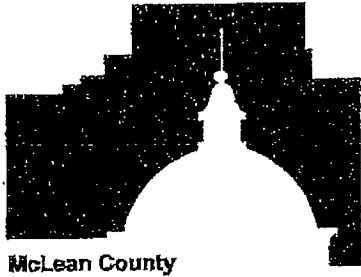




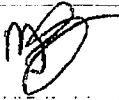
Property Committee Agenda
Room 400, Government Center
Thursday, September 3, 2009
3:45 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – August 6, 2009
3. Departmental Matters:
 - A. Mike Steffa, Director, Parks and Recreation Department
 - 1) Items to be Presented for Action:
 - a) Request Approval to Accept a Management Agreement between the County of McLean and the Prairielands Preservation Foundation for Non-Native Plant Species Removal 1-7
 - 2) Items to be Presented for Information:
 - a) General Report 8
 - b) Other
 - B. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of Contract with Abraham Vending for Vending Machine Services in County Facilities 9-16
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
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: Michael J. Steffa, Director of Parks and Recreation 

DATE: August 25, 2009

RE: Recommendation to Accept Management Agreement with Prairielands
Preservation Foundation for Non-Native Plant Species Removal

The Department of Parks and Recreation recently received a proposal from the Prairielands Preservation Foundation for the removal of non-native, exotic species of plants and trees from a portion of COMLARA Park. The Prairielands Preservation Foundation is a local not-for profit corporation whose primary goals are to promote natural habitat development through native prairie seeding, food plots, shelter belts, woodland plantings, preservation of woodlands and to protect and maintain habitats for insects, birds, mammals, and flora and fauna. The Foundation purchased a tract of land near the Evergreen Lake spillway that is adjacent to COMLARA Park boundaries. The park property areas that the Foundation wishes to remove non-native species from is located below the Evergreen Lake spillway (Please see map-Attachment A). The Foundation staff would like to conduct this project on park property to keep or minimize non-native plant species from encroaching on Foundation property.

The Department feels this is a worthwhile project because:

- 1) This agreement requires no monetary investment by the Department for this project.
- 2) The Foundation will staff this project. No Department staffing will be required.
- 3) Non-native/exotic plant species are being removed to make way for growth of native plant species.
- 4) Entering into this agreement with this foundation will further the goal of preserving the natural areas around COMLARA Park/Evergreen Lake in accordance with the "COMLARA Park/Evergreen Lake Master Plan".

The Department would like to recommend this project to the Prairielands Preservation Foundation under the terms of the Management Agreement.

Attachment A: Area Map of Project Proposal

MANAGEMENT AGREEMENT

This Agreement made and entered into this _____ day of _____, 2009, by and between the COUNTY OF McLEAN, Illinois hereinafter referred to as the "County" and the Prairielands Preservation Foundation, a not-for-profit corporation, hereinafter referred to as the "Foundation"

WHEREAS, The City of Bloomington acquired a 90 acre tract of land adjacent to a portion of the City's Evergreen Lake Property.

WHEREAS, the County enter into a Management Agreement with the Foundation to manage said property as a natural area for a period of twenty-five (25) years from and after the transfer of said premises.

WHEREAS, the Foundation has offered to manage additional lands owned by the City of Bloomington within the boundaries of COMLARA Park adjacent to the 90 acre parcel; and

WHEREAS; the County finds that entering into a Management Agreement with the Foundation will further the goal of preserving the natural areas around COMLARA Park/Evergreen Lake in accordance with the "COMLARA Park/Evergreen Lake Master Plan"

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. FOUNDATION DUTIES. The Foundation represents that it is qualified and willing to perform the services described below as a conservation organization and shall perform appropriate land stewardship practices on the premises described herein on Attachment A. These practices are to include but may not be limited to exotic species control and native plant seeding. Any herbicide application must be approved by the County before usage on any areas within park boundaries. The Foundation agrees that any Foundation staff will be certified by the State of Illinois Department of Agriculture to apply any herbicides.
2. RIGHTS RESERVED. The County shall have the right to use the property for all purposes that are not inconsistent with the purpose of the Management Agreement.
3. TERM OF CONTRACT. This contract shall begin on July 1, 2009, "commencement date" and shall remain in effect until July 1, 2034, "expiration date."
4. TERMINATION AND DEFAULT. A review of the success of this Management Agreement will be performed at the end of each year of work by the County and the Foundation. If Foundation fails to perform its obligations hereunder, the County may provide written notice of such failure to the Foundation setting forth the specifics of such failure. The Foundation shall have twenty (20) days to correct the default or if the default cannot be reasonably corrected within said period of time to commence

correction. If the default is not corrected or if corrected action is not begun within twenty (20) days as provided herein and thereafter diligently pursued, the County may elect to terminate this contract by giving thirty (30) days written notice to the Foundation.

5. PERFORMANCE OF WORK.

A. The Foundation shall perform all work required hereunder in accordance with the highest standards of wildlife management and conservation practices in accordance with all laws and regulations and shall obtain any permits or licenses required.

B. The work contemplated by the parties hereto includes control of exotic species, the planting and restoration of native plant species, and the planting of plants that are specifically utilized as food sources for wildlife.

C. The Foundation shall have sole discretion to determine the timing, nature and scope of the work to be performed. Foundation shall not be required to notify the County when or where it will be performing work and the Foundation shall not be required to obtain prior approval from the County to perform any of the work contemplated under this agreement.

D. The work to be performed hereunder shall be at no cost to the County. However, the County shall cooperate with the Foundation in seeking the proceeds of government conservation programs to defray the management costs incurred by Foundation.

6. LIABILITY/INSURANCE. The work to be performed under this contract shall be performed entirely at the Foundation's risk. The Foundation agrees to indemnify and hold the County harmless for any and all liability or loss arising in any way out of the performance of this contract. The Foundation shall carry appropriate workers' compensation, hazard and liability insurance coverage during the term of this contract. Upon request from the County, the Foundation shall have the County named as an additional insured on the Foundation's policy and provide the County with evidence that the appropriate insurance coverage is in effect.

7. RELATIONSHIP. The Foundation is not an agent of the County for any purpose.

8. ASSIGNMENT/SUBCONTRACT. The Foundation may not assign or transfer this Agreement without the prior written consent of the County. The Foundation may elect to subcontract for some of the work to be performed so long as the work is performed within the guidelines of this Agreement. The Foundation shall provide County with copies of any such Agreements.

9. NOTICES. Any notice required by this contract shall be sent certified mail, return receipt requested, to the parties at the addresses set out above.

10. CERTIFICATION. The Foundation certifies that it is a conservation organization engaged in the business which is the subject of this contract and the tax identification number is correctly identified in this contract.

11. BINDING EFFECT/AMENDMENTS. This contract shall become binding when signed by the parties. This contract contains the entire agreement of the parties and no amendment shall be effective except in writing signed by both parties.

ADOPTED by the McLean County Board this 15th day of September, 2009.

ATTEST:

APPROVED:

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

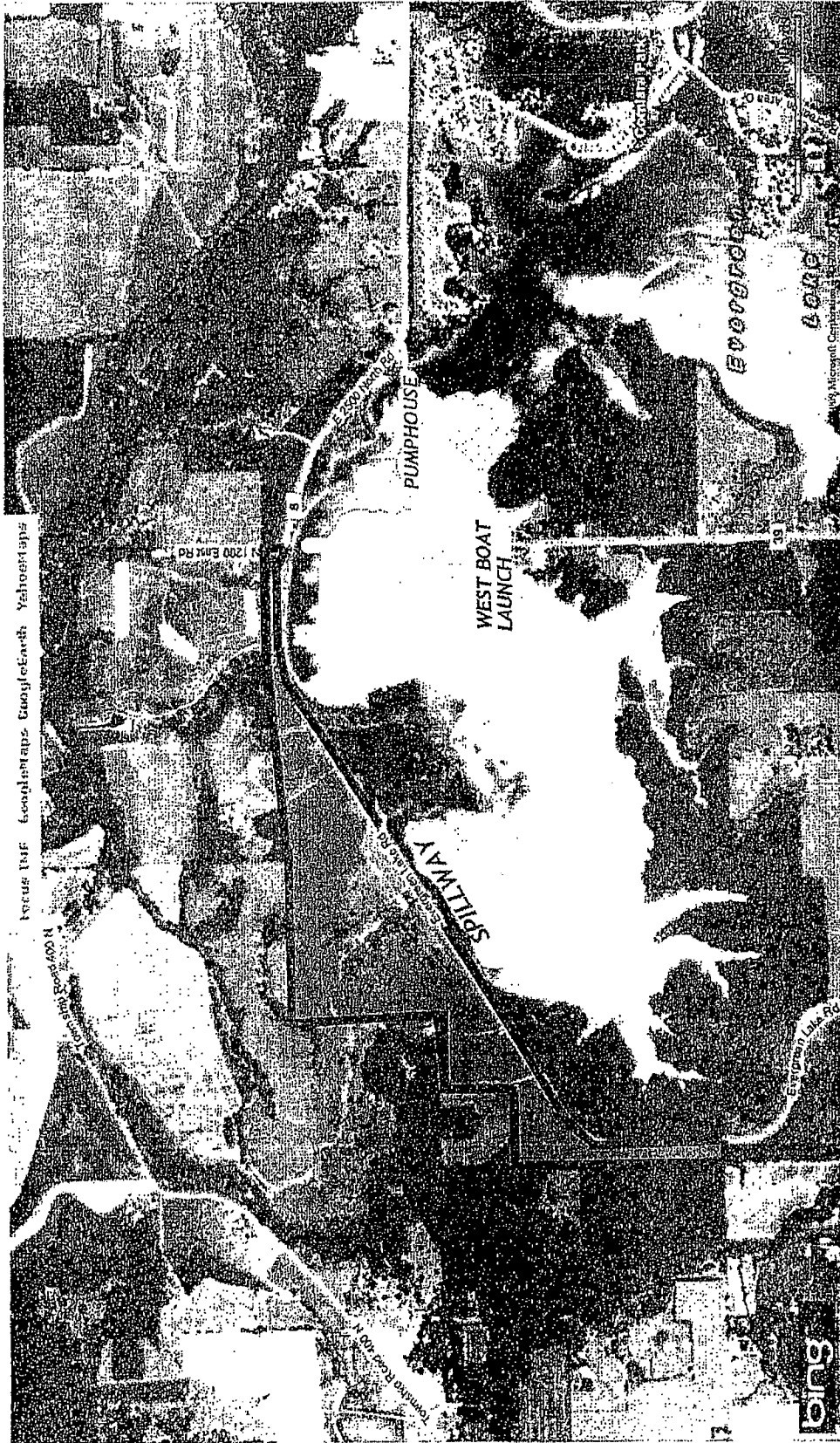
Matt Sorensen, Chairman
McLean County Board

PrairieLands Preservation Foundation,
a not-for-profit corporation

By: _____
Its duly authorized agent

Date: _____

Attachment A

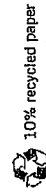


LOCAL CONSERVATION

Your acreage can be a legacy



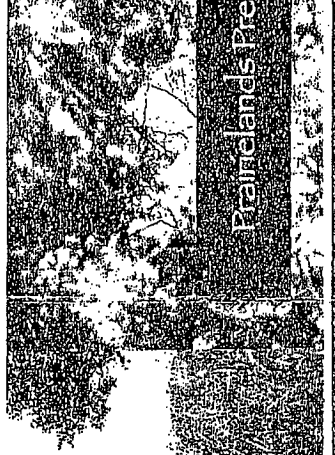
Prairie Lands Preservation Foundation
217 South Orr Drive
Normal, IL 61761
(309) 452-9124
prairielandspf@aol.com
www.prairielandspreservationfoundation.org



10% recycled paper

The Prairie Lands Preservation Foundation is recognized as a not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code. Contributions are deductible for income tax purposes.

Generations of landowners who donate voluntarily conservation agreements to lock down as conservation easements, to the Prairie Lands Preservation Foundation are inspired by many things: they love the Midwest, they feel connected to their land, and they wish to leave a legacy for future generations. This is at the heart of our work to permanently protect valuable natural resources.



Prairie Lands Preservation Foundation

The connection people feel to their land runs deep. It is the backdrop to their stories. In order for generations to come to have their lives filled with the same richness, you may want to ensure that your land is preserved.

Preservation of land is two-fold. First, natural habitats need to be restored, maintained, and protected. Second, it is important for land to stay in the family, so to speak, so it is not lost forever to being subdivided and developed.

Prairielands Preservation Foundation cares about these matters and how they affect us locally. We believe every acre counts and will help preserve what we love so much about Central Illinois.

Conservation Easements

One way to conserve private land is through a conservation easement. This is a legal agreement the landowner makes that permanently limits the use of the land. The easement is a legal document recorded in your county. Prairielands Preservation Foundation is a land trust that will ensure the easement is being followed for you and for future owners.

With a conservation easement you still own the land, but you are placing a conservation easement over it which will prohibit your land from being developed. The easement will "run with the land" and it will reflect your wishes.

There is flexibility in designing a conservation easement for preserving its natural resources for a healthy environment. You can grant conservation easements in your will and can use Prairielands Preservation Foundation as an estate vehicle.

For 2008 and 2009, Congress is giving a break for qualified conservation easements: 50 percent federal tax incentive deduction for non-farmers and 100 percent deduction for farmers for the next 15 years. Contact Prairielands Preservation Foundation for more information.

Donations

Prairielands Preservation Foundation accepts donations of ecologically sensitive lands and gifts of money to fund acquisitions and plantings. Your donation to this charitable organization is tax deductible. Check with your tax professional.

To make a donation, send your check or money order made payable to Prairielands Preservation Foundation to:

Prairielands Preservation Foundation
217 South Orr Drive
Normal, IL 61761

Grants

Prairielands Preservation Foundation also seeks grants from people, corporations, and governmental agencies that will help achieve our goals.

Prairielands Preservation Foundation Goals

- Promote natural habitat development through native prairie seeding, food plots, shelter belts, woodland plantings, restoration of wetlands and preservation of woodlands
- Protect and maintain habitats for insects, birds, mammals, amphibians and flora and fauna
- Provide conservation easements subject to the above for sensitive woodlands
- Promote environmental awareness
- Educate the general public on environmental issues
- Generate public support and funding for habitat stewardship and development





McLean County

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: Michael J. Steffa, Director of Parks & Recreation *MJS*

DATE: 08/26/09

RE: General Report

1. Parks Usage – YTD as of 08/26/09

	2009	2008	2007	2006	2005	2004	2003	2002	2001
<u>Camping Nights</u>	7392	7018	7342	7106	6242	6377	6665	6150	6774
<u>Watercraft Registration</u>									
Annual	1319	1204	1441	1440	1124	983	1010	1344	1356
Daily	289	258	294	437	267	257	259	370	459
<u>Boat Rental</u>									
½ hour Paddleboat	569	545	498	490	467	540	630	567	569
Hourly Canoe	411	312	330	395	309	377	369	468	450
Rowboat	202	173	219	211	210	205	220	228	275
Daily Canoe	93	40	67	93	60	96	94	89	109
Rowboat	215	181	159	187	168	122	158	152	154
<u>Shelters Reservations</u>	84	103	96	99	110	99	99	98	94
<u>Equine Registrations</u>									
Daily	4	0	7	45	74	9	10	67	60
Family	1	1	1	0	1	1	1	1	1
Individual-Annual	8	6	4	8	5	2	5	2	0
<u>Beach Usage</u>	6779	7218	6590	8517	8011	6255	7320	7868	7325

Additional Park Activities

August 1	Take A Kid Fishing Tournament	54 Participants
August 4, 15 & 18	Hosted Three Bass Fishing Tournaments	NA
August 8	Hosted the Evergreen Lake 5K	242 Participants



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Terry L. Lindberg, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: August 19, 2009

Subj: **Abraham Vending Contract**

In December 2006 we negotiated a three-year contract with Abraham Vending as our vending machine provider. Prior to the contract, we solicited bids from area vending machine providers and telephone interviewed 92 references. Abraham Vending was selected because of the quality of the references and the 18% of sales reimbursement commission we would receive should we accept their proposal.

The buildings where Abraham Vending has vending machines are:

McLean County Law and Justice Center

Government Center

McLean County Health Department

McLean County Nursing Home

In 2007, the first full year of the contract, Abraham Vending paid McLean County \$16,570.18, based on total sales of \$92,056.63. In 2008, Abraham Vending paid Mclean County \$14,817.71, based on \$82,320.51 of total sales. The reason sales and commissions were down in 2008 was due to major renovation and remodeling at the Law and Justice Center when many machines had to be removed and placed in storage. For 2009, we are projected to see commissions of \$15,012.00.

Because Abraham Vending has performed to the complete satisfaction of McLean County, we therefore request and recommend your kind approval of the attached three-year contract to remain at 18% of sales for commissions.

Ms. Hannah Eisner, First Assistant States Attorney, has reviewed the attached contract.

Thank you for your kind consideration.

Agreement

WHEREAS, the County of McLean, a body corporate and politic, whose administrative offices are located in Room 401 at Government Center, 115 E. Washington Street, Bloomington, Illinois 61702-2400, as client, (hereinafter referred to as "COUNTY"), and Joe Abraham & Sons Vending, 921 Detweiller Drive, Peoria, Illinois 61615, as vendor, (hereinafter referred to as "ABRAHAM"), desire to continue a vendor/client agreement whereby ABRAHAM shall provide complete vending machine services of food and beverage items in selected COUNTY facilities; and,

WHEREAS, ABRAHAM shall provide complete vending machine services to COUNTY for eighteen percent (18%) of total sales through monthly commission checks to COUNTY,

NOW, THEREFORE, it is expressly agreed to by the parties as follows:

1. ABRAHAM shall provide vending machine services at selected COUNTY facilities for an initial term beginning December 1, 2009, for a period of three (3) years, terminating on November 30, 2012.

2. The locations of vending machine units are as follows:

McLean County Law and Justice Center, 104 W. Front Street, Bloomington IL:

First Floor lobby:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.

One candy/snack machine dispensing candy, chips, crackers, cookies, and pastry items.

First Floor Sheriff's Department Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic bottles.

One machine dispensing candy, chips, cookies, crackers, and pastry items.

One machine dispensing refrigerated food items.

First Floor Sheriff's Department Jail Booking Secure Hallway:

One cold beverage machine dispensing 20 oz. resealable plastic bottles.

(Note: Metal cans are not allowed due to security reasons)

Third Floor Employee Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic bottles.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

Third Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic bottles.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

Fourth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.

Fifth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.

Fifth Floor Jury Assembly Room 503:

One machine dispensing hot beverage selections (coffee and hot chocolate).
One "combo" machine dispensing cold beverages and snack food selections.

Sixth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.

Seventh Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. cans.

Government Center, 115 E. Washington Street, Bloomington, IL:

Basement Dining Room Vending Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic bottles
One machine dispensing candy, chips, crackers, cookies, and pastry items.
One machine dispensing refrigerated food items.
One machine dispensing coffee and hot chocolate.

McLean County Health Department, 200 W. Front Street, Bloomington, IL

Second Floor Elevator Lobby:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.
One machine dispensing candy, chips, crackers, cookies, and pastry items.
One machine dispensing refrigerated food items.

McLean County Nursing Home, 901 N. Main Street, Normal, IL

Employee Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.
One machine dispensing candy, chips, crackers, cookies, and pastry items.
One machine dispensing frozen meal items.
One machine dispensing fresh refrigerated food items.

3. **Compliances:** ABRAHAM agrees to ensure that all vending machines shall meet all federal, state, and local codes, laws, regulations, ordinances, certifications, and compliances including McLean County Health Department standards, as applicable, for temperature control of refrigerated food items. Further, ABRAHAM agrees to closely monitor expiration dates of all products each time machines are refilled.
4. **Permits and Licenses:** ABRAHAM agrees to be responsible for any required vending machine permits, licenses, revenue stamps, and state inspections, if any, as applicable. Any applicable fees shall be the responsibility of ABRAHAM.
5. **Dollar Bills:** ABRAHAM agrees to provide machines that will accept one dollar bills in each unit.
6. **Vending Machine Repairs:** ABRAHAM agrees to perform needed repairs to their vending machines at their own expense and to perform needed repairs in a timely manner. Should repair parts availability exceed five (5) calendar days, ABRAHAM agrees to replace the vending machine with a similar unit as soon as it is determined that repairs will exceed five (5) calendar days.
7. **Monthly Commission Payments to COUNTY:** ABRAHAM agrees to pay COUNTY by the 15th day of each month a commission check of eighteen percent (18%) of total sales for the month just ended. A monthly sales report shall be included each month which identifies total sales by each vending machine. The monthly commission check shall contain a payment stub which shows the amount of commission by building. Failure to provide a monthly commission check to COUNTY shall be deemed a breach of contract. Commission checks shall be made payable to: **McLean County Treasurer**, and mailed to the below address:

McLean County Treasurer
Government Center – Mezzanine Level
115 E. Washington Street
P.O. Box 2400
Bloomington, Illinois 61702-2400
8. **Length of Contract:** The initial term of this agreement shall be for three (3) years commencing on December 1, 2006, and terminating on November 30, 2009.
9. **Do No Damage:** ABRAHAM agrees to do no damage to COUNTY property during the agreement period and further agrees to reimburse COUNTY for any damage to any aspect of COUNTY property directly caused by vending machines or by servicing technicians. Repair calculations shall be performed by COUNTY and shall be binding upon ABRAHAM and beyond negotiation. Payment to COUNTY by ABRAHAM for calculated repairs shall be made by check to COUNTY within ten (10) days of receipt of damage repairs invoice.

10. **Restocking:** ABRAHAM agrees to monitor all vending machine locations and installations and shall restock depleted vending machine supplies and products to the satisfaction of COUNTY. ABRAHAM agrees to employ sufficient staff and vehicles to be used to replenish all vending machines in a timely manner. Normal restocking times shall be Monday – Friday, during the hours of 7:00 a.m. to 4:30 p.m. Should ABRAHAM desire different times, ABRAHAM may contact COUNTY staff to discuss and arrange. Most COUNTY facilities are closed on weekends.
11. **Vehicles:** ABRAHAM shall discuss with COUNTY staff agreeable places to park vending machine service vehicles.
12. **Tax Exempt Status:** COUNTY is a tax-exempt governmental entity.
13. **Non-Affiliation Clause:** Parties agree that no member of the McLean County Board or any other COUNTY official or employee shall have an interest in this agreement either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et. seq.
14. **Hold Harmless Provision:** ABRAHAM agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY for any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

ABRAHAM assumes all risk of damage to or loss of any machine and associated equipment placed in the COUNTY facilities as provided in this Agreement and hereby releases COUNTY from any and all liability for damage to or loss of any machines or equipment placed in the COUNTY'S facilities. ABRAHAM further agrees that COUNTY shall have no obligation or responsibility to insure ABRAHAM'S machines and associated equipment under any policy of insurance or self insurance program and that ABRAHAM shall have no right to any proceeds paid to the COUNTY in the event COUNTY experiences a loss in any of the facilities where ABRAHAM has machines or equipment.

15. **Insurance Provisions:** In accordance with COUNTY insurance requirements, ABRAHAM agrees to provide the following insurance during the term of this agreement and any subsequent terms:
 - a. Comprehensive General Liability Insurance for contractors to include Products and Completed Operations and Contractual Liability, with aggregate limits of no less than \$1,000,000.00.

- b. Automobile Liability Insurance covering all owned, leased, hired, and non-owned vehicles, with no less than \$1,000,000.00 aggregate limits.
 - c. Statutory Worker's Compensation Insurance according to Illinois law.
 - d. Employer's Liability with limits of no less than \$500,000.00 per occurrence.
 - e. Such insurance shall be executed by insurance companies admitted in the state of Illinois and shall be in a form acceptable to COUNTY.
 - f. The County of McLean and the McLean County Public Building Commission shall be named as "ADDITIONAL INSUREDS" on all required insurance coverages. A Certificate of Insurance evidencing such insurance shall be provided to COUNTY.
16. **Vending Items:** ABRAHAM agrees to provide vending machines and complete vending machine services, hot and cold beverages, snacks, healthy choice items (appropriately labeled with a sticker by each healthy choice selection), and refrigerated meal items. Further, ABRAHAM agrees to meet with COUNTY at least once a month on a mutually agreeable date to discuss and review:
- a. Sales
 - b. High-turn items
 - c. Low-turn items
 - d. Commission checks
 - e. Special events calendar
 - f. Equipment repairs
 - g. Lost money
 - h. Reimburse the lost money account
 - i. Reports
 - j. New items
 - k. Healthy choice items
 - l. Vending machine relocations or removals due to remodeling
 - m. Cleanliness, burned out light bulbs, spoiled or out of date items
 - n. Sales Promotions

Additionally, ABRAHAM agrees to offer items available from ABRAHAM's inventory of offerings based upon a selection made by COUNTY. The McLean County Health Department, the McLean County Nursing Home, Government Center, the McLean County Law and Justice Center, the Jury Commission (located on the fifth floor of the McLean County Law and Justice Center), and the McLean County Sheriff's Department (located on the first floor of the McLean County Law and Justice Center) will review available items and inform ABRAHAM of desired selections for the various locations.

17. **Lost Money Reimbursements:** ABRAHAM agrees to establish and maintain sufficient funds for a "lost money fund" at the following locations:
- a. The McLean County Law and Justice Center Facilities Management office to service the McLean County Law and Justice Center, Government Center, and the McLean County Health Department;
 - b. The McLean County Nursing Home

Each of these two facilities will be supplied with appropriate ABRAHAM slips to use to record lost money events for reimbursements.

18. **Electrical and Plumbing Connections:** COUNTY shall be responsible for providing electrical and plumbing connections, as needed. Further, COUNTY shall be responsible for all water bills and electric bills associated with all vending machines installed at COUNTY facilities.
19. **Outages:** In the event of electrical or water service outages, whether or not caused by COUNTY, COUNTY shall not be responsible or liable for lost sales, damaged items, spoiled products, vending machine repairs, or any liabilities pursuant to the foregoing. COUNTY agrees to notify ABRAHAM of any outages.
20. **COUNTY Notifications of Problems:** ABRAHAM agrees to provide a phone number for COUNTY to use to report any problems with the vending machines or products. ABRAHAM agrees to return the phone call in a timely manner to advise when repairs, if needed, will be implemented.
21. **Price Increases:** ABRAHAM agrees to discuss with COUNTY any desired price increases prior to price changes and to explain the reasons why price increases are being requested.
22. **Correspondence:**

If to COUNTY:
 Director, Facilities Management
 McLean County
 104 W. Front Street
 P.O. Box 2400
 Bloomington, Illinois 61702-2400
 (309) 888-5192 phone

With Copies to:
 County Administrator
 Government Center – Room 401
 115 E. Washington Street
 P.O. Box 2400
 Bloomington, Illinois 61702-2400
 (309) 888-5110

If to ABRAHAM:
 Mr. Joe Abraham
 Joe Abraham & Sons Vending
 921 Detweiller Drive
 Peoria, Illinois 61615
 (309) 689-0844 phone

23. **Assignment:** ABRAHAM shall not assign or in any manner transfer this agreement or any interest herein to any other entity during all terms of the agreement.

24. **Partial Invalidity:** In the event any term or condition of this agreement, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or any extensions 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 agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 15th day of September, 2009.

APPROVED:

ABRAHAM:

By: _____
Joe Abraham, Owner

COUNTY:

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

ATTEST:

By: _____
Clerk of the McLean County Board