



Property Committee Agenda
Room 400, Government Center
Thursday, May 3, 2007
3:30 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – April 5, 2007 Committee Meeting
3. Departmental Matters:
 - A. Don Lee, Administrator, Nursing Home
 - 1) Items to be Presented for Action:
 - a) Request Approval to Recommend Bid from McLean County Asphalt to Resurface the Ambulance Drive at the McLean County Nursing Home 1-9
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of Fairview Campus Sign Landscape Project by Boy Scout, Anthony McCauley 10-13
 - b) Request Approval of a Lease Agreement between The County of McLean and McLean County State's Attorney for the Child Support Enforcement Division 14-26
 - c) Request Approval of Lease Agreement for ATM Machine at the Government Center 27-28
 - 1) Items to be Presented for Information:
 - a) Status Report on Renovation of the Law and Justice Center
 - b) General Report
 - c) Other

C. John Zeunik, County Administrator

1) Items to be Presented for Information:

- a) Recommendation to Proceed with Old McLean County Courthouse Renovation Project
- b) General Report
- c) Other

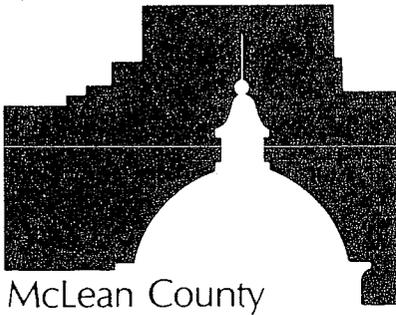
29-34

4. Other Business and Communications

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

6. Adjournment

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NURSING HOME

(309) 888-5380

901 N. Main Normal, Illinois 61761

Date: April 13, 2007

To: Diane Bostic, Chairman, Property Committee
Members of the Property Committee

From: Don Lee, Adm.
McLean County Nursing Home

Re: Recommend Bid to Resurface Ambulance Drive - McLean County
Nursing Home

In September of 2004 the front asphalt parking lot of the McLean County Nursing Home was resurfaced. At that time, we asked for input from the County Highway Department and the bidders on the condition and repair needs for all of the Fairview Complex. Based on that assessment, funds were placed in the 2005 budget for the resurfacing of the rear lot and a timeline was developed for the complex.

In 2006 we had intended to continue as planned with the resurfacing of the ambulance drive. Due to the resignation of our Maintenance Supervisor and a search for his replacement, the project was placed on hold for that year and again requested in the 2007 budget.

Eric Kline, Maintenance Supervisor, had completed the bid specifications in mid-March and the project was placed out for bid as outlined in Eric's attached memo. While representatives from both McLean County Asphalt and Rowe Construction attended the mandatory pre-bid meeting, only McLean County Asphalt submitted a bid for the project. That bid was for \$25,890 and is within the amount planned for in the 2007 budget.

I will not be able to attend the May meeting of the Property Committee and have asked Eric attend the meeting to answer any questions. I concur with his recommendation that the Property Committee favorably forward the McLean County Asphalt bid in the amount of \$25,890 to the Board for their acceptance.

Memo

To: Property Committee
From: Eric Kline, Nursing Home Maintenance Director
CC: Don Lee, Nursing Home Administrator
Date: 4/19/2007
Re: Ambulance Drive Paving

This project consists of installation of a 2" overlay of bituminous surface (asphalt) to the ambulance drive surrounding the Nursing Home. Grading and concrete sidewalk replacements are included to repair a water drainage problem.

An invitation to bid notice was placed in the Pantagraph on March 26, 2007. We sent bid packets to McLean County Asphalt Company and Rowe Construction, one packet was picked up by an unknown firm. McLean County Asphalt and Rowe Construction attended the pre-bid meeting on April 3, 2007, but only McLean County Asphalt submitted a bid by the deadline on April 13, 2007.

Looking at the past bids McLean County Asphalt has typically had the low bid by a significant amount. This may have had some bearing on why Rowe didn't submit a bid for this project.

I recommend awarding McLean County Asphalt the Ambulance drive replacement project at a price of \$25,980.00.

Respectfully Submitted:

Eric Kline

**Request for Proposals
Pavement Surfacing
McLean County Nursing Home
901 N. Main Street, Normal, Illinois**

The County of McLean, a body corporate and politic, hereinafter referred to as "COUNTY", shall accept sealed-bid proposals from professional contractors, hereinafter "BIDDERS" for 2" overlay of the bituminous asphalt surface to the driveway surrounding the nursing home, commonly referred to as the ambulance drive at McLean County Nursing Home, 901 N. Main Street, Normal, Illinois. There are two other bids requested to patch and seal areas defined below.

Scope of Project: Awarded firm shall perform all work specified below:

Project shall consist of approximately 1450 sq. yards of 2" overlay of bituminous surface to driveway surrounding the nursing home, commonly referred to as the ambulance drive. Prior to placement of this surface course, the entire drive shall be cleaned of loose material and vegetation. The contractor shall dispose of this material. Then RC-70 prime shall be installed at a rate of 0.05 gallons per square yard. Headers shall be cut in where necessary to match existing surface levels, and surface shall be compacted to industry standards.

Awarded contractor shall remove and reset all existing parking blocks and shall restripe all existing parking stalls. Awarded contractor shall be responsible for securing all necessary permits and paying any permit fees. Awarded contractor shall ensure complete installation meeting all existing codes, laws, and ordinances pursuant to this undertaking including, but not limited to, the Americans with Disabilities Act (ADA) for such installations. Awarded firm shall site the lot and regrade where necessary, to prevent any pooling of water which may cause ice patches in colder months. Awarded firm shall ensure adequate water runoff during rains to prevent said pooling of water on ambulance drive.

In addition McLean County requests a second, separate bid, for work to be performed in the same time frame as the ambulance drive. This work consists of patching, sealing, and restriping of approximately 2800 sq. yards of parking lot in front of 905 North Main St., Normal, IL. This location is referred to as Fairview Building front parking lot.

In addition McLean County requests a third, separate bid, for work performed in the same time frame as the ambulance drive. This work consists of patching, sealing, and restriping approximately 2358 sq. yards of main entrance drive to 901 North Main St., Normal, IL.

Mandatory Pre-Bid Conference and Tour: A mandatory pre-bid conference has been scheduled for Tuesday, April 3, 2007, at 10:00 a.m. at the McLean County Nursing Home at which time all interested bidders shall attend to:

- A. Tour through the above stated areas to examine existing conditions.
- B. Be given the opportunity to ask questions regarding the bid and bid process
- C. Verify all measurements and dimensions.

Contractor Qualifications, Prior Experience, and References: The submitted proposal shall contain a listing of at list five (5) prior clients with whom BIDDER has provided service for within the past two (2) years. This list shall include the complete client name, address, phone number, and a contact name of each prior client. By submission of a bid proposal, BIDDER hereby grants permission to COUNTY to contact these references as part of the qualifications review process of the proposal.

Non-Affiliation Clause: By submission of a bid proposal, BIDDER hereby declares that 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 in this undertaking pursuant to **Illinois Compiled Statutes, 50 ILCS 105/3, et. seq.**

Hold Harmless Provision: By submission of a bid proposal BIDDER agrees to save and hold harmless COUNTY (including its officials, agents, and employees) from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs or judgments, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to chooses in action) arising out of or in any other way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY for any costs, expenses, judgments, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its officials, agents, and employees.

Prevailing Wage Act: In accordance with **Illinois Compiled Statutes, 820ILCS 130/0.01 et.seq.**, awarded firm shall pay not less than the general prevailing wage of hourly wages for the work of a similar character on public works in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, shall be paid to all laborers, workers, and mechanics employed by or on behalf of any public body engaged in the construction of public works, and the Preference to Illinois Citizens of Public Works Project Act, **Illinois Compiled Statutes, 30ILCS 560/1 – 560/7, et.seq.**

Insurance Provisions: Awarded contractor hereby agrees to provide COUNTY the following minimum insurance for this project:

- A. Comprehensive General Liability Bodily Insurance, Personal Injury, and Property Damage CSL per occurrence of at least \$2,000,000.00.
- B. Trucker's or Auto Liability Insurance with \$2,000,000.00 CSL per occurrence for Bodily Injury and Property Damage for all owned, leased, or non-owned autos and trailers.
- C. Statutory Worker's Compensation Insurance in accordance with Illinois law.
- D. Employer's Liability Insurance coverage with no less than \$1,000,000.00 limits per occurrence.

- E. Minimum limits may be met through a combination of excess or umbrella and primary liability insurance policies.
- F. Submission of a Certificate of Insurance evidencing such insurance coverages prior to project commencement.
- G. All insurance companies shall be licensed and admitted in the state of Illinois to do business and shall be in an acceptable form to COUNTY
- H. COUNTY shall be listed as an "ADDITIONAL INSURED" on all liability policies.
- I. Awarded contractor shall furnish COUNTY with an Accord Certificate certifying that the above required insurance coverages are in effect prior to the work being performed. The insurance certificate shall certify that no material alteration, modification, or termination of such coverage shall be effective without at least thirty (30) days advance written notice to COUNTY.
- J. Awarded contractor's insurance shall be considered primary and not excess to any other applicable insurance and shall have all rights of recovery against COUNTY for any injuries to persons or damage to property in the execution of the work to be performed by awarded contractor.

Security and Safety of all COUNTY Property: Awarded contractor shall be responsible for ensuring that all existing trees and other permanent vegetation remain undamaged during the project including all underground installed building and parking lot systems and mechanical installations including water, sewer, natural gas, electric, telephone, fiberoptic communication lines, and any other existing installations owned or not owned by COUNTY. Awarded contractor shall contact J.U.L.I.E. to have all underground installed systems properly marked and identified prior to work being performed.

Do No Damage: Awarded contractor shall agree to **do no damage** to any COUNTY owned and operated property during the course of the project and further agrees to pay COUNTY for any damage and resultant repairs (including parts and labor) should any damage be discovered to COUNTY property, equipment, records, or furnishings, as a result of this project. This includes, but is not limited to, any damage to the following COUNTY property: its buildings, grounds, other adjacent parking areas, landscape areas, curbs, sidewalks, ramps, entrance doors, walls, flooring surfaces, utility services, light poles, lot signs, building structural integrity, and awarded contractor further agrees to not disrupt any COUNTY operations during the course of the project and to not block any natural footpaths of ingress and egress to the building or nearby buildings. Cost of repair(s) shall be calculated by COUNTY, shall not be negotiable, and shall be binding upon the awarded contractor, and shall be deducted from the invoice if full cost of repairs does not exceed the invoice costs. Should cost of full repairs exceed the invoice cost, awarded contractor shall pay the difference within ten (10) days of invoice by COUNTY to awarded contractor. Awarded contractor agrees to immediately notify COUNTY if any damage is done to COUNTY property by contractor employees or any subcontractor during the course of the project.

Scheduling Project: Project must be completed as soon as is possible given the availability of required equipment, in any case it shall be completed no more than 45 days after acceptance of bid.

Deadline for Proposals: The deadline for submission of all proposals is **Friday April 13, 2007 at 2:00 p.m.** Bids shall be single proposals and shall contain no qualifications or interlineations.

Acceptance of Proposals: In accordance with Illinois law governing the award of bids, COUNTY reserves the right to accept or reject any or all proposals for any reason and to award this project to a single firm as deemed most beneficial to COUNTY.

Submission of a Bid Proposal: Bid proposals shall be prepared and submitted on the bid forms contained herein and mailed to COUNTY in a sealed envelope and marked in prominent letters on the lower left-hand corner on the outside of the envelope, "**Bid Proposal for Boiler at McLean County Nursing Home**". If proposal is mailed to COUNTY it shall be received by COUNTY prior to the stated expiration time for the receipt of bids. Proposals may be delivered to the public bid opening, if desired by the BIDDER.

Validity of Bid Proposals: Bid proposals shall be considered valid for a minimum of sixty (60) days from the date of bid opening.

Interested Firms: Interested firms may obtain a copy of the bid packet at, McLean County Nursing Home, 901 N. Main Street, Normal, Illinois 61761, during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. Deadline for requesting and obtaining a copy of the bid packet is the date of the Mandatory Pre-Bid Conference and Tour.

Bid Submission Form

From:

Contact Name: _____

Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

FAX Number: _____

E.mail address: _____

Illinois Professional Contractor's License Number of Firm: _____

To:

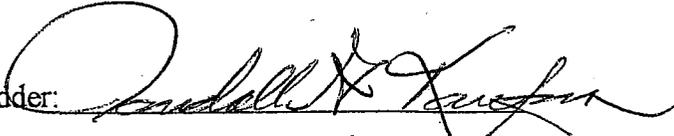
To Whom It May Concern:

We have received and completely reviewed the Request for Proposals for the project, we have attended the Mandatory Pre-Bid Conference and Tour, and in our submission of this bid proposal our firm hereby agrees to the below, if awarded on the basis of our bid proposal:

1. To hold our bid proposal valid for a minimum of sixty (60) days from the date of the bid opening.
2. To enter into and execute a contract if awarded this project.
3. To furnish all required insurance documents and a copy of our professional license, and names of all employees to be used on this project prior to commencement of the project, if awarded on the basis of our bid.
4. To attend the Mandatory Pre-Bid Conference and Tours of all buildings.
5. To furnish as attachments to this bid proposal the required references.
6. That the person submitting this bid proposal is qualified or has been granted authority to submit this bid by the interested firm.

- 7. That this Request for Proposals shall be considered a part of any contract between COUNTY and awarded contractor.
- 8. That if awarded this project all work shall be completed by December 31st 2007.

MCLEAN COUNTY ASPHALT CO. INC., a licensed professional general contractor located in BLOOMINGTON, Illinois, hereby submits a bid proposal of \$ 25,980.00.

Signature of Corporate Officer of Bidder: 

Printed Name of Corporate Officer of Bidder: RANDALL G KAUFMAN

Date of Proposal: 7-13-07

Accepted by: _____
Chairman, McLean County Board

Date: _____

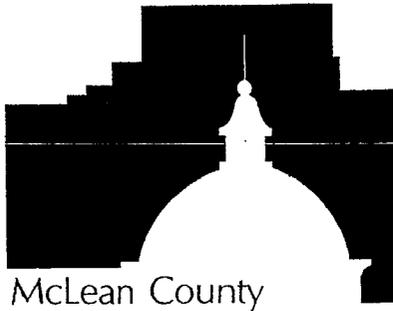
SPECIALIZING IN
DRIVEWAYS - PARKING LOTS
ALSO, GRAVEL & STONE
SURFACING & EXCAVATING



1100 W. MARKET STREET
BLOOMINGTON, ILLINOIS
61702-3547
(309) 827-4811
1-877-457-0761
FAX (309) 827-7767
www.mc-asphalt.com

CONTRACTOR QUALIFICATIONS, REFERENCE LIST

- 1) BLOOMINGTON SCHOOLS #87
300 E. MONROE ST.
BLOOMINGTON, IL 61701
*COLIN MANAHAN 309-827-6031
- 2) NORMAL UNIT #5 SCHOOLS
2012 W. COLEGE AVE.
NORMAL, IL 61761
*JEFF MONAHAN 452-0541
- 3) FIRST SITE
102 E. NORTH ST.
NORMAL, IL 61761
*JEFF TINERVAN 888-4444
- 4) EL PASO GOLF COURSE
2860 COUNTY RD. 600N.
EL PASO, IL 61738
*LANE VANCE 309-527-5225
- 5) P.J. HOERR
107 N. COMMERCE PL
PEORIA, IL 61612
*MIKE KREUTZ 888-9567



Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

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

To: The Honorable Chairman and Members of the Property Committee

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

A handwritten signature in black ink that reads "Jack Moody". The signature is written in a cursive style and is positioned over the printed name and title in the "From:" field.

Date: April 20, 2007

Subj: **Fairview Sign Landscape Proposal: Mr. Anthony McCauley, BSA**

At the request of the Property Committee last fall, I contacted the Boy Scouts of America to learn if there might be a possibility of an Eagle Scout candidate performing an appropriate landscape project around the newly installed Fairview Campus sign.

I was put in touch with Mr. Tony McCauley, father of Anthony McCauley, Normal, Illinois. Since September 2006, the three of us have been talking about this project and on Friday, March 30, 2007, we met at the site of the new sign to discuss the project.

Attached, please find Mr. Anthony McCauley's project proposal and landscape design drawing for your kind consideration. We feel his proposal is very well developed. Anthony has given consideration about the ultimate mature height of all plantings, ease of mowing around the landscaped area, long term maintenance, sufficient workers, and beauty.

We have established a budget of \$1,000.00 for the purchase of all plantings and needed supplies and materials. County Facilities Management will ensure safety standards are maintained during all phases of the project and plan to be present during all aspects of the project.

We hereby request and recommend approval of the attached Fairview Campus Sign Landscape proposal.

Anthony McCauley has indicated his desire to present his project and answer any questions at the May Property Committee meeting.

Thank you.

enclosures

Boy Scout Project Description
By Anthony McCauley
April 20, 2007

In my Eagle Scout project proposal, I will be performing and supervising a landscape beautification project around the new Fairview Campus sign located at Fairview Park in Normal, IL where the McLean County Nursing Home and McLean County Juvenile Detention Center is located.

The County has recently installed a new replacement sign and I have volunteered to landscape around it. I'm going to spend a lot of time making plans and reviewing them with Jack Moody, the County's facilities manager.

The County will purchase all plantings and supplies needed. I would like to use Grieder's Sod and Landscaping, Owens Nursery, and other stores that sell plants. I will be getting help from Mr. Bobby Jones, a professional landscaper. I have been given a \$1000 budget from the County to work with. I hope to order all of my plants by the middle of June and finish the project by the end of June.

I plan on breaking up the work over three days. The first day will be laying out everything and removing anything that gets in our way such as sod. The second day will be planting and watering everything plus putting down mulch which I'm going to get from the Town of Normal Parks and Recreation Department for free. The landscaping will be in an eyeball shape. The outline of this landscaping will be in interlocking bricks to make it easier to mow around. Mr. Moody is going to provide water at the location from the Nursing Home using long hoses. Here are some of the items that I will be using:

landscaping fabric, shovels, spades, plantings, mulch, water, dirt rakes, and assistance from other boy scouts in my troop.

Project Day - I first will mow the grass very short so the landscaping fabric will lay down easier. I will get out some landscaping plans while people are eating some doughnuts and drinking coffee. I will be giving everybody a good idea of what the landscaping will look like. Then I will tell everybody the dimensions that are needed to lay out the landscaping fabric and anchor it.

Page two

Next, we'll lay out the plants in the right area. Then, we will place the plants in the ground and give them each a good drink of water. Finally, we'll spread the mulch on the ground and remove the anchors. At the end of all this everybody will get lunch and go home.

One week before the project happens I will call J.U.L.I.E so they can find all of the cables and wires I want to miss. I will also make sure that I don't need a permit or other approvals for the project from the Town of Normal.

Mr. Moody will assist in monitoring safety for all involved. Mr. Moody has informed me that he will disconnect all electric power at this site from a breaker located in the McLean County Nursing Home, and perform a "lock-out / tag-out" on the breaker in compliance with OSHA and NFPA regulations for performing work around electrical connections. We will wear eye goggles during those aspects of the project for eye protection and sun screen and ball caps if it's a very sunny day.

I have a \$1000 budget to work with and I have estimates for the entire project. \$200 on Plants, \$150 on mulch, \$20 on landscaping fabric, \$75 on food and water

List of plants

6-Creeping Juniper.

7-Small decorative blue-stem grasses.

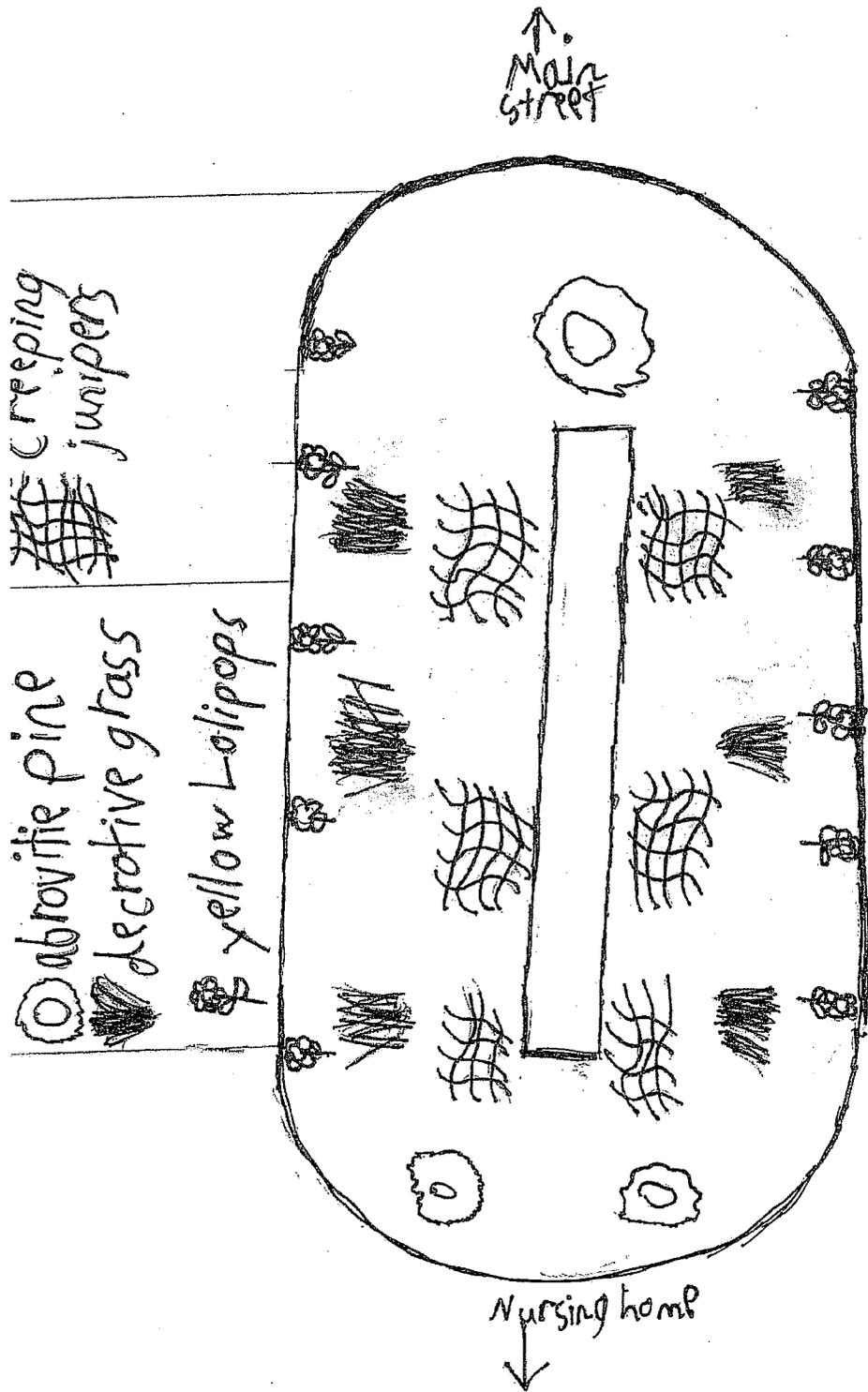
13-Yellow Lollipops.

3-Abortive Pine.

I request the kind approval of this landscaping project by the McLean County Property Committee on Thursday, May 3, 2007. A copy of my draft landscape proposal (drawing) is attached for your kind review.

Thank you for this opportunity to perform a project for McLean County that will assist my attaining the rank of Eagle Scout with the Boy Scouts of America.

Anthony McCauley



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, 2007, and terminate on June 30, 2008.
2. **Rent.**
 - a. Rent shall be \$20,462.68 for 2,476 s.f. of office space, payable in twelve equal monthly installments of \$1,705.22.
 - 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
115 E. Washington Street, Mezzanine Level
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.

d. **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.
12. **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.

 - b. 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

Page eight

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:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
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 15th day of May, 2007.

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

ATM Machine Agreement

WHEREAS, the County of McLean, P.O. Box 2400, Bloomington, Illinois 61702-2400, a body corporate and politic, (hereinafter referred to as "COUNTY"), and the Bloomington Municipal Credit Union, 602 South Gridley, Bloomington, Illinois 61701, (hereinafter referred to as "BMCU") desire to continue an agreement for BMCU to provide an ATM machine to be located on the north end of the first floor of Government Center, 115 E Washington Street, Bloomington, Illinois,

Now, therefore, it is expressly agreed by the parties as follows:

1. This agreement shall commence on **August 1, 2007**, and shall terminate on **July 31, 2009**.
2. BMCU retain the ownership of the ATM machine, and shall be financially responsible for the maintenance and all security of the ATM machine.
3. BMCU shall provide the onsite service and maintenance of the ATM machine and shall replenish and provide the necessary cash on an as needed basis.
4. BMCU shall provide COUNTY with quarterly financial usage reports on the ATM machine and shall maintain the cleanliness of the ATM machine.
5. BMCU shall operate the ATM machine for customer usage only during normal business hours and days the building is open to the public.
6. BMCU shall provide usage of the ATM machine to any customer who uses the correct ATM card and service this machine is equipped to accept.
7. COUNTY shall be financially responsible for the POTTTS telephone line.
8. COUNTY shall pay BMCU a \$100 monthly service fee that shall be billed to COUNTY on a quarterly basis.
9. COUNTY shall maintain in-house marketing signage at various locations in the building at COUNTY's discretion.
10. COUNTY assumes no responsibility for the ATM machine specifically, but not limited to, theft, damage, usage delays regarding phone or data lines, lost cash, incorrect withdrawals, power outages, any ATM malfunctions, customer complaints, lost or stolen ATM cards or ATM supplies, or compliance with any ATM regulatory body or banking institution requirements.

Surcharge/Transaction Fee: All transactions being made with the use of a BMCU ATM/debit card will not be assessed a surcharge fee. If it is determined by BMCU that there are at least 50 monthly foreign transactions being conducted, BMCU maintains the

right to initiate a surcharge fee of \$2.00 per transaction. If the surcharge/transaction fee is initiated, the revenue shall be distributed as follows: First 100 monthly foreign transactions – BMCU retains all the revenue. For each monthly foreign transaction exceeding 100 – COUNTY will earn \$1.00 of each transaction. The revenue that COUNTY earns from these transactions will be given in credit form on the quarterly billing statement.

BMCU's insurance and bond will cover the ATM machine, cash within, and the transporting of said cash, and shall list COUNTY and all its officers, officials, agents, and employees as an additional insured and hold COUNTY harmless from all liability, public or private.

The parties hereto agree that either party may cancel this agreement by giving 30 days written notice to the other party. BMCU shall be responsible for removal of the ATM machine within sixty (60) days of the date of the cancellation notice.

Amendments to this agreement may be made from time to time in writing by mutual consent by the parties.

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 agreement by their respective officers, thereunto duly authorized at Bloomington, Illinois, this 15th day of May, 2007.

APPROVED:
Bloomington Municipal Credit Union

By: _____
Chief Executive Officer

ATTEST:

By: _____

APPROVED:
County of McLean

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

ATTEST:

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



OFFICE OF THE ADMINISTRATOR

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

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

April 27, 2007

Memo to: The Honorable Chairman and Members of the Property Committee

From: John M. Zeunik 

Re: Old McLean County Courthouse Renovation Project

At last month's Property Committee meeting, I advised the Committee that, pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2007, sufficient funds are available in the unencumbered fund balance of the General Fund to move forward with the next phase of renovation at the Old McLean County Courthouse. Section 12.23-1 (C) of the Budget Policy states:

“(C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated as a reserve for specific capital improvement projects . . .”

The audited financial statements for fiscal year 2005 report that the unencumbered fund balance in the General Fund increased \$2,642,485.00. Based on the preliminary financial reports for fiscal year 2006, the unencumbered fund balance in the General Fund is likely to increase by an additional \$1.8 million. In accordance with the Resolution Establishing the Budget Policy, 10% or \$7,157,430.00 should be maintained as a minimum reserve for interfund borrowing during the first five months of the fiscal year and for emergencies. Setting aside the 10% reserve, the Board may appropriate \$3.4 million for specific capital improvement projects, including the renovation of the Old McLean County Courthouse.

For your information and review, I have enclosed a copy of a letter from Mr. Edward Gerns, Project Manager, Wiss, Janney, Elstner Associates, Inc. outlining the next two phases of work recommended to be completed at the Old McLean County Courthouse. I would respectfully recommend that the Committee consider the following timeline and funding for this project.

The Honorable Chairman and Members of the Property Committee
April 27, 2007
Page Two

The proposed Resolution Establishing the Budget Policy for Fiscal Year 2008 recommends that "these excess funds may be appropriated for specific capital improvement projects, including necessary repairs and improvements to County buildings and the Old Courthouse that houses the McLean County Museum of History. . ." The Fiscal Year 2008 Budget Policy Resolution will be considered by the Finance Committee at their regular meeting on Tuesday, May 1, 2007. The proposed timeline follows the Budget Policy directive that the excess funds may be appropriated by the County Board at the June or July meeting.

June, 2007 - Recommend Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2007 Combined Annual Budget and Appropriation Ordinance transferring \$1.75 million from the unencumbered Fund Balance of the General Fund to the Capital Improvement Fund for the Old McLean County Courthouse project

Approve Contract with Wiss, Janney, Elstner Associates Inc. to prepare Bid Specifications for completion of Phase I of the Old McLean County Courthouse project

September –
October, 2007 Award Contracts for Phase I of the Old McLean County Courthouse Project

In Fiscal Year 2008 Recommended Budget, include an appropriation of \$750,000.00 to continue work on Phase II of the Old McLean County Courthouse Project

September, 2008 - In Fiscal Year 2009 Recommended Budget, include an appropriation of \$750,000.00 to complete work on Phase II of the Old McLean County Courthouse Project

Should you have any questions concerning the proposed timeline or the funding available to move forward with the next phase of the renovation of the Old McLean County Courthouse, please call me at 888-5110.

Thank you.

Via Email & Mail

17 April 2007

Mr. Jack Moody
Facilities Manager
McLean County
104 West Front Street
P.O. Box 2400
Bloomington, IL 61702-2400

Re: Old McLean County Courthouse
Bloomington, Illinois
WJE No. 2007.1018.P

Dear Mr. Moody:

At the request of the Property Committee of McLean County, Wiss, Janney, Elstner Associates, Inc. (WJE) has reviewed the scope of remaining repairs at the Old McLean County Courthouse and reevaluated the cost of these repairs. The scope of work for repairs on the building was outlined in our report "Old McLean County Courthouse -- Limited Exterior Envelope Investigation," dated 28 August 2002. Since issuing the report, repairs of the dome drum and dome roof have been completed. The Property Committee has requested an estimate of the total cost of repair work on the remainder of the building, including professional fees to reevaluate the current condition of the building, as well as prepare contract documents and provide construction period services for the remaining work.

Assumptions on Implementation

It is feasible that the remaining repair items could be incorporated in one bid package. This would be the most economical approach to implementing the remaining repair work; however, we suggest that, logistically, the remaining work should be performed over two construction seasons. Funding from future county appropriations or grants may be less than the total amount needed for a single-year construction project. Also, performing all of the remaining work over one construction season will likely cause too much disruption to public access to the museum. Other options for implementation of the scope of repair work are discussed at the end of this letter.

Scope of Work

The following is a summary of the remaining repair work on the Old McLean County Courthouse, based on a two-year construction schedule.

First-year construction work

1. ***Site and entrance stair repairs:*** Replace selected sections of concrete sidewalk, concrete steps, and handrails at the north, west, south, and east sides of the building; and repair the granite steps and limestone flanking knee walls at the north, west, south, and east building entrances.
2. ***Facade limestone masonry repairs:*** Repoint the cornices, cornice moldings, and main facades; install new lateral anchors; rout and point cracks at isolated areas of limestone facades; and repair spalled limestone units with new limestone dutchman repairs.
3. ***Window repairs:*** Repair existing window sashes with faulty spring-loaded counterweights.
4. ***Repairs at marble stairs and handrails:*** Repair the monumental marble stairs, and install supplemental bracing at existing handrails.

Second-year construction work

1. ***Balustrade repairs:*** Long term repair of the limestone balustrade (rebuilding of the balustrade stabilized in the current grant-funded project).
2. ***South and east facade masonry repairs:*** Repoint the south and east main limestone cornices, cornice moldings, and main limestone facades; install new lateral anchors in the south and east limestone facades; rout and point cracks in selected areas of the south and east limestone facades; and repair spalled limestone units with new limestone dutchman repairs on the south and east facades.
3. ***Main roof replacement:*** Remove and replace the existing built-up membrane at the main roof.
4. ***Repairs at interior scagliola panels:*** Install supplemental anchors, point selected cracks, and other miscellaneous repairs at the interior scagliola wall panels.
5. ***Window and door repairs:*** Conservation work on the eight panels of Luxfer prism glass windows in the drum dome; conservation work (clean and refinish) the four bronze entrance doors and window walls; conservation work (clean and refinish) the interior bronze doors and room entrance walls (assume two locations); refinish the eight existing lamp standards; and remove and replace the existing perimeter sealant at the existing aluminum framed windows.
6. ***Repairs at east and west entrance vestibules:*** Remove and rehang the ceilings in the east and west entrance vestibules, and install supplemental anchors at serpentine stone veneer panels at the east and west entrance vestibules.

Revised Cost Estimate

The summary cost estimate below was initially prepared in 2004 by a cost estimator and has been modified by WJE based on experience gained during the dome and drum work, and adjusted for inflation and rising labor and material costs. The total cost determined by the current revised cost estimate is approximately \$3,200,000.

Estimated design and construction observation fees have been listed for each construction year for your budgeting purposes. The schematic design drawings and outline specifications prepared in 2002 should be developed into construction documents, including general conditions for construction, technical specifications, and detail drawings. (Many of the masonry details and technical specifications from the dome repair project can be revised for use in the remaining repair work.) The cost figures stated herein do not include any administrative costs to either McLean County or the McLean County Museum of History. Professional fees to perform a brief reevaluation of the current condition of the building are also included. The reevaluation is necessary to assess the rate of deterioration which alters the scope of repairs. The following is a breakdown of the total costs into the two years assumed for construction.

Scope of Work Item	First year construction costs (2008)	Second year construction costs (2009)
Site (sidewalks, etc.)	\$30,000	
Limestone balustrade		\$160,000
North entrance	\$30,000	
Facade masonry repairs	\$640,000	
East, south, and west entrances	\$125,000	
Window and door repairs	\$11,000	\$170,000
Main roof replacement		\$160,000
Vestibule ceiling and wall repairs	\$130,000	
Interior scagliola repairs		\$120,000
Interior stair repairs	\$30,000	
Special conditions (scaffolding and pedestrian protection)	\$130,000	\$130,000
Subtotal	\$996,000	\$870,000
General conditions (20%)	\$200,000	\$175,000
Design contingency (15%)	\$150,000	\$130,000
Construction contingency (15%)	\$150,000	\$130,000
Cost escalation	\$95,000	\$80,000
Total construction costs	\$1,600,000	\$1,400,000
Estimated design and construction observation fees	\$140,000	\$50,000

Other Options for Implementation of Repairs

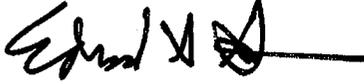
Should limitations on funding repairs on the Old Courthouse require that the repair work be phased over a longer time period than two years, or if the phases of repair work are bid separately, there will be significant increases to the overall cost of repairs. It is likely that splitting the scope of repair work into smaller packages will result in a minimum of a 10 percent premium each time the scope of work is divided, and that even higher increases may result depending on which, how, and when items are implemented separately. These premiums are the tied to general and special conditions costs. Also, deferment of repair work to a time period beyond 2010 would result in further escalation of repair costs, and may entail increases in the scope of some repair items due to ongoing deterioration of existing conditions.

We understand that the Property Committee may be able to recommend relatively small appropriations (\$100,000 or less) for repairs should budget conditions allow. There are several repair items that could partially or perhaps entirely be implemented with such funding, such as the exterior sidewalk replacement, exterior stair rebuilding, vestibule ceiling and wall repairs, interior stair repairs, or interior scagliola repairs. We recommend, however, that consideration be given to incorporating these repair items into larger scopes of repair work, to minimize general conditions costs and design fees. Should the

Property Committee appropriate smaller budget amounts, we also recommend discussing the potential scope and budget with us prior to planning the appropriation.

Should you have any questions regarding the enclosed, please do not hesitate to contact WJE.

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Edward Gerns
Project Manager

EAG:mlv