

COLES COUNTY BOARD

Regular Meeting

March 10, 2015

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

Following the Pledge to the Flag, the Invocation was given by Nancy Purdy.

Motion was made by Daily, seconded by Weber to approve the February 10, 2015 County Board minutes.

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

APPOINTMENT TO THE COUNTY FLOOD PLAN OFFICER

Appointment was made by Metzger to appoint Cliff Shaw as the County Flood Plan Officer with the consent of the Coles County Board.

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

**RESOLUTION TO ENTER INTO LEASE AGREEMENT
WITH BRANKEY & SMITH**

(For a copy of the resolution see pages 2787-2795)

Upon motion by Purdy, seconded by Marvin.

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

**RES: ESTABLISHING THE DIVISION OF COLES COUNTY INTO
FOUR ASSESSMENT DISTRICTS**

(For a copy of the resolution see pages 2796-2797)

Upon motion by Sanders, seconded by Daily

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

RES: AMEND 2015 BUDGET - BULLET PROOF VEST

(For a copy of the resolution see page 2798)

Upon motion by Weber, seconded by Marvin

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

RES: AMEND 2015 BUDGET - DEATH CERTIFICATE SURCHARGE

(For a copy of the resolution see page 2799)

Upon motion by Weber, seconded by Marvin

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

RESOLUTION RE: JUROR FEES

(For a copy of the resolution see page 2800)

Upon motion by Marvin, seconded by Weber

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

AMEND RESOLUTION RE: CIRCUIT CLERK FEES

(For a copy of the resolution see page 2801)

Upon motion by Marvin, seconded by Weber

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,

Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

RESOLUTION RE: ADDENDUM TO SHERIFF'S DEPARTMENT'S TOW POLICY

Motion was made by Osborne, seconded by Zuhone to table the resolution.

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

RES: PARTICIPATE IN STATE OF ILLINOIS LESO PROGRAM

(For a copy of the resolution see page 2802)

Upon motion by Marvin, seconded by Weber

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

Upon motion by Osborne, seconded by Sanders

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

APPOINTMENTS

1. Two appointments to the Lincoln Fire Protection District.

ADJOURNMENT

Upon motion by Marvin, seconded by Weber the Coles County Board was adjourned at 7:35 p.m..

AYES: Bell, Daily, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)
NAYS: None (0)
ABSENT: Degler (1)

ATTEST:

_____ County Clerk

State of Illinois)
)ss.
County of Coles)

**RESOLUTION TO ENTER INTO LEASE AGREEMENT
WITH BRANKEY & SMITH**

WHEREAS, the Building & Grounds received a request from the Judges of Coles County to lease additional office space for the Public Defender's Office; and

WHEREAS, the members of the Building & Grounds Committee toured buildings around the Courthouse Square; and

WHEREAS, after gathering information regarding leasing expenses for three office buildings, the Building & Grounds Committee voted to forward a resolution to the County Board to enter into a lease agreement with Brankey & Smith, attached hereto and incorporated herein.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois, to authorize the Chairman of the County Board to enter into the attached lease with Brankey & Smith.

DATED this ___ day of _____, 2015.

ATTEST:

County Clerk

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COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this _____ day of _____.

BETWEEN:

First Mid Illinois Bank and Trust Land Trust #96098
(the "Landlord")

-AND-

County of Coles, State of Illinois
(The "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Building" means all buildings, improvements, property and facilities from the time to time located at 622 Jackson Ave., Charleston, IL 61920 as shown on Exhibit A. Exhibit A is not drawn to exact scale.
 - b. "Common Areas" means upstairs and downstairs waiting rooms, upstairs and downstairs conference rooms, upstairs and downstairs bathrooms, upstairs and downstairs secretarial work stations and secretarial work areas, (but only to the extent not occupied by the pre-existing tenant law firm) and upstairs and downstairs kitchenettes. Specifically excluded from "common areas" is Brankey and Smith's upstairs and downstairs file rooms.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Lease Premises

3. The Landlord agrees to rent to the Tenant office space located at 622 Jackson Avenue, Charleston, IL 61920, (the "Premises") will be used for only the following permitted use (the "Permitted Use"): the practice of law.

Neither the Premises nor any part of the Premises will be used at any time during the term of the Lease by Tenant for any purpose other than the Permitted Use. The rental of office space entitles Tenant to reasonable use of common areas.

4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises.

Term

5. The term of the Lease commences at 12:00 noon on March 1, 2015 and ends at 12:00 noon on March 31, 2020. At least 60 days prior to expiration this lease can be renewed or extended on terms agreeable to the parties. The parties contemplate the possibility of a one or two year extension.
6. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of the Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

7. Gross rent shall be as follows:
 - a. \$1,500.00 per month (for offices #2 and #3 as shown on Exhibit A) for the months of April and May of 2015;
 - b. \$3,000.00 per month (for offices #2, #3, #7 and #8 as shown on Exhibit A) for the months of June 2015 through the end of the lease term in March,

2020.

- c. At anytime during the term of this Lease the Tenant has the option to add a fifth office for an additional monthly rent of \$750.00.
 - d. The rental of office space entitles tenant to reasonable and liberal use of all common areas.
8. The Tenant will pay the Base Rent on or before the first of each and every month of the term of this Lease to the Landlord at 622 Jackson Avenue, Charleston, IL 61920, or at such other place as the Landlord may later designate.
9. The Tenant covenants that the Tenant will carry on and conduct its business from time to time in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

10. The Landlord covenants that on paying the Base Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Overholding

11. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law. Said month-to-month tenancy is terminable upon either party giving 30 days notice to the other party.

Landlord Chattels

12. The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels:
- a. basic office furnishings and furniture as agreed by and between the parties.

Utilities and Other Costs

13. The Landlord is responsible for the payment of the following utilities and other charges in

relation to the Premises: electricity, natural gas, water, sewer, trash and monitored security/fire detection.

14. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: Internet and cable relating to tenants use of same. Landlord will provide Tenant with telephone key system and ethernet plugin for all rented offices. Tenant is responsible for all monthly charges, toll charges, and any initial charges associated with activation and use of tenant's telephone service and internet service.

Insurance

15. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
16. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
17. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building, and the Tenant assumes no liability for any such loss.

Governing Law

18. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

19. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Illinois (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

20. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Care and Use of Premises

21. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Landlord.
22. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of others on the Premises.
23. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
24. Both Landlord and Tenant agree that the parties will use reasonable care and due diligence to prevent the employees and clients of both the Landlord and the Tenant from any improper access to the files and confidential materials of the other party.

Surrender of Premises

25. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear excepted.

General Provisions

26. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
27. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
28. Notices under this Lease shall be provided as follows:

To: Landlord: Edward W. Brankey
Rodney L. Smith
622 Jackson Avenue
Charleston, IL 61920

To Tenant: Chairman
Coles County Board
651 Jackson Avenue
Room 326
Charleston, IL 61920

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures on this ___
day of _____, _____.

First Mid Illinois Land Trust #96098 (Landlord)

By: _____
Trust Officer
First Mid Illinois Bank and Trust

County of Coles, State of Illinois (Tenant)

By: _____

Exhibit A - First Floor

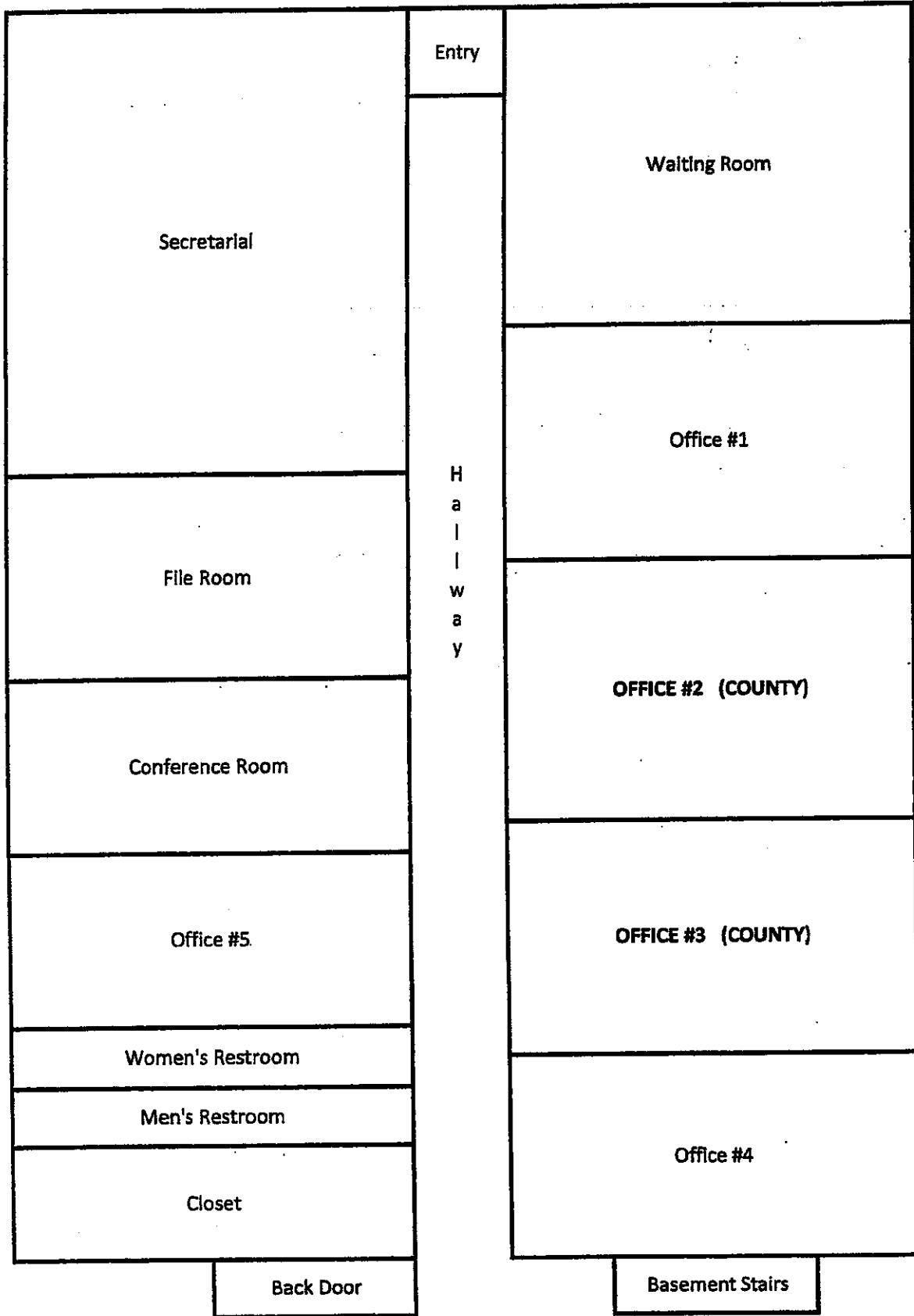
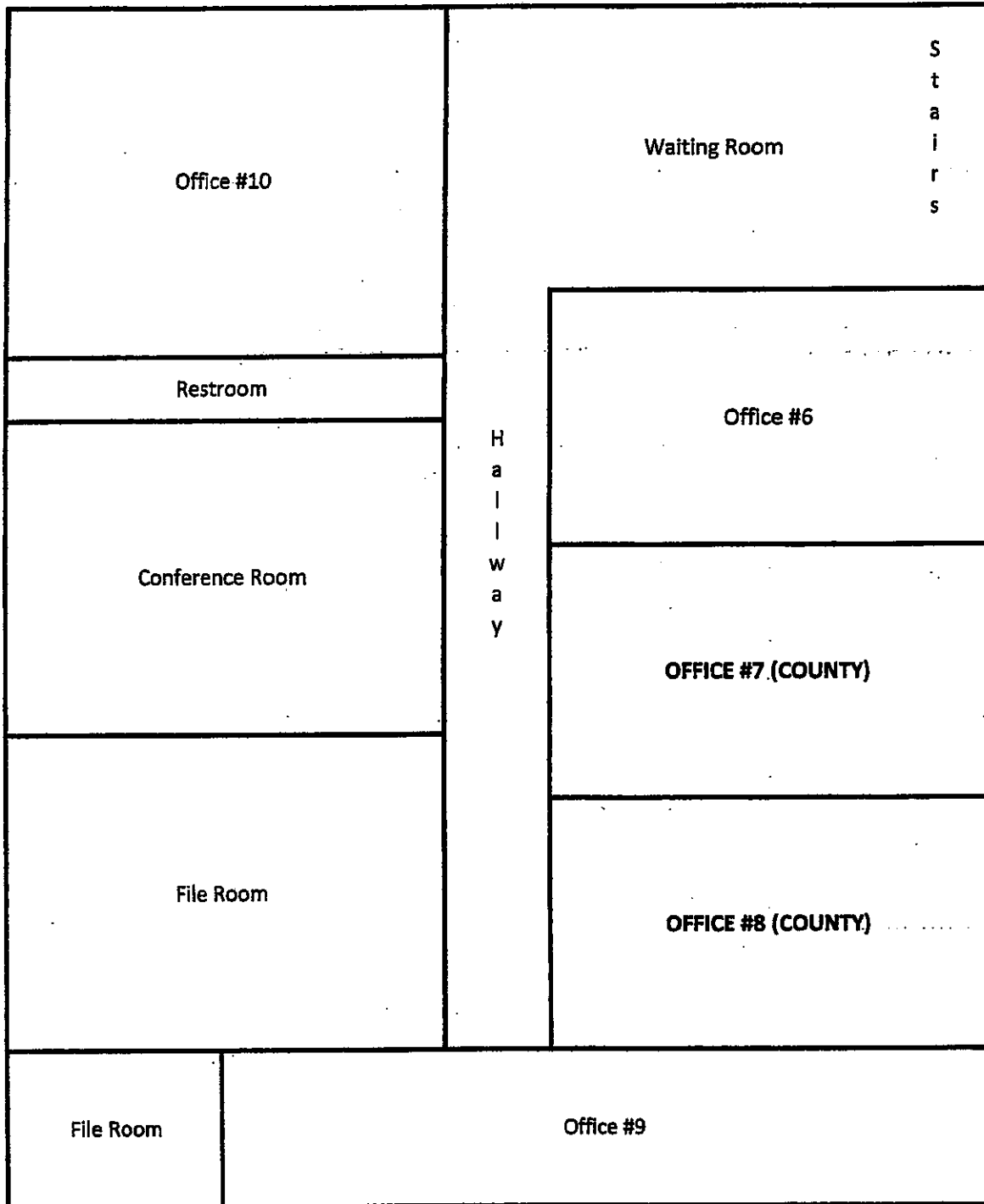


Exhibit A - Second Floor



State of Illinois)
)ss.
County of Coles)

**RESOLUTION ESTABLISHING THE DIVISION OF COLES COUNTY INTO
FOUR ASSESSMENT DISTRICTS**

WHEREAS, pursuant to 35 ILCS 200/12-10, the Supervisor of Assessments of each county is required to assess the value of each property listed for taxation as of January 1st of that, in the general assessment year, and to publish notice of all assessments in a newspaper or newspapers published in the county; and

WHEREAS, pursuant to 35 ILCS 200/9-225, the county board of any county may authorize the assessing of the property in the county into four (4) equal parts, each assessment district to be established following township lines, and with assessment as required by 55 ILCS 200/9-155 to be completed for Assessment District 1 in 2016, Assessment District 2 in 2017, Assessment District 3 in 2018, and Assessment District 4 in 2019; and

WHEREAS, the Coles County Supervisor of Assessments has requested the County Board's approval and authorization to divide Coles County into four (4) assessment districts pursuant to the authority granted in 35 ILCS 200/9-225.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois, that pursuant to 35 ILCS 200/9-225, the division of Coles County into four (4) assessment districts is approved as follows:

**ASSESSMENT DISTRICT 1 - to be assessed in 2016 and every 4th year thereafter -
Mattoon Township
Total parcels - approximately 7,568**

**ASSESSMENT DISTRICT 2 - to be assessed in 2017 and every 4th year thereafter -
Charleston Township
Total parcels - approximately 7,142**

**ASSESSMENT DISTRICT 3 - to be assessed in 2018 and every 4th year thereafter -
Lafayette Township
North Okaw Township
Humboldt Township
Paradise Township
Total parcels - approximately 5,352**

ASSESSMENT DISTRICT 4 - to be assessed in 2019 and every 4th year thereafter -

Ashmore Township

East Oakland Township

Hutton Township

Pleasant Grove Township

Seven Hickory Township

Morgan Township

Total parcels - approximately 6,004

Adopted this ____ day of _____, 2015.

Stan Metzger, Chairman
Coles County Board

ATTEST:

Sue Rennels, County Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMEND BUDGET

WHEREAS, the Sheriff's Office has received a grant in the amount of \$3,516 for the purchase of bullet proof vests; and

WHEREAS, this grant was not included in this year's budget; and

WHEREAS, the Finance Committee voted to forward a resolution to the County Board amending this year's budget to include this grant.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the FY2015 budget as follows:

REVENUE:		
Bullet Proof Vest Grant	01-4202-00	\$3,516.00
EXPENSES:		
Bullet Proof Vest Grant expenses	01-7202-09	\$3,516.00

DATED this ___ day of _____, 2015.

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION TO AMEND BUDGET

WHEREAS, the Coles County Coroner's Office received a grant in the amount of \$4,320 from the Death Certificate surcharge in FY 2014; and

WHEREAS, this grant was not used in FY 2014; and

WHEREAS, these funds will be used in FY 2015 and was not included in FY 2015 budget; and

WHEREAS, the Finance Committee voted to forward a resolution to the County Board amending this year's budget to include a line item for expenditures of these funds.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the FY 2015 budget as follows:

EXPENSES:

Death Certificate Surcharge Grant expenses new line item \$4,320

DATED this _____ day of _____, 2015.

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: JUROR FEES

WHEREAS, Public Act 098-1132 establishes the pay for grand and petit jurors for their services in attending courts the sums of \$25 for the first day and thereafter \$50 per day; and

WHEREAS, Public Act 098-1132 states that all jury cases in civil court shall be tried by a jury of six (6) unless alternate jurors are requested; and

WHEREAS, Public Act 098-1132 allows the county to charge an additional fee for each additional juror; and

WHEREAS, Public Act 098-1132 becomes effective June 1, 2015; and

WHEREAS, the Finance Committee voted to forward a resolution to set a fee for each additional juror at \$225.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to set a fee for each additional juror requested in civil cases of \$225 effective June 1, 2015.

DATED this ___ day of _____, 2015.

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

AMEND RESOLUTION RE: CIRCUIT CLERK FEES

WHEREAS, the County Board established fees for the Office of the Circuit Clerk on September 9, 2003; and

WHEREAS, the fees for jury demands in civil cases ~~was set~~ at \$100.00; and

WHEREAS, the Clerk of Court Act, 705 ILCS 105/27, was amended to increase the jury demand fees the sum of a minimum of \$192.50 and a maximum of \$212.50; and

WHEREAS, the Finance Committee received a request to increase the above stated fees to comply with the amended Clerk of Court Act.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois, to amend the Resolution re: Circuit Clerk Fees for jury demand fees to \$210 effective April 1, 2015.

Dated this ___ day of _____, 2015.

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

**RESOLUTION TO PARTICIPATE IN THE
STATE OF ILLINOIS LESO PROGRAM**

WHEREAS, the Coles County Sheriff's Department has limited fiscal resources available for the procurement of equipment in support of law enforcement; and

WHEREAS, the State of Illinois LESO Program under US Department of Defense regulations allows a variety of controlled US Government property to be loaned to member law enforcement agencies upon program enrollment and yearly dues payment in accordance with current fee schedule set by the State of Illinois; available equipment may include tactical equipment and vehicles, weapons, service vehicles, construction equipment, tools and other commodities to assist law enforcement efforts; and

WHEREAS, the Coles County Sheriff's Department agrees to the terms and conditions as set forth in the current State Plan of Operation: items on loan from the government thru the LESO Program are for law enforcement use only by active LESO Program participants, with disposal of items to occur in accordance with US Dept. of Defense regulations for demilitarization of LESO property, as explained in the State Plan of Operation;

THEREFORE BE IT RESOLVED that the County Board of Coles County, Illinois, does hereby consent and decree that the Coles County Sheriff's Department is authorized to participate in the State of Illinois LESO Program as administered by the US Department of Defense/Defense Logistics Agency and procure items at the discretion of the Coles County Sheriff.

DATED this ___ day of _____, 2015.

ATTEST:

_____ Clerk