OF VERMILION COUNTY, ILLINOIS

By _____
Chairman

ATTEST:

Secretary

COUNTY OF VERMILION, ILLINOIS

By _____
Chairman, County Board

ATTEST:

County Clerk, Vermilion
County, Illinois

CITY OF DANVILLE, VERMILION
COUNTY, ILLINOIS

By _____
Mayor, City of Danville,
Vermilion County, Illinois

ATTEST:

City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that LARRY BAUGHN and CATHY JENKINS personally known to me to be respectively the Chairman of the County Board of the County of Vermilion, Illinois, and the County Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of the County of Vermilion, Illinois, and as County Clerk of said County, they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said County of Vermilion, Illinois, pursuant to the authority and direction of the County Board of said County, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this day of October, 2019

(Notarial Seal)

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that DOUG AHRENS and HEATHER SMITH, personally known to me to be respectively the Chairman and the Secretary of the Danville Public Building Commission, Vermilion County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chairman and Secretary, they signed and delivered the said instrument and caused the seal of the Danville Public Building Commission, Vermilion County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Danville Public Building Commission, Vermilion County, Illinois, pursuant to authority and direction of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this day of October, 2019.

(Notarial Seal)

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that RICKY WILLIAMS and LISA K. MONSON, personally known to me to be respectively the Mayor of the City of Danville, Vermilion County, Illinois, and the City Clerk of said City of Danville, Vermilion County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Mayor of the City of Danville and as City Clerk of said City of Danville, they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said City of Danville, Vermilion County, Illinois, pursuant to the authority and direction of the Council of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this day of September, 2019

(Notarial Seal)

Notary Public

Danville Public Safety Building Expansion
County and City Space Allocation
Effective November 1, 2004

	City Square Footage	County Square Footage	Total Square Footage
Sub Level			
Emergency Operations	2,171	2,171	4,342
Pistol Range	1,197	1,197	2,394
Mechanical/Gen Circulation	2,369	2,369	4,738
Sub Level Totals	5,737	5,737	11,474
Lower Level			
Communications	629	629	1,258
Intake		4,394	4,394
Garage	2,093	2,093	4,186
Tunnel	3,023	3,023	6,046
Storage	210	210	420
Mechanical/Gen Circulation	1,886	1,886	3,772
Lower Level Totals	7,841	9,002	16,843
First Floor			
Police	6,954		6,954
Sheriff		2,912	2,912
Lobby	688	688	1,376
Records	991		991
Mechanical/Gen Circulation	1,119	1,119	2,238
First Floor Totals	9,752	4,719	14,471
Second Floor			
Police	5,046		5,046
Sheriff		4,610	4,610
Shared Spaces	1,727	1,727	3,454
Mechanical/Gen. Circulation	970	970	1,940
Second Floor Totals	7,743	7,307	15,050
Third Floor			
Jail		20,206	20,206
Mechanical/Gen. Circulation		1,737	1,737
Third Floor Totals		21,943	21,943
Fourth Floor			
Jail		21,516	21,516
Mechanical/Gen. Circulation		1,260	1,560
Fourth Floor Totals		22,776	22,776
Fourth Floor Mezz			
Jail		5,605	5,605
Mechanical/Gen. Circulation		352	352
Fourth Floor Mezz Totals		5,957	5,957
Public Safety Building Total	31,073	77,441	108,514
Service Building	1,820		1,820
SITE TOTAL	32,893 29.81%	77,441 70.19%	110,334 100%

EXHIBIT "A"

AMENDED SUBLEASE AGREEMENT FOR MAINTENANCE OF
JUVENILE DETENTION FACILITY

This Amended Sublease Agreement (the "Sublease") supplements the Amended and Restated Lease Agreement dated November 1, 2019 and is effective this 1st day of December, 2019, between the DANVILLE PUBLIC BUILDING COMMISSION, Vermilion County, Illinois, a municipal corporation of the State of Illinois (the "Commission"), as Lessor, and the COUNTY OF VERMILION, ILLINOIS, a body politic and corporate of the State of Illinois the "County"), as Lessee.

RECITALS:

WHEREAS, Commission, the County and the City entered into an Amended and Restated Lease Agreement on February 29, 2016 (the "Original Lease") for a term of 20 years beginning November 1, 2016 and ending October 31, 2036, which Lease provides in part for the repayment of previously issued Bonds and the repayment of newly issued Bonds, the latter to acquire, construct, improve, alter, equip, repair, maintain, operate and secure the Facilities owned by the Commission but utilized by the County and the City, with the understanding and provision that separate Leases or Subleases would be entered into by the parties for the Operation and Maintenance of the of the Facilities; and

WHEREAS, Commission has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "Act"), for the purpose of exercising the powers and authority prescribed by the provisions of the Act , and to acquire, construct or enlarge public improvements, building and facilities in the County; and

WHEREAS, The Board of Commissioners of the Commission (the "Board") did, by proper resolution, select, locate and designate property located wholly within the City of

Danville, Vermilion County, Illinois, the same being the county seat of the County (the “County Seat”), as a site on which to undertake improvements, names a juvenile detention center (the “Project”), which site is more fully described in a certain Lease Agreement dated September 1, 1999 (the “1999 Lease”); and

WHEREAS, the County and the Commission previously entered into a Lease Agreement, dated as of September 1, 1999, and amended on September 1, 2006 (the “1999 Lease”), providing for the Lease of the 1999 Leased Property by the Commission to the County and the payment by the County to the Commission of rentals for the use and occupancy for the use of the 1999 Leased Property; and

WHEREAS, under the provisions of the 1999 Lease, the Commission was solely responsible for the maintenance, operations, upkeep and safekeeping of said site, being the Juvenile Detention Center and the Commission and the County were directed to enter into one or more separate agreements regarding such maintenance and upkeep; and

WHEREAS, the Commission and County previously entered into an Intergovernmental Agreement for the maintenance of the Juvenile Detention Center on December 1, 2002 (the “Intergovernmental Agreement”) which Agreement was terminated as to redefine the Commission’s responsibilities relative to the maintenance, operations, upkeep and safekeeping of said Center and to further increase the annual rental payments; and

WHEREAS, Commission, pursuant to the terms of Bond Resolutions previously adopted, was required to apply the rents received from the County or a portion thereof in reduction of the Public Building Revenue Bonds; and

WHEREAS, the County had requested the Commission, its staff, employees, and agents

to pay certain costs incurred in the operation of the Juvenile Detention Center, including maintaining, operating, servicing, and repairing the mechanical systems in the Center, cleaning and keeping such Center in a sanitary condition, making Bond payments on the outstanding Bonds, paying health insurance for employees of the Center, establishing and maintaining a capital improvement fund and providing such administrative services as maybe necessary in the day to day functioning of said Center; and

WHEREAS, the Commission did undertake the duties and payments as more specifically described in the preceding paragraph consistent with the terms and provisions as more fully provided within an Amended Lease Agreement effective December 1, 2011; this Lease Agreement was Amended effective December 1, 2016 for a term of three years ending November 30, 2019; and

WHEREAS, Commission and the County wish to amend the December 1, 2016 Amended Lease Agreement by the terms of this Sublease Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SECTION I. LEASE OF PREMISE

A. The term of this Agreement shall be for an initial period of three (3) years commencing with December 1, 2019 and ending on November 30, 2022. Either party shall have the exclusive right to terminate this Agreement without cause upon sixty days written notice to the other, in which this Agreement shall terminate at the end of the sixty-day notice period. Upon termination of this Agreement, the Commission shall submit final charges which may be due and shall furnish to the County all maintenance records, service contracts and other information utilized by the Commission in undertaking the responsibilities provided in this Agreement.

B. The County covenants and agrees, on or before December 1 2019, and on or before November 1 of each of the years thereafter for and during the term of this Agreement, to pay to the Commission for the use and occupancy of the Juvenile Detention Facility the following annual rentals:

<u>Lease Year</u>	<u>Amount of Rent</u>
December 1, 2019-November 30, 2020	\$2,100,699.00 (This includes \$1,813,326.00 for Leased Employees)
December 1, 2020-November 30, 2021	\$2,167,484.00 (This includes \$1,872,089.00 for Leased Employees)
December 1, 2021-November 30, 2022	\$2,236,673.00 (This includes \$1,933,016.00 for Leased Employees)

The payments provided above shall be made on a quarterly basis (one fourth of the annual payment shown) with the first quarterly payment to be made December 1 of each year during the term of this lease with subsequent quarterly payments each 3 months thereafter. Within 30 days of receipt of the quarterly rent payment, the Commission shall rebate the Leased Employee portion of the payment to the County. As part of the annual rentals provided above, the Commission shall pay the sum of \$20,000.00 to a capital improvement fund (as provided elsewhere in this Agreement), to pay health insurance for the employees of the Juvenile Detention Center if part of the Leased Employees benefits, and to make certain other payments as reasonably estimated from time to time and as provided elsewhere in this Agreement.

C. Upon Execution of this Amended Sublease Agreement, the County shall provide by resolution for the levy and collection of a direct annual tax sufficient to pay the annual rent payable under this Agreement, as of when such rents becomes due and payable and shall immediately after file in the Office of the County Clerk of Vermilion County, Illinois, as tax extension officer of Vermilion County, Illinois, a copy of this Agreement as executed by the parties hereto, certify to by the Secretary of the Commission, the County Clerk of the County Board, as the recording officer of such Board, together with a properly certified copy of such Resolution as adopted levying taxes for the payment of annual rents under the terms of this Agreement, which certified copy shall constitute the authority of the County Clerk of Vermilion County, Illinois, as the tax extension officer of said County, to extend for collection the taxes annual necessary to pay the annual rents under the terms of this Agreement as and when such rent becomes due and payable, such taxes to be in addition to and in excess of all other taxes now or hereafter authorized to by levied by said County. The funds realized by the County for such tax levy shall not be disbursed for any purpose other than the payment of the rentals reserved in this Agreement until the annual rent has been paid as provided for at 50 ILCS 20/18 except as otherwise provided in the Agreement. After the annual rent has been paid, such funds may be used for other public safety purposes. In addition, unless earlier complied with, and the parties acknowledge that the public hearing herein referenced has been complied with, the County Clerk on behalf of the County Board shall cause a public hearing to be held on the Agreement in which provision is made for all persons residing or owning property in said County so that such residents shall have an opportunity to be heard orally, in writing, or both. Notice of the time and place of the hearing shall be placed at least once, at least fifteen (15) days before the hearing, in a

newspaper published or having general circulation within the County of Vermilion. This Notice shall be in the form described under Section 18 of the Public Building Commission Act, 50 ILCS 20/18. No taxes shall be extended for this Agreement unless such hearing has been heard.

D. On or before One Hundred Twenty (120) days preceding the first day of each fiscal year of the Commission during the term of this Agreement, the Commission shall prepare and adopt an annual budget, set forth in reasonable detail, its estimated expenses for the operation and maintenance of the Juvenile Detention Center. Said operation and maintenance expenses shall include provision for the various items set forth in this Agreement in detail.

E. Immediately upon the adoption of said budget, the Commission shall file with the County a certified copy thereof.

If the amount of each expense budget exceeds the annual rentals provided for under the terms of this Agreement, the following designated procedure may be used by the Commission in paying the costs of operation and maintenance of the Juvenile Detention Center during the ensuing year, namely:

(1) As soon as it becomes apparent the budget may be exceeded, the Commission shall promptly notify County of such fact, together with an estimate as to when the budget may be exceeded and a statement of the reasons the budget will be exceeded.

(2) The Commission may continue to provide all of the services upon the frequencies specified herein if the County by proper action of their respective governing body, shall appropriate and agree to pay to the Commission during the ensuing lease year as additional rental, over and above the rental for such year specified above, a sum equal to the difference between the cost of operation and maintenance set forth in the annual budget for such year and the annual rentals heretofore provided.

(3) If, on or before thirty (30) days prior to the beginning of any fiscal year, it appears that additional monies will not be available to the Commission to offset the apparent deficiency from additional rentals payable by the County, then the Commission shall reduce its budget of operation and maintenance expenses to a sum not to exceed the rentals set forth in paragraph B above.

F. If in any fiscal year the rental payments herein provided for are insufficient to provide the funds necessary to perform the services and maintain and operate the Juvenile Detention Center to the extent provided in the budget adopted for said fiscal year, failure by the Commission to maintain and operate the Juvenile Detention Center to the extent provided for in said budget shall not constitute a default under the terms of this Agreement, but in such case the Commission, after consultation with the County, shall provide in its sole discretion such essential services as can be had by the use of such funds as may be available for that purpose.

G. If in any fiscal year the rental payments herein provided, and any interest earned by Commission from investment thereof, are in excess of the funds necessary to perform the services and maintain and operate the Juvenile Detention Center to the extent provided in the budget adopted for the previous fiscal year, said amount shall be certified to the County by the Commission, and the County, as shall specify by resolution of their governing body certified to the Commission, either (1) have refund and payment of said amounts by Commission, or (2) be permitted to abate their respective tax levies by said amount proportionately, but in no event shall any such abatement be made or permitted by the County Clerk unless a written certificate of the resolution of the Commission providing therefor shall be filed with him by the Commission.

H. The Commission shall, following each regular, monthly meeting of its Board of

Commissioners, provide County with a report of receipts and disbursements made from the rentals paid hereunder pursuant to the operation and maintenance of the Juvenile Detention Center and premises herein leased.

SECTION II. OPERATION AND MAINTENANCE.

A. The Commission shall be responsible for the maintenance, operation, upkeep and repair of the entire Juvenile Detention Center, including parking lots, driveways, sidewalks and landscaping, and shall be reimbursed therefor in accordance with the rental terms of this Agreement.. The cost of operation, maintenance, upkeep and repair shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, electricity, heat, air-conditioning, janitor, care taking and custodial services, repairs to the interior or the exterior, whether structural or nonstructural, and the following specific operation:

- (1) Correctional officers and facilities, and
- (2) Security officers and facilities,

the latter two of which shall be in accordance with the terms and provisions of a certain, separate intergovernmental agreement between the parties hereto, made as of even date herewith.

B. Administrative expenses of the Commission which will be apportioned to the Juvenile Detention Center and Public Safety Building, including salaries and wages of regular and extra employees engaged in the maintenance, upkeep and repair of the demised premises and expenses of management, audit, attorneys' fees which can be apportioned in accordance with accepted accounting principles.

C. The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of operation, maintenance, decoration, repair,

upkeep and inspection, provided that such access, except in case of emergency, shall be pursuant to a reasonable notice and to be made at reasonable times so as to minimize any interference with the uses being made by the County and in its use of the demised premises.

D. The Commission shall, from the annual proceeds of rent received, set aside and maintain an account for the purpose of making either capital improvements upon the premises or repairs to the premises, said account to be designated as the "Capital Improvements and Replacement Account." The total amount to be so set aside and deposited into said account each lease year shall equal the sum of Twenty Thousand Dollars (\$20,000.00). Expenditures from this account shall be made by the Commission upon request of the County; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding effective August 15, 2016 and signed by the County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. The total amount paid and maintained in this fund shall not accumulate and exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

E. County shall be solely responsible for promulgating rules and regulations for, and enforcing and maintaining the security of, the Juvenile Detention Center and Commission shall have no duty or responsibility therefor, except to comply with such rules and regulations not inconsistent with the terms and provisions of the Agreement, and except for the performance of its duties pursuant to SECTION II hereof.

SECTION III. USE OF PREMISES.

A. The County may install in the space occupied by them in accordance with the terms

of this Agreement, such portable equipment, fixtures or furniture as it may desire, but shall not make any alterations or additions, other than partitions and non-load bearing walls, to the Juvenile Detention Center which constitutes a part of the demised premises without the written consent of the Commission. The County shall not place a load upon any floor of the Juvenile Detention Center which constitutes a part of the demised premises exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

B. The County covenants and agrees that they, will not permit the use of the demised premises in any manner different from herein contemplated which will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules or regulations, or ordinances or resolutions of the County of Vermilion, Illinois, now or hereafter in force and applicable thereto. The County further covenants and agrees that they shall save the Commission harmless and indemnified at all times against any loss, cost, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or nonuse of said premises or by reason of any act or thing done or not done on, in or about said demised premises or in relation thereto attributable to the use and occupancy of the demised premises by the County and their agents, servants or employees; provided, however, that the foregoing provision shall not apply to any act or thing done or not done on, in or about said demised premises or in relation hereto by the Commission and its respective agents, servants or employees which are the sole cause of a loss, casualty or damage to any person or property in or about the demised premises. The County

further covenants and agrees that they will promptly make any and all changes and alterations in and about the demised premises, which during the term of this Agreement may be required to be made at any time by reason of resolutions of the County of Vermilion, Illinois, or State or Federal laws; and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the County shall fail to make such necessary changes and alterations to the demised premises, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County agrees to promptly reimburse the Commission therefor if requested to do so.

C. The leasehold rights, duties and obligations of the County, as specified in this Agreement, shall not be assigned in whole or in part during the term of this Agreement, except that the County may sublease all or any part of the space leased by them if the Commission agrees to such sublease and if such sublease is permitted by law, provided, however, that in the event of any such sublease of all or any part of such space, there shall be no reduction of the amount of the rental payments required to be made to the Commission by the County and as herein provided. The Commission further agrees that upon the receipt of a request by the County to sublease all or any part of the demised premises, its consent to such sublease will not be unreasonably withheld.

SECTION V. INSURANCE.

A. The County shall carry or cause to be carried insurance on said demised premises with a responsible insurance company or companies qualified to do business in the State of Illinois and to insure the risks thereof in an amount not less than the full insurable value of said demised premises, including the equipment therein, but excluding the value of the

property referred to in subsection (d) hereof. The full insurable value is hereby defined to mean the actual replacement costs as shall be determined from time to time (but in any event not more than once in any fiscal year) by an independent architect, appraiser or appraisal company as may be employed for such purpose by the County. The County shall have the sole right to receive the proceeds of such insurance and to receipt for and settle claims thereunder.

B. In case of loss, the County shall apply the proceeds of said insurance (but only to the extent of such insurance proceeds and any other monies available to the County for such purpose) to the repair, replacing and restoration of the Juvenile Detention Center to its former condition, or in such other manner as will enable said Juvenile Detention Center as so repaired and restored to provide such use and service by and for the County, as was provided prior to such loss. There shall be no abatement of the annual rentals required to be paid by the County under the terms of this Agreement during the process of such reconstruction, replacement, restoration or repairs.

C. The County shall carry or cause to be carried general public liability insurance in an adequate amount as determined by both the County and the Commission, against loss on account of bodily injury, death or property damage occurring in, on or about the property included in the demised premises or by elevator or escalator therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the Juvenile Detention Center or resulting from any act of omission or commission on the part of the Commission, its agents, officers and employees, in connection with the reconstruction, maintenance, operation, use and repair of such Juvenile Detention Center and Site or the furnishing of any service to the County.

D. It will be the responsibility of the County to carry insurance of any kind on furniture or furnishings or any fixtures, equipment, improvements or appurtenances belonging to, installed by or removable by the County under the provisions of this Agreement and the Commission shall not be obligated to repair any damage thereto resulting from fire or other casualty or to replace the same if destroyed by fire or other casualty.

SECTION VI. MISCELLANEOUS.

A. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

B. All officers and employees of the Commission authorized to receive or retain the custody of money or to sign vouchers, checks, warrants or evidences of indebtedness on behalf of the Commission, shall be bonded for the faithful performance of their duties and the faithful accounting of all monies and other property that may come into their hands, in an amount to be fixed and in a form to be approved by the Commission.

C. The Commission will maintain and keep proper books of records and accounts in which shall be made full and correct entries of all transactions relating to the demised premises. Not later than ninety (90) days after the close of each fiscal year, the Commission will cause an audit of its books, records and accounts for the preceding fiscal year to be made by an independent public accountant and will make such audit available for inspection to the County. Such books, records and accounts shall be open for inspection to the County at all reasonable times.

D. No portion of the funds paid by the County to said Commission shall be used for any purpose inconsistent with the conditions of this Agreement.

E. Any notice or any demand required or permitted by this Agreement shall be served in the following manner:

(1) By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is served; or to the County Clerk of the County Board of Vermilion County, Illinois, if the County is being served; or

(2) By depositing a duly executed copy thereof in the United States Mail, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission, or to the County Clerk of the County Board of Vermilion County, Illinois, if the County is being served, as the case may be.

Service for such mailing shall be deemed sufficient if addressed to the Commission, or to the County, as the case may be, at such address as the Commission or the County may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

Doug Ahrens, Chairman or his successor
Danville Public Building Commission,
Vermilion County
2 East South Street
Danville, IL 61832

Cathy Jenkins, County Clerk
County Board, Vermilion County
6 North Vermilion Street
Danville, IL 61832

F. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

IN WITNESS WHEREOF, the DANVILLE PUBLIC BUILDING COMMISSION, of Vermilion County, Illinois, by its Board of Commissioners, has caused this Agreement to be signed in its name by its Chairman and to be attested by the Secretary of said Commission, and the COUNTY OF VERMILION, ILLINOIS, by authority of its County Board, has caused the Agreement to be signed in their respective names by the Chairman of the County Board and to be attested by the County Clerk, Vermilion County, Illinois, as of the day and year first above written, but actually executed on the dates of the respective acknowledgments attached hereto. This Agreement has been executed in several counterparts, any one of which shall be considered as an original.

DANVILLE PUBLIC BUILDING COMMISSION
OF VERMILION COUNTY, ILLINOIS

By _____
Doug Ahrens, Chairman

ATTEST:

Heather Smith, Secretary

COUNTY OF VERMILION, ILLINOIS

By _____
Larry Baughn, Chairman, County Board

ATTEST:

Cathy Jenkins, County Clerk, Vermilion
County, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that LARRY BAUGHN AND CATHY JENKINS personally known to me to be respectively the Chairman of the County Board of the County of Vermilion, Illinois, and the County Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of the County of Vermilion, Illinois, and as County Clerk of said County, they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said County of Vermilion, Illinois, pursuant to the authority and direction of the County Board of said County, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of September, 2019.

Notary

(Notarial Seal)

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that DOUG AHRENS AND HEATHER SMITH, personally known to me to be respectively the Chairman and the Secretary of the Danville Public Building Commission, Vermilion County, Illinois, and personally known to me to be the same persons whose names are subscribed to the

foregoing instrument, appeared before me this day in person and acknowledged that as such Chairman and Secretary, they signed and delivered the said instrument as the free and voluntary act of the Danville Public Building Commission, Vermilion County, Illinois, pursuant to authority and direction of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of September, 2019

Notary

(Notarial Seal)

RESOLUTION

RE: Solar Project – Ridge Farm Area

WHEREAS, the County has been requested to approve a Solar Farm project in the rural Ridge Farm Area; and,

WHEREAS, the County has reviewed the project proposal with the assistance of the County Board Chairman, the Chairman of the Public Safety Committee, the Health Department Administrator, and County Engineer and those individuals find no substantial reason to deny approval subject to the receipt and review of a Natural Resource Inventory report by the Soil and Water Conservation District and continuing compliance with State statutes and the County Ordinance; and

WHEREAS, the County desires approve the project with continuing oversight through the Infrastructure Committee work group and final approval by the County Board Chairman prior to beginning actual construction of the project, and;

NOW, THEREFORE, BE IT RESOLVED by the Vermilion County Board that the Solar Farm Project by Dynamic Energy is approved subject to receipt of an acceptable NRI report, and proof of continued compliance with State law and County Ordinance, and directs that the Infrastructure Committee approve the same and place such reports on file at the County Board Office, and that upon such proof, the County Board Chairman is authorized to sign an approval for construction.

PRESENTED, APPROVED, and RESOLVED by the County Board of Vermilion County, Illinois, at their October 8, 2019, session.

DATED, this 8th day of October, 2019, A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Resolution No. _____

ORDINANCE

RE: APPOINTMENT PROCESS FOR COUNTY BOARD CHAIRMAN'S APPOINTMENTS

WHEREAS, the County Board Chairman is tasked by a variety of statutes to appoint persons to certain Boards, Districts, or similar organizations, and

WHEREAS, the County has developed a process for naming and appointing individuals at each County Board meeting which has become cumbersome and slow when there is a need to appoint people to build a quorum and allow business to be conducted, and

WHEREAS, updating and streamlining the process would benefit the community by speedily bringing the Chairman's nominations to the Board for a vote of concurrence by the full Board, and

WHEREAS, such a revised procedure would be easier for the public to understand and participate in as the current practice of "announcements, vacancies, readings", and then "appointments" is confusing to the average person interested in serving on such boards and make it difficult to track terms and appointments over time, and in fact has resulted in some confusion.

NOW THEREFORE, BE IT ORDAINED THAT the previous ordinances numbered 2-4 (resolution of 2/13/73) and 2-5 (Resolution of 4/10/73) are hereby repealed in its entirety and replaced with the attached Exhibit "A", and that such a process be followed in the future for all appointments under the jurisdiction of the County Board Chairman.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the October 8, 2019 A.D. Session.

DATED this 8th day of October 2019 A.D.

AYE____ NAY____ ABSENT____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Approved by the Executive/Legislation Committee on 09/26/2019

Larry Baughn Jr. Y N A
Chairman

Craig Golden Y N A

Steve Fourez Y N A

Kevin Green Y N A

Crisi Walls Y N A

Greg Thatcher Y N A

Becky Stark Y N A

RESOLUTION

RE: Delinquent Tax Program and Agent

WHEREAS, pursuant to the authority of Section 21-90 of the Property Tax Code of 1993 this County Board of Vermilion County, Illinois, has heretofore created and operated a Delinquent Tax Liquidation Program for the purpose of recovering delinquent real estate for the benefit of all taxing districts upon those parcels of real estate which would otherwise be forfeited to the State of Illinois for delinquent taxes, and for the purpose of promoting the return of these properties to taxpaying status through the expeditious transfer of ownership thereof; and

WHEREAS, this County Board has authority pursuant to Section 35 of the Mobile Home Local Services Tax Enforcement Act to recover delinquent Mobile Home Local Services Taxes through its Delinquent Tax Liquidation Program, should the Treasurer desire to do so; and

WHEREAS, the County Board has previously appointed Joseph E. Meyer & Associates, Inc., to act as Tax Agent in the operation, management and supervision of the County's aforesaid Delinquent Tax Liquidation Program; and

WHEREAS, the Treasurer has also suggested that this County Board enter into a comprehensive agreement with the said Joseph E. Meyer & Associates, Inc., setting forth the agreements and understandings between them concerning the operation of said Delinquent Tax Liquidation Program, and that such agreement provides for the collection of both delinquent General Real Estate Taxes and delinquent Mobile Home Local Services Taxes; and

WHEREAS, the said Joseph E. Meyer & Associates, Inc., has submitted a proposed form of "PROFESSIONAL SERVICE AGREEMENT" for the said Delinquent Tax Liquidation Program, which appoints Joseph E. Meyer & Associates, Inc., as Tax Agent and, among other things, authorizes the Tax Agent to secure redemptions, prepare all notices for mailing, file petitions, prepare applications and orders for deeds and tax certificates of title, prepare all necessary writs, locate parties of interest, inspect tax-delinquent properties and mobile homes, and fulfill all other statutory procedures necessary for the County to obtain tax deeds for parcels of real property and tax certificates of title for mobile homes, and to offer such parcels and mobile homes at public auction sale, and provides for the compensation to be paid to said Tax Agent for services rendered thereunder, and which constitutes a thorough and comprehensive statement of the agreements and understandings of the respective parties concerning the operation of said Program; and

WHEREAS, the Treasurer recommends the appointment of Joseph E. Meyer & Associates, Inc., as the Tax Agent of this County Board, and further recommends approval by this County Board of the "PROFESSIONAL SERVICE AGREEMENT" submitted by Joseph E. Meyer & Associates, Inc., and presented to this meeting of the County Board; and

WHEREAS, this County Board finds that it would be advantageous for the County of Vermilion to enter into the proposed "PROFESSIONAL SERVICE AGREEMENT" with the said Joseph E. Meyer & Associates, Inc., appointing it as Tax Agent to act on behalf of the County of Vermilion in the operation of the County's Delinquent Tax Liquidation Program, and stating the agreements and understandings of the parties with respect to the operation thereof;

NOW THEREFORE BE IT RESOLVED that the Chairman of the Vermilion County Board is hereby authorized and directed to enter into and to subscribe such proposed "PROFESSIONAL SERVICE AGREEMENT" on behalf of the County of Vermilion with the said Joseph E. Meyer & Associates, Inc., thereby appointing it as the Tax Agent for the County of Vermilion in order to operate the County's Delinquent Tax Liquidation Program.

PRESENTED, APPROVED, and RESOLVED by the County Board of Vermilion County, Illinois, at their October 8, 2019, session.

DATED, this 8th day of October, 2019, A.D.

AYE_____NAY_____ABSENT_____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Resolution No. _____

APPROVED BY EXECUTIVE COMMITTEE:

Larry Baughn, Jr. <i>Committee Chairperson</i>	<input checked="" type="radio"/>	N	A
Craig Golden	<input checked="" type="radio"/>	N	A
Steve Fourez	Y	N	<input checked="" type="radio"/>
Kevin Green	<input checked="" type="radio"/>	N	A
Becky Stark	<input checked="" type="radio"/>	N	A
Greg Thatcher	<input checked="" type="radio"/>	N	A
Crisi Walls	<input checked="" type="radio"/>	N	A

RESOLUTION

RE: Internal Policies

WHEREAS, the County is required by various accounting, State, and Federal mandates to maintain certain policies; and,

WHEREAS, the County has now updated and added certain policies to remain current as suggested by outside auditors and grant auditor; and

WHEREAS, the County desires to formally adopt these policies and publish them to guide all members of County government and various entities that do business with the County, as well as the public.

NOW, THEREFORE, BE IT RESOLVED by the Vermilion County Board that the attached policies, marked as group Exhibit "A" and now incorporated herein by reference, are adopted as policies of the County of Vermilion.

PRESENTED, APPROVED, and RESOLVED by the County Board of Vermilion County, Illinois, at their October 8, 2019, session.

DATED, this 8th day of October, 2019, A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Resolution No. _____

APPROVED BY EXECUTIVE COMMITTEE:

Larry Baughn, Jr. <i>Committee Chairperson</i>	<input checked="" type="radio"/>	N	A
Craig Golden	<input checked="" type="radio"/>	N	A
Steven Fourez	Y	N	<input checked="" type="radio"/>
Kevin Green	<input checked="" type="radio"/>	N	A
Becky Stark	<input checked="" type="radio"/>	N	A
Greg Thatcher	<input checked="" type="radio"/>	N	A
Crisi Walls	<input checked="" type="radio"/>	N	A

CONFLICT OF INTEREST IN CONTRACT PROCUREMENT AND ADMINISTRATION OF CONTRACTS

It is the policy of Vermilion County, Illinois, that all expenditures of public money be based upon the best interests of the taxpayer and that they be free from any conflict of interest or impropriety. To achieve this goal, the following rules are adopted:

1. The Illinois Statutes, including but not limited to Competitive Bidding, 55 ILCS 5/5-1022, the Public Officer Prohibited Activities Act, 55 ILCS 105/1, and following,(including 50 ILCS 103/3 regarding board member voting on contracts in which they may have a financial interest) and any relevant ordinances of the County of Vermilion are to be followed in the management of public money.
2. No employee, officer, or agent of the County, may participate in the selection, award, or administration of a contract supported by a Federal award, if he or she has a real or apparent conflict of interest. A conflict of interest arises when an officer, employee, elected official, or agent of the same, or any member of his or her immediate family or his or her spouse or partner, or any organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or tangible personal benefit from a firm or entity being considered for a contract from the County. The officers, employees, elected officials, or agent of the same, may not accept or solicit, gratuities, favors, or anything of monetary value from contractors or subcontractors seeking or currently engaged in providing contractual services for the County, provided however, that an unsolicited item, as described in the Gift Ban Act, 5 ILCS 430-10-15, and not in violation of the Gift Ban Act, 5 ILCS 430/10-10, et. seq. and any County Ordinance relevant to that Act, will not be a violation of this policy.
3. Officers, employees, elected officials, and the agents of the same shall act in the best interests of the public. Unnecessary or duplicative purchases are to be avoided. An analysis of the most economic method of purchasing items should be made prior to any purchase. Shared goods and equipment, where feasible, should be employed rather than purchasing duplicate items, by use of intergovernmental or intra-entity or intra-entity agreements. The use of surplus equipment where feasible is encouraged. The rules regarding competitive bidding shall be followed and the Contractor's Addendum, as may be amended from time to time shall be used when contracting for public works, purchase of substantial goods or services.
4. Compliance with all required federal laws as may be appropriate in each case shall be required of any party contracting with the County.

Reporting Wrongdoing – Whistleblower Protection

Wrongdoing can occur in many types and forms. In many specific policies we discuss the importance of reporting wrongdoing. Wrongdoing is defined as a violation of State, County, Federal law or a violation of a specific policy of the County or County Department. It may be conduct against a person or class of persons, it may be violations of operational or procedural policy that hampers the County's ability to serve the public. Whatever form wrongdoing takes, it should not be part of Vermilion County's workplace. To prevent wrongdoing, Vermilion County must know about wrongdoing. Therefore, if you witness, hear of, or suspect wrongdoing has occurred in the workplace or at a workplace event, it is important that you report what you know immediately.

You are protected under the Illinois Whistleblower Act, 740 ILCS 174/1, from retaliation if you, the employee, have reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation.

Reporting Wrongdoing

If you are experiencing any type of wrongdoing, or if you know of, or suspect, wrongdoing by another employee or workplace participant, you must report it immediately to your manager or your supervisor, or the elected official or department head immediately over your position.

If you do not feel comfortable reporting as listed above or if you did report and are not satisfied with the response, then you should direct your report or dissatisfaction to the County Board Office, Human Resources Department, or Risk Manager.

Please note that you are not required to confront the person or persons who have given you reason to report. However, if you experience wrongdoing, you must make a reasonable effort to make the wrongdoing known as soon as you experience or discover it. Discussing or reporting acts of wrongdoing to any person not listed above does not constitute a report.

Retaliation Prohibited

If you believe you are being subjected to retaliation for reporting a violation of this policy, or participating in an investigation of this policy, you should report the retaliation immediately in the manner provided above. Please note that you do not have to confront the person who is the source of the retaliation before reporting it, but to help prevent retaliation from continuing, you must report it.

Any employee or workplace participant who retaliates against another employee or workplace participant for making a good faith complaint of a violation of this policy, or for assisting in an investigation of a complaint of a violation of this policy, is subject to discipline or termination. Retaliation can include, but is not limited to harassment, discrimination, or any other unfair treatment or abuse of power.

Workplace Investigations

A report of retaliation for reporting a violation of this policy or a report of a violation of this policy, that is made to those listed above, will result in an appropriate investigation of the allegations made in the report. Vermilion County may use third parties to investigate allegations. All employees and workplace participants have a responsibility to cooperate fully with any investigation. The interviews, allegations, statements, and identities will be kept confidential, on a need-to-know basis, consistent with the law and the investigation process and goals. Unreasonable refusal to participate in an investigation may lead to discipline, including termination.

Those found to have violated this policy, discriminated, or retaliated against another in violation of this policy are subject to discipline including, but not limited to, termination, consistent with the law, the results of the investigation, the severity of the conduct, and the policy violator's employment history, including any similar reports of prior violations, discrimination and/or retaliation.

Knowingly False Reports Prohibited

Any employee or workplace participant who makes a knowingly false report of a violation of this policy will be subject to discipline, including termination.

Questions About This Policy

If you have questions, suggestions or concerns about this policy, you should direct them to your manager or your supervisor.

If you feel uncomfortable discussing your questions, suggestions or concerns about this policy with those listed above, you can direct them to the Human Resources Department or Risk Manager.

LEP POLICY

As a recipient of Federal financial assistance, Vermilion County, Illinois, is required to take reasonable steps to ensure meaningful access to its programs and activities by limited English proficiency (LEP) persons. The purpose of this plan is to make reasonable efforts to eliminate or reduce limited English proficiency as a barrier to accessing County programs or activities. This plan is intended only to improve the internal management of the County and does not create any right or benefit, substantive or procedural, enforceable at law or equity by a party against the County.

Four-Factor Analysis:

In order to assess meaningful access to its programs and activities by LEP persons, a four-factor analysis is set out in guidance issued with Executive Order 13166. The four-factor analysis considers (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program; (2) The frequency with which LEP individuals come in contact with the program; (3) The nature and importance of the program, activity, or service provided by the program to people's lives; and (4) The Resources available to the grantee/recipient and costs.

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program:

The County's statutory responsibilities concern a variety of services from tax collection to police services and court proceedings. The vast majority of the population for which the County serves is proficient in English. As such, LEP services are not normally required.

Factor 2: The frequency with which LEP individuals come in contact with the program.

Generally, all contact with the County is made through its various Departments, all located in Vermilion County, Illinois. The contact is typically from citizens coming to one of our public buildings to interact with one of the governmental departments. Our police services will encounter the public while on patrol. Our Highway Department will have little public interaction due to the nature of their job, but the public will contact that Department with questions or concerns from time to time. Delivery of services at the County level typically does not raise LEP concerns, except for court and law enforcement services. At the court level where language might be a more frequent issue, LEP individuals are served by the utilization of the Criminal Proceeding Interpreter Act (725 ILCS 140/1).

Factor 3: The nature and importance of the program, activity, or service provided by the program to people's lives.

The primary objective of the County is to deliver basic governmental services to all citizens. The County does affect the life of every resident in some fashion or another. In the vast majority of cases, the contact is slight, typically involving property taxes, infrastructure and road

maintenance. In other cases, involving a smaller percentage of the population, it can be fairly intense, involving police, court, health related services or food inspections.

Factor 4: The resources available to the grantee/recipient and costs.

Albeit the services provided are of great importance, the County is small in nature. The County, as a whole, typically employees 400 people during any given fiscal year. Due to the County's budget, an increasingly tough State economic situation, and wherein the LEP population is extremely small and contact is infrequent, the County's has adopted a policy of utilizing interpreters on an as-needed basis. The most prevalent use is likely to be in the court system where the availability of interpreters is advertised. Providing such services in areas where the need is more likely to be an issue and the issues of great importance to the individuals involved serves the philosophy behind the Executive Order.

Scope and Compliance

Due to the relatively small number of LEP persons encountered over time, the overall size of the County, and the County's strict budget, County personnel are instructed to notify their supervisor, who is the elected official over their department, if an LEP person is encountered, or services are requested by an LEP person who wishes to access the County's programs and activities. The County will provide meaningful access to LEP individuals whereby language assistance will result in accurate, timely, and effective communication which is not restricted, or inferior, as compared to the programs and activities provided to English proficient persons. In the event interpretation services are needed in order to translate other languages for time-sensitive and critical life issues (for criminal court matters for instance), the County will obtain quality interpreter and translator services for those languages. Interpretation services may include but are not limited to oral interpretation conducted in-person or via telephone or other means or written translation by qualified translators. The Criminal Proceeding Interpreter Act (725 ILCS 140/1) will be particularly useful at the court level. That Act assists those accused of a crime, and further provides the right to a qualified court-appointed sign language interpreter to be afforded to persons with disabilities who are victims of, or are called as witnesses in court proceedings.

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE ANIMAL REGULATION DEPARTMENT**

WHEREAS, the Animal Regulation Department is engaged in an extensive cleaning and project to better protect and assist the animals housed at the shelter until adopted; and

WHEREAS, such cleaning requires a line item transfer totaling \$3,820.93, to fund additional cleaning supplies and equipment to accomplish this improvement; and

WHEREAS, this money was budgeted for Animal Shelter expenses regardless of the line it was taken from so it is not an additional unplanned burden on the budget but a bookkeeping matter; and,

WHEREAS, the budget therefore needs to be amended accordingly and this necessary change in lines was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2018-2019 as set out below:

011.440.00.04251	Travel Expenses	011.440.00.04220	Materials	\$1635.93
011.440.00.04270	Postage	011.440.00.04220	Materials	\$500.00
011.440.00.04291	Maint/Repair Vehicles	011.440.00.04220	Materials	\$500.00
011.440.00.04363	Dues/License Fees	011.440.00.04220	Materials	\$200.00
011.440.00.04364	Education/Training	011.440.00.04220	Materials	\$485.00
011.440.00.04450	Office Furniture/Equip.	011.440.00.04220	Materials	\$500.00

And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the October 8, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 8th day of October 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Request for Transfer
Fiscal Budget
2018 - 2019

Dept: Animal Regulations

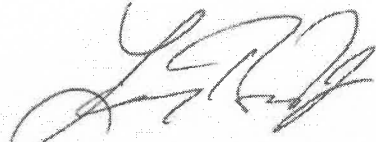
Date: 10 - 4 - 19

From: Trvl Exps/Postage/Maint/Repair-Vehicles/Dues Lic Fees/Ed Training To: Materials

Line Item	Description	Line Item	Description	Amount
011 - 440 - 00 - 04251	Travel Expense	011 - 440 - 00 - 04220	Materials	\$ 1,635.93
011 - 440 - 00 - 04270	Postage	011 - 440 - 00 - 04220	Materials	\$ 500.00
011 - 440 - 00 - 04291	Maint/Repair- Vehicles	011 - 440 - 00 - 04220	Materials	\$ 500.00
011 - 440 - 00 - 04363	Dues/License Fees	011 - 440 - 00 - 04220	Materials	\$ 200.00
011 - 440 - 00 - 04364	Education/Training	011 - 440 - 00 - 04220	Materials	\$ 485.00
011 - 440 - 00 - 04450	Office Furniture/Equipment	011 - 440 - 00 - 04220	Materials	\$ 500.00
-	-	-	-	\$
-	-	-	-	\$

NARRATIVE:

Requesting line item Transfer totaling \$3,820.93 from Travel Expense, Postage, Maint/Repair-Vehicles, Dues/License Fees, Education/Training, and Office Furniture/Equipment to Materials to cover the expense of the additional cleaning concentrate needed due to the unexpected deep cleaning currently taking place. The cleaning concentrate comes in 5 gallon buckets at a price of \$167.39 per bucket. We will need an additional 20 buckets totaling \$3,347.80. Current balance remaining in Materials is \$2,653.25. The additional request plus the in category transfer would put us at a balance of \$7,074.18. Minus the cleaning concentrate of \$3,347.80 would put us at \$3,726.38 for the remainder of the fiscal year.



Department Head: Tony VanCamp

Approved By:

_____ Committee

_____ Finance Committee

_____ Chairman

_____ Chairman

Date: _____

Date: _____

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE 708 MENTAL HEALTH BOARD – Surplus and New Grant
Award**

WHEREAS, the 708 Mental Health Board typically has a surplus of funds totaling \$1,702.91 from the 2018 budget, and also is in receipt of a grant in the amount of \$15,000.00 for the 2019 budget; and

WHEREAS, such 2018 budget year surplus can be best used to pay for needed mental health services since such surplus cannot be spent for any purpose outside of the 708 Board Mental Health Fund since they were levied for mental health services, and the new 2019 budget year additional grant funds must be received and appropriately budgeted for spending; and

WHEREAS, THE 708 Mental Health Board desires that the surplus be used for payment of services, and that the grant now received be also budgeted for providing appropriate mental health services

WHEREAS, the budget therefore needs to be amended accordingly and this was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermillion County Illinois that the County Auditor be authorized and instructed to amend the budget for fiscal year 2018-2019 in the amount as below to facilitate payment mental health services in an amount of 1,702.91, and to further amend the budget by receiving the grant of \$15,000.00 and placing said amount in the current budget for provision of services.

FROM:

004.470.00.4273	Vermillion Healthcare Grant 2018	\$1,702.91
004.101.00.3341	Vermillion Healthcare Grant 2019	\$15,000.00

TO:

004.470.00.4273	Vermillion Healthcare Grant FY 2019	\$1,702.91
004.470.00.4273	Vermillion Healthcare Grant FY 2019	\$15,000.00

And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermillion County, Illinois at the October 8, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

Page 2

Budget Amendment – Mental Health Board

DATED this 8th day of October 2018 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermillion County Board

ATTEST:

Clerk of the County Board

APPROVED BY Health and Education:

Kevin Green (Y) N A 9/19/19
Chairman Date

Chuck Nesbit Y N (A)

Charles Mockbee (Y) N A

Daniel Wright Y N (A)

Marla Macklewicz Y N (A)

Phearn Butler (Y) N A

Robert J. Watson Y N (A) Abstain

**Request for Transfer
Fiscal Budget
2018 - 2019**

Dept: Mental Health 708 Board

Date: 1 - 26 - 2019

From: 004.470.00.4273 FY'18 Budget

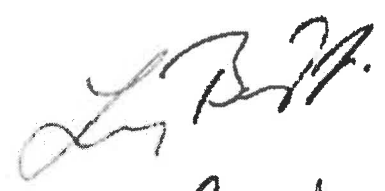
To: 004.470.00.4273 FY'19 Budget

Line Item	Description	Line Item	Description	Amount
004 - 470 - 00 - 4373	Vermilion Healthcare Grant '18	004 - 470 - 00 - 4373	Vermilion Healthcare Grant FY'19	\$ 1,702.91
004 - 101 - 00 - 3941	Vermilion Healthcare Grant '19	004 - 470 - 00 - 4373	Vermilion Healthcare Grant FY'19	\$ 15,000.00
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$ 16,702.91

NARRATIVE:

The first item is the balance of the unused Vermilion Healthcare grant funding from Fiscal Year '18. This transfer will allow us to spend this sum out of this year's budget.

The second item transfers the recent Vermilion Healthcare grant funding to the expense line.



Department Head: Jane Russell

Approved By:

_____ Committee

Chairman _____

Finance Committee

Chairman _____

Date: _____

Date: _____

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE REGIONAL OFFICE OF EDUCATION**

WHEREAS, the Regional Superintendent of Schools is preparing for a State audit and must independently prepare financial statements for the audit; and,

WHEREAS, such event requires a transfer of money from various lines to assist the preparation of such statements as more work is required than was initially apparent; and

WHEREAS, the budget therefore needs to be amended by transferring from the supply line to contractual/professional services line and this was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermillion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget by line item transfer for fiscal year 2018-2019 as set out below:

FROM:		
001.420.00.04210	Supplies	\$770.82
TO:		
001.420.00.04361	Contractual/Professional	\$770.82

And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermillion County, Illinois at the October 8, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 8th day of October 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermillion County Board

ATTEST:

Clerk of the County Board

Page 2
Budget Amendment – Regional Office of Education

APPROVED BY Health and Education:

Kevin Green Y N A
Committee Chairperson

Chuck Nesbit Y N A

Charles Mockbee Y N A

Daniel Wright Y N A

Marla Mackiewicz Y N A

Phearn Butler Y N A

Robert J. Watson Y N A Abstain

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE COURT ADMINISTRATION - JUDICIAL**

WHEREAS, Court Administration - Judicial is in need of additional funds for court appointed conflict counsel to represent those individuals the Public Defender cannot represent due to professional ethical rules, typically in multiple defendant cases, and the increase is due primarily to charges involving felony murder cases, and these are expenses for the remainder of 2019 budget year; and

WHEREAS, such change is required to adhere to State and Federal legal requirements; and

WHEREAS, this requires an out of category line item transfer of funds in the amount of \$15,000.00; and,

WHEREAS, the budget therefore needs to be amended to recognize this transfer accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to transfer funds for the Judicial and Rules budget for fiscal year 2018-2019 as set out below:

FROM:	TO:
001.240.00.4101 Salary-Personnel	001.240.00.4271 Contractual/Legal \$15,000.00

And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the October 8, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 8th day of October 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Page 2
Budget Amendment – Judicial

APPROVED BY Finance Personnel:

Steve Fourez **Y N A**
Committee Chairperson

Wesley Blertitz **Y N A**

Robert Boyd **Y N A**

Breannah Haton **Y N A**

Becky Stark **Y N A**

Bruce Stark **Y N A**

Adam Hart **Y N A**

Request for Transfer
Fiscal Budget
2018 - 2019

Dept: Judicial & Rules

Date: 9 - 27 - 19

From: _____ **To:** _____

Line Item	Description	Line Item	Description	Amount
001 - 240 - 00 - 4101	Salary-Personnel	001 - 240 - 00 - 4271	Contractual/Legal	\$ 15,000.00
- - - -		- - - -		\$
- - - -		- - - -		\$
- - - -		- - - -		\$
- - - -		- - - -		\$
- - - -		- - - -		\$
- - - -		- - - -		\$
- - - -		- - - -		\$

NARRATIVE:

The Judiciary is requesting a line item transfer to Contractual/Legal Fees to cover legal fees of court appointed counsel defending primarily persons charged with felony murders. The number of appointments exceeded that which was anticipated for the fiscal year.

[Signature]
[Signature]
 Department Head: Cindy Santalick

Approved By:

Committee

Chairman _____

Finance Committee

Chairman _____

Date: _____

Date: _____

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE COUNTY BUILDINGS AND GROUNDS DEPARTMENT**

WHEREAS, the County Buildings and Grounds Department is in need of additional funds for electricity, gas, and water, and these are expenses for the remainder of 2019 budget year, carried over from the 2017-2018 budget; and

WHEREAS, such change is required to facilitate payment; and

WHEREAS, the budget therefore needs to be amended accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermillion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2018-2019 as set out below:

001.610.61.4315	Electricity/Gas	\$30,000.00
001.610.61.4316	Water	\$5,000.00
001.610.62.4316	Water	\$2,500.00
001.610.63.4316	Water	\$1,500.00
001.610.66.4315	Electricity /Gas	\$2,500.00
001.610.66.4316	Water	\$800.00

And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermillion County, Illinois at the October 8, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 8th day of October 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermillion County Board

ATTEST:

Clerk of the County Board

Budget Amendment – Buildings and Grounds

APPROVED BY Property Committee:

Wesley Bieritz Y N A
Committee Chairperson

Joe Eakle Y N A

Adam Hart Y N A

Greg Thatcher Y N A

Dan Wright Y N A

Mitch Weaver Y N A

Diana Frazier-Brenneman Y N A

**Request for Amendment
Fiscal Budget
2018 - 2019**

Dept: Building & Grounds

Date: 09-16-2019

Account Number	Account Description	Original Appr.	Additional	To Read
001.610.61.4315	Electricity/Gas	\$ 95,000	\$ 30,000	125,000
001.610.61.4316	Water	\$ 15,000	\$ 5,000	20,000
001.610.62.4316	Water	\$ 10,000	\$ 2,500	12,500
001.610.63.4316	Water	\$ 6,000	\$ 1,500	7,500
001.610.66.4315	Electricity/Gas	\$ 15,000	\$ 2,500	17,500
001.610.66.4316	Water	\$ 2,500	\$ 800	3,300
		\$	\$	
		\$	\$	

Narrative:

Additional funds requested due to reconcillation of 2017-2018 amounts that were unpaid carried over into 2018-2019 budget



Department Head: _____

Approved By:

 Committee

 Chairman

Finance Committee

 Chairman

Dated: _____

Dated: _____

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE SHERIFF'S DEPARTMENT**

WHEREAS, the Sheriff's Department wishes to deposit their Community Service funds (funds received from community events for provision of security and traffic control) into their payroll line; and

WHEREAS, to recognize such funds for payroll use a budget amendment is required; and

WHEREAS, the budget therefore needs to be amended accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermillion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2018-2019 as set out below:

001.310.00.4101	Salary Personnel	\$24,748.00
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And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermillion County, Illinois at the October 8, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 8th day of October 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermillion County Board

ATTEST:

Clerk of the County Board

Page 2
Budget Amendment – Sheriff's Department

APPROVED BY Public Safety:

Charles Nesbitt Y N A
Committee Chairperson

Natalie Duncan Y N A
Craig Golden Y N A
Tom Morse Y N A
Becky Stark Y N A
Nancy O'Kane Y N A
Bruce Stark Y N A

APPROVED BY Finance Personnel:

Steve Fourez Y N A
Committee Chairperson

Wesley Bieritz Y N A
Robert Boyd Y N A
Breannah Haton Y N A
Becky Stark Y N A
Bruce Stark Y N A
Adam Hart Y N A

**Request for Amendment
Fiscal Budget
2018 - 2019**

Dept: Sheriff's

Date: 9-11-19

Account Number	Account Description	Original Appr.	Additional	To Read
001.310.00.4101	Salary Personnel	\$ 2,754,218	\$ 24,748	2,778,966
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:
Community Service funds to be deposited into payroll line.



Department Head: W. Patrick Hurlbourn

Approved By:

_____ Committee
Chairman

Finance Committee

_____ Chairman

Dated: _____

Dated: _____

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE COUNTY CLERK**

WHEREAS, is requesting additional funds for personnel costs in the Vital Records Department for the remainder of 2019 budget year; and

WHEREAS, such change to meet payroll; and

WHEREAS, this requires an infusion of additional funds in the amount of \$8,000.00; and,

WHEREAS, the budget therefore needs to be amended accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermillion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2018-2019 as set out below:

015.511.00.4101	Vital Records Personnel	\$8,000.00
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And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermillion County, Illinois at the October 8, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 8th day of October 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermillion County Board

ATTEST:

Clerk of the County Board

**Request for Amendment
Fiscal Budget
2018 - 2019**

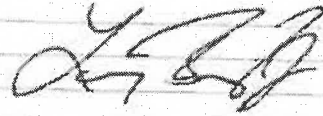
Dept: 510 - County Clerk

Date: 9/11/19

Account Number	Account Description	Original Appr.	Additional	To Read
<u>015.511.00.410</u>	<u>Vital Records Personnel</u>	\$ 10,000	\$ 8,000	18,000.00
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	

Narrative:

This is to cover the remainder of the budget year for our vital records staff.



Department Head: Undrayusht

Approved By:

Committee

Finance Committee

Chairman

Chairman

Dated: _____

Dated: _____

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE HIGHWAY DEPARTMENT**

WHEREAS, the Highway Department is performing a drainage repair in McKendree Township and there are unexpected expenses, and these are expenses for the remainder of 2019 budget year; and

WHEREAS, such change is required to fund the project; and

WHEREAS, this requires an infusion of additional funds in the amount of \$200,000.00; and,

WHEREAS, the budget therefore needs to be amended accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2018-2019 as set out below:

062.850.00.4343	Construction & Engineering	\$200,000.00
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And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the October 8, 2019 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 8th day of October 2019 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

