



**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE AGENDA
County of Champaign, Urbana, Illinois**

Tuesday, May 2, 2023, at 6:30p.m.
Shields-Carter Meeting Room
Brookens Administrative Center
1776 E. Washington St., Urbana, IL 61802

Committee Members:

Jenny Lokshin – Chair	Elly Hanauer-Freidman
Stan Harper – Vice Chair	Mike Ingram
Stephanie Fortado	Bethany Vanichtheeranont
Jennifer Locke	Jeff Wilson

Agenda

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All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE
County of Champaign, Urbana, Illinois**

MINUTES – Pending Approval

DATE: Tuesday March 7, 2023
TIME: 6:30 p.m.
PLACE: Lyle Shields Meeting Room
Brookens Administrative Center, 1776 E. Washington St., Urbana IL 61802

Committee Members

Present: Jenny Lokshin, Stan Harper, Stephanie Fortado, Bethany Vanichtheeranont,
Jennifer Locke, Jeff Wilson, Mike Ingram

Absent: Elly Hanauer-Friedman

County Staff: Dana Brenner (Facilities Director), Steve Summers (County Executive), Mary Ward
(Recording Clerk)

Others Present: Kyle Patterson (County Board Chair), Karla Smalley (Bailey Edward Architecture), Austin
Barton (Broeren Russo Builders, Inc.), Chris Bieser (Reifsteck Reid Architecture)

Agenda

I. Call to Order and Roll Call

Committee Chair Lokshin call the meeting to order at 6:30 p.m.

II. Approval of Agenda/Addenda

MOTION by Ms. Locke to approve the agenda; seconded by Ms. Fortado. Upon voice vote, the **MOTION CARRIED** unanimously.

III. Approval of Minutes – February 7, 2023

MOTION BY Mr. Ingram to approve the February 7, 2023 minutes; seconded by Mr. Harper. Upon voice vote, the **MOTION CARRIED** unanimously.

IV. Public Participation

Rohn Koester, Urbana, spoke on the situation at the jail and in support of those engaged in a hunger strike to protest the conditions of their confinement. The bond amounts are too high, the jail conditions are dismal and placing individuals far away from family and legal council is a burden.

V. Communications

There were no communications for the committee.

VI. New Business

- A. Update on ITB #2022-008 County Plaza Renovation Project – Bailey Edward Design – Karla Smalley and Broeren Russo – Austin Barton

We are in a demo portion of the work now. They shared some pictures of the demo work. The demo on the vault is going well. Ms. Fortado had questions related to the PLA. She would like to see the list of subs that includes the subs that are actually the MBE/WBE contractors. She wants the list of the people on our C-DAP list that are actually working on the project, and she wants it by next Tuesday when the Committee of the Whole meets. She wants it for both the Jail and for this project. She also asked when the committee can expect to get reports on minority and women labor participation on the job and what mechanism will they receive it. Dana said the contractors are to include that information on their monthly pay applications. Once it's approved and signed off, it can be shared at the next monthly committee meeting. Ms. Fortado said she would eventually like to see all elected officials and department heads report so we can see how much we are using that list.

Discussion was then held on the Change Order Request Log explaining the changes and the amount of cost savings or added costs. Ms. Smalley explained that a culvert was found that goes from the building to the drive-thru and contained the utilities to run the drive-thru. This is being assessed and will probably need to be filled in. Mr. Wilson asked if there are utilities in the culvert, will they be dealt with in some form? There will likely be additional charges for this. We will make sure they are not active, disconnect them and then will likely fill that area.

- B. Update on ITB#2022-007 County Plaza Parking Deck Renovation – Bailey Edward Design – Karla Smalley

The stairs have been poured on the west side. Waiting on warmer weather (actually started today) to do the coating and the bollard installation as well.

- C. Update on ITB#2022-009 Satellite Jail Consolidation – Reifsteck Reid Architecture – Chris Bieser (Minutes from 2.23.2023 construction meeting attached)

The contractors are finishing up their cost projections that were requested for the monthly costs. The first pay application will not have the full breakdown, this is just the upfront stuff i.e. bonds, insurance, administrative items. We are still waiting on the final permits from both EPA and Urbana. As soon as the permits are final, the contractors are ready to start. Ms. Fortado asked what the permits for Urbana were costing us. It is \$37,000 for this project. County Plaza is \$122,000. Mr. Wilson asked if, on the sally port access, if there was a decision made regarding timing of the pavement demolition regarding utilities and if there is a due date for that to be accomplished. The timing of that depends on a permit. He also inquired about the topsoil distribution at the stockpiles, was there a resolution of higher or wider? There was no preference from the jail, it will be a contractor's option. Mr. Wilson also asked if the manhole submittal that needed approval had been completed. That has been done.

D. Discussion and Approval of Mental Health Board/Developmental Disabilities Board Proposed Four-Year Lease Agreement for Brookens Office Space– (Proposed Lease Agreement Attached)

Mr. Brenner highlighted some of the lease details. It's a new 4-year lease that starts on April 1 of this year and goes through March 31, 2027. There is a rental increase to \$14.61/sq. ft. this year. There is an added a clause to allow either the County or lessee to end the agreement with 180 days' notice. There is a little angst on their part.

MOTION by Mr. Ingram and second by Ms. Locke to approve the proposed lease as presented. Discussion followed. Mr. Ingram asked about the increase and if based on CPI, which it was. Ms. Fortado was glad the clause was added regarding the 180 days' notice to end the lease. She also pointed out that Brookens shows up several times on the Eleven Year Capital Asset Plan with proposed projects totaling \$3 million.

Upon voice vote, the **MOTION CARRIED** unanimously.

E. Discussion and Approval of Attorney General's Proposed New Four-Year Lease Agreement for Office Space at Brookens – (Proposed Lease Agreement Attached)

Mr. Brenner gave an overview of this proposed lease. Their lease runs on the calendar year and is \$18/sq. ft. That is probably some of the most expensive space in Urbana. We do cover their utilities. It will remain the same this year and then increase by CPI in years two, three and four. They also have the 180-day clause added to their lease. They also have some angst about the 180-day clause.

MOTION by Ms. Fortado to approve the proposed lease. Second by Mr. Ingram.

Discussion on the proposed lease followed. Ms. Fortado asked about the number of lessees in Brookens and that it would be nice to know the total of all the leases for Brookens. Mr. Wilson stated that in this lease there is not a default clause as there is in the Mental Health Board lease. Mr. Brenner will check with the State's Attorney's office. Also, this is subject to state money for them to pay their rent. What happens if they don't pay their rent? He is looking for some type of clause that would cover that if it should happen. The lease does mention the Prompt Payment Act and it could be that this is part of that Act. Mr. Wilson would like us to cover ourselves just incase they would default and will vote no until that is covered. Upon voice vote, the **MOTION CARRIED** by a vote of 5 yays to 2 nays.

F. Discussion and Approval of Eleven Year Capital Asset Plan Projects Listing (Attached)

Mr. Brenner went over the plan. Interiors, paint, and carpet are now included in the plan. All facilities are included in the plan which goes through 2033. We did not pre-load much into 2023. One of the surprises from the County Plaza project is that the elevators have failed. We had planned on \$30,000 per elevator for new parts and pieces. We have a proposal coming from our contracted elevator service provider,

Otis, for \$300,000 per elevator plus engineering costs. That will be approximately \$1 million additional costs. That will have to be bid out. Ms. Vanichtheeranont asked about replacing the cars vs. nursing them along. We would save the cars but would replace all the mechanical and that is about \$300,000 per elevator.

Mr. Wilson had a question about the priorities list and that business emergency/continuation (generators) was number four on the list. Is that due to low likelihood of equipment failure? Generators are tested once a week, those that power a full building are fully tested once a month. They are serviced annually and are well maintained. Mr. Harper stated that we used to not budget for maintaining facilities. Thanks to Mr. Brenner we have this plan, and it has flexibility built in, in case of emergencies.

MOTION by Ms. Fortado and seconded by Mr. Ingram to approve the Eleven Year Capital Asset Plan. Upon voice vote, the **MOTION CARRIED** unanimously.

G. Discussion of Humane Society Facility

Mr. Brenner has met with the Humane Society, and they are interested in us buying the property. They agreed to go with our appraisal. We could either do an outright purchase or a lease/purchase over a 10-year period. They are willing to discount the purchase amount by an amount based on getting out of their lease early. They currently have \$28,000 left on their lease for the next four years. In talking with Tami Ogden, she is more interested in an outright purchase. We will also need to check with the State's Attorney's office on this. It was a very good meeting with the Humane Society, and they were pleased to see we were interested in the facility. Mr. Summers added that his preference would be lease-to-own. This would be a big improvement over the current Animal Control facility. He would like to move forward with it sooner rather than later. Ms. Fortado pointed out that if we purchase the facility, there is no downstream for renovations in the Facilities Plan for the existing Animal Control facility.

VII. Other Business

A. Semi-Annual Review of CLOSED Session Minutes

MOTION by Mr. Ingram and seconded by Ms. Vanichtheeranont to open the minutes of the August 3, 2010 meeting and for the remainder of the minutes to remain closed.

Upon voice vote, the **MOTION CARRIED** unanimously.

VIII. Presiding Officer's Report

A. Future Meeting – **April 4, 2023 @ 6:30pm**

IX. Designation of Items to be Placed on the Consent Agenda

Items VI. D and F are to be placed on the Consent Agenda

X. Adjournment

Ms. Lokshin adjourned the meeting at 7:43 p.m.



04.28.2023

The following is a brief description/explanation of the change orders for the Plaza project:

CO 1: Framing Modification Credit -\$85,000
Credit to change wall framing from 18ga to 20ga

CO 2: Miscellaneous Modifications, Credit -\$90,603

Multiple items were included with this CO: Revised floor slab infill, removal of AWI required certification for millwork manufacturer and installer, and revised lobby stair rail design were credits to the project. Asbestos material was discovered behind the safe/vault area which needed to be tested and removed was an additional cost. There was a culvert discovered which may need to be infilled and there was a cost for the contractor to document the utilities in the culvert prior to removals.

CO 3: Removal of the Perimeter Soffit, Add \$53,618

As the exterior curtain wall was being removed, it was discovered the soffit was being supported by the exterior curtain wall. The exterior curtain wall removal was removing the support for the soffit.

CO 4: Roof Membrane Modifications, Add \$11,967

Revisions to some flashing details at the roof parapet and boxing in the existing window washing anchors at the roof. These modifications were worked out with the membrane manufacture and will provide a 20year non-prorated warranty for the County.

UPCOMING Request for Proposals (RFP):

Additional Steel at Roof - It was discovered after the entire ceilings was removed at the fifth level that select structural bays had different joist spacing. Specifically, the East and West bays have 16" joists at 6' OC, which does not have the capacity to carry the load of the RTU's. The areas of the roof structure which was reviewed during design have 18" joists at 4" OC which is adequate to carry the load at the roof. The structural engineer had provided a design to incorporate beams into the areas of 16" joists and recommended the roof deck be replaced with a 3" deep metal deck.

Insulation at the exterior perimeter column locations - During removal of the safe at the first level, it was discovered the cavities at the exterior/perimeter columns was not consistently insulated. Spray insulation has been identified as the best option to insulate the exterior wall and will give the building a more consistent insulation layer.





CHANGE ORDER REQUEST LOG

Project Name: Champaign County Plaza
 Project #: 202269

BRBI COR #	INITIATED BY	DESCRIPTION	COR AMOUNT	COR STATUS	COR APPROVAL DATE	Bailey Edwards CO NUMBER
001	BR - Plan Review	RFI 005 - Alternate Detail for Floor Infill on SB102	\$ (40,968.00)	Approved	03.31.2023	002
002	BR - Plan Review	18 to 20 Gauge Stud Substitution	\$ (85,000.00)	Approved	02.13.2023	001
003	BR - Plan Review	Removal of AWI Certification	\$ (55,543.00)	Approved	03.31.2023	002
004	RFI Response	RFI 008 - Unforeseen Culvert Located in Lower Level	\$ 2,557.10	Approved	03.31.2023	002
005	Course of Construction	Removal of unforeseen Stair in Lower Level	\$ 14,172.98	Pending		
006	Course of Construction	Unforeseen Asbestos behind Vault	\$ 4,725.00	Approved	03.31.2023	002
007	RFI Resposne	RFI 003 - Lobby Stair Railing Pickett Failure	\$ (1,400.00)	Approved	03.31.2023	002
008	RFI Response	RFI 016 Existing Exhaust Fan Lower Level	\$ 9,577.97	\$ 9,578		
009	BR - Plan Review	ACE Signage Value Engineering Credit	\$ (3,000.00)	Pending		
010	Course of Construction	Interior Perimeter Soffit Removal Level 04	\$ 10,759.60	Need final Signature		003
011	Submittal Response	Item 7 and Item 8 pricing breakdown	\$ 11,967.00	Signed by Dana	04.27.2023	004?
012	Course of Construction	Interior Perimeter Soffit Removal Levels 00-03 and 05	\$ 43,038.40	Need final Signature		003
013	Submittal Response	Requested Transom Window Shades	VOIDED	VOIDED		
014	City Review Comments	RFP 002 Fire Protection Updates/City Review Comments		Pending		
015	Course of Construction	RFI 020 Missing Structural steel under vault	\$ 24,250.00	Pending		
016	Course of Construction	RFP 003 Exterior Wall Panel Insulation	\$ 177,333.00	Pending		
017	Course of Construction	RFP 004 Roof Decking Structural Steel		Pending		
UNSUBMITTED			Order of Mag.	\$ 212,755.98		

\$	Bid Day Dollar Value	18,825,000.00	\$	Approved Change Order Amount	(109,863.90)
\$	Current Project Amount	18,715,136.10			

From: [Austin Barton](#)
To: [Dana M. Brenner](#)
Subject: Champaign County COR Log
Date: Friday, April 28, 2023 10:52:43 AM
Attachments: [Plaza COR Log - 20230428.pdf](#)

CAUTION: External email, be careful when opening.

Dana,

Please see attached log.

Description/Scope of work for the not yet submitted changes (pending ones) are as following.

RFP 002 – Fire Protection Updates/City Review Comments. – These changes are a results of the city’s permit comments. Changes are as follows.

- Removal of existing fire hose cabinets and on each level.
- Disconnect piping from existing 2in sprinkler riser. Cap riser and abandon in wall.
- Provide new recessed fire rated 18x18 fire hose connection cabinets as noted on FP100-FP105.
- Extend 2-1/2 from existing standpipe to new hose cabinet within stairwell.
- All patch work and rebuild of fire rated wall sections as needed for associated demo on each level both on corridor side and interior stairwell. Follow all required patching and rebuilding of shaft walls as required.
- Tape/Finish/Painting of rebuilt wall sections.
- Provide surface wall mounted Nema 3R fire alarm speaker strobe above fire department hose connection on exterior. All connections required to tie into fire alarm system panel.

RFP 003 – Exterior Column Insulation. – As discovered during demo. None of the exterior columns are insulated or properly built. Just submitted.

- Provide coordinated removal of column wall section as needed to gain access to interior sides of columns.
- Provide new open cell spray foam insulation R-20, approx. 5.2 inches thick on back side of panels as shown on typical column cover detail.
- Provide metal framing and 2 layers of 5/8 type x gyp board patching following spray foam insulation. ASK 04/14/23-01
- Provide infill of existing openings between floors as detailed on ASK 04/14/23-02.
- Tape/Finish/Painting of rebuilt wall sections.

RFP 004 – Existing Roof Deck Structure Replacement. During Demo we discussed the currently installed deck is deflected and undersized. This will create warranty issues with the new roofing as well as not being addequete for the supporting structure.

Option A – 7500 Square Feet of Decking.

- Provide material and labor and all associated crane and rigging to replace the existing roof decking at the entire west bay (CL P / CL Q) and east bay (CL S / CL T). Once removed in coordination with ACR replace the decking at the entire west bay (CL P / CL Q) and east bay (CL S / CL T) with 3inch 22ga gauge decking.
- Provide/Install at the proposed location of RTU 1 near the SW corner and RTU 2 near the NW corner W16x36 beams between each existing roof joist, except where interfering with the

supply and return openings for the RTU. Floor reinforcement beam/beam connection details for high-density storage areas in the building may be replicated for the roof. Locations are highlighted in pink on the attachment. Qty (12).

- Provide/Install at the proposed location of RTU 2, reinforcement to the existing W16x26 beam along Column Q, between Columns 25 & 26. Location is highlighted in orange on the attachment. See Existing Beam Reinforcement Detail on Sheet SB102.
- If option A is selected, please provide Labor and Material to install an additional 1.5inch layer of polyiso insulation. This additional layer should be included at the bays between CL Q and CL S to accommodate the offset of the deeper metal deck.

Option B – 15000 Square Feet of Decking.

- Provide material and labor and all associated crane and rigging to replace the existing roof decking at the entire west bay (CL P / CL Q) and east bay (CL S / CL T). Once removed in coordination with ACR replace the decking at the entire west bay (CL P / CL Q) and east bay (CL S / CL T) with 3inch 22ga gauge decking.
- Provide/Install at the proposed location of RTU 1 near the SW corner and RTU 2 near the NW corner W16x36 beams between each existing roof joist, except where interfering with the supply and return openings for the RTU. Floor reinforcement beam/beam connection details for high-density storage areas in the building may be replicated for the roof. Locations are highlighted in pink on the attachment. Qty (12).
- Provide/Install at the proposed location of RTU 2, reinforcement to the existing W16x26 beam along Column Q, between Columns 25 & 26. Location is highlighted in orange on the attachment. See Existing Beam Reinforcement Detail on Sheet SB102.
- Provide a separate line item for installing 3inch 22ga metal decking at the bays between CL Q and CL S (entire roof deck replacement). If this option is selected, the extra 1.5inch layer of polyiso insulation will not be needed.

Thanks,

Austin Barton

Broeren Russo Builders, Inc

Construction Managers

602 N. Country Fair Drive - Champaign, IL 61821

Cell: 217-370-0895 - www.broeren-russo.com - [Email Disclosure](#)



April 21, 2023

Dana Brenner
Champaign County Facilities Director
1776 East Washington St.
Urbana, IL 61802

Re: Champaign County Jail Consolidation
Descriptions of Site Issues and Potential Change Orders
RRCo Project #202190

Dear Mr. Brenner:

This letter is meant to provide a summary of the reasons behind the proposed change orders submitted by P.J. Hoerr for the various site issues that have come about. Both the expanded detention basin issue and the fiber bore issue are time critical to avoid delays and potential remobilization efforts for the sitework contractor.

Expanded detention basin:

During design development, our design team was provided with a copy of the existing stormwater management report from 1995. This report stated that the basin was oversized by "0.92 acre-feet to help accommodate runoff and reduce flooding from storms larger than the 50-year storm and to provide some additional capacity at this time for future development that may occur at the Brookens site or for future development at the Adult Detention Center site that is unforeseen at this time". The calculations were completed for this addition and it was determined that our project would be adding less than the 0.92 acre-feet of additional storage that the report stated was available. We stated this observation to the City of Urbana and they stated that they would not review the report and calculations until it was time for the building permit application and review of site plans and supporting documents. We submitted the Issued for Bidding Documents to the City in October of 2022. The initial City plan review dated November 4, 2022 provided comments that they required revised calculations of the existing basin to determine if the existing basin could handle the additional runoff from the new construction. When we resubmitted an updated stormwater management report, the City pressed for more interpretation and explanation that the results of the report met the criteria in the City's Subdivision and Land Development Code. When our civil engineer attempted this analysis that was when they determined that the values in the original stormwater management plan did not reflect the existing conditions and that the currently sized basin did not meet the criteria in the Code and the basin needed to be enlarged. It was based on these revisions that the City signed off on our building permit.

PJ Hoerr's not-to-exceed price for digging out and grading/seeding the expanded detention basin area is \$183,937.69. This additional work is intended to be tracked on a time and materials basis.

Fiber bore:

There exists a long, winding fiber optic ring that connects all Champaign County Buildings at their "East Urbana" campus, and two sections of this ring are in conflict with the new detention basin footprint as part of the Jail Consolidation project. Typically, utilities such as fiber optic cable are installed at depths that would be deep enough to be avoided, but in these locations it was found that the fiber optic cable conduit was less than 12 inches deep below the existing topsoil. There are ongoing efforts, not directly associated

with the Jail Consolidation project, to locate and replace the remainder of the County's fiber ring, but these efforts are not complete. As a result, two portions of the fiber ring will need to be relocated expeditiously. Until these two sections of fiber are relocated (deeper to make way for the detention basin), earthwork associated with the Jail Consolidation project will need to be halted – possibly throwing off the entire schedule of the project. It should be noted, however, that a bulk of the work associated with relocating these two particular sections of the County's fiber ring was planned to happen anyway as part of this separate location/replacement effort underway now. Providing this proposed work now would remove the need to do this portion of the fiber replacement in the future fiber replacement project.

PJ Hoerr's price for boring the new conduit to a depth that will fall under the new detention basin and pulling new fiber is \$34,626.90.

Parking lot proof roll:

All subgrade that will be underneath new construction undergoes a proof roll prior to any new construction being built over top of it to ensure that there is sufficient bearing capacity. In the case of the proof roll over the new parking lot, two small sections of the lot area did not pass. One area is 6'x7' and the other is 16'x14'. The recommendation is to remove the failed soil to a depth of 12" below grade and replace it with crushed stone. We asked whether any existing soil from on site could be used in lieu of the stone, and the contractor's response was that it would be more economical to fill it with the stone. It's not possible to know the conditions of all subgrades under new pavement areas until the topsoil is stripped and a proof roll completed. Soil borings can be completed in areas of new pavement, but they only give a general idea of what soils exist in that area, not exact conditions of all subgrades in that area.

We have not yet received PJ Hoerr's price for adding rock subbase in these two small areas, but will share it as soon as we receive it.

Please feel free to contact us with any questions.

Respectfully submitted,

Chris Bieser, Project Manager
Reifsteck Reid & Company Architects

Attachments: PJ Hoerr Price Breakdowns for Drainage Basin revisions and Fiber Bore
MET Field Observation Report – Proof roll at parking lot extension



EXCAVATING, INC.

April 11, 2023

P.J. Hoerr, Inc.
Attn: Matt Brown, Sr. Project Manager

Re: **Champaign County Satellite Jail Expansion – SEI Job #23060**
502 S Lierman Ave.
Urbana, IL 61802
RFP Site Modifications

Mr. Brown,

Stark Excavating proposes the following scope of work for the lump sum price of \$153,852.75.00:

- Update machine control GPS file
- Strip topsoil for proposed basin modifications
- Add temporary haul route to Art Bartell Rd.
- Cut proposed basin and haul excess soils offsite, we find an additional 4765 CY of soil cut
- Replace topsoil in basin, 6" and rough grade for landscaping by others
- ~~Add PCC bicycle parking pad, 4" CA-6 base and 4" PCC Not Included~~
- ~~Furnish and install 4 each surface mount bike loops, powder coated black Not Included~~

Clarifications:

- Pricing is based on Civil Set RFP, dated 4-06-23
- All work with dewatering, cleaning, repairing or inspecting of the existing underdrain is excluded and can be performed on a time and material basis not to exceed \$10,000 in addition to this proposal. This work will need to take place prior to completion of the basin modifications as it is currently holding water.
- Resetting or relocating survey benchmarks if in conflict with proposed work is by others
- Seeding, erosion blankets or other landscaping is by others

	LABOR	EQUIP & TRUCKING	MATERIAL	TOTAL	TOTAL W/ 15% OH&P
UPDATE MACHINE CONTROL	\$ 860.00	\$ 850.00		\$ 1,710.00	\$ 1,966.50
TOPSOIL STRIP	\$ 3,278.00	\$ 1,776.00		\$ 5,054.00	\$ 5,812.10
TEMP HAUL ROUTE	\$ 958.00	\$ 1,065.00	\$ 1,442.00	\$ 3,465.00	\$ 3,984.75
CUT BASIN AND HAUL OFF	\$23,734.00	\$ 77,516.00		\$ 101,250.00	\$ 116,437.50
REPLACE TOPSOIL & GRADE	\$12,346.00	\$ 9,960.00		\$ 22,306.00	\$ 25,651.90
					\$ 153,852.75

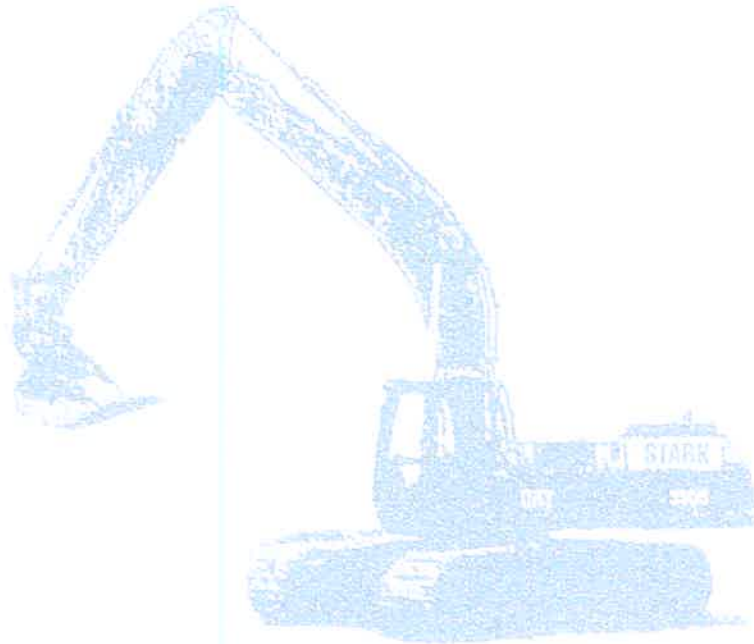
If you have any questions or comments regarding this proposal, please contact me at 309/275-2455.

Brad Jameson



EXCAVATING, INC.

Sr. Estimator/Project Manager



CHANGE NOTICE

Tom Davis Electric
 1212 E. University, Suite A
 Urbana, IL

CCN # RFP #1 - DIRECTIONAL BORING FC
Date: 4/19/2023
Project Name: Champaign County Jail - Jail Consol
Project Number: Champaign County Jail - Jail Consol
Page Number: 1

Client Address:

Work Description

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
24" X 36" HANDHOLE	1	1,100.00	4.00
Totals	1	1,100.00	4.00
General Materials			1,100.00
Material Markup (@ 10.000 %)			110.00
Total Material			1,210.00
ELECTRICIAN (4.00 Hrs @ \$95.00)			380.00
Labor Markup (@ 15.000 %)			57.00
Subtotal			1,647.00
DIRECTIONAL BORING & EXCAVATIONS & BACKFILL (\$18,862.00 + 0.000 % + 0.000 % + 5.000 %)			19,805.10
FIBER (\$10,977.00 + 0.000 % + 0.000 % + 5.000 %)			11,525.85
Subtotal			32,977.95
Final Amount			\$32,977.95

CLIENT ACCEPTANCE

CCN #	RFP #1 - DIRECTIONAL BORING FOR NEW FIBER
Final Amount:	\$32,977.95
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



REPLY TO: PO Box 28
 509 North Elm
 Williamsville, IL 62693
www.senergy-electric.com

Apr 18, 2023

T Davis Electric
 1212 E University
 Urbana, IL 61802

Re: SP-979 - Champaign County Satellite Jail Consolidation
 PC001 - site fiber relocation

To whom it may concern:

will be installing new fiber to designated handholes at site to allow adequate space for site excavation

Self-Performed	Amount
fiber and installation	10,976.93
Subcontractor	Amount
Total	
<u>\$ 10,976.93</u>	

Notes:

Should you have any questions regarding this proposal, please don't hesitate to contact us at 217-566-2826.

Sincerely,

Zach Harrell
 Senergy Electric, Inc.

1500	OM1 Indoor/Outdoor Plenum Corning 012K8P-31130-29
0	OS2 Indoor/Outdoor Plenum
2	Coyote Runt Enclosure
20	FiberFox SOC OM1 LC Type
0	FiberFox SOC SM LC Type
2	coyote runt splice tray 80807701
3	tracer wire 1000'

The fiber type has been changed to non-armored to reduce cost after speaking to Lucas McGill, and then all single mode work is removed from the scope. I3 will self performing the single mode fiber work as it is there fiber.



PROJECT NAME:	SP-979 CC Jail CO 1
SQ #:	XXXX
VERSION #:	1
CUSTOMER:	Davis Electric
BID DATE:	4/19/2023

SYSTEM	LABOR TOTAL	MATERIAL TOTAL	SUBCON. TOTAL	DJE TOTAL	BID TAB TOTAL
Fiber	\$ 3,508.82	\$ 6,218.10	\$ -	\$ 1,250.01	\$ 10,976.93
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
SYSTEM NAME	-	-	-	-	-
PROJECT TOTALS:	\$ 3,508.82	\$ 6,218.10	\$ -	\$ 1,250.01	\$ 10,976.93

CHANGE NOTICE

Tom Davis Electric
 1212 E. University, Suite A
 Urbana, IL

CCN # RFP #1 - DIRECTIONAL BORING FC
Date: 4/18/2023
Project Name: Champaign County Jail - Jail Consolic
Project Number: Champaign County Jail - Jail Consolic
Page Number: 1

Client Address:

Work Description

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
24" X 36" HANDHOLE	1	1,100.00	4.00
Totals	1	1,100.00	4.00
General Materials			1,100.00
Material Markup (@ 10.000 %)			110.00
Total Material			1,210.00
ELECTRICIAN (4.00 Hrs @ \$95.00)			380.00
Labor Markup (@ 15.000 %)			57.00
Subtotal			1,647.00
DIRECTIONAL BORING & EXCAVATIONS & BACKFILL (\$18,862.00 + 0.000 % + 0.000 % + 5.000 %)			19,805.10
FIBER (\$24,081.00 + 0.000 % + 0.000 % + 5.000 %)			25,285.05
Subtotal			46,737.15
Final Amount			\$46,737.15

CLIENT ACCEPTANCE

CCN #	RFP #1 - DIRECTIONAL BORING FOR NEW FIBER
Final Amount:	\$46,737.15
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____
I hereby accept this quotation and authorize the contractor to complete the above described work.	

ORIGINAL



Field Observation Report

Client:	P. J. Hoerr, Inc. 117 Merle Lane Normal, IL 61761	Project:	Champaign County Jail Champaign, IL
Date:	April 19, 2023	Project Number:	C35055 F-3

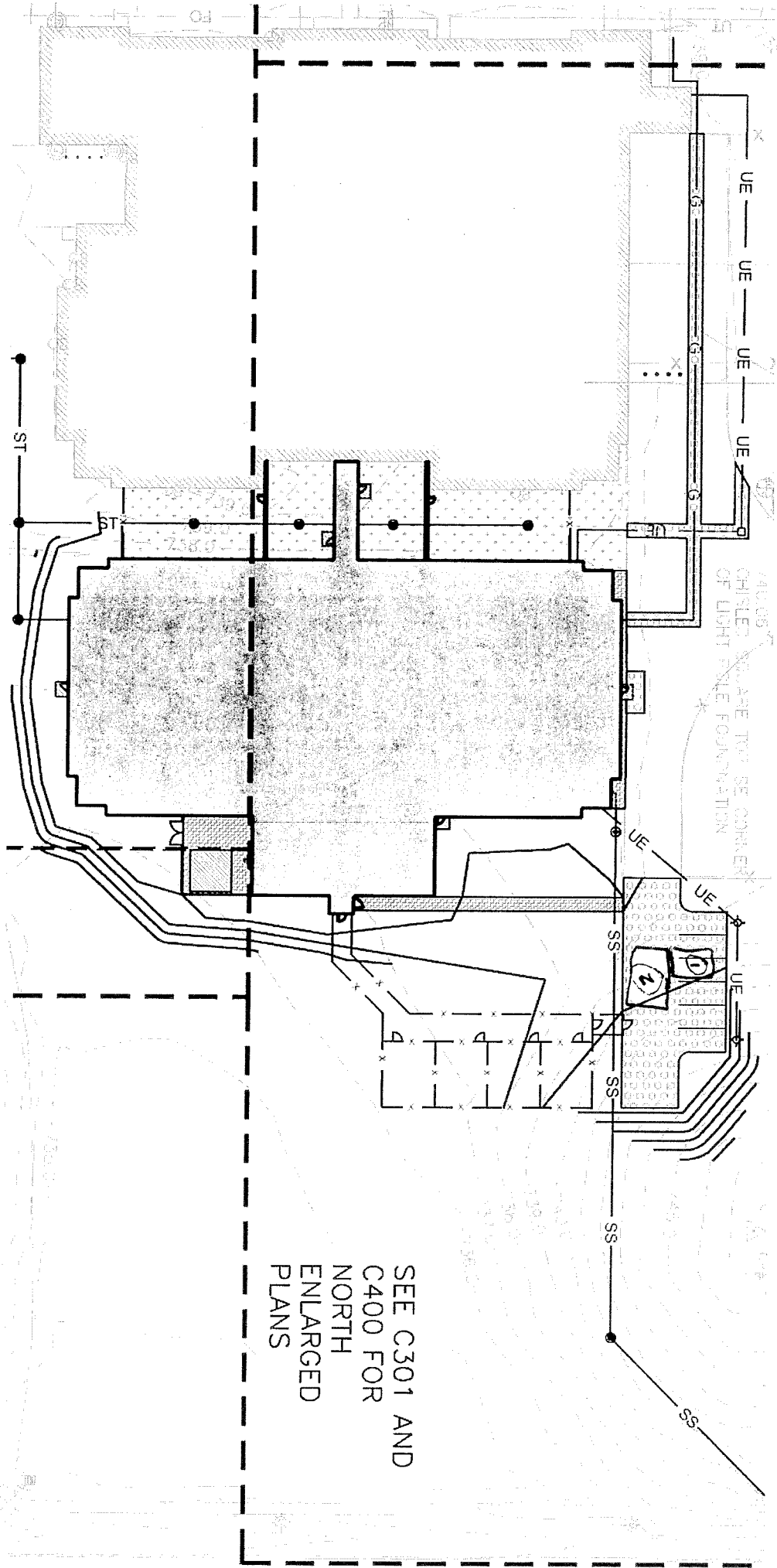
Field Representative: Charles Day

Comments:

As requested, an MET representative was on-site to observe a proof roll. The proof roll was performed using a loaded tandem dump truck. The vehicle used to perform the test had a weight of 47,000 pounds. The area tested was the small parking lot (six spaces). There were two (2) small areas that pumped. Area 1 was 6'x7'. Area 2 was 16'x14'. It was recommended to remove and replace in these areas to depth of 12" below grade and then replace with 3" oversized crushed stone. All other areas passed the proof roll.

Respectfully submitted,

Midwest Engineering and Testing, Inc.



SEE C301 AND
C400 FOR
NORTH
ENLARGED
PLANS

ARCHES AND CHISEL MARKS ARE TO CORRECT OF LIGHT IN THE FOUNDATION

1. 6' x 7'
2. 16' x 14'

ROOFTOP LEASE AGREEMENT

Call site #
28697

1: Definitions of Terms Used in this Document:

1.1 Landlord

First Busey Corporation, a Nevada corporation.
P. O. Box 489
Urbana, IL 61803-0489

1.2 Landlord's Contact Person

Jeff Gaines, Senior Vice President
201 W. Main
Urbana, IL 61801
217/365-4589

1.3 Name and address for Payment of Rent

First Busey Corporation
P.O. Box 489
Urbana, Ill 61803-0489

1.4 Taxpayer Identification Number

37-1258199

1.5 Commencement Date

June 1, 1998

1.6 Initial Term

Five (5) Years

1.7 Term

The Initial Term, and any extension term or year to year term described in Sections 2 and 3.

1.8 Initial Rent

\$750.00 monthly payable
\$9,000.00 annually

1.9 Lease

This Rooftop Lease Agreement including Exhibits A and B.

1.10 Leased Property

The Leased Property is located in and upon a building that has the common address of 102 E. Main St., Urbana, IL 61801 ("Building") and which consists of Roof Space, an Equipment Shelter within the Parking Structure and Connection Rights. The Roof Space is that portion of the roof and exterior of the Building described on Exhibit B attached hereto. Tenant's use of the Roof Space shall be non-exclusive.

The Equipment Shelter is an area of approximately 300 square feet located in lower level of Parking Structure of the Building.

The Connection Rights consist of the right for Tenant to install and maintain utility lines between the Equipment Shelter and the public utility connections to the Building and the right for Tenant to install and maintain transmission lines, cables, and utility lines between the Equipment Shelter and each antenna and between antennae.

1.11 Property Identification Number

91-21-08-462-001

1.12 Tenant

Illinois SMSA Limited Partnership, an Illinois limited partnership

1.13 Tenant's Contact Person

Charles Kincaid, Manager, Real Estate & Zoning
847/706-7462

Terry Sharp 500
Macyville
University P
Suite 250
St. Louis, MO
63141
Robert T. Sharp
@
Verizonwireless.com

1.14 Tenant's Address

Illinois SMSA Limited Partnership
c/o Ameritech Cellular Services
Real Estate Department
1515 Woodfield Road, Suite 1400
Schaumburg, IL 60173
with a copy to:
Ameritech Cellular Services
Legal Department, 3H78
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

314-920-4777
636-345-9363

2: Terms and Options to Extend

2.1 **Initially.** Landlord leases the Leased Property to Tenant for the Initial Term and on the terms and conditions of this Lease beginning on the Commencement Date at the Initial Rent.

2.2 **Option to Extend.** The term of this Lease shall be automatically renewable for four (4) additional terms of five (5) years each following the Initial Term or any renewable term at the annual rental stated below and otherwise upon the same terms and conditions stated in this Lease. If Tenant desires not to extend any subsequent term of the Lease, it shall give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term, whereupon the Lease shall be deemed canceled upon the expiration of the then current term.

2.3 Rent During Extension Terms.

The annual rental for the first (1st) five (5) year extension term shall be Ten thousand three hundred fifty and 00/100 Dollars (\$10,350.00) (payable annually);

for the second (2nd) five (5) year extension term the annual rental shall be Eleven thousand nine hundred two and 50/100 Dollars (\$11,902.50) (payable annually);

for the third (3rd) five (5) year extension term the annual rental shall be Thirteen thousand six hundred eighty seven and 88/100 Dollars (\$13,687.88); (payable annually); and

for the fourth (4th) five (5) year extension term the annual rental shall be Fifteen thousand seven hundred forty one and 06/100 Dollars (15,741.06); (payable annually).

STANDARD PROVISIONS

3: Additional Yearly Terms

If at the end of the fourth (4th) five (5) year extension term this Lease has not been terminated by either party giving six (6) months prior written notice to the other, the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for any subsequent annual terms until such time as either party serves written notice upon the other of its intention to terminate this Lease at least six (6) months prior to the end of any annual term. Rent for these annual periods shall be equal to the product of the rent paid for the preceding lease year multiplied by 1.03 (103%) payable in equal monthly installments.

4: Methods of Payment

4.1 **First Rent Payment.** Not later than fourteen (14) days after the Commencement Date, Tenant shall pay Landlord rent for the first two (2) full calendar months of the Initial Term. In the event this Lease is terminated, during the Initial Term or any renewal term, for any reason other than Tenant's default, Tenant shall be entitled to a refund of prepaid but unearned rent.

4.2 **Subsequent Annual Rent Payments.** Effective on the anniversary of the commencement date rent shall be payable annually in advance.

CHP-G-

4.3 **Location for Payment.** All rent shall be paid to Landlord at the Address for Payment of Rent or to another person, firm or place which the Landlord may from time to time designate in writing at least forty-five (45) days in advance of a rent payment date.

5: Use of Leased Property

Tenant may use the Leased Property for lawful telecommunications purposes and related site preparation, improvements and maintenance purposes in accordance with all applicable laws, ordinances, and governmental regulations.

6: Tenant's Installation

6.1 **Improvements.** Tenant may install its antennae and store its equipment on the Leased Property and also install its transmission lines, cables, fixtures and utilities on and within the Building all in the approximate initial locations described in the attached Exhibit B and make such other installations on the Leased Property as Tenant may desire provided such installations are in compliance with this Lease and all applicable laws, ordinances, and governmental regulations. Tenant may from time to time relocate or replace any of these items with new or different items with the same or different specifications so long as their installation is otherwise in compliance with this Lease and all applicable laws, ordinances, and governmental regulations.

6.2 **Electric Service.** In the event Tenant cannot make a direct connection to the electric utility serving the Building, Landlord shall permit Tenant to connect to Landlord's electrical service. In such case the electrical service shall be metered (or submetered) separately. If Tenant does use Landlord's electrical service, Landlord will bill Tenant at the end of each month for the actual amount and actual cost to Landlord of electricity used by Tenant. In any case, Landlord shall allow Tenant to use Landlord's existing wiring and risers at no additional cost so long as such use does not interfere with Landlord's electrical service.

6.3 **Workmanlike Construction.** Tenant agrees that the installation will be completed in a neat and workmanlike manner consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of connecting Landlord's electrical service to Tenant's equipment, will be paid by Tenant.

6.4 **Title to Various Items.** Landlord shall, at all times, be the sole and exclusive owner of the Leased Property. Tenant shall at all times be the sole and exclusive owner of the antennae, equipment, fixtures, transmission lines and cables and other improvements installed by Tenant on the Leased Property.

6.5 **Ingress and Egress.** Tenant and its authorized representatives shall have the right of ingress and egress to and from the Leased Property twenty-four (24) hours a day, seven (7) days a week. Landlord will furnish Tenant and its authorized representatives with access to designated service vehicle parking spaces in the parking lot serving the Building.

6.6 **Landlord's Obligation To Maintain The Building.** Landlord shall maintain the structural integrity of the Building and Tenant's access to the Leased Property in good condition and repair.

7: Taxes

Tenant shall reimburse the Landlord for Tenant's proportionate share of the real estate taxes, upon receipt of a copy of the tax bill and request for reimbursement from the Landlord. For purposes herein, Tenant's proportionate share shall be determined based upon the square footage of the Leased Property (excluding therefrom any unassessed square footage used by Tenant, e.g. rooftop) relative to Landlord's entire parcel of real estate. At the request of either party, the other shall provide evidence of payment of taxes.

CHP-G-

Tenant shall have the right to contest all taxes, assessments, charges, and impositions, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. If the Landlord initiates an action to contest taxes or other items, the Tenant may join in such action provided that Tenant pays its own expenses of so participating. Landlord shall, within fourteen (14) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of any increases and Tenant shall have the option to pay the same and deduct such payment from rent or any other sums next due.

8: Indemnification; Waiver of Subrogation

Landlord and Tenant hereby agree to indemnify, defend and hold each other harmless from and against any claim of liability or loss from personal injury or damage to the property of others in connection with the Leased Property or resulting from or arising out of the use and occupancy of the Leased Property by the indemnifying party or its agents, excepting, however, such claims or damages as may be due to or caused by the acts of the indemnified party or its agents. Neither party shall have any obligations under this Paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.

Landlord and Tenant, on their own behalf and on behalf of all parties claiming by, through, or under them, hereby waive all claims for damage to the other regardless of the cause thereof, with each party agreeing to look solely to their respective insurance carriers, if any, for such damage.

9: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

9.1 **Authority.** Landlord is solvent and the owner of the Leased Property in fee simple. Landlord has full authority to execute, deliver, and perform this Lease and is not in default of any mortgage affecting the Leased Property.

9.2 **No Condemnation.** Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Leased Property, or any part thereof, instead of condemnation.

9.3 **No Unrecorded Liens.** Landlord has not performed and has not caused to be performed any work on the Leased Property during the six (6) months preceding the date of this Lease which could give rise to any mechanic's or materialmen's liens. There are no unrecorded easements or agreements affecting the Leased Property.

10: Assignment

The Tenant may sublease or assign this Lease, in whole or in part, or any of its rights under this Lease to Ameritech Mobile Communications, Inc., or any business entity or partnership affiliated with it or Tenant by common ownership subject to assignee's assumption of Tenant's obligations hereunder and Tenant's liability under this Lease shall cease. Any other assignment or sublease by Tenant shall be with the prior written consent of Landlord which will not be unreasonably withheld or delayed.

11: Defaults

CHP-G-

11.1 **By Tenant.** In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies as shall then be provided by law, except Landlord shall not be entitled to distrain any personal property (including fixtures) on the Leased Property; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default and the nature of the default, and Tenant shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default, in addition to any other remedies available to Landlord, the Landlord may elect to commence eviction proceedings provided, however, Tenant shall be permitted a six (6) month stay from receipt of a notice of eviction at 125% of the then current monthly rent.

11.2 **By Landlord.** If Landlord defaults in any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord's obligation and may offset from the rent, or any other amounts next payable, Tenant's costs and expenses of doing so. Notwithstanding anything else in this Lease, Tenant may defer payment of rent including the first rent payment, during any period in which Landlord is in default in any of its obligations under this Lease; has failed to provide or execute or cause to be provided or executed (a) any document reasonably necessary for Tenant's use of the Leased Property in the manner contemplated, (b) any easement; or (c) any document reasonably necessary to obtain any title insurance or other necessary or desirable insurance or consent.

12: Condemnation

In the event any of the Leased Property is taken in a condemnation proceeding, or sold in lieu of condemnation, then at Tenant's option (exercised by notice to Landlord), this Lease may be terminated as of the date of the event and Tenant shall be liable for rental and other payments only until the date on which the Leased Property is taken or sold. In the event of condemnation, Tenant's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Tenant's leasehold interest, antennae, improvements, transmission lines, loss of business and equipment, and Tenant's costs of relocation. Tenant shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for property owned by the Landlord.

13: Casualty

In the event the Leased Property is destroyed or damaged in whole or in part by casualty during the term of this Lease then, at Tenant's option (exercised by notice to Landlord), this Lease may be terminated as of the date of the event or at any time within ninety (90) days thereafter, and no further rent shall be due under the Termination Section or any other Section of this Lease.

14: Quiet Enjoyment

Landlord covenants and agrees that upon payment by Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person and Landlord shall perform all of its obligations under this Lease.

15: Subordination, Attornment and Non-Disturbance.

CHP-G-

Tenant shall enter into recordable subordination, attornment and non-disturbance agreements with the holders of any mortgage, trust deed, installment sales contract, or other financing instrument dated after the date of this Lease, in form reasonably satisfactory to Tenant.

16: Termination

16.1 **By Tenant.** In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this Lease: (a) at any time upon thirty (30) days' written notice to Landlord and payment of twelve (12) months rental at the then current monthly rate; or (b) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary zoning and building permit and/or Tenant has lost, been denied or failed to satisfy any necessary authorization or radio engineering criteria to use the Leased Property as contemplated in this Lease, or (ii) Tenant has obtained a structural engineering report or other building inspection showing building conditions which in Tenant's sole judgment are unsuitable for Tenant's purposes.

16.2 **Removal of Equipment.** Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant shall at its sole expense remove from the Leased Property all of its antennae, equipment, fixtures, transmission lines and cables, other personal property, and other improvements. Tenant shall have up to ninety (90) days after the effective date of the expiration, termination, or cancellation to complete removal of all items. If Tenant requires any of the ninety (90) day period after the effective date for the removal, Tenant shall pay Landlord the then current monthly rent (or in the case of annual rental one-twelfth (1/12) of the annual rental) in advance for each thirty (30) day period or portion thereof Tenant requires to complete the removal.

17: Cooperation

Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Leased Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request. During the term of this Lease, Landlord shall take no action which adversely affects the uses permitted on the Leased Property. At any time after the date of this Lease or the Commencement Date, either party shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

18: Lease Construction

This Lease shall be construed in accordance with the laws of the State where the Leased Property is located. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

19: Entire Binding Understanding; No Oral Modification

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

20: Successors; Separability

Subject to the provisions regarding assignment, this Lease shall be binding upon and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord.

21: Notices

All notices, requests and other writings required under this Lease (including any notices of renewal or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt, or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

22: Estoppel Certificates

During the term of this Lease, either party shall, upon twenty (20) days' prior written request by the other, deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, in effect as modified and setting forth the modifications and the dates of the modifications), the dates to which rent and other charges have been paid, and stating whether or not, to the knowledge of the party delivering the certificate, the requesting party is in default in performance of any agreement contained in this Lease and, if so, specifying each default and whether there are any counterclaims.

23: Lease Memorandum

Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If a correction to the legal description is required, the parties will execute and record or re-record a modified Memorandum of Lease or a supplement to the Memorandum of Lease. Tenant shall not be required to pay rent during any period in which Landlord refuses to execute a modification or supplement.

24: Performance

Time is of the essence in this Lease.

25: Broadcast Interference

25.1 **Definition.** As used in this Lease, "interference" with a broadcasting activity means:

(A) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or

(B) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Leased Property or had any equipment on the Leased Property.

25.2 **Removal.** Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Leased Property. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees or agents.

26: Environmental Matters

CHP-G-

26.1 **Definition.** For purposes of this Lease:

(A) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(B) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

26.2 **No Hazardous Material.** Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Building or any part thereof nor any part thereof has ever been used by the Landlord, or to the best knowledge of the Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous Material.

26.3 **Tenant's Indemnity.** Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Leased Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Tenant.

26.4 **Landlord's Indemnity.** In all other cases, Landlord indemnifies the Tenant and agrees to hold the Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Building or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) existing as of the date Tenant takes possession of the Leased Property or thereafter caused by or in the control of Landlord.

26.5 **Survival.** The provisions of and undertakings and indemnifications set out in this Section 26 shall survive the termination of this Lease.

AGREED as of the latter of the two dates below:

LANDLORD

First Busey Corporation, a Nevada corporation

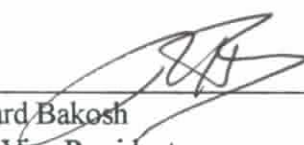
By: *Jaffey C. Quinn, SUP*
Name: *Jeffrey Gaines*
Title: *Senior Vice Pres*

Date: *May 22, 1998*

CHP-G-

TENANT

Illinois SMSA Limited Partnership, an Illinois limited partnership, by its sole general partner, Ameritech Mobile Phone Service of Illinois, Inc., an Illinois corporation

By: 
Richard Bakosh
Area Vice President

Date: June 12, 1998

LEASE AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION OF BUILDING PROPERTY

Parcel I:

Beginning at the Southeast corner of Lot 26 in the Original Town of Urbana, now City of Urbana; thence West along the South line of the following properties: Lots 26 and 28 in the Original Town of Urbana, Thorn Alley, Lots 5, 4, 3, 2, and 1 in a Subdivision of Lots 30 and 32 in the Original Town of Urbana, now City of Urbana, to the Southwest corner of said Lot 1 extended; thence North 3.20 feet West of and parallel to the West line of the following properties: Lot 1, the Common Ground, Lots 6 and 7 in a Subdivision of Lots 30 and 32 in the Original Town of Urbana, Goose Alley, and the Jail Lot, all in the Original Town of Urbana, to a point 3.20 feet West of the Northwest Corner of said Jail Lot; thence East 3.20 feet along the North line of the Jail Lot extended to the Northwest corner of the Jail Lot; thence East along the North line of the following properties: The Jail Lot, Lot 7, Thorne Alley, Lots 8 and 9 in the Original Town of Urbana, to the Northeast Corner of Lot 9; thence South along the East line of the following properties: Lot 9, Goose Alley, and Lot 26 to the place of beginning, situated in the City of Urbana, Champaign County, Illinois.

Parcel II:

Temporary Easement for the benefit of and together with Parcel I as created by Easement from the City of Urbana to Champaign County Bank and Trust Company, its successors and assigns, dated May 28, 1980 and recorded May 29, 1980 along with Ordinance Approving an Easement as Document No. 80R7255, to construct and maintain certain surface planters and retaining walls, over the following described land:

Commencing at the intersection of the North right-of-way line of Main Street and the West right-of-way line of Walnut Street, also being the Southeast Corner of Lot 26 of the Original Town of Urbana; thence East 2.5 feet; thence North parallel with the West right-of-way line of Walnut Street to the South right-of-way line extended of Water Street; thence West 2.5 feet to said West right-of-way line of Walnut Street, also being the Northeast corner of Lot 9 in the Original Town of Urbana; thence South along said West right-of-way line of Walnut Street to the point of beginning, situated in the City of Urbana, in Champaign County, Illinois.

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LEASE AGREEMENT

EXHIBIT B

SKETCH OF THE LEASED PROPERTY



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Darlene A. Kloeppe, County Executive

April 7, 2022

TO: Verizon Wireless
ATTN: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

COPY: Patrice C. Lewis, Engr III Spec-RE/Regulatory ILWI Network Real Estate
1701 Golf Road, Tower 2, Suite 400
Rolling Meadows, IL 60008

CC via email: ilwipropertymanagement@verizon.com

RE: Contract 27779 site DT Urbana – NOTICE of termination

Dear Verizon Wireless,

I am writing because the County of Champaign recently purchased the building at 102 E. Main St., Urbana 61801, on April 5, 2022. The County succeeds the interest of the prior owner as landlord. As your company is a current tenant at this address, I am providing below the contact information for my office, so that you will have it as needed for your files.

I am requesting that any lease payments due for your Verizon lease [Contract 27779 site DT Urbana] be sent to the County of Champaign and to my attention for processing.

As the County has other plans for this property, I also want to give you plenty of notice that we do not intend to renew your lease. **NOTICE is hereby given that the landlord elects to terminate your lease at the end of the current term (May 31, 2023).** Should you wish to terminate the lease sooner, we are open to discussing that option, as we are planning renovations that will impact the roof area.

Please contact our Director of Facilities Dana Brenner at dbrenner@co.champaign.il.us or 217-384-3776, ext.6 about continued access for maintenance or arrangements for removal of your equipment. Our intention is to make this transition as smooth as possible for all parties. Do not hesitate to contact either of us with questions or concerns.

Sincerely,

Darlene A. Kloeppe, MSW, MS, MCP
Champaign County Executive

C: Dana Brenner, Facilities Director
Matt Banach, Chief of Civil Division, State's Attorney's Office



Project Number: 2201593
 Check Number: 024997
 Check Amount: **3,000.00
 Date: 1/30/2023

Thank you for your participation in the Ameren Illinois Energy Efficiency Programs.

This incentive check is to support your implementation of instant incentive energy efficiency measures at your facility.

If you have any questions - please contact us by phone at 1-866-800-0747 or by email at IllinoisBusinessProjects@ameren.com. Please refer to the project number found at the top right corner of this page. For more information on our other energy-saving programs, visit our website at AmerenIllinoisSavings.com.

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▼ REMOVE DOCUMENT ALONG THIS PERFORATION ▼

THIS CHECK IS VOID WITHOUT A BLUE & BROWN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Walker-Miller Energy Services
 8045 2nd Avenue
 Detroit, MI 48202

LEVEL ONE BANK
 MICHIGAN 74-1431
 724

024997

DATE	PROJECT NUMBER	AMOUNT
1/30/2023	2201593	\$**3,000.00

Pay Three Thousand and 00/100*****

TO THE ORDER OF Champaign County Physical Plant
 1776 E Washington St
 Urbana, IL 61802

CHECK VOID 120 DAYS FROM DATE OF ISSUE

⑈024997⑈ ⑆0724143101⑆ 1000167336⑈

Walker-Miller Energy Services
 8045 2nd Avenue
 Detroit, MI 48202

REBATE ENCLOSED

Champaign County Physical Plant
 1776 E Washington St
 Urbana, IL 61802



Check Amount: **23,250.00

Date: 2/2/2023

Thank you for your participation in the Ameren Illinois Energy Efficiency Programs.

This incentive check is to support your implementation of instant incentive energy efficiency measures at your facility.

If you have any questions - please contact us by phone at 1-866-800-0747 or by email at IllinoisBusinessProjects@ameren.com. Please refer to the project number found at the top right corner of this page. For more information on our other energy-saving programs, visit our website at AmerenIllinoisSavings.com.

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Walker-Miller Energy Services
3045 2nd Avenue
Detroit, MI 48202

LEVEL ONE BANK 74-1431
MICHIGAN 724

025070

DATE	PROJECT NUMBER	AMOUNT
2/2/2023	2100938	\$**23,250.00

Pay Twenty-Three Thousand Two Hundred Fifty and 00/100*** *****

TO THE ORDER OF Champaign County Physical Plant
1776 E Washington St
Urbana, IL 61802

CHECK VOID 120 DAYS FROM DATE OF ISSUE



Project Number: 2100813
 Check Number: 027329
 Check Amount: **98,186.85
 Date: 3/22/2023

Thank you for your participation in the Ameren Illinois Energy Efficiency Programs.

This incentive check is to support your implementation of instant incentive energy efficiency measures at your facility.

If you have any questions - please contact us by phone at 1-866-800-0747 or by email at IllinoisBusinessProjects@ameren.com. Please refer to the project number found at the top right corner of this page. For more information on our other energy-saving programs, visit our website at AmerenIllinoisSavings.com.

Photo: Tom Brantley

▼ REMOVE DOCUMENT ALONG THIS PERFORATION ▼

Walker-Miller Energy Services
 8045 2nd Avenue
 Detroit, MI 48202

FIRST MERCHANTS BANK ⁷¹⁻⁶⁵
 MICHIGAN 749

027329

DATE	PROJECT NUMBER	AMOUNT
3/22/2023	2100813	\$**98,186.85

Pay Ninety-Eight Thousand One Hundred Eighty-Six and 85/100*****

TO THE ORDER OF Champaign County
 1776 E Washington St
 Urbana, IL 61802

CHECK VOID 120 DAYS FROM DATE OF ISSUE

DOCUMENT CONTAINS MULTI-COLORED PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & A WATERMARK. HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

⑈027329⑈ ⑆074900657⑆ 1000167336⑈

RESOLUTION NO. 2023-

RESOLUTION NAMING THE COUNTY PLAZA BUILDING
IN HONOR OF SCOTT M. BENNETT

WHEREAS, Scott Bennett represented the people of Champaign County in the Illinois State Senate from 2015-2022; and

WHEREAS, during his tenure as a State Senator, Scott Bennett served on the following committees: Chair of Higher Education, Chair of Appropriations Higher Education, Chair of East Central and Southeastern Illinois Subcommittee, Judiciary, Labor, State Government, Agriculture, Executive Appointments, Redistricting, Redistricting-West Central Illinois Subcommittee, Redistricting-Southern Illinois Subcommittee; and

WHEREAS, during his tenure as a State Senator, Scott Bennett was a tireless advocate and champion for measures to protect and improve the environment, agriculture in Illinois and the quality of life for the most vulnerable in our state: children, families, older adults and individuals with developmental disabilities and mental-health challenges. Scott Bennett also fought to increase college affordability, championing the Know Before You Owe Private Education Loan Act and worked tirelessly to support the University of Illinois, and Parkland College; and

WHEREAS, Scott Bennett served as a Champaign County Assistant State’s Attorney, in which his most important work focused on seeking justice for child victims of crime, something he was passionate about and continued to work on even after he left the State’s Attorney Office; and

WHEREAS, Scott Bennett brought respect, honor, and integrity to the people of Champaign County with his many years of public service;

NOW, THEREFORE, BE IT RESOLVED, the Champaign County administrative building located at 102 East Main Street in the City of Urbana will be named the Scott M. Bennett Administrative Center.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of May A.D. 2023.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Steve Summers, County Executive
Date: _____

From: [Darren Taylor](#)
To: [Dana M. Brenner](#)
Cc: [Mary Tiefenbrunn](#)
Subject: Champaign County Humane Society - Facility
Date: Tuesday, February 28, 2023 10:12:29 AM
Attachments: [image003.jpg](#)
[Amortization Table \(CCHS\) \(10 year payment terms\).pdf](#)

CAUTION: External email, be careful when opening.

Hi Dana,

Hope all is well. I cc'd Tief on here as well.

I wanted to circle back with you on our current facility in Urbana. The board had some discussion so I wanted to present an offer to the County that hopefully mirrors that.

When CCHS got the facility appraised, it came back at \$510,000. We understand the County's appraisal came back at \$450,000. CCHS is willing to use the County's appraisal for this. Further, CCHS is under a lease for about 4 more years with the County. We pay \$7,000 annually, so we'd pay about \$28,000 over this timeframe. We'd be willing to discount the purchase price by this \$28,000 amount to allow it to be a "termination fee" of the lease. Therefore, our proposed terms are:

1. Purchase price of \$450,000.00;
2. Discount the purchase price by \$28,000 as a lease termination fee;
3. \$22,000 due at execution of the lease;
4. The balance of \$400,000 is amortized over 10 years with 3.74% interest (Applicable Federal Rate);
5. Utilities to be switched over to the County as of execution; and
6. The lease would be a "Triple Net" (NNN) lease where the County would take responsibility for the facility.

I attached an example Amortization Table reflecting the 10-year proposed term to give you and the County a flavor for what this would look like.

Further, there will likely be some kind of personal property left for animal control when we leave. I don't know exactly what all that will be, but we can certainly work with the control folks once that starts to take shape.

Please let me know if there are any questions on this or if you'd like more information. We appreciate everything with the County and look forward to a continued relationship.

Thanks.

Darren Taylor

Phone: [\(217\) 352-4167](tel:(217)352-4167) | **Fax:** [\(217\) 352-8707](tel:(217)352-8707)

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550
Champaign, IL 61824-1550

[Website](#) | [Email](#)

Harrington Law Logo

