



Property Committee Agenda
Room 400, Government Center
Thursday, June 8, 2006
3:00 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – May 4, 2006
3. Departmental Matters:
 - A. Bill Wasson, Director, Parks and Recreation
 - 1) Items to be Presented for Action:
 - a) Request Approval to Award the Bid for a Tractor/Loader Lease Agreement to Cross Implement, Inc. 1-3
 - 2) Items to be Presented for Information:
 - a) General Report 4
 - b) Other
 - B. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Coffee Depot Lease for the Law and Justice Center 5-18
 - b) Request Approval of a SkyTel License Antenna Agreement for McLean County Health Department 19-27
 - c) Request Approval of a Resolution of the McLean County Board Requesting the Public Building Commission of McLean County to Award the Contract for the Remodeling of the Third Floor of the Government Center, 115 East Washington Street, for Occupancy by the City of Bloomington Engineering Department 28-31
 - d) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance – General Fund 0001, Facilities Management Department 0041, Government Center Program 0115 32-33

- 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

C. John Zeunik, County Administrator

- 1) Items to be Presented for Action:
 - a) Request Approval of a Resolution of the McLean County Board Requesting the Public Building Commission of McLean County to Issue Tax-Exempt General Obligation Bonds and to Award a Contract for the Remodeling of the Law and Justice Center, 104 West Front Street, for Occupancy and use by County Offices and Departments
- 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

34-37

- 4. Other Business and Communications
- 5. Recommend Payment of Bills and Transfers, if any, to County Board
- 6. Adjournment



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 05/30/06

RE: Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 1 or 2 year lease, minimum 400 hours, a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader. The most recent quotations received for loader lease are as follows:

	Annual Lease Cost	
Cross Implement Inc.	\$4500.00	& \$10 for ea. hr. over 400
Martin Implement, Inc	\$8250.00	& \$21 for ea. hr. over 400
Birkey's Farm Store	declined to submit proposal	
Stoller Intenational, Inc.	declined to submit proposal	

All tractors included in proposals met specifications.

I recommend the approval of the lease agreement with Cross Implement for a \$4,500.00 1 year lease.

RENTAL AGREEMENT

853153

Name	LESSEE McLean County Dept. of Parks	DATE 05/30/06	RENTAL TERM 07/01/06	BEGINS ON 07/01/06	ENDS ON 07/01/07
Street or RFD	13001 Recreation Area Dr.	BRANCH/REGION	ACCOUNT NO.	Do NOT write in shaded areas For Office Use ONLY	
City, State ZIP Code	Hudson, IL 61748	LESSOR NAME AND ADDRESS Cross Implement, Inc.		NUMBER OF MONTHS	
Telephone Number	309-726-2022	703 S. Minier Ave		APPLIED DATE	
Contact	William Wasson, Dir.	Minier, IL 61759		PAYMENTS APPLIED	
Rental Rate	4,500.00	Tax	Service Charge	TOTAL RENTAL RATE 4,500.00	
Minimum RENTAL PERIOD Guaranteed by Lessee 12 months		Minimum RENTAL AMOUNT Guaranteed by Lessee \$ 4,500.00		Rental are payable in advance of use of equipment. Weekly Rental one week's rent in advance. Hourly and Daily Rental entire amount in advance. Monthly Rental one month's rent in advance.	
EQUIPMENT WILL BE USED AT: (County) McLean /Woodford County		(City) IL		(State) IL	
Lessee will not remove the Equipment from this location without written permission from Lessor.					
Document Reference No.	Qty.	Model	Size & Description of Equipment (Give Product Identification/Serial No.)	Hour Meter Reading	Present Value
	1	5425	MFWD Tractor per spec. w/power rev. 400 hours per year- \$10 per hr. excess hours charge	<1 hr	17858.00
	1	542SL	Loader		3921.00
Invoice to be issued by Lessor for payment in full upon initiation of agreement. Payment NET 30 upon receipt by Lessee.					
					21779.00
					TOTAL VALUE PRESENT

RENTAL AGREEMENT

The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at his address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof.

It is contemplated that the Equipment will be operated for not more than NA hours in any one day, NA hours in any one week, NA hours in any one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession, and the amount of any such loss or damage shall be based on the value shown above. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear excepted. If upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. Lessee, at his own expense will carry public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage. Neither Lessor, its assigns, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.

Upon expiration of the term of this Rental Agreement or at any time during such term, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above, and may apply to such purchase price _____ % of all rentals theretofore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the equipment in some other manner agreed to by the parties.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF WHICH ARE HEREBY MADE A PART HEREOF.

LESSEE (Customer) For McLean County	LESSOR (Dealer) For Cross Implement
BY _____	

RENTAL AGREEMENT

1. **Addition of Accessories:** Lessee will not, without consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
 2. **Compliance with Regulations:** Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.
 3. **Inspection:** Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor may remove the Equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly, cared for or abused.
 4. **Assignment:** Lessee agrees that Lessor may assign this Rental Agreement and all right, title and interest of the Lessor in and to the Equipment, and all rent due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such assignment as its obligation to pay rent under this Rental Agreement shall not or to any such assignee be subject to any claim, defense or set-off on any ground of non-assignment hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease the Equipment, or allow its use by person not in his employ.
 5. **Default:** If Lessee shall fail to make rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor. In the event of any such entry, Lessee agrees to pay all unpaid rental and all other rental due, damages for any injury to the Equipment, legal expenses, cost of removal of the equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.
 6. **Construction:** This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment leased hereunder except as a Lessee.
 7. **Guaranteed Rental - Return of Equipment:** Provided the guaranteed rental shown on the reverse side is or has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor.
- B. **General:** Time is of the essence of this Rental Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right hereafter to demand strict compliance herewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

ASSIGNMENT

TO JOHN DEERE

For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assigns, subject to all the terms of the applicable John Deere Rental Sales Program which are hereby incorporated in and made a part of hereof. I agree to collect rental starting due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

"John Deere" means the John Deere Company or John Deere Construction Equipment Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE _____

DEALER _____

SIGNED BY _____



DEPARTMENT OF PARKS AND RECREATION
 (309)726-2022 FAX (309)726-2025 www.mclean.gov
 13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 05/26/06

RE: General Report

Parks Facility Usage – YTD as of 05/26/06

	2006	2005	2004	2003	2002	2001
<u>Camping Nights</u>	1579	1382	1477	1650	1390	1777
<u>Watercraft Registration</u>						
Annual Resident	418	393	343	338	425	476
Annual Non-Resident	567	337	238	266	372	401
Daily Resident	35	12	17	18	29	28
Daily Non-Resident	174	64	81	80	76	130
<u>Shelter Reservations</u>						
	41	30	25	31	26	35



104 W Front St
Bloomington, IL 61701
828-3376

RECEIVED

MAY 04 2006

Facilities Mgt. Div.

April 27, 2006

Dear Jack,

I'm writing to let you know that The Coffee Depot, LLC is interested in renewing our lease in The Law and Justice Center for another two years. As with all new businesses it takes time to build a good customer base, and we're now beginning to see the results of our venture. We appreciate the opportunity to continue to serve the employees and visitors at The Law and Justice Center.

Thank you for your time and consideration.

Sincerely,

Kevin Crutcher - co-owner of The Coffee Depot, LLC

AGREEMENT

Between

The County of McLean

as Landlord,

and

The Coffee Depot, LLC

as Tenant,

for

Retail Coffee-Kiosk Space Located in the Lobby of the
McLean County Law and Justice Center
104 West Front Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term</u>	1
2. <u>Rent</u>	1
3. <u>Tenant's Use and Operation</u>	1
4. <u>Hours of Operation</u>	1
5. <u>Utilities</u>	2
6. <u>Building Common Areas</u>	2
7. <u>Maintenance and Repair</u>	2
8. <u>Parking</u>	2
9. <u>Alterations</u>	3
10. <u>Indemnity Agreements</u>	3
11. <u>Insurance Requirements</u>	3
12. <u>Loss of Revenue</u>	4
13. <u>Conduct</u>	4
14. <u>Signs</u>	4
15. <u>Estoppel</u>	4
16. <u>Access to the Premises</u>	5
17. <u>Hazardous Material</u>	5
18. <u>Survival</u>	6
19. <u>Condemnation</u>	6

20.	<u>Destruction</u>	6
21.	<u>Insolvency</u>	6
22.	<u>Assignment and Subletting</u>	7
23.	<u>Default</u>	7
24.	<u>Termination; Surrender of Possession</u>	7
25.	<u>Waiver</u>	8
26.	<u>Notices</u>	8
27.	<u>Agency</u>	9
28.	<u>Compliances</u>	9
29.	<u>Partial Invalidity</u>	9
30.	<u>Holding Over</u>	9
31.	<u>Successors</u>	9
32.	<u>Right to Terminate</u>	10
33.	<u>Non-Affiliation Clause</u>	10
	Approval Signatures	10

Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and *The Coffee Depot, LLC*, owned by Mr. Kevin Crutcher, #8 Blue Lake Court, Bloomington, Illinois, 61704 (hereinafter referred to as "DEPOT") as Tenant, agree to continue a lease agreement for approximately 200 s.f. of floor space located on the west side of the first floor (lobby) of the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"), for the purpose of operating a coffee-kiosk retail sales operation for the sale of brewed coffee, juices, snack foods, and related products; and,

WHEREAS, this agreement expressly sets forth the rights and duties of each party, NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall be for two (2) years to commence on the 1st day of August, 2006 and terminate on the 31st day of July, 2008.
2. **Rent.** Rent for the **first year** of this agreement (August 1, 2006 to July 31, 2007) to be paid to COUNTY by DEPOT shall be \$260.00 per month. Rent for the **second year** of the lease agreement (August 1, 2007 to July 31, 2008) to be paid to COUNTY by DEPOT shall be \$270.40 per month. All monthly rent payments are due and payable by the first day of each month and shall be mailed or delivered to the below address:

**McLean County Treasurer
Government Center – Mezzanine Level
115 E. Washington Street
P.O. Box 2400
Bloomington, Illinois 61702-2400**

3. **Tenant's Use and Operation.** DEPOT shall use the aforementioned leased premises only for the purposes of retail sales of beverages and food items included in the original business plan proposal presented to COUNTY. NO ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD AT ANY TIME. DEPOT shall not use the premises for any unlawful, improper or immoral use, nor for any purposes or in any manner which is in violation of any present or future governmental law or regulation. DEPOT shall, during the term of the lease agreement and during any future terms, continuously use the leased premises for the purposes stated herein.
4. **Normal Hours of Operation:** COUNTY agrees to DEPOT normal hours of operation to be 7:00 a.m. until 1:30 p.m., Monday through Friday. DEPOT understands that on all recognized holidays observed by COUNTY when BUILDING is normally closed, DEPOT will also be closed on those days of the year. Should DEPOT desire to adjust these stated hours of operation, DEPOT shall inform COUNTY, but at no time remain open past the normal closing time of BUILDING.

An exception may be made for any special events DEPOT may agree to host, from time to time, as may be requested by COUNTY offices or outside groups permitted by COUNTY to use of BUILDING meeting rooms after hours.

5. **Utilities.** COUNTY shall pay all utilities provided to DEPOT from BUILDING installed utility services. DEPOT shall be responsible for the payment of any phone and data services for the leased premises and all other costs, included but not limited to, trash disposal and exterminator service.
6. **Building Common Areas:** DEPOT shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises and shall be limited to the area immediately surrounding the location of DEPOT. Such common areas shall include COUNTY designated areas for the purpose of egress and ingress of DEPOT employees, customers, and delivery of supplies and materials. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue. No bulk storage of supplies shall be permitted on the floor in the lobby outside of the coffee kiosk operation. DEPOT further agrees not to block any natural footpaths of egress or ingress used by employees and members of the public entering and exiting BUILDING.
7. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes unrelated to DEPOT, the American's with Disabilities Act (as to permanent improvements only), and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, and perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of DEPOT or its employees or customers. DEPOT shall keep the interior and exterior of leased premises as well as the floor space immediately surrounding DEPOT clean and orderly and in good condition and repair at all times and at its own expense. This includes the immediate clean-up by DEPOT employees of all beverage spills, paper trash, or food droppings anywhere in the lobby as may be caused by DEPOT customers or products. DEPOT shall keep all customer service areas of the leased premises clean at all times and at their own effort and expense. DEPOT shall be responsible for their own custodial needs for clean-up after hours and shall completely remove from BUILDING all trash generated from their operation at the conclusion of each shift.
8. **Parking.** COUNTY shall provide DEPOT no parking stalls at BUILDING and further, DEPOT agrees not to park any employee vehicles or permit customer vehicles to park in the 200 W. Front Street lot adjacent to BUILDING at any time under penalty of removal of said vehicle(s) at owner's expense.

9. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises, once DEPOT occupies the lobby space, without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to BUILDING, with the exception of DEPOT displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease agreement shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to DEPOT certain fixtures, trade fixtures, alterations, and additions to the leased premises which shall be removed by DEPOT at the expiration of this lease or any subsequent lease agreement extensions thereof. The parties hereto may also agree in writing, prior to the installation or construction or any alterations, improvements, or fixtures to the leased premises by DEPOT that DEPOT may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. DEPOT shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
10. **Indemnity Agreement:** DEPOT agrees to indemnify and save and hold harmless COUNTY (including its officials, agents, and employees) and the McLean County Public Building Commission, hereinafter referred to as "PBC", (including its officials, agents, and employees), from any loss, liability, claim, action, damages, or costs that may be incurred arising out of or in any way connected with this undertaking, whether or not it arises out of the acts or omissions on the part of DEPOT.
11. **Insurance Requirements:**
- a. **Property Insurance:** For the entire term of this agreement, or any extensions thereof, DEPOT shall be responsible for obtaining and maintaining the applicable policies for protecting DEPOT against loss or damages to its own furnishings, equipment, personal property in or on the leased premises, and for business income loss. COUNTY and PBC will not reimburse DEPOT for loss of business income. DEPOT will look to its own policies of insurance for reimbursement. COUNTY and PBC will maintain property insurance for their own interests as dictated by their contractual relationship on ownership and tenancy of BUILDING.
 - b. **Liability Insurance:** DEPOT shall, during the entire term thereof and any subsequent lease agreement extensions, keep in full force a policy of General Liability Insurance with respect to the leased premises and the business operated By DEPOT in the leased premises, and in which the limits of liability shall be as follows:

1. Bodily Injury limits of not less than \$1,000,000.00 per occurrence/aggregate;
 2. Personal Injury limits of not less than \$1,000,000.00 per occurrence/aggregate;
 3. Property Damage limits of not less than \$1,000,000.00 per occurrence/aggregate; and
 4. Products and Completed Operations limits of not less than \$100,000.00 per occurrence/aggregate.
 5. COUNTY and PBC shall be named as Additional Insureds in all policies of liability insurance maintained pursuant to this provision.
 6. Insurance carriers shall be admitted to do business in the state of Illinois.
- c. **Added Risk.** DEPOT shall also pay for any resultant increases in insurance rates for COUNTY and/or PBC on BUILDING as a result of added risks attributable to this undertaking in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from DEPOT's business. DEPOT's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after DEPOT is given written request for same. COUNTY and PBC shall bill DEPOT without notice or negotiation for any rate increases.
12. **Loss of Revenue:** Neither COUNTY nor the PBC shall be responsible for loss of revenue of DEPOT in the event that BUILDING is closed for any reason or is rendered unoccupiable, whether or not said closing is the result of actions or inactions taken or not taken by the COUNTY or the PBC, including but not limited to acts of God, weather conditions, epidemic, landslide, lightning, tornado, earthquake, fire, explosion, flood or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance, or other similar occurrence that may have a material adverse effect.
 13. **Conduct.** DEPOT shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
 14. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice by DEPOT shall be permitted on the outside of BUILDING.
 15. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease

is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

16. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions, or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease or any subsequent lease agreement extensions thereof, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

17. **Hazardous Material.**

a. **Prohibition.** DEPOT expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises any hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et. seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et. seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** DEPOT expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by DEPOT, its agents, employees, invitees, clients, or licensees, or by the negligence of DEPOT, its agents, employees, invitees, clients, or licensees,

- (i) DEPOT shall immediately notify COUNTY of the event;
- (ii) DEPOT shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) DEPOT shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) DEPOT shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) DEPOT shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY and the PBC from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

18. **Survival.** DEPOT expressly covenants and agrees that the duties, obligations, and liabilities of DEPOT under the preceding paragraph 17(a) and 17(b) shall survive the termination of this lease, and are binding upon DEPOT and its successors and assigns.
19. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit DEPOT to carry on its business in a manner comparable to which it has become accustomed, then this lease agreement shall continue, but the obligation to pay rent on the part of DEPOT shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of DEPOT, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or DEPOT to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor DEPOT shall have any right in or to any award made to the other by the condemning authority.
20. **Destruction.** Except as otherwise provided in this lease agreement, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by DEPOT in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred eighty (180) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or DEPOT shall have the right to terminate this lease agreement, or any extensions thereof.
21. **Insolvency.** Neither this lease agreement nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if DEPOT shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of DEPOT shall be appointed by reason of DEPOT's insolvency or inability to pay its debts, or if any assignment shall be made of DEPOT's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any lease agreement extensions thereof, and all rights of DEPOT hereunder, by giving DEPOT notice in writing of the election of COUNTY to so terminate.

22. **Assignment and Subletting.** DEPOT shall not assign or in any manner transfer this lease or any estate or interest herein without the express written prior consent of COUNTY.

23. **Default.** If DEPOT shall fail to make any payment of rent hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which DEPOT is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if DEPOT shall abandon or vacate the premises during the term of this lease agreement, or if DEPOT shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to DEPOT, have any one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity.

- a. Terminate this lease agreement, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by DEPOT during the balance of the term of this lease agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by DEPOT to COUNTY.
- b. Without waiving its right to terminate this lease agreement, or any extensions thereof, terminate DEPOT's right to possession and repossess the leased premises without demand or notice of any kind to DEPOT, in which case COUNTY may relet all or any part of the leased premises. DEPOT shall be responsible for all costs of reletting. DEPOT shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
- c. Have specific performance of DEPOT obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

24. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease or any lease agreement extension thereof, DEPOT shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph nine (9) of this lease agreement, ordinary wear and tear excepted), remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and

- (iii) Upon the request of COUNTY, at DEPOT's cost and expense, remove from the property all signs, symbols, and trademarks pertaining to DEPOT's business and repair any damage caused by such removal.
 - (iv) DEPOT agrees to attend a walk-through "punchlist" inspection tour to be conducted by COUNTY at the termination of the lease and after all property owned by DEPOT has been removed by DEPOT, for purposes of cataloging and assessing costs of any damage to BUILDING and leased premises caused by DEPOT.
- b. If DEPOT shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so at its option and recover its costs for so doing. COUNTY may, without notice, dispose of any property of DEPOT which remains in the leased premises in any manner that COUNTY shall choose without incurring liability to DEPOT or to any other person. The failure of DEPOT to remove any property from the leased premises shall forever bar DEPOT from bringing any action or asserting any liability against COUNTY with respect to such property.
25. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of DEPOT requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by DEPOT.
26. **Notices.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
Government Center, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With copies to:

Director Facilities Management
McLean County Law and Justice Center, Room 101
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to DEPOT:

Mr. Kevin Crutcher
#8 Blue Lake Court
Bloomington, Illinois 61704

27. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
28. **Compliances:** DEPOT agrees to comply, during the term of this lease and any subsequent lease extensions thereof, with all applicable McLean County Health Department codes and regulations and to maintain in good-standing a Health Department food permit at all times. Failure to maintain in good standing the required Health Department food permit shall constitute breach of contract after ten days of any notice to comply issued from the McLean County Health Department. Further, DEPOT agrees to comply with all City of Bloomington Building Code and Enforcement Department applicable codes and regulations pursuant to this undertaking as may be required by the City of Bloomington, and requirements of the McLean County Facilities Management Department.
29. **Partial Invalidity.** If any term or condition of this lease agreement, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease agreement, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease agreement shall be valid and be enforced to the fullest extent permitted by law.
30. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the same terms and condition herein specified, so far as applicable.
31. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of DEPOT unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

Page ten

32. **Right to Terminate.** Notwithstanding any other provision of this lease agreement to the contrary, either party shall have the right to terminate this lease agreement during the initial term or any subsequent term by giving at least thirty (30) days prior written notice of termination to the other party, by abiding by paragraph 26, page eight (8) of this agreement pertaining to all notices.
33. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of June, 2006.

APPROVED:

THE COFFEE DEPOT, LLC

McLEAN COUNTY

By: _____
Mr. Kevin Crutcher, Co-Owner

By: _____
Chairman, McLean County Board

Mr. Frank Laesch, Co-Owner

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

Coffee Depot Lease 06-07.Doc



May 8, 2006

RECEIVED

MAY 10 2006

Facilities Mgt. Div.

County of McLean
Attn: Jack Moody
Director, Facilities Management
104 W. Front Street
Bloomington, IL 61702-2400

Dear Mr. Moody,

Enclosed please find (2) two copies of a partially executed Rooftop Antenna Lease Agreement for the following location:

McLean County Health Department
200 W. Front Street
Bloomington, IL 61701
MSA 250/GRID 3

Please sign all copies and return one copy to me at SkyTel Corp. 500 Clinton Center Drive, Building 2, Floor 4, Clinton, MS 39056. Should you need further information I can be reached at (800) 733-1700 EXT 3540 or (601) 460-3540

Sincerely,

A handwritten signature in cursive script that reads "Pagie Bramlette".

Pagie Bramlette
Senior Staff Assistant



RECEIVED

MAY 10 2006

Facilities Mgt. Div.

May 9, 2006

County of McLean
Attn: Jack E. Moody, Director Facilities Management
104 W. Front Street
Bloomington, IL 61702-2400

Re: SkyTel/Destineer Antenna Site License Agreement # 21861
For Antenna Space at
McLean County Health Department
200 W. Front Street
Bloomington, IL 61701

Dear Mr. Moody:

Please find attached a copy of SkyTel's License for Antenna Space for our paging system located at the above-mentioned location. Please sign and forward two (2) copies of the Agreement to my attention at the address listed below.

If you have any questions or need additional information, please don't hesitate to give me a call. Thanks for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Chandler Mangum".

Chandler Mangum
Regional Coverage Coordinator
North Central and Western Region
500 Clinton Center Drive
Building 2, Fourth Floor
Clinton, MS 39056
601-460-3516

SKYTEL CORP.
ANTENNA SITE LICENSE AGREEMENT

This Antenna Site License Agreement ("Agreement") is entered into as of this 12th day of April, 2006, by and between McLean County ("Licensor") and SkyTel Corp., a Delaware corporation ("Licensee").

1. **License to Use.** Subject to the terms and provisions of this Agreement, Licensor grants unto Licensee a nonexclusive right to use the premises (the "Licensed Premises") described in *Exhibit A* annexed hereto for the construction, installation, maintenance, repair, operation and removal of Licensee's communication equipment (the "Equipment") as more particularly described in Section 5.1 herein below.

2. **Term.** This Agreement shall commence on the first day of September 2006, (the "Commencement Date") and continue for a period of three (3) years (the "Initial Term").

3. **Term Extension.** This Agreement may be extended for an additional three (3) consecutive terms (each an "Extended Term") of the same duration as the Initial Term by Licensee providing Licensor with written notice of its intention to so extend at least ninety (90) days prior to the expiration of the Initial Term or the then current Extended Term. No reply or similar action on the part of the Licensor shall be required in order to effectuate the extension. The Initial Term together with any and all Extended Term(s) shall hereinafter collectively be referred to as the "Term."

4. **License Fee.** Licensee shall pay Licensor, or its designated Payee, on the Commencement Date and on the first day of each calendar month thereafter during the Term of this Agreement a license fee in the amount of Two Hundred Twenty Dollars and twenty cents (\$266.20), plus any applicable state, municipal or county taxes identified by the Licensor and solely related to the aforementioned license fees. Upon written notice by Licensor of such taxes being due, Licensor shall furnish evidence reasonably sufficient to establish such request. Licensee shall pay a 10% increase in the License Fee commencing on the date of each Extended Term.

5. Installation, Maintenance, Operation and Removal of Equipment.

5.1. Whenever used in this Agreement, the "Equipment" means Licensee's communication equipment as deemed necessary by Licensee from time to time during the Term to carry out the purpose of this Agreement, including without limitation transmitters, antennas, receivers and auxiliary equipment, and which as of the date hereof is that equipment listed on Exhibit "B" annexed hereto.

5.2. Title to the Equipment installed upon the Licensed Premises shall at all times be and remain with the Licensee. Except as otherwise provided herein, all costs associated with the installation, maintenance, operation and removal of the Equipment shall be paid by Licensee.

5.3. The installation, maintenance, operation and removal of the Equipment shall not damage the Licensed Premises. During the Term, Licensee shall have the right of ingress and egress to the Licensed Premises where the Equipment is located, twenty-four (24) hours a day, seven (7) days a week, without charge, for the purpose of constructing, installing, maintaining, repairing, and removing the Equipment. Prior notice to Licensor of access needed shall be provided in advance of such access to the Licensed Premises by Licensee; provided, however, that should an emergency require Licensee to enter upon the Licensed Premises, such notice shall be provided in advance by Licensee only if reasonably practicable. This same right of access shall apply in the case of the installation and/or maintenance of emergency equipment required to ensure the integrity of the temporary Licensee's system.

5.4. Following the removal of any or all of the Equipment from the Licensed Premises, Licensee shall return the Licensed Premises to its pre-installation condition, ordinary wear and tear excepted. Upon the expiration or termination of this Agreement, Licensee shall have the same right of ingress and egress expressed hereinabove for the purpose of removing the Equipment from the Licensed Premises.

6. **Electricity.** Electrical power to be consumed in the operation of Licensee's Equipment shall be supplied and paid for by Licensor; however, Licensee shall be responsible for the cost of the installation or modification of any outlets or receptacles necessary to provide such electrical power to the Equipment. In no event, except as described in the preceding sentence, shall Licensee be responsible for the cost of any re-wiring or other structural modification of the Licensed Premises to deliver electricity to the Equipment. Licensor shall make any such re-wiring or structural modifications at its own sole cost and expense.

7. **Licensor's Covenants.**

7.1 Licensor shall not use, nor grant a lease or license to any third party permitting installation of equipment or any use of the Licensed Premises, nor permit any use of Licensed Premises or any other facility in proximity thereto in a manner which would interfere with Licensee's use of the Licensed Premises as provided for herein.

7.2 Licensor shall maintain the condition of the Licensed Premises fit for the proper construction, installation, maintenance and operation of the Equipment as provided herein.

8. **Interference by Licensee.** Licensee's Equipment shall not interfere with users on the Licensed Premises as of the date hereof. In the event Licensee's Equipment does interfere with any other user on the Licensed Premises, Licensor shall immediately notify Licensee and Licensee shall have forty-eight (48) hours in which to eliminate the interference.

9. **Termination.** Licensor or Licensee shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. Upon any termination of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except with respect to those obligations which by their nature are designed to survive termination.

10. **Indemnification.** Licensee shall indemnify and hold Licensor, its officers, directors, employees and agents, harmless from and against any claims, costs, liability or loss from personal injury or property damage, resulting from or arising out of the installation or use of the Equipment which may arise against Licensor excepting claims or damage as may be due to, or caused by, the acts of Licensor. Licensor shall indemnify and hold Licensee, its officers, directors, employees and agents, harmless from and against any claims, costs, liability or loss from personal injury or property damage, or from violations of or non-compliance with applicable and relevant rules or regulations of governmental authorities, resulting from or arising out of the acts, errors, omissions or negligence of Licensor, or the condition of the Licensed Premises or occupancy of same by Licensor or third parties, which may arise against Licensee excepting claims or damage as may be due to, or caused by, the acts of Licensee. The obligations of Licensor and Licensee under this Section 11 shall survive the expiration or earlier termination of this Agreement. The Licensor does not waive its protection under the local governmental and governmental employees tort immunity act.

11. **Insurance.** Licensee shall maintain in full force and effect during the Term insurance providing for personal injury and property damage liability coverage in an amount of at least One Million dollars (\$1,000,000.00) and in a form that is standard for the type of site and operation contemplated by this Agreement. Prior to the installation of the Equipment and annually thereafter, Licensee will provide Licensor with one (1) certificate of insurance. Licensor will be responsible for copying said certificate of insurance and/or ensuring the distribution of said copies to whomever they deem necessary.

12. **Regulatory Compliance.** Except as otherwise expressly set forth in this Agreement, Licensee shall be solely responsible for effecting compliance with all requirements of any and all applicable federal, state or municipal rules and regulations and for obtaining any third party consent, permit, variance or the like as may be required by any federal, state or municipal authority in order to install and operate the Equipment. Without limiting the generality of the foregoing, if the Licensed Premises is a tower, Licensor hereby agrees to be responsible for compliance with all applicable laws, rules and regulations, including without limitation all rules and regulations under Part 17 of the Rules and Regulations of the Federal Communications Commission ("FCC") and Part 77 of the Rules and Regulations of the Federal Aviation Administration ("FAA"), concerning construction, maintenance, lighting, marking and notification requirements of its tower and to be responsible for the payment of any fines that might be levied toward Licensee as a result of non-compliance with any such rules and regulations.

13. **Compliance with Federal Regulations.** Licensee acknowledges that it has contracts with the federal government and is required under the terms and conditions of Licensee's Affirmative Action Plan to have its licensors agree to certain conditions, and in compliance therewith, Licensor agrees that, to the extent applicable, the provisions of 41 C.F.R. Section 60-1.4; 41 C.F.R. Section 60-250.4; and 41 C.F.R. Section 60-741.4 are incorporated by reference into the terms of this Agreement, and are intended to be binding upon Licensor.

14. **Assignment.** This Agreement may at any time be assigned by Licensee to an affiliate or to any person acquiring all or substantially all of the assets or a controlling interest in the voting stock of the assigning party, and, in the event of any assignment of this Agreement, all terms and conditions hereof shall be binding upon and inure to the assignee as though such assignee were an original party hereto.

15. **Quiet Enjoyment.** Licensor covenants and agrees with Licensee that upon Licensee's paying the license fee and observing and performing all the terms, covenants and conditions of Licensee's part, Licensor shall provide Licensee with quiet use and enjoyment of the Licensed Premises, subject to the terms and conditions of this Agreement.

16. **Compliance with Radio Frequency Emissions Rules Or Regulations; Claims.** If applicable, Licensor will comply, at all times with any and all laws, rules or regulations regarding non-ionizing Radio Frequency ("RF") Emissions in effect on the date hereof and as the same may be amended from time to time during the Initial Term or any Extended Term. Licensee's continuing obligations pursuant to this Agreement are conditioned on the site being fully compliant with all applicable FCC rules and/ or regulations with respect to non-ionizing RF Emissions, as well as the FCC's rules governing RF compliance standards. The parties agree that, to the extent there is any need for coordination among FCC licensed tenants or Licensee using the Licensed Premises, Licensor shall be responsible for such coordination. Should any assessment or evaluation be required under the aforementioned laws, rules or regulations, Licensee's sole responsibility to Licensor will be to provide the technical documentation requested with regards to Licensee's non-ionizing RF Emissions levels. Neither Licensee, nor its officers, directors, agents or employees, shall be liable, directly or indirectly, for non-ionizing RF Emissions caused by other tenants or Licensee using the Licensed Premises, or any claims, damages or costs arising therefrom.

17. **Representations and Warranties.**

17.1. **By Licensor.** Licensor hereby represents and warrants that:

Licensor is fully empowered to execute, deliver and perform the various obligations under this Agreement; the individual signing this Agreement on behalf of Licensor is fully empowered to so act on behalf of Licensor; and this Agreement has been duly authorized, executed and delivered by Licensor and constitutes the binding obligation of Licensor enforceable in accordance with its terms.

17.2. **By Licensee.** Licensee hereby represents and warrants that:

(a) Licensee is fully empowered to execute, deliver and perform the various obligations under this Agreement; the individual signing this Agreement on behalf of Licensee is fully empowered to so act on behalf of Licensee; and this Agreement has been duly authorized, executed and delivered by Licensee and constitutes the binding obligation of Licensee enforceable in accordance with the terms herein.

(b) Licensee will obtain all necessary and proper third party consent, permit, license, variance or the like as may be required by any federal, state or municipal governmental authority in order for Licensee to use the Licensed Premises as contemplated herein.

18. **Miscellaneous.**

18.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflict of law.

18.2. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Subject to the terms of the preceding sentence, in the event that any provision shall be deemed inconsistent with or in violation of any applicable rule or regulation of the FCC, then in such event said provision shall be deemed null and void and the parties shall use their best efforts to modify the offending provision to conform to such rule or regulation.

18.3. No delay or failure by either party to enforce any right under this Agreement will be deemed a waiver of that or any other right.

18.4. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

18.5. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

18.6. This Agreement, including all exhibits and documents directly referenced, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

18.7. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

18.8. Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by a recognized overnight courier or United States mail, and shall be deemed to have been received when (a) delivered in person, or (b) one (1) business day after delivery to the office of such overnight courier service, or (c) three (3) business days after depositing the notice in the United States mail with postage prepaid and properly addressed to the other party, at the respective addresses set forth under the parties' signatures below, or to such other address or addresses as either party may from time to time designate as to itself by like notice.

19. Payment. The license fee shall be paid to the Payee as indicated below:

Payee's exact name: McLean County Treasurer
Address: Government Center, 115 E, Washington Street
Bloomington (Street or Post Office Box) Illinois 61702-2400
(City) (State) (Zip)
Payee's Federal Taxpayer ID# or, if none, SS# 37-6001569

[Remainder of Page Left Intentionally Blank – Signature Page to Follow]

In Witness Whereof, Licensor and Licensee have executed this Agreement on the dates noted below.

LICENSOR: McLean County

LICENSEE: SkyTel Corp.
By: M. Todd Vanlandingham

By: X

Name: Michael F. Sweeney
(Signature)

Name: M. Todd Vanlandingham

Title: CHAIRMAN, McLean Co. BOARD
(Print)

Title: Director

Date: JUNE 20, 2006

Date: 5.5.06

Street Address:
(If different from mailing address)

Street Address:

115 E. WASHINGTON STREET
(Street)

500 Clinton Center Drive
Building Two, Fourth Floor
Clinton, MS 39056
Attention: Site Leasing Administration

BLOOMINGTON, ILLINOIS 61702-2400
(City, State, Zip)

Phone: (309) 888-5110

Phone: (601)460-3478

Fax: _____

Fax: (601)460-5887

EXHIBIT "A"
SKYTEL CORPORATION

Licensed Premise: McLean County Health Department, 200 W. Front Street, Bloomington, IL,
61701

Exhibit "B"
SKYTEL CORP.
RECEIVER EQUIPMENT & OTHER CONSIDERATIONS

(Indoor Installation)

FOR LICENSOR'S INTERNAL USE ONLY

MANUFACTURER:	Motorola
MODEL:	T5538A
F.C.C. ID NBR:	ABZ89FR5780
FREQUENCY:	901.200 - 901.250 MHz
MODULATION:	FM/four level FSK
ELECTRONICS:	Superheterodyne Receiver Channel spacing: 12.5 KHz Number of channels: 4
POWER REQMTS:	100vac - 135vac, 60 Hz
CURRENT DRAW:	Maximum - 0.7A @ 115vac
POWER USAGE:	80.5 Watts total
HEAT GENERATION:	275 BTU/hr.
SIZE:	25" H x 22" W x 21" D
WEIGHT:	150 lbs.
ANTENNA:	Scala OGB9-900N, 10' H x 2" dia., weight 15 lbs.
COAX CABLE:	LDF4 (1/2") if less than 125' or LDF5 (7/8") if more than 125'

To: Tom Hamilton, Bloomington City Manager
✓ John Zeunik, McLean County Administrator
David Wochner, PBC Counsel.

From: Paul Young, Young Architects
Gene Asbury, Young Architects

Date: Revised June 2, 2006

Re: Third Floor Remodeling of the Government Center cost compilation

Attached is a copy of the Bid Tabulation form for the Remodeling of the Third Floor Government Center bids received on May 24th, 2006.

The low base bid for this work is that of Bishop Brothers Inc. of Peoria in the amount of \$855,351. In addition to this are 4 alternates that we recommend (#4 is not being accepted), two of which are for work other than on the 3rd floor and which are described on the lower part of the tabulation sheet, with their amounts as follows:

Alternate #1-----	\$10,646
Alternate #2-----	5,296
Alternate #3-----	2045
Alternate #5-----	<u>7736</u>
Total-----	\$25,723

We recommend approval of a contract, through the Public Building Commission, for construction of this project in the amount of \$855,351 plus the 4 alternates in the amount of \$27,723 for a total contract amount of \$881,074

Recommended contingency amount @ 7%-----\$61,675

Architectural and Engineering flat fee ----- \$133,000

Public Building Commission legal fee ----- 8,000

Combined total ----- \$1,083,749

RESOLUTION OF THE McLEAN COUNTY BOARD
REQUESTING THE PUBLIC BUILDING COMMISSION OF McLEAN COUNTY
TO AWARD CONTRACT FOR THE REMODELING OF THE
THIRD FLOOR OF THE GOVERNMENT CENTER
115 EAST WASHINGTON STREET
FOR OCCUPANCY AND USE
BY THE CITY OF BLOOMINGTON ENGINEERING DEPARTMENT

WHEREAS, the Public Building Commission of McLean County has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended, (the "Act") for the reason that an urgent need exists for modern public improvements, buildings, and facilities within the limits of the County seat of McLean County for use by governmental agencies in the functioning of essential governmental, health, safety, and welfare services to the citizens; and,

WHEREAS, the County of McLean, a body politic and corporate (the "County") and the Public Building Commission of McLean County, Illinois (the "Commission") are authorized by law to enter into an Agreement for financing the purchase and acquisition of real property; and,

WHEREAS, the McLean County Board, at its regular meeting on April 17, 2001, approved the recommendation received from the Finance Committee and the Property Committee to jointly purchase with the City of Bloomington the 115 East Washington Building for occupancy and use by McLean County Offices and Departments; and,

WHEREAS, the McLean County Board has requested that the Commission, pursuant to the authority granted the Commission under the Act, remodel the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

WHEREAS, on May 24, 2006, the Commission opened bids to complete the remodeling of the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

WHEREAS, pursuant to the Agreement approved by the County, the City, and the Commission, the County and City have agreed to share equally the costs for remodeling the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

WHEREAS, the Commission's architect has reviewed the bids submitted and has recommended that Bishop Brothers, Inc., Peoria, Illinois, be awarded a contract in the amount of \$881,074.00 to complete the remodeling of the third floor of the Government

(2)

Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

WHEREAS, the Property Committee, at its regular meeting on June 8, 2006, recommended that the County Board authorize and approve a Resolution requesting that the Commission award a contract to Bishop Brothers, Inc., Peoria, Illinois, in the amount of \$881,074.00 to complete the remodeling of the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department;

WHEREAS, the Property Committee, at its regular meeting on June 8, 2006, recommended that the County Board authorize and approve an Emergency Appropriation Ordinance in the amount of \$134,698.00 to cover the County's share of the costs of remodeling the third floor of the Government Center, 115 East Washington Street, and all additional fees and expenses; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- 1) The McLean County Board hereby authorizes and approves the recommendation received from the Property Committee and hereby requests that the Commission, pursuant to the authority granted the Commission under the Act, award a contract to Bishop Brothers, Inc., Peoria, Illinois, in the amount of \$881,074.00 to complete the remodeling of the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department.
- 2) The McLean County Board hereby authorizes and approves the recommendation received from the Property Committee to approve an Emergency Appropriation Ordinance in the amount of \$134,698.00 to cover the County's share of the costs of remodeling the third floor of the Government Center, 115 East Washington Street, and all additional fees and expenses.
- 3) The County Clerk shall provide a certified copy of this Resolution to the Chairman of the Commission, the Secretary of the Commission, the Legal Counsel for the Commission, the State's Attorney of McLean County, and the County Administrator.

(3)

ADOPTED by the McLean County Board this 20th day of June, 2006.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

PBCRES_115EWASHST.APR
04/17/01

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2006
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041,
Government Center Program 0115**

WHEREAS, the McLean County Board, on November 15, 2005, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Government Center Program 0115; and,

WHEREAS, the City of Bloomington (the "City") and McLean County (the "County") have both requested that the Public Building Commission of McLean County, Illinois (the "PBC") prepare the necessary plans and specifications for the renovation and remodeling of the third floor of the Government Center (the "Project") and to thereafter advertise for bids and award contracts for the work necessary to complete the project; and,

WHEREAS, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the cost of the Project including all architectural, advertising and legal fees as well as construction costs shall be equally divided between the City and the County; and,

WHEREAS, on May 24, 2006, the Commission opened bids to complete the remodeling of the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

WHEREAS, the Commission's architect has reviewed the bids submitted and has recommended that Bishop Brothers, Inc., Peoria, Illinois, be awarded a contract in the amount of \$881,074.00 to complete the remodeling of the third floor of the Government Center, 115 East Washington Street for occupancy and use by the City of Bloomington Engineering Department; and,

WHEREAS, on January 17, 2006, the McLean County Board approved an Emergency Appropriation Ordinance Amending the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance in order to pay to the Public Building Commission \$407,177.00 to complete the remodeling of the third floor of the Government Center; and,

WHEREAS, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the balance of the County's share of the amount now due to the PBC is equal to \$134,698.00; and,

(2)

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 8, 2006, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance, Facilities Management Department 0041, Government Center Program 0115; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$134,698.00 and to amend the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0400.0000 Unappropriated Fund Balance:	\$ 0.00	\$134,698.00	\$541,875.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Government Center Program 0115 the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Facilities Management Department 0041 0001-0041-0115-0768.0001 PBC Reimbursement:	\$ 0.00	\$134,698.00	\$541,875.00

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 20th day of June, 2006.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

To: ✓ John Zeunik, McLean County Administrator
David Wochner, Public Building Commission, Counsel

From: Paul Young, Young Architects
Gene Asbury, Young Architects

Date: June 2, 2006

Re: McLean County Law and Justice Remodeling 2006, cost compilation

Bids for the Law and Justice 2006 remodeling were received June 1, 2006. Attached are the bid tabulation sheets indicating the bid amounts of contractors for respective disciplines.

The low bidder for general construction work is the Felmley Dickerson Co. in the base bid amount of \$6,815,000. Recommended alternate bid amounts, as described on the tabulation sheet, are as follows:

Alternate #1-----	Add \$225,000
Alternate #2-----	Add 125,000
Alternate #3-----	Add 31,000
Alternate #4-----	Add 90,000
	Total \$451,000

It may be possible to reinstate Alternate #5 for a deduction of \$20,000, if the South East part of the West parking lot is not damaged by cranes during the building construction.

Total General Work ----- \$7,286,000

Structured Cabling Systems (data/telephone systems)

Low bid contractor, Weber Electric Inc. -----	\$144,492
Alternate #3 (third floor Circuit Clerk dept)-----	2,769
	\$147,261

Asbestos Abatement for Remodeled Spaces

Low bid contractor, Eviricon 1 LLC -----	\$150,000
Alternate #1 (third floor Circuit Clerk dept)-----	17,000
	\$167,000

Total Construction Work amount ----- \$7,600,261

Recommended contingency amount @10% -----\$760,000

Architectural and Engineering flat fee -----\$775,094

First Midstate Inc, Chapman Culter, and
Public Building Commission bond and legal fees , estimated -----\$114,000

Combined total -----\$9,249,355

We recommend construction contract awards to the following:

General Work-----Felmley Dickerson Co -----\$7,286,000

Structured Cabling Work---Weber Electric Inc.-----\$147,261

Asbestos Abatement Work --Eviricon 1 LLC-----\$167,000

RESOLUTION OF THE McLEAN COUNTY BOARD
REQUESTING THE PUBLIC BUILDING COMMISSION OF McLEAN COUNTY
TO ISSUE TAX-EXEMPT GENERAL OBLIGATION BONDS AND
TO AWARD CONTRACT FOR THE REMODELING OF THE
LAW AND JUSTICE CENTER
104 WEST FRONT STREET
FOR OCCUPANCY AND USE
BY COUNTY OFFICES AND DEPARTMENTS

WHEREAS, the Public Building Commission of McLean County has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended, (the "Act") for the reason that an urgent need exists for modern public improvements, buildings, and facilities within the limits of the County seat of McLean County for use by governmental agencies in the functioning of essential governmental, health, safety, and welfare services to the citizens; and,

WHEREAS, the County of McLean, a body politic and corporate (the "County") and the Public Building Commission of McLean County, Illinois (the "Commission") are authorized by law to enter into an Agreement for financing the purchase and remodeling of County buildings and property; and,

WHEREAS, the McLean County Board has requested that the Commission, pursuant to the authority granted the Commission under the Act, remodel the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; and,

WHEREAS, on June 1, 2006, the Commission opened bids to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; and,

WHEREAS, the Commission's architect has reviewed the bids submitted and has recommended that Felmley Dickerson, Inc., Bloomington, Illinois, be awarded a contract in the amount of \$7,286,000.00 for the General Work to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; and,

WHEREAS, the Commission's architect has reviewed the bids submitted and has recommended that Weber Electric, Inc., Bloomington, Illinois, be awarded a contract in the amount of \$147,261.00 for the Structured Cabling Work to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; and,

(2)

WHEREAS, the Commission's architect has reviewed the bids submitted and has recommended that Eviricon 1 LLC, be awarded a contract in the amount of \$167,000.00 for the Asbestos Abatement Work to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; and,

WHEREAS, the Property Committee, at its regular meeting on June 8, 2006, recommended that the County Board authorize and approve a Resolution requesting that the Commission issue tax-exempt general obligation bonds in an amount not to exceed \$9,500,000.00 to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- 1) The McLean County Board hereby authorizes and approves the recommendation received from the Property Committee and hereby requests that the Commission, pursuant to the authority granted the Commission under the Act, issue tax-exempt general obligation bonds in an amount not to exceed \$9,500,000.00 to complete the remodeling of the Law and Justice Center, 104 West Front Street for occupancy and use by County Offices and Departments.
- 2) The County Clerk shall provide a certified copy of this Resolution to the Chairman of the Commission, the Secretary of the Commission, the Legal Counsel for the Commission, the State's Attorney of McLean County, and the County Administrator.

ADOPTED by the McLean County Board this 20th day of June, 2006.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board