

AGENDA
MACON COUNTY BOARD MEETING
March 11, 2021, 6:00 P.M.
141 SOUTH MAIN, ROOM 514
DECATUR, ILLINOIS

Caucus meetings will begin at 5:30 p.m. – NOTE that caucus meetings will not be broadcast via phone, web or other method. Only board members who are physically present at the caucus meetings will be permitted to participate. Caucus meetings are open to members of the public who wish to attend in person.

Republican Caucus will be held on the 4th floor of the County Building (room 414).
Democratic Caucus will be held on the 8th floor of the County Building (room 804)
Caucuses are open meetings and public comment is allowed. *Please note that public comment at caucus meetings may be limited such that all Board members may arrive at the County Board meeting on time at 6:00 p.m.*

Caucus Agendas: Any and all items appearing on the agenda for the County Board meeting may be discussed. Final action occurs only at the County Board meeting.

Due to the COVID-19 pandemic and the Governor's March 5, 2021, Disaster Declaration, the Governor's Executive Orders (including, but not limited to, EO 2021-5) and section 7 of the Open Meetings Act (as amended by P.A. 101-640), this public meeting will permit but not require attendance by members of the Macon County Board by telepresence. Additionally, members of the public are allowed physically to attend, subject to space limitations that may exist due to social distancing requirements. In the event that more people physically attend than can be safely accommodated per social distancing requirements, preference will be given in the following order: to County Board members, then County staff, then to members of the press, then to members of the general public. Anyone not able physically to attend due to occupancy restrictions may listen to the meeting contemporaneously via the PodBean application described below.

Pursuant to section 7(e)(2) of the Open Meetings Act, the Chair of the County Board has determined that an in-person meeting is not practical or prudent because of the declared disaster. Therefore, County Board members that wish to attend telephonically may do so.

NOTICE TO THOSE ATTENDING IN PERSON

If you plan to physically attend the meeting:

1. Bring a mask/face covering.
2. If you do not have a mask/face covering or refuse to properly wear one, you may be refused entry.

Public comment will be permitted as described below.

Pursuant to section 7(e)(4) of the Open Meetings Act, the meeting will also be live streamed via the PodBean application. Anyone may access the live stream for free at <https://maconcountyboard.podbean.com>. Alternatively, anyone may download the free PodBean app from the Apple App Store or Android Google Play store. If you follow the Macon County Board in the application, you will receive a notification when the meeting goes live.

A verbatim record of the meeting will be made available on the Macon County website, co.macon.il.us, on the PodBean website and application immediately after the meeting's conclusion.

AGENDA
MACON COUNTY BOARD MEETING
March 11, 2021, 6:00 P.M.
141 SOUTH MAIN, ROOM 514
DECATUR, ILLINOIS

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **OPENING PRAYER**
4. **PLEDGE OF ALLEGIANCE**

Reminder – Pursuant to section 7(e)(6), as recently amended by PA 101-640, all votes conducted during this meeting must be conducted as a roll call vote.

5. **APPROVAL OF MINUTES OF PRIOR MEETING**
6. **RECOGNITIONS**
7. **ZONING/SUBDIVISIONS**
8. **CORRESPONDENCE**
9. **CLAIMS**
10. **APPOINTMENTS**
11. **CONSENT CALENDAR**
12. **JUSTICE COMMITTEE**

G-5252-03-21

Macon County Board Resolution Approving an Agreement between the Macon County Sheriff's Office and the Illinois Department of Transportation Distracted Driving Uniform Grant Agreement FY21

13. **EEHW COMMITTEE**

G-5253-03-21

Macon County Board Resolution Authorizing Donation or Disposal of Surplus Property by the Macon County Health Department

G-5254-03-21

Macon County Board Resolution Approving Lease Renewal at 1710, 1750 & 1760 N 21st Street, between the Wicker Real Estate Trust And Macon County Environmental Management

14. **OPERATIONS AND PERSONNEL COMMITTEE**
15. **LEGISLATIVE COMMITTEE**

16. FINANCE COMMITTEE

G-5255-03-21

Macon County Board Resolution Approving Increase in Appropriations in the FY21 General Fund Budget for Local Cure Program Assistance to Disabled American Veterans

G-5256-03-21

Macon County Board Resolution Approving Increase in Appropriations in the FY21 General Fund Budget for Sheriff's Office Custom Application Communications Tool

17. NEGOTIATIONS COMMITTEE

Report regarding Probation contract (no vote to be taken)

18. TRANSPORTATION COMMITTEE

19. EXECUTIVE COMMITTEE

20. SITING, RULES & ORDINANCE SUB-COMMITTEE

21. BUILDING SUB-COMMITTEE

22. CITIZENS' REMARKS

(Limited to 5 minutes per person and for a total of 20 minutes)

An opportunity for public comment will be provided to all those persons who are physically present and wish to do so, subject to the time restrictions set forth above.

Additionally, pursuant to Executive Order 2020-43 and the Attorney General's Public Access Bureau Opinion 2020 PAC 62329, public comment will be accepted via email submissions from anyone who cannot or does not wish to attend physically. Such submissions must be received by the County Board at the email address jdurham@co.macon.il.us no later than 2 hours before the scheduled start time of the meeting. Comments received will be distributed to Board members at the meeting and made a part of the official records of the County Board on file with the County Clerk's Office.

23. OFFICEHOLDERS' REMARKS

24. OLD BUSINESS

25. NEW BUSINESS

26. CLOSED SESSION

27. ADJOURNMENT

**Macon County Board Resolution
Approving an Agreement between the Macon County Sheriff's
Office and the Illinois Department of Transportation Distracted
Driving Uniform Grant Agreement FY21**

Resolution NO. G-5252-03-21

WHEREAS, The Macon County Sheriff's Office has received the Distracted Driving Grant FY21 from the Illinois Department of Transportation to maximize the effect of sustained, stepped-up, traffic enforcement. The Distracted Driving grant focuses on the month of April as the Distracted Driving Awareness month; and

WHEREAS, the goals of the Distracted Driving enforcement grant is to save lives and reduce the injuries resulting from motor vehicle crashes caused by distracted driving. These goals are achieved through directed patrols during specific enforcement campaigns;

WHEREAS, The Macon County Sheriff's Office will receive funding from the Illinois Department of Transportation in the amount of \$8,991.60 and is used for enforcement activities conducted in April 2021. Payments are made by Illinois Department of Transportation on a reimbursement of worked performed with the grant period being April 1, 2021 to April 30, 2021; and

WHEREAS, the proposed budget amendments were discussed by the Macon County Justice Committee on February 25, 2021 which was passed and approved; and

WHEREAS, the proposed budget amendments were discussed by the Macon County Finance Committee on March 1, 2021 and recommended for approval by the full County Board; and

WHEREAS, an emergency situation exists wherein valuable funding will be lost and Distracted Driving grant not awarded if the Sheriff's FY21 budget is not amended to reflect the increase in revenue and concurrent increase in expenses related to this funding;

WHEREAS, the Finance Committee has agreed to the amending of the Sheriff's FY21 budget as follows:

Increase Revenue 093-575-4500 \$8,991.60 Increased Expense 093-575-5707 \$8,991.60

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that I hereby approves the Distracted Driving Uniform Grant Agreement budget of the Sheriff Grant Fund for FY21 by increasing appropriations by the amounts attached.

BE IT FURTHER RESOLVED by the Macon County Board that this Resolution shall become effective upon adoption thereof.

PRESENTED, PASSED, APPROVED this 11th day of March, 2021

AYES _____ **NAYS** _____

**MACON COUNTY BOARD
MACON COUNTY, ILLINOIS**

**ATTEST:
BY:**

**Josh Tanner, Clerk for the
County of Macon, State of Illinois**

**Kevin Greenfield
Macon County Board**

**MACON COUNTY BOARD RESOLUTION
AUTHORIZING DONATION OR
DISPOSAL OF SURPLUS PROPERTY BY
THE MACON COUNTY
HEALTH DEPARTMENT**

Resolution No. G-5253-03-21

WHEREAS, the Macon County Health Department has surplus property that is no longer needed; and

WHEREAS, the property is unusable by the Macon County Health Department; and

WHEREAS, the surplus equipment has been offered to other offices within the county and there was no need for the equipment; and

NOW THEREFORE, BE IT RESOLVED, by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that the Macon County Health Department is authorized to take any steps necessary to dispose of said property (refrigerators and a freezer), including but not limited to donating, recycling, selling, or destroying said property.

PRESENTED, PASSED, and APPROVED this 11th day of March, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

**MACON COUNTY BOARD RESOLUTION
APPROVING LEASE RENEWAL AT 1710, 1750 &
1760 N 21st STREET, BETWEEN THE WICKER REAL
ESTATE TRUST AND MACON COUNTY
ENVIRONMENTAL MANAGEMENT**

RESOLUTION NO. G-5254-03-21

WHEREAS, Macon County Environmental Management (MCEM) leases space at 1710, 1750 & 1760 N. 21st, Decatur, IL; and

WHEREAS, MCEM operates a Recycling Center for programing and storage space for equipment; and

WHEREAS, MCEM provides a safe and convenient location to operate residential recycling programs at the Recycling Center; and

WHEREAS, Landlord, The Wicker Real Estate Trust and Macon County Environmental Management would like to extend the lease to a one-year lease agreement; and

WHEREAS, The Macon County Environmental Management agrees to the attached lease for premises located at 1710, 1750 & 1760 N. 21st Street and

WHEREAS, the EEHW Committee met on February 25, 2021 and agreed the leased space is a convenient space for residential recycling programming; and

WHEREAS, Finance Committee met on March 1, 2021 and agreed the leased space is a convenient space for residential recycling programming; and

NOW, THEREFORE, BE IT RESOLVED the Macon County Board has reviewed and hereby agree to the attached Lease Agreement between The Wicker Real Estate Trust and Macon County Environmental Management Department.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 11th day of March, 2021.

AYES _____ NAYS _____

Macon County Board
Macon County, IL

Attest

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March, 2021, by and between The Wicker Real Estate Trust ("Landlord") and the County of Macon, Illinois ("Tenant") (collectively, the "Parties").

WITNESSETH:

ARTICLE I: PREMISES

- 1.1 "Premises" shall mean the real estate commonly known as 1710 N. 21st Street, Decatur, Macon County, Illinois; 1750 N. 21st Street, Decatur, Macon County, Illinois; and 1760 N. 21st Street, Decatur, Macon County, Illinois.
- 1.2 Landlord hereby leases Premises to Tenant, and Tenant leases and accepts, subject to the terms and conditions of this Lease, the Premises. Tenant has had an opportunity to inspect the Premises and accepts the same "AS IS" without representation or warranty of Landlord of any kind.

ARTICLE II: TERM

- 2.1 The Term of this Lease shall be for a period of one year, beginning March 1, 2021, and ending February 28, 2022.
- 2.2 Upon the expiration of the Term, this Lease shall automatically convert to a month-to-month lease with the same conditions of rent and other obligations as are contained in this Lease. If Landlord does not desire to convert this Lease to a month-to-month tenancy at the end of the Term, Landlord shall provide Tenant written notice on or before January 31, 2022 that the Lease shall terminate February 28, 2022 at which time Tenant shall vacate the Premises. If this Lease becomes a month-to-month tenancy, Landlord shall have the right to terminate the tenancy upon 30-days written notice to Tenant.

ARTICLE III: RENT AND OTHER TENANT CONTRIBUTIONS

- 3.1 Rent for the Premises shall be \$16,800, and shall be paid in equal monthly installments of \$1,400.
- 3.2 Each installment shall be due on the first day of each month, with the first installment being due and payable on the 1st day of March 2021.
- 3.3 In the event that the Lease converts to a month-to-month lease, the amount of rent shall remain unchanged absent a written addendum to this Lease being executed by the Parties.
- 3.4 Tenant shall issue payment to the Wicker Real Estate Trust, 3018 Lake Bluff Drive, Decatur, Illinois 62521 or at such other place as Landlord may designate in writing from time to time.

- 3.5 If rent is not paid on or before the first day of each month, Tenant shall pay an additional 5% of the monthly rent due, not to exceed \$70 for any such month. Only one late charge will be assessed for any month in which the rent is not paid on or before the first day of that month. Under no circumstances shall interest on any unpaid rent accrue. Any late charges incurred shall be deemed to be additional rent.
- 3.6 Landlord shall be solely responsible for the payment of all real estate taxes on the Premises.

ARTICLE IV: USE OF PREMISES

- 4.1 The Premises shall be used and occupied by Tenant as an Environmental Management drop-off facility and for no other purpose without the Landlord's written consent. Tenant shall comply with all rules, regulations and laws of all appropriate governmental entities with respect to use and occupancy.
- 4.2 Tenant shall pay for the provision of electric current, gas, heat, and all other utilities and all taxes or charges on such utility services which are used on or attributable to the Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Premises.
- 4.3 Tenant agrees to maintain all signs or advertising materials in good condition and repair. All signs shall comply with applicable statutes, ordinances, or other governmental restrictions. The determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant. All exterior signs must be approved by the Landlord.

ARTICLE V: CONSTRUCTION, MAINTENANCE AND REPAIRS

- 5.1 Except as provided for in paragraph 5.3 of this Lease as being required of the Landlord, Tenant shall keep and maintain the Premises in a clean, sanitary, and safe condition and in accordance with all directions, rules, and regulations of the governmental entities having jurisdiction, at the sole cost and expense of Tenant. Tenant shall further comply with all requirements of law affecting the Premises and all appurtenances thereto. If Tenant refuses or neglects to commence and complete repairs promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant may be required to pay the cost thereof to Landlord as an additional rent, provided that such repairs are found to be necessary and proper.
- 5.2 Upon the termination of this Lease or any renewal term, the Tenant shall deliver the Premises to the Landlord in the same condition as received by it on the date that Tenant first assumed occupancy, subject to the removals hereinafter required, reasonable wear and tear excepted. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combination of locks, safes, and vaults, if any, in the Premises. Tenant, during the last 30 days of such term shall remove all its trade fixtures, and, to the extent required by Landlord by written notice, any other

installations, alterations or improvements made, before surrendering the Premises and shall repair any damage to the Premises caused by such removal. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. Absent a written agreement to the contrary, any items belonging to Tenant that remain in the Premises upon the surrender by Tenant to Landlord shall be deemed abandoned and shall become the property of the Landlord and the latter may dispose of the same without liability of any type or nature.

- 5.3 Landlord shall keep and maintain the foundation, exterior walls, roof, and the structural portions of the Premises of the building in which the Premises are located in good repair. Landlord will be responsible for repairing and replacing all heating, air conditioning, and electrical systems. The determination of the necessity for replacement shall be made by the Landlord, but that determination shall not be unreasonably made. The Landlord shall be responsible for maintaining all exterior portions of the building and all other floors of the building not leased by Tenant, except that Landlord shall not be called upon to make any such repairs or replacements occasioned by the act or neglect of Tenant, its agents, employees, invitees, licensees, customers, clients or contractors.
- 5.4 Tenant shall not alter the Premises and shall not install any fixtures or equipment to be used in connection with Tenant's business which affect the Premises in any manner without first obtaining the written approval of Landlord to such fixtures and equipment, and the Landlord's approval of the manner in which said fixtures and equipment are to be installed or located shall not be unreasonably withheld.
- 5.5 "Exterior walls" shall not be deemed to include store front or store fronts, plate glass, window cases, or window frames, doors or door frames, security grills or similar enclosures. Tenant may use its standard interior décor. Landlord acknowledges that if the window frames or door frames must be replaced due to normal wear and tear, then Landlord will make such replacements.
- 5.6 If Tenant makes any alterations or improvements in the Premises, Tenant must pay for same when made. Nothing in this Lease shall be construed to authorize Tenant or any person dealing with or under Tenant, to charge the rents of the Premises, or the property of which the Premises form a part, or the interest of Landlord in the estate of the Premises, or any person under or through whom Landlord has acquired its interest in the estate of the Premises, with a mechanic's lien or encumbrance of any kind, and under no circumstances shall Tenant be construed to be the agent, employee or representative of Landlord in the making of any such alterations or improvements to the Premises, but on the contrary, the right or power to charge any lien, claim, or encumbrance of any kind against Landlord's rents or the Premises or said land is denied. So long as the laws of this state shall provide for the filing of a statutory bond to eliminate the attachment of mechanic's or material men's liens to real estate, Tenant shall require that its contractor or itself shall take such steps as are provided by law for the filing of said statutory bond prior to the initiation of any construction If a mechanic's or

material men's lien is threatened by any contractor or supplier, or in the event of the filing of a notice of any such lien, Tenant will promptly pay same and take steps immediately to have same removed. If same is not removed within 10 days from the date of written notice from Landlord, Landlord shall have the right, at Landlord's option, to pay the same or any portion thereof and the amounts so paid, including attorney's fees and expenses connected therewith shall be deemed to be additional rent due from Tenant to Landlord and shall be paid to Landlord immediately upon rendition to Tenant of bill. Tenant will indemnify and save harmless Landlord from and against all loss, claims, damages, costs or expenses suffered by Landlord by reason of any repairs, installations or improvements made by Tenant.

ARTICLE VI: INSURANCE

- 6.1 Tenant shall protect, indemnify, and save Landlord harmless from and against all and any liability and expense of any kind arising from injuries or damages to persons or property on the Premises arising out of or resulting in any way from any act or omission of Tenant, its agents, servants and employees, in the use of the Premises during the term of this Lease. Landlord shall protect, indemnify, and save Tenant harmless from and against all and any liability and expense of any kind arising from injuries or damages to persons or property on the Premises arising out of or resulting in any way from any act or omission of Landlord, its agents, servants and employees, in the use of the Premises during the term of this Lease.
- 6.2 Tenant agrees to promptly notify Landlord of any claim, action, proceeding, or suit instituted or threatened against the Landlord in connection to this Lease. In the event Landlord is made a party to any action for damages which Tenant has herewith indemnified Landlord against, then Tenant shall pay all costs and shall provide effective counsel in such litigation or shall pay, at Landlord's option, the attorney fees and costs incurred in connection with said litigation by Landlord. Landlord agrees to promptly notify Tenant of any claim, action, proceeding, or suit instituted or threatened against the Tenant in connection with this Lease. In the event Tenant is made a party to any action for damages which Landlord has herewith indemnified Tenant against, then Landlord shall pay all costs and shall provide effective counsel in such litigation or shall pay, at Tenant's option, the attorney fees and costs incurred in connection with said litigation by Tenant.
- 6.3 Tenant agrees to maintain at its expense at all times during this Lease, commercial generally liability insurance properly protecting and indemnifying Landlord and naming Landlord as additional insured in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Tenant shall deliver to Landlord a certificate of insurance, which shall declare that the respective insurer may not cancel the same in whole or in part without giving Landlord written notice of its intention to do so at least ten (10) days in advance. Tenant shall be responsible for purchasing any insurance coverage it deems necessary to cover Tenant's personal property. Landlord agrees that it will maintain commercial generally liability insurance in the amount of \$1,000,000

per occurrence and \$2,000,000 in the aggregate.

- 6.4 Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the Parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the Premises shall be increased by reason of any use of the Premises made by the Tenant, then Tenant shall pay to Landlord such increase in insurance as shall be occasioned by said use.
- 6.5 Tenant agrees that all property owned by it in, on or about the Premises shall be at the sole risk and hazard of the Tenant. Landlord shall not be liable or responsible for any loss of or damage to Tenant, or anyone claiming under or through Tenant, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing, electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating in the Premises or elsewhere. Irrespective of whether or not Landlord may be deemed to have been negligent with respect thereof; and provided such damage or loss is not the result of an intentional and willful wrongful act of Landlord.
- 6.6 Tenant agrees that, if any property owned by it and located in the Premises shall be damaged or destroyed by an insured peril, Landlord shall not have any liability to Tenant, nor to any insurer of Tenant, for or in respect of such damage or destruction, and Tenant shall require all policies of risk insurance carried by it on its property in the Premises to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its right of subrogation against Landlord.

ARTICLE VII: FIRE OR OTHER CASUALTY

- 7.1 In the event of the partial destruction of the building or improvements located on the Premises by fire or any other casualty, Landlord shall restore or repair said building and improvements with reasonable diligence. Landlord shall expend such sums as required to repair or restore improvements to the condition they were in immediately prior to the date of the destruction. A just and proportionate part of the rent payable by Tenant to the extent that such damage or destruction renders the Premises unusable shall abate from the date of such damage or destruction until such Premises are repaired or restored.
- 7.2 If the Premises shall be so damaged by fire or other casualty or happening as to be substantially destroyed, then Landlord shall have the option to terminate this Lease by giving Tenant written notice within 30 days after such destruction, and any unearned rent shall be apportioned and returned to Tenant. If Landlord does not elect to cancel this Lease as aforesaid, then the same shall remain in full force and effect and Landlord shall proceed with all reasonable diligence to repair and replace the Premises to the condition they were in prior to the date of such destruction, and during the time said Premises are so destroyed and unusable, the rent shall be abated.

ARTICLE VIII: ASSIGNMENT AND SUBLETTING

- 8.1 Tenant shall not assign, transfer or encumber this Lease without written consent of Landlord, and shall not sublet or allow any other tenant to come in with or under Tenant without like written consent. Consent of Landlord to one assignment or subletting of the Premises shall not constitute a waiver of Landlord's rights hereunder. Any assignment or subletting, notwithstanding the consent of the Landlord, shall not in any manner release the Tenant herein from its continued liability for the performance of the provisions of this Lease and any amendments or modifications. The acceptance of any rental payments by Landlord from any alleged assignee shall not constitute approval of the assignment of this Lease by the Landlord. Landlord's consent to any assignment shall not be unreasonably withheld.
- 8.2 Neither this Lease, nor any interest therein, nor any estate created hereby, shall pass to any trustee or receiver in bankruptcy, nor to any other receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event of bankruptcy or assignment for the benefit of creditors, Landlord shall be entitled to retain the security deposit and shall be deemed a secured creditor as to the next six months' rental to the extent permitted by the applicable federal or state laws unless a Tenant paying at least the amount due from Tenant shall be procured in said period. As to any additional loss of rent, Landlord shall be entitled to file as a general contractor.

ARTICLE IX: DEFAULT AND RE-ENTRY

- 9.1 Failure on the part of Tenant to pay rent within 10 days after same shall become due, or failure of Tenant to promptly and faithfully keep and perform every covenant, condition, agreement and obligation of this Lease other than payment of rent on the part of Tenant to be kept and performed for more than 20 days after written notice of such default shall have been given to Tenant, shall, at the option of Landlord, cause the forfeiture of this Lease, without, however, releasing Tenant from liability, as hereinafter provided, and if such default shall not be corrected within the applicable period aforesaid, possession of the Premises and all improvements thereon shall be delivered to Landlord and thereupon Landlord shall be entitled to and may take immediate possession of the Premises, any other notice or demand being hereby waived. Tenant agrees to quit and deliver possession of the Premises to Landlord or Landlord's assigns, successors or agents, when this Lease terminates by limitation or forfeiture, and Tenant agrees that the Premises shall be in substantially the same order and in as good condition as received, normal wear and use excepted.
- 9.2 Tenant covenants, that any forfeiture, annulment or voidance of this Lease shall not relieve Tenant from the obligation to make the monthly payments of rent. In case of default of Tenant, Landlord may relet the Premises as the agent for and in the name of Tenant, at any rental readily acceptable, applying the proceeds first to the payment of such rent as same becomes due, and toward the fulfillment of the covenants and agreements of Tenant herein contained, and the balance, if any, shall be paid to Tenant, and the Tenant hereby agrees that if Landlord shall

recover or take possession of said Premises as aforesaid, and be unable to relet and rent the same so as to realize a sum equal to the rent hereby reserved, Tenant shall pay to Landlord any loss or difference of rent for the residue of the term.

Landlord shall have the right to re-enter the Premises to assume and take possession of the whole or any part thereof, and to remove all persons or personal property by direct or summary action, or in a different type of suit or proceeding by force, or otherwise, without being deemed guilty of trespass or other actionable wrong by reason thereof, and without being liable for the damages therefore or in connection therewith, and, after demand made therefore, Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to such summary or other action as may be provided by law; and,

Landlord, irrespective of the date on which its right of re-entry shall have accrued or be exercised, shall have the right, exercisable without notice to or demand upon Tenant or any other person, whether for rent or possession or otherwise, to forfeit this Lease and terminate the estate of Tenant hereby created.

In any and every event, Landlord shall not be deemed to have accepted any surrender of the Premises or of the leasehold estate created hereby from Tenant, or anyone acting in Tenant's behalf, unless Landlord by an agreement in writing shall declare explicitly that it intends thereby to effect acceptance of the surrender and to release tenant from liability.

- 9.3 Notwithstanding the provisions of this Lease, it is agreed between the Parties that the remedies provided for herein in the event of default on the part of Tenant are in addition to and not in lieu of any other remedies or relief made available to the Tenant under the laws of Illinois, which latter remedies or relief shall be likewise available to Landlord in the event of a breach of any of the terms of this Lease.
- 9.4 In the event litigation is commenced regarding an alleged breach of this agreement, the prevailing party shall be entitled to recoup reasonable attorneys' fees and costs against the other party.

ARTICLE X: GENERAL PROVISIONS

- 10.1 Landlord reserves the right at all reasonable times during the term of this lease for Landlord or Landlord's agents to enter the Premises for the purpose of inspecting and examining the same, and to show the same to prospective purchaser or tenants, and to make such repairs, alterations, improvement or additions as Landlord may deem necessary or desirable. During the ninety (90) days prior to the expiration of the term of this Lease or any renewal terms, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices advertising the Premises for sale or lease, as the case may be, which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into said Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable

therefore, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

- 10.2 Landlord agrees that, if the rent is being paid in the manner and at the time prescribed and the covenants and obligations of Tenant being all and singular kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises so long as this Lease remains in force, without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease. Notwithstanding the preceding, the Tenant acknowledges that during the term of the Lease, the Landlord may be making renovations and improvements to the Premises. As a result of such renovations and improvements, disturbances may occur. Landlord shall make a diligent effort to keep all disturbances to a minimum, and further agrees to make a diligent effort to complete such renovations as soon as is reasonably possible.
- 10.3 Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any payment or payments hereunder without in any way waiving Landlord's right to exercise the right of re-entry hereinbefore provided for by reason of any other breach of lapse which was in existence at the time such payment or payments were accepted by Landlord.
- 10.4 At the expiration of this Lease or renewal thereof, provided Tenant is not in default, Tenant shall have the right to remove any trade fixtures installed by Tenant on the Premises, and shall repair any damage to the Premises caused by such removal. Notwithstanding the foregoing, Landlord shall have a lien upon said fixtures, or any additions thereto during the term as security for the faithful performance by Tenant of the conditions required of it. Tenant agrees to restore the Premises to the same condition as it existed prior to changes for trade fixtures or décor were made. The parties shall agree in advance, and in writing, what shall be deemed a trade fixture subject to removal by the Tenant. If nothing is specified a trade fixture, then nothing shall be deemed a trade fixture. Under no circumstances shall floor coverings wall coverings or paneling, or light fixtures be deemed a trade fixture.
- 10.5 Upon request of Landlord, Tenant shall subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing now or hereafter in force against the real estate and/or buildings of which the Premises are a part against any buildings hereafter placed upon said real estate of which the Premises are a part.
- 10.6 All notices by either party to the other shall be made by depositing such notice in the certified mail of the United States of America, and such notice shall be deemed to have been served on the third day after such deposit in the Certified

Mail unless otherwise provided. All notices to the Landlord shall be made at:3018 Lake Bluff, Decatur, IL 62521. All notices to the Tenant shall be made 141 S. Main Street Room 408, Decatur, Illinois, or at such other address as Tenant may from time to time designate in writing to Landlord.

- 10.7 Tenant, upon request of Landlord, shall join in the execution of a memorandum of this Lease for the purpose of recording. Such memorandum shall describe the parties, the Premises, and the term of this Lease, and shall incorporate this Lease by reference and include such other portions which Landlord deems appropriate to effectuate the purpose of such recording. Within 10 days after written notice from Tenant, Landlord agrees to execute and deliver to Tenant similar documents.
- 10.8 Oral agreements in conflict with any of the terms of this Lease shall be without force and effect, all amendments to be in writing executed by the parties or their respective successors in interest.
- 10.9 It is understood that Landlord does not in any way or purpose become a partner or joint venture with Tenant in the conduct of Tenant's business.
- 10.10 If any term or condition of this Lease or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 10.11 The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives successors and assigns of each of the parties, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any right in the assignee or sublessee of Tenant.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their respective representative, each of whom is duly authorized to execute the same.

LANDLORD:

BY: Tamara L Burns
Tamara L Burns, Trustee
The Wicker Real Estate Trust

Date 2 18 21

TENANT:

BY: _____
Kevin R. Greenfield, Chair
Macon County Board

Date _____

ATTEST:

Josh Tanner, Macon County Clerk

**MACON COUNTY BOARD RESOLUTION APPROVING
INCREASE IN APPROPRIATIONS IN THE FY21
GENERAL FUND BUDGET FOR LOCAL CURE PROGRAM
ASSISTANCE TO DISABLED AMERICAN VETERANS**

RESOLUTION NO. G- 5255- 03-21

WHEREAS, Macon County has received funds from the Local Coronavirus Urgent Remediation Emergency Support (Local CURE) Program funded from the CARES Act and administered through the Illinois Department of Commerce and Economic Opportunity in the amount of \$610,215 as financial support in responding to or mitigating COVID-19; and

WHEREAS, a Macon County veterans group, Disabled American Veterans (DAV), which operates an eating establishment in the county outside of city limits, has had to curtail business due to COVID-19; and

WHEREAS, the Macon County Board wishes to provide financial assistance to help cover losses associated with the reduction of business as evidenced by financials provided for 2020; and

WHEREAS, these circumstances have given rise to an emergency situation in that this expense is not included in the FY 21 budget and this assistance opportunity will be lost without amending this budget; and

WHEREAS, the proposed budget amendment was discussed by the Macon County Finance Committee on March 1, 2021 and agreed to allow it to go to the full Board for approval; and

WHEREAS, the amending of the General Fund FY21 budget as follows:

001-020-8115-000 COVID RELIEF EXPENSES \$ 16,200

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the General Fund Budget by increasing appropriations as noted above.

BE IT FURTHER RESOLVED that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 11th day of March, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROVING
INCREASE IN APPROPRIATIONS IN THE FY21
GENERAL FUND BUDGET FOR SHERIFF OFFICE
CUSTOM APPLICATION COMMUNICATIONS TOOL**

RESOLUTION NO. G-5256-03-21

WHEREAS, Macon County has received funds from the Local Coronavirus Urgent Remediation Emergency Support (Local CURE) Program funded from the CARES Act and administered through the Illinois Department of Commerce and Economic Opportunity in the amount of \$610,215 as financial support in responding to or mitigating COVID-19; and

WHEREAS, a technology tool in the form of a custom application has been made available to the Macon County Sheriff's Office to provide citizen access to a wide range of public health and safety information; and

WHEREAS, the Macon County Sheriff's Office wishes to provide this access to improve communication, provide emergency notifications, receive tips, maintain a social media presence, and provide press releases all on a common platform; and

WHEREAS, these circumstances have given rise to an emergency situation in that this expense is not included in the FY 21 budget and this communication application opportunity will be lost without amending this budget; and

WHEREAS, the proposed budget amendment was discussed by the Macon County Justice Committee on February 25, 2021 and was approved by the Finance Committee on March 1st, 2021; and

WHEREAS, the amending of the General Fund FY21 budget as follows:

001-020-8115-000 COVID RELIEF EXPENSES \$ 25,975.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the General Fund Budget by increasing appropriations as noted above.

BE IT FURTHER RESOLVED that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 11th day of March, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

