

**Property Committee Meeting
Monday November 20, 2017
5:00 P.M., Courthouse Annex, 3rd floor conference room**

AGENDA

1. Call to Order and Roll Call
2. Adoption/Amendments to Agenda
3. Approval of Minutes – August 21, 2017
4. Audience Comments
5. Resolution: Health Department-Parking Agreement Lease
6. Executive Session:
 - A. Pursuant to 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.
 - B. 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.
 - C. Pursuant to 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.
7. Items of Information and Committee Concerns
8. Adjournment

Property Committee Meeting
August 21, 2017
Courthouse Annex, Room 319, 5:00 PM

MINUTES

Agenda Item 1 - Call to Order and Roll Call

Committee Vice-Chairman Adam Hart called the meeting to order at 5:00 p.m. Upon the call of roll, the following members were present: Adam Hart, John Criswell, Frank Hoskins, Bruce Stark, and Mitch Weaver. Wesley Bieritz and Joe Eakle were absent and excused. 5 present, 2 absent

Also present were: Bill Donahue- Assistant State's Attorney; Doug Toole- Health Dept. Administrator, Brad Johnson- Building and Grounds, and Jennifer Jenkins, Administrative Assistant.

Agenda Item 2 - Adoption/Amendment to the Agenda

A motion was made by Stark, second by Criswell, to adopt the agenda as presented. Motion was carried by acclamation.

Agenda Item 3 – Approval of Minutes- February 21, 2017

A motion was made by Weaver, second by Criswell, to approve the February 21, 2017 minutes. Motion was carried by acclamation.

Agenda Item 4 - Audience Comments

None

Agenda Item 5 – Budget-Building & Grounds

Jennifer Jenkins presented the B&G budget for the upcoming fiscal year. Additional documentation was provided to the committee to show the past expenditures, etc. Committee Vice Chairman Hart requested a motion to adopt the budget. Motion by Weaver, second by Criswell. Upon the call of roll, the following members voted yes, to-wit: Hart, Criswell, Hoskins, Stark, and Weaver. 5 yes, 2 absent.

Agenda Item 6- Budget- Capital Improvements

Jennifer Jenkins presented the Capital Improvements budget to the committee. The current expenditures were handed out the committee for review and discussion. The 5 year plan, including the improvements of the upcoming Federal Courthouse building was discussed. Brad Johnson discussed the heating & air conditioning systems at the Federal building. He explained that there are a total of 56 units at this building. Until we have full access to this building and allow these units to run, we do not know the condition that they are in. Motion by Weaver, second by Criswell to approve the Capital Improvements budget. Upon the call of roll, the following members voted yes, to-wit: Hart, Criswell, Hoskins, Stark, and Weaver. 5 yes, 2 absent.

Agenda Item 7- Items of Information and Committee Concerns

Hart shared that he would like to do a field trip day. Of course the Federal Courthouse is of interest but also any other buildings that the committee members would like to visit. If the committee members are interested they can contact the County Board office and this can be arranged.

Agenda Item 8- Executive Session

Not necessary.

Agenda Item 9 – Adjournment

Hart adjourned the meeting at 5:37.

Minutes by: Jennifer Jenkins, Administrative Assistant

R E S O L U T I O N

RE: Parking Agreement Lease

WHEREAS, the County Board of Vermilion County, Illinois has available surplus space for parking at the Health Department Building; and,

WHEREAS, Vermilion Produce is in need of parking areas and is willing to pay rent for such lots; and,

WHEREAS, such an arrangement would assist in maintenance costs for the lost and be of use to the County while not interfering with any county operations.

NOW, THEREFORE BE IT RESOLVED by the County Board of Vermilion County, Illinois, that the County lease space to Vermilion Produce as set out in the agreement attached hereto.

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the December 12, 2017 A.D. Session.

DATED this 12th day of December 2017 A.D.

AYE _____ NAY _____ ABSTAIN _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Approved by Property Committee: Wesley Bieritz Y N A
Chairman

Adam Hart Y N A

Bruce Stark Y N A

John Criswell Y N A

Mitch Weaver Y N A

Frank Hoskins Y N A

Joe Eakle Y N A

Resolution

No. _____

PARKING LEASE AGREEMENT

This lease agreement is between Vermilion County, a body politic, (County) 6 N. Vermilion Street Danville Illinois 61832 and Vermilion Valley Produce Company Inc. (Vermilion Valley) 310 South Street, Danville, Illinois 61832.

The County owns the parking lot at 200 College Street and agrees to lease fifty (50) parking spots to Vermilion Valley for the use of their employees for \$2,284.50 dollars per year as rental for said spaces. Such parking spots will be marked and identified as being leased for Vermilion Valley.

NOW THEREFORE in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties hereto, the County and Vermilion Valley agree as follows:

1. Parking location: The portion of the parking lot at 200 College Street will be marked the use of a painted "V" to indicate it is a rental spot for the use of Vermilion Valley. The location is as indicated on exhibit "A" attached hereto and incorporated herein by reference.
2. The term of this lease shall be for one year beginning on _____, 2017 and ending _____, 2018. This contract may be renewed annually upon written agreement of the parties.
3. The County shall not be responsible for loss or damage items left in the car or vehicle of Vermilion Valley employees or for damage to the car or vehicle whether or not such damage is caused by other vehicles or persons in the lot or the surrounding area.
4. There shall be no assignment of this contract lease without the County's written consent.
5. If Vermilion Valley defaults in the payment of the lease as stated or in any other agreement or condition contained in this contract lease, then County shall provide a written notice of such default and Vermilion Valley shall have ten (10) business days from the date of the notice to cure such default. If the default is not cured with five business days or in such time

as may be agreed upon by the parties in writing, then the County may at its option terminate the lease and bar entry to the lot by Vermilion Valley.

6. All notices shall be in writing and either delivered in person or by United States mail in a sealed envelope with correct postage prepaid and sent to the parties and their addresses as listed in this agreement below.
7. Vermilion Valley shall provide to the County a copy of general liability insurance in the amount of \$1,000,000 for injuries to any one person and \$100,000 for property damage. Proof of workman's compensation liability coverage shall be provided to the County. Vermilion Valley shall deliver certificates of such insurance to the County prior to occupying the parking areas described under this lease as described below.
8. The employees will be solely responsible for their vehicles or any damage. To the fullest extent permitted by law, Vermilion Valley shall defend, hold harmless, and indemnify the County, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) arising in whole or in part, relating to or resulting from Vermilion Valley's (including Vermilion Valley's employees, agents, officers, directors, subcontractors for Vermilion Valley and anyone directly or indirectly employed by Vermilion Valley or anyone for whose acts Vermilion Valley may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct, (c) use of the County lot. Any insurance policies required to be maintained pursuant to the Contract Lease shall in no way limit the extent of Vermilion Valley's responsibility to indemnify as herein provided. The terms of this indemnity as to any claim occurring during the term of the lease shall survive the suspension, expiration or termination of this lease. Additionally, the County of Vermilion shall be named an additional insured on a policy covering any property or physical injury by employees or users of the parking areas provided for in this lease. Vermilion Valley shall furnish the County with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County

reserves the right to request full certified copies of the insurance policies and endorsements.

9. Notwithstanding any other term of this Lease to the contrary, (and in addition to the Parties' other rights herein to terminate this Lease or elect not to exercise any Renewal Options), either party may terminate this agreement by providing thirty (30) days written notice to the other party.
10. The designated parking spaces marked "V" shall be available for use by Vermillion Valley employees, affiliates, consultants, guests, and invitees 24 hours a day, seven (7) days a week during the lease term.
11. The County will maintain the parking area in the same fashion as it does currently for County employees who share the lot and will provide snow removal during business hours and work days.
12. Each employee of Vermillion Valley shall acknowledge that the County is not liable or responsible for any loss, damage or injury to person or car while parked at the lot described herein.

Agreed:

Michael T. Marron
Vermillion County Chairman

Vermillion Valley Produce

DATED:
