



**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE**
County of Champaign, Urbana, Illinois
Thursday, April 9, 2015 6:30 pm

Lyle Shields Meeting Room
Brookens Administrative Center
1776 E. Washington St., Urbana

Committee Members:

Gary Maxwell - Chair
Giraldo Rosales – Vice-Chair
Jack Anderson
Josh Hartke

Jeff Kibler
James Quisenberry
Rachel Schwartz

Facility Tour: ILEAS Building, 1701 E Main, Urbana - 5:25 pm – Meet in the ILEAS Executive Conference Room at 5:20. Tour will start at 5:25pm and conclude by 6:15pm.

AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda/Addenda
- IV. Approval of Minutes – March 3, 2015
- V. Public Participation
- VI. Communications
- VII. Sheriff's Operation Master Plan Q&A with Gorski Reifsteck and Kimme & Associates
- VIII. Approval of Army Corp of Engineering Lease (attached)
- IX. Approval of Mental Health Board Lease (attached)
- X. Approval to Release RFQ 2015-002 Facility Condition Assessment, Documentation, and Capital Planning Study for the County of Champaign Survey
- XI. Approval to Release Invitation To Bid ITB 2015-003 Courthouse Window Replacement Project
- XII. Facilities Director's Report
 - A. Update on the Satellite Jail Panel Investigation
 - B. Update on Nursing Home Water Heater Replacement
- XIII. Other Business
- XIV. Chair's Report
 - A. Future Meeting – Tuesday, May 5, 2015 at 6:30 pm
 - B. Tour of the County Highway Maintenance Facility at 5:25 pm prior to the May 5 Facilities Committee Meeting. Meet at County Highway at 5:20 pm. The tour will begin at 5:25 pm.
- XV. Designation of Items to be Placed on the Consent Agenda
- XVI. Adjournment

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Champaign County Board Facilities Committee
County of Champaign, Urbana, Illinois

MINUTES – SUBJECT TO REVIEW AND APPROVAL

DATE: Tuesday, March 3, 2015
TIME: 6:30 p.m.
PLACE: Lyle Shields Meeting Room
Brookens Administrative Center
1776 E. Washington, Urbana, IL 61802

Committee Members

Present	Absent
Gary Maxwell (Chair)	
Giraldo Rosales (Vice Chair)	
Jack Anderson	
Josh Hartke	
	Jeff Kibler
James Quisenberry	
Rachel Schwartz	

County Staff: Dana Brenner (Facilities Director); Deb Busey (County Administrator); Van Anderson (Deputy County Administrator of Finance); Linda Lane (Administrative Assistant)

Others Present: Chris Alix, John Jay, Pattsy Petrie, and Pius Weibel (Champaign County Board); members of the public

MINUTES

I. Call to Order

Committee Chair Maxwell called the meeting to order at 6:31 p.m.

II. Roll Call

A verbal roll call was taken and a quorum was declared present.

III. Approval of Minutes

A. February 3, 2015

MOTION by Mr. Rosales to approve the minutes of the February 3, 2015 meeting; seconded by Mr. Hartke. Upon vote, the **MOTION CARRIED unanimously**.

IV. Approval of Agenda

Mr. Maxwell said that item VII will be removed from the agenda. **MOTION** by Mr. Hartke to approve the agenda as amended; seconded by Mr. Quisenberry. Upon vote, the **MOTION CARRIED unanimously**.

V. Public Participation

Mr. Rohn Koester said he was inspired by what he heard at the County Board Study Session and felt there were possibilities for criminal justice reform. He said he heard the question asked if they need this much jail construction and are they losing the minimum security option by closing the downtown facility. He stated he also heard several people mention alternatives to incarceration and the importance of pre-trial services. Mr. Koester stated that Lynn Branham mentioned the possibility of a MacArthur Foundation grant, which starts at six figures and can become seven figures when renewed over the course of several years. Mr. Koester said he is happy the board is taking this slow and he was left with a lot of optimism.

42 **VI. Communications**
43 Mr. Maxwell stated that he consulted his daily horoscope and felt it was very instructive for tonight. He
44 read the horoscope, which said “It will feel as if you are taking one step forward and two steps back. If
45 you don’t give in to frustration or anger, you will accomplish everything on your agenda.”

46 **VII. Approval of Army Corp of Engineering Lease**
47 Removed from Agenda

48 **VIII. Discussion of Sheriff’s Operations Master Plan –Next Steps**
49 Mr. Van Anderson stated he sent a memo in the packet outlining how to move forward with this. He said
50 they were given a project schedule as part of the master plan report. He noted that one of the things that
51 stood out in the study session was that the cost of the facility became the focal point. Mr. Anderson
52 explained that the report is the first step in a 4-step process. He indicated the next step is the detailed
53 program statement and schematics, which is where the facility shape begins. He said this step will be a
54 time for interaction with the committee, the board, the sheriff, and with the public to get a better
55 configuration to be able to narrow down the price to a smaller range. Mr. Anderson said those plans will
56 allow step three, which is going out for the RFQ for the architectural/engineering services for the final
57 design plans. He stated they will work with the sheriff’s operations and the board to put together the bid
58 documents, at which time they will have the closest estimate for what the costs will be. He said the
59 fourth step is going out to bid and the incoming bids define the actual costs.

60 Mr. Anderson said they have some costs estimates, but it’s time to work through them and refine them.
61 He said one thing they’d asked Gorski-Reifsteck to do is estimate costs of the current satellite jail and the
62 courthouse addition if they were to be built beginning in 2017. Mr. Anderson said the satellite jail project
63 in 1995 cost \$10 million, which is \$22,650,000 in 2017 dollars. He noted the courthouse costs in 2000
64 were \$23,800,000, which in 2017 dollars is \$46,100,000. He noted the pricing gave perspective of the
65 magnitude of this project.

66 Ms. Schwartz asked if the cost of Step 2 was included in the current contract or if that was an extra cost.
67 Mr. Anderson replied a portion is included: Activity E has the detailed programming estimated at \$5,000-
68 \$40,000 depending on the option chosen, and the detailed schematics weren’t estimated at that time but
69 are estimated at approximately 15% of the project cost. He said that after the options are chosen the
70 actual costs will be negotiated. Ms. Schwartz asked if there are options other than the two they were
71 presented with. Mr. Anderson replied yes. Ms. Schwartz asked if there is money in the budget for the
72 next steps. Mr. Anderson replied no.

73 Mr. Quisenberry feels the plan covers more fluctuations than he wants to support. He said there is no
74 opportunity for the committee or the board to come back with constraints of what they are able to do.
75 He said he felt the proposal, from an operations standpoint, is the best scenario, but thinks there is still
76 an opportunity to talk about constraints, economies of scale, and opportunities for cooperation. Mr.
77 Quisenberry said there are other needs for organizations of government that are aligned with the need
78 to have an improved sheriff’s operation, but didn’t know if they’d been fully investigated. Mr.
79 Quisenberry noted that there have been opportunities in the past that weren’t acted upon and now
80 there is regret. He said he wants to know they can have input and investigate those possibilities before
81 starting drawings. He sees three or four additional possibilities on the table that are built around the two
82 main plans. He doesn’t think they’ve had the complete reaction they need before drawing things on
83 paper.

84 Mr. Hartke agreed with Mr. Quisenberry. He wanted to add one thing that hasn’t been addressed, which
85 is how are they going to pay for this. He said he realizes that is a question more for the Finance
86 Committee but he can’t see moving forward paying for plans on a building they don’t know how to pay
87 for. He felt they need to look at how to scale back the plan. He said if he saw option three being \$2.7
88 million just to get things up to code and do basic maintenance, he might be willing to try to find the
89 money for that. He didn’t feel the community is willing to make the larger investment.

90 Mr. Maxwell noted that this process is going to be slow and deliberate. He said they may have to look at
91 other options. He felt they needed to look at some things and work within the board. He said he's not
92 ready to go to plans and wasn't sure next month would be appropriate. He indicated they still have a lot
93 of work to do.

94 Ms. Schwartz asked if because the money to fund the second step is necessary, would they have to wait
95 until the next fiscal year. Ms. Busey said not necessarily, that they could amend the budget this year but
96 they would be spending money from the safety sales tax fund or the general fund.

97 Mr. Weibel said he sees five options: the two option proposed; doing just the satellite jail addition and
98 very little to the sheriff's space; doing the \$2.7 million maintenance option; or doing nothing. Mr. Weibel
99 asked what the cost of the next phase is. Ms. Busey answered approximately \$300,000.

100 Ms. Busey asked for any direction to staff so the discussion continues in April, such as further
101 investigation or more information.

102 Mr. Weibel felt they should look at the \$2.765 million maintenance-repair option over three years. Ms.
103 Schwartz said she would like to see the other options Mr. Kimme didn't include in the report. Mr.
104 Quisenberry said he feels very strongly about not putting the downtown facility back on the table. Mr.
105 Jack Anderson agreed with Mr. Quisenberry and feels there are alternatives to minimum security other
106 than the downtown facility. He felt the current design at the satellite jail isn't good and wasn't state of
107 the art when it was built. He noted that getting rid of the downtown facility means they have to build
108 something and felt the number of beds recommended isn't unreasonable. He said this needs to be
109 addressed and hopes the community realizes it and it doesn't keep getting pushed off. Ms. Petrie felt the
110 personnel savings isn't as great as previously discussed and suggested talking to the Sheriff about that.
111 She also pointed out that Kimme does have other options.

112 Ms. Busey asked if the committee was asking for the consultants and the Sheriff to be at the April
113 meeting so they can have a conversation and ask questions. Mr. Maxwell replied that they need to see a
114 plan to pay for programming and schematics brought to them in either April or May. He said they also
115 need to see a more defined set of costs and needs to operate the satellite jail for the next 3-5 years. Mr.
116 Maxwell said that over the next month they should look to see if they need Kimme to come back for
117 discussions and talk to the Sheriff. Mr. Maxwell stated that he doesn't believe the number of beds
118 proposed is out of line. He noted that the population in the County will increase over the next 50 years
119 and doesn't think they are overbuilding. He encouraged the committee to look at the files for the
120 downtown and satellite jails. He said those boards were under tremendous pressure and hoped this
121 board can avoid that.

122 Mr. Jay said you can build all you want but the buildings must be taken care of. He stated the buildings
123 are in the shape they are now because of neglect on the part of previous boards. Mr. Jay said if you don't
124 take care of what you have then you don't have any business building new.

125 IX. Facilities Director's Report

126 A. Review GHR's Nursing Home Mechanical Study

127 Mr. Brenner reported that the study off all the mechanicals at the nursing home was completed by
128 GHR in December. He said they asked GHR to rank items into three areas: first is life safety; second is
129 code compliance; and third is system efficiency. He pointed out that they have a tremendous boiler
130 issue because the boiler intake is feet away from the dryer vent on the roof. He explained that lint
131 from the dryers has gotten into the boilers and one of four boilers has been decommissioned. He said
132 the remaining three have similar issues and that two of them now have the intake air coming from
133 the mechanical room, which isn't good. He reported that the nursing home is aware they need to
134 address the laundry issue.

135 Mr. Brenner said the issue of hot water also came up. He stated that GHR didn't pull the burners,
136 which should last 8-12 years. He said these are eight years old now and had the burners removed
137 when an issue came up. He said the air intakes inside the units have rusted, there are holes in four

138 out of the five units, and that they aren't very efficient. He said the first thing they need to address in
139 FY15 is the hot water, followed by the boilers. Mr. Brenner said that will cost more than the \$350,000
140 they have to work with each year. He explained the sheet showing the physical plant's plan for the
141 mechanical systems, spreading the projects out over the next 5-10 years. He noted the total estimate
142 is just over \$2 million on an eight year old building. He said they will work with the nursing home
143 management team to determine how to move forward to replace these items over the next 10 years.

144 **B. Update on the Courthouse LED Light Replacement**

145 Mr. Brenner stated that the 510 LED bulbs came in. He reported they are about 60% through the
146 process of replacement, and that the remaining lights that require a lift will be done Saturday. He
147 indicated that the rest of the fixtures should be completed next week.

148 **C. Update on the Courthouse Window Replacement**

149 Mr. Brenner gave a handout showing the scope of work for the project and said there is \$215,000
150 budgeted this year for this project. He stated that IGW was hired to put together a preliminary
151 design, will help with the construction documents and assist through the bidding, as well as some
152 contract administration. Mr. Brenner noted that over 60 offices will be impacted and felt they could
153 get three offices completed per day. He stated that they will have a stipulation in the bid documents
154 and contract that any wall damage will be the responsibility of the low bidder to repair. He said bid
155 documents will be brought before the committee in April for review and comment. Mr. Brenner
156 thinks they will be able to start the project around June 22 and it will take all summer to complete.

157 Mr. Brenner stated that an agreement had been worked out with ERA for the pre-cast panel investigation
158 at the satellite jail. He said there is a kick-off meeting scheduled for March 20 to discuss a work plan. He
159 said he hopes to start the project in April, weather dependent, and said he will have more to report at the
160 next meeting.

161 **X. Other Business**

162 Ms. Petrie said she hopes everyone read very carefully the needs of the nursing home and felt most
163 things in the report are design issues. She hopes everyone thinks about that as they look at doing even
164 larger and more expensive projects.

165 Mr. Brenner reported that a check had been received from the clock tower committee for the lights and
166 labor that they had agreed to pay for.

167 **XI. Chair's Report**

168 A. Future Meeting – THURSDAY, April 9 at 6:30 pm in the ILEAS Executive Conference Room

169 B. Tour of the ILEAS Building, 1701 E Main, Urbana at 5:45 pm prior to the April Facilities Committee
170 Meeting

171 Mr. Maxwell thanked Mr. Brenner, staff, and GHR for the nursing home report. He said that in addition to
172 the MEP needs, there are refurbishing, repainting, and refurnishing issues that will require significant
173 additional resources in the coming years.

174 Mr. Maxwell said there has been talk about moving the meeting to 6:00 pm and said he is willing to
175 entertain the idea for the summer. Ms. Busey said they will need an action to amend the annual calendar
176 if they decide to do that. Mr. Brenner stated that if they move the meeting to 6:00 it could impact the
177 ability to continue facility tours. Mr. Weibel felt that 6:30 was a better time for the public.

178 **XII. Semi-Annual Review of Closed Session Minutes**

179 **MOTION** by Mr. Quisenberry to keep closed session minutes closed; seconded by Mr. Hartke. Upon vote,
180 the **MOTION CARRIED unanimously.**

181 **XIII. Designation of Items to be Placed on the Consent Agenda**

182 Mr. Maxwell stated that there are no items to be placed on the consent agenda.

183 **XIV. Adjournment**

184 There being no further business, Mr. Maxwell adjourned the meeting at 7:40 p.m.

**LAND LEASE
FOR PRIVATELY OWNED PROPERTY
BETWEEN
THE CHAMPAIGN COUNTY BOARD
AND
THE UNITED STATES OF AMERICA**

1. **THIS LEASE**, made and entered into this _____ day of April in the year of 2015,

by: **The Champaign County Board**
whose address is: **1776 East Washington Street**
Urbana, Illinois 61802

and whose interest in the property is that of the owner, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Lessee.

In consideration for RENT the parties promise and agree as follows:

2. **PROPERTY:** The Lessor leases to the Lessee the following described property located at 2001 East Main Street, Urbana, Illinois:

A tract or parcel of land situated in the County of Champaign, State of Illinois, more particularly described as follows:

Beginning at the intersection of the Sixth right-of-way line of East Main Street in the City of Urbana, Illinois with the East line of Section 16, Township 19 North, Range 9 East of the 3rd Principal Meridian; thence West 470 feet along the South right-of-way line of East Main Street to a point; thence South parallel with the East section line of said Section 16 a distance of 550 feet to a point; thence East parallel with the South right-of-way line of East Main Street to a point in the East line of Section 16; thence North along said Section line a distance of 550 feet to the point of beginning, containing 5.94 acres, more or less;

as shown in Exhibit "A", attached and made a part of this agreement, to be used for the Lessee's purposes.

3. LEASE TERM: The Lessee shall have the right to have and to hold the said premises, or any portion thereof, for the period beginning **1 April 2015 through 31 March 2020**. The Lessee shall have the right to renew this lease from year to year or for a lesser period of time, under the same terms, conditions and consideration provided herein. The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current term, provided further that the renewal of this lease is subject to adequate appropriations being made available from year to year for the payment of rentals. If Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current lease term, this lease will expire, with no further notice being required from Lessee, at the end of the current lease term.

4. RENTAL: The Lessee shall pay the Lessor rent at the following rate:
From 1 April 2015 to 30 March 2016 – Forty-One Thousand Two Hundred Eight Dollars and 96/100 (\$41,208.96) annually at the rate of Three Thousand Four Hundred Thirty Four Dollars and 08/100 (\$3,434.08) per month in arrears. Rent for a lesser period shall be prorated.
For every lease period on or after 1 April 2016 – Rent as charged in the previous rental period plus CPI (as documented to Champaign County by the Illinois Department of Revenue in January of the renewal year, to determine the maximum extension under the Property Tax Extension Limitation Law), except that if the CPI is negative, the rent shall be adjusted by 0%, and if the CPI exceeds 5%, the rent increase shall be capped at 5%.

5. OWNERSHIP: The Lessor warrants that he is the rightful and legal owner of the property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease the property, the lease shall terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to **refund all rentals paid**.

6. EXCLUSIVE USE: The Lessor shall not interfere with or restrict the Lessee, or its representatives in the use and enjoyment of the leased property, nor shall the Lessor erect any fence, wall, partition or any construction upon the leased, property except as otherwise agreed to in writing by the Lessee.

7. TERMINATION:

a. The Lessor or Lessee may terminate this lease at any time in whole or in part, by giving ninety (90) day notice in writing to the Lessor and no rental shall be due for payment after the effective date of termination. Said notice shall be the day after the date of mailing, or hand delivery. The monthly rental shall be adjusted in proportion with the reduction of space on a Partial Termination and shall be calculated pro rata unit of measure for the remaining lease area premises.

b. Termination in whole or in part shall be effective upon written notice; however, the parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

8. ALTERATIONS/RESTORATION/RELEASE OF LIABILITY: The Lessee shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures, so placed in, upon or attached to the said premises shall be and remain the property of the Lessee and may be removed or left in place at the option of the Lessee. The Lessor hereby releases and forever discharges the Lessee, its officers, employees and/or contractors from any and all liability, claims or demands for site restoration of the leased premises.

9. DAMAGES: The Lessee shall not be responsible for combat or war related damages to the leased premises; the Lessee shall be liable only for damage resulting from negligence or misconduct of Lessee personnel. The Lessee shall not be liable for any loss, destruction or damage to the premises beyond the control and without the fault of negligence of the Lessee, including, but not limited to acts of nature, fire, lightning, floods, or severe weather. The parties agree that any settlement of damages by the Lessee, if any, shall be done at termination of the lease and shall be subject to the availability of funds.

10. PROPERTY INVENTORY: As of the starting date of this lease, a joint inventory and condition report of all personal property of the Lessor included in this lease, and also a joint physical survey and inspection report of the real property shall be made, said reports to reflect the then present condition, and to be signed on behalf of the parties.

11. TAXES: The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease or which may be assessed against the property. This includes registration of the lease and payment of related charges.

12. NOTICE: Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

Champaign County Board
1776 East Washington Street
Urbana, Illinois 61802

and if given by the Lessor shall be addressed to the Lessee at:

U.S. Army Engineer District
Louisville District Corps of Engineers
ATTN: RE-M (Room 137)
P.O. Box 59
Louisville, KY 40201-0059

13. COVENANT AGAINST CONTINGENT FEES: The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, expecting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose for securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

14. OFFICIALS NOT TO BENEFIT: No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

15. GRATUITIES:

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

16. EXAMINATION OF RECORDS: The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.

17. MODIFICATION: No change or modification of this lease shall be effective unless it is in writing and signed by both parties to this lease.

18. SPECIAL CONDITIONS:

a. Structures which exist on the property and were constructed by the Lessee under the previous Land Lease (DA-11-032-ENG-6866) shall remain property of the Lessee and may be removed or left in place at the option of the Lessee upon termination of this Lease. Lessor assumes no responsibility for structure. Structure is solely the responsibility of the Lessee.

19. DISCLAIMER: The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in and are chargeable to Procurement Authority Number quoted below, the available balance of which is sufficient to cover cost of same:

**2102080 0000 0 BR BRCJ 131R79T000 232Z 2WFDCA
IL0733F0LEA001 FDCA2W 012167**

"THE GOVERNMENT'S OBLIGATION HEREUNDER IS MADE CONTINGENT UPON CONGRESS ENACTING APPROPRIATIONS."

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

LESSOR:

CHAMPAIGN COUNTY BOARD

Pattsi Petrie
Chair, Champaign County Board

LESSEE:

THE UNITED STATES OF AMERICA
TBD
Chief, Real Estate Division
Louisville District Corps of Engineers

CERTIFICATE OF AUTHORITY

I, Gordy Hulten certify that I am the County Clerk
(Name of clerk or appropriate official) (Title)

of the Champaign County that Pattsi Petrie
(Name of Govt entity) (Name of Officer Signing Lease)

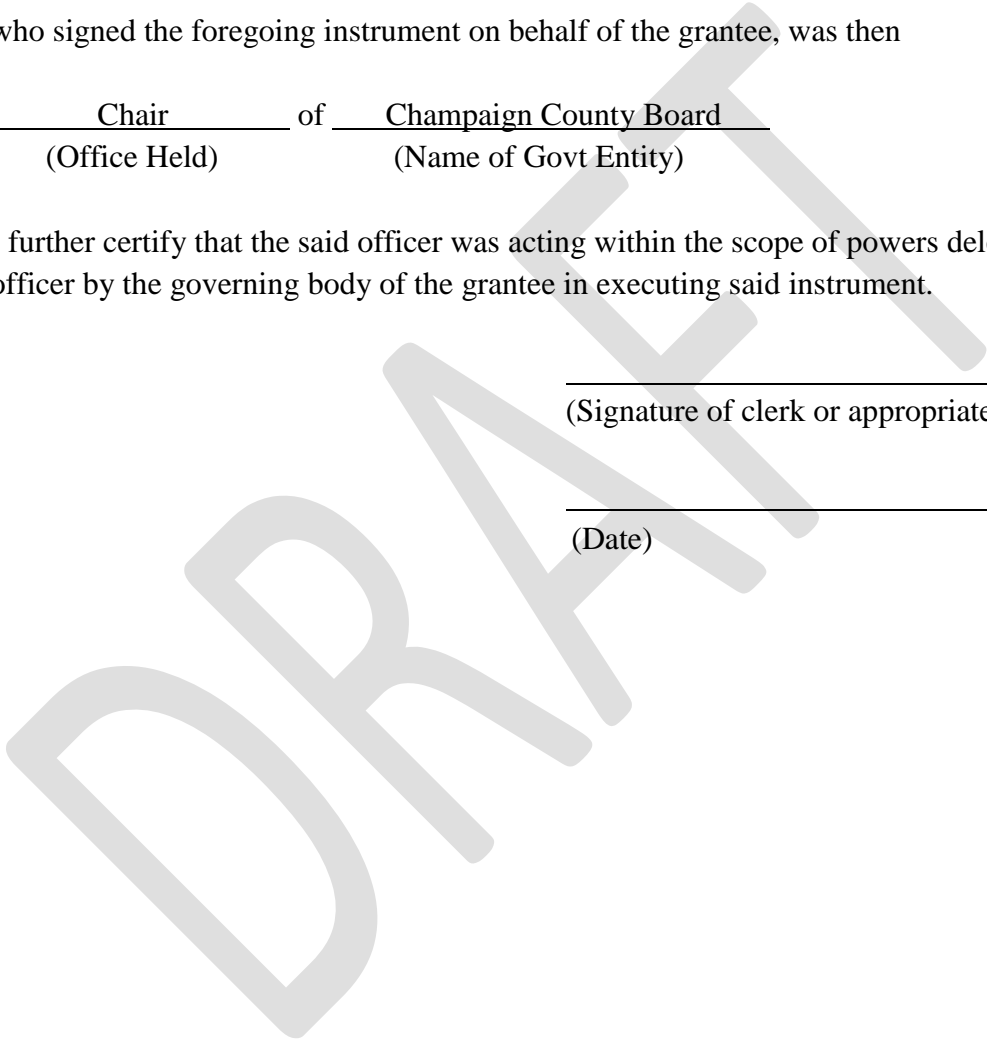
who signed the foregoing instrument on behalf of the grantee, was then

Chair of Champaign County Board
(Office Held) (Name of Govt Entity)

I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the grantee in executing said instrument.

(Signature of clerk or appropriate official)

(Date)



**LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN
AND THE CHAMPAIGN COUNTY MENTAL HEALTH BOARD & DEVELOPMENTAL DISABILITIES
BOARD**

THIS LEASE AGREEMENT is and entered into this **first day of April, 2015**, by and between the County of Champaign (hereinafter referred to as "Landlord") and the Champaign County Board Mental Health Board and Developmental Disabilities Board (hereinafter referred to as "Tenant").

ARTICLE I

Premises

Landlord does hereby lease to Tenant office space located in Room 201, 240-245 of Pod 200 of the Champaign County Brookens Administrative Center, which is located at 1776 East Washington Street, Urbana, Illinois. The Tenant will lease 3,044 square feet of office space during the period of **April 1, 2015 – March 31, 2017**. The office space leased is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A" & Exhibit "B".

ARTICLE II

Term

This lease shall be for a two-year period commencing on **April 1, 2015 and ending on March 31, 2017**. The Tenant is required to give the Landlord notice at least ninety (90) days prior to the end of each lease period if the Tenant does not wish to renew the lease. Landlord shall give Tenant written notice of the availability of other space in the Brookens Administrative Center as it becomes available, and shall give Tenant the first option to renew that available space, which said option must be exercised by the Tenant within ninety (90) days of the written notice of availability.

ARTICLE III

Rent

Rent for said premises shall be at the following rates:

- a) From April 1, 2015 to March 31, 2016 – The rent for this term shall be **\$35,432.16** annually (\$11.64 x 3,044 sq ft) with a monthly payment of **\$2,952.68** due on the first day of each calendar month.
- b) From April 1, 2016 to March 31, 2017 - Rent as charged April 1, 2015 to March 31, 2016 plus CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2016, to determine the maximum extension under the Property Tax Extension Limitation Law), except if the CPI is negative, then the rent shall be adjusted by 0%, and if the CPI exceeds 5%, the rent increase shall be capped at 5%.

ARTICLE IV

Utilities

At no additional cost to Tenant, Landlord shall provide electric current, plumbing, and heat and air conditioning, during the appropriate seasons. Landlord shall not be liable for failure to furnish or for suspension or delays in furnishing any utilities caused by breakdown, maintenance or repair work, strike, riot, civil disturbance, or any cause or reason whatsoever beyond the control of the Landlord.

ARTICLE V

Use of Premises

- a) Tenant shall use and occupy the leased premises as a business office for the Champaign County Mental Health Board & Developmental Disabilities Board and the Champaign County Mental Health Board Access Initiative Project and for no other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use or permit the leased premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose.
- b) Tenant shall commit no act of waste and shall take good care of the leased Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the leased premises, conform to all laws, orders, and regulations of the federal, state, and municipal or local governments or any of their departments. Tenant further agrees to save Landlord harmless from all fines, penalties and costs for violations of or non-compliance with the same.
- c) Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the leased premises beyond that made known to Landlord at the time of execution of this lease.
- d) Tenant shall not use any equipment or engage in any activity on the leased premises which shall cause an increase in the insurance rate of the Brookens Administrative Center or which shall create or cause undue expense to Landlord for maintenance and/or utilities.
- e) At the expiration or other termination of this lease, Tenant shall surrender and deliver the leased premises in as good a condition as when Tenant first received possession of the leased premises, ordinary wear and tear and damage by the elements, fire, and other unavoidable casualty excepted. Tenant shall serve upon Landlord within ninety (90) days of the commencement of this lease written notice specifying what parts, if any, of the leased premises are not in good order.

ARTICLE VI

Subletting and Assignment

Tenant shall not, without first obtaining the written consent of Landlord, assign, mortgage, pledge, or encumber this lease, or sublet the leased premises or any part thereof.

ARTICLE VII

Alterations

- a) Tenant will not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the leased premises or any part thereof, without the prior written approval of Landlord of the design, plans and specifications therefore, which approval shall not unreasonable be withheld. Tenant shall keep the leased premises and the building and grounds of which it is a part free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including mechanic's liens.
- b) It is distinctly understood that all alterations, installations, changes, replacement, additions, or improvements upon the leased premises made by the Tenant pursuant to (a) herein, shall at the election of Landlord, remain upon the leased premises and be surrendered with the leased premises at the expiration of this lease without disturbance or injury. Should Landlord elect that same be removed upon termination of this lease or any extension thereof, Tenant hereby agrees to cause same to be removed at the sole cost and expense of Tenant. Should Tenant fail to remove same, then Landlord may cause same to be removed, and Tenant hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages with Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.
- c) Maintenance and repair of any items installed pursuant hereto shall be the sole responsibility of Tenant, and Landlord shall have no obligation in connection therewith.
- d) Tenant shall promptly repair any and all damage caused to the leased premises or to the building and grounds of which the leased premises are a part occasioned by the installation or removal of any alteration made pursuant hereto.

ARTICLE VIII

Parking

- a) At no additional cost to Tenant, Tenant's employees may park in the rear parking lot, located at the northern and northeastern portion of the property. Parking spaces shall be available on first-come-first-served basis.
- b) Tenant's temporary business guests and visitors will be permitted to use the visitors' reserved parking spaces available off Washington Avenue and in the northeast parking

lot off of Lierman Avenue. Parking spaces shall be available on a first-come-first-served basis.

ARTICLE IX

Signs, Notices, Advertisements, Etc.

- a) Landlord shall place a sign with Tenant's name on the exterior of the building of which the leased premises is a part.
- b) Tenant shall not inscribe, print, affix, or otherwise place any sign, advertisement, or notice on the grounds, or the exterior or interior of the building of which the leased premises is a part, except on the doors of leased premises and only in a size, color and style approved by Landlord.

ARTICLE X

Services

At no additional cost, Landlord agrees to furnish custodial services that are customary in the building of which the leased premises are a part. Landlord shall furnish adequate lavatory supplies and normal and usual maintenance, Mondays through Fridays, except that, during weeks having a legal holiday during the normal work week, such services shall not be available on such holidays.

ARTICLE XI

Damage to Premises

If, without the fault of Tenant, the leased premises is damaged by fire or other casualty to such extent that the leased premises is totally destroyed or if the damage occurs during the last six (6) months of the term of this lease, this lease shall cease and rent shall be apportioned to the time of the damage. In all other cases when the leased premises is damaged by fire or other casualty, without the fault of Tenant, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the leased premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. However, should the leased premises not be restored to tenantable condition within three (3) months from the date of said damage, then Tenant may, at is option, cancel and terminate this lease in its entirety. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond Landlord's control. If the damage results from the fault of Tenant, or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent.

No compensation, claim, or diminution of rent shall be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the leased premises or any portion of the building of which it is a part, however, the necessity may occur.

Landlord shall not be liable for damages for, nor shall this lease be affected by, conditions arising or resulting from construction on contiguous premises which may affect the building of which the leased premises is a part.

ARTICLE XII

Access

Landlord, its agents and employees, shall have the right to enter the leased premises at all reasonable hours and necessary times to inspect the premises and to make necessary repairs and improvements to the premises and the building in which the premises is located.

ARTICLE XIII

Landlord's Remedies on Default

If Tenant defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions of this lease agreement, Landlord may give Tenant notice of the default. If Tenant does not cure any rent default within fifteen (15) days, or other default within twenty-one (21) days, after the giving of the notice, or if such other default is of such nature that it cannot be completely cured within such period, and Tenant does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Landlord may terminate this lease on not less fifteen (15) days' notice to Tenant. On the date specified in the notice, the term of this lease will terminate and Tenant will then quit and surrender the premises to Landlord, but Tenant will remain liable for any deficiencies in rent or damage to the property. If this lease is so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and its or their effects.

ARTICLE XIV

Cumulative Remedies and Waiver

The specified remedies to which Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this lease. The failure of Landlord to insist on strict performance of any covenant or condition of this lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. No waiver by Landlord of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

ARTICLE XV

Partial Invalidity

Should any provision of this lease be or become invalid or unenforceable, the remaining provisions shall be and continue to be fully effective.

ARTICLE XVI

Successors

All of the terms and provisions of this lease shall be binding upon and inure to the benefit of and be enforceable by and upon the representatives, successors and assigns of Landlord and Tenant.

ARTICLE XVII

Notices and Payments

All rent or other payments under this lease shall be paid to Landlord at Champaign County Treasurer's Office, 1776 East Washington Street, Urbana, Illinois, 61802, or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord addressed to Champaign County Administrator/Facilities & Procurement, 1776 East Washington Street, Urbana, Illinois 61802. All notices to Tenant shall be in writing and shall be furnished by Landlord by mailing the same by certified mail addressed to Champaign County Mental Health Board, 1776 East Washington Street, Urbana, Illinois 61802.

ARTICLE XVIII

Governing Law

This lease shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois.

ARTICLE XIX

Titles

All titles, captions and headings contained in this lease are for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

ARTICLE XX

Entire Agreement

The terms of this lease constitute the whole and entire agreement between the parties and supersede any and all prior understandings, discussions, agreements or otherwise between the parties hereto with respect to the subject matter hereof.

ARTICLE XXI

Amendment

No amendment to this lease shall be effective unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered to be an original.

Landlord:

COUNTY OF CHAMPAIGN, ILLINOIS

By: _____ Date: _____
Patti Petrie, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk and
Ex-Officio Clerk of the County Board

Tenant:

CHAMPAIGN COUNTY DEVELOPMENTAL DISABILITIES BOARD

By: _____ Date: _____

ATTEST: _____

Tenant:

CHAMPAIGN COUNTY MENTAL HEALTH BOARD

By: _____ Date: _____

ATTEST: _____