

## **CHAMPAIGN COUNTY BOARD FACILITIES COMMITTEE AGENDA**

County of Champaign, Urbana, Illinois

Tuesday, October 3, 2017 - 6:30 p.m.

Lyle Shields Meeting Room

Brookens Administrative Center, 1776 E. Washington St., Urbana

## **Committee Members:**

Josh Hartke – Chair Stan Harper – Vice-Chair Jack Anderson Shana Crews Jon Rector Giraldo Rosales James Tinsley

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda/Addenda
- IV. Approval of Minutes
  - A. Facilities meeting September 5, 2017

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- V. Public Participation
- VI. Communications
- VII. Items to be Recommended to the County Board
  - A. Request approval of GIS Brookens Lease

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- VIII. Facilities Director's Report
  - A. Brookens 2-Multi-Zone RTU's Replacement Project
  - B. Coroner's Generator Project
  - C. FY2017 Capital Asset Fund Budget Update

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- IX. Other Business
- X. Chair's Report
  - A. Future Meeting Tuesday, November 7, 2017 at 6:30 p.m.
- XI. Designation of Items to be Placed on Consent Agenda
- XII. Adjournment



## MINUTES - SUBJECT TO REVIEW AND APPROVAL

DATE:

Tuesday, September 5, 2017

TIME:

6:30 p.m.

PLACE:

Lyle Shields Meeting Room

**Brookens Administrative Center** 

1776 E. Washington, Urbana, IL 61802

### Committee Members

Present:

Jack Anderson, Josh Hartke, Jon Rector, Giraldo Rosales

Absent:

Shana Crews, Stan Harper, James Tinsley

County Staff:

Rick Snider (County Administrator), Dana Brenner (Facilities Director), Tammy

Asplund (Recording Secretary)

### Others Present:

### **MINUTES**

## I. Call to Order

Committee Chair Hartke called the meeting to order at 6:32 p.m.

### II. Roll Call

A verbal roll call was taken and a quorum was declared present.

## III. Approval of Agenda

**MOTION** by Mr. Rector to approve the agenda; seconded by Mr. Anderson. Upon vote, the **Motion** Carried Unanimously.

# IV. Approval of Minutes - August 8, 2017

**MOTION** by Mr. Rosales to approve the minutes of the July 5, 2017 meeting; seconded by Mr. Anderson. Upon vote, the **Motion Carried Unanimously**.

# V. Public Participation

None

## VI. Communications

None

# VII. For Information Only

A. None

## VIII. Items for Facilities Committee Approval

A. None

## IX. Items to be Recommended for County Board Approval

A. Approval of Contract Authorization for ITB #2017-010 Satellite Jail ADA Compliance Project

Mr. Brenner reviewed the scope of the project and the bid results. Mr. Brenner noted the Architect Bailey Edwards recommended Option D.

**MOTION** by Mr. Rector to recommend Option D and award the contract to Cross Construction; seconded by Mr. Anderson. Upon vote, the **Motion Carried Unanimously**.

# X. Facilities Director's Report

- A. Update on ITB #2017-01 Champaign County Nursing Home Chiller Compressor Replacement Project
- Mr. Brenner stated this project is complete, except for the final payment.
- B. Update on ITB #2017-002 Brookens 2 Multi-Zone RTU's Replacement Project
- Mr. Brenner explained due to a manufacturing issue, he anticipates completion of the project in early November.
- C. Update on ITB #2017-003 Coroner's Generator Project
- Mr. Brenner anticipates the new generator will arrive in mid-October.

## XI. Other Business

Semi-Annual Review of Closed Session Minutes. Minutes Shall Remain Closed Pursuant to Resolution No. 7969 Establishing Procedures for Semi-annual Review of Closed Session Minutes.

## XII. Chair's Report

Mr. Hartke stated the next Facilities Committee meeting is Tuesday, October 3, 2017 at 6:30 p.m.

# XIII. Designation of Items to be Placed on the Consent Agenda

IX. A.

## XIV. Adjournment

Mr. Hartke adjourned the meeting at 6:47 p.m.

<sup>\*\*</sup>Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.

# LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

This lease is made and entered into this 25th day of September 2017, by and between the County of Champaign (hereinafter referred to as "Landlord") and Geographic Information System Consortium, an intergovernmental agency (hereinafter referred to as "Tenant").

# **ARTICLE I**

## Premises

Landlord does hereby lease to Tenant 995 square feet of office space located in Pod 400 of the Champaign County Brookens Administrative Center, which is located at 1776 E. Washington Street, Urbana, Illinois. The office space lease is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A". (Hereinafter referred to as the Premises) Common conference rooms located within the Brookens Administrative Center will be made available to Tenant by Landlord with reasonable prior notice to Champaign County Administrative Services.

# **ARTICLE II**

## Term

This lease shall commence January 1, 2017 and continue through and including December 31, 2018 unless sooner terminated or extended by written agreement of the parties.

# **ARTICLE III**

## Rent

Rent for the said Premises shall be at the following rate:

- a. \$5.12 per square foot or \$5,094.40 annually or \$424.53 per month for the period of January 1, 2017 to December 31, 2017.
- b. \$5.35 per square foot or \$5323.25 annually or \$443.60 per month for the period January 1, 2017 to December 31, 2018.

# **ARTICLE IV**

# **Utilities**

Landlord shall provide electricity, plumbing, and heat and air conditioning, during the appropriate seasons. Tenant shall pay its proportional share of utilities. Tenant's proportional share shall be determined by dividing actual utility expenses for the Brookens Administrative Center; by the building's total square footage; and multiplying by 995. Landlord shall not be liable for failure to furnish or for suspension or delays in furnishing any utilities caused by breakdown, maintenance or repair work, strike, riot, civil disturbance, or any cause or reason whatsoever beyond the control of Landlord.

# **ARTICLE V**

# **Use of Lease Premises**

- 1. Tenant shall use and occupy the said premises as a business office for the Geographic Information System Consortium, and shall not use and occupy the said premises for any other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use or permit the Premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose.
- 2. Tenant shall commit no act of waste and shall take good care of the said premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and municipal or local governments or any or their departments. Tenant further agrees to hold Landlord harmless from any fines, penalties and costs incurred by Tenant's violation or non-compliance with the said laws, orders and regulations.
- 3. Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the said premises beyond that made known to Landlord at the time of the execution of this lease.
- 4. Tenant shall not use any equipment or engage in any activity on the said premises which shall cause an increase in the liability insurance rate of the Brookens Administrative Center, or which shall create or cause undue expense to Landlord for maintenance or utilities.
- 5. At the expiration or termination of this lease, if there is no written extension agreement of the said lease, Tenant shall surrender and deliver the said premises to Landlord in as good a condition as when Tenant first received possession of the premises, ordinary wear and tear and damage by the elements, fire and other unavoidable casualty excepted. Tenant shall serve upon Landlord within ninety (90) days of the commencement of this lease written notice specifying what parts, if any, of the said premises are not in good order.

# ARTICLE VI

# **Subletting and Assignment**

Tenant shall not assign, mortgage, pledge, or encumber this lease, or sublet the said premises or any part thereof, without first obtaining the written consent of Landlord.

# ARTICLE VII

# Alterations

- 1. Tenant shall not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the said premises or any part thereof without the prior written approval of Landlord of the design, plans and specifications therefore. Tenant shall keep the said premises and the building and grounds of which it is a part free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including mechanic's liens.
- 2. It is specifically understood that all alterations, installations, changes, replacements, additions or improvements upon the said Premises shall, at the election of the Landlord, remain upon the said Premises and be surrendered by the Tenant with the said Premises at the expiration of this lease without disturbance or injury. Shall Landlord require Tenant to remove any or all alterations, installations, changes, replacements, additions or improvements upon the said Premises upon termination of this lease or any extension thereof, Tenant agrees to remove those items so designated by Landlord at the sole cost and expense of Tenant. Shall Tenant fail to remove those items so designated by Landlord, then Landlord may cause the said items to be removed, and Tenant agrees to reimburse Landlord for the cost of such removal, together with any and all damage which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.
- 3. Maintenance and repair of any items installed by Tenant as outlined in this Article shall be the sole responsibility of Tenant, and Landlord shall have no obligation to maintain or repair the said items.
- 4. Tenant shall promptly repair any and all damages caused to the said Premises or to the building and grounds of which the said Premises are a part which are occasioned by the installation or removal of any alteration made pursuant to this Article.

# **ARTICLE VIII**

# **Parking**

- 1. At no additional cost to Tenant, Tenant's employees may park in the unreserved spaces in the Brookens parking lot. Parking spaces shall be available on a first come, first served basis.
- 2. Tenant's temporary business guests and visitors shall be permitted to use the visitors' reserved parking spaces available off Washington Avenue and in the northeast parking lot off of Lierman Avenue of the property on which the Premises are located. Parking spaces shall be available on a first come, first served basis.

# ARTICLE IX

# Signs, Notices, and Advertisements

Tenant shall not inscribe, print, affix, or otherwise place any sign, advertisement, or notice on the grounds of the said Premises, or the exterior or interior of the building of which the said Premises is a part, except on the doors of the said Premises, and only in a size, color and style approved by Landlord.

# **ARTICLE X**

# **Insurance**

As the Lead Agency in the Consortium, the Landlord shall procure and maintain, sufficient property insurance to cover the replacement value of the Tenant's equipment and all equipment loaned to the Consortium, against all direct loss or damage. Nothing in this lease prevents the Landlord from pursuing its right to reimbursement for the cost of insurance pursuant to the GISC Intergovernmental Agreement.

# **ARTICLE XI**

# **Services**

At no additional cost, Landlord agrees to furnish custodial services to Tenant that are customary in the building of which the said Premises is a part. Landlord shall furnish adequate lavatory supplies, and normal and usual maintenance, Mondays through Fridays, except legal holidays.

# **ARTICLE XII**

# Personal Property

Tenant shall be solely responsible for insuring its personal property and the personal property of its employees. Landlord shall not be liable for any accident, damage to, or theft of property of Tenant or its employees. Landlord shall not be liable for damages to property of Tenant or its employees resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus, water, steam or other causes. Tenant expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's or its employees' property.

# **ARTICLE XIII**

# **Damage to Lease Premises**

If through no fault of Tenant the said Premises are damaged by fire or other casualty to such extent that the said Premises are totally destroyed, or if the damage occurs during the last six months of the term of this lease, this lease shall cease, and Tenant shall be entitled to a refund of any rent paid for the period subsequent to the time of the damage. In all other cases when the said Premises are damaged by fire or other casualty through no fault of Tenant, Landlord shall repair the damage as soon as practicable, and if the damage has rendered the said Premises untenable in whole or in part, Tenant shall be entitled to a rent abatement until Landlord has repaired the damage. Should the said Premises not be restored to tenantable condition within three months from the date of the said damage, then Tenant may, at its option, terminate this lease in its entirety. In determining what constitutes repair of damage by Landlord as soon as practicable, consideration shall be given to delays caused by strike, disposition of insurance claims related to the said damage, and other causes beyond Landlord's control. If the damage results from the fault of Tenant, or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent.

No compensation, claim, or diminution of rent shall be allowed or paid by Landlord to Tenant by reason of inconvenience, annoyance, or injury to Tenant's business arising from the necessity of repairing the said Premises or any portion of the building of which the said Premises are a part.

Landlord shall not be liable for damages for, nor shall this lease be affected by, conditions arising or resulting from construction on a contiguous premises which may affect the building of which the said Premises are a part.

# **ARTICLE XIV**

# Access

Landlord, its agents and its employees shall have the right to enter the said Premises at all reasonable hours and necessary times to inspect the said Premises and to make necessary repairs and improvements to the said Premises and the building in which the said Premises are located. The said inspection and any repairs or improvements which are necessary to the said Premises shall be performed at a time mutually agreeable to both parties, unless the said inspection or repairs are necessary for an emergency purpose.

# ARTICLE XV

# **Cumulative Remedies and Waiver**

The specified remedies to which Landlord may be entitled under the terms of this lease are cumulative, and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant as to any provision of this lease. The failure of Landlord to insist on strict performance of any covenant or condition of this lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. No waiver by Landlord of any provision of this lease shall be deemed to have been made unless made in writing and signed by Landlord.

# ARTICLE XVI

# **Partial Invalidity**

Should any provision of this lease be or become invalid or unenforceable, the remaining provisions shall be and continue to be fully effective.

## **ARTICLE XVII**

## Successors

All of the terms and provisions of this lease shall be binding upon and inure to the benefit of and be enforceable by and upon the representatives, successors and assigns of Landlord and Tenant.

# **ARTICLE XVIII**

# **Notices and Payments**

All rent or other payments due by Tenant pursuant to this lease shall be paid to landlord at the office of the Champaign County Administrator, 1776 E. Washington

Street, Urbana, Illinois 61802, or such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord, addressed to Champaign County Administrator, 1776 E. Washington Street, Urbana, Illinois 61802. All notices from Landlord to Tenant shall be in writing and shall be furnished by Landlord by mailing the same by certified mail addressed to 1776 E. Washington Street, Urbana, Illinois 61802.

# **ARTICLE XIX**

# **Governing Law**

This lease shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois

# **ARTICLE XX**

# <u>Titles</u>

All titles, captions and headings contained in this lease are for convenience only and shall not be taken into consideration in any construction or interpretation of this lease, or any of its provisions.

# **ARTICLE XXI**

## **Entire Agreement**

The terms of this lease constitute the whole and entire agreement between the parties, and supersede any and all prior understandings, discussions, agreements or otherwise between the parties hereto with respect to the subject matter hereof.

# **ARTICLE XXII**

## **Amendment**

No amendment to this lease shall be effective unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered to be an original.

COUNTY OF CHAMPAIGN Landlord

Tenant

BY:			
	Pius Weibel		
	County Board Chair		
* CCC	077		
ATTE	ST:		
	Gordy Hulten		
	County Clerk and Ex-Officio		
	Clerk of the County Board		

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2017 Capital Asset Dollars Avalable		
2017 Budgeted Capital Asset Funds	\$ 532,261.00	
2016 Remaining Capital Aseti Funds	\$ 104,487,00	
2016 DCEO Project Reimbursement Funds	\$ 18,550,00	
TOTAL FY 2017 Capital Asset Funds Avaiable	\$ 655,298,00	

1				H PIS	Bld # Engineering	Remi	Remaining FY17	<b>Anoject Expenses</b>	ses	Percentage of
Priority	Project Description	Cost	Cost Estimate		Cost		Dollars	Billed To-Date		Project Complete
1	Purchase and install a back-up elecrtrical supply system to srve the entire Coroner's Office, Election Supply and Physical Plant. This emergency sytem would provide power back-up to all the building's electrical loads, including HAVA sytems, Coroner's Office freezer and cooler, all receptacle circuits, IT space cooling, and all lighting.	•	199,878.00	·n	101,967.00	w	553,331.00	\$ 26,090.96	0.96	25.00%
2	Purchse and installation of two new Multi-Zone Roof Top Units at Brookens. These two units will replace the original 48-year old Nesbitt Rooftop Units.	s,	273,963.00	₩.	278,133.00	€5-	275,198.00	\$ 32,774.18	4.18	12.00%
m	Purchase and Install a new refrigeration compressor in the CCNH Chiller.	v.	88,415.00	\$	43,667.00	40-	231,531.00	\$ 38,892.48	2.48	%00.06
4	EMERGENCY Sanitary Repair - Animal Control	Ϋ́	8,043.20	₩.	8,043.20	••	223,487.80	\$ 8,043.20	3.20	100.00%
ıs	EMERGENCY Elecrtic Panel Repair - METCAD	<b>↔</b>	35,056.18	\$	35,056.18	₩.	188,431.62	\$ 35,056.18	5.18	100.00%
9	EMERGENCY CCNH Fire Alarm Panel Replacement	↔	15,510.00	40-	15,510.00	••	172,921.62	\$ 15,510.00	00.00	100.00%
7	Reseal and restripe the Courthouse Parking Lot *	v,	24,078.00	\$	16,000.00	₩.	172,921.62			

	Reseal and restripe the Satellite Jail Parking lots and drive	₩.	\$ 00.000.00	120,645.42 \$	52,276.20		0.00%
ALC: N	Reseal and restripe the METCAD parking lots and drive	<b>↔</b>	31,000.00 \$	\$ 00.002,6	42,776.20		
	Conduct an engineering study of the Satellite Jail domestic hot water heaters and delivery system.	\$	4,500.00 \$	4,318.34 \$	38,457.86 \$	4,318.34	95.00%
Section 1	Conduct an engineering study to purchse and install a "Soft Water Softener System" for the CCNH laundry and kitchen/dishwashing area.	₩.	4,500.00 \$	<b>v</b>	38,457.86 \$	.1	%00.0
	Conduct a Utility Isolation Study of the condemed section of ILEAS	\$	\$ 00.005,7	6,107.74 \$	32,350.12 \$	6,104.74	80.00%
	Conduct a feasibility study to enlarge the Satellite Jail per Sheriff's needs, in order to close the	₩.	12,000.00 \$	10,035.86 \$	22,314.26 \$	10,035.86	100.00%
1	Downtown Jail,	\$	4		\$	•	0.00%
	TOTALS	₩.	790,443.38 \$	632,983.74	<b>w</b>	176,825.94	22.00%