

FINANCE COMMITTEE MINUTES

DATE OF MEETING: December 17, 2018 at 5:34 p.m. County Building

MEMBERS PRESENT: Camille Redman – Chair, Lance Reece, Terry Ferguson, David Newberg, and Melonie Tilley. Also, present Dee Rentmeister, County Administrator.

MEMBERS ABSENT: None

SUMMARY OF DISCUSSION:

- Motion by Newberg, 2nd by Ferguson to approve last months' minutes. Voice vote, motion carried.
- Motion by Ferguson, 2nd by Tilley to recommend to the full board to adopt the amended circuit clerk fee schedule. Voice vote, motion carried.
- Discussion on building lease agreement with Paramedic Services of IL. Motion by Newberg, 2nd by Tilley to recommend to the full board to extend the building lease with Paramedic Services of IL for one year with the same terms. Voice vote, motion carried.
- Travel request for the county clerk to attend annual training in January. Motion by Tilley, 2nd by Ferguson to approve travel request. Voice vote, motion carried.
- Motion by Tilley, 2nd by Reece to approve all claims. Voice vote, motion carried.
- Dana Smith, County Clerk, discussed with the committee the need to purchase new voting machines. Cost is approximately \$200,000. This purchase is budgeted for. Dana indicated that she would like to have them for the April 19th election. Motion by Tilley, 2nd by Ferguson to recommend to the full board to purchase new voting machines. Voice vote, motion carried.
- Ferguson discussed with the committee about the possible need to transfer money to pay for legal representation during the special use hearings related to the wind farm. At this time, it is unknown what the cost may be.
- Discussion on meeting time. Will meet at 5 p.m. on Monday before the county board meeting unless it falls on a holiday; then will meet on Tuesday before the county board meeting at 6 p.m.
- Motion by Tilley, 2nd by Reece to adjourn at 6:20 p.m. Voice vote, motion carried.

COMMITTEE ACTION:

Approve last months' minutes.

Recommend to the full board to adopt the amended circuit clerk fee schedule.

Recommend to the full board to extend the building lease with Paramedic Services of IL for one year with the same terms.

Approve travel request for County Clerk in January.

Approve all claims.

Recommend to the full board to purchase new voting machines.

RECOMMENDATIONS TO THE FULL BOARD:

Recommend to the full board to adopt the amended circuit clerk fee schedule.

Recommend to the full board to extend the building lease with Paramedic Services of IL for one year with the same terms.

Recommend to the full board to purchase new voting machines.

DATE OF NEXT MEETING: January 22, 2019 at 6:00 p.m.

AGENDA
FINANCE COMMITTEE

Date and Time of Meeting: December 17, 2018 at 5:30 p.m. County Building

1. Call Meeting to Order
2. Persons Wishing to Address the Committee (If requesting action, also list below in section three)
 - a.
3. Items for Discussion and Possible Action
 - a. Approve last month's minutes
 - b. Approve claims
 - c. Adopt resolution revising Circuit Clerk fee schedule
 - d. Building lease agreement with PSI
 - e. Travel request – County Clerk
 - f. Purchase voting machine
 - g.
4. Items for Discussion Only (No Action Requested)
 - a.
5. Executive Session
 - a.
6. Motion to adjourn

Posted: December 12, 2018 at 3:35 p.m.

By: Dee Rentmeister

2018 PUBLIC DEFENDER
TOTALS

2018							
YEAR START		220	313	52	51	159	51
OPEN							
		<u>Clients</u>	<u>Cases</u>	<u>CF / MR</u>	<u>CM</u>	<u>TR / DT</u>	<u>JA / JD / J</u>
JANUARY		36	50	9	7	27	7
FEBRUARY		21	29	7	3	17	2
MARCH		40	47	16	7	16	8
APRIL		28	32	5	9	11	7
MAY		33	42	11	8	21	2
JUNE		35	41	8	11	18	4
JULY		27	34	11	3	16	4
AUGUST		51	59	15	19	25	0
SEPTEMBER		37	42	11	8	22	1
OCTOBER		40	51	8	11	30	2
NOVEMBER		28	37	12	7	18	0
DECEMBER							
	YEAR TOTAL	376	464	113	93	221	37
CLOSED							
		<u>Clients</u>	<u>Cases</u>	<u>CF / MR</u>	<u>CM</u>	<u>TR / DT</u>	<u>JA / JD / J</u>
JANUARY		58	79	10	20	38	11
FEBRUARY		29	39	8	9	13	9
MARCH		18	25	5	4	13	3
APRIL		28	32	7	6	12	7
MAY		26	36	11	7	14	4
JUNE		20	23	3	3	11	6
JULY		28	39	5	5	25	4
AUGUST		33	40	10	6	18	6
SEPTEMBER		27	46	9	4	30	3
OCTOBER		52	63	17	15	29	2
NOVEMBER		17	19	7	4	5	3
DECEMBER							
	YEAR TOTAL	336	441	92	83	208	58

Resolution No. _____

**RESOLUTION FOR THE PASSING
OF
AMENDED CIRCUIT CLERK FEE SCHEDULE**

(County of DeWitt
(STATE OF ILLINOIS

WHEREAS, the Clerk of the Courts Act, 705 ILCS 105/0.01 et seq. imposes various fees that are subject to change by the Illinois Legislature; and

WHEREAS, the Illinois Legislature routinely changes the amounts Circuit Clerks are to charge for various filings and cases; and

WHEREAS, the Illinois Supreme Court has mandated the use of electronic filing by order M.R. 18368; and

WHEREAS, the Circuit Clerk is now required to impose a fee schedule reflecting the use of e-filing; and

WHEREAS, the Circuit Clerk has submitted an attachment outlining what fees shall be charged for specific cases and filings; and

WHEREAS, the County Board of DeWitt County desires the public to be aware of changes in court costs as reflected in the DeWitt County Code of Ordinances.

NOW BE IT DECLARED that the County Board of DeWitt County Illinois enacts the fees attached to this resolution and amends Chapter 33 of the DeWitt County Code of Ordinances to reflect the updated fees contained within the attachment.

NOW BE IT ALSO DECLARED that the publishing company contracted by the County of DeWitt shall number the above ordinance or ordinances as appropriate during the annual publication of the DeWitt County Code of Ordinances. Until such time this ordinance shall be maintained by the County Clerk and be available for inspection or copying with the current publication of the DeWitt County Code of Ordinances, and shall be referred to as the "Circuit Clerk Fee Schedule" until a number is assigned. This change to the current ordinance/ordinances shall take effect immediately.

Pursuant to a roll-call vote of _____ ayes and _____ nays, such vote being a majority of the members of the DeWitt County Board in attendance and such vote having the required majority of members in attendance voting in favor, this resolution is hereby passed on this _____ day of _____, 2018.

_____ Ritter	_____ Wickenhauser	_____ Ferguson	_____ Reece
_____ Newberg	_____ Perring	_____ Pruser	_____ Redman
_____ Rogers	_____ Nimmo	_____ Tilley	_____ Whitted

County Board Chairman _____
David Newberg

Subscribed and sworn to me this _____ day of _____, 20____

County Clerk: _____

DEWITT COUNTY CIRCUIT CLERK
RESOLUTION OF FILING FEES SCHEDULE
September 1, 2018

AD – ADOPTIONS:

Filing Fee \$65

CH – CHANCERY:

FORECLOSURE TIER 1

(175 or more)

Clerk Fee \$126
 Law Library \$13
 Automated Records \$20
 Security \$25
 Document Storage \$20
 Court Fee \$5
 Foreclosure Prevention \$50
 Abandoned Res Prop \$357.14
 FPP Graduated Fund \$142.86
 Access to Justice \$2
 Foreclosure Mediation ----
 E-business \$9

FORECLOSURE TIER 2

(50-174)

Clerk Fee \$121
 Law Library \$13
 Automated Records \$20
 Security \$25
 Document Storage \$20
 Court Fee \$5
 Foreclosure Prevention \$50
 Abandoned Res Prop \$178.57
 FPP Graduated Fund \$71.43
 Access to Justice \$2
 Foreclosure Mediation ----
 E-business \$9

TOTAL \$770

TOTAL \$515

FORECLOSURE TIER 3

(49 or less)

Clerk Fee \$117
 Law Library \$13
 Automated Records \$20
 Security \$25
 Document Storage \$20
 Court Fee \$5
 Foreclosure Prevention \$50
 Abandoned Res Prop \$35.71
 FPP Graduated Fund \$14.29
 Access to Justice \$2
 Foreclosure Mediation ----
 E-business \$9

COMMERCIAL FORECLOSURE

Clerk Fee \$115
 Law Library \$13
 Automated Records \$20
 Security \$25
 Document Storage \$20
 Court Fee \$5
 Foreclosure Prevention \$50
 Access to Justice \$2
 Foreclosure Mediation ----
 E-Business \$9

TOTAL \$311

TOTAL \$259

ANSWER

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL	\$129
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D – DISSOLUTION/INVALIDITY OF MARRIAGE

COMPLAINT

Clerk Fee	\$115
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

TOTAL	\$209
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ANSWER

Clerk Fee	\$50
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL	\$139
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ED – EMINENT DOMAIN

COMPLAINT

Clerk Fee	\$140
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

TOTAL	\$234
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ANSWER

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL	\$129
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F – FAMILY – (except petitions under Juvenile Court Act of 1987 and petitions under the Illinois Parentage Act of 1984)

COMPLAINT

Clerk Fee	\$30
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

ANSWER

Clerk Fee	\$25
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL **\$124**

TOTAL **\$114**

NOTICE TO PUTATIVE FATHERS - \$25

L – LAW (in excess of \$50,000)

COMPLAINT

Clerk Fee	\$115
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

ANSWER

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL **\$209**

TOTAL **\$129**

ANSWER WITH JURY DEMAND - \$341.50

L – LAW – CONFESSION OF JUDGEMENT (\$1,500 or less)

COMPLAINT

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9
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TOTAL	\$134

L – LAW – CONFESSION OF JUDGEMENT (over \$1,500 - \$15,000)

COMPLAINT

Clerk Fee	\$80
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9
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TOTAL	\$174

L – LAW – CONFESSION OF JUDGEMENT (over \$15,000)

COMPLAINT

Clerk Fee	\$120
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9
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TOTAL	\$214

FED-LM (forcible entry)

COMPLAINT – POSSESSION ONLY

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-Business	\$9

TOTAL **\$134**

FED-LM – Lawsuits for Eviction (forcible entry)

FED-LM – Lawsuits Less Than \$50,000

COMPLAINT – Possession & Rent (under \$15,000)

Possession & Rent (over \$15,000.00)

Clerk Fee	\$35
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

Clerk Fee	\$93
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

TOTAL **\$129**

TOTAL **\$187**

FED – LM

APPEARANCE/ANSWER (Rent under \$1,500)

APPEARANCE/ANSWER (Over \$1,500-\$15,000)

Clerk Fee	\$20
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL **\$109**

TOTAL **\$129**

FED-LM

APPEARANCE/ANSWER (POSSESSION ONLY)

Clerk Fee	\$45
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-Business	\$9
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TOTAL	\$134

LM – LAW SUITS LESS \$50,000 (Replevin \$15,000 or less)

COMPLAINT

Clerk Fee	\$70
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

TOTAL **\$164**

ANSWER

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL **\$129**

LM – LAW SUITS LESS THAN \$50,000 (10,000 – 15,000)

COMPLAINT

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-Business	\$9

TOTAL **\$134**

ANSWER

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-Business	\$9

TOTAL **\$129**

MR – MISCELLANEOUS REMEDY

COMPLAINT

Clerk Fee	\$115
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

TOTAL **\$209**

ANSWER

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL **\$129**

MR – EXPUNGEMENT

PETITION

Clerk Fee	\$60
State Police Fee	\$60

TOTAL **\$120**

MR – HABEAS CORPUS PETITION

PETITION

Clerk Fee	\$100
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TOTAL **\$100**

P – PROBATE (Decedent's Estate \$15,000 or less)

COMPLAINT

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Guardianship and Advocacy	----
Access to Justice	\$2
E-business	\$9

TOTAL **\$134**

P – PROBATE (Decedent's Estate over \$15,000)

COMPLAINT

Clerk Fee	\$140
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Guardianship and Advocacy	----
Access to Justice	\$2
E-business	\$9

TOTAL **\$234**

P – PROBATE (Disabled Person/Minor's Estate \$15,000 or less)

COMPLAINT

Clerk Fee	\$30
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

TOTAL **\$124**

P-PROBATE (Disabled Person/Minor's Estate over \$15,000)

COMPLAINT

Clerk Fee	\$30
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-Business	\$9

TOTAL **\$124**

P-PROBATE (Disabled Person/Minor's Letters for Person only – No Estate)

COMPLAINT

Clerk Fee	\$20
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-Business	\$9

TOTAL **\$114**

P – PROBATE

ANSWER/APPEARANCE

Clerk Fee	\$40
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL **\$129**

P – PROBATE (Petition to sell real estate)

PETITION

Clerk Fee	\$50
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TOTAL **\$50**

P – PROBATE (Miscellaneous Fees)

Jury Demand	\$125
Claim in an Estate (\$150-499)	\$20
Claim in an Estate (\$500-9,999.99)	\$40
Claim in an Estate (\$10,000 or more)	\$60
Letters of Office	\$2

SC – SMALL CLAIMS (\$250 or less)

COMPLAINT

Clerk Fee	\$10
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

ANSWER

Clerk Fee	\$10
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL **\$104**

TOTAL **\$99**

SC – SMALL CLAIMS (\$250-\$500)

COMPLAINT

Clerk Fee	\$20
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

ANSWER

Clerk Fee	\$20
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL **\$114**

TOTAL **\$109**

SC – SMALL CLAIMS (\$500 - \$2,500)

COMPLAINT

Clerk Fee	\$30
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Court Fee	\$5
Access to Justice	\$2
E-business	\$9

ANSWER

Clerk Fee	\$30
Law Library	\$13
Automated Records	\$20
Security	\$25
Document Storage	\$20
Access to Justice	\$2
E-business	\$9

TOTAL **\$124**

TOTAL **\$119**

MISCELLANEOUS FEES:

1) Garnishments, Wage Deductions, & Citations	
a. \$1,000 or less	\$15
b. \$1,000-5,000	\$25
c. Over \$5,000	\$45
2) Alias	
a. Citation	\$5
b. Summons	\$5
3) Record Search (per year searched)	\$6
4) Certification (Certified Copy)	\$10
5) Motions: Traffic/Criminal	
a. Vacate Bond Forfeiture Orders	\$40
b. Vacate Ex Parte Judgments	\$40
c. Vacate Judgment on Forfeitures	\$40
d. Vacate "Failure to Appear" or "Failure to Comply" sent to Secretary of State	\$40
6) Petitions to Modify, Alter, Vacate Any Judgment or Final Orders:	\$40
7) Change of Venue	\$40
8) Copies/Fax	
a. Regular Copies (First Page)	\$2
b. Pages 2-19	\$0.50
c. Pages 20+	\$0.25
9) Correction of Case	\$20
10) Civil Jury Demand:	\$212.50

(In every civil action not quasi-criminal in its nature and not a proceeding for the exercise of the right of Eminent Domain and in every other action where the right of trial by jury is or may be given by law, the Circuit Clerk shall be entitled to receive the sum of \$212.50 as a fee for the services of a jury. The jury fee shall be paid by the party demanding a jury at the time of the filling the jury demand. If the fee is not paid by either party, no jury shall be called, and the cases shall be tried by the Court without a jury.)

*****THE FOLLOWING FEES ARE BASED ON THE CLERKS OF THE COURT ACT AND BY THE COUNTY BOARD RESOLUTION*****

LEASE OF COUNTY PROPERTY

5959 Weldon Springs Road

Clinton, Illinois 61727

RECITALS

- A. Lessor owns property located in the County of DeWitt, State of Illinois, held in trust for the people of the County of DeWitt.
- B. Lessor desires to lease said property for a public purpose to Lessee, for the operation of emergency medical services within the County of DeWitt.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Lease, and in exchange for the consideration contained within this Lease the parties agree as follows:

1. **GRANT AND DESCRIPTION OF LEASED PREMISES:** Lessor grants to Lessee the property located at 5959 Weldon Springs Road in Clinton, Illinois for the use of said property for the base of operations for emergency medical services.
2. **USE:** Lessee agrees to use the property only for providing emergency medical services to the County of DeWitt. No other commercial or private use is authorized under the terms of this lease. In the event that emergency medical services are terminated for any reason such action shall serve to be in breach of this contract.
 - a. **No-Smoking:** Leased premises shall be considered a public building and therefore no smoking shall be done within the building located on the premises.
 - b. **No animals:** No animals of any kind, be they domestic or wild, living or dead shall be permitted upon the Leased Premises.

Lessor does not represent that Leased Premises are suitable or meet any permitting or other legal requirements for the above described use. This Lease is not preconditioned on obtaining any permit or authorization from any entity, be it private or governmental.

3. **INSPECTION AND CONDITION OF PREMISES:** Lessee has examined the Leased Premises prior to and as a condition precedent to acceptance of this Lease, and is satisfied with the physical condition of the premises to conduct business, and that the Leased Premises do not require any repairs or construction to facilitate the business of providing emergency medical services within the County of DeWitt. Lessee agrees that there have been no promises or agreements by Lessor to improve the Leased Premises at Lessor's expense.
4. **RIGHT OF ENTRY:** Lessor reserves the right to enter upon the Leased Premises at any time to ensure the conditions of this lease are complied with the understanding that Lessor shall not enter at a time that will disrupt the operations of Paramedic Services including but not limited to training or administering of emergency medical care. Lessor reserves the right to do any and all work of any nature necessary for the preservation, maintenance, operation or renovation of the Leased Premises.

5. **TERM:** The Lease shall commence on December 1, 2018 and expire on November 30, 2019. Upon agreement of the parties the lease may be extended for a term not to exceed one year. At the option of the parties the lease may be extended for the same time period as the contract for Ambulance Services, attached to this contract and hereby incorporated by reference, and may begin and end on the same dates as said contract for Ambulance Services, but shall be two separate agreements.
6. **RENT:** The amount to be paid by Lessee to Lessor shall be for a total of \$1,500 United States currency to be paid on a monthly basis no later than 15th of each month. Lessee may pay said amount in advance, and such amount shall be accepted by the DeWitt County Treasurer.
7. **AUTHORIZED CONSTRUCTION UPON AGREEMENT:** Upon agreement by the parties to the terms and conditions contained herein Lessee shall be authorized at Lessee's expense to install an additional garage door, a floor drain, a shower, and shall be authorized to relocate the air circulator to the kitchen area. No additional approval shall be required for the initiation of these construction projects.
8. **MAINTENANCE:** Lessor shall provide lawn mowing and snow removal services for the premises. Lessee shall be responsible for day to day cleaning, but shall not be required to perform any structural repairs of the facilities or any repairs beyond cleaning and replacement of consumable items, including but not limited to lightbulbs, toiletries, and supplies used for cleaning. Lessee shall be responsible for the removal of trash and debris. Lessee shall notify Lessor as soon as is practicable of any needed repairs by contacting the DeWitt County Maintenance Department. Lessee shall be directly responsible for any damages caused to the premises by Lessee or Lessee's employees or representatives, and shall bear the entire cost of any needed repairs. All repairs or improvements made involving fixtures and permanent structures shall be the property of the Lessor.

Upon the prior written approval of the DeWitt County Public Safety Committee Chairman, or its successor or equivalent, who has absolute discretion, Lessee shall be authorized to expend a sum no greater than \$1,000.00 on behalf of Lessor for necessary emergency repairs to Lease Premises. In the event that the Public Safety Committee Chairman or his successor or equivalent is unable to be present to grant written approval, he may at his discretion delegate authority to any other member of the DeWitt County Board to act in his stead. Lessee shall produce a full accounting of the expenditure to the Public Safety Committee at the next committee meeting for reimbursement.

9. **CONSTRUCTION/IMPROVEMENTS:** Lessee shall not perform any construction projects upon the Leased Premises without the express written consent of the Lessor. Any construction performed shall be done in strict compliance with Illinois law and County Ordinances. Any construction or additions to the Leased Premises concerning fixtures or permanent structures shall be the property of the Lessor upon the expiration of the agreement. Lessor makes no agreements to offset rent in consideration for construction or improvements that are not expressly agreed to and authorized in writing prior to construction.

10. **UTILITIES:** Lessee agrees to pay all utility bills for the Leased Premises including but not limited to water, gas, telephone, trash service and electricity. Such utility services shall be listed in the name of the Lessee.
11. **SANITATION:** Lessee shall maintain the Leased Premises in a sanitary condition at all times, in conformity with all federal, state and local laws and regulations. Any requirement imposed by the Department of Public Health shall be complied with. Lessee shall dispose of any medical waste in accordance with federal, state, and local laws and regulations. Lessor shall not be responsible for Lessee's failure to comply with Department of Public Health standards. All containers used for waste disposal shall be furnished by Lessee.
12. **LIABILITY:** Lessee assumes all liability for injuries and losses sustained on the Leased Premises caused by the acts, omissions or negligence of Lessee's agents and employees with the exception of DeWitt County personnel performing maintenance, unless injuries are caused by the act or negligence of Lessee's employee or representative resulting in injury to DeWitt County personnel.
13. **INDEMNITY:** To the fullest extent permitted under law, Lessee agrees to protect, indemnify, defend and hold harmless DeWitt County and its elected officials and employees against any and all losses, costs, damages, liabilities regardless of damages being direct or consequential arising out of any act or omission of the Lessee on or about the Lease Premises. The duty to indemnify shall survive any termination of Lease in the event that an act or omission of Lessee also results in termination of Lease under the conditions listed herein or if Lease expires without renewal.

Lessee waives any consequential damages, compensation or claims for loss of business or profits.

14. **INSURANCE:** Lessee shall maintain the following policies during the term of the Lease.

Lessee shall maintain a Workers Compensation insurance policy with a minimum coverage of \$1,000,000. This coverage shall extend to all employees, contractors, subcontractors, and their subcontractors utilized by Lessee. Policy must include a waiver of subrogation in favor of DeWitt County. Policy shall otherwise conform to the requirements of Workers Compensation laws.

Lessee shall maintain a General Liability insurance policy covering all employees, contractors, subcontractors, and all their subcontractors with a minimum coverage of \$1,000,000. Said policy shall cover bodily injuries, death, or incapacitation of persons and property damage sustained by one or more persons or entities. Lessor shall be added as Additional Insured through an endorsement properly designated by the insurance provider. Policy must include a waiver of subrogation in favor of DeWitt County.

All insurance policies shall be maintained by Lessee during the term of Lease and proof of the above coverage shall be filed with the County Executive Administrative Assistant of DeWitt County. Policies must include a waiver of subrogation in favor of DeWitt County.

Lessee shall require any entity performing work on Lessee's behalf of any kind to meet or exceed the above requirements. Lessee agrees to indemnify Lessor in the event that any entity performing work on Lessee's behalf seeks compensation for any action or omission.

Lessee shall maintain Tenant's Liability Insurance or its equivalent with a single limit not less than \$1,000,000 for bodily injuries, death or property damage.

15. **TAXES:** In the event that Leased Premises are not tax exempt Lessee shall pay all property taxes.
16. **COMPLIANCE WITH LAW:** Lessor and Lessee both agree to comply with any and all State of Illinois and Federal laws pertaining to the Leased Premises. Lessee agrees that the Leased Premises shall not be used for any illegal purpose.
17. **RETAINED RIGHTS OF LESSOR:** Lessor, at all times, shall have free and unrestricted access for its employees, agents, representatives, assigns or grantees to come upon the Leased Premises for the purpose of constructing, installing, operating, maintaining, repairing, and replacing any facilities and equipment, now or later located thereon with the exception that Lessor shall not disrupt the operations conducted by Paramedic Services including but not limited to training or the administering of emergency medical care.

This lease shall not, in any manner or to any extent, limit or restrict the right of Lessor to use or dispose of the Lease Premises and following any transfer by the Lessor of the Leased Premises, the Lessee shall attorn to any transfers. Lease shall remain in full force and effect under any subsequent owners of Leased Premises, and discretion in extending or otherwise renewing Lease shall fall to the subsequent owner.

18. **COVENANTS AGAINST LIENS:** Lessee hereby agrees that it will not cause any lien, including but not limited to mechanic's liens or any other claim for lien to be asserted against Leased Premises when such lien results from any act or omission by Lessee. In the event that any lien is filed Lessee shall bear the cost of removing or otherwise disposing of such lien, and shall be responsible for any costs. In the event that Lessee causes a lien to be filed against Leased Premises and does not remedy the situation within 30 days, Lessor shall be authorized to dispose of the lien and bill Lessee for any and all costs associated with disposal of the lien, including but not limited to attorney's fees and filing costs. Lessor bears no responsibility to investigate the validity of any lien.
19. **AMENDMENTS:** Any and all changes to this Lease shall be in writing and authorized by majority vote of the County Board of DeWitt for Lessor and by an authorized agent for Lessee. No oral agreements shall be binding on either party. Lessee acknowledges that a single board member may not bind the county unless previously authorized by majority vote to act on behalf of the County of DeWitt.
20. **VACATING LEASED PREMISES:** Upon completion of the term of Lease the Lessee shall vacate all personnel and equipment at Lessee's expense. Lessee shall be responsible for all costs in vacating the premises and disposing of materials not present before occupying the premises. In the event that property removal shall cause damage to Leased Premises such property shall

become the property of Lessor. Should Lessee fail to remove or dispose of Lessee's property as herein provided, Lessor may consider such property abandoned and may claim proper title to such property or dispose of the property at Lessee's cost and expense at the sole discretion of Lessor. At the expiration of Lease Lessee shall return Leased Premises in a good state of repair.

21. **ASSIGNMENT OR SUBLETTING:** Lease shall not be assigned in whole or in part by Lessee nor shall Lease be sublet nor any right held under this Lease be sold or transferred without the express written consent of Lessor. Lease shall be considered terminated in the event that Lessee acts contrary to this section.
22. **ENCUMBERANCE:** Lease does not grant any right to Lessee to encumber title to Leased Premises. Lessor reserves the right to dispose of Leased Premises subject to Lease, and Lessee agrees to abide by the remainder of the term of Lease under all conditions set forth in Lease. Lessee agrees to certify upon Lessor's request that Lease is in full force and effect and has not been modified. Lessee may at Lessee's option continue the lease term with any new owner or terminate this agreement upon the sale of the premises.
23. **EASEMENTS:** Lease is subject to any all prior existing or subsequently granted easements, permits and licenses for roadways, utilities, or for other purposes located or to be located on or near Leased Premises.
24. **DAMAGE TO PREMISES:** Lessee agrees that in the event any employee of Lessee or individual hired by Lessee causes damage to the premises Lessee shall reimburse Lessor for the cost of any repairs or replacement within thirty days after Lessor presents a statement reflecting the amount of the loss incurred. Alternatively Lessee may remedy any damages by effectuating repair on its own or through contractors of its choosing. Repairs are to commence no later than thirty days after discovery of the damage.
25. **DESTRUCTION OF PREMISES:** In the event that Leased Premises suffers extreme damage or destruction that renders the premises unsuitable for the purposes of Lessee both parties shall be relieved of their obligation to continue Lease to its termination date. Destruction is hereby defined as any occurrence rendering the Leased Premises unsuitable for Lessee's Use (Section 2) and repair cannot be made within 30 days. All amounts currently owed shall remain in full force and effect as if Lease were still in force. No further amounts shall accrue.
26. **SIGNS:** Any signage shall be approved by majority vote of the DeWitt County Board or its successor or assign before displaying. Lessee shall be responsible for maintaining signage and for removing signage upon vacating the Leased Premises.
27. **HOLDING OVER:** In the event that Lessee has not vacated the premises upon expiration of the Lease, Lessor shall have the right to charge double the monthly rent that was due the month before expiration of Lease. This right does not affect the right of Lessor to obtain forcible removal authorized by Illinois law.
28. **NOTICES:** Notices sent by either Lessee or Lessor shall be sent in writing by certified mail.

To Lessor:

DeWitt County Board
Attn: Public Safety Chairman
201 W. Washington Street
Clinton, IL. 61727

To Lessee:
Paramedic Services of Illinois Inc.
9815 W. Lawrence Ave.
Schiller Park, IL. 60176

29. **RENT INCREASE:** Lessor agrees that the total increase in rent shall not increase by more than 5% per lease term, regardless of if the Lease is extended by agreement or renewed. Lessor reserves the right to increase rent upon any extension or renewal up to this amount.
30. **DEFAULT:** The following shall be considered default and result in termination of Lease.
- a. In the event of lack of satisfying the condition of payment for the rental of Leased Premises, Lessee shall be in default. In this event, Lessee shall have ten business days to cure and pay the entire amount owed. Such event shall not require any notice to Lessee.
 - b. In the event that Lessee is found to be conducting any activity contrary to the laws of the State of Illinois or the United States, Lessee shall be in immediate default and Lease shall be immediately terminated. Such event shall not require any notice to Lessee.
 - c. In the event that Lessee is not meeting its obligations in maintaining the cleanliness of Leased Premises, Lessee shall be given written notice via certified mail of default by the DeWitt County Public Safety Chairman or his successor or designee in the event that he is not available, and be given twenty business days upon receiving the certified mailing to cure. Lessee shall not be considered to be in default due to circumstances beyond Lessee's control.
 - d. In the event that Lessee declares or files bankruptcy, Lessee shall vacate the premises within five business days and Lease shall be considered terminated. Such event shall not require any notice to Lessee.
 - e. In the event that the insurance policies required by Lease of Lessee have lapsed, Lessee shall be in default. Upon discovery by Lessor of an insurance policy not being in force, Lessor, by the DeWitt County Public Safety Committee Chairman or his equivalent or successor or designee in the event that he is not available, shall notify Lessee via certified mail of default. Upon receiving the certified mailing, Lessee shall have five business days to cure and provide proof of insurance to be filed with the County Administrator. Such policy shall be back dated to cover any lapses in coverage. In the event of this occurrence DeWitt County shall still be indemnified by Lessee to the fullest extent permitted by law.
 - f. In the event that Lessee is delinquent in paying bills for utilities Lessee shall be in default. Upon discovery Lessor by the DeWitt County Public Safety Committee Chairman or his equivalent or successor or designee in the event that he is not available shall notify Lessee via certified mail of default. Upon receiving the certified mailing Lessee shall have five business days to cure by paying delinquent utility bills in full.
 - g. Any other event not specifically covered in this or any other section of Lease shall require written notice sent by certified mail by the Public Safety Committee Chairman or his designee or successor and Lessee shall be given 15 business days to cure.

31. **CHOICE OF LAW:** This Lease and any disputes arising from enforcement or interpretation of Lease shall be governed by the laws of the State of Illinois.
32. **DISPUTE VENUE:** In the event of a legal dispute concerning Lease the venue shall be the Circuit Court of DeWitt County, Illinois. Both parties hereby agree to waive jury trial and settle any dispute by bench trial before a judge assigned to the case by the Chief Judge of the Sixth Judicial Circuit. Both parties agree that the Circuit Court of DeWitt County shall have jurisdiction over any dispute arising from Lease, and shall not object to jurisdiction or venue.
33. **ATTORNEY FEES:** Both parties agree that in the event of a dispute the losing party shall pay the reasonable cost of bringing or defending suit of the other party, including the reasonable hourly fee of the other party's legal representation, filing fees, and reasonable witness fees incurred.
34. **SEVERABILITY/SAVINGS CLAUSE:** In the event that any one of the conditions set forth in Lease are held to be contrary to public policy or otherwise unenforceable by a court both parties agree all other conditions of Lease shall remain in full force.
35. **FORCE MAJEURE:** In the event of an act of God or other disaster that cannot be reasonably contemplated by the parties renders either party from completing their obligation under Lease this agreement shall be terminated without penalty to either party. All amounts due and owing shall remain as if Lease was still in full force.
36. **COMPLETE AGREEMENT:** This Lease is the complete and whole agreement between the parties. No other negotiations or communications, be they past or future, shall be applicable to the interpretation of this Lease in the event of a dispute.
37. **THIRD PARTIES:** Lessor and Lessee agree and acknowledge that there are no intended third party beneficiaries of this Lease nor any rights and privileges conferred to any other parties except those contained in Lease.
38. **CONFLICT OF INTEREST:** Lessor and Lessee hereby represent that neither has a conflict of interest in entering into Lease, nor are either Lessor or Lessee prohibited by law from entering into Lease.
39. **WAIVER:** Waiver of any condition stated at any time shall not be considered a permanent waiver of the authority of either party, and either Lessor or Lessee may waive then later enforce any condition at their discretion.
40. **AUTHORITY:** Lessee represents that he/she/it has full authority and power to enter into Lease, and shall be responsible for the obligations contained herein. Lessor represents authorization to enter into this agreement has been granted by majority vote of the County Board of DeWitt County, Illinois.
41. **TERMINATION BASED UPON CHANGE IN LAW:** In the event a law is enacted by the Illinois legislature rendering Lease void, or if such law confers an additional burden upon Lessor, such Lease shall be deemed terminated, and both parties shall be free of any future obligations regarding Lease, but all previous obligations shall remain.

County Board Chairman _____
David Newberg

Subscribed and sworn to me this _____ day of _____, 2018

County Clerk: _____

Dana Smith

Authorized Representative of Paramedic Services of Illinois Inc.: _____