



PROPERTY COMMITTEE AGENDA
Room 700, Law and Justice Center
Thursday, June 5, 2003

3:00 P.M.

1. Roll Call.
2. Chairman's Approval of Minutes – May 1, 2003
3. Departmental Matters:
 - A. Bill Yoder, State's Attorney
 - 1) Items to be presented for Action:
 - a) Request Approval of a Lease Agreement Between the County of McLean and the McLean County State's Attorney on the Fourth Floor of the 200 W. Front Street Building for the Child Support Enforcement Division 1-13
 - 2) Items to be presented for Information:
 - a) General Report
 - b) Other
 - B. Jack Moody, Facilities Manager
 - 1) Items to be presented for Action:
 - a) Request Approval of AIA Contract Proposal from PJ Hoerr to replace the Exterior Envelope of the 200 West Front Street Building 14-23
 - 2) Items to be presented for Information:
 - a) Report on Revised Project Schedule from Wiss, Janney, Elstner Associates on Restoration And Renovation of the Dome and Roof Areas of the McLean County Museum of History 25-25
 - b) Report on Bids to Remodel Government Center
 - c) General Report
 - d) Other

C.	Bill Gamblin, E-911	
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	b) Other	
F.	John Zeunik, County Administrator	
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	b) General Report	
	c) Other	

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

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LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

McLean County States Attorney

as Tenant,

for

Office Space Located on the 4th Floor of
200 West Front Street, Bloomington, Illinois
For the Child Support Enforcement Division

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Child Support Enforcement Division of the McLean County States Attorney's office, (hereinafter "CSED"), as Tenant, desire to continue a lease agreement for office space located on the northwest corner of the fourth floor of the 200 W. Front Street building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that 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 commence on July 1, 2003, and terminate on November 30, 2003.
2. **Rent.**
 - a. Rent shall be or \$14,463.75 for 4,588 s.f. of office space, payable in five equal monthly installments of \$2,892.75.
 - b. Rent, for purposes of this agreement, shall be defined as including all rent, utilities (except telephone services), and general maintenance.
 - c. All rent payments shall be mailed to the below address:

**McLean County Treasurer
P.O. Box 2400
Bloomington, Illinois 61702-2400**
 - d. The monthly rent payment during each month of the term thereof shall be payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** CSED shall use the aforementioned leased premises only for the purposes of its general business office. CSED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CSED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** COUNTY shall provide all electricity, gas, water, and trash services used or consumed by CSED in the leased premises. CSED shall be responsible for the payment of its own telephone or data services.

5. **Building Common Areas.** CSED 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. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, 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, 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 CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.
7. **Parking.** COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises 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 the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this 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 CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also

agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CSED or its Board 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. CSED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. **Insurance and Indemnity.**

a. **Covenants to Hold Harmless.** CSED agrees to save and hold 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 from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CSED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CSED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. **Added Risk.** CSED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CSED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CSED business. CSED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CSED is given written request for same. COUNTY shall invoice CSED without notice or negotiation for any rate increase.

Obligation to Carry Public Liability Insurance. CSED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CSED in the leased premises, and in which the limits of liability

shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CSED shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the term of this agreement. CSED shall furnish COUNTY additional certificates of CSED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. **Waiver of Subrogation Rights Under Insurance Policies.**

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** CSED shall not cause or permit any conduct of employees or clients of CSED to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CSED without the prior express written approval of COUNTY.

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 the 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.

13. **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, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CSED.

14. **Hazardous Material.**

a. **Prohibition.** CSED 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 an 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.**

CSED 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 CSED, its agents, employees, invitees, clients, or licensees, or by the negligence of CSED, its agents, employees, invitees, clients, or licensees,

- (i) CSED shall immediately notify COUNTY of the event;
- (ii) CSED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CSED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CSED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

(v) CSED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** CSED expressly covenants and agrees that the duties, obligations, and liabilities of CSED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CSED and its successors and assigns.

15. **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 CSED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CSED 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 CSED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CSED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CSED shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, 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 CSED 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 twenty (120) 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 CSED shall have the right to terminate this agreement, or any extensions thereof.

17. **Insolvency.** Neither this lease 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 CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
19. **Default.** If CSED shall fail to make any payment of any rent due 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 CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED 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 CSED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, 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 CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.

Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the leased premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall

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be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.

- c. Have specific performance of CSED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

a. Upon the expiration or termination of this lease, or any extension thereof, CSED shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), 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 CSED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CSED's business and repair any damages caused by such removal.

b. If CSED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CSED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CSED or to any other person. The failure of CSED to remove any property from the leased premises shall forever bar CSED from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **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 CSED 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 CSED.

22. **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:

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If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CSED:

Administrative Attorney
Child Support Enforcement Division
200 W. Front Street, 4th Floor
Bloomington, Illinois 61701

23. **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.
24. **Partial Invalidity.** If any term or condition of this lease, 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, 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 shall be valid and be enforced to the fullest extent permitted by law.
25. **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 terms and conditions herein specified, so far as applicable.
26. **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 CSED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate.

a. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.

b. In the event the Illinois Department of Public Aid or its assigns or successors terminates the agreement of cooperation under which CSED is empowered to perform its duties, CSED and or the County shall have the option to terminate this lease with thirty (30) days written notice to the other.

28. 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 agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of June, 2003.

APPROVED:

McLean County States Attorney

COUNTY OF McLEAN

By: William A. Yoder, McLean County States Attorney

By: Michael F. Sweeney, Chairman of the McLean County Board

ATTEST:

By: _____

By: Peggy Ann Milton, Clerk of the McLean County Board



RECEIVED

MAY 29 2003

Facilities Mgt. Div.

To: The Honorable Chairperson and Members of the Property Committee
Date: Thursday, June 5, 2003
Project: McLean County Health Department Building Exterior Renovation
Subject: Report on Project Cost Reduction Progress since January Committee Mtg.
From: Michael J. Sparks, AIA - Farnsworth Group, Inc.

REPORT ON PROJECT COST REDUCTION PROGRESS SINCE JAN. 9th MEETING

On January 9, 2003 Mike Sparks of Farnsworth Group, Inc. presented the completed construction documents for the exterior renovation of the 200 W. Front Street Building to the Property Committee for approval to solicit bids. The documents were approved by the Committee and the project was bid in late January and early February. Of the four base bids received on February 11, 2003, the lowest was that of P.J. Hoerr, Inc. at \$808,000.

On April 8, 2003, Andy Kaufmann of P.J. Hoerr, Inc. and Mike Sparks of Farnsworth Group, Inc. met with Jack Moody and presented a list of potential cost saving reductions based on possible reductions in design scope. P.J. Hoerr, Inc. was able to identify potential cost reductions of \$115,000 which were subsequently discussed and analyzed and deemed acceptable by all parties.

I. Description of Proposed Design Revisions

The proposed new design scheme to be presented at the June 5, 2003 Property Committee Meeting differs from the original scheme presented by Mike Sparks of Farnsworth Group, Inc. at the September 5, 2002 Property Committee Meeting and the construction documents that were subsequently prepared and presented at the January 9, 2003 Property Committee Meeting, in the following ways:

1. Metal Panel Revisions

While the original design scheme consisted of three different types of insulated metal panels and was based on the use of Centria as the basis-of-design manufacturer, the new design consists of only two panel types: a 1-1/2" thick undulating metal panel with rigid insulation at the top 6'-6" horizontal band, the two entrance canopies, and the penthouse; and 2-inch thick stucco-texture insulated metal panels everywhere else. The new insulated panels would be wider, typically 30-inch or 36-inch wide, instead of the original 24-inch wide panels, and be made of lighter gauge steel sheets than the original design. In addition, the vertical metal battens, a design reference to the Law and Justice Center Building, will be omitted for a substantial cost savings. Finally, the new metal panels will be attached to the existing building metal stud wall framing with horizontal "Z"-framing rather than the original built-up metal stud framing members, which are more labor intensive. Other than these metal panel changes, the remainder of the renovation work would remain as shown on the original construction documents.

II. Elevation Sketches

We have attached two elevation sketches of the proposed new exterior design for the building based on the use of the above panels for review by the Property Committee. We propose using a bronze metal panel, matching the color of the Law & Justice Bldg. at the top band, penthouse, entrance canopies, and east atrium roof. The insulated panels between windows would be an off-white colored stucco-type finish. The concrete foundation would be refinished in a limestone color and texture. The windows and glass would remain as they are currently.

III. Revised Project Schedule

The project was originally scheduled to begin around the first of April and be completed by the end of May, 2003. Due to unanticipated budgetary constraints, the project has been delayed by approximately three months. Based on a projected start date of approximately June 23, 2003, the new stated date of Substantial Completion has been set at October 24, 2003, which provides approximately 90 working days for construction.

IV. Proposed Owner-Contractor Agreement

Following is a copy of AIA Document A101-1997 Standard Form of Agreement Between Owner and Contractor proposed for use on this project. Attached to the Agreement is a letter from P.J. Hoerr, Inc. dated May 28, 2003, which enumerates the revisions they have proposed to the Construction Documents in exchange for the stated reduction in project cost.

V. Request for approval of proposed Owner-Contractor Agreement

Based on the information presented in this report and at the June 5, 2003 Property Committee Meeting, Farnsworth Group, Inc., and P.J. Hoerr, Inc. request approval by the McLean County Board Property Committee of the proposed revised exterior cladding design and the associated Owner-Contractor Agreement based on the specified revisions to the original design scope.

Attachments

Copies: Jack Moody, McLean County
Dave Burnison, Farnsworth Group, Inc.
John Moses, P.J. Hoerr, Inc.
Andy Kaufmann, P.j. Hoerr, Inc.

*Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the 28th day of May in the year of 2003
(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

County of McLean, Illinois
104 W. Front Street, Bloomington, IL 61702

and the Contractor:

(Name, address and other information)

P. J. Hoerr, Inc.
117 Merle Lane, Normal, IL 61761

The Project is:

(Name and location)

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

The Architect is:

(Name, address and other information)

Farnsworth Group, Inc.
2401 E. Washington St., Suite B, Bloomington, IL 61771

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

A written Notice to Proceed shall be issued by the Owner.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:
Not Applicable

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **90 working days** from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Date of Substantial Completion shall be Friday, October 24, 2003

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

None

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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Seven Hundred Eight Thousand Dollars (\$ 708,000)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

Alternate Bid No. 3 - Concrete Foundation Restoration Work - \$15,000

4.3 Unit prices, if any, are as follows:

Unit Price Bid No. 1 - Installation of new batt insulation as required - \$1.50/Sq. Ft.

Unit Price Bid No. 2 - Installation of new metal studs as required - \$4.00/Linear Ft.

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ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment to the Contractor not later than the twentieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **twenty working days** after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The



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schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

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5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage shall be reduced to five percent (5%) upon Substantial Completion.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document



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A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.5% per month (18% APR)

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:

(Name, address and other information)

Jack E. Moody, CFM - McLean County Facilities Manager
104 W. Front Street, Bloomington, IL 61702 Phone: (309) 888-5792

7.4 The Contractor's representative is:

(Name, address and other information)

Andy Kaufmann, Project Engineer - P.J. Hoerr, Inc., General Contractor
117 Merle Lane, Normal, IL 61761 Phone: (309) 888-9567

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

None

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT DA01.

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8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January 13, 2002 (should be 2003), and are as follows:

Document	Title	Pages
Section 00800	Supplementary Conditions	11

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
Refer to the Project Manual	Table of Contents	

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

8.1.5 The Drawings are as follows, and are dated January 13, 2003 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Refer to the Drawings	Cover Sheet - Index of Drawings	

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum No. 1	February 4, 2003	15

This document has been approved and endorsed by The Associated General Contractors of America.

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Revisions: Description Letter from P.J. Hoerr, Inc. dated May 28, 2003 (attached)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)



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P. J. HOERR, Inc.

117 MERLE LANE, NORMAL, IL 61761
PHONE 309.888.9567 FAX 309.888.9556

CONTRACTORS • BUILDERS

May 28, 2003

Jack E. Moody
Facilities Management
104 W. Front Street
Bloomington, IL 61702

Re: McLean County Health Department Proposed Exterior Cladding Design Revisions

Dear Jack,

Per your request and in accordance with Farnsworth Group's Option 2 as outlined in their May 13, 2003 letter, we are providing a list of proposed design deviations from the original project scope. All other aspects of this project will be provided in accordance with the original construction documents dated January 13, 2003. P.J. Hoerr takes full responsibility for the design, construction and performance of the proposed design deviations to exterior cladding system.

Proposed Deviations:

1. Building elevations per attached sketches in lieu of elevations shown on A3.1 and A3.2.
2. "Z" framing in lieu of metal stud framing as shown on A5.1, A5.2, and A5.3 as reviewed and approved by Farnsworth Group.
3. Manufacturer designed details in lieu of details shown on A5.1, A5.2, A5.3, A7.1 and A8.1.
4. Rigid insulation in lieu of insulated liner panel as shown on 6/A8.1.
5. Elimination of all vertical battens as shown on 2/A8.1.
6. 24/26-gauge panel with Kynar finish in lieu of Panel Type 1 and Panel Type 2 as specified in 07412.
7. 24-gauge vertical siding with Kynar finish in lieu of Panel Type 3 as specified in 07412. (At penthouse, top 6'6" band and entrance canopies.)

These revisions, as proposed, shall result in a total reduction in cost of \$115,000 from our proposed base bid amount of \$808,000, resulting in a net base contract amount of \$693,000.

Please contact me with any questions and/or comments.

Sincerely,

Andy Kaufmann
Project Estimator / Manager

FACE OF SIDING
1" BEYOND
FRAMES
BELOW

2" ALUM.
EXTRUSION

2" ALUM.
EXTRUSION

6" WIDE x 1" DEEP
VERTICAL FEATURE
INSULATED

7

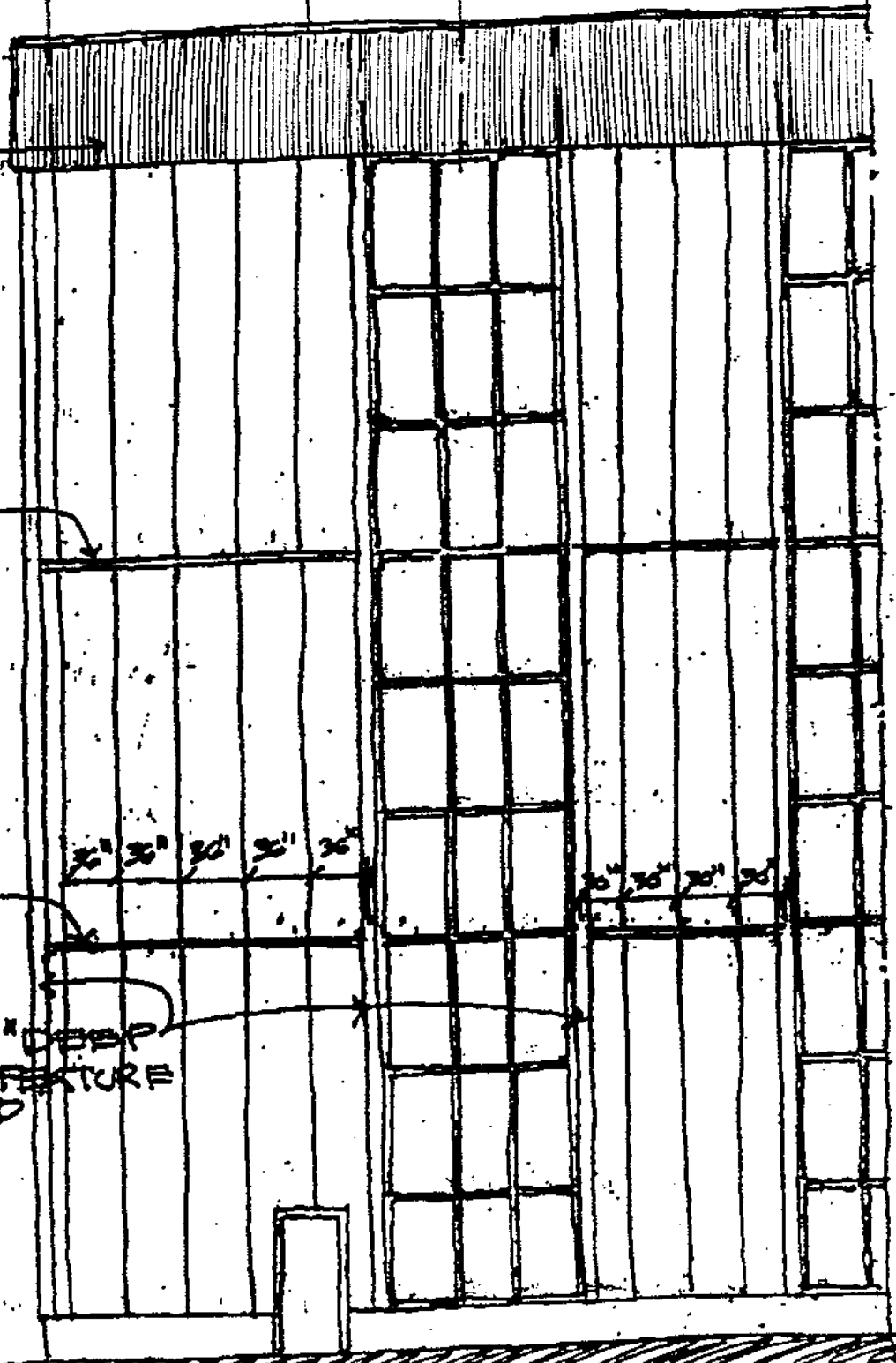
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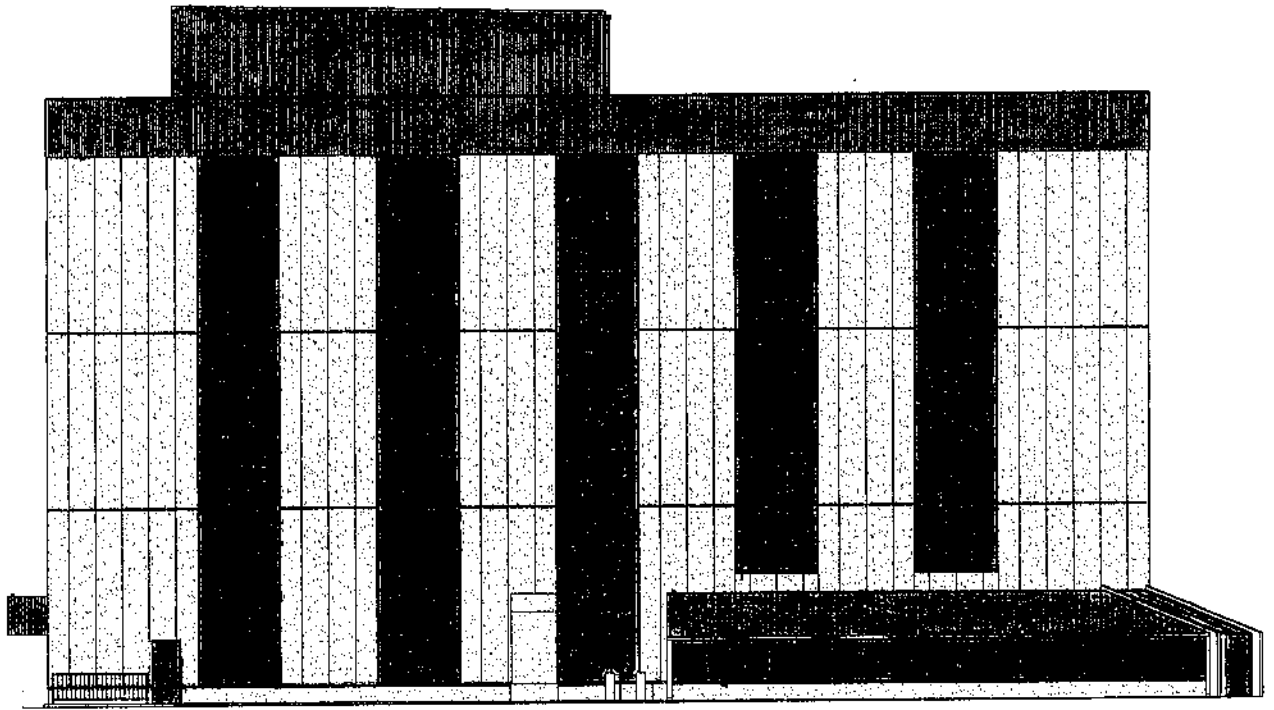
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36" 36" 36" 36" 36"

36" 36" 36" 36"

EAST / WEST ELEVATION

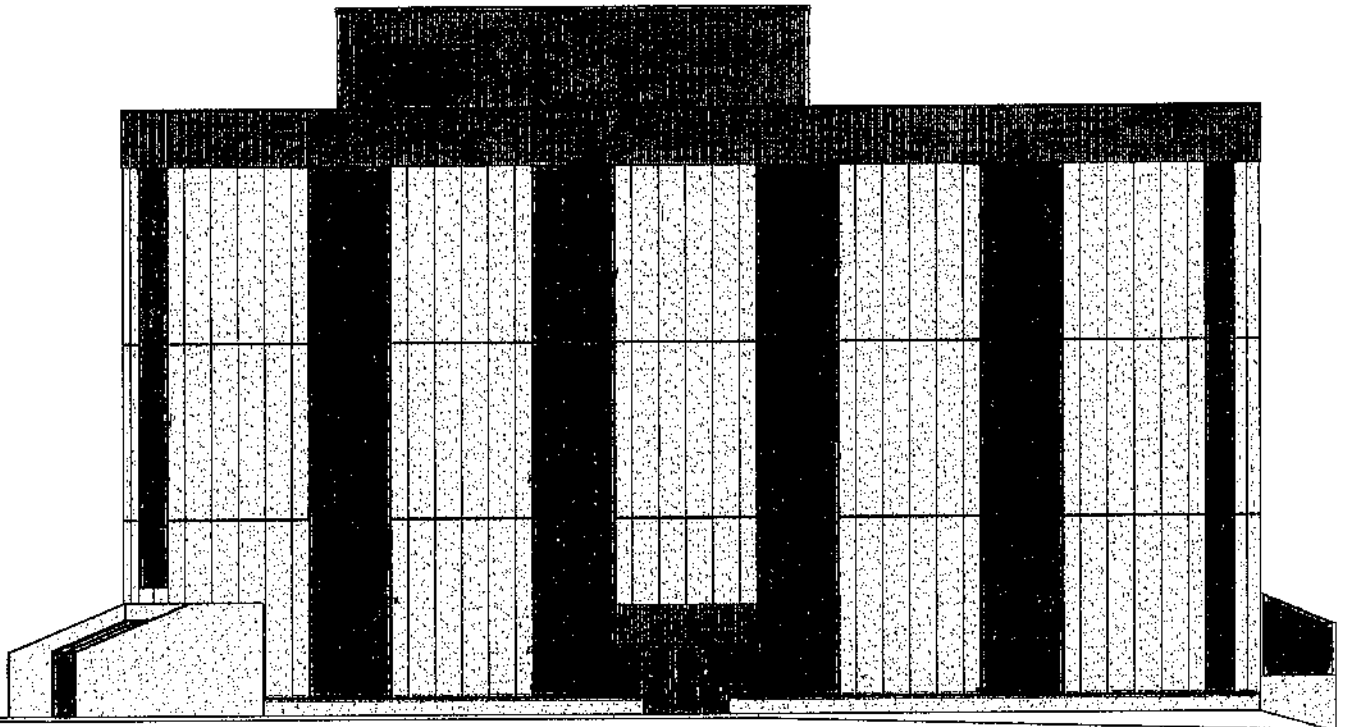




2

EAST ELEVATION - NEW CONSTRUCTION

Scale:



1

NORTH ELEVATION - NEW CONSTRUCTION

Scale:

- 1 September through 5 September 2003: incorporation of comments from Illinois Department of Natural Resources and Illinois Historic Preservation Agency on the construction documents by WJE
- 8 September 2003: release of the construction documents to prequalified contractors
- 3 October 2003: return of bids for the grant funded repair work
- 6 October through 10 October 2003: review of bids by WJE and the owner; determination of final repair scope (base bid plus alternates) based on bid prices and available budget
- 1 November 2003: negotiation and signing of construction contract
- November 2003 through February 2004: review of submittals and shop drawings from the construction contractor by WJE and the owner
- March 2004: initiation of construction work (dependent on approval of contractor's submittals)
- August 2004: substantial completion of construction work (dependent on contractor's schedule)

Please understand that this revised schedule is based on several assumptions, including review time by state agencies. Please contact me if you have any questions.

Inter-departmental Memo

Date: 5/22/2003
To: Honorable D. Bostic, Chairman and Honorable Members of the Property Committee
Cc: File
From: Wm. Gamblin, 911-Administrator
RE: Monthly Report

The Administrative Rule 725 re-write is still in JCAR. It appears that the state budget and other issues revolving around the governor's initiatives are keeping the General Assembly hopping and the JCAR has not met regarding final approval. It is expected that once the session comes to a close and the veto session starts JCAR will take the issue up and pass it to the ICC.

I will be present to answer any questions the committee may have.

Respectfully submitted,



William H. Gamblin, ENP

WHG/whg

Attachments



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: 05/30/03

RE: Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 1 year lease, minimum 250 hours, for a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader. The following proposals were received.

	Lease Cost
Cross Implement Inc.	\$3500.00
Martin Implement, Inc	\$6950.00
Birkey's Farm Store	\$7750.00
Arends Implement	No Proposal
Central Illinois Agriculture	No Proposal
Kuhns Equipment	No Proposal

All tractors included in proposals met specifications.

I recommend the approval of the lease agreement with Cross Implement for a \$3,500.00 1 year lease.

RENTAL AGREEMENT

655818

LESSEE MCLEAN COUNTY PARKS+REC	DATE 5-29-03	RENTAL TERM ▶	BEGIN ON	END ON
13001 REC DR.	BRANCH/REGION	ACCOUNT NO.		
by, State P Code HUDSON IL 61748	LESSOR NAME AND ADDRESS CROSS IMP			
telephone number 309-726-2022 EXT 222	703 SOUTH			
contact BILL WASSON	MINNEA IL 61759			
Rental Rate 3500	Tax	Service Charge	TOTAL RENTAL RATE	
Minimum RENTAL PERIOD Guaranteed by Lessee	Minimum RENTAL AMOUNT Guaranteed by Lessee			

EQUIPMENT WILL BE USED AT: (County) _____ (City) _____ (State) _____

Lessee will not remove the Equipment from this location without written permission from Lessor.

Document Reference No.	Qty.	Model	Size & Description of Equipment (GNV Product Identification/Serial No.)	Hour Meter Reading	Present Value
	1	5420	LV5420P346468		37000
	1	541SL	LOADER W00541C017675		6100
CUST RESPONSIBLE FOR PHYSICAL DAMAGE + INJ					
					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. Lessor 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 _____ hours in any one day; _____ hours in any one week; _____ 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 nor Lessee 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) X	LESSOR (Dealer) CROSS IMP BY Jim Schworer
-------------------------------	---

810000

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. ~~Lessee's obligation to payment under this Rental Agreement shall not be affected by such assignment and Lessee shall remain liable for the payment of the same.~~ Lessee may not assign this Rental Agreement, sub-lease the Equipment, or allow its use by persons 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 action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, legal expenses, costs 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.
- 8. 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 thereafter to demand strict compliance therewith 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 rentals coming 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 _____

McLean County Parks Naturally
1000 N. State St. - Springfield, IL 62761
Phone: 309-726-2025 Fax: 309-726-2025
www.mcleancountyparks.com



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: 05/28/03

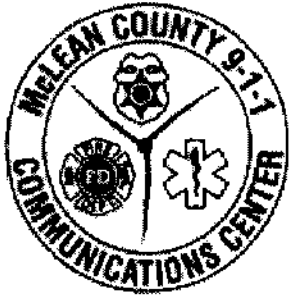
RE: General Report

Parks Usage -- YTD as of 05/28/03

	2003	2002	2001
<u>Camping Nights</u>	1650	1390	1777
<u>Watercraft Registration</u>			
Annual Resident	338	425	476
Annual Non-Resident	266	372	401
Daily Resident	18	29	28
Daily Non-Resident	80	76	130
<u>Shelter Reservations</u>	31	26	35

Additional County Parks Activities

1. NCHS Senior Day(Host)
2. NWHS Senior Day(Host)
3. Chiddix Jr. High Field Day(Host)
4. Lake Fest Conservation Day – attendance est. 200
5. Community Volunteer Project – flowers(35 persons)
6. 4 fishing tournaments(Host)



MEMORANDUM

TO: Chairman and Members, Property Committee
FROM: A.W. Cannon, Director, MetCom
RE: Request Approval for Project
DATE: 6/2/03

At the May 11th Metcom Operations Board Meeting I presented a request to have an area of concrete poured and to have a wooden privacy fence erected at the back door of Metcom. This area will be used as an outside break area for the Metcom staff. Facilities Management has provided me with a cost estimate of \$760 for them to do the work. The Metcom Board unanimously approved this action. There are sufficient funds available in my existing budget.

I respectfully request Property Committee approval so we can move forward and complete this project during the summer months.

I plan to attend your meeting to answer any questions or provide any information you wish. Please contact me at 663-9911 if I can provide additional information.

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, County Board Department 0001,
McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085**

WHEREAS, the McLean County Board, on November 19, 2002, 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 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Board Department 0001 and the McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085; and,

WHEREAS, pursuant to the lease agreements approved between the tenants in the McBarnes Building and McLean County (the "County"), the County is solely responsible for the general maintenance and repair of all installed building mechanical systems, including heating, ventilation and air conditioning; and,

WHEREAS, on December 5, 2002, Facilities Management staff discovered that one of the six main steam cells in the Weil-McLain Model 694 Steam Boiler had ruptured, thereby rendering the boiler partially operable and necessitating an emergency replacement of the boiler; and,

WHEREAS, Facilities Management staff developed a plan to purchase and replace the boiler with a new Weil-McLain Model 694 Steam Boiler and, in accordance with the County's emergency purchase policy, presented this plan to the County Administrator for approval; and,

WHEREAS, pursuant to the provisions of the County's emergency purchase policy, the County Auditor's Office issued an emergency purchase order for the purchase of a replacement boiler; and,

WHEREAS, the new replacement boiler was successfully installed by Facilities Management staff over the weekend of January 17, 2003 through January 20, 2003; and,

WHEREAS, the County Board, at its regular meeting on Tuesday, February 18, 2003, approved an Ordinance reappropriating open fiscal year 2002 purchase orders to the fiscal year 2003 adopted budget; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 5, 2003 recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, 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 \$1964.00 and to amend the Fiscal Year 2003 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	\$1964.00	\$1964.00
McBarnes Building Capital Lease Fund 0350 0350-0085-0091-0450.0011			
Transfer from Other Funds	\$0.00	\$1964.00	\$1964.00

(2)

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Board Department 0001 and the McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085, the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0999.0001 Interfund Transfer	\$0.00	\$1964.00	\$1964.00
McBarnes Building Capital Lease Fund 0350 McBarnes Building Department 0085 0350-0085-0091-0801.0001 Capital Improvements:	\$5000.00	\$1964.00	\$6964.00

- (3) That any previous Emergency Appropriation Ordinance approved for this purpose shall hereby be declared null and void as of the effective date of the adoption of this Ordinance.
- (4) 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 17th day of June, 2003.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

Agreement By and Between The County of McLean and The Bloomington Municipal Credit Union

The County of McLean, a body corporate and politic, and the Bloomington Municipal Credit Union, 602 South Gridley, Bloomington, Illinois, hereby enter into an agreement to provide a customer convenience banking site, to be located in the lobby of the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois, commencing on or about July 1, 2003.

In consideration of the mutual covenants and promises between the County of McLean and, the Bloomington Municipal Credit Union, set forth herein:

Now, therefore, it is expressly agreed as follows:

1. Bloomington Municipal Credit Union agrees to provide a customer convenience-banking site in the teller office of the lobby of the Law & Justice Center, entirely at Bloomington Municipal Credit Union expense. Bloomington Municipal Credit Union representatives shall staff the Customer convenience site on Mondays and Thursdays from 10:00 a.m. to 2:00 p.m.
2. Operations at this customer convenience site shall be limited to basic banking services, including but not limited to, customer deposits, check cashing, loan processing, membership applications, and such other services as mutually agreed upon by the County of McLean and Bloomington Municipal Credit Union.
3. Services shall be limited to Bloomington Municipal Credit Union members only, and not offered to the general public.
4. Bloomington Municipal Credit Union shall not operate this customer convenience site at times when doing so will be inconvenient to the County of McLean Treasurer or any other County of McLean office.
5. Bloomington Municipal Credit Union shall not alter premises or disturb equipment or installed fixtures in any way.
6. Bloomington Municipal Credit Union shall be permitted to place temporary signs and brochures in the teller office area, subject to County of McLean approval.
7. Bloomington Municipal Credit Union shall indemnify and hold harmless The County of McLean, its officers employees and agents from any and all liability, and provide proof of insurance and shall name the County of McLean as an additional insured.

8. The County of McLean shall not provide security services, alarm systems, armed or unarmed guards, nor accept any responsibility or liability for losses, damages, or injuries affecting Bloomington Municipal Credit Union employees, customers, or property.
9. The parties hereto mutually agree that this agreement can be cancelled at any time and for any reason by either party. Written termination notice shall be sent by certified mail and signed by an authorized representative.
10. The parties acknowledge that this agreement is a license, revocable, at will and without cause by the County of McLean. This agreement is not a lease. The Bloomington Municipal Credit Union obtains no right or claim to use County of McLean property to conduct business.
11. Amendments to this agreement may be made by mutual consent by the parties
12. The parties hereto mutually agree that the foregoing constitutes all of the agreements between the parties and in witness whereof the parties have affixed their respective signatures on the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this operating agreement by their respective officers, thereunto duly authorized at Bloomington, Illinois, this 17th day of June 2003.

APPROVED:

Bloomington Municipal Credit Union

By: _____
Chief Executive Officer

APPROVED:

County of McLean

By: _____
Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

By: _____

By: _____
Peggy Ann Milton, Clerk of the
The McLean County Board

Date: 05/28/2003

**ADDITIONAL INSURED ENDORSEMENT
(PREMISES YOU LEASE)**

**Designation of Premises
(Part You Lease)**

104 W. FRONT
BLOOMINGTON, IL 61701

**Name of Person or Organization
(Additional Insured)**

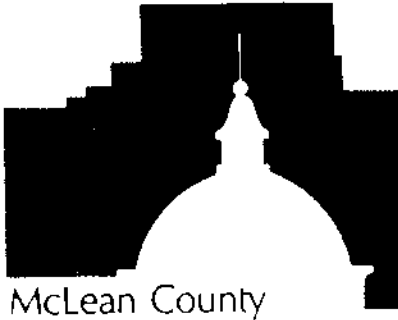
MCLEAN COUNTY LAW & JUSTICE CENTER
104 W. FRONT
BLOOMINGTON, IL 61701

The following is added to the WHO IS AN INSURED provision of the Business Liability Coverage:

6. The person or organization shown above is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased to you, and subject to the following additional Exclusions:

The insurance does not apply:

- a. To any "occurrence" which takes place after you cease to be a tenant in said premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

April 28, 2003

Memo to: The Honorable Chairman and Members of the Property Committee
From: John M. Zeunik
Re: Future Use and Disposition of the McBarnes Building

During the past four months, the Committee has discussed the future use of the McBarnes Building and the estimated costs to bring the Building into compliance with the ADA accessibility requirements and the City Building Codes. If the County wishes to make use of all three floors of the McBarnes Building, then the County will have to approve the expenditure of approximately \$275,000.00 (see July 26, 2001 estimate) to replace the present elevator and make other modifications (for example, ventilation, air conditioning on the third floor; height of ceiling on third floor) to meet the minimum requirements of the ADA and the City Building Code. Without such improvements to the Building, the County will not be able to utilize the third floor, which represents one-third of the net useable space in the Building.

When the McBarnes Building was given to the County, the Building was to be used for a public purpose to benefit the County or other appropriate not-for-profit, community based organizations. Over the years the County has leased space in the Building to the McLean County Historical Society and Museum, United Private Industry Council, United Way of McLean County, PATH Crisis Intervention Agency, the Children's Advocacy Center, and the Regional Office of Education. When the Historical Society relocated to the Old Courthouse, the entire third floor of the Building was vacated. At that time, the Board's Property Committee looked at alternative plans to relocate and replace the elevator and make modifications to the heating and mechanical systems of the Building. The Committee decided not to recommend approval of the additional funding needed for the required capital improvements.

The present leases with the tenants in the McBarnes Building state that "...either party shall have the right to terminate this lease during the initial term or any extension by giving at least 120 days prior written notice of termination to the other party..."

The Property Committee is now faced with a decision on the future use and disposition of the McBarnes Building. Three alternatives are available for the future use and disposition of the Building:

1. The County can continue to own and maintain the McBarnes Building in its present condition. The available office space on the first and second floor is available for use by the existing tenants and the County. The third floor would remain vacant.

Under this alternative, the County maintains ownership and control of the Building. Absent a new tenant or the existing tenants expanding into the vacant space, or a significant increase in the lease cost per square foot, the Building's lease revenue will not be sufficient to fund the annual operating expenses of the Building and any needed or emergency capital expenditure.

2. The County can appropriate sufficient funding to relocate and replace the elevator and make modifications to the mechanical systems of the Building. These capital improvements would permit the County to make full use of the Building.

Under this alternative, the County can lease the entire third floor to other community-based organizations. Given the significant capital expenditure to relocate and replace the elevator and make modifications to the mechanical systems, the County may wish to negotiate a higher lease cost per square foot to try and recover the capital investment in the Building. Funding for this capital expenditure would probably come from the General Fund's unappropriated fund balance.

3. The County can declare the Building "surplus property" and offer the Building for sale. Under the terms of the original gift of the Building to the County, the County may wish to limit the bids on the purchase of the Building to other local governments and community based organizations. Pursuant to Illinois law, the sale of the Building would need to be conducted by "sealed bid". In the Invitation to Bid, the County can stipulate a minimum bid (for example, the appraised value on the Building) to insure that the County meets its fiduciary responsibility to the taxpayers and to maintain an "arms length - willing buyer/willing seller" transaction.

The Honorable Chairman and Members of the Property Committee
April 28, 2003
Page Three

Should you have any questions concerning this recommendation, please call me at 888-5110.

Thank you for your kind assistance and cooperation.

July 26, 2001

RECEIVED

Remodeling of the the McBarnes Building, 201 E. Grove, Bloomington, IL

JUL 26 2001

Submitted by Gene Asbury, Young Architects *GA*

Facilities Mgt. Div.

The following is an updated preliminary cost opinion for remodeling of the 3rd floor space and access to it for office or other use, including code mandated items. The following costs include creating a new elevator shaft and installing a new accessible size elevator, providing a lowered acoustic tile ceiling and all new flourescent lighting and ductwork in the large center room of the 3rd floor. Also included are new air conditioning equipment, and new fixtures and partitions in the existing restrooms on that floor plus enlargement and replacement of the existing restroom doors to required accessible size.

Not included in this writing are new carpeting and painting of the walls. It is assumed those items would be handled either by, or at the time of leasing by a tenant. Air conditioning costs are for equipment only and it is assumed that all labor for that equipment will be performed by County staff.

Also it is assumed that the existing elevator will be left as is and in operable condition.

Third floor remodeling.

1.	New ceiling in the large center room-----	\$ 10,000
2.	New flourescent lighting-----	12,500
3.	New air conditioning equipment-----	15000
4.	New ductwork and grilles in the center room-----	8000

Code mandated items

1.	New Elevator (price from ThyssenKrupp Elevator Co)--	42,000
2.	New elevator shaft including demolition through floors, foundations, pit, and structural work-----	94,000
3.	Restroom remodeling-----	<u>20,000</u>

Sub total----- \$201,500

Carried over from first page-----	\$201,500
General Conditions and contractor fees at 20%-----	40,300
Architectural and engineering fees at 7.5%-----	18,135
Contingency at 5%-----	<u>12,090</u>
Total-----	\$272,025

We hope this is of help and suggest budgeting an even \$273,000

LEASE

THIS AGREEMENT is made by and between the PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, ILLINOIS, a Municipal Corporation of the State of Illinois (the "Commission"), as Lessor, and the COUNTY OF McLEAN, a body politic and corporate of the State of Illinois (the "County"), as Lessee.

WITNESSETH

WHEREAS, the Commission 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 (the "County") for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens and the operation and maintenance thereof; and

WHEREAS, the Commission by proper resolution adopted on the 5th day of March, 1996 did select, locate and designate the area legally described below, lying wholly within the territorial limits of the City of Bloomington, as a site (the "SITE") to be acquired by the Commission from First of America Bank - Illinois, N.A. for the purpose of leasing the Site with the improved building thereon to the County for use by it in carrying out certain of its essential governmental functions; and

WHEREAS, the Site was also duly approved by three-fourths vote of the members of the City Council of the City of Bloomington, being the County seat of the County, by action taken by said City Council on the 12th day of February, 1996, and was also approved by a majority of the members of the County Board of the County by action taken on the 19th day of March, 1996; and

WHEREAS, the Site so selected and designated is more particularly described as follows:

Tract No. 1

Units A, A-1, C and E in the Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois

Tract No. 2

Units D-1, D-2 and D-3 in The Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The Original Declaration of Condominium Ownership to The Hundman Office Building Condominium recorded August 17, 1978, as Document No. 78-12183; the First Amendment to Declaration of Condominium Ownership recorded February 6, 1979, as Document No. 79-1273; the Second Amendment to Declaration of Condominium Ownership of The Hundman Office Building Condominium made by Richard H. Hundman recorded December 28, 1979, as Document No. 79-16643, in McLean County, Illinois

Tract No. 3

Unit B in The Hundman Office Building Condominium in the City of Bloomington together with its undivided percentage interest in the ownership of the common elements. The Declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois.

WHEREAS, the Commission has acquired fee simple title to the Site which is improved with a five story office building currently occupied by certain tenants who presently pay rent to the County.

NOW, THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

SECTION I - RENT AND IMPROVEMENTS

A. In consideration of the sum of Three Hundred Fifty Thousand Dollars (\$350,000) to be paid by the County in ten annual installments of \$35,000 on January 1 each year beginning January 1, 2004 through and including January 1, 2013 and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the respective parties, the

Commission does hereby lease and demise to the County and the County hereby leases from the Commission for a term of ten years (10) commencing July 1, 2003 and ending on June 30, 2013 the Site and the building located thereon with all improvements thereon.

B. The County agrees to enter into a contract with P. J. Hoerr, Inc. to repair and replace the Drivet on the exterior of the building and the Commission agrees to pay up to \$350,000 of that project cost upon written request from the County. The County shall have full responsibility for supervision of the job and the Commission shall have no responsibility for any part of the job other than payment of the \$350,000 upon the work being performed and the County requesting payment.

SECTION II - OPERATION AND MAINTENANCE OF THE SITE

AND BUILDING AND IMPROVEMENTS THEREON

A. The County shall be solely responsible for the maintenance, operations, upkeep and safekeeping of the entire demised premises, including parking lots, utilities, driveways, fences, sidewalks, roads and landscaping, and shall undertake the cost of such maintenance, operation, upkeep and safekeeping, all at its expense and without right of reimbursement from the Commission except as set forth in paragraph B of Section I. The cost of operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, lights, water, electricity, heat, air conditioning, elevators, janitor, caretaking and custodial services, and repairs to the interior or exterior, whether structural or nonstructural. Notwithstanding the foregoing provisions of this paragraph, the Commission may, in its sole discretion, use any surplus funds to assist the County in performing its operation and maintenance functions.

B. The County shall, each year during the term of this Lease include in its annual budget, and thereafter make provision for all amounts necessary for the payment of all expenses incident to the

preservation, care, maintenance and operation of said demised premises and necessary to preserve, protect and safeguard said demised premises so that the same will continue to adequately serve the uses for which it is intended; or in the alternative, the County shall make those arrangements as are necessary and legally permitted to provide the funds as may be necessary to comply with the requirements of Paragraph "A" of this Section II, including, but not limited to entering into a contract with the Commission whereby the Commission shall undertake all operation and maintenance of the demised premises and the County shall pay the Commission therefor.

C. The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of inspecting the demised premises, such inspection to be pursuant to reasonable notice and to be made at reasonable times so as to minimize any interference with the operation of County business in its use of the demised premises.

SECTION III - USE OF BUILDING

A. The Commission shall incur no expense whenever any tenant moves into or out of the demised premises.

B. The County shall direct and supervise the operation of any tenant moving into or out of the demised premises and shall be responsible for all security and maintenance of the demised premises at all times during the lease term. All matters concerning the means, time, days and hours of access to the demised premises by the public and by officers, employees and agents of the County and the delivery to the County in the demised premises of all supplies, equipment, materials or the like; shall, during the term of this Lease, be subject to such reasonable rules and regulations concerning the same as shall be established by the County.

C. The County may install in the space occupied by it in accordance with the terms of this

Lease, such portable equipment, fixtures or furniture as it may desire, but shall not make any alterations or additions, other than partitions and non-load-bearing walls, to the public building which constitutes a part of the demised premises without the written consent of the Commission.

The County shall not place a load upon any floor of the public building which constitutes part of the demised premises exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

D. The County covenants and agrees that it will not permit the use of the demised premises in any manner that will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules, or regulations, or ordinances or resolutions of the City of Bloomington, Illinois, or of the County, now or hereafter in force and applicable thereto. The County further covenants and agrees that it will promptly make any and all changes and alterations in and about the demised premises which, during the term of this Lease, may be required to be made at any time by reason of the ordinances of the City of Bloomington, Illinois, resolutions of the County, or State or Federal laws, and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the County shall fail to make said changes and alterations, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County agrees to promptly reimburse the Commission therefor.

E. The Commission acknowledges that there are sub-tenants of the County presently occupying the leased premises and that the County will continue to sublease all or any part of the space leased by it; however, the County will only sublease if it is permitted to do so by law.

F. The County is leasing the Site and improvements and taking possession thereof in their "as is condition." At no time during the term of this Lease shall the Commission have any liability to or responsibility for any condition existing on the site or in the building located thereon.

SECTION IV - INSURANCE AND INDEMNIFICATION

A. The County shall keep the improvements on the demised premises insured against loss or damage by fire and wind storm with extended coverage endorsement in any amount not less than 80% of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost (exclusive of the cost of excavation, foundations and footings below the basement floor) without deduction for any physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in the State of Illinois and shall name the Commission, as owner of the building, as an additional insured. For purposes of this paragraph, the final insurable value shall, if the Commission determines, be calculated by an independent appraiser or appraisal company employed by the Commission and the County for such purpose. Any and all of such policies of insurance shall contain a waiver by the insurer of the right of subrogation against the Commission and the County and the members of their respective governing bodies, board members, officers, agents and employees.

B. The County shall carry or cause to be carried general public liability insurance of at least Two Million Dollars (\$2,000,000) against loss on account of bodily injury, death or property damage occurring in, on or about the properties included in the demised premises or any elevator therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the structure or Site

constituting the demised premises or resulting from any act of omission or commission on the part of the Commission, its agents, officers and employees, in connection with the maintenance, operation, use and repair of such demised premises.

C. The Commission will not carry insurance of any kind on any furniture or furnishings or any fixtures, equipment or improvements or appurtenances located on the demised premises and shall not be obligated to repair any damage thereto resulting from fire or other casualty. The Commission shall be named as an additional insured on such general public liability policy.

D. The County further covenants and agrees that it shall save the Commission harmless and indemnified at all times against any loss, costs, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or nonuse of said premises, or by reason of any act or thing done or not done on, in or about said demised premises or in relation thereto, attributable to the use and occupancy of the demised premises by the County, its agents, servants, lessees, or employees.

SECTION V - MISCELLANEOUS

A. This Lease shall insure to the benefit and be binding upon the respective parties hereto, their successors and assigns, as their interests may appear.

B. Any notice or any demand required or permitted by this Lease shall be served in the following manner:

1. By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is being served, or to the Clerk of the County or to the Chairman of the County Board of the County of McLean if the County is being served; or
2. By depositing a duly executed copy thereof in the United States Mail, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission,

or to the Clerk of the County or to the Chairman of the County Board of the County or his successor, as the case may be.

Service for such mailing shall be deemed sufficient if addressed to the Commission, or the County, as the case may be, at such address as the Commission or the County may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed as the case may be, as follows:

Public Building Commission of McLean County, Illinois, c/o County Administrator of McLean County, Law and Justice Center, Room 701, Bloomington, Illinois.

Chairman of the County Board of McLean County, c/o County Administrator of McLean County, Law and Justice Center, Room 701, Bloomington, Illinois.

C. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

D. This Lease and the rights of the County hereunder are subject to the rights of the tenants in possession of the premises.

E. This Lease has been executed in several counterparts, any of which shall be considered as an original.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, Illinois, by its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Lease to be signed by its Chairman and attested by its Secretary, and the County of McLean by authority of its County Board, has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, on the

dates of the respective acknowledgements attached hereto.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary Date

Vice Chairman Date

(AFFIX CORPORATE SEAL)

THE COUNTY OF McLEAN ILLINOIS

ATTEST:

County Clerk of McLean Date
County, Illinois

Chairman, County Board Date
of McLean County, Illinois

CERTIFICATE

The undersigned, being the Chairman of the County Board of the County of McLean, Illinois, and the Clerk of the County Board of the County of McLean, Illinois, do each hereby certify that the foregoing Lease to which this Certificate is attached is a true and correct copy of the Lease which was approved and whose execution was authorized by the County Board of the County of McLean, Illinois, at its regular monthly meeting held in Bloomington, Illinois, _____ 2003.

This Certificate is executed this _____ 2003.

Chairman

County Clerk