



**CHAMPAIGN COUNTY BOARD  
FACILITIES COMMITTEE AGENDA**  
**County of Champaign, Urbana, Illinois**  
Monday, November 8, 2021 at 6:30  
Shields-Carter Meeting Room  
Brookens Administrative Center  
1776 E. Washington St., Urbana, IL 61802

**Committee Members:**

Steve Summers – Chair    Emily Rodriguez  
Stan Harper – Vice Chair   Leah Taylor  
Jim Goss                      Jodi Wolken  
Bethany Vanichtheeranont  
Jenny Lokshin

<b><u>Agenda</u></b>	<b><u>Page #</u></b>
I. Call to Order and Roll Call	
II. Approval of Agenda/Addenda	
III. Approval of Minutes – September 7, 2021	1-3
IV. Public Participation	
V. Communications	
VI. New Business	
A. Discussion of Humane Society Facility and Land Lease – George Amaya, President of Humane Society Board and Mary Tiefenbrunn, Executive Director – (Attached August 20, 2015 thru December 31, 2026 Signed Land Lease)	4-7
B. Update on ITB#2021-007 Brookens POD's #300 & 400 EPDM Rubber Roof Membrane Replacement and Salt Dome Asphalt Shingle Replacement	
C. Update on Salt Dome Asphalt Shingle Replacement	
D. Update on ITB#2021-003 Satellite Jail HVAC Replacement	
E. Update on ITB#2021-004 Hail Damaged HVAC Replacement	
F. Approval of GIS Lease Agreement – (Attached)	8-15
G. Approval of RPC Lease Agreement – (To be E-Mailed on Monday, November 8, 2021)	
VII. Other Business	
A. Semi-Annual Review of Closed Session Minutes	

VIII. Presiding Officer's Report

A. Future Meeting – **Tuesday, December 7, 2021**

@ 6:30pm

IX. Designation of Items to be Placed on the Consent  
Agenda

X. Adjournment

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue.

Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

**CHAMPAIGN COUNTY BOARD  
FACILITIES COMMITTEE  
County of Champaign, Urbana, Illinois**

**MINUTES – Pending Approval**

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**DATE:** Wednesday September 7, 2021  
**TIME:** 6:34 p.m.  
**PLACE:** Lyle Shields Meeting Room  
Brookens Administrative Center, 1776 E. Washington St., Urbana IL 61802

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**Committee Members**

**Present:** Steve Summers, Jodi Wolken, Jenny Lokshin, Stan Harper, Emily Rodriguez, Jim Goss.

**Absent:** Leah Taylor

**County Staff:** Dana Brenner (Facilities Director), Dan Busey (Recording Clerk)

**Others Present:** Todd Higginbotham, Richard VanNote

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**Agenda**

- I. Call to Order and Roll Call**  
Committee Chair Summers called the meeting to order at 6:34 P.M.
- II. Approval of Agenda/Addenda**  
**Moved** by Mr. Harper to approve the agenda; seconded by Ms. Lokshin Upon Roll Call Vote, the **Motion Carried Unanimously.**
- III. Approval of Minutes – August 11, 2021**  
**Moved** by Ms. Wolken to approve the minutes from June 8, 2021; seconded by Mr. Goss. Upon Voice Vote, the **Motion Carried Unanimously.**
- IV. Public Participation**  
**None.**
- V. Communications**  
**None.**
- VI. New Business**
  - A. Update on ILEAS Asphalt Shingle Replacement**  
Mr. Brenner, Facilities Director, updated the committee on the project. River City Roofing has completed the asphalt shingle replacement project and submitted their only and final pay application for \$299,280.00. Reminder that this is an insurance funded project. Cincinnati Insurance has issued one check to the County for \$173,593.19, and a second check will be issued tomorrow for \$94,731.37 (recoverable depreciation). With the deposit of the second Cincinnati Insurance check, the County will have \$268,324.57 to apply to the River City pay application. Cincinnati insurance

has been provided with all this information and will evaluate River City's information to see how much of the \$30,955.00 unfunded portion of work they will cover. Any shortage not covered by insurance will be carried by our Capital Asset Fund.

- B. Update on Courthouse Asphalt Shingle Replacement.  
Mr. Brenner updated the committee on the project. The project is starting the third full week and is almost completed the asphalt shingle replacement of the original building. The contractor Knickerbocker Roofing has been outstanding to work with so far. Knickerbocker's safety measures for their staff and County employees and public working in or visiting the Courthouse have been terrific to date. Bailey Edward Architecture's Todd Higginbotham gave a further update as to Knickerbocker's progress.
- C. Update on ITB#2021-007 Brookens POD's #300 & 400 EPDM Rubber Roof Membrane Replacement and Salt Dome Asphalt Shingle Replacement.  
Mr. Brenner updated the committee on the project. Knickerbocker Roofing was the low bidder for the Brookens EPDM Roof Replacement Project. Their low bid was \$848,100.00. Cincinnati Insurance estimated the replacement cost to \$596,019.78. Obviously, there is a significant difference between their estimate and the bid price (\$252,080.22). Upon opening the Brookens Roof bids on July 9, 2021 we contacted Cincinnati Insurance adjustors and asked them to again visit Brookens and evaluate the difference of their replacement cost and bid amount. Cincinnati toured Brookens and the Salt Dome on August 17<sup>th</sup>. We have been waiting for confirmation that they will increase their replacement cost price. Bailey Edward Architecture's Todd Higginbotham provided more information/updates regarding the Salt Dome.
- D. Discussion and Approval of Salt Dome Asphalt Shingle Replacement Project Bid ITB#2021-010.  
Bailey Edward's Todd Higginbotham provided some information on the new bid documents for the Salt Dome project. Mr. Higginbotham spoke about meeting with Cincinnati Insurance and his hopes that they will come closer to the bid. New bid documents were provided in the committee packet. **Moved** by Mr. Harper to approve project bid; seconded by Ms. Rodriguez. Upon Voice Vote, the **Motion Carried Unanimously**.
- E. Update on ITB#2021-003 Satellite Jail HVAC Replacement.  
Low bidder for this project was Davis-Houk, a local HVAC Contractor. Their bid was \$1,439,750.00. GHR Engineering's Richard VanNote provided the latest updates on the project and schedule. The original Bar Joyce design is being replaced with a beam design due to material shortages. Mr. Van Note believes that the work should be able to be done by the end of the year. Mr. Brenner pointed out that Corrections has asked to not move inmates during the project and that extra measures are being taken to accommodate their request. Mr. Summers voiced his appreciation for these efforts. Mr. Harper and Mr. VanNote had a conversation regarding how this new design would affect the bid. Ms. Lokshin and Mr. VanNote had a conversation regarding the new design's durability and longevity, which should not be affected.

- F. Update on ITB#2021-004 Hail Damaged HVAC Replacement.  
Low bidder for this project was Helm Service. Their bid was \$453,372.00. GHR Engineering's Richard VanNote provided the latest updates on our project and schedule. Mr. VanNote explained that they are waiting for equipment and that this project is a 1 for 1 replacement. Mr. VanNote informed the committee that once the equipment is received that a schedule will be created, and the project will move forward.

**VII. Other Business**

Ms. Rodriguez stated that several her constituents have reached out to her and have asked for the opportunity to tour the Courthouse. Mr. Brenner said that he would be happy to set up a tour for them.

**VIII. Presiding Officer's Report**

A. Future Meeting – **Tuesday, October 5, 2021 @ 6:30pm**

**IX. Designation of Items to be Placed on the Consent Agenda**  
**None.**

**X. Adjournment**

The meeting adjourned at 7:01 P.M.

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue.

Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

**LAND LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN  
AND THE CHAMPAIGN COUNTY HUMANE SOCIETY**

This lease agreement is made and entered into this 20<sup>th</sup> day of August, 2015, by and between the County of Champaign (hereinafter referred to as "Landlord") and the Champaign County Humane Society (hereinafter referred to as "Tenant").

**ARTICLE I**

**Premises**

Landlord does hereby lease to Tenant a tract or parcel of land, containing 3 acres, more or less, situated in Champaign County, State of Illinois, more particularly described as follows:

Commencing at the intersection of the South 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 3<sup>rd</sup> Principal Meridian; thence South a distance of 583' along the East line of said Sec. 16 to the point of beginning; thence West a distance of 470' along a parallel of the East Main Street South Right-of-Way line; thence South a distance of 278.04' parallel with the East line of said Sec. 16; thence East a distance of 470' along a parallel of the East Main Street South Right-of-Way line to a point in the line of the East line of said Sec. 16 to the point of beginning, at the corner of a tract described in Book 648, Page 40 of the Champaign County Recorder's Office.

**ARTICLE II**

**Term**

This lease agreement shall commence January 1, 2016 and continue through and including December 31, 2026, unless sooner terminated or extended by written agreement of the parties, with an option to renew for three additional five-year term if notice of intent to renew is provided to the Landlord 90 days before the end of each lease term (the first renewal notice to occur by October 1, 2026), each renewal term to be subject to agreement by the parties regarding any change in the rental rate.

**ARTICLE III**

**Rent**

Rent for the said premises shall be at the following rate: \$583.33 per month for the first ten year term of the lease which is equal to an annual rate of \$7,000. If the Tenant seeks to renew this Lease for the subsequent five-year terms as set forth in Article II, the rent for the subsequent terms shall be negotiated by the parties before the renewal is executed. In the event the parties do not agree to the rental rate for the subsequent terms prior to December 1<sup>st</sup> of the renewal term year as documented in Article II, the option to renew shall be deemed to have been waived.

**ARTICLE IV**

**Use of Lease Premises**

1. Tenant shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, in accordance with applicable laws. The fixtures and

structures, or signs, so placed in, upon, or attached to the said premises shall be and remain the property of the Tenant and may be removed, abandoned or otherwise disposed of by the Tenant.

2. Tenant is granted an easement of access through County property to the leased premises. Access to the leased premises shall be solely by way of a driveway off of S. Art Bartell Drive on the County's Property. The Landlord will be responsible for maintenance of the S. Art Bartell Drive, the Tenant will be responsible for maintaining the driveway to its facility off of S. Art Bartell Drive.

3. The Landlord granted an easement for sanitary sewer purpose to the Tenant as indicated on the map, attached as Exhibit 1 and incorporated herein. The Tenant has been granted authority to tap into the Landlord's sewer line serving County facilities at the Tenant's expense. The Tenant shall not permit any further extension of the line, or use by any other entity without the express written permission of the Landlord. The Tenant shall arrange and be responsible for separate sanitary sewer billing from the Urbana-Champaign Sanitary District. The Tenant shall be responsible for any tap-in fees which may be charged by the Sanitary District. The Tenant shall be liable for all property damage on or to the property as a result of the installation or subsequent use of the tap-in line.

4. Easements for any other utilities shall be mutually agreed upon in writing by the parties.

5. The Landlord retains the right of entry at all reasonable and necessary times with reasonable notice to the Tenant to inspect the premises and to make necessary repairs to the premises.

6. The Tenant is responsible and liable for any ordinance, statutory or regulatory violations that result from Tenant's use or misuse of the property.

#### **ARTICLE V**

##### **Subletting and Assignment**

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

#### **ARTICLE VI**

##### **Insurance**

Tenant shall indemnify and hold the Landlord harmless for any liability which the Landlord may incur because of the Tenant's activities or use of this property or because of the activities or use by persons involved or permitted to use the property by the Tenant.

#### **ARTICLE VII**

##### **Cumulative Remedies and Waiver**

The specified remedies to which Landlord may be entitled under the terms of this lease agreement 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 as to any provision of this lease agreement. The failure of Landlord to insist on strict performance of any covenant or condition of this lease agreement, 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 agreement shall be deemed to have been made unless made in writing and signed by Landlord.

**ARTICLE XVIII**

**Partial Invalidity**

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

**ARTICLE XIX**

**Successors**

All of the terms and provisions of this lease agreement 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 XX**

**Notices and Payments**

All rent or other payments due by Tenant pursuant to this lease agreement shall be paid to Landlord at the office of the Champaign County Administrator, 1776 E. Washington St., Urbana, IL 61802, or 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, address to Champaign County Administrator, 1776 E. Washington St., Urbana, IL 61802. All notices from landlord to Tenant shall be in writing and shall be furnished by landlord by mailing the same by certified mail addressed to Champaign County Humane Society, 1911 E. Main Street, Urbana, IL 61802.

**ARTICLE XXI**

**Governing Law**

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

**ARTICLE XXII**

**Titles**

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

**ARTICLE XXIII**

**Entire Agreement**

The terms of this lease agreement 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 XXIV**

**Amendment**

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

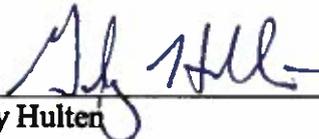
IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered to be an original.

COUNTY OF CHAMPAIGN  
Landlord

CHAMPAIGN COUNTY HUMANE SOCIETY  
Tenant

BY:   
Patsi Petrie  
County Board Chair



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

BY: \_\_\_\_\_

**LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN  
AND GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

This lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the County of Champaign (hereinafter referred to as "Landlord") and Champaign County Geographic Information System Consortium, an intergovernmental agency (hereinafter referred to as "Tenant").

**ARTICLE I**

**Premises**

Landlord does hereby lease to Tenant 995 square feet of office space located in Pod 400 of the Champaign County Brookens Administrative Center, which is located at 1776 E. Washington Street, Urbana, Illinois. The office space lease is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A" (Hereinafter referred to as the Premises). Common conference rooms located within the Brookens Administrative Center will be made available to Tenant by Landlord with reasonable prior notice to Champaign County Administrative Services. Other common areas, such as breakrooms, kitchens, and bathrooms may also be available for use by Tenant at the discretion of Landlord; however, the use of those areas is not governed by this Lease Agreement.

**ARTICLE II**

**Term**

This lease shall commence January 1, 2022 and continue through and including December 31, 2026 unless sooner terminated or extended by written agreement of the parties.

**ARTICLE III**

**Rent**

Rent for the said Premises shall be at the following rate:

- a. \$5.10 per square foot or \$5,0745 annually or \$422.87 per month for the period of January 1, 2022 to December 31, 2022.
- b. \$5.20 per square foot or \$5,174.00 annually or \$431.16 per month for the period January 1, 2023 to December 31, 2023.
- c. \$5.30 per square foot or \$5,273.50 annually or \$439.46 per month for the period of January 1, 2024 to December 31, 2024

- d. \$5.41 per square foot or \$5,382.95 annually or \$448.58 per month for the period of January 2025 to December 31, 2025
- e. \$5.52 per square foot or \$5,92.40 annually or \$457.70 per month for the period of January 1, 2026 to December 31, 2026.

#### **ARTICLE IV**

##### **Utilities**

Landlord shall provide electricity, plumbing, and heat and air conditioning, during the appropriate seasons. Tenant shall pay its proportional share of utilities. Tenant's proportional share shall be determined by dividing actual utility expenses for the Brookens Administrative Center; by the building's total square footage; and multiplying by 995. 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 Landlord.

#### **ARTICLE V**

##### **Use of Lease Premises**

1. Tenant shall use and occupy the said Premises as a business office for the Champaign County Geographic Information System Consortium, and shall not use and occupy the said Premises for any other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use or permit the Premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose.

2. Tenant shall commit no act of waste and shall take good care of the said premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and municipal or local governments and any or their departments. Tenant further agrees to hold Landlord harmless from any fines, penalties and costs incurred by Tenant's violation or non-compliance with the said laws, orders and regulations.

3. Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the said Premises beyond that made known to Landlord at the time of the execution of this lease.

4. Tenant shall not use any equipment or engage in any activity on the said Premises which shall cause an increase in the liability insurance rate of the Brookens Administrative Center, or which shall create or cause undue expense to Landlord for maintenance or utilities.

5. At the expiration or termination of this lease, if there is no written extension agreement of the said lease, Tenant shall surrender and deliver the said

Premises to Landlord in as good a condition as when Tenant first received possession of the 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 execution of this lease written notice specifying what parts, if any, of the said premises are not in good order.

## **ARTICLE VI**

### **Subletting and Assignment**

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

## **ARTICLE VII**

### **Alterations**

1. Tenant shall not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the said Premises or any part thereof without the prior written approval of Landlord of the design, plans and specifications therefore. Tenant shall keep the said 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.

2. It is specifically understood that all alterations, installations, changes, replacements, additions or improvements upon the said Premises shall, at the election of the Landlord, remain upon the said Premises and be surrendered by the Tenant with the said Premises at the expiration of this lease without disturbance or injury, unless otherwise agreed by the Tenant and Landlord in writing. Should Landlord require Tenant to remove any or all alterations, installations, changes, replacements, additions or improvements upon the said Premises upon termination of this lease or any extension thereof, Tenant agrees to remove those items so designated by Landlord at the sole cost and expense of Tenant. Shall Tenant fail to remove those items so designated by Landlord, then Landlord may cause the said items to be removed, and Tenant agrees to reimburse Landlord for the cost of such removal, together with any and all reasonable damage which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

3. Maintenance and repair of any items installed by Tenant as outlined in this Article shall be the sole responsibility of Tenant, and Landlord shall have no obligation to maintain or repair the said items unless the parties agree otherwise in writing.

4. Tenant shall promptly repair any and all damages caused to the said Premises or to the building and grounds of which the said Premises are a part which are occasioned by the installation or removal of any alteration made pursuant to this Article.

## **ARTICLE VIII**

### **Parking**

1. At no additional cost to Tenant, Tenant's employees may park in the unreserved spaces in the Brookens parking lot. Parking spaces shall be available on a first come, first served basis.

2. Tenant's temporary business guests and visitors shall be permitted to use the visitors' reserved parking spaces available off Washington Avenue and in the northeast parking lot off of Lierman Avenue of the property on which the Premises are located. Parking spaces shall be available on a first come, first served basis.

## **ARTICLE IX**

### **Signs, Notices, and Advertisements**

Tenant shall not inscribe, print, affix, or otherwise place any sign, advertisement, or notice on the grounds of the said Premises, or the exterior or interior of the building of which the said Premises is a part, except on the doors of the said Premises, and only in a size, color and style approved by Landlord.

## **ARTICLE X**

### **Insurance**

As the Lead Agency of the Champaign County Geographic Information Consortium (CCGIS), the Landlord shall procure and maintain sufficient property insurance to cover the replacement value of the Tenant's equipment and all equipment loaned to the Consortium, against all direct loss or damage subject to the payment of any deductible by Tenant. Tenant will not be charged a deductible if the cause of equipment damage is due to landlord or building-related issues including, but not limited to, broken pipes, water damage, or fires not involving CCGISC staff.

## **ARTICLE XI**

### **Services**

Tenant shall pay an additional cost of \$1.06 per square foot or \$1,054.70 annually or \$87.89 monthly from January 1, 2022 to December 31, 2022, \$1.08 per square foot or \$1,074.60 annually or \$89.55 per month from January 1, 2023 to December 31, 2023, \$1.10 per square foot or \$1,094.50 annually or \$91.20 per month from January 1, 2024 to December 31, 2024, \$1.12 per square foot or \$1,114.40 annually from January 1, 2025 and December 31, 2025, an 1.15 per square foot or 1,144.25 annually from January 1, 2026 to December 31, 2026 for custodial services provided by Landlord that are

customary in the building of which the said Premises is a part. Landlord shall furnish adequate lavatory supplies, and normal and usual maintenance, Mondays through Fridays, except legal holidays.

## **ARTICLE XII**

### **Personal Property**

Landlord shall not be responsible for insuring the personal property of Tenant's employees. Landlord shall not be liable for any accident, damage to, or theft of property belonging to Tenant's employees. Landlord shall not be liable for damages to personal property belonging to Tenant's employees resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus, water, steam or other causes. Tenant expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's employees' property.

## **ARTICLE XIII**

### **Damage to Lease Premises**

If through no fault of Tenant the said Premises are damaged by fire or other casualty to such extent that the said Premises are totally destroyed, or if the damage occurs during the last six months of the term of this lease, this lease shall cease, and Tenant shall be entitled to a refund of any rent paid for the period subsequent to the time of the damage. In all other cases when the said Premises are damaged by fire or other casualty through no fault of Tenant, Landlord shall repair the damage as soon as practicable, and if the damage has rendered the said Premises untenable in whole or in part, Tenant shall be entitled to a rent abatement on a prorated basis until Landlord has repaired the damage. Should the said Premises not be restored to tenantable condition within three months from the date of the said damage, then Tenant may, at its option, terminate this lease in its entirety. In determining what constitutes repair of damage by Landlord as soon as practicable, consideration shall be given to delays caused by strike, disposition of insurance claims related to the said damage, 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 to Tenant by reason of inconvenience, annoyance, or injury to Tenant's business arising from the necessity of repairing the said Premises or any portion of the building of which the said Premises are a part.

**ARTICLE XIV**

**Access**

Landlord, its agents and its employees shall have the right to enter the said Premises at all reasonable hours and necessary times to inspect the said Premises and to make necessary repairs and improvements to the said Premises and the building in which the said Premises are located. The said inspection and any repairs or improvements which are necessary to the said Premises shall be performed at a time mutually agreeable to both parties, unless the said inspection or repairs are necessary for an emergency purpose.

**ARTICLE XV**

**Cumulative Remedies and Waiver**

The specified remedies to which Landlord may be entitled 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 as to 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 made in writing and signed by Landlord.

**ARTICLE XVI**

**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 XVII**

**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 XVIII**

**Notices and Payments**

All rent or other payments due by Tenant pursuant to this lease shall be paid to Landlord at the office of the Champaign County Administrator, 1776 E. Washington

Street, Urbana, Illinois 61802, or 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, 1776 E. Washington Street, Urbana, Illinois 61802 or by e-mail to the Facilities Director and the County Administrator/Executive. All notices from Landlord to Tenant shall be in writing and shall be furnished by Landlord by mailing the same by certified mail addressed to 1776 E. Washington Street, Urbana, Illinois 61802 or by e-mail to an address provided by Tenant.

## **ARTICLE XIX**

### **Governing Law**

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

## **ARTICLE XX**

### **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 XXI**

### **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 XXII**

### **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 have 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.

**COUNTY OF CHAMPAIGN**  
Landlord

**CCGIS**  
Tenant

BY: \_\_\_\_\_  
Darlene Kloepfel  
County Board Chair

\_\_\_\_\_   
Leanne Brehob-Riley  
GIS Director

ATTEST: \_\_\_\_\_  
Aaron Ammons  
County Clerk and Ex-Officio  
Clerk of the County Board

DRAFT