



**Property Committee Agenda**  
**Room 400, Government Center**  
**Thursday, May 5, 2016**  
**4:45 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – April 7, 2016
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Mr. Mike Steffa, Director, Parks & Recreation Department
    - 1) Items to be presented for action
      - a) Request approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2016 Combined Annual Appropriation and Budget Ordinance for Parks & Recreation General Fund 0001, Department 0040. 1-3
    - 2) Items to be presented for information
      - a) General Report
      - b) Other
  - B. Mr. Jack Moody, Director, Facilities
    - 1) Items to be presented for action:
      - a) Request approval of Capital Improvement Agreement by and between the Public Building Commission, McLean County and the City of Bloomington. 4-14
      - b) Request approval of a Contract for Operation and Maintenance between the Public Building Commission and McLean County. 15-34
    - 2) Items to be presented for information:
      - a) Update on Jail Project 35
      - b) General Report
      - c) Other

C. Mr. Bill Wasson, County Administrator

1) Items to be presented for Information:

a) Report on Recent Employment Activities

b) General Report

c) Other

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5. Other Business and Communications

6. Recommend Payment of Bills and Transfers, if any, to County Board

7. Adjournment



**DEPARTMENT OF PARKS AND RECREATION**  
(309)434-6770 FAX (309)726-2025  
130001 Recreation Area Dr. Hudson. IL 61748

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DATE: April 28, 2016  
TO: Honorable Chairman and Members, Property Committee  
FROM: Michael J. Steffa, Director of Parks & Recreation  
RE: Request Emergency Appropriation for the Historic Route 66 Bike Trail

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McLean County, through a November 1999 Intergovernmental Agreement with the Town of Normal, City of Bloomington, City of Chenoa, City of Lexington, Village of Towanda, and the Village of McLean has continued to develop the Historic Route 66 Bike Trail. During 2016 work will continue on three sections of the Historic Route 66 Bike Trail including: Section 2 between Towanda Avenue in the Town of Normal and County Highway 29 in the Village of Towanda, Section 3 from County Highway 29 in the Village of Towanda to 2.55 miles north, and Section 4 from near Shirley to 1.1 miles south. The Parks and Recreation Department budgeted for the project from 2011 through 2016 and on several occasions has encumbered the funds for this project from one fiscal year to the next fiscal year. These funds were not encumbered from FY2015 to FY2016, but the funds are needed for McLean County's commitment to the three projects during FY2016. The Parks Department requests an emergency appropriation of funds for McLean County's share of the projects that were not encumbered for the work this year.

An **EMERGENCY APPROPRIATION** Ordinance  
 Amending the McLean County Fiscal Year 2016  
 Combined Annual Appropriation and Budget Ordinance  
 Parks & Recreation General Fund 0001, Department 0040

**WHEREAS**, the McLean County Board, on November 17, 2015, 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 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016 including the operating budget for the Parks & Recreation Department 0040; and,

**WHEREAS**, it is necessary to provide sufficient funds to meet necessary expenses for the Parks & Recreation Department; and

**WHEREAS**, there are sufficient funds available in the County General Fund 0001 that may be drawn upon to meet this necessary expense; and

**WHEREAS**, the funds have been budgeted for the continued development of the Historic Route 66 Bike Trail from 2011 through 2016; and

**WHEREAS**, there are three Historic Route 66 Bike Trail projects that will be in progress during 2016 and previously encumbered funds were not re-encumbered to cover the expenses that are expected in 2016; and

**WHEREAS**, the County Administrator has recommended transferring funds from the County General Fund 0001 to the Parks & Recreation line item 0850.0001 in the Fiscal Year 2016 Adopted Budget; and,

**WHEREAS**, the Property Committee, on Thursday, May 5, 2016, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2016 by transferring \$20,000.00, from the County General Fund 0001 to the Unappropriated Fund Balance and to the Parks & Recreation Department line item 0001-0040-0042-0850.0001 for the Fiscal Year 2016 Adopted Budget; now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the following amount

	<u>CURRENT BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0001-0001-0400.0000 Unappropriated Fund Balance	\$1,223,861.00	\$20,000.00	\$1,243,681.000

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Parks & Recreation Department 0040 the following appropriation

	<u>ADOPTED BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0040-0042-0850.0001 Capitalized Assets	\$95,000.00	\$20,000.00	\$115,000.00

(2)

2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Parks & Recreation, and County Administrator.

ADOPTED by the County Board of McLean County this 17th day of May, 2016.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kathy Michael, Clerk of the  
County Board of McLean County, Illinois

\_\_\_\_\_  
John D. McIntyre, Chairman  
McLean County Board



May 2, 2016

Memo

To: The Honorable Members of the Property Committee  
From: Hannah Eisner, Assistant County Administrator

Re: Capital Improvement Agreement

The County entered into a Restated and Amended Lease with the Public Building Commission (PBC) in July of 2016. This lease combined two existing leases; one for the Government Center and the other for the Law and Justice Center, and added all remaining County facilities to a single lease. The PBC is obligated to perform the operation and maintenance for the buildings, as was the case under all previous leases. However, the PBC historically contracted with the County to perform these functions and remitted the portion of the rent paid for operation and maintenance back to the County as payment for this service. Thus, for all intents and purposes the County functions as the “owner” of these properties although the PBC holds title.

The roofs on the Government Center and the Juvenile Detention Center have reached the end of their useful lives and must be replaced. The estimated cost is \$300,000 per roof for a total of \$600,000. The annual payments the PBC makes to the County under the contract for operation and maintenance does not include monies for making capital improvements. However the PBC has sufficient funds on hand to advance the cost of making repairs to the County.

You have a Capital Improvement Agreement before you for your consideration. The Agreement provides that the PBC to tender \$600,000 to the County for the purpose of making the necessary roof repairs and for the County to repay \$450,000 of this sum over a ten year period at no interest. The City of Bloomington is a party to the agreement and is required to repay \$150,000 for half of the cost of the roof for the Government Center.

The County and PBC have used this approach to finance major improvements to other County facilities namely replacing the drivit on the 200 West Front Street Building and the copper dome on the Old Courthouse, with great success.

**CAPITAL IMPROVEMENT AGREEMENT**

This Capital Improvement Agreement (hereinafter referred to as the "Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Public Building Commission of McLean County, McLean County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "PBC"), the County of McLean, Illinois, an Illinois municipal corporation (hereinafter referred to as the "County"), and the City of Bloomington, Illinois, an Illinois municipal corporation (hereinafter referred to as the "City").

WHEREAS, the PBC is the owner, legal title holder, and lessor of the following property, to wit:

TRACT NO. 1

Lot 49 in the Original Town of Bloomington, Lots 14, 15, 16, 17, 18 and 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, part of Lots 1, 4, 5, 6, 7 and 8 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and Lot 49 in the Original Town of Bloomington and North of Lots 7, 15, 16 and 17 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, all in the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 49 in the Original Town of Bloomington; thence South 00 degrees 00 minutes 20 seconds West, 241.55 feet to the Southeast corner of Lot 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 89 degrees 33 minutes 30 seconds West, 110.00 feet to the Southwest corner of Lot 14 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 00 degrees 00 minutes 20 seconds East, 241.28 feet on the West line of said Lot 14 and the Northerly extension thereof to the North line of Lot 1 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence

South 89 degrees 41 minutes 57 seconds East, 110.00 feet to the point of beginning, in McLean County, Illinois.

TRACT NO. 2

A part of Lot 117 in James Allin's Second Addition to the City of Bloomington, and a part of Lot 9 of the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of said Lot 117, thence East 134 feet along the North line of said Lot 117 and along the North line of said Lot 9, thence South 115 feet parallel with the West line of said Lot 117, thence West 134 feet parallel with the North line of said Lot 9 and the North line of said Lot 117 to the West line of said Lot 117, thence North 115 feet along the West line of said Lot 117 to the point of beginning, in McLean County, Illinois.

TRACT NO. 3

Lots 1, 2, 3, 4, 5, 6 and 7 in the Assessor's Subdivision of Lot 116 of James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 4

All of Lot 10 in the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian.

EXCEPT the following described premises, to-wit: Beginning at the Northeast corner of said Lot 10, thence South 27.8 feet along the East line of said Lot 10, thence West 23.8 feet along a line which forms an angle to the left of 90 degrees 19 minutes with the last described course, thence North 27.8 feet along a line which forms an angle to the left of 90 degrees 17 minutes with the last described course to the North line of said Lot 10, thence East 24.1 feet along the North line of said Lot 10, to the point of beginning, in McLean County, Illinois.

TRACT NO. 5

Lot 11, Except the East 90 feet thereof;

Lot 11 in Bloomington Town Survey of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book S of Deeds, Page 658, re-recorded in Plat Book 2 Page 107, in McLean County, Illinois.



TRACT NO. 6

The South 69.27 feet of Lot 13 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington in McLean County, Illinois, subject to a perpetual non-exclusive easement for ingress and egress over said described real estate for pedestrian and vehicular traffic, including delivery traffic and parking for the benefit of the remainder of said Lot 13 and Lots 2, 3, 4, 5, 6, 7 and 8 all in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, McLean County, Illinois

P.I.N.: 21-04-339-037

commonly known as the Government Center, 115 East Washington Street, Bloomington, McLean County, Illinois 61701 (hereinafter referred to as the "Government Center"); and

WHEREAS, the PBC is the owner, legal title holder, and lessor of the following property,

to wit:

Lot 7 in Normal Town Survey of 1898, being a part of Assessors Subdivision of the South ½ of Section 21, Township 24 North, Range 2 East of the Third Principal Meridian, except that portion deeded to the State of Illinois in Book 638, Page 343, in McLean County, Illinois.

P.I.N.: 14-21-301-001

commonly known as the Fairview Campus Site, on which site is located the McLean County Juvenile Detention Center, 903 North Main Street, Normal, Illinois 61761 (hereinafter referred to as the "Juvenile Detention Center"); and

WHEREAS, the County and the City are lessees of the PBC with regard to the Government Center pursuant to the Amended and Restated Lease Agreement entered into on or about July 30, 2015; and

WHEREAS, the County is a lessee of the PBC with regard to the Juvenile Detention Center pursuant to the Amended and Restated Lease Agreement entered into on or about July 30,

2015; and

WHEREAS, title to the Government Center will pass to the County and the City in equal shares upon the expiration of the aforementioned Amended and Restated Lease Agreement and title to the Juvenile Detention Center will pass to the County upon the expiration of the aforementioned Amended and Restated Lease Agreement; and

WHEREAS, the County has undertaken the performance of operation and maintenance functions with respect to, inter alia, the Government Center and the Juvenile Detention Center pursuant to a Contract for Operation and Maintenance entered into by and between the PBC and the County on or about the \_\_\_\_ day of \_\_\_\_\_, 2016; and

WHEREAS, the County has identified a need to replace the roofs on both the Government Center and Juvenile Detention Center at an estimated total cost of six hundred thousand dollars and 00/100 (\$600,000.00); and

WHEREAS, the PBC has agreed to finance the replacement of the roofs on both the Government Center and Juvenile Detention Center in the amount of six hundred thousand dollars and 00/100 (\$600,000.00).

**NOW THEREFORE**, in consideration of the provisions and covenants herein made by each of the parties hereto and for other good and valuable consideration, it is covenanted and agreed by such parties hereto as follows:

1. The PBC shall tender the sum of six hundred thousand dollars and 00/100 (\$600,000.00) to the County upon the complete execution of this Agreement by all of the parties, which sum shall be exclusively allocated by the County towards the cost of the replacement of the roofs of the Government Center and the Juvenile Detention Center, respectively.

2. The County shall bear the sole responsibility for bidding and/or negotiating a

contract with a contractor for the replacement of the roofs on the Government Center and the Juvenile Detention Center, respectively, and shall further bear the sole responsibility for the supervision of said roof replacement work. The County shall nonetheless require the contractor to include the PBC as an additional insured on any and all County-required insurance policies and for the contractor to indemnify the PBC and its officers, members, agents, and employees for any and all negligent acts of the contractor and/or the contractor's sub-contractors, employees, agents, or assigns in performance of the roof replacement work described herein.

3. The County and the City agree to repay the foregoing sum identified in Paragraph One (1), above, to the PBC in ten (10) annual installments, as follows: forty-five thousand dollars and 00/100 (\$45,000.00) to be paid by the County and fifteen thousand dollars and 00/100 (\$15,000) to be paid by the City on or before November 1st of each year beginning in 2017 through and including 2026. The County and the City shall tender the foregoing payments as part of their annual rental payments made to the PBC pursuant to the Amended and Restated Lease Agreement entered into by the PBC, the County, and the City on or about July 30, 2015.

4. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns, as their interests may appear.

5. 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.

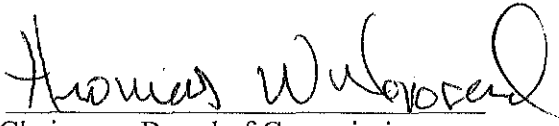
IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be

affixed hereto and this Capital Improvement Agreement to be signed by its Chairman and attested by its Secretary, the County of McLean, Illinois by authority of its County Board, has caused its corporate seal to be affixed hereto and this Capital Improvement Agreement to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, and the City of Bloomington, Illinois by authority of its City Council, has caused its corporate seal to be affixed hereto and this Capital Improvement Agreement to be signed by its Mayor and to be attested by the Clerk of the City on the dates of the respective acknowledgments attached hereto.

PUBLIC BUILDING COMMISSION OF  
MCLEAN COUNTY,  
MCLEAN COUNTY, ILLINOIS

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Commissioners

By:   
\_\_\_\_\_  
Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairman, County Board

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON, MCLEAN  
COUNTY, ILLINOIS

ATTEST:

\_\_\_\_\_  
City Clerk

(AFFIX CORPORATE SEAL)

By: \_\_\_\_\_  
Mayor

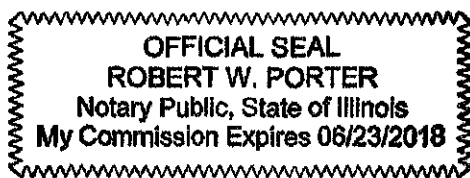
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas W. Novosad and John L. Morel, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of April, 2016.

  
\_\_\_\_\_  
Illinois Notary Public

(NOTARIAL SEAL)



STATE OF ILLINOIS )

) SS

COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that John McIntyre and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS )

) SS

COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Tari Renner and Cherry Lawson, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Illinois Notary Public

(NOTARIAL SEAL)





May 2, 2016

Memo

To: The Honorable Members of the Property Committee

From: Hannah Eisner, Assistant County Administrator

Re: Contract for Operation and Maintenance

The County approved a Restated and Amended Lease with the Public Building Commission (PBC) in July of 2016. This lease combined two existing leases; one for the Government Center and the other for the Law and Justice Center, and added all remaining County facilities to a single lease. The PBC is obligated to perform the operation and maintenance under the terms of the lease, as was the case under all previous leases. In the past, the PBC contracted with the County to perform these functions and remitted the portion of the rent paid for operation and maintenance back to the County as payment for this service. The County and the PBC entered into a separate contract for Operation and Maintenance to establish their respective obligations in this regard. The County and the PBC wish to continue this arrangement under the Restated and Amended Lease. The PBC approved a new Contract for Operation and Maintenance at a special meeting held in April. You have that agreement before you for consideration this evening.

**CONTRACT FOR OPERATION AND MAINTENANCE**

THIS AGREEMENT is dated this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Public Building Commission of McLean County, McLean County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "Commission") and the County of McLean, Illinois, an Illinois municipal corporation (hereinafter referred to as the "County").

*WITNESSETH:*

WHEREAS, the Commission is the owner, legal title holder, and lessor of the premises legally described on Exhibits A, B, C, D, E, F, and G attached hereto and incorporated herein (hereinafter referred to as the "Leased Premises"), and has entered into an Amended and Restated Lease Agreement (hereinafter referred to as the "Lease") of the Leased Premises with the County and the City of Bloomington, Illinois, an Illinois municipal corporation (hereinafter referred to as the "City"), which Lease is dated July 30, 2015; and

WHEREAS, pursuant to the provisions of the Lease, the Commission is obligated to perform the maintenance, operation, upkeep, and safekeeping functions for the Leased Premises for the year beginning July 30, 2015 and ending December 31, 2034; and

WHEREAS, the Lease requires the County and the City to provide the Commission with annual rental payments, a portion of which rental payments are intended to cover the Commission's cost for the maintenance, operation, upkeep, and safekeeping functions of the Leased Premises with the exception of the Parking Garage Site more particularly described in Exhibit B; and

WHEREAS, the Commission and the County agree that the amount of each annual rental payment that the Commission receives from the County and the City, that is attributable to the cost of the maintenance, operation, upkeep, and safekeeping functions of the Leased Premises

shall be adjusted annually to reflect the actual cost of those functions as agreed to by the Commission and the County; and

WHEREAS, the County's rental payments to the Commission shall be reduced by the amount of the funds allocated to the maintenance, operation, upkeep, and safekeeping functions of certain of the Leased Premises, the operation of which are funded by an alternative revenue source as opposed to the County's levy; and

WHEREAS, the Commission now desires to contract with the County to employ the County to perform all such maintenance, operation, upkeep, and safekeeping functions that the Commission is obligated to perform pursuant to the Lease, with the exception of the Parking Garage Site more particularly described in Exhibit B; and

WHEREAS, any and all payments that the Commission is required to make pursuant to the terms of this Contract for Operation and Maintenance shall be exclusively derived from the rental payments that the Commission receives from the County and the City, as set forth in the Lease, as adjusted annually to reflect actual costs; and

WHEREAS, the Commission and the County agree that this Contract for Operation and Maintenance covers all of the premises described in the Exhibits, except the Parking Garage Site more particularly described in Exhibit B as the Commission and the County have a separate agreement with the City for the performance of the maintenance, operation, upkeep and safekeeping functions for said Parking Garage Site.

*NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:*

1. Any and all Contracts for Operation and Maintenance and/or Operation and Maintenance Agreements or Understandings that were in effect between the Commission and the County and/or the Commission, the County, and the City prior to July 30, 2015 shall remain in

full force and effect until December 31, 2015.

2. Per the terms of this contractual agreement, the County shall be solely responsible for the performance of maintenance, operation, upkeep, and safekeeping of the Leased Premises, except for the Parking Garage Site, more particularly described in Exhibit B, for the year beginning January 1, 2016 and ending December 31, 2034, including parking lots, utilities, driveways, sidewalks, roads, and landscaping, and shall undertake the cost of such maintenance, operation, upkeep, and safekeeping from the payments discussed in Paragraph 3, below.

Operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, sewer, electricity, telephone service, heat, air conditioning, cooling, janitor, care taking and custodial services including outside ground maintenance, and repairs to the interior and/or exterior, whether structural or nonstructural.

3. The Commission agrees to pay to the County, for the County's performance of the operation, maintenance, upkeep, and safekeeping functions for the Leased Premises, excluding the Parking Garage Site, more particularly described in Exhibit B, an amount agreed to by the Commission and the County on an annual basis, which amount shall be reflected – along with the County's debt service obligation on any outstanding Public Building Revenue Bond Issues – in an annual amendment to the Lease. Said payments shall be solely derived from the rental payments set forth in the Lease as amended annually and the County shall have no additional right of reimbursement from the Commission therefor except as otherwise provided herein. Notwithstanding the foregoing provisions of this Paragraph, the Commission may, in its sole discretion, and to the extent permitted by the Bond Resolution, use any surplus funds to assist the County in performing these operation and maintenance functions.

4. The amount of rent attributable to operation and maintenance for the year 2016 is

stated in Attachment A to this Contract. The County and the Commission shall execute a new Attachment A each year during the term of the Lease to indicate the amount payable to the County from the adjusted rental for that year for its performance of the operation and maintenance functions for that year.

5. The Commission shall have access into, through and upon the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased 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 or City business in the use of the Leased Premises.

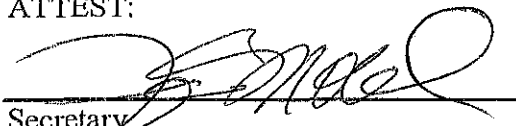
6. The County covenants and agrees that it will save the Commission and its officers, officials, agents, and employees harmless and indemnified at all times against any loss, cost, damage, or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the performance of the operation, maintenance, upkeep, and safekeeping functions for the Leased Premises, the use, misuse, or nonuse of the Leased Premises, or by reason of any act or thing done or not done on, in or about the Leased Premises, or in relation thereto, or attributable to the County's agents, servants or employees. In the event of a legal action, whether at law or in equity, filed in a court of law or administrative tribunal, the County's foregoing duty to save the Commission and its officers, officials, agents, and employees harmless and indemnified shall continue to fully apply as set forth above regardless of whether the County is a named party to the legal action. For purposes of this indemnification clause, the term "Leased Premises" shall exclude the Parking Garage Site, more particularly described in Exhibit B.

7. The Commission shall have no obligation to pay for any cleanup or removal from the Leased Premises of any hazardous materials and such cleanup or removal shall be the sole

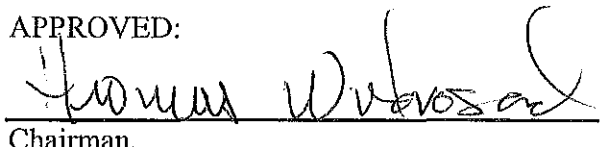
responsibility of the County, excluding the Parking Garage Site, more particularly described in Exhibit B, during any term of this Contract for Operation and Maintenance and the underlying Lease.

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

ATTEST:

  
\_\_\_\_\_  
Secretary,  
Public Building Commission of McLean  
County, Illinois

APPROVED:

  
\_\_\_\_\_  
Chairman,  
Public Building Commission of McLean  
County, Illinois  
Executed: April 5, 2016

ATTEST:

\_\_\_\_\_  
County Clerk,  
Board of McLean County, Illinois

Approved:

\_\_\_\_\_  
Chairman, Board of McLean County, Illinois  
Executed: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF THE OLD COUNTY COURTHOUSE SITE**

Lots 37, 38, 39, 40, 41 and 42 in the Original Town, now City of Bloomington, McLean County, Illinois.



**EXHIBIT B**  
**DESCRIPTION OF THE GOVERNMENT CENTER AND PARKING GARAGE SITE**

Government Center

TRACT NO. 1

Lot 49 in the Original Town of Bloomington, Lots 14, 15, 16, 17, 18 and 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, part of Lots 1, 4, 5, 6, 7 and 8 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and Lot 49 in the Original Town of Bloomington and North of Lots 7, 15, 16 and 17 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, all in the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 49 in the Original Town of Bloomington; thence South 00 degrees 00 minutes 20 seconds West, 241.55 feet to the Southeast corner of Lot 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 89 degrees 33 minutes 30 seconds West, 110.00 feet to the Southwest corner of Lot 14 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 00 degrees 00 minutes 20 seconds East, 241.28 feet on the West line of said Lot 14 and the Northerly extension thereof to the North line of Lot 1 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence South 89 degrees 41 minutes 57 seconds East, 110.00 feet to the point of beginning, in McLean County, Illinois.

TRACT NO. 2

A part of Lot 117 in James Allin's Second Addition to the City of Bloomington, and a part of Lot 9 of the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of said Lot 117, thence East 134 feet along the North line of said Lot 117 and along the North line of said Lot 9, thence South 115 feet parallel with the West line of said Lot 117, thence West 134 feet parallel with the North line of said Lot 9 and the North line of said Lot 117 to the West line of said Lot 117, thence North 115 feet along the West line of said Lot 117 to the point of beginning, in McLean County, Illinois.

TRACT NO. 3

Lots 1, 2, 3, 4, 5, 6 and 7 in the Assessor's Subdivision of Lot 116 of James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 4

All of Lot 10 in the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian.

EXCEPT the following described premises, to-wit: Beginning at the Northeast corner of said Lot 10, thence South 27.8 feet along the East line of said Lot 10, thence West 23.8 feet along a line which forms an angle to the left of 90 degrees 19 minutes with the last described course; thence North 27.8 feet along a line which forms an angle to the left of 90 degrees 17 minutes with the last described course to the North line of said Lot 10, thence East 24.1 feet along the North line of said Lot 10, to the point of beginning, in McLean County, Illinois.

TRACT NO. 5

Lot 11, Except the East 90 feet thereof;

Lot 11 in Bloomington Town Survey of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book S of Deeds, Page 658, re-recorded in Plat Book 2 Page 107, in McLean County, Illinois.

TRACT NO. 6

The South 69.27 feet of Lot 13 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington in McLean County, Illinois, subject to a perpetual non-exclusive easement for ingress and egress over said described real estate for pedestrian and vehicular traffic, including delivery traffic and parking for the benefit of the remainder of said Lot 13 and Lots 2, 3, 4, 5, 6, 7 and 8 all in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, McLean County, Illinois

21-04-339-036

and

Parking Garage Site

TRACT NO. 1

Lot 1 in Block 76 in Central Bloomington Subdivision to the City of Bloomington according to the Plat thereof recorded February 21, 1975 as Document No. 75-1408; and

TRACT NO. 2

All that part of vacated Grove Street lying immediately North of Tract 1 described above and South of property legally described as Lots 1 to 12, both inclusive, in Assessor's Subdivision of Lots 73, 74, 75 and 76 in James Allin's addition to the City of Bloomington; and

TRACT NO. 3

Lots 1 to 12, both inclusive, in Assessor's Subdivision of Lots 73, 74, 75 and 76 in James Allin's addition to the City of Bloomington, McLean County, Illinois.

**EXHIBIT C**  
**DESCRIPTION OF THE LAW AND JUSTICE CENTER SITE**

**TRACT NO. 1**

Lots 102 and 103 in James Allin's Addition to the City of Bloomington, McLean County, Illinois according to plat recorded in Book 3, page 32 of Plats thereof, in McLean County, Illinois.

**TRACT NO. 2**

Lots 123 and 124 in James Allin's Third Addition to the City of Bloomington, McLean County, Illinois according to plat recorded in Book 3, page 46 of Plats, thereof, in McLean County, Illinois.

**TRACT NO. 3**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 in Assessor's Subdivision of Lots 77, 78, 79 and 80 in James Allin's Addition to the City of Bloomington, in McLean County, Illinois.

**TRACT NO. 4**

Lot 6 in McKisson's Subdivision of Lots 79 and 80 in James Allin's Addition to the City of Bloomington, in McLean County, Illinois.

**TRACT NO. 5**

Lots 1, 2, 3, 4, and 5 in the Subdivision of Lot 79 in McKisson's Subdivision of Lots 79, 80 and 81 in James Allin's Addition to the City of Bloomington, in McLean County, Illinois.

**TRACT NO. 6**

Lot 1 of the Subdivision of Lot 80 in McKisson's Subdivision of Lots 79, 80 and 81 in James Allin's Addition to the City of Bloomington, according to Plat recorded in Book 1 of Plats, page 83 in McLean County, Illinois.

**TRACT NO. 7**

All that part of vacated West Grove Street lying between the West side of Main Street and the East side of Center Street in the City of Bloomington, as vacated on July 10, 1972 by Ordinance 1972-47, recorded October 24, 1972 as Document No. 72-10794, in McLean County, Illinois.

TRACT NO. 8

All vacated alleys lying within an area described as follows: All alleys bounded between Front Street on the North, Center Street on the West, Olive Street on the South and Main Street on the East, in the City of Bloomington as vacated on October 23, 1972 by Ordinance 1972-83 recorded October 24, 1972 as Document No. 72-10793, in McLean County, Illinois.

**EXHIBIT D**  
**DESCRIPTION OF THE COUNTY BUILDING SITE**

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.

**EXHIBIT E**  
**DESCRIPTION OF THE FAIRVIEW CAMPUS SITE**

Lot 7 in the Town Survey of the 1898 Assessors Subdivision of the South 1/2 of Section 21  
Township 24 Range 2 east in the Town of Normal, McLean County Illinois

**EXHIBIT F**  
**DESCRIPTION OF THE HIGHWAY DEPARTMENT SITE**

A part of the Southwest Quarter of Section 5, Township 23 North, Range 3 East of the Third Principal Meridian described as: Commencing at the Southwest Corner of said Section 5, thence North 1 degree 56 minutes 46 seconds West 1,880.47 feet along the West line of said Section 5, thence North 88 degrees 50 minutes 14 seconds East 45.91 feet to the Point of Beginning. From said Point of Beginning, thence South 74 degrees 04 minutes 29 seconds East 802.76 feet, thence North 1 degree 56 minutes 46 seconds West 236.1 feet, thence South 88 degrees 50 minutes 14 seconds West 764.09 feet to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.  
Parcel No.: 22-05-300-004

A part of the Southwest Quarter of Section 5, Township 23 North, Range 3 East of the Third Principal Meridian described as following: Beginning at a point 1880.47 feet North of the Southwest Corner of said Section 5, said point lying on the West line of the Southwest Quarter of said Section 5; thence North 1 degree 56 minutes 46 seconds West 350.00 feet along the West line of the Southwest Quarter of said Section 5; thence North 80 degrees 50 minutes 14 seconds East 810.00 feet to a point; thence South 1 degree 56 minutes 46 seconds East 350 feet to a point; thence South 88 degrees 50 minutes 14 seconds West 810.00 feet to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.  
Parcel No.: 22-05-300-001



**EXHIBIT G**  
**DESCRIPTION OF THE ANIMAL CONTROL CENTER SITE**

The North 300 feet of the West 338 feet of the Southeast Quarter of the Southeast Quarter of Section 29 Township 23 Range 2 East of the Third Principal Meridian in McLean County Illinois.

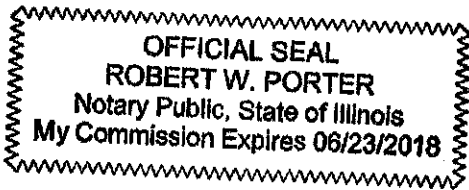
STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF MCLEAN         )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas W. Novosad and John L. Morel, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
Illinois Notary Public

(NOTARIAL SEAL)



STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF McLEAN         )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that John McIntyre and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Illinois Notary Public

(NOTARIAL SEAL)

ATTACHMENT A TO CONTRACT FOR OPERATION AND MAINTENANCE BETWEEN THE  
PUBLIC BULDING COMMISSION AND THE COUNTY OF MCLEAN

Pursuant to paragraph 4 of the Contract for Operation and Maintenance between the PBC and the County of McLean, the parties agree that the portion of the rent payable by the County and the City under the Amended and Restated Lease shall be the following amount for the year in question:

<b>Year</b>	<b>Total Rent Per Lease</b>	<b>Portion of Rent for Operation and Maintenance</b>
2016	\$4,483,889 (as amended 1/19/2016)	\$2,573,558

## Memorandum

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To: Jack Moody

From: John Bishop

Date: 04/28/2016

Subject: McLean County Jail Expansion - Invoice Summary Description of Services

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During the billing period ending April 22, 2016, the following areas of work were engaged:

- Executed Owner-Architect agreement, sub-consultant agreements, development of preliminary schedule and deliverables breakdown
- Documentation of the existing facility
  - Construction of a BIM model of the existing building
  - Execution of boundary and topographic survey of the project site area.
- Conducted preliminary project team kick-off meeting and facility walk through (FGI, HOK, CGL, M&H, McLean County)
- Initiated program verification with departmental surveys and data requests
- Conducted Visioning meeting (FGI, HOK, McLean County)
- Conducted code review meeting (FGI, McLean County, City of Bloomington)
- Conducted electrical site visit (FGI, McLean County)
- Conducted Food Service and Laundry scope review meeting and site visit (FGI, Rippe, McLean County)
- Conducted mechanical site visit (FGI, Mclean County)

During the next billing period, we anticipate completing program verification and moving forward with schematic design.

The project continues to proceed on the previous general schedule:

Schematic Design Submittal – Early July 2016  
Design Development Submittal – Early October 2016  
50% Construction Documents Submittal - Early December 2016  
90% Construction Documents Submittal – Early January 2017  
Issue for Bid – Late January 2017  
Bid Opening- Late February 2017  
Contract Award – March 7, 2017 – PBC Meeting.  
Substantial Completion –October 6, 2018  
Final Completion – Early 2019.

With the receipt on Tuesday April 26, 2016 of the county program data, the FGI/HOK team will be working on fleshing out a more detailed schedule of meetings and submittals.



OFFICE OF THE ADMINISTRATOR

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

115 E Washington St, Room 401, Bloomington, IL 61701

April 25, 2016

To: Honorable Members of the Executive Committee, Finance Committee, Land Use and Development Committee, Property Committee, Transportation Committee, Justice Committee, and Health Committee

From: Bill Wasson, County Administrator

Re: Positions filled from March 27 – April 25, 2016

<b>Department</b>	<b>Oversight Committee</b>	<b>Position</b>	<b>Number of Hires</b>
Circuit Clerk	Justice	Office Support Specialist I	1
Circuit Clerk	Justice	Office Support Specialist II	1
Circuit Court	Justice	Circuit Court Secretary	1
Sheriff	Justice	Inmate Assessment Specialist I	1
Sheriff	Justice	Corrections Officer	1
Facilities Management	Property	Custodian	1
Nursing Home	Health	Certified Nursing Assistant	3
Nursing Home	Health	Registered Nurse	2
Nursing Home	Health	Licensed Practical Nurse	1