



PROPERTY COMMITTEE AGENDA
Room 700, Law and Justice Center
Thursday, December 5, 2002

4:00 P.M.

1. Roll Call.
2. Chairman's Approval of Minutes – November 7, 2002
3. Departmental Matters:
 - A. Jack Moody, Facilities Management
 - 1) Items to be presented for Action:
 - a) Request Disposal of a GMC Sonoma Pick Up Truck
In the Facilities Management Department 1 - 4
 - 2) Items to be presented for Information:
 - a) Farnsworth Group Report and Construction
Documents for Review 5 - 6
 - B. Bill Gamblin, E-911
 - 1) Items to be presented for Information:
 - a) General Report 7
 - b) Other
 - C. William Wasson, Parks & Recreation
 - 1) Items to be presented for Information:
 - a) General Report
 - b) Other
 - D. John Zeunik, County Administrator
 - 1) Items to be presented for Action:
 - a) Request Approval of Attachment Number 12
to the Amendment to the Lease and Operation and
Maintenance Agreement for the Law and Justice
Center 8 - 9
 - b) Request Approval of a Contract between the Public
Building Commission of McLean County and the
County of McLean for Operation and Maintenance
of the Government Center 10 - 18
 - c) Request Approval of Lease Agreement between the
County of McLean and the Public Building Commission
of McLean County - Old County Courthouse 19 - 20

- d) Request for Approval of a Contract between the Public Building Commission of McLean County and the County McLean for Operation and Maintenance of the Old County Courthouse

21 - 23

2) Items to be presented for Information:

- a) General Report
- b) Other

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

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Facilities Management

104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice
(309) 888-5209 FAX jack@McLean.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

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

Date: November 21, 2002

Subj: **Disposal of old GMC Sonoma Pick-Up Truck**

Facilities Management Department acquired from McLean County Parks and Recreation Department (COMLARA Park) in 1999 a 1991 GMC Sonoma pick-up truck in poor condition, VIN # 1GTCS14A1M2556389. Facilities Management paid COMLARA Park \$1,700.00 for the vehicle via a transfer of funds. This pick-up truck has 70,142 actual miles as recorded on the odometer. This vehicle had been used to makes trips to County facilities outside of Bloomington to deliver supplies, repair parts, mail deliveries, Board packet deliveries to Board members, trips to printing shops for Board projects, landscaping needs for transporting lawn equipment, and a variety of other purposes. The truck now has been taken out of service for safety purposes for the following reasons:

- the floor pan under the driver's seat is rusted-through;
- needs new brakes;
- needs a new exhaust system;
- the "front-end" has multiple alignment problems regarding the suspension and steering control arms;
- the power steering leaks;
- needs new shocks;
- the transmission slips when climbing hills;
- the ignition switch needs to be replaced to make the vehicle "drivable".

Attached, is a copy of County ordinance **11.41-3 MISCELLANEOUS PROVISIONS** which is monitored by the County Auditor's office and provides guidelines for proper disposition of surplus and/or obsolete County owned equipment and assets.

Disposal of old GMC Sonoma Pick-Up Truck

November 21, 2002

Page two

Paragraph 11.41-3- C states three (3) ways in which proper disposal may be accomplished under normal conditions (in brief):

1. Conduct a public auction.
2. Offer the asset(s) to other local governments.
3. Offer the asset(s) to not-for-profit organizations.

Also, attached is a copy of the asset control sheet on this vehicle from the County asset management system which lists the current depreciated value of this asset at \$47.22.

Because this vehicle is no longer usable by the County without significant and costly repairs, because this vehicle is not safe to operate legally in its present condition, and because the cost of advertising this vehicle for sale would be greater than any dollars received from such sale because of the present condition of the vehicle, Facilities Management, therefore, requests and recommends this vehicle be sold for parts to an area salvage yard due to its extreme defective condition.

We have notified the County Auditor's office of the condition of the vehicle.

Thank you for your kind consideration of this request.

JEM:

Enclosures

11.41-3 MISCELLANEOUS PROVISIONS

- A) The receipt of any asset valued at \$10,000.00 or more which is given, donated, or otherwise received by any County department or office shall be immediately reported to the County Auditor for inclusion in the fixed assets inventory.
- B) No County office or department shall transfer, release, discard, or dispose of any asset recorded in the County's fixed assets inventory without obtaining the necessary authorization from the County Auditor. A completed "Capital Item Release Request" Form must be submitted to the County Auditor before approval may be given.
- C) Any County elected official or department head who wishes to discard or dispose of any obsolete, out-dated, or otherwise unusable fixed assets, shall so indicate that intention to the County Auditor through the use of the Capital Item Release Request Form. Upon approval of the County Auditor, assets marked for disposal shall come under the jurisdiction of the Facilities Manager. The Facilities Manager shall compile and publish annually a list of these assets and shall circulate the list among the various County department heads. Any department or office may request any or all of the listed assets for its own use. In the event of more than one request for any specific item, the Facilities Manager shall determine the recipient. Any assets remaining unclaimed by any office or department head shall remain under the jurisdiction of the Facilities Manager, who, upon the approval of the Property Committee, shall be authorized to:
 - (i) conduct, after publication in a newspaper of general circulation in McLean County, a public auction, proceeds of which shall be placed in any such fund or funds as may be determined by the County Administrator in each instance, or
 - (ii) offer the assets to local governments and school districts that have some or all of their corporate boundaries lying within McLean County; or
 - (iii) offer the assets to bonafide not-for-profit corporations after publication in a newspaper of general circulation in McLean County.

Assets, which are unable to be disposed of in accordance with this paragraph, shall be disposed of at a sanitary landfill.

- D) The County Auditor shall make a general annual report to the Finance Committee of the County Board relating to fixed assets.

11.41-4 REPEAL

All resolutions, ordinances, policies and parts thereof which are in conflict with the provisions of this Resolution are hereby repealed.

Capital Asset Inquiry

FA0530s1

Asset# . . : 095333
P.O. # . . : 98-0000609

Status . . : 1 Dep Asset
Cost + Adj : 1,700.00
Acc Depr : 1,652.78
Book Value : 47.22 ←

Description . . : 1991 SONOMA PICKUP TRUCK

Gen/Propr . . : GENERAL
Comm Code . . : 1
Asset Class . . : EQ & FURNI
Asset Sub Type:
Location 2 . . : P-UP
Resp Manager : 4150
Manufacturer : DODG
Year Made . . :
License # . . :
Vendor . . . : MCL CO
Check # . . . : 16114
Jurisdiction :
Review Date . :
Orig. Acreage :

Separate Component: Yes
Method Acq : PURCHASE
Asset Type : VEHICLE
Location 1 : L&J
Assigned To: 4150
Model . . . :
Serial #: 1GTCS14A1M2556389
License Expire Date :
Warranty Expire Date:
Check Date : 8/19/1999
Property:
Reviewed By:
Infrastructure: NO
Total Acreage :

F14=Funding F16=G/L F18=Transactions F20=Mgr/Loc F24=Documents
F3=Exit F12=Cancel-----

RECEIVED

NOV 21 2002

Facilities Mgt. Div.



November 26, 2002

RECEIVED

NOV 26 2002

Facilities Mgt. Div.

Mr. Jack E. Moody, CFM
Facilities Manager
McLean County Facilities Management
104 West Front Street
Bloomington, IL 61702

Project: McLean County Health Department Building Exterior Renovation
Farnsworth Group, Inc. Project No. 202344
Subject: Submittal of Construction Documents for review by Property Committee

Dear Jack:

As discussed on October 3, 2002, and approved by the McLean County Property Committee, Farnsworth Group, Inc. plans to attend the next regularly scheduled Property Committee meeting to be held on December 5, 2002 at 4:00 p.m. in Room 700 of the McLean County Law and Justice Center, to present for review a 95% completed copy of the Bidding/Construction Documents, including drawings and specifications, for the above referenced project. We request an opportunity to briefly present the final design concept for the renovation of the building facade and be available to answer any questions that members of the Committee might have at that time.

Additionally, after presentation to the Committee, we wish to leave a set of review documents to be made available at the County Board Office for a period of two weeks to provide an adequate opportunity for members of the Committee to review the documents at their convenience. We welcome all comments and suggestions from the members of the Property Committee and the County Board and would ask that their comments and suggestions be addressed either to you, or to myself at the one of the contact numbers listed below:

Lastly, for informational purposes we have attached an updated Proposed Project Schedule outlining the critical dates for the project from this point through construction. We respectfully ask that the Property Committee conclude their review of the preliminary documents by the end of Thursday, December 19, 2002, so that their input can be incorporated into the final bidding documents prior to the next Property Committee meeting scheduled for January 2, 2003.

Sincerely yours,

Michael J. Sparks, AIA
Project Manager
Farnsworth Group, Inc.
Phone: (309) 663 - 8436
Fax: (309) 663 - 8862
E-mail: mspark@f-w.com

cc: Dave Burnison
attachment

McLean County
Health Department Building Exterior Renovation

Project No. 202344
Date: Nov. 26, 2002

PROPOSED PROJECT SCHEDULE

Property Committee Meeting Thursday, December 5, 2002	Present 95% complete Bidding Documents for review
Thursday, December 5, 2002 - Thursday, December 19, 2002	Construction Documents available for review by County Board Members at Law & Justice Building
Property Committee Meeting Thursday, January 2, 2003	Approve Final Construction Documents for Bidding
Monday, January 6, 2003 - Tuesday, February 4, 2003	Bidding Period (4 weeks)
Tuesday, February 4, 2003	Bid Opening
Property Committee Meeting - Thursday, March 6, 2003	Review Bids/Make recommendation
Full County Board Meeting - Tuesday, March 18, 2003	Approve Successful Contractor's Bid
Monday, March 31, 2003	Begin Construction (Earliest Start Date)
Friday, May 30, 2003	Estimated Construction Completion (Earliest Date)



EMERGENCY TELEPHONE SYSTEM BOARD

2411 E. Empire St.
Bloomington, IL 61704-8200

Ph. (309) 663-9911
Fax (309) 664-7917

Board Memo

Date: 11/20/2002
To: Honorable Chairman Property Committee and , Honorable Members
Cc: File
From: W.H. Gamblin, E9-1-1 Admin.
RE: Monthly Report

I have nothing to report. The modifications to the ICC rules are still at JCAR (Joint Committee on Administrative Rules and are not expected to move forward until after the first of the year.

Respectfully submitted,

William H. Gamblin, ENP

WHG/whg
Attachments

**ATTACHMENT NUMBER 12 TO THE AMENDMENT TO THE LEASE AND
OPERATION AND MAINTENANCE AGREEMENT FOR THE
LAW AND JUSTICE CENTER**

Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990 between the undersigned parties, the parties hereby declare that the provisions of said agreement are hereby extended to the period beginning on January 1, 2003, and ending on December 31, 2003, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$1,723,833.

This ATTACHMENT NUMBER 12 is executed this 3rd day of December, 2002, by the officers of the Public Building Commission and on December 17th, 2002, by the officers of the County.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County
Board, Mc Lean County, Illinois

Chairman of the County Board
Michael Sweeney, Chairman

ATTEST:

APPROVED:

John L. Morel, Secretary of the PBC

By: _____
Robert W. Rush, Chairman

jlr-wp8-12/4/01-H:\David\PBC\Attachment 12.wpd

ATTACHMENT NO. ONE TO AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING

Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois, dated November 20th, 2001, between the undersigned parties, the City and the County agree to pay to the PBC for the period beginning January 1st, 2003 and ending December 31st, 2003 the sum of \$116,230.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building during such one-year period all pursuant to the provisions of Section III of the Lease, dated November 20th, 2001.

The City and the County agree to cause the necessary tax levies to be made to provide for the collection of the funds necessary to pay the amount hereinabove set forth.

This Attachment is executed this 3rd day of December, 2002 by the officers of the Public Building Commission and on December ____, 2002 by the County of McLean and on December ____, 2002 by the City of Bloomington.

COUNTY OF MCLEAN

By: _____
Chairman, County Board

ATTEST:

COUNTY CLERK

PUBLIC BUILDING COMMISSION OF
McLEAN COUNTY, ILLINOIS

By: _____
Its Chairman

ATTEST:

Its Secretary

CITY OF BLOOMINGTON

By: _____
Its Mayor

ATTEST:

City Clerk

LEASE

THIS AGREEMENT made this 3rd day of December, 2002, between the Public Building Commission of McLean County, Illinois, a municipal corporation of the State of Illinois (the "Commission"), as Lessor, and The County of McLean, Illinois, a municipal corporation of the State of Illinois (the "County"), as Lessee.

WITNESSETH:

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

WHEREAS, the Board of Commissioners of the Commission by proper resolution adopted on the 3rd day of December, 2002, did select, locate and designate the hereinafter described area, with the improvements thereon, lying wholly within the territorial limits of the City of Bloomington, Illinois, the County Seat of McLean County, Illinois, as a site (the "Site") to be acquired by the Commission for the purpose of operating and maintaining the building and doing certain renovation work thereon (the "Building"), and leasing the Site and the Building to Lessee for its use in carrying out certain essential governmental functions; and

WHEREAS, the Site was also duly approved by a majority of the members of the County Board of the County by action taken by said County Board on the 19th day of November, 2002; and

WHEREAS, the Building, known as the Courthouse Building, is presently occupied by the McLean County Historical Society and is used by it as a museum and said Society leases the building and site from the County; and

WHEREAS, the Site so selected and designated is more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, fee simple title to the Site is now in the Commission; and

WHEREAS, the Commission agrees to operate and maintain the demised premises including the sidewalks, landscaping and to pay all interior operation and maintenance expenses during the term of this lease and any extension thereof; and

WHEREAS, in order to provide the necessary revenues to the Commission for its undertaking of the operation and maintenance of the demised premises, it is necessary for, and the parties desire to, enter into this Lease Agreement whereby the Lessor will lease to Lessee the site and the building for use by the Lessee and its tenant during the term and upon the rentals hereinafter set forth.

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

SECTION I - LEASE OF SITE

A) In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the County, the Commission does hereby lease and demise to the Lessee the Site and the building thereon and the improvements and additions therein, for a term of one year commencing January 1st, 2003, and ending December 31st, 2003.

B) The Lessee hereby covenants and agrees, to pay to the Lessor for its use and occupancy of the demised premises, rent for the year 2003 in the amount of \$123,580, and to pay the same in two equal installments of \$61,790 on or before June 30th and September 30th, 2003.

C) Lessee agrees to provide by ordinance for the levy and collection of a direct annual tax sufficient to pay the total rent payable under this Lease, and any extensions thereof, as and when such rents become due and payable, and shall immediately thereafter file in the office of the County Clerk of the County, as tax extension officer of the County, a copy of this Lease and any extensions thereof as

executed by the parties hereto, certified to by the Clerk of the County Board of the County (the "Board"), together with a copy of said ordinance as adopted levying taxes for the payment of the rent payable under the terms of this Lease, and under the terms of any extension hereof, each such ordinance to be certified to by the County Clerk of the County, which certified copy shall constitute the authority for the County Clerk of the County, as tax extension officer of the County, to extend for collection the taxes necessary to pay the rent payable by the Lessee under the terms of this Lease and any extensions thereof, such taxes to be in addition to and in excess of all other taxes now or thereafter authorized to be levied by the County. The funds realized by the Lessee from such tax levies shall not be disbursed for any purpose other than the payment of the rent reserved in this Lease and any extension thereof.

SECTION II – OPERATION AND MAINTENANCE OF THE DEMISED PREMISES

A) The Commission shall be solely responsible for the maintenance, operation, upkeep and safekeeping of the entire demised premises, including sidewalks and landscaping, and shall undertake the cost of such maintenance, operation, upkeep and safekeeping, at its expense and without right of reimbursement from the County. The cost of operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, electricity, heat, air conditioning, janitor, care taking and custodial services, and miscellaneous repairs ; however, nothing herein shall require the Commission to spend any amount in excess of the amount of rent paid by the Lessee hereunder or under the terms of any extension of this Lease.

B) The Commission shall have access to the demised premises at any and all reasonable times, for the purpose of performing the operation and maintenance functions which it has undertaken under the terms of this Lease.

SECTION III – USE OF BUILDING

A) The parties acknowledge that the premises are presently occupied by the McLean County Historical Society under a long term Lease with the County, and as such, the Historical Society is a sub-lessee and the County agrees to perform each and all of its obligations under the terms of its Lease with the Historical Society except as those obligations are modified by the terms of this Lease in which case the terms of this Lease shall control.

B) Any additional uses of the building shall be determined by the County subject to the written approval of the Commission.

C) The Lessee covenants and agrees that it will not permit the use of the demised premises in any manner that will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules, or regulations, or ordinances or resolutions of the City of Bloomington or of the County, now or hereafter in force and applicable thereto. Lessee further covenants and agrees that it will save the Commission harmless and indemnified at all times against any loss, costs, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or non-use of said premises, or by reason of any act or thing done or not done on, in or about said demised premises or in relation thereto, attributable to the use and occupancy of the demised premises by the Lessee, its respective agent, sub-lessee, servants, or employees. The County further covenants and agrees that it will promptly make any and all changes and alterations in and about the demised premises which, during the term of this Lease, may be required to be made at any time by reason of the ordinances of the City, resolutions of the County, or State or Federal laws, and will save the Commission harmless and free from any and all costs or damage in respect thereto.

SECTION IV -- NONCANCELLABLE

This lease is noncancellable by the County during the term hereof, and during the term of any extensions agreed to by the parties and Lessee agrees that it is obligated to pay to the Commission absolutely for the one year term of this Lease and

for any one year extensions thereof, all payments required hereunder, or under the terms of any such extensions, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever.

SECTION V -- INSURANCE

A) The Lessee shall carry or cause to be carried property insurance in the name of the Commission on said demised premises with a responsible insurance company or companies qualified to do business in the State of Illinois and to insure the risks thereof in an amount not less than the full insurable value of the structure situated on the Site, including the equipment therein. The full insurable value is hereby defined to mean the actual replacement costs necessary to restore the demised premises to their functional use and service by and for the County prior to a loss. The actual replacement costs shall be determined from time to time (but in any event not more than once in any fiscal year) by an independent architect, appraiser or appraisal company as may be employed for such purpose by the County.

Where a loss renders any of the improvements on the Site unsafe or unuseable, the Commission reserves the right to receive the proceeds of insurance payable by reason of such loss. The Commission shall apply the proceeds of any such insurance it receives (but only to extent of such insurance proceeds and any other monies available to the Commission for such purpose) to the repair, replacing and restoration of the structure situated on the Site, to its former condition, or in such manner as will, in the opinion of an independent architect, enable said structure as so repaired and restored to provide such use and service by and for the County as was provided prior to such loss.

Any and all of such policies of insurance shall contain a waiver by the insurer of the right of subrogation against the Commission and the County.

B) The Lessee shall carry or cause to be carried general liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate and \$500,000 for property damage insuring against loss on account of bodily injury, death, or property damage occurring in, on or about the properties included in the demised

premises or any elevator therein and upon, in, or about the adjoining sidewalks, parkways and passageways which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the structure, the Site constituting the demised premises or resulting from any act of omission or commission on the part of the Commission, its agents, officers, and employees, in connection with the maintenance, operation, use and repair of such demised premises or the furnishing of any service to the County.

C) The Lessee will carry such insurance as it deems appropriate on furniture, furnishings, fixtures, equipment, improvements or appurtenances belonging to, installed by or removable by the Lessee or the Historical Society and the Commission shall have no obligation to repair any damage to any of the foregoing items resulting from fire or other casualty.

D) All policies of insurance required by this Section V shall name as additional insureds thereunder the Commission and the County as their interests may appear.

SECTION VI - ANNUAL EXTENSION

The parties agree that this Lease may be extended for additional one year terms by executing an extension agreement in substantially the same form as Exhibit B attached hereto setting forth the amount of the annual rent payable for the annual period. Upon the execution of any such attachment, the County covenants and agrees to pay as additional rent, to the Commission, for its performance of the maintenance, operation, upkeep and safekeeping functions on the demised premises, the amount set forth in such attachment and to annually provide by resolution for the levy of a direct tax sufficient to make the rental payment called for by the extension. The County further agrees to file with the County Clerk of McLean County, as the County's tax extension officer, a copy of the extension document certified to by the County Clerk acting as the Clerk of the County Board together with a copy of any resolution adopted by the County which levies the taxes necessary to pay the rent due under the terms of any such extension. The certified copy of the extension document shall constitute authority for

the County Clerk as tax extension officer for the County to extend for collection in the appropriate year, the taxes necessary to pay the amounts due from the County by reason of the extension agreement, such taxes to be in addition to and in excess of all other taxes now or hereafter levied by the County and collectible in the year in question. The funds collected by the County from this levy shall not be disbursed for any purpose other than payment of the amounts required under the terms of the extension agreement. These provisions shall apply to each and every subsequent extension to this agreement.

SECTION VII -- MISCELLANEOUS

- A) This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.
- B) No portion of the funds paid by the Lessee to the Commission shall be used for any purpose inconsistent with the provisions of this Lease.
- C) Any notice or any demand required or permitted by this Lease shall be served in the following manner:
 - 1) By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is being served, or to the Clerk of the County, or to the Chairman of the County Board of the County if the County is being served; or
 - 2) By depositing a duly executed copy thereof in the United States Mails, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission, or to the Clerk of the County or the Chairman of the County Board as the case may be.
- D) This Lease has been executed in several counterparts, any of which shall be considered as an original.

EXHIBIT A
LEASE AND CONTRACT EXTENSION AGREEMENT NO.
TO LEASE OF COURTHOUSE BUILDING AND CONTRACT
FOR OPERATION AND MAINTENANCE
DATED DECEMBER 3RD, 2002

The undersigned as parties to that certain lease between them dated December 3rd, 2002, being a one year lease to the County commencing January 1st, 2003 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3rd, 2002, do each hereby agree to extend said lease and contract terms for one additional year beginning January 1st, 200_ at an annual rent and payment of \$____,____ by each of them. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$____,____.

This Extension Agreement is dated this ____ day of _____, 200_.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary

By: _____
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

County Clerk of McLean
County, Illinois

By: _____
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

County Clerk of McLean
County, Illinois

By: _____
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

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**CONTRACT FOR OPERATION AND MAINTENANCE OF THE
COURTHOUSE BUILDING**

THIS AGREEMENT is dated this 3rd day of December, 2002 and is between the Public Building Commission of McLean County, Illinois (the "PBC") and the County of McLean (the "County").

WITNESSETH:

WHEREAS, the PBC is the owner of the premises legally described on Exhibit 1 attached hereto (the "Leased Premises") and has entered into a lease of the Leased Premises with the County which lease is dated December 3rd, 2002, (the "Lease"); and

WHEREAS, pursuant to the provisions of the Lease, the PBC has undertaken the performance of the maintenance, operation, upkeep and safekeeping functions for the Leased Premises for the year beginning January 1st, 2003 and ending December 31st, 2003, and the PBC now desires to contract with the County to employ the County to perform all of such functions which the PBC has agreed to perform pursuant to the Lease; and

WHEREAS, the parties anticipate that the one year term of the Lease will be extended for additional one-year terms and in the event of such extension, the PBC further desires to contract with the County to perform all of such operation, maintenance, upkeep and safekeeping functions for each year that the Lease is extended and any such lease extension will be accompanied by an extension of this contract for an additional one year term, all of which will be evidenced by a document in substantially the same form as Exhibit A attached hereto.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The County hereby undertakes and agrees to provide the operation, maintenance, upkeep and safekeeping functions for the Leased Premises for the year beginning January 1st, 2003, and ending December 31st, 2003.

2. The PBC agrees to pay to the County for the year beginning January 1st, 2003, an amount not to exceed \$123,580 for the County's performance of the operation, maintenance, upkeep and safekeeping functions for the Leased Premises and to make such payments to the County in monthly installments as billed by the County.

3. For each year subsequent to 2003, for which the parties extend this contract, the PBC agrees to make the payments called for in any extension agreement when billed by the County.

4. The PBC shall not be required to pay the County any amount in excess of \$123,580 for its performance of all functions pursuant to this Lease for the year 2003; nor shall it be required to pay any amount greater than that set forth in any extension of this contract for subsequent years.

IN WITNESS WHEREOF, the PBC 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 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.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary

By: _____
Chairman

EXHIBIT B
LEASE AND CONTRACT EXTENSION AGREEMENT NO.
TO LEASE OF COURTHOUSE BUILDING AND CONTRACT
FOR OPERATION AND MAINTENANCE
DATED DECEMBER 3RD, 2002

The undersigned as parties to that certain lease between them dated December 3rd, 2002, being a one year lease to the County commencing January 1st, 2003 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3rd, 2002, do each hereby agree to extend said lease and contract terms for one additional year beginning January 1st, 200__ at an annual rent and payment of \$____,____ by each of them. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$____,____.

This Extension Agreement is dated this ____ day of _____, 200__.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary

By: _____
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

County Clerk of McLean
County, Illinois

By: _____
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)

EXHIBIT A
TO
LEASE DATED DECEMBER 3RD, 2002

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

IN WITNESS WHEREOF, the Public Building Commission of McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Lease to be signed by its Chairman and attested by its Secretary and The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County as of the day and year first written above.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary

By: _____
Chairman

(AFFIX CORPORATE SEAL)

The County of McLean, Illinois

ATTEST:

County Clerk of McLean
County, Illinois

By: _____
Chairman, County Board
of McLean County, Illinois

