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

1776 E. Washington St., Urbana, IL 61802

Tuesday, January 5, 2021 at 6:30 Lyle Shields Meeting Room Brookens Administrative Center

Committee Members: Steve Summers – Chair **Emily Rodriguez** Stan Harper – Vice Chair Leah Taylor DeShawn Williams Jim Goss Jordan Humphrey Jodi Wolken Page # Agenda Ι. Call to Order and Roll Call II. Approval of Agenda/Addenda Approval of Minutes - November 4, 2020 2 - 4 III. IV. **Public Participation** 1 Being accepted remotely through zoom – for instructions go to: https://us02web.zoom.us/j/83562285073?pwd=RzhN eVB2UWxhd3llTndNTkg4ZjVaZz09 V. Communications VI. **New Business** 5 - 46 A. Sheriff's Presentation and Discussion 47 - 50 B. Humane Society Lease Discussion and Approval C. Update on ITB#2020-002 Courthouse & JDC Video Security System Replacement Project D. Courthouse Parking Policy Discussion and 51 - 68 Approval VII. Other Business

VIII. Presiding Officer's Report

A. Future Meeting – Tuesday, February 2, 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. You are invited to a Zoom webinar. When: Jan 5, 2021 06:30 PM Central Time (US and Canada) Topic: Facilities Committee

Please click the link below to join the webinar:

https://us02web.zoom.us/j/83562285073?pwd=RzhNeVB2UWxhd3llTndNTkg4ZjVaZz09

Passcode: 064509

Or iPhone one-tap :

US: +13126266799,,83562285073# or +16468769923,,83562285073#

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Webinar ID: 835 6228 5073

International numbers available: <u>https://us02web.zoom.us/u/kbROGnN710</u>

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

MINUTE	5 – Pending Approval
DATE: T	uesday November 4, 2020
TIME: 6	:30 p.m.
PLACE: L	/le Shields Meeting Room
В	rookens Administrative Center, 1776 E. Washington St., Urbana IL 61802
(2	COOM Meeting)
Committee Me	mbers
Present: Absent:	Steve Summers, Charles Young, Jodi Wolken, Mike Ingram, Jon Rector, Stan Harper James Tinsley
County Staff:	Dana Brenner (Facilities Director), Dan Busey (Recording Clerk)
Others Present	None

<u>Agenda</u>

I. Call to Order and Roll Call

Committee Chair Harper called the meeting to order at 6:30 P.M.

II. Approval of Agenda/Addenda

Moved by Ms. Taylor to approve the agenda; seconded by Mr. Ingram. Upon Roll Call Vote, the **Motion Carried Unanimously**.

III. Approval of Minutes – October 6, 2020

Moved by Mr. Rector to approve the agenda; seconded by Ms. Taylor. Upon Roll Call Vote, the **Motion Carried Unanimously.**

IV. Public Participation

There was no participation by the public.

V. Communications

There were no communications brought before the committee.

VI. New Business

A. Update on ITB #2020 002 Courthouse & JDC Video Security Replacement Project. Mr. Brenner referenced the attached Meeting Notes from 10/20/2020 and 10/27/2020. As well as the Courthouse Punch List from 10.20.2020 relating to the work done. Mr. Brenner informed the committee that the Courthouse portion is substantially complete. The Courthouse Corrections Staff is reportedly very pleased with the new system. Superintended Willis of the Juvenile Detention Center has been involved in the process at JDC to cameras readjusted within the pods. In the next week the Door Controls at JDC will be up and running and another walk through will be done.

- B. Discussion and Location Approval of Hosting Urbana Honor Roll World War II Plaque. Mr. Brenner pointed out the pictures of the new location included in the committee members packets. Mr. Brenner has been working with Brad Gould, The Veterans Assistance Commissioner, to reach out to the Veterans involved with the plaque. Graham's Trophies of Urbana volunteered to restore the plaque free of charge. Some of the language that will be used on the plaque still needs to be finalized. Mr. Ingram thanked Graham's Trophies and asked if the committee do so formally. Moved by Mr. Ingram; seconded by Mr. Summers. Upon Roll Call Vote, the Motion Carried Unanimously to be taken to the County Board for approval.
- C. Discussion and Approval of Updated Capital Asset Plan. Mr. Brenner pointed out that the updated plan in the committee members packet added one fiscal year to bring the plan through Fiscal Year 2030. Included are demolition costs for the both the Sheriffs Office and the Downtown Jail. Painting and carpet have been reflected on a year by year basis. Mr. Brenner also spoke to juggling projects based on need by a year to year basis. Insurance and Capital Asset dollars have been denoted. **Moved** by Mr. Summers; seconded by Ms. Wolken. Upon Roll Call Vote, the **Motion Carried Unanimously to be taken to the County Board for approval.**
- D. Discussion and Approval of Engineering RFQ. Mr. Brenner stated that the county is seeking proposals currently. The selected firm will supply services for the next three fiscal years, with an option for extension. The goal is to obtain a firm to perform comprehensive recommendations for the counties systems. The selected firm must be able to assist the county in identifying AMEREN utility grants when applicable. Submitting terms need to have all documentation turned in by the November 20th. Moved by Mr. Rector; seconded by Ms. Taylor. Upon Roll Call Vote, the Motion Carried Unanimously to be taken to the County Board for approval.
- E. Discussion and Approval of Architectural RFQ. Mr. Brenner stated that the county is seeking proposals currently. This will follow the same timeline and requirements as the Engineering RFQ. Mr. Brenner explained the importance of timing especially for Architectural Firms. Reason being the recent hail damage to roofs and the need to make repairs while weather allows. **Moved** by Mr. Ingram; seconded by Mr. Summers. Upon Roll Call Vote, the Motion **Carried Unanimously to be taken to the County Board for approval.**

VII. Other Business

Mr. Brenner asked for the Chair and Vice Chair to be involved, as well as the Maintenance Director and Director of Finance, to be involved in the RFQ hiring process.

VIII. Presiding Officer's Report

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

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

Items VI: B, C, D, and E.

X. Adjournment

The meeting adjourned at 6:51 P.M.

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IPMG Property / Safety Survey

conducted for

Champaign County Sheriff

Site name / description (e.g. village hall, highway department) Main Jail

Street address 204 E. Main St. Urbana IL. 61801

Conducted on 9/24/20

Prepared by Jeffery Bacidore

Completed on 10/2/20, 7:09 AM

Site Information and Previous Inspections

Question	Response	Details	
Buidlings On This Site			
Certificates of Insurance			
Applicable to this location? Answer on only 1 report when there are multiple sites for a given entity.	Yes		
Account obtains certificates of insurance for vendors / contractors on all contracted work?	Yes		
Entity is listed as additional insured on policy for vendor / contractor?	Yes		
COVID-19	COVID-19		
Has the account reviewed COVID-19 guidance, policies and procedures?	Yes		
Did the RMC complete, or are there plans to complete the COVID-19 field survey, with the account?	Yes		
Indicate the date the COVID-19 field survey was completed, or is scheduled.	9/24/2020		
Posting Notices			
Applicable to this location?	Yes		
Federal and state posting notices (including workers' compensation) are present where approrpriate and up-to-date?	Yes		
Previous Inspection			
Date of last inspection:	Unknown		
Has the last inspection been reviewed?	N/A		
Have all outstanding actions been addressed?	N/A		

Exterior

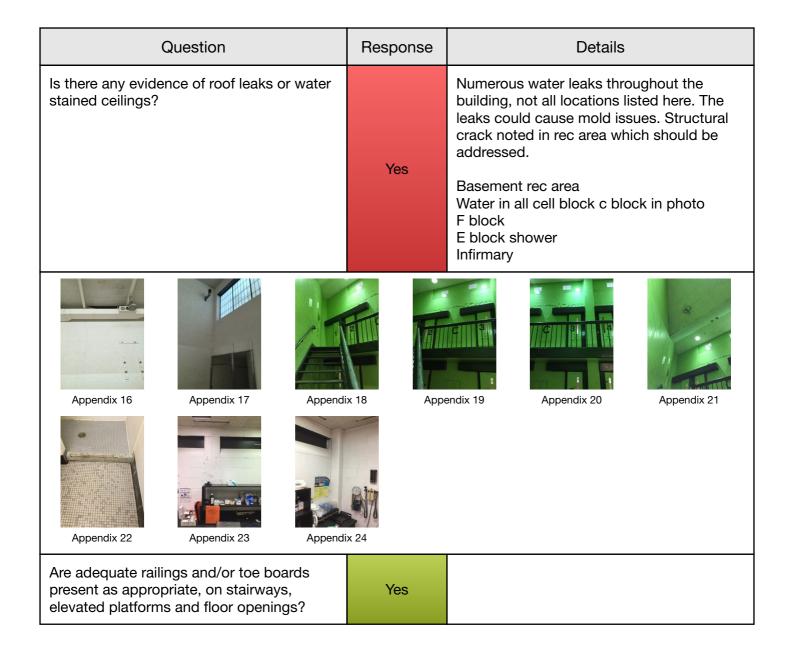
Question	Response	Details
Are the fire lanes clear?	Yes	
Is the building address clearly visible, 3-4" number height, contrasting color, no script?	No	
Recommendation: Building address should be clearly marked and easily read in order to expedite response by first responders, in emergencies.		
Is there a fire department lockbox?	N/A	
Are the sprinkler/standpipe connections visible and in good condition?	Yes	
Is vegetation maintained to provide clear visibility and clearance around light fixtures and safe pathways?	Yes	
Are all walking / working surfaces and parking lots, free of tripping/slipping hazards?	No	Sidewalk outside of East side sally port door in need of repair. Potential tripping hazard.
Appendix 1		

Building Utilities and Services

Question	Response	Details
Electrical system is in satisfactory condition?	Yes	
HVAC system is in satisfactory condition?	Yes	
Plumbing system is in satisfactory condition?	No	Water leak and possible mold growth under sink in break room
Appendix 2		
Sump pump is in satisfactory condition?	Yes	
Condition of roof (if visible) is satisfactory?	No	Multiple water leaks noted throughout the building. Potential for mold growth and slipping hazards.
Adequate procedures for building maintenance and housekeeping?	Yes	

Interior

Question	Response	Details	
Are floor mats present and in good condition, in entries and exits?		Basement indoor recreation numerous floor tiles loose; need of repair.	
Appendix 3			
Are all ceiling tiles in place and in good condition?	No	Water leak East hallway Old kitchen ceiling	
Appendix 4Appendix 5Appendix	idix 6 App	Pendix 7 Appendix 8	Appendix 9
Appendix 10 Appendix 11 Appendix	dix 12 Appe	endix 13 Appendix 14	Appendix 15
Are slip resistant mats present and in good condition, in areas where moisture is present, such as kitchens?	Yes		



Storage

Question	Response	Details	
Are materials stored at safe heights in relation to item weight?	No	Main storage room	
Appendix 25			
Recommendation: Items that weigh more than 25 lbs. should be stored approximately between knee and shoulder height. Items that are less than 25 lbs. can be stored above shoulder level, or below knee level.			
Are storage racks in good condition and properly secured?	Yes		
Is there storage too close to heat producing devices such as furnaces, water heaters, etc. 36" or greater clearance required?	Yes		

Exits / Asiles / Doors

Question	Response	Details
Are all fire doors clear from obstructions and do they close properly?	Yes	
Are all exits marked properly and unlocked from the inside?	Yes	
Do all exit lights/emergency lights illuminate and function on battery backup?	Yes	Emergency Backup Generator
Are all aisles/walkways accessible and clear of debris?	Yes	
Is there any storage in the stairwells?	No	

Fire Protection

Question	Response	Details
Is an emergency escape plan posted?	Yes	
Are fire drills conducted?	Yes	Table Top Only due to safety concerns
Are fire extinguishers and signs clearly visible?	Yes	
Have fire extinguishers received annual service?	No	DT Visitation room
Appendix 26		
Is access to fire extinguishers clear and unobstructed?	Yes	
Are all flammable containers properly closed/covered to control vapors?	Yes	
Are carbon monoxide detectors present?	No	
Fire alarm system?	Yes	
Monitored by:	Local	
Sprinkler system?	Yes	
Are sprinkler valves unobstructed?	Yes	
Do sprinkler heads have clearance18" open space below ceiling?	Yes	

Electrical

Question		Response	Details
Is there clear access to breaker panels?		Yes	
Is there any exposed wiring? (Switches, Panels, Boxes)		Yes	Air Handling Room Sally port door opener East side light has seal broke and water inside Outside West side sally port door West side perimeter light
Appendix 27	Appendix 28 Append	lix 29 Appe	endix 30 Appendix 31
Are extension cords being used properly? (daisy chaining, defective, ungrounded)			

Chemicals/Hazardous Materials/Personal Protective Equipment

Question	Response	Details
Are all cylinders properly secured with straps or chains to prevent tipping/falling?	Yes	
Are empty and full cylinders stored separately?	Yes	
Are areas requiring use of Personal Protective Equipment (PPE) adequately posted with warning signs and enforced?	No	Provide "Eye Protection Required" sign and hang Safety Glasses near grinder



Is the appropriate Personal Protective Equipment (PPE) available for safe chemical handlinggloves, masks, face shield, etc?	Yes	
Is PPE readily available to all personnel, including visitors to the area?	Yes	
Are all chemicals/flammables properly stored, flammable / chemical storage cabinet if appropriate?	Yes	
Are there any chemicals too close to a heat source?	No	
Are Safety Data Sheets (SDS) available and up-to-date?	Yes	
Are emergency eye washes/showers provided in the required chemical areas?	Yes	
Are chemical containers are properly labeled for contents?	Yes	

First Aide

Question	Response	Details
Are first aid stations or kits available?	Yes	
Are contents checked regularly for adequate supply and expiration?	Yes	
Is the cabinet clean and orderly?	Yes	
Is an AED (Automated External Defibrillator) provided?	Yes	
Are AED's within a 3 minute travel distance from all occupants within the building?	Yes	
Are stop bleed kits available?	Yes	

Emergency Operations and Security

Question	Response	Details
Are emergency actions plans in placefire, tornado, lockdown, active shooter, etc.?	Yes	
Are personnel trained to the plan?	Yes	
Are windows and doors numbered on the inside and out for location identification by Public Safety?	N/A	
Is access to building limited?	Yes	
Are security cameras present?	Yes	
Locations:		
Is there an alarm system/panic button(s)?	Yes	
Does the alarm transmit to the alarm company or the police department?	Police Department	
Are emergency phone numbers and procedures posted at or near telephones?	Yes	

Other Hazards

Question	Response	Details
Items not otherwise captured in previous sections?	Evidence of conditional different locat	ockroaches, mice and insects noted in ions

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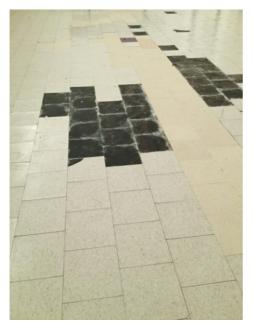
Miscellaneous

Question	Response	Details
General Site Audit Notes:		
Account / Client Representative and Title	Lieutenant Ryan Snyder	
IPMG Risk Management Consultant	RMC Jeffery Bacidore	

Media



Appendix 1



Appendix 3

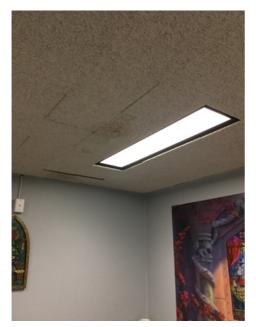


Appendix 2



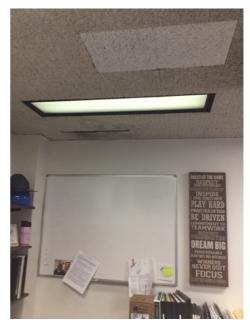
Appendix 4



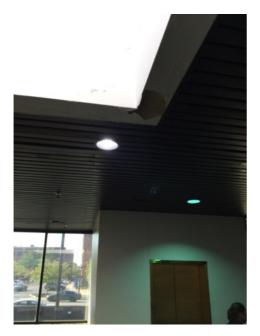


Appendix 7





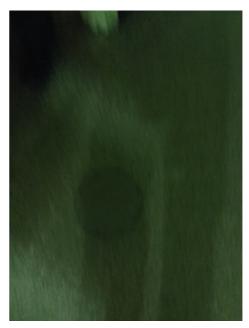
Appendix 8





Appendix 11





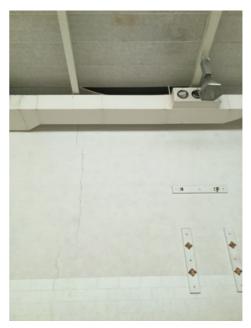
Appendix 12





Appendix 15





Appendix 16





Appendix 19





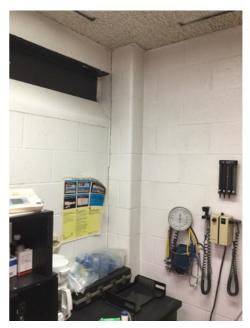
Appendix 20





Appendix 23





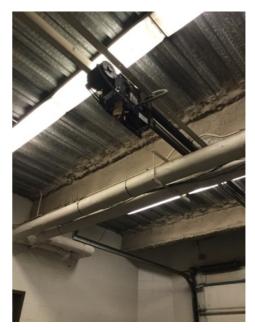
Appendix 24





Appendix 27





Appendix 28





Appendix 31





Appendix 32



IPMG Property / Safety Survey

conducted for

Champaign County Sheriff

Site name / description (e.g. village hall, highway department) Satellite Jail

Street address 502 S. Lierman Ave. Urbana IL. 61801

Conducted on 9/24/20

Prepared by Jeffery Bacidore

Completed on 10/2/20, 7:12 AM

Site Information and Previous Inspections

Question	Response	Details
Buidlings On This Site		
Certificates of Insurance		
Applicable to this location? Answer on only 1 report when there are multiple sites for a given entity.	Yes	
Account obtains certificates of insurance for vendors / contractors on all contracted work?	Yes	
Entity is listed as additional insured on policy for vendor / contractor?	Yes	
COVID-19		
Has the account reviewed COVID-19 guidance, policies and procedures?	Yes	
Did the RMC complete, or are there plans to complete the COVID-19 field survey, with the account?	Yes	
Indicate the date the COVID-19 field survey was completed, or is scheduled.	9/24/2020	
Posting Notices		
Applicable to this location?	Yes	
Federal and state posting notices (including workers' compensation) are present where approrpriate and up-to-date?	Yes	
Previous Inspection		
Date of last inspection:	Unknown	
Has the last inspection been reviewed?	N/A	
Have all outstanding actions been addressed?	N/A	

Exterior

Question	Response	Details
Are the fire lanes clear?	Yes	
Is the building address clearly visible, 3-4" number height, contrasting color, no script?	Yes	
Is there a fire department lockbox?	N/A	
Are the sprinkler/standpipe connections visible and in good condition?	Yes	
Is vegetation maintained to provide clear visibility and clearance around light fixtures and safe pathways?	Yes	
Are all walking / working surfaces and parking lots, free of tripping/slipping hazards?	No	Back gate drive in need of repair, possible tripping hazard.
Appendix 1 Appendix 2	· · · · · · · · · · · · · · · · · · ·	

Building Utilities and Services

Question	Response	Details
Electrical system is in satisfactory condition?	Yes	
HVAC system is in satisfactory condition?	Yes	
Plumbing system is in satisfactory condition?	No	Video court plumbing chase possible water leak, standing water.
Appendix 3		
Sump pump is in satisfactory condition?	N/A	
Condition of roof (if visible) is satisfactory?	No	Roof scupper leaking in property room
Appendix 4		
Adequate procedures for building maintenance and housekeeping?	Yes	

Interior

Question	Response	Details	
Are floor mats present and in good condition, in entries and exits?	No	Install non slip tape to booking shower floors due to standing water. Sallly port trench train in need of repair and grates require cleaning.	
Appendix 5 Appendix 6			
Are all ceiling tiles in place and in good condition?	Yes		
Are slip resistant mats present and in good condition, in areas where moisture is present, such as kitchens?	No	Provide non-slip floor mats in wet areas, slipping hazard.	
Appendix 7			
Is there any evidence of roof leaks or water stained ceilings?	Yes	Evidence of roof leaks in Pod A (3 photos) Employee entrance water leak around door.	
Appendix 8 Appendix 9 Appendix	ix 10 Appe	endix 11	
Are adequate railings and/or toe boards present as appropriate, on stairways, elevated platforms and floor openings?	Yes		

Storage

Question	Response	Details	
Are materials stored at safe heights in relation to item weight?	No	Nothing noted but caution should be used when organizing storage. See Note	
Recommendation: Items that weigh more than 25 lbs. should be stored approximately between knee and shoulder height. Items that are less than 25 lbs. can be stored above shoulder level, or below knee level.			
Are storage racks in good condition and properly secured?	Yes		
Is there storage too close to heat producing devices such as furnaces, water heaters, etc. 36" or greater clearance required?	Yes	Sgt office electrical room storage should be removed/cleaned.	
Appendix 12			

Exits / Asiles / Doors

Question	Response	Details
Are all fire doors clear from obstructions and do they close properly?	No	Repair/replace sally port doors and install door safety sensors.
Appendix 13 Appendix 14		
Are all exits marked properly and unlocked from the inside?	Yes	
Do all exit lights/emergency lights illuminate and function on battery backup?	Yes	
Are all aisles/walkways accessible and clear of debris?	Yes	
Is there any storage in the stairwells?	No	

Fire Protection

Question	Response	Details
Is an emergency escape plan posted?	Yes	
Are fire drills conducted?	Yes	Table top only due to safety concerns.
Are fire extinguishers and signs clearly visible?	Yes	
Have fire extinguishers received annual service?	No	Employees entrance fire extinguisher needs service, check others that may have been missed during last service.
Appendix 15		
Is access to fire extinguishers clear and unobstructed?	Yes	
Are all flammable containers properly closed/covered to control vapors?	Yes	
Are carbon monoxide detectors present?	No	
Fire alarm system?	Yes	
Monitored by:	Local	
Sprinkler system?	Yes	
Are sprinkler valves unobstructed?	Yes	
Do sprinkler heads have clearance18" open space below ceiling?	Yes	

Electrical

Question	Response	Details
Is there clear access to breaker panels?	No	Clear away storage in font of breaker panels in kitchen. Dock electrical closet door closer in need of repair.
Appendix 16Appendix 17		
Is there any exposed wiring? (Switches, Panels, Boxes)	No	
Are extension cords being used properly? (daisy chaining, defective, ungrounded)	Yes	

Chemicals/Hazardous Materials/Personal Protective Equipment

Question	Response	Details
Are all cylinders properly secured with straps or chains to prevent tipping/falling?	Yes	
Are empty and full cylinders stored separately?	Yes	
Are areas requiring use of Personal Protective Equipment (PPE) adequately posted with warning signs and enforced?	Yes	
Is the appropriate Personal Protective Equipment (PPE) available for safe chemical handlinggloves, masks, face shield, etc?	Yes	
Is PPE readily available to all personnel, including visitors to the area?	Yes	
Are all chemicals/flammables properly stored, flammable / chemical storage cabinet if appropriate?	Yes	
Are there any chemicals too close to a heat source?	No	
Are Safety Data Sheets (SDS) available and up-to-date?	Yes	
Are emergency eye washes/showers provided in the required chemical areas?	Yes	
Are chemical containers are properly labeled for contents?	Yes	

First Aide

Question	Response	Details
Are first aid stations or kits available?	Yes	
Are contents checked regularly for adequate supply and expiration?	Yes	
Is the cabinet clean and orderly?	Yes	
Is an AED (Automated External Defibrillator) provided?	Yes	
Are AED's within a 3 minute travel distance from all occupants within the building?	Yes	
Are stop bleed kits available?	Yes	

Emergency Operations and Security

Question	Response	Details
Are emergency actions plans in placefire, tornado, lockdown, active shooter, etc.?	Yes	
Are personnel trained to the plan?	Yes	
Are windows and doors numbered on the inside and out for location identification by Public Safety?	N/A	
Is access to building limited?	Yes	
Are security cameras present?	Yes	
Locations:		
Is there an alarm system/panic button(s)?	Yes	
Does the alarm transmit to the alarm company or the police department?	Police Department	
Are emergency phone numbers and procedures posted at or near telephones?	Yes	

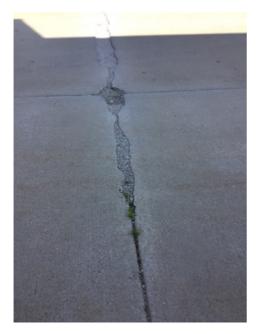
Other Hazards

Question	Response	Details
Items not otherwise captured in previous sections?		
	-	

Miscellaneous

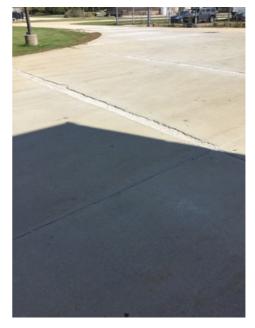
Question	Response	Details
General Site Audit Notes:		
Account / Client Representative and Title	Lieutenant Ryan Snyder	
IPMG Risk Management Consultant	RMC Jeffery Bacidore	

Media



Appendix 1





Appendix 2



Appendix 4





Appendix 7





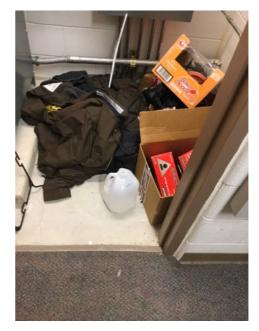
Appendix 8



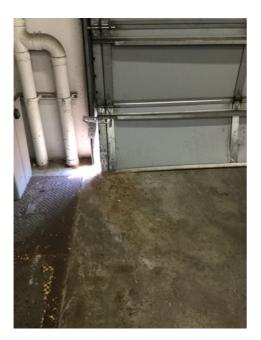


Appendix 11





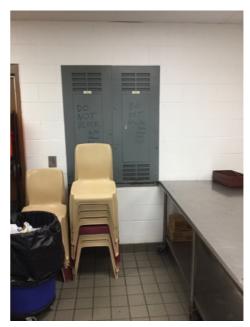
Appendix 12





Appendix 15





Appendix 16



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

This lease agreement is made and entered into this 20th 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").

<u>ARTICLE I</u>

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 3rd 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

<u>Term</u>

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

<u>Rent</u>

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 1st 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

- 1 -

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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.

- 2 -

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

- 3 -

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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

BY: Pattsi Petrie

County Board Chair

ATTEST:

Gordy Hulten County Clerk and Ex-Officio Clerk of the County Board CHAMPAIGN COUNTY HUMANE SOCIETY Tenant

And

BY:_____

PARKING POLICY AND PROCEDURES FOR THE COURTHOUSE COMPLEX

- 1. **<u>PURPOSE:</u>** The purpose of this policy is to:
- 1.1 Protect and promote the general health, safety, welfare, public convenience and good government of the County of Champaign by regulating parking at the Courthouse Complex.
- 1.2 Outline procedures for County staff in the implementation of the Champaign County Parking Policy.
- 1.3 Communicate to County Elected Officials, Department Heads, Employees and the Public, the formal County policy and procedures for parking at the Courthouse.
- 2. **<u>AUTHORITY:</u>** The Champaign County Physical Plant.
- 3. **<u>APPLICATION:</u>** This policy applies to all County Elected Officials, Department Heads, Employees and the general public.
- 4. **<u>RESPONSIBILITY</u>**: The Champaign County Physical Plant shall be responsible for the implementation of this policy.
- 5. **DEFINITION(S):** NONE

6. <u>POLICY:</u>

- 6.1 <u>Creation of Parking:</u>
- 6.1.1. The Champaign County Physical Plant shall designate areas on County-owned/leased land to be used for parking vehicles and shall direct where County Elected Officials, Department Heads, Employees and the General Public shall park. Signage will be posted where appropriate to facilitate parking policy compliance. It is the intent of this policy to maximize the number of on-site parking spaces for the public use.
- 6.2 Designated Parking
 - 6.2.2 Parking is available at the following locations:
 - A) Off-site including Broadway (Sav-A-Lot) parking
 - B) Off-site Illini Oil Change Lot
 - C) Courthouse Lot F

Parking Policy for Courthouse Complex

Page 1 of 2

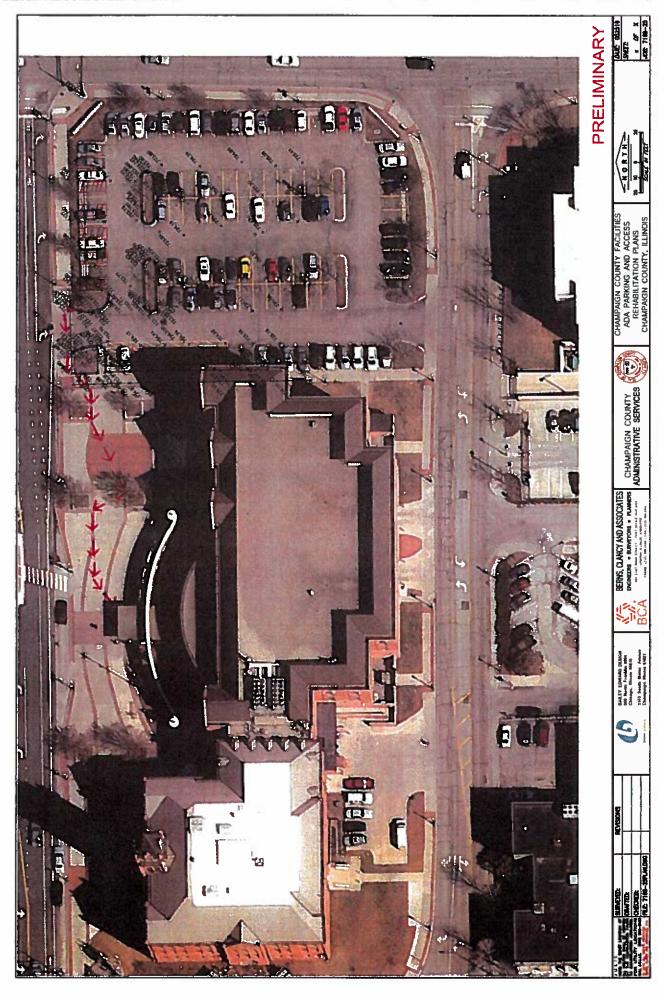
- 7. **ADMINISTRATIVE PROCEDURES:** The Champaign County Physical Plant will authorize adjustments to the parking assignments. Parking is based on Seniority (Hire date with the County). Written appeals of adjustments may be made to the Champaign County Physical Plant Director. Decisions of the Director are final.
- 8. **DISCIPLINARY ACTION:** The Department Head shall have the authority to use progressive discipline for not adhering to this policy.
- 9. **ADMINISTRATOR/LEGAL COUNSEL REVIEW:** The Physical Plant Director has determined that this policy, as submitted to the Champaign County Facilities Committee, contains the necessary substance in order to carry out the purpose of the policy.

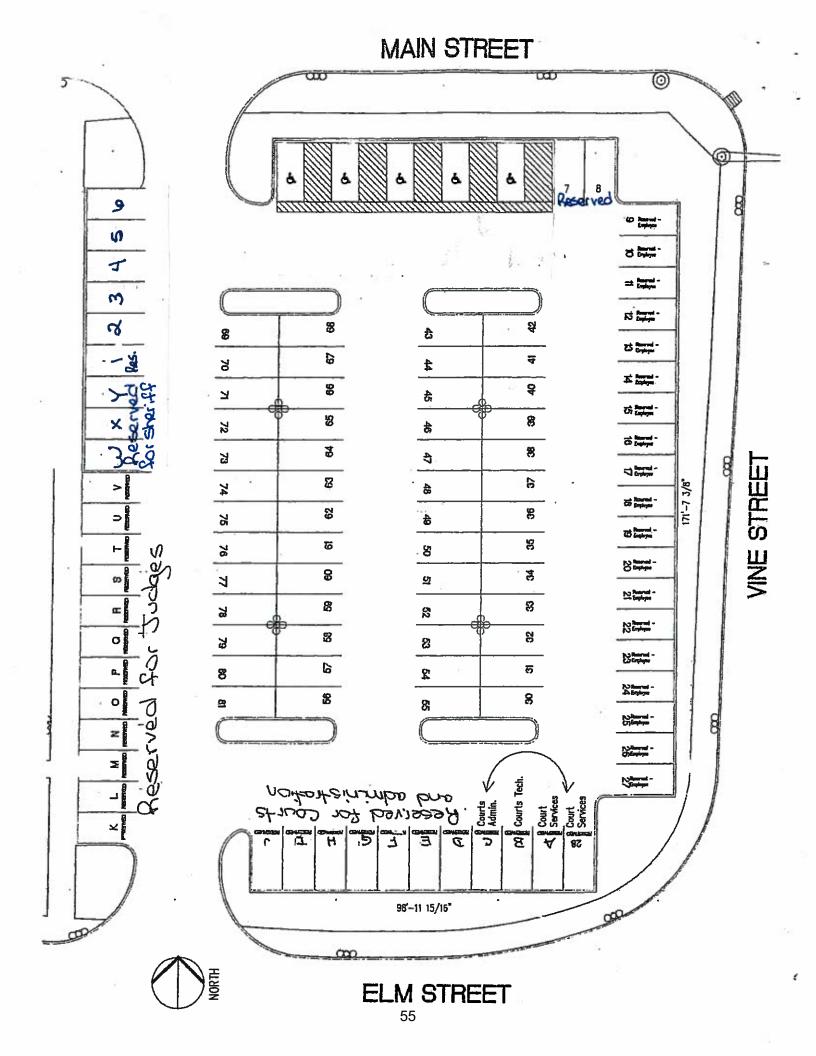
Parking Policy for Courthouse Complex

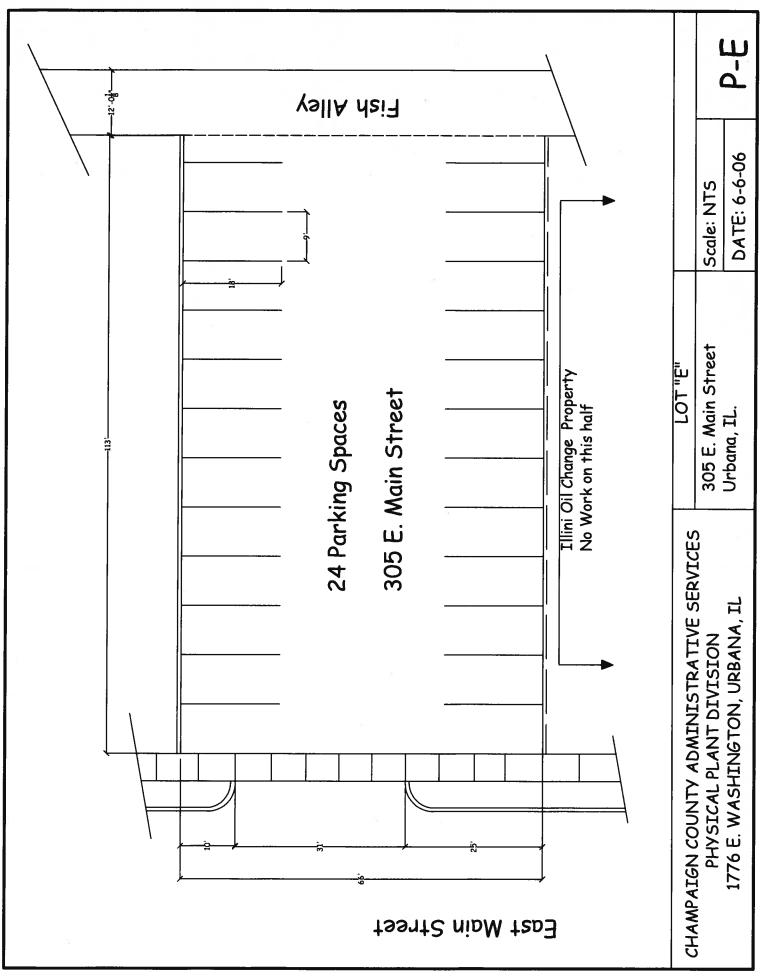
Page 2 of 2

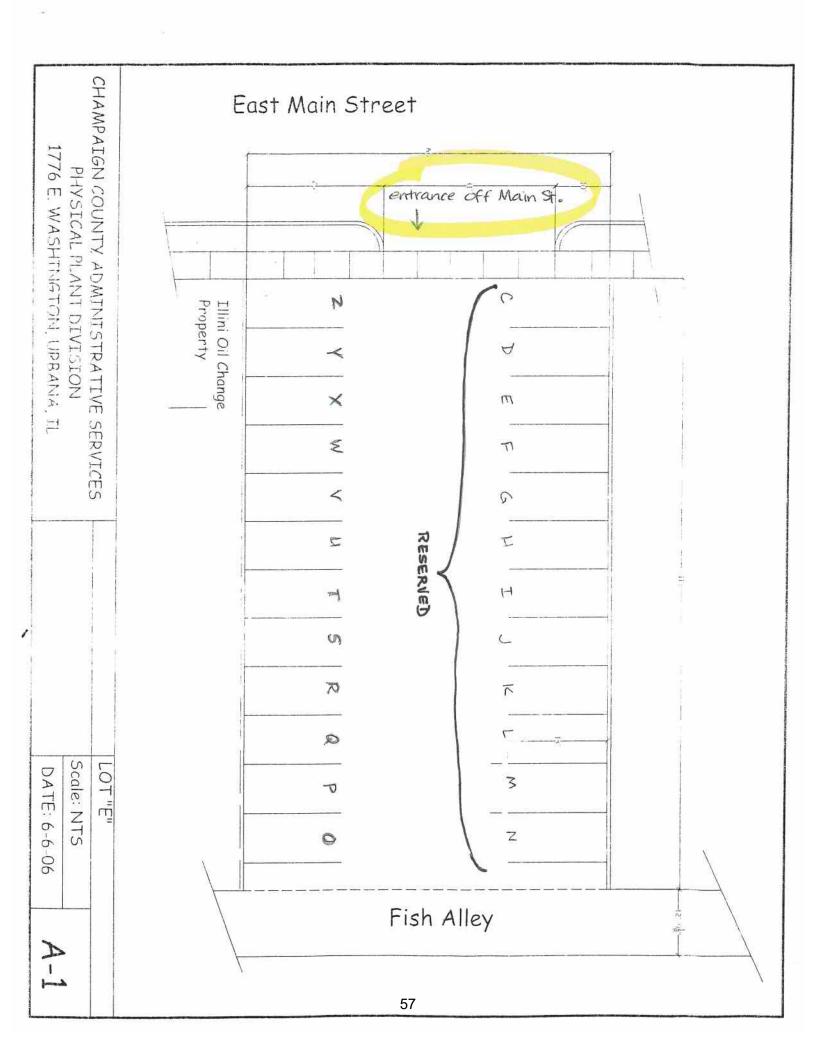
Job # 7168-25 BERNS, CLANCY AND ASSOCIATES, P.C. Computer 25 ENGINEERS SURVEYORS PLANNERS Date <u>6/6/16</u> URBANA, IL 61803-0755 • TEL 217/384-1144 • FAX 217/384-3355 B DANVILLE, IL 61832-5729 • TEL 217/431-1144 • FAX 217/431-2929 ;A Project: CH. CO. Courthouse - ADA Parking Sheet / of / Existing R R R R RR R R R Parking Existing Sidewalk 9' 9' 9' 9' 9' 9' 8.5' 8.5' 9' Ramp New Sidewalk A A A A R - Regular Space A - Accessible Space A) Existing Tree 8.5' R . 8.5 R

North









LEASE RENEWAL AGREEMENT

1. PARTIES: This lease renewal, is made and entered into this 1st day of October, 2012, by and between Niemann Foods, Inc. "Lessor" and Champaign County Administrative Services, "Lessee".

2. PREMISES: Niemann Foods, Inc. agrees to lease to Champaign County Administrative Services, 50 parking spaces located at 220 North Broadway, Urbana, Illinois as further set out on "Exhibit A", attached hereto and made a part hereof.

3. USE: This space is to be used by the Lessee as parking spaces for 50 Champaign County employees, and is not intended for any type of retail or commercial uses. Spaces are being rented on a Monday through Friday, 7:30 a.m. -5:30 p.m., 5 days a week time frame.

4. TERM: This lease shall be for the term of two years, beginning October 1^{st} , 2012, and ending September 30, 2015.

5. RENT: Rent will be \$13,800 per year, payable at the rate of \$23.00 per space per month, to be paid to Niemann Foods, Inc., 1501 North 12th Street, Quincy, Illinois, 62301 by Lessee by the first day of each calendar month.

6. Lessee is responsible for any charges associated with the removal of 20 existing parking signs, chains, and sign poles; and any charges associated with the maintenance and repairs of the remaining 50 above noted items through the term of the lease. Upon the expiration of this lease, these improvements shall become Lessor's property unless Lessor gives Lessee a notice to remove them, whereupon Lessee shall remove them at Lessee's expense.

7. INSURANCE: Lessee shall carry general liability insurance coverage during the term of this lease with the following limits: coverage of \$1 million combined single limit, with Niemann Foods, Inc. named as additional insured. A copy of insurance certificate evidencing such coverage shall be furnished and delivered to Linda Rudicil at Niemann Foods, Inc., 1501 North 12th Street, Quincy, Illinois, 62301

8. Lessee will mark each space and have associates park in spaces designated on attached site plan Exhibit A. Lessor retains the right to alter the plan or reduce the number of spaces available with a 30 day written notice to Lessee. In such event, the rent shall be reduced on a pro-rata basis.

9. Lessor retains the right to approve (within Lessor's sole discretion) all signage or material changes before installation by Lessee.

10. Lessee is responsible, at Lessee's sole expense, for restriping of spaces on a yearly basis.

11. This lease agreement may be cancelled by either party through a 60 day prior written notice to the other party.

12. In the event Lessee defaults pursuant to the terms of this lease, upon written notice from Lessor to Lessee, this lease may be terminated and Lessor may maintain its claim for damages. In such event, Lessee shall immediately vacate the leased premises. In addition, in the event of Lessee's default, Lessor shall be entitled to any and all other remedies at law and in equity and shall include Lessor's right to enforce against Lessee its claim for rent owed pursuant to this lease and other charges as to attorney's fees and costs of suit incurred by it in connection with Lessee's default. In the event Lessor is in default on this lease, Lessee shall be entitled to all remedies at law and in equity, including the right to recoup its attorney's fees and costs of suit in relation thereto.

13. This lease shall be subordinate to any mortgage lien against the leased premises, whether now existing or hereafter arising, but, regarding any subsequent mortgages, Lessee's leasehold interest in the premises shall only be subordinate to such mortgages upon the mortgagee's execution of a non-disturbance agreement, pursuant to which mortgagee agrees not to disturb Lessee's leasehold interest or possession of the leased premises as long as Lessee is in compliance with the terms of this lease.

14. Any notices under this lease shall be personally delivered or mailed by certified mail, return receipt requested, and placed in the U.S. mail or faxed. Notices personally delivered shall be effective upon personal delivery. Notices which are mailed, shall be effective upon being deposited in the U.S. mail, postage prepaid, and mailed to the addresses set out below. Notices which are faxed shall be effective upon the sender's receipt of written confirmation thereof.

Lessor: Niemann Foods, Inc. 1501 North 12th Street P.O. Box C-847 Quincy, IL 62306-0847 Attn: Shan Clevenger Phn: 217-221-5661 Fax: 217-221-5920 Lessee:

Champaign County Board 1776 East Washington

Urbana, IL 61801 Attn: Pius Weibel Phn: 217-384-3776 Fax: 217-384-3896

Copy to: David DeThorne Champaign County State's Atty. Office Civil Division 1776 East Washington Street Urbana, IL 61802 Phn: 217-384-3776 Phn: 217-384-3896 Any address for the above mentioned parties may be changed through notice to the other party pursuant to the terms of this lease.

15. In the event any provision of this lease is held to be invalid or enforceable, the remaining terms of this lease shall remain in full force and effect. This lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns. This lease shall be construed under and enforced under the laws of the State of Illinois. This lease may only be amended in writing and signed by the party against whom it is sought to be enforced. This lease is subject to all restrictions and covenants to which the leased premises are subject, whether or not of record.

Champaign County Board Lessee

By:

(print) ______ It's County Board Chair

Niemann Foods, Inc. Lessor Bv Chris Niemann

Its Exec. Vice President / CFO

AMENDMENT TO LEASE AGREEMENT

Niemann Foods, Inc., ("Lessor"), and Champaign County, ("Lessee") hereby enter into this Amendment to Lease Agreement ("Amendment"), effective September 18, 2014.

Regarding a certain lease agreement dated September 11th, 2006 ("Lease") as last renewed October 1, 2012, Lessee leases from Lessor 50 parking spaces located at 220 North Broadway, Urbana, Illinois as further set out on Exhibit A, attached.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Lease by renewing the term of the Lease for an additional two years, commencing on October 1, 2014 and continuing through September 30, 2016. Rent during this renewal period shall remain at \$13,800 per year, payble at the rate of \$23.00 per space per month by Lessee by the first day of each calendar month. All other terms and provisions of the Lease shall remain in effect.

Unless defined herein, all capitalized terms shall have the same definitions as provided in the Lease. If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions shall not be affected, and each term and provision of the Amendment shall be valid and enforceable to the fullest extent of the law. In the event of a conflict between the terms and provisions of the Lease and this Amendment, the terms and provisions of the Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first stated above:

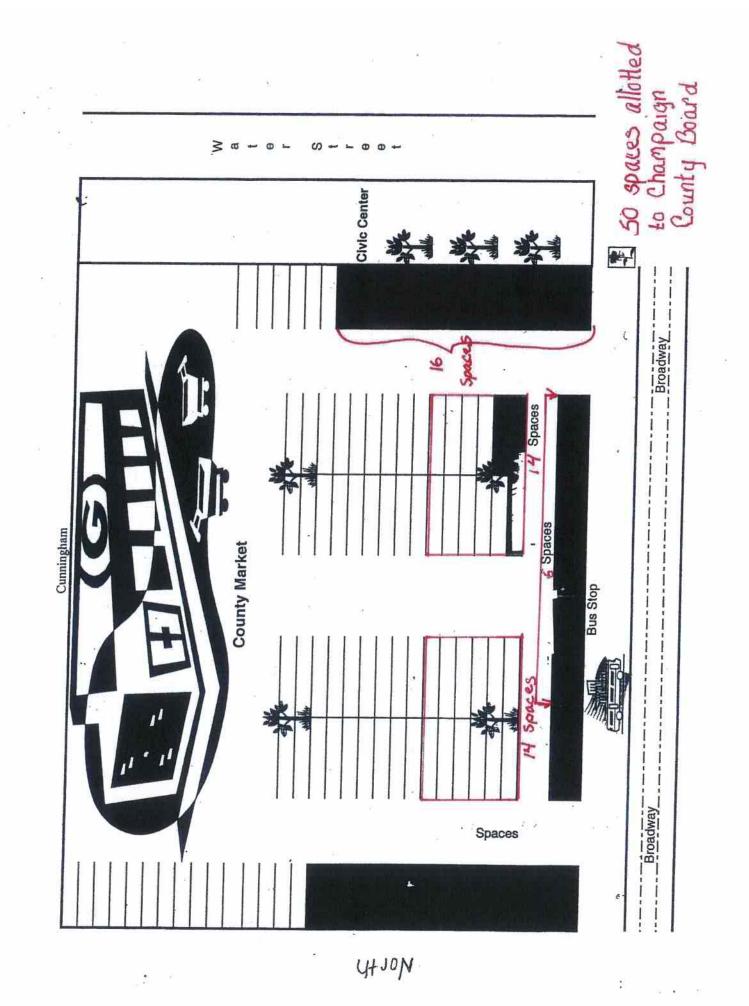
LESSOR: NIEMANN FOODS, INC.

By

Christopher J. Niemann Exec. Vice President and C.F.O.

LESSEE: CHAMPAIGN COUNTY

By: Kland DAlum Print: DANA BRENNER Title: FACINTY DIRECTOR



SECOND AMENDMENT TO LEASE

Niemann Foods, Inc., ("Lessor"), and Champaign County, ("Lessee") hereby enter into this Second Amendment to Lease Agreement ("Amendment"), effective June 5, 2015.

Regarding a certain lease agreement dated September 11th, 2006 ("Lease") as last renewed October 1, 2012, as amended September 18, 2014, whereby Lessee leases from Lessor 50 parking spaces located at 224 North Broadway, Urbana, Illinois.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Lease as follows:

- 1. Lessor hereby grants Lessee an additional ten (10) parking spaces, hereby allowing Lessee a total of sixty (60) leased spaces as designated on Exhibit A. Lessee shall be responsible for any charges associated with the addition of the spaces, including but not limited to the installation of poles and signage.
- 2. Rent shall be Twenty-Three Dollars (\$23.00) per space per month in the sum of Sixteen Thousand Five Hundred Sixty Dollars (\$16,560) per lease year which shall be paid in monthly installments of One Thousand Three Hundred Eighty Dollars and No Cents (\$1,380.00) on or before the first day of each month.

All other terms and provisions of the Lease shall remain in effect. In the event of a conflict between the terms and provisions of the Lease and this Amendment, the terms and provisions of the Amendment shall control. In the event a party's signature on this Amendment is submitted electronically or is a copy, it shall be deemed to be an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first stated above:

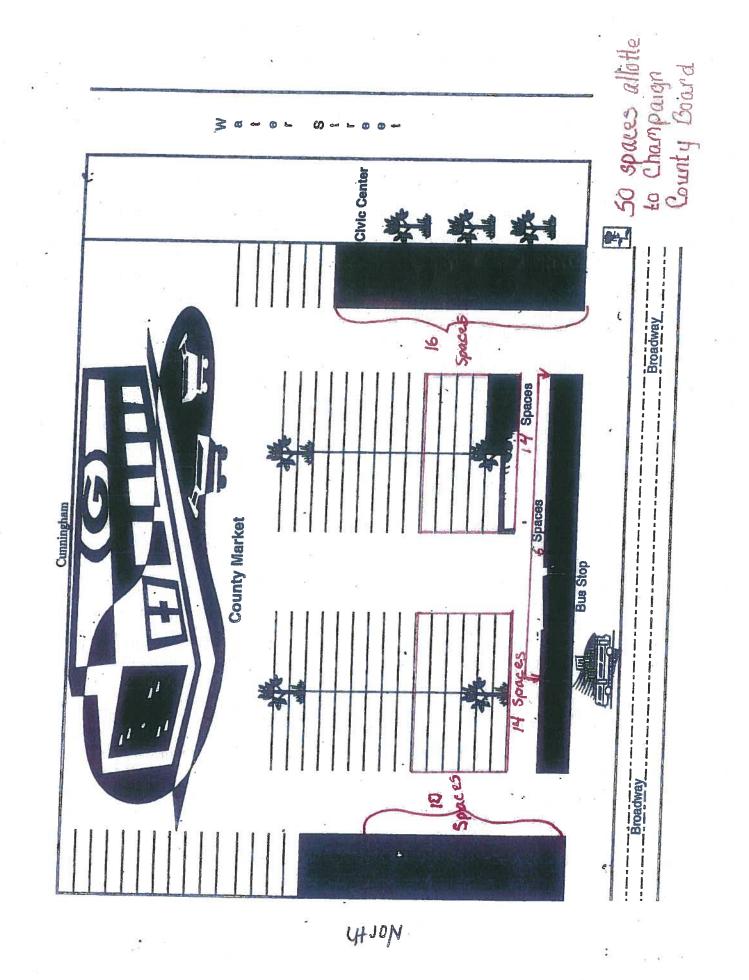
LESSOR: NIEMANN FOODS, INC. Βv

Christopher J. Niemann Exec. Vice President and C.F.O.

LESSEE: CHAMPAIGN COUNTY

By:

Dana Brenner Facility Director



THIRD AMENDMENT TO LEASE

Niemann Foods, Inc., ("Lessor"), and Champaign County, ("Lessee") hereby enter into this Second Amendment to Lease Agreement ("Amendment"), effective August 24, 2016.

Whereas Lessor and Lessee entered into a certain Lease agreement dated September 11th, 2006 ("Lease") as amended, whereby Lessee leases from Lessor 60 parking spaces located at 224 North Broadway, Urbana, Illinois.

Whereas Lessor has agreed to lease the above referenced parking spaces to Lessee for an additional two (2) years.

Now then, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby grants Lessee an additional option of two (2) years whereas Lessee shall pay rent of Twenty-Four Dollars and No Cents (\$24.00) per space per month in the sum of Seventeen Thousand Two Hundred Eighty Dollars and No Cents (\$17,280.00) per lease year which shall be paid in monthly installments of One Thousand Four Hundred Forty Dollars and No Cents (\$1,440.00) on or before the first day of each month.

All other terms and provisions of the Lease shall remain in effect. In the event of a conflict between the terms and provisions of the Lease and this Amendment, the terms and provisions of the Amendment shall control. In the event a party's signature on this Amendment is submitted electronically or is a copy, it shall be deemed to be an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first stated above:

Bv:

LESSOR: NIEMANN FOODS, INC.

By: Richard H. Niemann, Jr.

Richard H. Niemann, J President and C.E.O.

LESSEE: Champaign County

Dana Brenner Facility Director



August 18, 2016

Dana Brenner Champaign County Board 1776 East Washington Urbana, IL 61801

Dana

Per our discussion, enclosed are two copies of an amended lease agreement executed by Niemann Foods, Inc. Please sign both documents, and return one agreement to me in the enclosed envelope, retaining the second document for your files.

Please don't hesitate to call me if you have any questions or concerns.

Sincerely,

Shan Clevenger Real Estate Manager Niemann Foods, Inc. 217-221-5661

FOURTH AMENDMENT TO LEASE

This Fourth Amendment of Lease ("Agreement") is entered into as of the 10th day of October, 2018, by and between Niemann Foods, Inc., ("Lessor"), and Champaign County, ("Lessee").

Whereas Lessor and Lessee entered into a certain Lease agreement dated September 11th, 2006 ("Lease") as amended, whereby Lessee leases from Lessor 60 parking spaces located at 224 North Broadway, Urbana, Illinois.

Whereas Lessor has agreed to lease the above referenced parking spaces to Lessee for an additional one (1) year.

Now then, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby grants to Lessee an additional option of one (1) year whereas Lessee shall pay rent of Twenty-Four Dollars and No Cents (\$24.00) per space per month in the sum of Seventeen Thousand Two Hundred Eighty Dollars and No Cents (\$17,280.00) per lease year which shall be paid in monthly installments of One Thousand Four Hundred Forty Dollars and No Cents (\$1,440.00) on or before the first day of each month.

All other terms and provisions of the Lease shall remain in effect. In the event of a conflict between the terms and provisions of the Lease and this Agreement, the terms and provisions of the Agreement shall control. In the event a party's signature on this Agreement is submitted electronically or is a copy, it shall be deemed to be an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first stated above:

LESSOR: NIEMANN FOODS, INC.

Bv:

Richard H. Niemann, Jr. President and C.E.O.

ie K. Felter

Secretary

LESSEE: CHAMPAIGN COUNTY

By:

Dana Brenner Facility Director

FIFTH AMENDMENT TO LEASE

This Fifth Amendment of Lease ("Agreement") is entered into as of the 30th day of October, 2019, by and between Niemann Foods, Inc., ("Lessor"), and Champaign County, ("Lessee").

Whereas Lessor and Lessee entered into a certain Lease agreement dated September 11th, 2006 as amended ("Lease"), whereby Lessee leases from Lessor 60 parking spaces located at 224 North Broadway, Urbana, Illinois.

Now then, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor have agreed to amend the Lease as follows:

- Lessor hereby grants to Lessee an additional option of three (3) years whereas Lessee shall pay rent of Twenty-Six Dollars and No Cents (\$26.00) per space per month in the sum of Eighteen Thousand Seven Hundred Twenty Dollars and No Cents (\$18,720.00) per lease year which shall be paid in monthly installments of One Thousand Five Hundred Sixty Dollars and No Cents (\$1,560.00) on or before the first day of each month.
- 2. Lessor or Lessee may opt to terminate this Lease at any time with a ninety-day notice to the other party.

All other terms and provisions of the Lease shall remain in effect. In the event of a conflict between the terms and provisions of the Lease and this Agreement, the terms and provisions of the Agreement shall control. In the event a party's signature on this Agreement is submitted electronically or is a copy, it shall be deemed to be an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first stated above:

LESSOR: NIEMANN FOODS, INC.

By:

Richard H. Niemann, Jr. President and C.E.O.

By:

Jodie K. Felter Secretary

LESSEE: Champaign County

Klauppe Bv:

Darlene Kloeppel County Executive

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