

CHAMPAIGN COUNTY BOARD COMMITTEE AGENDA

COUNTY FACILITIES

Tuesday, November 14, 2006 – 7:00 p.m.

Lyle Shields Meeting Room, Brookens Administrative Center

CHAIR: Steve Beckett

MEMBERS: Avery, Cowart, Hogue, James, Jay, Knott, Sapp, Weibel

<u>AGENDA ITEM</u>	<u>Page Number</u>
I <u>CALL TO ORDER</u>	
II <u>APPROVAL OF AGENDA</u>	
III <u>APPROVAL OF MINUTES:</u>	
1. September 5, 2006	1-9
2. September 14, 2006 – Performance Appraisal Subcommittee	10
IV <u>PUBLIC PARTICIPATION</u>	
V <u>FLEET MAINTENANCE/HIGHWAY FACILITY:</u>	
<i>Committee & County Board Action</i>	
a. <u>BLDD Invoice #128260</u> in the amount of \$134.76 for professional Services rendered through October 1, 2006, per agreement dated July 2005.	11-12
b. <u>BLDD Invoice #128261</u> in the amount of \$6,796.68 for professional services rendered through October 1, 2006, per agreement dated July 2005.	13-16
VI <u>CHAMPAIGN COUNTY NURSING HOME:</u>	
<i>Committee & County Board Action</i>	
A. <u>Construction Project</u>	
1. <u>Pay Request's</u>	
a. <u>PKD Pay Request No. 45 in the amount of \$5,847.00 for</u> Professional services provided through October 20, 2006 Per agreement dated February 2003. Pay Request is itemized as Follows:	17-24
\$1,571 – Staff	
\$301 – Reimbursables	
\$3,975 – General conditions – Change order No. 1, 2 & 3	

Nursing Home cont.

- b. **PKD, Inc. Invoice #1** in the amount of \$11,055 for Champaign County Nursing Home - AHU Test Phase Services for AHU #3 Booster Fans - August 2006 25-26
 - c. **PKD, Inc. Invoice #2** in the amount of \$18,486 for Champaign County Nursing Home - AHU Pre-Test Phase Services - May 2006 through July 2006 27-28
 - d. **GHR Engineers & Associates, Inc. Invoice #0015741** in the amount of \$4,289.15 for professional services provided through September 30, 2006 per agreement dated June 2006. 29
 - e. **GHR Engineers & Associates, Inc. Invoice #0015815** in the amount of \$6,140.65 for professional services provided through October 28, 2006 per agreement dated June 2006. 30
 - f. **Rateman Group Invoice # 12163** in the amount of \$12,289.08 for professional Industrial Hygiene Services for 3rd quarter air monitoring through October 12, 2006. 31
 - g. **Berns, Clancy & Associates Statement #2** in the amount of \$5,416.56 for Civil Engineering and Surveying services for the Art Bartell Road Extension and Water Main Extension, Champaign County East Campus/County Nursing Home Site. 32-33
 - h. **Berns, Clancy & Associates Statement #2** in the amount of \$11,060.00 for Professional Engineering Services for an interim Stormwater Management Plan Study and Design related to New Champaign County Nursing Home Site Development, Champaign County East Campus. 34-35
 - i. **Berns, Clancy & Associates Statement #2** in the amount of \$8,064.25 for Professional Consulting, Engineering and surveying services for miscellaneous tasks and on-site storm sewer and drainage revisions related to the new Champaign County Nursing Home Site Development/Champaign County East Campus. 36-38
 - j. **Duane Morris Invoices in the amount of \$76,323.35** (invoices will be available, for review, at meeting) 39-41
- B. **Update - HVAC Issue**
- C. **CON Alteration/Renewal** 42-54

Nursing Home cont.

- D. County Board & Urbana Park District Intergovernmental Agreement 55-61
(deferred from October)

VII CHAMPAIGN COUNTY COURTHOUSE:

- A. White & Borgognoni Architects P.C. invoice #1 in the amount 62
of \$2,522.18 for architectural services rendered through October 6, 2006
for Champaign County Courthouse Masonry Stabilization & Restoration
- B. Champaign County Bar Association photographs
(separate attachment)

VIII CHAIR'S REPORT/ISSUES:

- A. Courthouse Museum Update

IX PHYSICAL PLANT REPORTS:

- A. Monthly Reports 63-67

X OTHER BUSINESS:

- A. Isaksen, Glerum, Wachter Invoice #3 in the amount of \$3,710.00 68
for professional services rendered thru September 29, 2006
for the remodel of Brookens Administrative Center Space for
County Clerk election requirements.
- B. Champaign County & Metcad Tower agreement 69-74
- C. Lease Agreement between the County of Champaign and the 75-82
Regional Planning Commission

XI NEW BUSINESS:

XII CLOSED SESSION MINUTES:

1. August 24, 2006 - Performance Appraisal Subcommittee
2. September 14, 2006 #1 - Performance Appraisal Subcommittee
3. September 14, 2006 #2 - Performance Appraisal Subcommittee

XIII CONSENT AGENDA ITEMS:

XIV ADJOURNMENT

CHAMPAIGN COUNTY BOARD COMMITTEE MINUTES

County Facilities

September 5, 2006 – 7:00 p.m.

Lyle Shields Meeting Room, Brookens Administrative Center

MEMBERS PRESENT: Beckett (Chair), Avery, Cowart, Hogue, James, Jay, Knott, Weibel

MEMBERS ABSENT: Sapp

OTHERS PRESENT: Denny Inman, Deb Busey, Barb Wysocki, Sheriff Walsh, Alan Reinhart, Susan McGrath, Roger Holland, Mark Shelden, Media

Call to Order

Chair Beckett called the meeting to order at 7:00 p.m. A roll call confirmed a quorum present.

Approval of Agenda

MOTION by Weibel to approve the agenda and addendum; seconded by James.

Mr. James asked Chair Beckett to include, under other business, discussion of contract language.

Motion carried.

Approval of Minutes – April 4, 2006

MOTION by James to approve the minutes of April 4, 2006 as presented; seconded by Cowart. **Motion carried.**

Public Participation

There was no public participation. Mr. Beckett received committee consent to address the addendum issue first.

Mr. Jay arrived at 7:05 p.m.

**Fleet Maintenance/Highway Facility
BLDD Invoice #128048**

MOTION by Cowart to recommend County Board approval of Invoice #128048 from BLDD Architects in the amount of \$32,003.19 for Professional Services rendered through August 25, 2006 per agreement dated July 2005 (\$11,250 – bidding; \$20,753.19 – printing reimbursables); seconded by Weibel. **Motion carried.**

Fleet Maintenance/Highway Facility Bids

M/Firms list

M/FBE Firms sent bid solicitation

Pre-construction meeting – Friday September 8th

Mr. Beckett stated this is provided for the committee's information.

**Champaign County Nursing Home
Construction Project – Pay Request's**

PKD Pay Request #43

MOTION by Weibel to recommend County Board approval of Pay Request #43 from PKD in the amount of \$14,218 for professional services provided through August 20, 2006 per agreement dated February 2003 (\$5,131 – Staff; \$8,372 – General Conditions & Change orders 1,2 & 3); seconded by Cowart. **Motion carried** with Avery and Knott opposed.

GHR Engineers & Associates, Inc. Invoice #15594

MOTION by Weibel to recommend County Board approval of Invoice #15594 from GHR Engineer, Inc. in the amount of \$3,142.93 for professional services provided through August 26, 2006 per agreement dated June 2006; seconded by James. **Motion carried.**

Raterman Group, Ltd. Invoice #12152

MOTION by Cowart to recommend County Board approval of Invoice #12152 from Raterman Group, Ltd in the amount of \$2,210.12 for professional industrial hygiene post remediation and air sampling services provided through August 18, 2006 per agreement dated June 2006; seconded by Weibel.

Mr. James stated he thought this contract would be one which would have a set fee, per month, for doing this. Mr. Inman stated they attempted to do it that way; in addition to the HVAC issues that are going on now they have asked for additional testing and he suspects if everything goes ok, the next quarter will be more towards the norm.

Motion carried.

Raterman Group, Ltd. Invoice #12130

MOTION by Cowart to recommend County Board approval of Invoice #12130 from Raterman Group, Ltd. in the amount of \$16,385.03 for professional industrial hygiene post remediation and air sampling services provided through April 12, 2006 per agreement dated June 2006; seconded by Weibel.

Mr. Inman explained the County Board will receive two invoices per quarter; one for the actual testing and one for the lab. Once those results are received by Raterman, a report will be issued. He pointed out that a majority of the money is for testing and in the agreement we did ask them to itemize everything on this project.

Motion failed with a 5/3 roll call vote. Voting no were Avery, Hogue, James, Jay, Knott and Weibel. Voting yes were Beckett, Cowart and Weibel.

Mr. Beckett reminded the committee they have just breached a contract.

MOTION by James to forward payment of this invoice to the full County Board, without recommendation; seconded by Avery. **Motion carried.**

Pay Requests – Duane Morris

Mr. Beckett explained that the way these bills are presented, they can see that \$205,000 is for mold remediation, \$236,000 for certificate of need and \$47,000 for general representation with a total of \$500,000. He stated he has asked Ms. Rietz to talk to this firm about their billing because when he received this package he noticed a billing practice he is not comfortable with. For example, one of their attorneys attended one of our meetings, to make a presentation, and the billing reflects three attorney's getting together to talk about that meeting and as a result we are being billed by three separate attorneys. We have \$123,000 in outstanding invoices with this firm but this will not be the final billing because they are continuing to represent us with the certificate of need. He did report that the firm has agreed to waive the charges occurred from the FOIA requests they worked on.

Hinshaw & Culbertson LLP Invoice #10588913

Mr. Beckett explained this is the bill for the mediator. Looking at contracts with our architects and construction manager, they include language stating we are to share the costs if there is any mediation. This was presented to us as a call from our attorneys asking if we would agree to a mediator, not if we would pay for a mediator.

Ms. McGrath pointed out that if Duane Morris stated we would pay this, or if it is not in our contract we are not obligated to pay. She will research this issue further.

Committee consensus to defer to October.

Requests for Reduction in Retainage – Coleman Electric; Cross Construction; Duce Construction; McWilliams Mechanical; Otto Baum; Reliable Mechanical (Bid item 15); Reliable Mechanical (Bid Item 16); Roessler Construction; Stark Excavating; Stobeck Masonry; Thyssen/Krupp; Tile Specialist

Mr. Inman explained that once a firm reaches 50% they can request a reduction in retainage and what is before the board, are those requests as they are put forth by the construction manager. He recommends items 5, 6 and 7, Otto Baum and Reliable Mechanical, not be approved tonight due to ongoing legal issues. Mr. Beckett stated some of these are complete reductions and some are to 2.5% and asked how we now which it should be. Mr. Inman explained those that are down to 2.5% still have some issues on the construction site.

MOTION by Jay to recommend County Board approval of the Coleman Electric, Cross Construction, Duce Construction, McWilliams Mechanical, Roessler Construction, Stark Excavating, Stobeck Masonry, Thyssen/Krupp and Tile Specialist requests for reduction in retainage; seconded by James. **Motion carried.**

Museum Update

Mr. Beckett provided the committee with a draft memorandum of understanding regarding the potential handling of the museum at the Courthouse. This group of people, including Cheryl Kennedy, has been meeting to try and come up with a concept that would cost the county no money. They are still in the discussion phase and he is to go to the Forest Preserve meeting to answer questions and work toward an agreement.

Physical Plant Reports
Monthly Report

Mr. Reinhart stated they are running into trouble with a couple of the buildings but are not ready to ask for any money yet although they will be asking for some utility money to finish out the rest of this fiscal year. Mr. James stated they discussed, last year, having one meter and asked if anything ever came of that.

Mr. Inman stated if we are going to take advantage of primary metering, it would have to be incorporated with the fleet maintenance project. The energy audit we had done told us that our buildings were average to good on the transition of air between outside and inside.

Utility Report

Addressed above.

Other Business

Isaksen Glerum Wachter LLC Invoice #2

MOTION by James to recommend County Board approval of Invoice #2 from Isaksen Glerum Wachter LLC in the amount of \$1,345.00 for Professional Services provided through August 18, 2006 for the remodel of Brookens Administrative Center space for County Clerk Election requirements; seconded by Weibel.

When asked who is paying for this remodel, Ms. Busey explained the budget amendment indicated there would be increased revenue and increased expenditure and if we do not receive the revenue it will come from the general corporate fund balance.

Motion carried.

Capital Equipment/Improvement Fund Facilities Plan

Ms. Busey explained this is an extension into 2007 of what was approved in 2006 as a capital improvement plan for County Facilities. She wanted the committee to be aware of what is included, what was done this year and what we anticipate will be done in 2007. The painting, which is being done now, and re-seaming of the pod 200 roof were the only two items scheduled to be done this year.

County Clerk Remodeling Project

Mr. Shelden reported that there is a new plan, which kicks out the wall in his office in the voting area by three feet which will allow a wheelchair to pass through. It also allows them to put in a number of voting booths and their 12 ballot boxes. There is an area that is currently part of the old animal control offices that will be incorporated but will still leave the County with some storage area. He stated this plan would be very acceptable.

Mr. Reinhart stated the cost for this project is almost identical to the original one submitted, A1, which was \$18-\$21,000. We will incur a little extra expense with this one but it will remain in the range of \$18-\$23,000.

MOTION by Jay to approve the revised project plan; seconded by Weibel.

Mr. Shelden stated this needs to be done by September 28, 2006 and asked if it will be possible to get it done by then. Mr. Reinhart stated it will be difficult for his staff to get it done; they still need to get final documents drawn and approved by the city. When asked about receiving money for this project, Mr. Shelden reported that he will submit the letter to the state and ask them to approve funding for it; he is also going to write a letter to the election administration commission in Washington who is overseeing this. Mr. Beckett stated it is great if we get that money but we still have a commitment to those people who will be coming in to vote.

Motion carried.

Exterior Painting of Brookens Administrative Center Soffit and Wind Screen

Mr. Inman reported that in August he was asked to try and get the cost down for the exterior painting and as a result, he and Mr. Reinhart spoke with the top two firms and the only cost reduction they could come up with was to use a different paint with a zero warranty. The paint we were going to use has a 20 year warranty and he and Mr. Reinhart did not feel it was worth it so they have moved forward.

Ms. Avery stated she would have liked to see the County use a major minority firm for this project. Mr. Inman reported that Borchers Decorating, a minority owned business, had the #3 bid which was \$20,000 higher than #2 so he did not call them to discuss a reduction in fees.

Release of RFP for ATM services

Mr. Inman explained the ATM's would be placed throughout the County buildings for public and employee use. He stated there is not a fee for the County to have the machines in our buildings and the financial institution would be responsible for any changes to be made to the building. When asking about placing a machine in the nursing home, Mr. Inman explained the purpose for putting one there would be for families visiting, not for use by the residents.

MOTION by James to approve the issuance of an RFP for ATM services; seconded by Hogue. **Motion carried** with Jay opposed.

New Business

Semi-Annual Review of Closed Session Minutes

Ms. McGrath stated she has reviewed the closed session minutes and she recommends keeping them all confidential.

MOTION by Avery to maintain the County Facilities closed session minutes as closed; seconded by Hogue. **Motion carried.**

Discussion of contract language

Mr. James stated there were several bills, at a Facilities meeting months ago, that showed greater than a 15% mark up. He questioned this practice and thought it was mentioned that someone would be looking into it. He also noticed we were being billed for some tools and equipment; equipment that our staff could use. His experience with this is that the equipment should be left at the job site.

Mr. Inman explained they are in the process of creating a uniform contract for the County, he has talked with the State's Attorney's office and the masonry project will be the first professional services contract to use the uniform contract. This new contract will look at all the issues that have been brought up in the past.

Addendum

Chair's Report/Issues

Courthouse Parking

Mr. Beckett reminded the committee that in August they considered, and passed at County Board, a comprehensive solution to the Courthouse parking issue.

Addendum cont.

After that time, he heard from Sheriff Walsh regarding this issue. Sheriff Walsh and Joan Wiegel, who represents the Courthouse employees on this issue, are both present.

Sheriff Walsh explained he didn't know anyone was seriously considering taking away the Court Security parking spots and he has two serious concerns about the parking proposal, as he understands it. He explained that his security officers only have half hour for lunch, per their contract, and if they want to run to a restaurant adding a longer walk to their cars creates real problems for them. Second, they are different than most courthouse employees because they are easily identifiable and they are the ones who anger people when they do their job. He doesn't want a situation where they see an officer park and their vehicle is damaged. He understands the committee is trying to come up with a fair solution to this and he is asking them to continue with the same lot they have; he is happy to share with other courthouse employees but not the general public. He has 16 court security and bailiffs.

Ms. Wiegel, a court clerk working with Judge Clem, explained that the Courthouse employees have raised the issue of the safety of the parking lot as it stands now. The court security officers are county employees also but she does not feel they should get preferential treatment. She pointed out that court reporters sit in the courtroom with the judges and are also approached out side of the courthouse, possibly more than security officers.

Mr. Beckett asked if there is any merit to the Courthouse employees receiving some benefit by having some court security offices having to park in the area they park because people will know the cars are court cars. In lot 25, there are special patrols to let the neighborhood know the lot is being monitored, he questioned if we could get some court security willing to park in the lot.

Sheriff Walsh stated there is some security benefit whenever there are uniforms in the area with people coming and going but it doesn't solve his other problems.

Mr. Beckett explained that the comprehensive solution is going into effect and they will have a lottery. This is not for action tonight but will be addressed at the next meeting.

Consent Agenda Items

Committee consensus to include items V A; VI B and IX A on the County Board consent agenda.

Adjournment

Chair Beckett declared the meeting adjourned at 8:15 p.m.

Respectfully Submitted,

Tiffany Talbott
Administrative Secretary

Secretary's note - the order of the agenda is not the order that business was conducted.

**PERFORMANCE APPRAISAL SUBCOMMITTEE
COUNTY FACILITIES
Meeting Room 3
Brookens Administrative Center**

September 14, 2006

MEMBERS PRESENT: Beckett, Knott, Wysocki

MEMBERS ABSENT: None

OTHERS PRESENT: Denny Inman

Chair Beckett called the meeting to order at 8:00 a.m.

MOTION by Knott to approve the agenda; seconded by Wysocki. **Motion carried.**

MOTION by Wysocki to enter into closed session pursuant to 5ILCS 120/2 (c) 1 to consider the employment, compensation, discipline, performance or dismissal of any employee; seconded by Beckett. **Motion carried** with a 2/0 roll call vote. Voting aye was Beckett, Wysocki.

Mr. Beckett declared the meeting in closed session.

Mr. Beckett declared the meeting in open session.

MOTION by Wysocki to retain Mr. Inman as County Administrator of Facilities & Procurement; seconded by Knott. **Motion carried** with a 3/0 roll call vote. Voting yes was Wysocki, Knott, Beckett.

Mr. Beckett stated the subcommittee needs to go back into closed session to inform Mr. Inman of the evaluation results.

MOTION by Wysocki to enter back into closed session pursuant to 5ILCS 120/2 (c) 1 to consider the employment, compensation, discipline, performance or dismissal of any employee; seconded by Beckett. **Motion carried** with a /0 roll call vote. Voting aye was Beckett, Wysocki.

Respectfully Submitted,

Tiffany Talbott
Administrative Secretary

Champaign County
Brookens Administration Center
1776 E. Washington Street
Urbana, IL 61802
Attn: Mr. Joel Fletcher

October 20, 2006
Invoice No: 128260
Project No: 053015.900



Re: Champaign Cty Fleet Maintenance Highway Facility Site Observation

Principals
L. Eugene Dillow, AIA
John R. Drayton, AIA
Michael E. Cardinal, AIA
Randall L. West, AIA
Samuel J. Johnson, AIA
Steven T. Oliver, AIA

For professional services rendered for the period September 2, 2006 to October 1, 2006

Associates
Scott M. Likins, AIA
Bruce L. Maxey, AIA
Barbara Meek, AIA
Mark A. Ritz, AIA
Timothy J. McGrath, AIA
John S. Whitlock, AIA
R. Carson Durham, AIA

Hourly Not to Exceed Amount:	\$54,420.00
Previous Billed:	\$0.00
Balance In Contract:	\$54,420.00

Consultant Expenses

Consultant	Invoice #	Inv. Amt.
GHR Engineers & Assoc.	0015737	134.76

TOTAL NOW DUE \$134.76

Due and payable upon receipt. Subject to finance charge of 1% per month after 30 days.

Over 75 Years of Architecture

100 merchant street
decatur, illinois 62523
phone 217 429-5105
fax 217 429-5167

2104 west springfield avenue
champaign, illinois 61821
phone 217 356-9606
fax 217 356-8861

115 west jefferson, suite 103
bloomington, illinois 61701
phone 309 828-5025
fax 309 828-5127

833 west jackson, suite 100
chicago, illinois 60607
phone 312 829-1987
fax 312 829 9927



ENGINEERS AND ASSOCIATES, INC.
Mechanical & Electrical Consulting Engineers

1615 South Neil St. • Champaign, IL 61820
Tel: (217) 356-0536 • Fax: (217) 356-1092
ksiuts@ghrinc.com • FEIN: 37-0860182

October 16, 2006
Project No: 6059.0000
Invoice No: 0015737

Mr. Mark Ritz
BLDD Architects, Inc.
2104 West Springfield
Champaign IL 61821

Project: 6059.0000 Champaign County Fleet Maint Facility

MAR

Professional Services: September 3, 2006 through September 30, 2006

Task: 003 Observation

Professional Personnel

Employee	Hours	Rate	Amount
Davis, Christopher R 09/27/06	2.00	67.38	134.76
Totals	2.00		134.76
Total Labor			134.76

Billing Limits

	Current	Prior	To-date
Labor	134.76	0.00	134.76
Limit			11,250.00
Remaining			11,115.24

Total this task \$134.76

Total this invoice \$134.76

Outstanding Invoices

Number	Date	Balance
0015115	03/15/06	1,099.00
0015540	08/08/06	2,266.50
Total		3,365.50



Champaign County Highway Dept.
 Brookens Administration Center
 1776 E. Washington Street
 Urbana, IL 61802
 Attn: Denny Inman

October 20, 2006
 Invoice No: 128261
 Project No: 053015.400

Principals
 L. Eugene Dillow, AIA
 John R. Drayton, AIA
 Michael E. Cardinal, AIA
 Randall L. West, AIA
 Samuel J. Johnson, AIA
 Steven T. Oliver, AIA

Re: Champaign Cty Fleet Maintenance Highway Facility

Associates
 Scott M. Likins, AIA
 Bruce L. Maxey, AIA
 Barbara Meek, AIA
 Mark A. Ritz, AIA
 Timothy J. McGrath, AIA
 John S. Whitlock, AIA
 R. Carson Durham, AIA

For professional services rendered for the period September 2, 2006 to October 1, 2006 for the referenced project.

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
PROGRAMMING	75,000.00	100.00%	75,000.00	75,000.00	0.00
SCHEMATIC DESIG	67,500.00	100.00%	67,500.00	67,500.00	0.00
DESGN DEVELPMNT	90,000.00	100.00%	90,000.00	90,000.00	0.00
CONST DOCUMENTS	180,000.00	100.00%	180,000.00	180,000.00	0.00
BID/NEGOTIATION	22,500.00	100.00%	22,500.00	22,500.00	0.00
CONST ADMIN	90,000.00	7.00%	6,300.00	0.00	6,300.00
	<u>1,396.00</u>	<u>0.00%</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Fix Fee	526,396.00		441,300.00	435,000.00	6,300.00

Vendor	Invoice #	Inv. Amt.	Memo
Decatur Blue Print	28949	221.68	
GHR Engineers & Assoc.	29161	275.00	Flow test performed by McDaniel Fire Systems
		<u>496.68</u>	

Invoice Total \$6,796.68

Due and payable upon receipt. Subject to finance charge of 1% per month after 30 days.

Over 75 Years of Architecture

100 merchant street
 decatur, illinois 62523
 phone 217 429-5105

2104 west springfield avenue
 champaign, illinois 61821
 phone 217 356-9606

115 west jefferson, suite 103
 bloomington, illinois 61701
 phone 309 828-5025

833 west jackson, suite 100
 chicago, illinois 60607
 phone 312 829-1997



DECATUR BLUEPRINT, INC.
 230 WEST WOOD • DECATUR, ILLINOIS 62523
 PH 217.423.7589 • FAX 217.423.7580
 WWW.DECATURBLUE.COM

SALES TICKET
 Number: 28949
 Date: Sep 1, 2006
 Page: 1

Sold To:
BLDD Architects - Champaign
 2104 W. Springfield Avenue
 Champaign, IL 61821

Ship to:

Payment Terms	Customer PO	Customer ID	
Net 30 Days	0530 15.400	BLDDCH	
Sales Rep ID	Shipping Method	Ship Date	Due Date
SNYDER	UPS GROUND		10/1/06

Quantity	Description	Total
1	SHIPPING & HANDLING - UPS GROUND 20 BID SETS TO ENGLISH BROTHERS OKAYED BY D.WAKEFIELD 9/1/06	102.56
1	SHIPPING & HANDLING - UPS GROUND 1 BID SET TO FIRE SUPPRESSION OKAYED BY D.WAKEFIELD 9/6/06	18.10
1	SHIPPING & HANDLING - UPS GROUND 1 BID SET TO FIRE SUPPRESSION OKAYED BY D.WAKEFIELD 9/25/06	18.10
1	SHIPPING & HANDLING - UPS GROUND 3 BID SETS TO DAVIS HOUK MECHANICAL OKAYED BY D.WAKEFIELD 9/25/06	69.96
1	SHIPPING & HANDLING - UPS GROUND 20 SETS OF VOL. 1 ONLY SPECIFICATIONS & ADDENDA TO D.WAKEFIELD 9/25/06	12.96
JOB: CHAMPAIGN CO. HIGHWAY DEPT. - FLEET MAINTENANCE		
SETS WERE PICKED-UP BY T.A. BRINKOETTER & OTTO BAUM ENGLISH BROTHERS PICKED UP ADDITIONAL SETS		

CHECK/CREDIT CARD

Subtotal	221.68
Sales Tax	
Total Amount	221.68
Payment Received	
TOTAL DUE	221.68

Received By: _____



TELEPHONE SYSTEMS

Please Remit To:
804 Canonic Drive
Porter, IN 46304

Invoice

Toll Free: 800.611.2906 Fax: 219.548.5135

Federal ID # 35-1005016

Bill To:	GHR ENGINEERS 1615 S NEIL ST CHAMPAIGN, IL 61820	Invoice:	29161
	Attn: ACCOUNTS PAYABLE	Invoice Date:	9/22/2006
		Customer ID:	575
		Customer Reference:	
Job Site:	CHAMPAIGN COUNTY FLEET MAINTEN LIERMAN AND MAIN URBANA, IL 61801	Invoice Due Date:	10/22/2006
		Payment Terms:	NET 30 DAYS
		Job :	20-60574 CHAMPAIGN COUNTY FLEET MAINTEN

SEE ATTACHED TM TICKET FOR DESCRIPTION OF WORK PERFORMED

TICKET 75301, 9/13/06

Total	TOTAL THIS INVOICE	275.00
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Summary

TOTAL THIS INVOICE	275.00
CURRENT DUE :	<u>275.00</u>



FIRE SYSTEMS

Headquarters:

Executive Offices
Finance
Fabrication Shop
1055 West Joliet Road
Valparaiso, IN 46385
Ph. (219) 462-0571
Fax (800) 611-2907

Markets Served:

Chicago & N.W. Indiana
Central IL
Southern IL. & St. Louis
1055 West Joliet Road
2916 Farber Drive
1911 Rendleman Street
Valparaiso, IN 46385
Champaign, IL 61822
Marion, IL 62959
Ph. (219) 462-0571
Ph. (217) 359-0018
Ph. (618) 993-2905
Fax (800) 611-2907
Fax (217) 359-6050
Fax (618) 993-2818

75301

CUSTOMER SERVICE REPORT

Indianapolis
4380 Sellers Street
Lawrence, IN 46226
Ph. (317) 542-7420
Fax (317) 549-2149

Peoria
910 W. Detweiler
Peoria, IL 61615
Ph. (309) 691-8560
Fax (309) 691-9042

National Special Hazards Branch
1055 West Joliet Road
Valparaiso, IN 46385
Ph. (800) 611-2906
Fax (800) 611-2908

SHEET 1 OF 1

DATE: 9-13-06
PO. NO.
T & M #: 20-60574
CUSTOMER: Champ. City Fleet Maint
BILL TO: GHR Engineers
REQUESTED BY: Randy Freese
SERVICE ADDRESS: Learman + Main
BILLING ADDRESS: 11615 S. Neil St.
TITLE:
URBANA, IL 61801 CHAMPAIGN, IL 61820
TELEPHONE: 217/356-0536

CONDITION UPON ARRIVAL
Emergency After Hours Service []

WORK PERFORMED
Flow test of private main near corner of Learman + main Street and report of findings.



FOLLOW UP REQUIRED YES [] NO []
\$275.00
OF PERSONNEL:
TRAVEL TIME:
ARRIVAL TIME:
DEPARTURE TIME:
TOTAL TIME:

CONDITION ON DEPARTURE

MCDANIEL FIRE SYSTEMS REPRESENTATIVE (PLEASE PRINT)
CUSTOMER AUTHORIZED (PLEASE PRINT)
MCDANIEL FIRE SYSTEMS REPRESENTATIVE SIGNATURE
CUSTOMER AUTHORIZED SIGNATURE

Handwritten notes: 8/30/06, 691



October 25, 2006

Denny Inman – Co-Administrator
Champaign County, Illinois
Department of Administrative Services
1776 East Washington Street
Urbana, Illinois 61802

Re: **Champaign County Nursing Home**
PKD, Inc. Project Number 275
Payment Application Request No. 45

Dear Mr. Inman,

Enclosed are two copies of our Payment Application No. 45 for this project. This is for work completed through October 20, 2006.

Please call our office (356-8424) for pick-up when the checks are ready (on or before November 24, 2006). Thank You.

Sincerely,

A handwritten signature in cursive script that reads "Timothy R. Mininger".

Timothy R. Mininger, Project Engineer

Xc: MJS/PBD/TRM/MFC Pay Requests
Ann Deedrich - Pay Request 1 ea.

CHAMPAIGN COUNTY NURSING HOME - PAY APPLICATION

APPLICATION THROUGH: October 20, 2006
APPLICATION NO. 45

ITEM:	CHECK PAYMENT TO:	AMOUNT OF PAYMENT:
1	PKD, Inc. - Staff, Fee, Reimbursables, and General Conditions	\$5,847
2	Stark Excavating	\$0 *
3	Cross Construction	\$0 *
4	Duce Construction	\$0 *
5	Roessler Construction	\$0 **
6	National Fabco	\$0 *
7	Tile Specialists	\$1,725 *
8	Advanced Roofing	\$0 *
9	Otto Baum	\$25,268 *
10	Thyssen/Krupp	\$0 **
11	Stobeck Masonry	\$0 *
12	Borchers Decorating	\$0 *
13	Automatic Fire	\$0 *
14	McWilliams	\$0 *
15	Reliable Mechanical (Heat)	\$0 *
16	Reliable Mechanical (Vent)	\$101,136 *
17	Coleman Electric	\$0 *
TOTAL:		\$133,976

* - Retainage has been reduced for this Contractor.

** - Final payment for this Contractor

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):	Champaign County Board 1776 East Washington Street Urbana, Illinois, 61802	PROJECT: Champaign County Nursing Home	APPLICATION NO: 45	Distribution to:
			PERIOD TO: 39010	OWNER ARCHITECT CONTRACTOR
FROM (CONTRACTOR)	PKD, Inc. P. O. Box 3698 Champaign, Illinois 61826-3698		PROJECT NO: 275	
CONTRACT FOR:	Construction Management		CONTRACT DATE: 1/23/2003	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ESTIMATED CONTRACT SUM	\$	\$18,643,364
2. Net change by Change Orders	\$	\$543,385
3. CONTRACT SUM TO DATE (Line 1+2)	\$	\$19,186,749
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$19,008,134
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	\$591,593
b. 10 % of Stored Material (Column F on G703)	\$	\$0
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	\$591,593
6. TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$	\$18,416,541
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$18,282,565
8. CURRENT PAYMENT DUE	\$	\$133,976
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	\$770,208

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	
Net change by Change Orders			

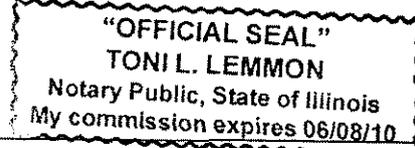
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER: PKD, Inc.

By: Timothy K. Meringer Date: 10-25-06

State of Illinois County of: Champaign
 Subscribed and sworn to before me this 25th day of October, 2006.

Notary Public: Toni L. Lemmon
 My Commission expires: 06/08/10



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 133,976.00
 (Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER
 By: Timothy K. Meringer Date: 10-25-06
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulation below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 45
 APPLICATION DATE: 10/25/2006
 PERIOD TO: 10/20/2006
 PKD PROJECT NO: 275

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD		% (G/C)			
1	PKD, Inc.	\$1,648,598	\$1,563,852	\$5,847		\$1,569,699	95%	\$78,899	\$0.00
2	BI #1 - Stark Excavating - C.O. # 7	\$721,031	\$721,031	\$0		\$721,031	100%	\$0	\$18,026.00
3	BI #2 - Cross Construction - C.O. # 3	\$275,822	\$275,822	\$0		\$275,822	100%	\$0	\$6,895.00
4	BI #3 - Duce Construction - C.O. # 3	\$1,463,859	\$1,463,859	\$0		\$1,463,859	100%	\$0	\$36,596.00
5	BI #4 - Roessler Construction	\$237,520	\$237,520	\$0		\$237,520	100%	\$0	\$0.00
6	BI # 5 - National Fabco - C.O. # 4	\$373,736	\$373,736	\$0		\$373,736	100%	\$0	\$18,687.00
7	BI # 6 - Tile Specialists - C.O. # 3	\$330,629	\$328,860	\$1,769		\$330,629	100%	\$0	\$8,266.00
8	BI # 7 - Advanced Roofing - C.O. # 1	\$416,080	\$413,107	\$0		\$413,107	99%	\$2,973	\$20,655.00
9	BI # 8 - Otto Baum C.O. # 8	\$4,917,297	\$4,889,745	\$26,598		\$4,916,343	100%	\$954	\$245,817.00
10	BI # 9 - Thyssen Krupp - C.O. # 1	\$37,200	\$37,200	\$0		\$37,200	100%	\$0	\$0.00
11	BI # 10 - Stobeck Masonry C.O. # 2	\$1,038,868	\$1,038,868	\$0		\$1,038,868	100%	\$0	\$25,971.00
12	BI # 12 - Borchers Decorating C.O. # 3	\$297,456	\$297,456	\$0		\$297,456	100%	\$0	\$15,347.00
13	BI # 13 - Automatic Fire - C.O. # 1	\$480,400	\$480,400	\$0		\$480,400	100%	\$0	\$24,020.00
14	BI # 14 - McWilliams Mechanical - C.O. # 8	\$1,260,763	\$1,260,763	\$0		\$1,260,763	100%	\$0	\$31,519.00
15	BI # 15 Reliable Mechanical (Heat) - C.O. # 9	\$1,381,173	\$1,381,173	\$0		\$1,381,173	100%	\$0	\$34,529.00
16	BI # 16 Reliable Mechanical (Vent) - C.O. # 12	\$1,536,112	\$1,337,938	\$103,730		\$1,441,668	94%	\$94,444	\$36,042.00
17	BI # 17 - Coleman Electric - C.O. # 3	\$2,770,205	\$2,768,860	\$0		\$2,768,860	100%	\$1,345	\$69,223.00
TOTAL		\$19,186,749	\$18,870,190	\$137,944	\$0	\$19,008,134	99%	\$178,615	\$591,593

AIA DOCUMENT G703*APPLICATION AND CERTIFICATE FOR PAYMENT*MAY 1983 EDITION*AIA
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF ONE

TO (OWNER): Champaign County Board
1776 East Washington Street
Urbana, Illinois, 61802

PROJECT: Champaign County Nursing Home

APPLICATION NO: 45
APPLICATION DATE: 10/25/2006
PERIOD TO: 10/20/2006

Distribution: OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR): PKD, Inc.
P. O. Box 3698
Champaign, Illinois 61826-3698

PKD, Inc.
PROJECT NO: 275

CONTRACT FOR: Construction Management

CONTRACT DATE: 1/23/2003

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$690,705	
Approved this Month			
Number	Date Approved		
Change Order # 1		\$693,000	
Change Order # 2		\$32,108	
Change Order # 3		\$232,785	
TOTALS		\$1,648,598	
Net change by Change Orders		\$957,893	

1. ESTIMATED CONTRACT SUM	\$	\$690,705
2. Net change by Change Orders	\$	\$957,893
3. CONTRACT SUM TO DATE (Line 1+2)	\$	\$1,648,598
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$1,569,699
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	\$0
6. TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$	\$1,569,699
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$1,563,852
8. CURRENT PAYMENT DUE	\$	\$5,847
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	\$78,899

21

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER: PKD, Inc.

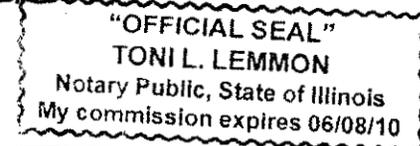
By: Timothy K. Minging Date: 10-25-06

State of Illinois County of: Champaign

Subscribed and sworn to before me this 25th day of October, 2006.

Notary Public: Toni L. Lemmon

My Commission expires: 06/08/10



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 5,847.00
(Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER

By: Timothy K. Minging Date: 10-25-06

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In continuation below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUI 45
 APPLICATION DATE 10/25/2006
 PERIOD TO: 10/20/2006
 PKD PROJECT NC 275

22

M	B	C	D		E	F	G		H	I
	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	ORIGINAL CONTRACT									
	PKD Staff	\$373,879	\$372,308	\$1,571			\$373,879	100%	\$0	\$0
	PKD Preconstruction Fee	\$113,201	\$113,201	\$0			\$113,201	100%	\$0	\$0
	PKD Construction Fee	\$148,515	\$148,515	\$0			\$148,515	100%	\$0	\$0
	Reimbursables	\$55,110	\$38,279	\$301			\$38,580	70%	\$16,530	\$0
	CHANGE ORDER NO. 1, 2, & 3 - GEN. CONDITIONS	\$957,893	\$891,549	\$3,975			\$895,524	93%	\$62,369	\$0
	TOTAL	\$1,648,598	\$1,563,852	\$5,847		\$0	\$1,569,699	95%	\$78,899	\$0

DOCUMENT G703*APPLICATION AND CERTIFICATE FOR PAYMENT* MAY 1983 EDITION*AIA
 AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

Champaign County Nursing Home
 PKD Project No. 275
 Itemized Detail of Costs (Original Contract)

Application No: 45
 Application Date: 10/25/06
 Period From: 9/21/06
 Period To: 10/20/06

Staff (Pre-construction & Construction)						
Description	Scheduled Value	Previously Billed	Hours This Period	Cost This Period	Total Cost to Date	Balance to Complete
Project Exec./Admin.		\$35,496	4	\$272	\$35,768	
Project Engineer II		\$20,424	3	\$111	\$20,535	
Project Accountant		\$6,475	2	\$70	\$6,545	
Senior Project Manager		\$152,150	12	\$600	\$152,750	
Project Engineer		\$139,638	14	\$518	\$140,156	
Estimator		\$6,200	0	\$0	\$6,200	
Chief Estimator		\$0	0	\$0	\$0	
Mechanical Estimator		\$7,425	0	\$0	\$7,425	
Electrical Estimator		\$4,500	0	\$0	\$4,500	
Total Staff	\$373,879	\$372,308	35	\$1,571	\$373,879	\$0

Construction Management Fee (Pre-construction 2/03 through 1/04)

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Construction Management Fee	\$113,201	\$113,201	\$0	\$113,201	\$0

Construction Management Fee (Construction 2/04 through 11/05)

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Construction Management Fee	\$148,515	\$148,515	\$0	\$148,515	\$0

Reimbursables

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Print and Reproduce		\$2,911	\$0	\$2,911	
Construction Photographs		\$835	\$9	\$844	
Field Office Supplies		\$1,120	\$0	\$1,120	
Set Job Trailer		\$1,272	\$0	\$1,272	
Rent Office Trailer		\$11,250	\$0	\$11,250	
Postage		\$3,036	\$0	\$3,036	
Photocopies		\$6,194	\$0	\$6,194	
Field Office Equipment		\$1,054	\$35	\$1,089	
Communications		\$10,572	\$257	\$10,829	
Drinking Water		\$35	\$0	\$35	
Total Reimbursables	\$55,110	\$38,279	\$301	\$38,580	\$16,530

Champaign County Nursing Home
 PKD Project No. 275
 Itemized Detail of Costs (PKD Change Order No. 1)

Application No: 45
 Application Date: 10/25/06
 Period From: 9/21/06
 To: 10/20/06

General Conditions (PKD Change Order No. 1 & No. 3)

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Superintendent	\$391,299	\$406,722	\$3,975	\$410,697	(\$19,398)
Miscellaneous Permits	\$0	\$0	\$0	\$0	\$0
Project Signs	\$1,919	\$1,919	\$0	\$1,919	\$0
Layout by Licensed Surveyor	\$2,142	\$1,642	\$0	\$1,642	\$500
Dumpster	\$60,188	\$63,906	\$0	\$63,906	(\$3,718)
Inspect & Test	\$35,402	\$31,071	\$0	\$31,071	\$4,331
Project Clean-Up	\$9,092	\$7,009	\$0	\$7,009	\$2,083
Clean Glass	\$2,500	\$0	\$0	\$0	\$2,500
Final Clean-Up	\$5,600	\$0	\$0	\$0	\$5,600
Bid Document Distribution	\$995	\$995	\$0	\$995	\$0
Job Office Maintenance	\$250	\$0	\$0	\$0	\$250
Temporary Toilets	\$6,131	\$6,236	\$0	\$6,236	(\$105)
Temp. Elect. Serv. Connection	\$16,639	\$16,639	\$0	\$16,639	\$0
Temp. Water Serv. Connection	\$0	\$0	\$0	\$0	\$0
Temp Gas Service Connection	\$0	\$0	\$0	\$0	\$0
Elect. Power Serv. Connection	\$0	\$0	\$0	\$0	\$0
Water Service Connection	\$0	\$0	\$0	\$0	\$0
Gas/Main Connection	\$500	\$0	\$0	\$0	\$500
Cable TV Connection	\$500	\$0	\$0	\$0	\$500
Electric Power Usage	\$112,508	\$141,905	\$0	\$141,905	(\$29,397)
Partial Winter Protection	\$93,817	\$92,817	\$0	\$92,817	\$1,000
Temporary Heat	\$143,043	\$54,342	\$0	\$54,342	\$88,701
Small Tools/Equipment	\$1,726	\$798	\$0	\$798	\$928
Rectify/Repair	\$1,000	\$0	\$0	\$0	\$1,000
Project Truck	\$604	\$104	\$0	\$104	\$500
Dedication	\$2,500	\$2,242	\$0	\$2,242	\$258
Misc. Site Items	\$5,000	\$232	\$0	\$232	\$4,768
Temp. Roads/Park/Laydown	\$8,809	\$6,809	\$0	\$6,809	\$2,000
Security Fence	\$14,966	\$15,398	\$0	\$15,398	(\$432)
Street Barricades	\$0	\$0	\$0	\$0	\$0
Pumping/Dewatering	\$226	\$226	\$0	\$226	\$0
Dust/Noise Partitions	\$847	\$847	\$0	\$847	\$0
Animal Control A/C	\$7,582	\$7,582	\$0	\$7,582	\$0
Insulation Removal Wing 1, & 3	\$32,108	\$32,108	\$0	\$32,108	\$0
Total General Conditions	\$957,893	\$891,549	\$3,975	\$895,524	\$62,369



Mr. Denny Inman
Champaign County Administrative Services
1776 E. Washington St.
Urbana, IL 61802

29-Sep-06

Champaign County Nursing Home
AHU - Test Phase Services for AHU #3 Booster Fans - August 2006

INVOICE

CM Additional Services for AHU Issue - Test Phase Services
for AHU #3 Booster Fans

11,055

AMOUNT DUE

\$11,055

MFC-MJS/TRM - AHU Issues
MFC- PKD Contract

Description	Quantity	Unit	DPE		Subtotal	Total
			Rate	Unit Cost		
PKD Staff - AHU Issues - TEST PHASE FOR AHU #3 BOOSTER FAN						
OFFICE STAFF:						
Project Executive	34 hrs.		73 \$/hr	\$	2,482	
Senior Project Manager	32 hrs.		53 \$/hr	\$	1,696	
Project Engineer	5 hrs.		40 \$/hr	\$	200	
Total Staff					\$ 4,378	
Fee on Office Staff			0.70		\$ 3,065	
Total Increase Office Staff & Fee						\$ 7,443
SUPERINTENDENT						
Project Superintendent	43 hrs.		56 \$/hr	\$	2,408	
Total Superintendent					\$ 2,408	
Fee on Superinendent Staff			0.50		\$ 1,204	
Total Increase Superintendent Staff & Fee						\$ 3,612
TOTAL AHU STAFF EXPENSE & FEE - TEST PHASE FOR AHU #3 BOOSTER FAN						\$ 11,055



Mr. Denny Inman
Champaign County Administrative Services
1776 E. Washington St.
Urbana, IL 61802

29-Sep-06

Champaign County Nursing Home
AHU - Pre-Test Phase Services - May 2006 through July 2006

INVOICE

CM Additional Services for AHU Issue - Pre-Test Phase Services

18,486

AMOUNT DUE

\$18,486

MFC-MJS/TRM - AHU Issue
MFC-PKD Contract

Description	Quantity	Unit	DPE Rate	Unit Cost	Subtotal	Total
PKD PRELIMINARY WORK - AHU ISSUE - PRE-TEST PHASE SERVICES INVESTIGATION/ESTIMATES/COORDINATION/MEETINGS						
PKD Staff - AHU Issues - MAY 2006						
OFFICE STAFF:						
Project Executive	13 hrs.		73 \$/hr	\$	949	
Senior Project Manager	0 hrs.		53 \$/hr	\$	-	
Project Engineer	0 hrs.		40 \$/hr	\$	-	
Total Staff					\$	949
Fee on Office Staff			0.70		\$	664
Total Increase Office Staff & Fee						\$ 1,613
SUPERINTENDENT						
Project Superintendent	0 hrs.		56 \$/hr	\$	-	
Total Superintendent					\$	-
Fee on Superinendent Staff			0.50		\$	-
Total Increase Superintendent Staff & Fee						\$ -
TOTAL AHU STAFF EXPENSE & FEE - MAY 2006						\$ 1,613
PKD Staff - AHU Issues - JUNE 2006						
OFFICE STAFF:						
Project Executive	18 hrs.		73 \$/hr	\$	1,314	
Senior Project Manager	85 hrs.		53 \$/hr	\$	4,505	
Project Engineer	14 hrs.		40 \$/hr	\$	560	
Estimating	8 hrs.		50 \$/hr	\$	400	
Total Staff					\$	6,779
Fee on Office Staff			0.70		\$	4,745
Total Increase Office Staff & Fee						\$ 11,524
SUPERINTENDENT						
Project Superintendent	7 hrs.		56 \$/hr	\$	392	
Total Superintendent					\$	392
Fee on Superinendent Staff			0.50		\$	196
Total Increase Superintendent Staff & Fee						\$ 588
TOTAL AHU STAFF EXPENSE & FEE - JUNE 2006						\$ 12,112
PKD Staff - AHU Issues - JULY 2006						
OFFICE STAFF:						
Project Executive	19 hrs.		73 \$/hr	\$	1,387	
Senior Project Manager	22 hrs.		53 \$/hr	\$	1,166	
Project Engineer	0 hrs.		40 \$/hr	\$	-	
Total Staff					\$	2,553
Fee on Office Staff			0.70		\$	1,787
Total Increase Office Staff & Fee						\$ 4,340
SUPERINTENDENT						
Project Superintendent	5 hrs.		56 \$/hr	\$	280	
Total Superintendent					\$	280
Fee on Superinendent Staff			0.50		\$	140
Total Increase Superintendent Staff & Fee						\$ 420
TOTAL AHU STAFF EXPENSE & FEE - JULY 2006						\$ 4,760
TOTAL OFFICE STAFF & FEE - MAY through AUGUST						\$ 17,478
TOTAL GENERAL CONDITIONS - SUPERINTENDENT STAFF & FEE						\$ 1,008
TAL AHU STAFF EXPENSE & FEE - AHU - PRE-TEST PHASE SERVICES						\$ 18,486



ENGINEERS AND ASSOCIATES, INC.
Mechanical & Electrical Consulting Engineers

1615 South Neil St. • Champaign, IL 61820
Tel: (217) 356-0536 • Fax: (217) 356-1092
ksiuts@ghrinc.com • FEIN: 37-0860182

October 16, 2006
Project No: 6148.0000
Invoice No: 0015741

Mr. Denny Inman
Champaign County
1776 East Washington
Urbana IL 61802

Project: 6148.0000 Champaign County Nursing Home Assistance

Professional Services: September 3, 2006 through September 30, 2006

Task: 002 HVAC System Review

Professional Personnel

	Hours	Rate	Amount
Principal			
Gleason, James N.	22.50	140.00	3,150.00
Kienzler, Lawrence R.	8.50	122.80	1,043.80
Employee			
Gee, Trini D.	1.50	41.80	62.70
Hicks, Shannon	0.50	65.30	32.65
Totals	33.00		4,289.15
Total Labor			4,289.15
			Total this task \$4,289.15
			Total this invoice \$4,289.15



ENGINEERS AND ASSOCIATES, INC.
Mechanical & Electrical Consulting Engineers

1615 South Neil St. • Champaign, IL 61820
Tel: (217) 356-0536 • Fax: (217) 356-1092
ksiuts@ghrinc.com • FEIN: 37-0860182

November 6, 2006
Project No: 6148.0000
Invoice No: 0015815

Mr. Denny Inman
Champaign County
1776 East Washington
Urbana IL 61802

Project: 6148.0000 Champaign County Nursing Home Assistance

Professional Services: October 1, 2006 through October 28, 2006

Task: 002 HVAC System Review

Professional Personnel

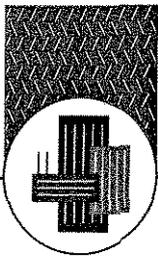
	Hours	Rate	Amount
Principal			
Gleason, James N.	13.00	140.00	1,820.00
Kienzler, Lawrence R.	32.00	122.80	3,929.60
Employee			
Gee, Trini D.	3.00	41.80	125.40
Hicks, Shannon	1.50	65.30	97.95
Vreeman, Ken	2.75	60.98	167.70
Totals	52.25		6,140.65
Total Labor			6,140.65

Total this task \$6,140.65

Total this invoice \$6,140.65

Outstanding Invoices

Number	Date	Balance
0015741	10/16/06	4,289.15
Total		4,289.15



October 26, 2006

Mr. Denny Inman
County Administrator
Champaign County Administrative Services
Brookens Administrative Center
1776 East Washington Street
Urbana, Illinois 61802

Invoice Number 12163
Project Number 1076
Terms Net 30 Days

Professional Industrial Hygiene Services from August 19, 2002 through October 12, 2006 for 3rd quarter air monitoring related to the Champaign County Nursing Home.

Professional Fees:

Principal	6.75 hours @ \$150.00	\$1,012.50
Industrial Hygienist	53.00 hrs @ \$65.00	\$3,445.00
Administrative Assistant	7.5 hours @ \$35.00	<u>\$262.50</u>

Total Professional Fees \$4,720.00

Direct Expenses:

Delivery	\$111.22
Meals (Four days)	\$140.00
Mileage	\$226.06
Lodging (Four nights)	\$310.80

Laboratory fees:

Spore trap analysis 85 @ \$39	\$3,315.00
Culturable air, standard fungus analysis 85 @ \$40	\$3,400.00
Tape lift samples 2 @ \$33	<u>\$66.00</u>

Total Direct Expenses \$7,569.08

TOTAL DUE THIS INVOICE: \$12,289.08



BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

THOMAS B. BERNIS
EDWARD L. CLANCY
CHRISTOPHER BILLING

DONALD WAUTHIER

BRIAN CHAILLE
DENNIS CUMMINS
MEG GRIFFIN

MICHAEL BERNIS
OF COUNSEL

STATEMENT #2

September 29, 2006

Mr. Denny Inman, Administrator for
Facilities Management & Procurement
CHAMPAIGN COUNTY
1776 East Washington
Urbana, IL 61802

ATTN: Alan Reinhart, Supervisor of Building Maintenance

Professional Services required from November 19, 2005 to September 23, 2006 with regard to **Civil Engineering and Surveying Services for the Art Bartell Road Extension and Water Main Extension, Champaign County East Campus / County Nursing Home Site, Champaign County, Illinois.**

Services include:

- Field staking at water main extension
- Observation of the construction at the water main
- Observation of the water main testing
- Preparation of test report and certification documents and submittal to Illinois American Water Company
- Coordination with Illinois American Water Company with regard to additional required documentation
- Coordination with the contractor to supply required additional data
- Supervision and review of all work performed by a Professional Engineer / Surveyor / Principal of the Firm.

cc: Jeff Blue
o:\bcabills\4605-33B

Services authorized by Mr. Denny Inman in accordance with our proposal dated March 31, 2005 for estimated Fees and Expenses of \$37,100.

Professional Grade 7	4.00 hours @	\$110	\$ 440.00
Professional Grade 6	12.00 hours @	86	1,032.00
Professional Grade 1	7.25 hours @	40	290.00
Two Person Survey Crew	6.00 hours @	96	576.00
Technician Grade 4	4.00 hours @	50	200.00
Technician Grade 3	35.00 hours @	46	1,610.00
Technician Grade 1	31.25 hours @	34	<u>1,062.50</u>
			\$5,210.50

Miscellaneous expenses and materials expended during the course of the work:

CD ROM	20.00	
Field expenses	37.50	
Mileage	82.50	
Photocopies	14.40	
Plan sheet copies	46.40	
Postage	5.26	<u>206.06</u>

TOTAL AMOUNT DUE **\$5,416.56**

SUMMARY OF STATEMENTS

	<u>Statement</u>	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
#1	November 30, 2005	\$28,971.00	\$789.20	\$29,760.20
#2	September 29, 2006	<u>5,210.50</u>	<u>206.06</u>	<u>5,416.56</u>
	TOTAL	\$34,181.50	\$995.26	\$35,176.76
	Payment received, thank you			<u>29,760.20</u>
	BALANCE NOW DUE			\$ 5,416.56

Respectfully submitted,
BERNS, CLANCY AND ASSOCIATES, P.C.

Thomas Berns

Thomas B. Berns, P.E., L.S., President





BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

STATEMENT #2

September 29, 2006

THOMAS B. BERNS
EDWARD L. CLANCY
CHRISTOPHER BILLING

DONALD WAUTHIER

BRIAN CHAILLE
DENNIS CUMMINS
MEG GRIFFIN

MICHAEL BERNS
OF COUNSEL

Mr. Denny Inman, Administrator
Facilities Management & Procurement
CHAMPAIGN COUNTY
1776 East Washington
Urbana, IL 61802

ATTN: Alan Reinhart, Supervisor of Building Maintenance

Professional Services required from November 19, 2005 to September 23, 2006 with regard to **Professional Engineering Services for an Interim Stormwater Management Plan Study and Design Related to New Champaign County Nursing Home Site Development / Champaign County East Campus, Champaign County, Illinois.**

Task 2 – Interim Stormwater Management Plan

Services authorized by the Champaign County Board on July 8, 2004 in accordance with our proposal dated April 27, 2004 for estimated Fees and Expenses for **Task 2 Services Phase A – Study of \$6,300 and Phase B – Design of \$12,200 for a total of \$18,500.**

<u>Phase</u>	<u>Contract Amount</u>	<u>Percent Complete</u>	<u>Amount Billed</u>
Study	\$ 6,300	100%	\$6,300.00
Design	<u>12,200</u>	100%	<u>12,200.00</u>
TOTAL	\$18,500	----	\$18,500.00
Less amount previously billed			<u>- 7,440.00</u>
BALANCE NOW DUE			\$11,060.00

SUMMARY OF STATEMENTS

	<u>Statement</u>	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
#1	November 30, 2005	\$ 7,440.00	\$0.00	\$ 7,440.00
#2	September 29, 2006	<u>11,060.00</u>	<u>0.00</u>	<u>11,060.00</u>
	TOTAL	\$18,500.00	\$0.00	\$18,500.00
	Payment received, thank you			<u>7,440.00</u>
	BALANCE NOW DUE			\$11,060.00

Respectfully submitted,
BERNS, CLANCY AND ASSOCIATES, P.C.

Thomas Berns

Thomas B. Berns, P.E., L.S., President





BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

THOMAS B. BERNs
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BRIAN CHAILLE
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MEG GRIFFIN

MICHAEL BERNs
OF COUNSEL

STATEMENT #2

September 29, 2006

Mr. Denny Inman, Administrator for
Facilities Management & Procurement
CHAMPAIGN COUNTY
1776 East Washington
Urbana, IL 61802

Professional Services required from November 19, 2005 to September 23, 2006 with regard to **Professional Consulting, Engineering, and Surveying Services for Miscellaneous Tasks and On-Site Storm Sewer and Drainage Revisions Related to New Champaign County Nursing Home Site Development / Champaign County East Campus, Champaign County, Illinois.**

Task 1 – General Consultation for Miscellaneous Nursing Home Site Issues

- Final revisions to exhibits prepared for curb island revisions
- Transmittal of copies of exhibits to PKD for bidding
- Field staking of the drainage infrastructure and curb island changes for the contractor at the request of Alan Reinhart and PKD
- Review of shop drawing submittals for the revised work described in the exhibits
- Preparation of staking sheets, cut sheets, and data for the contractor's use on the site
- Staking of aggregate base course grade in the parking lots for the Champaign County Highway Department
- Communications with the water company the Urbana Fire Department with regard to the water main extensions and hydrant placement in the area of the Nursing Home

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Champaign County Nursing Home Site

Statement #2

September 29, 2006

Page 2 of 3

- Limited on-site construction observation just to answer questions when they arose
- Communications with Urbana Permitting Staff with regard to questions for the issuance of construction permits for the changed work
- Communications with PKD with regard to requested revisions in the work
- Supervision and review of all work performed by a Professional Engineer / Surveyor / Principal of the Firm.

Services authorized by the Champaign County Board on July 8, 2004 in accordance with our proposal dated April 27, 2004 on an hourly basis as requested by Champaign County Staff.

Professional Grade 7	4.00 hours @	\$110	\$ 440.00
Professional Grade 6	26.00 hours @	86	2,236.00
Professional Grade 4	22.25 hours @	58	1,290.50
Professional Grade 1	3.50 hours @	40	140.00
Two-Person Survey Crew	25.00 hours @	98	2,450.00
Technician Grade 4	3.75 hours @	50	187.50
Technician Grade 3	11.75 hours @	46	540.50
Technician Grade 2	3.50 hours @	42	147.00
Technician Grade 1	10.00 hours @	34	340.00
			<u>\$ 7,771.50</u>

Miscellaneous expenses and materials expended during the course of the work:

Color plot paper	15.00		
Field expenses	157.75		
Mileage	11.50		
Photocopies	21.60		
Plan sheet copies	74.00		
Postage	12.90		
			<u>292.75</u>

TOTAL AMOUNT DUE

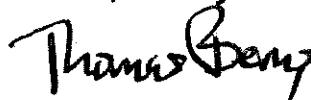
\$ 8,064.25



SUMMARY OF STATEMENTS

	<u>Statement</u>	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
#1	November 30, 2005	\$10,063.00	\$1,274.96	\$11,337.96
#2	September 29, 2006	<u>7,771.50</u>	<u>292.75</u>	<u>8,064.25</u>
	TOTAL	\$17,834.50	\$1,567.71	\$19,402.21
	Payment received, thank you			<u>11,337.96</u>
	BALANCE NOW DUE			\$ 8,064.25

Respectfully submitted,
Berns, Clancy and Associates, P.C.



Thomas B. Berns, P.E., L.S., President



Prepared By: E Boatz /November 8, 2006

OUTSTANDING INVOICES RELATED TO MOLD REMEDIATION

1159224	3/10/2006	\$15,965.16	Mold Remediation
1168694	4/18/2006	\$16,695.25	Mold Remediation
1177153	5/18/2006	\$2,246.50	Mold Remediation
1183007	6/15/2006	\$864.00	Mold Remediation
1183008	6/15/2006	\$6,022.03	Mold Remediation
1189732	7/18/2006	\$13,009.75	Mold Remediation
1196010	8/11/2006	\$5,175.00	Mold Remediation
1202852	9/15/2006	\$16,345.66	Mold Remediation

\$76,323.35 TOTAL OUTSTANDING INVOICES TO DATE

SUMMARY OF INVOICES

Mold Remediation	\$155,494.47	Invoices Paid by NH Construction
	\$0.00	Invoices Paid by Nursing Home
	\$76,323.35	Invoices Outstanding
Certificate of Need	\$44,759.54	Invoices Paid by NH Construction
	\$201,276.71	Invoices Paid by Nursing Home
	\$0.00	Invoices Outstanding
General Representation	\$44,533.21	Invoices Paid by NH Construction
	\$6,773.64	Invoices Paid by Nursing Home
	\$0.00	Invoices Outstanding
Courthouse Construction (per State's Attorney Request)	\$272.00	Invoices Paid by Courts Construction
	\$0.00	Invoices Outstanding
Sale of Property	\$565.50	Invoices Paid by NH Construction
	\$0.00	Invoices Outstanding
Mediation	\$779.92	Invoices Paid by NH Construction
	\$0.00	Invoices Outstanding

\$530,778.34 TOTAL CHARGES TO DATE

Prepared By: E Boatz /November 8, 2006

PAYMENTS MADE TO DUANE MORRIS, LLP

NOTE: Highlighting represents payments made by Nursing Home

INVOICE #	INVOICE DATE	INVOICE AMOUNT	DATE PAID	SERVICE DESCRIPTION
1098576	6/14/2005	\$9,607.90	7/29/2005	Mold Remediation
1107659	7/26/2005	\$205.00	9/30/2005	Mold Remediation
1107660	7/26/2005	\$24,386.70	9/23/2005	Mold Remediation
1113580	8/9/2005	\$16,994.60	10/21/2005	Mold Remediation
1117985	9/13/2005	\$28,611.91	10/21/2005	Mold Remediation
1123872	10/10/2005	\$32,909.05	11/18/2005	Mold Remediation
1130776	11/8/2005	\$34,746.86	12/22/2005	Mold Remediation
1140067	12/15/2005	\$6,649.00	2/28/2006	Mold Remediation
1145927	1/16/2006	\$1,383.45	2/28/2006	Mold Remediation
939471	6/12/2003	\$1,125.00	7/25/2003	Certificate of Need
945090	7/14/2003	\$10,742.60	8/29/2003	Certificate of Need
952078	8/14/2003	\$3,638.52	10/10/2003	Certificate of Need
957685	9/11/2003	\$1,464.70	10/10/2003	Certificate of Need
965521	10/16/2003	\$13,689.92	11/13/2003	Certificate of Need
969839	11/7/2003	\$18,461.23	12/5/2003	Certificate of Need
978374	12/9/2003	\$32,603.10	1/15/2004	Certificate of Need
1361	12/5/2003	\$4,598.29	1/15/2004	Certificate of Need
986051	1/23/2004	\$8,196.49	3/19/2004	Certificate of Need
998172	3/17/2004	\$21,628.25	4/22/2004	Certificate of Need
1003776	4/13/2004	\$942.50	6/30/2004	Certificate of Need
1011115	5/12/2004	\$1,742.00	6/30/2004	Certificate of Need
1017303	6/8/2004	\$334.00	6/30/2004	Certificate of Need
1023510	7/8/2004	\$2,242.50	7/30/2004	Certificate of Need
1059748	12/13/2004	\$240.50	12/22/2004	Certificate of Need
1066101	1/14/2005	\$130.00	2/10/2005	Certificate of Need
1072908	2/17/2005	\$1,612.10	2/28/2005	Certificate of Need
1075476	3/7/2005	\$311.60	3/31/2005	Certificate of Need
1084475	4/13/2005	\$8,445.40	5/12/2005	Certificate of Need
1084476	4/13/2005	\$1,423.00	5/12/2005	Certificate of Need
1093894	5/23/2005	\$5,983.65	6/24/2005	Certificate of Need
1098576	6/14/2005	\$12,098.36	7/29/2005	Certificate of Need
1107658	7/26/2005	\$5,498.00	9/20/2005	Certificate of Need
1110233	8/9/2005	\$9,840.25	9/20/2005	Certificate of Need
1117983	9/13/2005	\$7,933.40	9/20/2005	Certificate of Need
1125060	10/12/2005	\$11,803.00	11/4/2005	Certificate of Need
1130775	11/8/2005	\$11,370.21	11/30/2005	Certificate of Need
1140066	12/15/2005	\$12,750.10	2/28/2006	Certificate of Need
1145925	1/16/2006	\$3,178.14	2/28/2006	Certificate of Need
1159221	3/10/2006	\$11,381.48	10/20/2006	Certificate of Need
1168692	4/18/2006	\$7,049.00	10/20/2006	Certificate of Need
1183006	6/15/2006	\$43.50	10/20/2006	Certificate of Need
1189730	7/18/2006	\$1,584.00	10/20/2006	Certificate of Need
1196008	8/11/2006	\$2,161.50	10/20/2006	Certificate of Need
1202850	9/15/2006	\$9,789.96	10/20/2006	Certificate of Need
1045557	10/11/2004	\$260.00	10/29/2004	General Representation

1051813	11/9/2004	\$195.00	11/30/2004	General Representation
1107659	7/26/2005	\$812.00	9/20/2005	General Representation
1093895	8/9/2005	\$1,749.80	9/20/2005	General Representation
1117984	9/13/2005	\$205.00	9/20/2005	General Representation
1125061	10/12/2005	\$646.00	11/4/2005	General Representation
1145926	1/16/2006	\$205.00	2/28/2006	General Representation
1168693	4/18/2006	\$2,700.84	6/16/2006	General Representation
1159222	3/10/2006	\$15,774.20	10/20/2006	General Representation
1177153	5/18/2006	\$6,479.89	10/20/2006	General Representation
1183007	6/15/2006	\$6,990.75	10/20/2006	General Representation
1189731	7/18/2006	\$5,633.65	10/20/2006	General Representation
1196009	8/11/2006	\$6,022.24	10/20/2006	General Representation
1202851	9/15/2006	\$3,632.48	10/20/2006	General Representation
1183006	6/15/2006	\$565.50	11/08/069	Sale of NH Property
	8/29/2006	\$779.92	11/8/2006	Hinshaw & Culbertson LLP (Mediation w/Otto Baum & PKD)
1113453	8/22/2006	<u>\$272.00</u>	9/23/2005	Courthouse Construction
		\$454,454.99	TOTAL INVOICES PAID TO DATE	

- NEW YORK
- LONDON
- CHICAGO
- HOUSTON
- PHILADELPHIA
- SAN DIEGO
- SAN FRANCISCO
- DETROIT
- BOSTON
- WASHINGTON, DC
- ATLANTA
- MIAMI
- PITTSBURGH
- NEWARK
- ALLENTOWN
- WILMINGTON
- CHERRY HILL
- HARRISBURG
- BANGOR
- PRINCETON
- PALM BEACH
- WESTCHESTER

NEVILLE M. BILIMORIA
 DIRECT DIAL: 312.499.6758
 E-MAIL: NMBilimoria@duanemorris.com

www.duanemorris.com

November 6, 2006

VIA EMAIL, FAX AND FEDERAL EXPRESS

Mr. Jeffrey Mark
 Executive Secretary
 Illinois Health Facilities Planning Board
 525 West Jefferson Street, 2nd Floor
 Springfield, IL 62761

**Re: Champaign County Nursing Home
Project No. 03-085 ("Project")
Combined Request for Alteration AND Request for Permit Renewal**

Dear Mr. Mark:

Pursuant to Section 1130.750 of the Illinois Health Facilities Planning Board's ("State Board") Procedural Rules ("Rules"), on behalf of Champaign County Nursing Home and Champaign County ("County"), the permit holder for the Champaign County Nursing Home ("CCNH") replacement facility, Project No. 03-085 ("Project"), please consider the following proposed alteration request and permit renewal request regarding the captioned Project. The \$1000 and \$500 checks, respectively, for the State Board fees have been submitted via hand delivery to the State Board staff.

History of the Project

The County prepared a Certificate of Need ("CON") application to obtain a permit to build a bed-for-bed replacement nursing home consisting of 209 nursing beds. The reason for the replacement facility was because the current CCNH is deteriorating as some parts are almost 100 years old. Funding for the Project was approved by a referendum of the taxpayers of Champaign County. Ultimately, the Project was approved unanimously by the State Board on February 18, 2004 and confirmed in an official letter dated April 18, 2004. The approved Project cost was \$21,439,000.

Initially, the Project went well: ahead of schedule and under budgeted costs. However, in the Spring of 2005, it was discovered that the construction costs originally approved by the State Board would have to be increased due to higher than expected steel prices, and a glut of

construction contracts which raised initial estimates of contractor work on the Project. The County prepared an alteration request according to the State Board's rules to alter the scope of the Project by increasing one line item for Project costs. The increase in the new construction line item for the Project, however, did not affect the overall cost of the Project due to money used from the Project contingency line item to cover the line item increase. The County's first alteration request was presented at the State Board's May 3, 2005 meeting and was approved unanimously.

Thereafter, the County became aware of potential mold and possible cost-related issues. The County immediately met with representatives of the State Board to discuss compliance with State Board rules. On May 18, 2005, the County went to Springfield to meet with representatives of the State Board and, separately, with the Illinois Department of Public Health's ("IDPH") Division of Long Term Care architects, and the Division of Long Term Care, Life Safety Code, Field Operations staff to notify them of the ongoing mold issues and the County's desire to work with the State to resolve the problem as efficiently and openly as possible.

At that time, the County was also discussing with the State Board the possible addition of 34 nursing beds and discontinuation of the 34 sheltered care beds under the Project. The County was contemplating this addition due to the fact that a nearby ManorCare facility was discontinuing 100 nursing beds. The County discussed with the State Board staff the propriety of altering the Project to add the nursing beds, and the procedure to use to effectuate that request. The County filed a second alteration request ("2nd Alteration Request") on May 9, 2005 to increase the number of nursing care beds under the Project, from 209 to 243 nursing beds.

For various reasons, including the fact that ManorCare had not discontinued the 100 nursing care beds as it had originally planned to discontinue, the County requested a deferral on the 2nd Alteration Request at the June 23, 2005 State Board meeting. The 2nd Alteration Request was then placed on the August 4, 2005 State Board agenda.

The Project needed to be obligated on or before August 18, 2005, but that the County did not, at that time, have a complete understanding of the full magnitude of the mold issues and the mold remediation needed. Due to the obligation period, the County filed a July 1, 2005 request for an extension of the obligation period for the Project to allow time to properly estimate additional costs for the mold remediation, and to attempt to come to an acceptable solution for the mold remediation.

On August 4, 2005, the State Board unanimously approved the extension of the obligation period, and extended the obligation period to November 18, 2005, the maximum extension allowed under the rules. As for the 2nd Alteration Request, the State Board requested the County to ask for another deferral because of questions the State Board had related to rules

interpretation on how to properly add beds to a CON. It is important to note that the County proceeded with the 2nd Alteration Request only after consultation with staff of the State Board. The County deferred the 2nd Alteration Request in accordance with State Board rules. This deferral triggered a series of discussions involving the State Board staff regarding the propriety of the 34 bed alteration request and the applicability of the rules regarding same.

Simultaneously, the County recognized that reimbursement from third parties for the mold-related issues at the replacement facility would be difficult to achieve without first filing for an additional alteration to the CON amount as required by the State Board's rules. Therefore, on September 16, 2005, given the status of the Project and State Board rules, the County filed the third alteration request ("3rd Alteration Request") to increase the Project costs to reflect the potential costs for mold remediation. The 3rd Alteration Request sought approval by the State Board of a \$1,785,932.72 increase in Project costs to account for the mold remediation efforts projected by the County. The 3rd Alteration Request was approved by the State Board unanimously at its meeting on November 1, 2005. The Project, after the remediation costs were approved, was then obligated timely on November 18, 2005.

The 2nd Alteration Request request was later approved on January 23, 2006 by the State Board for an additional 34 beds, an alteration which, again, resulted in no increased costs to the Project.

Recent Challenges to the Project

After the mold remediation was completed, the facility began to get ready to open and to put the finishing touches on the facility. The County even held an open house for the Champaign County community for the new facility in May, 2006. During this process, it became clear that the facility's heating, ventilation, and air-conditioning ("HVAC") system was not operating properly. After an exchange of correspondence and a series of meetings with the architect and other contractors, it was discovered that, in the County's opinion and belief, the architect had improperly specified the HVAC units for the facility. The result is that the existing HVAC units may have to be replaced or reworked substantially to provide a proper HVAC system for the facility.

The County has been acting responsibly and with all deliberate speed to attempt to open the facility as soon as possible. However, complications and disputes with the architect on the Project have resulted in further delays and problems with identifying a satisfactory resolution to the HVAC system. What remains currently is an unfinished Project, held up by the inability of the architect to come to terms on the proper solution for the HVAC system. Finally, after much work continuously with the architect, the County decided on a proposed solution to the problem of inadequate airflow: to install specified in-line fans in the facility to facilitate airflow through the ventilation system.

It is important to note that the HVAC problem occurred due to no fault of the County. The County could not foresee this problem happening earlier. The County did everything in its power to prevent this situation from occurring, and had even hired one of the most well-recognized and experienced nursing home architectural firms in Illinois.

I. Proposed Alteration Request

As soon as the County discovered the HVAC problem could possibly entail a substantial increase in Project costs, the County, once again, acted proactively. On August 2, 2006, representatives from the County Board met with Donald Jones, Chief of the Program Review Section, and Mike Mills, Compliance Division, at the Illinois Health Facilities Planning Board's office in Springfield.

Champaign County now requests this alteration to the Project costs to allow for expenses related to the HVAC problem. It is important to note that the HVAC problem was not caused by any action or inaction of the County itself, but, in the County's opinion, is a direct result of the actions of the architect providing improper calculations for the current HVAC system.

After months of testing and consultation with experts, Champaign County has carefully considered this in-line fan solution to the HVAC problem. The HVAC solution is not anticipated to affect the structural soundness of the Project in any way, and is being done solely to provide adequate environment for the workers and residents of the future site of the Champaign County nursing home. Although cost considerations are seriously being taken into account, we provide the following estimates for the HVAC Project costs and the basis for this alteration request.

TABLE ONE
HVAC ALTERATION REQUEST NOVEMBER 6, 2006

Use of Funds	Estimated Cost
---------------------	-----------------------

Site Preparation and duct work/reports to Illinois Department of Public Health	\$201,988
Ventilation & HVAC Work/installation of in-line fans	\$717,677.81
Electrical work	\$7,545
Consulting and Other fees	\$68,500.04 [GHR \$38,959.04 + PKD \$29,541.00]

Mr. Jeffrey Mark
 November 6, 2006
 Page 5

Contingencies for HVAC work \$99,571.09 [suggest plus 10% for contingency]

Total cost estimate for mold remediation and added costs \$1,095,281.94 [under \$1.16 million]

The above estimate is for HVAC purposes only. The Project still maintains appropriate amounts that were budgeted for the already approved Project costs. Despite past alterations, this is only the County's second request to alter the cost for the Project. This alteration, also, is not due to any negligence, inadequate planning, or mismanagement on the part of Champaign County, and is a result of a combination of factors which were out of the County's control and which are still being explored today.

As you know, only the nursing care component of the Project is subject to review by the State Board. Table Two below displays the original total Project costs which were unanimously approved by the Board.

Use of Funds	Nursing Care Component	Shelter Care Component	Other Components	Total
Preplanning Costs	\$101,811	\$16,563	\$9,626	\$128,000
Site Survey / Soil Investigation	\$14,317	\$2,329	\$1,354	\$18,000
Site Preparation	\$1,428,220	\$232,351	\$135,029	\$1,795,600
New Construction	\$12,896,854	\$2,098,130	\$1,219,315	\$16,214,299
Contingencies	\$1,001,488	\$162,928	\$94,684	\$1,259,100
A & E Fees	\$890,848	\$144,928	\$84,224	\$1,120,000
Consulting & Other Fees	\$270,516	\$44,009	\$25,576	\$340,101
Movable Equipment	\$123,287	\$20,057	\$11,656	\$155,000
Bond Issuance Expense	\$165,602	\$26,941	\$15,657	\$208,200
FMV Leased Equipment	\$149,694	\$24,353	\$14,152	\$188,199
Other Costs	\$9,944	\$1,618	\$940	\$12,502
TOTALS	\$17,052,581	\$2,774,207	\$1,612,213	\$21,439,000
Source of Funds				
Cash & Securities	\$745,298	\$121,249	\$70,463	\$937,010
Gifts & Bequests	\$159,080	\$25,881	\$15,040	\$200,001
Bond Issues	\$15,998,509	\$2,602,724	\$1,512,557	\$20,113,790
FMV Leases	\$149,694	\$24,353	\$14,153	\$188,200
TOTALS	\$17,052,581	\$2,774,207	\$1,612,213	\$21,439,000

Mr. Jeffrey Mark
 November 6, 2006
 Page 6

The new construction line item was increased due to circumstances beyond the County's control, and the below alteration (Table 3) was approved unanimously by the Board on May 3, 2005.

Use of Funds	Nursing Care Component	Shelter Care Component	Other Components	Total
New Construction	\$13,802,735 (or + \$905,881)	\$2,245,504 (or + \$147,373.66)	\$1,304,960 (or + \$85,645.28)	\$17,353,199

The State Board approved unanimously the County's mold remediation alteration which resulted in new project costs and sources of funds as follows in Table Four.

Use of Funds	Nursing Care	Other	Total
Preplanning	\$118,374	\$9,626	\$128,000
Site Survey / Soil Investigation	\$16,646	\$1,354	\$18,000
Site Preparation	\$1,660,571	\$135,029	\$1,795,600
New Construction	\$16,048,239	\$1,304,960	\$17,353,199
Contingencies	\$111,161	\$9,039	\$120,200
A & E Fees	\$1,035,776	\$84,224	\$1,120,000
Consulting & Other Fees	\$314,524	\$25,576	\$340,100
Movable Equipment	\$143,344	\$11,656	\$155,000
Bond Issuance Expense	\$192,543	\$15,657	\$208,200
FMV Leased Equipment	\$174,047	\$14,152	\$188,199
Other Costs	\$11,562	\$940	\$12,502
Mold Remediation	\$0	\$1,785,933	\$1,785,933
TOTALS	\$19,826,787	\$3,398,146	\$23,224,933
Source of Funds	Nursing Care	Other	Total
Cash & Securities	\$866,547	\$1,856,396	\$2,722,943
Gifts & Bequests	\$184,960	\$15,040	\$200,000
Bond Issues	\$18,601,233	\$1,512,557	\$20,113,790
FMV Leases	\$174,047	\$14,153	\$188,200
TOTALS	\$19,826,787	\$3,398,146	\$23,224,933

The County currently has funds available to pay for the above remediation effort through bonds issued. (See attached Bond Transcript from Deb Busey, County Administrator). It should be noted, however, that the County is in the process of seeking other third party payment for the remediation from a number of sources at this time. All options, including litigation and related settlements, are being considered. It is important to point out the County's belief that these obstacles presented themselves through no fault of the County and the expectation is that there will be minimal, if any, additional cost to the taxpayers of Champaign County.

Table Five below details the sources and uses of funds for the HVAC solution, showing the current alteration request for a Project cost increase which, again, was beyond the County's control.

TABLE FIVE			
CURRENT HVAC SOLUTION ALTERATION REQUEST			
Use of Funds	Nursing Care Component	Other Components	Total
HVAC Solution	\$0	\$1,095,281.94	\$1,095,281.94
Source of Funds			
Bond Financing	\$0	\$1,095,281.94	\$1,095,281.94

The following Table Six discloses the uses and sources of funds when combining Tables One, Two, Three, Four, and Five:

TABLE SIX			
CURRENT HVAC SOLUTION ALTERATION REQUEST			
Use of Funds	Nursing Care Component	Other Components	Total
Preplanning Costs	\$118,374	\$9,626	\$128,000
Site Survey / Soil Investigation	\$16,646	\$1,354	\$18,000
Site Preparation	\$1,660,571	\$135,029	\$1,795,600
New Construction	\$16,048,239	\$1,304,960	\$17,353,199
Contingencies	\$111,161	\$9,039	\$120,200
A & E Fees	\$1,035,776	\$84,224	\$1,120,000
Consulting & Other Fees	\$314,524	\$25,576	\$340,100
Movable Equipment	\$143,344	\$11,656	\$155,000
Bond Issuance Expense	\$192,543	\$15,657	\$208,200
FMV Leased Equipment	\$174,047	\$14,152	\$188,199
Other Costs	\$11,562	\$940	\$12,502
Mold Remediation	\$0	\$1,785,933	\$1,785,933
<i>HVAC Solution</i>	<i>\$0</i>	<i>\$1,095,281</i>	<i>\$1,095,281</i>
TOTALS	\$19,826,787	\$4,493,428	\$24,320,215
Source of Funds			
Cash & Securities	\$2,165,828	\$204,765	\$2,722,942
Gifts & Bequests	\$184,960	\$15,040	\$200,001
Bond Issues	\$18,601,233	\$2,607,838	\$21,209,071
FMV Leases	\$174,047	\$14,153	\$188,200
TOTALS	\$18,473,111.88	\$2,841,796	\$24,320,215

Mr. Jeffrey Mark
 November 6, 2006
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Currently, the Project is approximately 95% complete, but the County still has to deal with the HVAC problem. We provide the amount of funds expended through November 1, 2006 in Table Seven below:

TABLE SEVEN CURRENT PROGRESS REPORT OF PROJECT							
Use of Funds	Funds Expended through November 1, 2006			Approved Project			Variance
	Nursing Care	Other	Total	Nursing Care	Other	Total	
Preplanning	\$118,374	\$9,626	\$128,000	\$118,374	\$9,626	\$128,000	\$0
Site Survey / Soil Investigation	\$16,646	\$1,354	\$18,000	\$16,646	\$1,354	\$18,000	\$0
Site Preparation	\$1,660,571	\$135,029	\$1,795,600	\$1,660,571	\$135,029	\$1,795,600	\$0
New Construction	\$15,513,885	\$1,261,510	\$16,775,395	\$16,048,239	\$1,304,960	\$17,353,199	(\$577,803.66)
Contingencies	\$19,345	\$1,573	\$20,918	\$111,161	\$9,039	\$120,200	(\$99,282)
A & E Fees	\$1,035,776	\$84,224	\$1,120,000	\$1,035,776	\$84,224	\$1,120,000	\$0
Consulting & Other Fees	\$177,025	\$14,395	\$191,420	\$314,524	\$25,576	\$340,100	(\$148,680)
Movable Equipment	\$139,057	\$11,307	\$150,364	\$143,344	\$11,656	\$155,000	(\$4,636)
Bond Issuance Expense	\$19,253	\$15,657	\$208,200	\$192,543	\$15,657	\$208,200	\$0
FMV Leased Equipment	\$174,047	\$14,152	\$188,199	\$174,047	\$14,152	\$188,199	\$0
Other Costs	\$11,562	\$940	\$12,502	\$11,562	\$940	\$12,502	\$0
Mold Remediation	\$0	\$1,675,064	\$1,675,064	\$0	\$1,785,933	\$1,785,933	(\$110,869)
TOTALS	\$18,885,541	\$3,224,831	\$22,283,662	\$19,826,787	\$3,398,146	\$23,224,933	(\$941,271)
Source of Funds	Nursing Care	Other	Total	Nursing Care	Other	Total	
Cash & Securities	\$1,074,176	\$1,537,253	\$2,611,429	\$866,547	\$1,856,396	\$2,722,943	(\$111,514)
Gifts & Bequests	\$177,468	\$14,431	\$191,899	\$184,960	\$15,040	\$200,000	(\$8,101)
Bond Issues	\$17,841,366	\$1,450,768	\$19,292,134	\$18,601,233	\$1,512,557	\$20,113,790	(\$821,656)
FMV Leases	\$174,047	\$14,153	\$188,200	\$174,047	\$14,153	\$188,200	\$0
TOTALS			\$22,283,662	\$19,826,787	\$3,398,146	\$23,224,933	(\$941,271)

II. Proposed Permit Renewal Request

In addition to its alteration request, the County also hereby requests a renewal of its permit. Currently, with the approval of the 3rd Alteration Request for mold remediation, the County is authorized to complete the Project by an expenditure of up to \$23,224,933 dollars and occupy the building by December 31, 2006. In other words, the County's permit expires on January 1, 2007. Given the HVAC problem, the County needs additional time for governmental approvals of the building past the January 1, 2007 date, and requests a new completion date of **August 1, 2007**. The County has been unable to complete the Project within the authorized time because of the HVAC situation above and the intervening time it took for the architect to come to a solution on the problem with the County.

In addition, due to the HVAC problem and the ensuing search for solutions, the facility was unable to obtain final approvals from IDPH architects and health surveyors. The County will therefore also need more time to allow IDPH to perform its final inspection, survey, and other reports on the facility after the HVAC problem is resolved.

What is unusual about this situation is that the County's alteration request is to increase the budgeted costs for the Project for reasons that are not the County's fault. Indeed, the County expects to recoup funds from third parties (or from insurance claims) who it thinks are responsible for the additional costs. The State Board rules, however, make no distinction for this situation, which is why it is necessary for the County to file this combined alteration/permit renewal request at this time.

The County understands that a request for permit renewal will not be approved by the State Board unless the County has its alteration request approved first. After such approval of the alteration request, if the State Board is so inclined, the County will then be able to show that the Project, with the newly approved alteration, will be on schedule to meet that budget, and therefore qualify for a permit renewal.

Mr. Jeffrey Mark
November 6, 2006
Page 11

The HVAC solution has been carefully scrutinized by the County. The County's goal is to provide a new, state of the art facility for its residents. This alteration to the Project cost is absolutely necessary to carry out that goal.

The permit holder requests that the Board place its proposed alteration request and its proposed permit renewal request, respectively, on the Agenda for the December 21-22, 2006 Board meeting. If you have any questions or require additional information, please contact us.

Very truly yours,

Neville M. Bilimoria

NMB/knm

cc: Julia Rietz
J. Steven Beckett
Denny Inman

Mr. Jeffrey Mark
November 6, 2006
Page 12

bcc: Nicholas J. Lynn
Mark Silberman

DM2\866481.3

o



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON
URBANA, IL 61802
(217) 384-3776
(217) 384-3765 – PHYSICAL PLANT
(217) 384-3896 – FAX
(217) 384-3864 – TDD
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PURCHASING
PHYSICAL PLANT
SALARY ADMINISTRATION

November 6, 2006

This document verifies that the Illinois Department of Public Health, Health Facility Planning Board has received the signed request for alteration and request for permit renewal for project No. 03-085, Champaign County Nursing Home, Champaign County.

In addition, this document verifies that the Illinois Department of Public Health, Health Facility Planning Board has received the \$1,000 and \$500 checks, respectively, for the State Board fees.

This document was received by the Illinois Department of Public Health, Health Facility Planning Board representative whose name, job title and signature appear below.

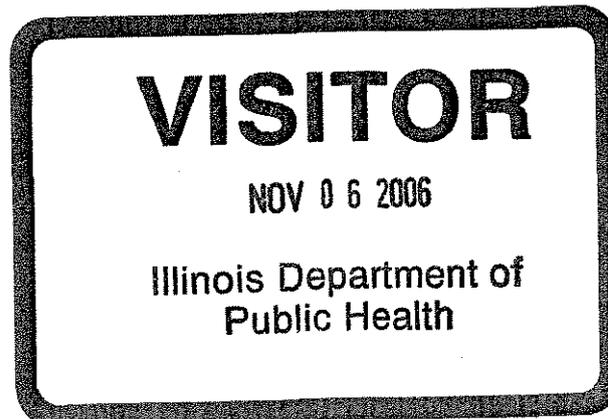
Bonnie Hills
Printed Name

Office Specialist
Job Title

Bonnie Hills
Signature

11-6-06
Date

RECEIVED
NOV 06 2006
HEALTH FACILITIES
PLANNING BOARD



OPTION FOR EASEMENT AGREEMENT

THIS INDENTURE witnesseth that the URBANA PARK DISTRICT, in Champaign County, Illinois, (hereinafter the Grantor) being the owner of the land to be subject to the easements described in Exhibits "A" and "B" (Real Estate), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the additional payment hereinafter provided does hereby grant, convey and warrant to COUNTY OF CHAMPAIGN, ILLINOIS, ("County"), a corporate and body politic organized under the laws of the State of Illinois (hereinafter the Grantee), its successors and assigns, on the terms herein set forth, a perpetual easement, privilege, right and authority to construct, repair, maintain, operate, and inspect pipes and related structures upon, under, and through the Real Estate, as shown upon the plat attached hereto as Exhibit "A" as to the permanent easement. This conveyance shall be effective the date this agreement is recorded with the Champaign County Recorder of Deeds. Design work for future replacement of any part of the infrastructure, which is not in conformity with the original infrastructure, as shown in the approved construction plans, shall be subject to the Park District's approval. Any proposal for future modification to the pipes that will increase the size, depth or capacity of them or the amount and/or rate of waterflow through the pipes cannot be done without the written approval of the Board of Commissioners of the Grantor.

Written notice shall be given to Grantee of any change in ownership of the easement strip during the above option period and in the event such notice is not given any payments due hereunder shall be deemed paid if tendered to Grantors.

Grantee further agrees to the following:

- a. Grantee shall be responsible for all construction costs and work for the installation of the pipes and the planting and reestablishment of vegetation disturbed by the installation.
- b. Soil removed and moved as a result of construction of the pipes management facility will be stored and re-distributed to obtain optimum distribution of soil types to support future park development.
- c. Grantee shall protect the trees in Weaver Park during the installation of the pipes. Grantee can request Grantor to permit the removal of park trees and the District agrees not to withhold approval of reasonable proposals.
- d. Grantee shall be responsible for annual inspection of the piping and related infrastructure and any maintenance required of the pipes shall be Grantee's responsibility. Grantee agrees to replace plantings destroyed as a result of the maintenance. Any maintenance work that includes trimming, cutting or removal of trees, branches, shrubbery, brush or other obstacles or obstructions within the easement strip must be approved by the Grantor before the work is done; Grantor agrees not to withhold approval of reasonable work proposals.

Grantee shall pay for any damages not heretofore paid by it, and it will repair or restore damaged property of the Grantors caused by the construction, maintenance, repair, inspection or removal of said facility or any part thereof. If such damages are not mutually agreed upon the Grantors may at their option, upon written notice to the Grantee, require the matter to be

submitted to the arbitration of three individuals, one of whom shall be selected by the Grantors, one by the Grantee, and the third by the two so selected. Damages determined by a majority of said panel shall be promptly paid by the Grantee. If the amount thereof is equal to or greater than the amount of damages claimed by Grantors, Grantee shall pay all the expenses of arbitration, but if damages are awarded by the arbitrators in less than the amount claimed by Grantors, each party shall pay one-half of such expense.

Grantors shall retain all rights, not hereinbefore granted, to the ownership, use and occupation of the Real Estate, except that the Grantors shall place no permanent building or structure over the stormwater piping system as finally constructed, or any other structure in the permanent easement, in such a manner as to damage the permanent watershed management facility or restrict the operation or maintenance thereof.

This grant shall constitute a covenant which runs with the land, and shall be binding upon the heirs, assigns, and successor of the Grantors, and the terms and conditions herein set forth shall be binding upon the Grantors and the Grantee, its heirs, assigns and successors.

This grant of an option for easement, when accepted by Grantee, shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto and is made with the understanding that Grantee is not bound to do or perform any act, or pay any consideration except as herein or in other written agreements between the parties hereto expressly provided. Grantor shall have the right to construct ball fields, pathways and trails and install vegetation over the easement area as long as the installation does not damage the infrastructure or interfere with the operation or maintenance thereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals.

voluntary acts, and as the free and voluntary act of said COUNTY OF CHAMPAIGN,
ILLINOIS, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2006.

Notary Public

EXERCISE OF OPTION

The above option has been exercised as of _____, 200__.

10/6/06

SURVEYOR'S REPORT

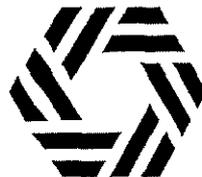
I, THOMAS B. BERNS, ILLINOIS PROFESSIONAL LAND SURVEYOR 2006 AND PRESIDENT OF BERNS, CLANCY AND ASSOCIATES, P.C. DO HEREBY STATE THAT AT THE REQUEST OF AND FOR THE EXCLUSIVE BENEFIT OF THE URBANA PARK DISTRICT, I PREPARED THE FOLLOWING DESCRIPTION AND ACCOMPANYING PLAT OF PERMANENT PUBLIC STORM SEWER EASEMENT PROPOSED TO BE GRANTED TO THE COUNTY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, SAID PROPOSED PERMANENT PUBLIC STORM SEWER EASEMENT BEING OVER, UNDER, ACROSS AND THROUGH A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 9 EAST AND A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STATE OF ILLINOIS DIVISION OF HIGHWAYS BRASS TABLET FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS, SAID BRASS TABLET FOUND ALSO BEING THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 37 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, SAID LINE ALSO BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 1,768.49 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND IN CONCRETE AT THE NORTHEAST CORNER OF TRACT "B" OF A PLAT OF SURVEY BY CHARLES S. DANNER, ILLINOIS PROFESSIONAL LAND SURVEYOR 1470, DATED NOVEMBER 3, 1966 AS FILED FOR RECORD IN BOOK "S" AT PAGE 28 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 35 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT "B", A DISTANCE OF 15.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14 DEGREES 09 MINUTES 53 SECONDS EAST, A DISTANCE OF 36.23 FEET; THENCE SOUTH 56 DEGREES 01 MINUTES 05 SECONDS EAST, A DISTANCE OF 30.18 FEET; THENCE NORTH 42 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 307.13 FEET; THENCE NORTH 74 DEGREES 16 MINUTES 01 SECONDS EAST, A DISTANCE OF 515.00 FEET; THENCE SOUTH 81 DEGREES 15 MINUTES 17 SECONDS EAST, A DISTANCE OF 465.51 FEET;

URBANA PARK DISTRICT

PLAT AND DESCRIPTION OF PERMANENT PUBLIC STORM SEWER EASEMENT

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 9 EAST AND PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA CHAMPAIGN COUNTY, ILLINOIS



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DATE
06/01/06

SCALE
—

SHEET
3 OF 4

JOB
4605-37

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.46 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 27.77 FEET; THENCE NORTH 81 DEGREES 15 MINUTES 17 SECONDS WEST, A DISTANCE OF 484.49 FEET; THENCE SOUTH 74 DEGREES 16 MINUTES 01 SECONDS WEST, A DISTANCE OF 505.00 FEET; THENCE SOUTH 42 DEGREES 40 MINUTES 53 SECONDS WEST, A DISTANCE OF 318.65 FEET; THENCE NORTH 56 DEGREES 01 MINUTES 05 SECONDS WEST, A DISTANCE OF 44.51 FEET; THENCE SOUTH 56 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 176.13 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 14 SECONDS WEST, A DISTANCE OF 185.74 FEET; THENCE NORTH 41 DEGREES 30 MINUTES 49 SECONDS WEST, A DISTANCE OF 191.43 FEET TO THE NORTH LINE OF SAID TRACT "B"; THENCE NORTH 89 DEGREES 35 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT "B", A DISTANCE OF 31.83 FEET; THENCE SOUTH 06 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 5.34 FEET; THENCE SOUTH 41 DEGREES 30 MINUTES 49 SECONDS EAST, A DISTANCE OF 158.17 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 14 SECONDS EAST, A DISTANCE OF 170.76 FEET; THENCE NORTH 56 DEGREES 38 MINUTES 55 SECONDS EAST, A DISTANCE OF 169.48 FEET; THENCE NORTH 14 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 37.85 FEET TO THE NORTH LINE OF SAID TRACT "B"; THENCE NORTH 89 DEGREES 35 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT "B", A DISTANCE OF 20.59 FEET TO THE POINT OF BEGINNING, CONTAINING 38,550 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN URBANA, CHAMPAIGN COUNTY, ILLINOIS.



SIGNED AND SEALED JUNE 1, 2006

Thomas B. Berns

THOMAS B. BERNS, P.E., L.S., PRESIDENT
 BERNS, CLANCY AND ASSOCIATES, P.C.
 ILLINOIS PROFESSIONAL LAND SURVEYOR 2006
 URBANA, CHAMPAIGN COUNTY, ILLINOIS
 DATE OF LICENSE EXPIRATION: NOVEMBER 30, 2006
 J:\4605 CC East Campus\1-37\4605-37 sr1.wpd

URBANA PARK DISTRICT

PLAT AND DESCRIPTION OF PERMANENT PUBLIC STORM SEWER EASEMENT PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 9 EAST AND PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CHAMPAIGN COUNTY, ILLINOIS	DATE 060106
	SCALE ---
	SHEET 4 OF 4
	JOB 4605-37



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October 31, 2006

Mr. Denny Inman, Co-County Administrator
Champaign County Administrative Services
1776 East Washington Street
Urbana, Illinois 61802

RE: Architectural Services for **Champaign County Courthouse Masonry Stabilization & Restoration Project Estimate** for the period of May 1, 2006 to October 6, 2006.

Invoice #1

Project #: 06-02-057/089

FIXED FEE \$ 2,500.00

REIMBURSABLE EXPENSES

Postage	\$.39	
Photocopies 2 @ .15 each	\$.30	
UPS	\$	14.96	
Long Distance Telephone	\$	<u>6.53</u>	
Subtotal	\$	22.18	\$ 2,516.45

TOTAL NOW DUE \$ 2,522.18

THANK YOU.

Champaign County Physical Plant
 Monthly Report -
 October, 2006

	Original Budget		Current Budget		Year to Date		% of Current		Last Year	
	Amount	Amount	Amount	Expenditures	Balance	Budget Spent	Last Month	This Time		
Commodities	\$72,668.00	\$75,656.00	\$73,251.38	\$2,404.62	96.82%	91.98%	93.31%			
Ctbs R & M	\$22,716.00	\$31,375.00	\$31,781.88	(\$406.88)	101.30%	98.90%	80.89%			
Downtown Jail R & M	\$28,189.00	\$35,084.00	\$34,326.76	\$757.24	97.84%	95.85%	98.14%			
Satellite Jail R & M	\$29,087.00	\$39,684.00	\$39,683.60	\$0.40	100.00%	98.78%	97.28%			
1905 R & M	\$10,718.00	\$14,195.00	\$13,501.44	\$693.56	95.11%	87.24%	82.11%			
JDC R & M	\$13,503.00	\$13,503.00	\$13,351.49	\$151.51	98.88%	84.15%	66.10%			
Brookens R & M	\$26,760.00	\$18,213.00	\$16,198.16	\$2,014.84	88.94%	70.00%	100.00%			
Other Bldgs R & M	\$15,500.00	\$7,729.00	\$7,191.36	\$537.64	93.04%	76.46%	89.58%			
Gas Service	\$240,555.00	\$277,453.00	\$277,452.48	\$0.52	100.00%	99.28%	100.00%			
Electric Service	\$582,610.00	\$566,853.00	\$536,233.32	\$30,619.68	94.60%	72.93%	99.09%			
Water Service	\$30,972.00	\$30,972.00	\$26,228.07	\$4,743.93	84.68%	75.91%	100.00%			
Sewer Service	\$32,987.00	\$32,987.00	\$28,266.62	\$4,720.38	85.69%	75.65%	94.23%			
All other services	\$198,187.00	\$230,905.00	\$209,289.82	\$21,615.18	90.64%	82.32%	96.18%			
Brookens Remodel	\$0.00	\$88,169.00	\$30,875.29	\$57,293.71	35.02%	28.41%	n/a			

Gas Utilities - FY2006

Period	Courthouse	204 E Main	502 S Lierman	JDC	1905 E Main	1601 E Main	1701 E Main	Brookens	Monthly Totals
December	\$17,053.32	\$6,522.37	\$12,970.65	\$35.50	\$2,448.57	\$652.06	\$1,196.47	\$8,826.10	\$49,705.04
January	\$19,616.50	\$6,070.38	\$12,788.08	\$35.50	\$1,825.21	\$645.85	\$78.15	\$7,295.08	\$48,354.75
February	\$9,205.02	\$6,140.38	\$10,500.88	\$35.50	\$1,559.52	\$545.19	\$596.43	\$6,564.74	\$35,147.66
March	\$13,991.44	\$5,151.01	\$11,522.33	\$35.50	\$2,097.68	\$448.92	\$380.83	\$4,670.66	\$38,298.37
April	\$8,101.71	\$2,173.73	\$5,760.80	\$35.50	\$1,499.07	\$221.19	\$112.79	\$2,339.24	\$20,244.03
May	\$11,418.11	\$1,374.59	\$3,848.67	\$35.50	\$1,422.33	\$221.19	\$35.50	\$1,838.79	\$20,194.68
June	\$12,385.57	\$364.57	\$3,019.95	\$35.50	\$959.30	\$59.45	\$35.50	\$578.92	\$17,438.76
July	0	\$405.80	\$3,260.74	\$35.50	\$845.57	\$61.70	\$35.50	\$616.41	\$5,261.22
August	\$13,585.96	\$508.14	\$3,300.62	\$35.50	\$564.38	\$55.91	\$35.50	\$597.31	\$18,683.32
September	\$7,577.73	\$771.44	\$3,423.94	\$35.50	\$751.92	\$59.33	\$45.71	\$501.49	
October	\$9,219.67	\$2,460.05	\$4,060.93	\$35.50	\$1,123.98	\$159.28	\$129.98		
November									
Total to date	\$122,155.03	\$31,942.46	\$74,457.59	\$390.50	\$15,097.53	\$3,130.07	\$2,682.36	\$33,828.74	\$283,684.28

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Prepared by Ranae Wolken
11/6/2006

Electric Utilities - FY2006

Period	Courthouse	204 E Main	502 S Lierman	JDC	1905 E Main	1701 E Main	1601 E Main	Nite Lite	Brookens	Monthly Totals
December	\$10,837.64	\$4,983.26	\$5,542.84	\$2,433.56	\$2,751.89	\$49.07	\$174.83	\$119.31	\$6,826.49	\$33,718.89
January	\$12,919.98	\$5,652.09	\$6,732.53	\$2,588.54	\$2,451.06	\$49.68	\$181.58	\$119.31	\$7,075.12	\$37,769.89
February	\$12,371.33	\$5,494.15	\$6,215.62	\$2,223.40	\$2,237.77	\$46.04	\$171.46	\$119.31	\$7,320.29	\$36,199.37
March	\$12,804.31	\$5,158.50	\$6,378.96	\$2,373.69	\$2,719.48	\$45.12	\$171.46	\$119.31	\$7,905.44	\$37,676.27
April	\$15,154.64	\$6,213.74	\$6,635.83	\$2,547.49	\$2,601.34	\$35.90	\$197.33	\$119.31	\$10,188.29	\$43,693.87
May	\$11,085.61	\$6,189.08	\$6,894.90	\$2,497.59	\$2,897.20	\$29.50	\$197.33	\$119.31	\$10,042.71	\$39,953.23
June	\$29,854.44	\$7,079.53	\$8,460.61	\$3,197.35	\$3,497.94	\$29.50	\$170.12	\$119.31	\$12,468.69	\$64,877.49
July	28570.24	\$8,913.56	\$12,779.81	\$3,748.76	\$3,795.03	\$47.69	\$266.34	\$119.31	\$15,246.40	\$73,487.14
August	\$31,354.05	\$11,157.77	\$16,078.70	\$3,464.34	\$3,496.68	\$69.46	\$378.15	\$119.31	\$15,252.18	\$81,370.64
September	\$19,254.94	\$5,801.69	\$8,433.60	\$3,277.27	\$3,399.39	\$72.10	\$292.29	\$119.31	\$10,222.22	\$50,872.81
October	\$17,827.97	\$5,821.01	\$8,459.49	\$2,614.69	\$2,883.85	\$71.40	\$194.83	\$119.31		
November										
Total to Date	\$164,952.24	\$72,464.38	\$92,612.89	\$30,966.68	\$32,731.63	\$545.46	\$2,395.72	\$1,312.41	\$102,547.83	\$500,529.24

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Prepared by Ranae Wolken
11/6/2006

Building/Grounds Maintenance work hour comparison

FY2006

Weekly Period	Repair & Maintenance	Scheduled Maintenance	Nursing Home	Special Project	TOTAL	
Dec 4- 10, 2005	310.5	8.0	0.0	32.0	350.5	
Dec 11-17, 2005	297.5	16.0	3.0	44.5	361.0	
Dec 18-24, 2005*	248.0	9.5	4.0	24.0	285.5	One employee termed. effective 12/16/05
Dec 25-31, 2005*	168.0	0.0	0.0	32.0	200.0	
Jan 1-7, 2006*	195.0	16.0	0.0	28.0	239.0	
Jan 8-14, 2006	287.0	8.0	4.5	36.3	335.75	
Jan 15-21, 2006*	263.0	8.0	0.0	32.0	303.0	Full staffed effective 1/17/06
Jan 22-28, 2006	306.0	8.0	2.0	40.0	356	
Jan 29-Feb 4, 2006	307.5	0.0	13.0	71.0	391.5	
Feb 5-11, 2006	284.5	17.0	3.0	65.5	370	
Feb 12-18, 2006	273.0	42.0	0.0	84.5	399.5	
Feb 19-25, 2006*	219.5	0.0	5.5	72.0	297	
Feb 26-Mar 4, 2006	232.25	2.0	1.5	144.0	379.75	
Mar 5-11, 2006	263.0	3.0	6.0	125.75	397.75	
Mar 12-18, 2006	354.0	8.0	8.5	32.0	402.5	
Mar 19-25, 2006	296.5	0.0	12.0	16.0	324.5	
Mar 26-April 1, 2006	345.5	0.0	7.5	40.0	393.0	
Apr 2-8, 2006	274.5	0.0	4.0	46.5	325.0	
Apr 9-15, 2006*	207.5	0.0	20.0	32.0	259.5	
Apr 16-22, 2006	252.5	0.0	5.8	52.0	310.25	
Apr 23-29, 2006	202.8	0.0	2.5	162.25	367.50	
Apr 30- May 6, 2006	248.5	0.0	9.0	111.5	369.0	
May 7-13, 2006	293.5	0.0	1.5	76.5	371.50	
May 14-20, 2006	249.0	29.0	0.0	76.0	354.0	
May 21-27, 2006	197.5	0.0	13.0	150.0	360.5	
May 28-June 3, 2006*	244.0	16.0	1.5	13.0	274.5	
Jun 4 - 10, 2006	310.5	0.0	4.5	20.5	335.5	
Jun 11 - 17, 2006	315.25	0.0	6.0	8.0	329.25	
Jun 18-24, 2006	166.0	20.0	12.0	4.0	202	
Jun 25 - Jul 1, 2006	238.5	35.0	4.5	16.0	294	
Jul 2-8, 2006*	239.0	0.0	12.5	24.0	275.5	
Jul 9 - 15, 2006	210.5	0.0	4.0	104.0	318.5	
Jul 16 - 22, 2006	301.75	0.0	4.0	30.0	335.75	
July 23 - 29, 2006	283.0	16.0	0.0	17.0	316	

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Building/Grounds Maintenance work hour comparison

FY2006

July 30 - Aug 5, 2006	288.8	0.0	14.3	50.0	353.0	One employee is term. eff. 8/9/06
Aug 6-12, 2006	236.5	0.0	10.5	32.0	279	
Aug 13 - 19, 2006	235.5	0.0	10.75	66.75	313.0	
Aug 20 - 26, 2006	318.0	0.0	2.5	32.0	352.5	
Aug 27- Sept 2, 2006	282.5	16.5	0.0	23.5	322.5	
Sept 3-9, 2006*	195.5	10.3	17.0	16.0	238.75	
Sept 10-16, 2006	190.8	14.0	5.0	4.0	213.75	
Sept 17-23, 2006	219.8	5.5	0.0	89.3	314.5	
Sept 24-30, 2006	223.3	3.0	2.0	83.5	311.8	
Oct 1-7, 2006	278.3	4.8	0.0	65.3	348.25	
Oct 8-14, 2006*	156.8	0.0	13.8	73.0	243.5	
Oct 15-21, 2006	261.0	0.0	5.5	102.5	369	

*week includes a holiday
 One work week: 395.0 hours

There are currently 308.05 comp time hours available to the maintenance staff

Total comp time hours earned in FY06 to date- 674.76

Total spent to date on overtime in FY06 - \$1,609.33

Prepared by: Ranae Wolken
 11/6/2006

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114 WEST MAIN STREET
URBANA, ILLINOIS 61801

T / 217 328 1391
F / 217 328 1401

Champaign County Administrative Services
1776 East Washington Street
Urbana, IL 61802

Invoice No: 3
October 16, 2006
Project No: 0647

Attn: Mr. Denny Inman

RE: Brookens Rem. Cnty Clerk Election Space

For professional services rendered for the period September 2, 2006 thru September 29, 2006

<u>Dept./Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal	1.00	145.00	\$145.00
Principal	12.00	120.00	\$1,440.00
Proj. Arch. 2	25.00	85.00	\$2,125.00
	<u>38.00</u>		<u>\$3,710.00</u>
Total Fee Charges	38.00		\$3,710.00
Total Labor			\$3,710.00

Invoice Total

\$3,710.00

NONEXCLUSIVE UTILITY LICENSE

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2006, by and between CHAMPAIGN COUNTY, ILLINOIS, a body corporate and politic, hereinafter referred to as “COUNTY”, and the City of Champaign on behalf of METCAD located at 1905 E. Main Street, Urbana, Illinois 61802, hereinafter referred to as “METCAD”;

WITNESSETH:

WHEREAS, COUNTY is the owner of the below described Premises; and,

WHEREAS, METCAD desires to locate a 285-foot tower and a twenty (20) foot by twenty (20) foot building on Premises; and

WHEREAS, the parties hereto have agreed upon terms and conditions for said License and wish to set forth the matter in writing.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. **Mutual Covenants.** For and in consideration of the terms and conditions hereinafter set forth, COUNTY, to the extent it has the authority to license such right, licenses to METCAD, on a nonexclusive basis, the below described Premises together with the right of access to said Premises, to construct, install, reconstruct, add to, operate, maintain, repair, alter, replace, move and remove below described Facilities, in, under across and through said Premises owned by the COUNTY and described as follows:

Premises: Approximately a 2000 square foot compound located at the East end of the southern most parking lot behind the Champaign County Emergency Operations Center, located at 1905 E. Main St., in Urbana, Illinois.

Project Description and Use: METCAD will install, construct and operate and use upon Premises a communications tower, 285 feet tall, a 20 foot by 20 foot building, a generator and fuel tank on the Premises, and other equipment appurtenant thereto including a surrounding fence (hereinafter referred to as “Facilities”). Associated equipment will receive electrical service from the primary electrical service for the 1905 E. Main facility, including emergency generator power.

Furthermore, the parties agree that said nonexclusive License will allow COUNTY the use of Premises and the right to grant other licenses and easements or permits for other uses within Premises provided that it does not impact the use of METCAD to utilize Premises as outlined in this agreement. Title to and use of Premises will remain in COUNTY, its successors or assigns, free and clear of all rights and claims of METCAD and of the public, subject to the right, permission and authority herein expressly provided in this agreement. This agreement will be in effect as provided herein so long as it does

not impede COUNTY'S use of Premises including COUNTY'S right to ingress and egress across said Premises, and other rights that are provided for herein.

2. **Consideration.** For the rights granted in this agreement, METCAD agrees to pay to COUNTY, within 15 days hereof, the sum of One Dollar (\$1.00) per year and other good and valuable considerations, the receipt of which is hereby acknowledged.

3. **Term and Termination.** The initial term of the License will be for a period of twenty-five (25) years from December 1, 2006 through November 30, 2031 subject to the rights of the COUNTY as outlined herein, and will renew automatically five (5), five-year intervals and will be in full force and effect during any term and for so long hereafter as said improvements are continued in service and have not been abandoned or discontinued by METCAD, its successors or assigns unless terminated by the COUNTY as otherwise provided herein. In the event that the use of this License for the purposes provided shall be abandoned or otherwise discontinued, METCAD will notify COUNTY in writing and the said License will thereupon cease and terminate, and METCAD will surrender or cause to be surrendered to COUNTY, or its successors or assigns, the peaceable possession of the above described Premises. Notwithstanding the above, this License will terminate in the absence of notice by METCAD.

4. **Facilities Construction and Maintenance.** METCAD agrees that:

- a. It will not begin construction of Facilities in advance of the delivery of a fully signed original of said agreement and in accordance with the construction schedule. Said construction schedule is estimated to begin on or about December 1, 2006 and be completed no later than March 1, 2007. METCAD agrees to provide COUNTY written notice if this schedule will not be maintained. In the event METCAD does not begin construction of said Facilities by March 1, 2007, COUNTY will have the right to terminate agreement.
- b. It will conduct its construction, reconstruction, repair and maintenance work on the Premises in such a manner so as to minimize the interference with pedestrians and traffic, as well as the normal use of COUNTY property. Furthermore, it agrees to contact the Champaign County Public Properties Department and provide said department with the construction schedule and detailed project plans, along with METCAD'S point of contact for the project.
- c. It will maintain or cause to be maintained such barriers and danger signals during construction, reconstruction, repair or maintenance work performed on Premises and adjacent public right-of-way as will reasonably avoid damage to life, limb, and property and will use as guidelines; The State of Illinois Uniform Manual of Traffic Control Devices; The Illinois Department of Transportation Traffic Control Plans for Construction and Maintenance Projects, or as otherwise required by the COUNTY.

- d. All construction and maintenance will be performed by METCAD or its contractors at its/their sole cost and expense and in a workmanlike manner. The surface disturbed by said construction or maintenance of Facilities will be restored to as good condition as it was prior to installation of said Facilities.
- e. Certain typical construction standards will be followed that include, but are not limited to: (1) notification to state-wide locator system, Joint Utility Location and Information for Evacuators (JULIE), and the University of Illinois's Locate Service (217-333-FIND) of impending project and request existing utilities in the area be so indicated; (2) flagging all tile lines that are discovered through trenching; (3) Facilities to be buried will be at a minimum depth of 48 inches; (4) providing COUNTY, upon completion of project, a set of as-built plans; (5) restoring all damaged soil conservation practices (such as terraces, grassed waterways, etc.) to pre-installation condition; (6) in the event rocks are excavated from any required trenching, METCAD agrees not to backfill the excavation with soil containing rocks of any greater concentration or size than that which existed originally and to dispose of any excavated rocks; (7) removing all construction related debris and material from COUNTY property; (8) placing "direct buried cable" warning markers in such a manner as not to interfere with COUNTY'S mowing of area, such as said markers being placed at surface level, and (9) in the event archaeological resources are discovered in the process of constructing Facilities, METCAD will immediately discontinue activities that may affect said archaeological resources and provide notification, within 24 hours of discovery, to COUNTY.
- f. Ingress and egress to Premises will be limited to the direct road right-of-way as specified in **Exhibit A**.

5. **Damage to Premises.** METCAD will indemnify and save harmless the COUNTY from any and all damages to Premises and adjoining land and facilities or persons by reason of the location, construction, installation or maintenance of METCAD'S Facilities on Premises. Furthermore, METCAD agrees, at its own expense, to repair any and all injury or damage that may be caused to Premises and to COUNTY'S adjoining property which may arise out of or be in any way connected with the construction, installation or maintenance operations by METCAD, or its contractors, of Facilities.

6. **Notices and Payments.** All notices provided for herein, including change in mailing address, will be effective only if made in writing, unless otherwise noted, and either personally delivered with an executed acknowledgment of receipt or deposited in the United States mail, certified return receipt requested, postage prepaid, and addressed as follows:

- a. To METCAD: METCAD Coordinator, 1905 East Main Street, Urbana, Illinois 61802
- b. To COUNTY: Administrator for Facilities Management and Procurement, 1776 E. Washington, Urbana, Illinois 61802
- c. Any notice will be deemed delivered no later than five (5) days after notice is mailed or, if personally delivered, when acknowledgment of receipt is signed, as provided above.
- d. Fee payments and regular correspondence will be made to METCAD and COUNTY at the addresses above by regular U.S. Mail.

7. **Limits of Liability.** METCAD agrees that COUNTY is not liable for any damages to said Facilities caused, either directly or indirectly, by COUNTY, provided COUNTY has notified the state-wide locator system, JULIE, and the University of Illinois' Locate Service, and said Facilities have been located prior to excavation or demolition.

8. **Indemnification.** METCAD hereby agrees to protect, indemnify and save harmless said COUNTY, and any and all of its trustees, officers, lessees, agents, servants and employees, or any member of the general public, from any and all claims or liability for loss, death, injury, or damage to the property of COUNTY, which may in any way arise out of, result from or be in any way connected with the construction, maintenance, use or operation of METCAD'S Facilities on said Premises, except to the extent such claim, injuries, suits, damages, costs, losses and expenses are caused by the gross negligence of COUNTY.

9. **Insurance Requirement.** METCAD or its contractors will, at its/their sole cost and expense, at all times during the term of this License, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure COUNTY against liability for injury to or death of persons or loss of damage to property occurring on or about the Premises which may in any way arise out of, result from or be in any way connected with the construction, maintenance, use or operation of METCAD'S Facilities on said Premises. The liability under such insurance will not be less than One Million Dollars (\$1,000,000) combined single limit for personal injury, sickness or death, or for damage or destruction of property for any one occurrence. Upon execution of this License and on subsequent anniversary dates of liability insurance renewals, METCAD will provide COUNTY with a certificate of insurance naming the COUNTY as additional insured as it respects liability the METCAD incurs as a result of the activities of the COMPANY on the Premises. Certificate will further make provisions for thirty (30) days advance written notice to COUNTY of any modifications, changes or cancellations. COUNTY reserves the right to adjust the limit of coverage requirements as appropriate based upon current prudent business practices of like enterprises involving the same or similar risks.

10. **Access.** COUNTY agrees that, during said License period, it will permit officers, agents and employees of METCAD to have such access to Premises as may be necessary for the proper inspection, repair, or servicing of any portion of said improvements, with appropriate notice as provided herein.

11. **Capacity to License.** The rights and License authorized under the terms of this agreement are only to the extent COUNTY has the present right and capacity to grant the same, and it will be the responsibility of METCAD to secure any additional authorizations that may be necessary or required for its purposes.

12. **Assignment.** METCAD will not assign this agreement without the prior written consent of COUNTY, which consent will not be unreasonably withheld.

13. **Default.** In the event COUNTY notifies METCAD in writing that it is not in compliance with this License agreement, then METCAD will formally notify COUNTY of its plan for corrective action within 30 days after receipt of such notice. Upon approval of COUNTY, METCAD will proceed with diligence to bring the agreement into compliance. If METCAD fails to pay the COUNTY any amounts due as required by this agreement or fails to respond to notice of non-compliance and continues in non-compliance for a period of 30 days after appropriate notice then COUNTY may terminate this agreement.

14. **Miscellaneous Provisions.**

- a. **Time of the Essence.** Time is of the essence of each term and provision of this License.
- b. **Binding Effect.** The terms and conditions hereof shall extend to and be obligatory upon the herein, executors and administrators, successors and assigns of the parties hereto.

15. **Signature Authorization.** METCAD warrants that the person signing has the authority to bind the METCAD on all provisions contained in this document.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective names and behalf by their respective duly authorized officers all as and of this date and year first herein above set forth.

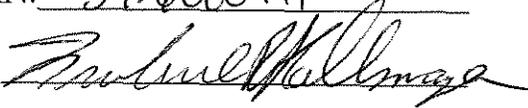
COUNTY OF CHAMPAIGN, ILLINOIS

COMPANY: METCAD

By: _____

FEIN: 37-6000471

Attest:

By: 

Title: METCAD DIRECTOR

By: _____

Attest: 

COUNTY Clerk

Title: 9-1-1 COORDINATOR

Approved as to Form:

Approved as to Form:

By: _____

Assistant State's Attorney

By: _____


City Attorney

**LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND
THE REGIONAL PLANNING COMMISSION**

THIS AGREEMENT made and entered into this 21st day of November, 2006, by and between the County of Champaign (hereinafter referred to as "Landlord"), and the Regional Planning Commission (hereinafter referred to as "Tenant"),

WITNESSETH:

WHEREAS, Landlord is the owner of the Champaign County Brookens Administrative Center located at 1776 East Washington Street, Urbana, Illinois, and,

WHEREAS, the Tenant desire to lease certain portions of said premises from landlord:

NOW, THEREFORE, for an in consideration of the terms, covenants and agreements hereinafter set forth and the rent hereinafter specifically reserved, landlord and Tenant do hereby agree as follows:

ARTICLE I

Premises

Landlord does hereby grant, lease, demise and let unto Tenant and Tenant does hereby rent and take from Landlord that certain portion of the Champaign County Brookens Administrative Center consisting of space provided within 5,950 square feet, which are offices located in Pod 100, for the purpose of housing the Regional Planning Commission's Office. See Exhibit "A". 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 Office at Brookens Administrative Center.

ARTICLE II

Term

This lease shall have a base term of December 1, 2006 to November 30, 2007. Thereafter this lease shall renew automatically for one year terms commencing December 1, 2007 and continuing on a yearly basis thereafter until terminated in writing by the parties.

ARTICLE III

Rent

Rent for said premises shall be at the rate of \$31,768.54 in equal monthly installments of \$2,647.38. However, in recognition of the fact that the Champaign County Planning and Zoning Office currently occupies a portion of this space, the Tenant shall pay monthly installments equal to 50% of the actual monthly installment, total of \$1,323.69, payable on the first of each month, beginning on December

1, 2006 and continuing until six months after the date the Champaign County Planning and Zoning Office has moved out of the space. At that time the lease payment shall return to the monthly sum of \$2,647.38 per month. Should the lease be renewed at the expiration of this lease term, the rent shall continue pursuant to the terms state above per month until the termination of the renewal period.

ARTICLE IV

Utilities

- a) Landlord shall arrange for electric current, plumbing, and heat and air conditioning, during the appropriate seasons, to be furnished. 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 the Landlord.
- b) Tenant shall pay for all utilities utilized at a cost to be pro-rated monthly based on the square footage occupied by Tenant as compared to the total monthly utility cost for the Brookens Administrative Center. For the period December 1, 2006 until 6 months after the Planning & Zoning Office moves out of this space, Tenant shall pay 50% of the pro-rated monthly cost of utilities utilized for the space covered by this Lease. Commencing 6 months after the Planning & Zoning Office moves out of this space and continuing until the termination of the Lease Agreement, Tenant shall again pay for 100% of the pro-rated monthly cost of utilities utilized for the space covered by this Lease.

ARTICLE V

Custodial Services

- a) Landlord shall provide custodial cleaning services of the premises.
- b) Tenant shall pay for custodial services utilized at a cost to be pro-rated monthly based on the square footage occupied by Tenant as compared to the total monthly custodial services cost for the Brookens Administrative Center.

ARTICLE VI

Use of Premises

- a) Tenant shall use and occupy the leased premises for the office of the Regional Planning Commission and for no other purpose whatsoever without the prior written consent of the Landlord.
- b) Tenant shall keep the demised premises and the fixtures therein in good order and condition and will, at the expiration or other termination of the term hereof, surrender and deliver up the same in like good order and condition as the same now is or shall be at the commencement of the term hereof, ordinary wear and tear and damage by the elements, fire and other unavoidable casualty excepted. Tenant shall serve upon Landlord within ninety days

after commencement of occupancy written notice specifying which, if any, parts of the leased premises were not in good order upon the Tenant's taking possession.

- c) Tenant will not use or permit the demised premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose nor for any other purpose than hereinbefore specified. Tenant will in all respects comply with any and all ordinances, laws, rules or regulations relating to its occupancy or use of the premises as may be in effect on the commencement of the term or any extensions thereof or which may be enacted or adopted during any term of extension hereof. Tenant further agrees to save Landlord harmless from all fines, penalties and costs for violations of or non-compliance with the same.
- d) Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the demised premises beyond that made known to Landlord at the time of execution of this lease. Also, Tenant shall not use any equipment or engage in any activity which shall cause a significant change in the insurance classification of the premises or which shall create or cause undue expense to landlord for maintenance and/or utilities.

ARTICLE VII

Subletting and Assignment

Tenant shall not sublet the demised premises or any portion thereof or transfer possession or occupancy thereof to any person, firm or corporation or transfer or assign this lease without the prior written consent of Landlord, nor shall any subletting or assignment hereof be affected by operation of law or otherwise than by the prior written consent of Landlord.

ARTICLE VIII

Alterations

- a) Tenant will not make any alterations, installations, changes, replacements, additions or improvement (structural or otherwise) in or to the demised premises or any part thereof, without the prior written approval by Landlord of the design, plans and specifications therefore which approval shall not unreasonably be withheld. In no event shall the Tenant suffer or cause to remain any lien of any type to attach to the demised premises or fixtures as a result of any such alterations.
- b) It is distinctly understood that all alterations, installations, changes, replacements, additions or improvements upon the demised premises, shall at the election of Landlord remain upon the demised premises and be surrendered with the demised premises at the expiration of this lease without disturbance or injury. Should Landlord elect that same be removed upon termination of this lease or any extension hereof, Tenant hereby agrees to cause same to be removed at the sole cost and expense of Tenant and should Tenant fail to remove same, then and in such event Landlord may cause same to be removed and Tenant hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

- c) Maintenance and repair of any items installed pursuant hereto shall be the sole responsibility of Tenant and landlord shall have no obligation in connection therewith.
- d) Tenant shall promptly repair and all damage that may be caused to the demised premises or to the building and grounds of which the demised premises are a part occasioned by the installation or removal of any alteration made pursuant hereto.

ARTICLE IX

Parking

- a) As a part of this lease and without additional cost to Tenant, non-reserved parking spaces will be made available for the use of Tenant's employees. All such parking shall be in the rear parking lot, located at the northern portion of the property.
- b) Tenant's temporary business guests and visitors will be permitted to use visitors' reserved parking spaces available off Washington Avenue. Availability and use of such parking shall be on a space available first-come-first-served basis.

ARTICLE X

Signs, Notices, Advertisements, Etc.

- a) Tenant shall be entitled to place its organization name and logo on a space on the exterior of the building to be designated by Landlord.
- b) No other sign, advertisement or notice shall be inscribed, printed, affixed or otherwise placed on a part of the grounds, outside or inside of the building of which the demised premises are a part, except on the directories and doors of offices, and then only in such size, color and style as Landlord shall approve.

ARTICLE XI

Insurance

- a) The Landlord agrees to maintain adequate hazard insurance on the building on said premises. Tenant agrees that it shall insure its own contents. Tenant agrees to maintain liability insurance for injuries or damage suffered by a person on the leased premises and agrees to hold Landlord harmless and to indemnify Landlord for any loss arising from such liability incurred because of the negligence of the Tenant or its agents.
- b) Tenant shall furnish Landlord certificates issued by the carrier(s) evidencing the coverage as set forth above within ten (10) days of the execution hereof and shall, on each policy renewal date, furnish written confirmation of continuing coverage for the succeeding term of such policies. Tenant may include the insurance coverage required herein in any "blanket" policy or policies maintained by Tenant.

ARTICLE XII

Indemnification

Tenant will protect, indemnify, save and hold harmless Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses, including, but not limited to, reasonable attorneys fees and expenses, imposed upon, incurred by or asserted against Landlord or the demised premises during the term of this lease, including without limitation and any such claim arising out of the use, occupancy or condition of the demised premises or the buildings, grounds and ways of which they are a part, any equipment installed or materials stored therein, unless caused by the willful or negligent act of the Landlord or its agents, or the failure of the Landlord to perform its obligations hereunder. In case any action, suit or procedure is brought against the Landlord by reason of any such occurrence, Tenant, upon request and written notice of Landlord, will, at Tenant's expense, defend such action, suit or proceeding with counsel designated by Tenant and acceptable to Landlord. Landlord agrees to cooperate with the defense of any such suit or claim.

ARTICLE XIII

Services

Landlord shall furnish adequate lavatory supplies and normal and usual maintenance, Mondays through Fridays, (except that, during weeks having a legal holiday during the normal work week, such services shall not be available on such holidays) without additional cost to the Tenant.

ARTICLE XIV

Personal Property

All personal property of Tenant in the demised premises or in the building of which the demised premises are a part shall be at the sole risk of the Tenant, Landlord shall not be liable for any accident or damage to property of Tenant resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus. Landlord shall not in any event be liable for damages to property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's property. Landlord shall not be liable in damages, nor shall this lease be affected for conditions arising or resulting and which may affect the building of which the demised premises are a part-cue to construction on contiguous premises.

ARTICLE XV

Damage to Premises

In case of damage by fire or other casualty to the demised premises, without the fault of Tenant, if the damage is so extensive as to amount practically to the total destruction of the demised premises or if the damage occurs during the last six (6) months of the term hereof, the lease shall cease and rent shall be apportioned to the time of the damage. In all other cases when the demised premises are damaged by fire

or other casualty without the fault of Tenant, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the demised premises **untenantable**, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired, provided, however, that should the demised premises not be restored to tenantable condition within three (3) months from the date of said damage, then in that event, Tenant may, at its option, cancel and terminate this lease in its entirety. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond landlord's control. No compensation, claim or diminution of rent shall be allowed or paid by Landlord, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing the demised premises or any portion of the building of which they are a part, however the necessity may occur.

ARTICLE XVI

Access

Landlord, its agents and employees, shall have the right to enter the demised premises, at reasonable hours, any may further make such inspections and repairs as are deemed necessary, provided that such access does not unreasonably interfere with the business of the Tenant.

ARTICLE XVII

Cumulative Remedies and Waiver

The specified remedies to which Landlord may resort 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 of any provision of this lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this lease or to exercise any option or right or receipt by Landlord of any rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by Landlord of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

ARTICLE XVIII

Partial Invalidity

If any term or provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and shall be enforced to the fullest extent permitted by law.

ARTICLE XIX

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 XX

Notices and Payments

All rent or other payments under this lease shall be paid to Landlord at Champaign County Administrator's Office, 1776 East Washington Street, Urbana, Illinois, or at 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 furnished by mailing the same by certified mail to landlord at the same address to which rental payments shall be made. All notices to Tenant shall be furnished by Landlord by mailing the same by certified mail address to Regional Planning Commission, 1776 East Washington Street, Urbana, Illinois.

ARTICLE XXI

Governing Law

This agreement shall be construed, enforce and considered made in accordance with the laws of the State of Illinois.

ARTICLE XXII

Titles

All titles, captions and headings contained in this agreement are for convenience only and shall not be deemed a part of this agreement.

ARTICLE XXIII

Supersession

The terms of this agreement 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.

IN WITNESS WHEREOF, the parties hereto have hereunto 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.

Dated this 21st day of November, 2006

**Landlord:
COUNTY OF CHAMPAIGN, ILLINOIS**

**Tenant:
REGIONAL PLANNING COMMISSION**

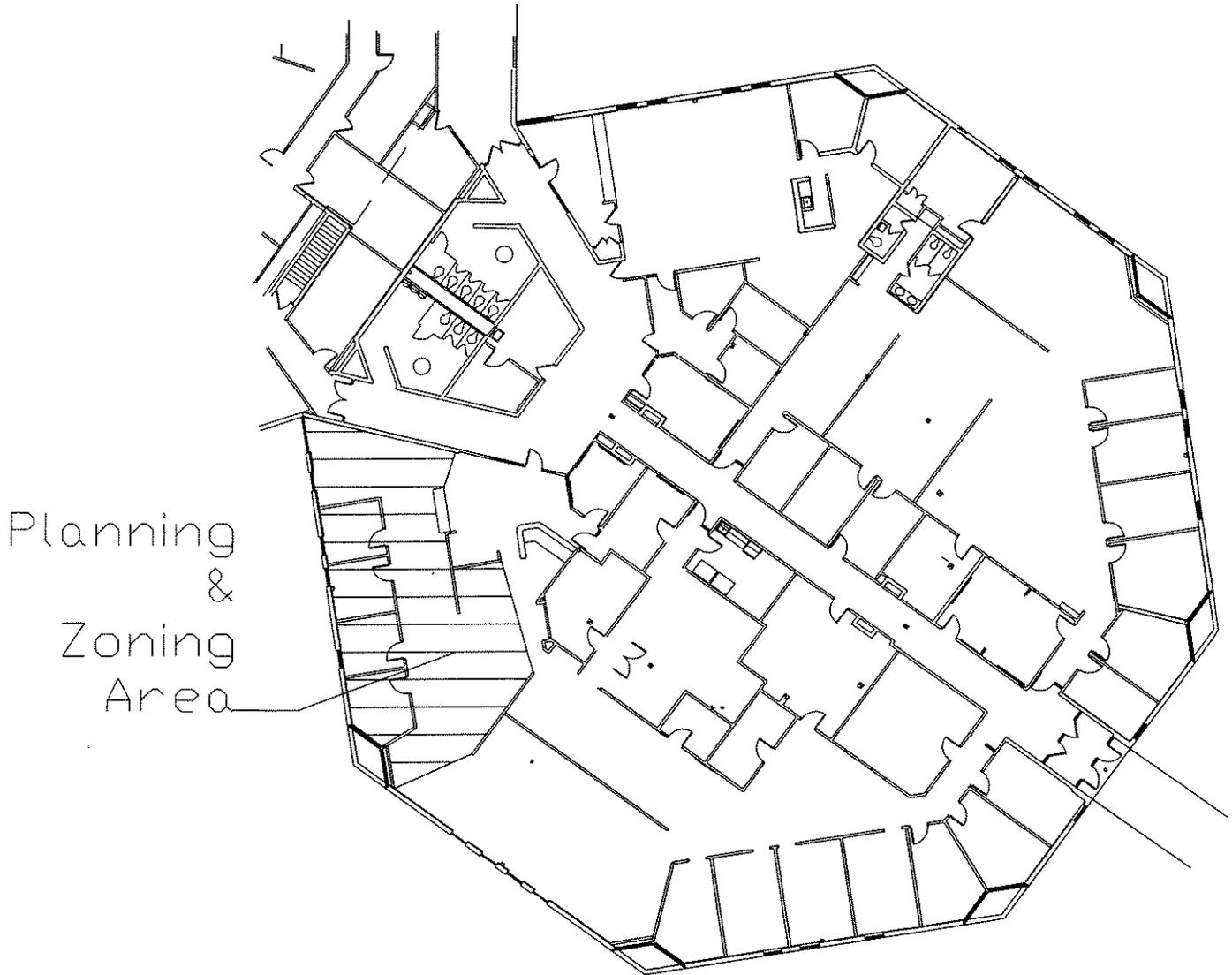
**By: _____
Barbara Wysocki
Champaign County Board**

**By: _____
John Dimit
Chief Executive Officer**

**Attest: _____
Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board**

Attest: _____

POD 100



BROOKENS ADMINISTRATIVE CENTER
1776 E. WASHINGTON ST.
URBANA, IL.

CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES
PHYSICAL PLANT DIVISION
1776 E WASHINGTON URBANA IL

EXHIBIT A

Scale: NTS

DATE: 10 7 06

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