

CHAMPAIGN COUNTY BOARD  
COMMITTEE AGENDA

COUNTY FACILITIES

Tuesday, April 7, 2009 – 7:00 p.m.

John Dimit Meeting Room, Brookens Administrative Center  
1776 East Washington, Urbana, IL

CHAIR: Beckett

MEMBERS: Bensyl, Cowart, James, Jay, Richards, Sapp, Smucker, Weibel

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CHAMPAIGN COUNTY BOARD  
**COMMITTEE MINUTES**

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**COUNTY FACILITIES COMMITTEE**

**Tuesday, March 3, 2009**

**Lyle Shields Meeting Room, Brookens Administrative Center  
1776 E. Washington St., Urbana**

**MEMBERS PRESENT:** Beckett (Chair), Bensyl, James, Jay, Sapp, Smucker, Weibel

**MEMBERS ABSENT:** Cowart, Richards

**OTHERS PRESENT:** Denny Inman, Deb Busey, Ben Sliwinski (U of I)

**AGENDA ITEM**

**Call to Order**

Chair Beckett called the meeting to order at 7:00 p.m.

**Approval of Agenda/Addendum**

**MOTION** by Sapp to approve the agenda and addendum as presented; seconded by James. **Motion carried.**

**Approval of Minutes – January 22, 2009, February 3, 2009**

**MOTION** by James to approve the minutes of January 22, 2009 and February 3, 2009 as presented; seconded by Weibel. **Motion carried.**

**Public Participation**

There was no public participation.

**Smart Energy Design Presentation**

Mr. Beckett introduced Ben Sliwinski from the University of Illinois. Mr. Sliwinski explained he is part of the Smart Energy Design Assistance Center which is located at the University of Illinois and has been in business for about 4 years. They provide free energy audits to any corporation for profit and over the last year they have begun to provide the same service for public entities. He met with Mr. Beckett, Mr. Inman and Mr. Smucker to go over some of the basics of what they have seen in the County, he also received a copy of the HWS energy audit that was completed for the County in 2003.

He provided a slide show presentation explaining that the HWS audit gave him information on energy cost per year for most of the large buildings in the County. He explained they use a metric dollar per square foot per year system so if they come into a building and it is using about a dollar per square foot per year they feel it is a pretty good building. \$1.00-\$2.00 per square foot per year could be improved but is pretty typical, and \$2.00-\$3.00 per square foot tells us there is room for improvement. Above \$3.00 for an office shows there is something wrong. Looking at the data for the County, it shows the majority of the buildings are above or at about \$2.00 per square foot per year, meaning we are pretty typical with room for improvement. There are some standard measures to be taken to reduce energy, the HWS audits were done well but they are not as aggressive as SEDAC is in pursuing energy efficiency measures.

Mr. Sliwinski stated saving 50 cents per square foot is what he is looking at but we might be able to do more. The goal is to have energy efficient buildings not typical buildings. He provided a list of options of things that can be done including lighting measures, occupancy sensors for restrooms and selected offices and explained that right now Ameren is offering a rebate for occupancy sensors so it is a good time to get in on this. He also suggested replacing all T-12 lighting systems with T-8.

When asked about solar power as an option, Mr. Sliwinski stated he doesn't like solar thermal but would look at solar and wind for the Brookens building. Those things are expensive and do take a while to pay back but it would be a good investment.

When asked if his department will go far enough to figure out what it would cost us to implement these new measures, Mr. Sliwinski stated they will not. They are experiencing a huge demand for their services and he asked us to pick one project for them to look at. He stated they have a person they are going to assign to this work and it will not cost the County anything. With the stimulus money he believes this is a good time for these projects.

Mr. Sapp stated he likes the idea of people taking responsibility for saving energy and even though there will be stimulus money we still need to be careful. The committee discussed the importance of educating employees.

### **Courthouse Masonry/Bell Tower Project** **Project Spreadsheet**

**MOTION** by Sapp to receive and place on file the Courthouse Masonry Project spreadsheet; seconded by Weibel.

Mr. Inman explained the project is gearing back up after being off due to weather. The goal is to have the brick on the north tower up to the gutter line in two weeks and they are currently one level away from that. The project is still on schedule to be completed the middle or end of August and it is still on schedule financially.

Ms. Busey stated at the February meeting the committee asked for a change to the way the spreadsheet is put together but that didn't get fully incorporated this month. The owner items should have been subtracted from contingency so the project budget is really \$6,871,040 instead of the \$6,958,041 shown.

Mr. Beckett stated he has had people comment on how beautiful the tower looked when it was in place with the flag on top so he has inquired about the possibility of having a flag put up. If it is cost effective he will bring it back to the committee.

When asked if there were any additional changes to the project, Mr. Inman stated they knocked the additional wattage that would be going to the Clock Tower lighting in half and there is a movement from the group to get fixtures and bulbs donated.

**Motion carried.**

### **Energy Action Report** **Draft of Proposed Energy Policy**

Mr. Inman explained he put together a preliminary Energy Policy and it is before the committee tonight for their consideration. The objective is to operate energy efficient county facilities, incorporate energy management into County decision making, balance life safety with responsible energy policy usage and promote energy efficiency by example and education. He was pleasantly surprised when attending some of the inter-agency meetings that people are looking to the County to find out what we are doing about energy and calling to see where we are and where we are going. It will be the policy of the County Board to implement strategies to reduce overall energy consumption. The policy would be a guideline for the purchase of utilities, energy efficient equipment, remodeling of facilities and operation and maintenance of existing facilities. The consortium group buying electricity will be due up in about a year; the City of Champaign is reviewing their current status with that to see if it is the route they want to go. He does not believe they are going to have enough kilowatts to go out and make an impact so they have to get together with local people and come together with a package that makes it attractive to provide. Also looking at alternative sources to supplement the existing energy utilities here, they have used geothermal at the Highway facility and asked if it would be applicable to Brookens but one of the drawbacks would be hooking that system into the existing system in the building.

There is a technological gap that would allow that to be done easily and they will pursue all those different avenues. Currently all our copiers are energy star rated equipment and that can be the same for many items. There is the inevitable conflict between buying an item and being energy efficient which costs more than buying the conventional item, for the remodeling of facilities, if we come to that point, a cost analysis must be done. Talking about the operation and maintenance of existing facilities, he explained they have had people put temperature gauges on their window to say their office is too cold, but they need to put logic to this. The belief is we can have the heating months and cooling months temperatures set while still making people comfortable, this will include education of employees on what can be done on their end. They have audited the Courthouse, Courthouse addition, Brookens, Correctional Center and the Satellite Jail and feel they can make some changes in the lighting fixtures to make an impact. They are also contemplating turning the boilers off in the Courthouse.

Mr. James stated some of the personal items should be addressed as not being allowed. When asked about occupancy sensors, Mr. Inman explained the cost ranges from \$75-110. Buying them in bulk would make the cost lower and our own staff would install them. The copy machines will use energy saver mode and already do and the computer monitors would shut off when not in use for longer than one hour.

Mr. Beckett asked if we are going to have a finalized version of this policy and asked about the timeframe. Mr. Inman stated he recommends sending this to department heads for feed back and believes he can have information back within 10 days. Ms. Busey stated are a lot of individual refrigerators and may consider banning them and if we do we have to think about providing refrigerator space that is energy efficient. Mr. James stated the County will need to look at providing the appliances needed.

Mr. Smucker stated he would like to see some statement about renewable energy down the road included.

### **Update – Energy Efficiency Activities**

Mr. Inman stated they have done the light fixture audit at the Courthouse and Courthouse addition, Brookens, Correctional Center and Satellite Jail. The de-lamp plan for the Courthouse, Courthouse addition and Brookens should be to the April 7<sup>th</sup> meeting with a narrative and Department Head input on whether it is a good plan or not. By that date he will also have the energy baseline per facility for the committee to review but they will still be reviewing the boiler operations and working on getting HVAC tune up information and cost estimates.

The lighting sensor and fixture estimates he believes he will have for the April 7<sup>th</sup> meeting and, depending on what that will be, there may be a request to apply for grants to see what we get.

### **Physical Plant** **Monthly Reports**

**Motion** by Bensyl to receive and place on file the January 2009 physical plant monthly reports; seconded by Sapp. **Motion carried.**

### **Chair's Report**

#### **Jennifer Putman letter requesting approval to display relevant photographs of national and local government leaders in the Jennifer Putman meeting room**

Mr. Beckett explained Ms. Putman sent him a letter stating she wanted to put pictures up in the Jennifer Putman meeting room of each Champaign County Board Chair she served under as well as a photograph of the President of the United States.

Mr. Sapp stated he has some reservations about doing this; we already have pictures of the full board up in Lyle Shield Meeting Room. It's not political he is just not in favor of putting up individual photos of people because there is the chance you could leave someone out. Mr. James stated it would be nice to have different County photos up in that room.

Mr. Beckett stated he agrees with putting a picture of Ms. Putman in that room. He will invite her to a meeting so she can answer any questions.

### **County Administrator**

#### **Blood Borne Pathogens – Proposed Policy for Physical Plant Employees**

Mr. Inman explained that in his monthly meeting with Physical Plant they realized they do not have this policy in place. It is required by OSHA and is something they use to have so he recreated a policy and is going to give it to the employees to review.

Mr. James asked if employees doing the building work have to have shots.

Mr. Inman explained that is an issue he is still trying to get information on, one opinion is that it is up to the employee and the other is that they have to have it. He has talked to Julie Pryde about this and needs to get a solid opinion before he presents it to the committee. He will fine tune the policy with legal and have something back to the committee in April.

**Addendum**  
**Art on the Plaza**

Mr. Beckett reminded the committee this is locating a newspaper stand designed in a way that it is a piece of art and would be placed in front of the plaza. There are no County funds involved in this but the issue is where exactly to locate it on the plaza. There has been previous discussion on this issue and the City would like to see it move forward.

He explained the area under discussion is the north east corner of the old Courthouse, the Sheriff doesn't like that location because he is concerned if placed there it could be a place people could hide or a place for debris to be collected. He would rather have it in an open area, perhaps on the east side closer to the parking lot, and he wants to make sure it doesn't block any camera views. Urbana representatives have no problem with that and it could possibly be located adjacent to the pay machine in the parking lot. He read an email regarding this subject received from the Sheriff and pointed out that we would have to have an intergovernmental agreement with City.

Mr. Sapp asked if something has been chosen as the art for the stands and if we are obligated to do this.

Anna Hochhalter from the City of Urbana explained a design has been chosen explaining it is basically newspaper receptacles with etched glass of historical newspaper articles.

When asked if we are obligated to provide this, Mr. Beckett explained this is a grant from the City of Urbana that the artist is earning by creating this. The vendors have to pay a fee to have access to the machine but the money goes to the city; we are really providing it as a convenience for the people who come into the Courthouse and want to get a paper.

Mr. Jay stated he wants to be sure it is laid out in any kind of agreement that if at some point in time this becomes something not used or we need to get out of it, there is a way for us to do that.

Mr. Beckett stated he would like the legal department to draft an intergovernmental agreement so when we pick a place we know what the agreement will say. The Sheriff will also review the agreement.

This item will come back to the committee for action.

**Other Business**

**Semi-Annual Review of Closed Session Minutes**

Semi-Annual review of closed session minutes was deferred.

**Designation of items to be placed on County Board Consent Agenda**

No action items will be placed on the County Board Consent Agenda.

**Adjournment**

Chair Beckett declared the meeting adjourned at 8:19 p.m.

Respectfully Submitted,

Tiffany Talbott  
Administrative Secretary

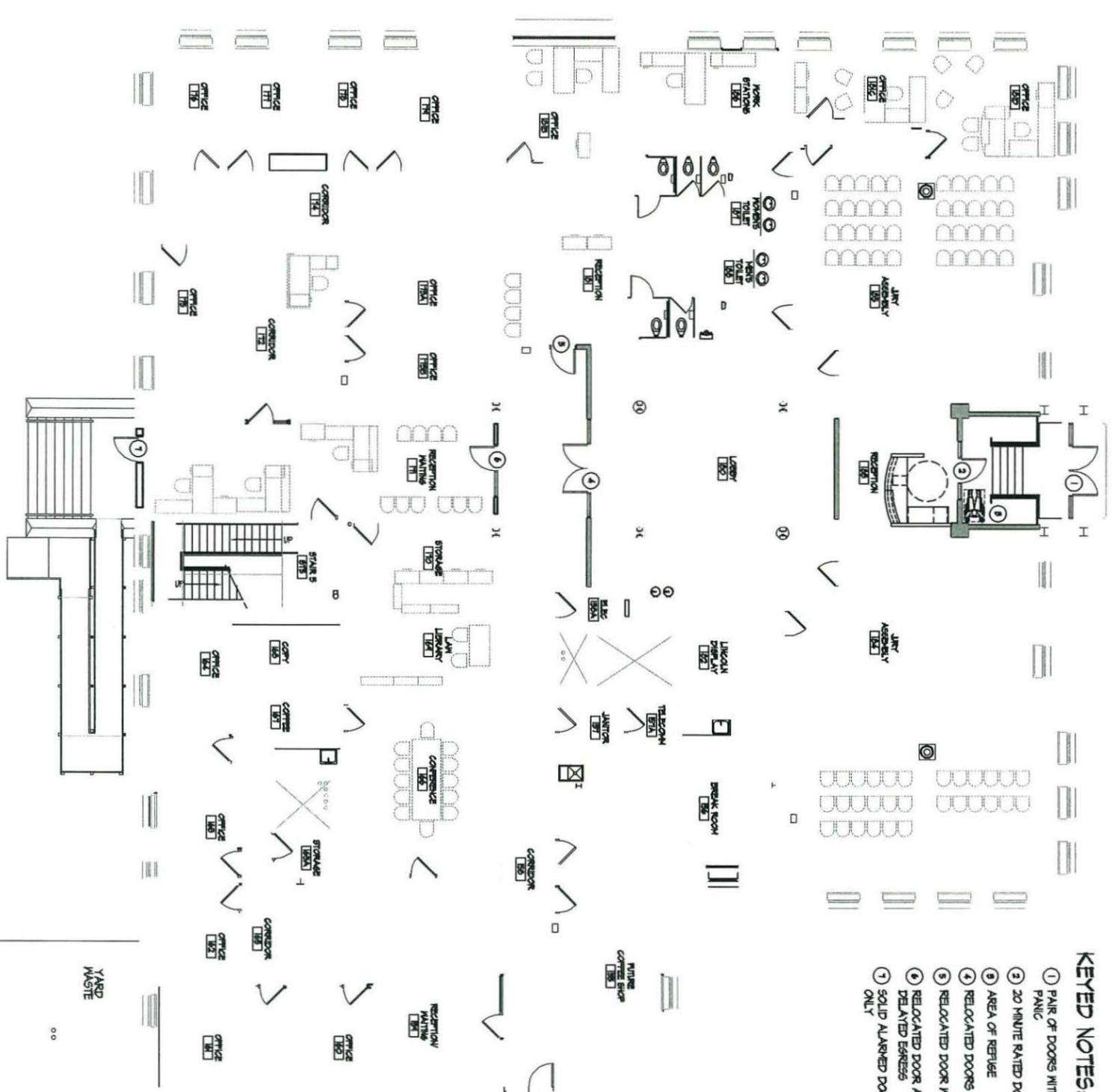
**COURTHOUSE MASONRY STABILIZATION & RESTORATION PROJECT**

Prepared By: E Boatz 4/07/09

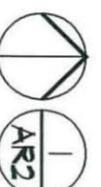
	ORIGINAL CONTRACT	CHANGE ORDERS	CONTRACT TOTAL	PAYMENTS THIS MONTH	PAYMENTS YEAR TO DATE	BALANCE TO FINISH
<b>Original Project Budget</b>	<b>\$6,747,552.14</b>					
<b>Current Budget w/Change Orders</b>	<b>\$6,870,140.28</b>					
<b><i>Architect Fees-White &amp; Borgognoni</i></b>						
Basic Service	\$425,641.74			\$7,127.36	\$378,711.48	\$46,930.26
Amendment #1-Option 4 Tower		\$43,425.00		\$467.26	\$38,989.71	\$4,435.29
Amendment #2-Temp Cool/Jury Assembly		\$853.40		\$0.00	\$853.40	\$0.00
Amendment #3-Tower Exit		\$6,221.74	\$476,141.88	\$0.00	\$6,221.74	
<b>Total Architect Fees</b>	<b>\$425,641.74</b>	<b>\$50,500.14</b>	<b>\$476,141.88</b>	<b>\$7,594.62</b>	<b>\$424,776.33</b>	<b>\$51,365.55</b>
<b><i>Reimbursables-White &amp; Borgognoni</i></b>						
Analysis/Testing; On-site Observation	\$98,092.72			\$9,199.95	\$52,130.95	\$45,961.77
Amendment #1 - Option 4 Tower		\$7,494.18	\$105,586.90			\$7,494.18
Miscellaneous Reimbursable Expenses	\$39,839.50			\$838.10	\$31,436.94	\$8,402.56
Amendment #1- Option 4 Tower		\$20,593.82	\$60,433.32	\$79.36	\$1,298.43	\$19,295.39
<b>Total Reimbursable Expenses</b>	<b>\$137,932.22</b>	<b>\$28,088.00</b>	<b>\$166,020.22</b>	<b>\$10,117.41</b>	<b>\$84,866.32</b>	<b>\$81,153.90</b>
<b><i>Building Const - Roessler Const</i></b>						
Existing Building	\$2,787,950.00	\$66,875.68	\$2,854,825.68	\$197,944.20	\$1,916,618.40	\$938,207.28
Tower	\$2,804,150.00	\$67,251.23	\$2,871,401.23	\$199,055.80	\$1,927,381.60	\$944,019.63
<b>Owner Items</b>		\$88,071.31	\$88,071.31	\$170.47	\$88,071.31	
Contingency	\$591,878.18	-\$222,198.22	\$369,679.96			\$369,679.96
<b>Total Building Construction</b>	<b>\$6,183,978.18</b>	<b>\$0.00</b>	<b>\$6,183,978.18</b>	<b>\$397,170.47</b>	<b>\$3,932,071.31</b>	<b>\$2,251,906.87</b>
<b><i>Additional Contracts</i></b>						
Todd Frahm - Gargoyles		\$44,000.00	\$44,000.00		\$29,500.00	\$14,500.00
<b>Total Additional Contracts</b>	<b>\$0.00</b>	<b>\$44,000.00</b>	<b>\$44,000.00</b>	<b>\$0.00</b>	<b>\$29,500.00</b>	<b>\$14,500.00</b>
<b>PROJECT TOTAL</b>	<b>\$6,747,552.14</b>	<b>\$122,588.14</b>	<b>\$6,870,140.28</b>	<b>\$414,882.50</b>	<b>\$4,471,213.87</b>	<b>\$2,398,926.32</b>

% of Project Paid to Date

65.08%



- KEYED NOTES:**
- ① PAIR OF DOORS WITH DELAYED EGRESS PANIC
  - ② 20 MINUTE RATED DOOR AND SIDELIGHT
  - ③ AREA OF REFUGE
  - ④ RELOCATED DOORS AND SIDELIGHTS
  - ⑤ RELOCATED DOOR WITH KEYPAD ACCESS
  - ⑥ RELOCATED DOOR AND SIDELIGHT WITH DELAYED EGRESS
  - ⑦ SOLID ALARMED DOOR EMERGENCY EXIT ONLY



**PARTIAL FIRST FLOOR PLAN - COURTHOUSE**  
 1/16" = 1'-0"

q

AR2

ISAKSEN GLERUM WACHTER . LLC  
 114 WEST MAIN STREET T / 217 328 1391  
 URBANA, ILLINOIS 61801 F / 217 328 1401



FIRST FLOOR REVISIONS  
**CCCH. MASONRY RESTOR.**  
 URBANA ILLINOIS

X-FPI
2/17/09
SMM



March 17, 2009

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

Dear Mr. Inman:

As part of Champaign County Nursing Home's on-going Moisture and Mold Control Program, airborne sampling for fungi was conducted quarterly in 2006. In 2007 sampling was conducted in the second and fourth quarters. In 2008 sampling was conducted twice. The purpose of this sampling is to assess levels of fungal spores in the air subsequent to mold remediation performed in 2005. This report presents the results of the December 8 through 11, 2008 sampling.

### Background

Mold remediation was conducted October 3 through November 30, 2005 at the Champaign County Nursing Home at 500 South Art Bartell Road in Urbana, Illinois during its construction. Visible, accessible mold was removed from wood framing members and the interior side of the wall sheathing in Wings 1 and 3, partial height wall studs in Wing 4, and roof underlayment and roof framing members in the attics and soffit of Wings 1, 2 and 3.

Subsequent to mold removal, The Raterman Group, Ltd. performed detailed visual inspections in each work area and collected surface and air samples to ensure that mold remediation efforts had been successful. No visible mold remained in accessible areas after remediation. The results of the surface fungal sampling indicated that fungal levels were reduced to a normal surface fungal ecology as compared with surfaces of reference materials. Non-viable fungal air samples were collected in Wings 1, 2 and 3 and the Core area directly following remediation. The results indicated that the concentrations of mold were comparable or lower than that which was outdoors at the same time period.

Four months after the completion of microbial remediation and prior to occupancy of the Champaign County Nursing Home, comprehensive fungal air sampling was performed throughout the property. Both viable and non-viable airborne fungal concentrations were measured between April 3 and 7, 2006 (serving as 1<sup>st</sup> quarter samples). The data collected and the observations made at the time of the air



sampling and investigation did not indicate the presence of indoor fungal amplification. The airborne levels of fungi were representative of normal fungal ecology.

The results of each air monitoring survey conducted in 2006, 2007 and 2008 were all indicative of normal fungal ecology.

### **Scope of Work**

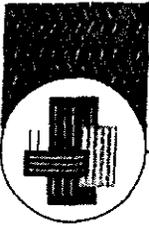
The scope of the December 2008 sampling included the collection of non-viable spore trap samples in the residential areas and attics of Wings 1, 2, 3 and 4, the core service areas and attic and the basement, as well as outside samples. Air samples were collected utilizing Zefon Air-O-Cell cassettes and calibrated vacuum pumps operated at 15 liters per minute (lpm) for ten minutes. Samples were analyzed by direct microscopy by a laboratory accredited by the American Industrial Hygiene Association in Environmental Microbiology.

### **Findings and Conclusions**

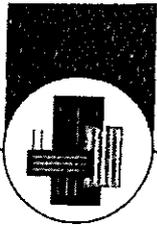
The detailed summaries of the spore trap sampling are presented in Tables 1 through 6 in Appendix A. The laboratory reports and chain of custody forms are in Appendix B. These samples were collected during occupancy and routine operation of the facility.

Both types of air sampling generated data which represents airborne concentrations of fungi at a specific point in time. Airborne concentrations of microbial organisms can vary with weather conditions, ventilation, and disturbance of building materials, human occupancy and other variables. In order to determine if airborne concentrations of mold spores were elevated and warrant further investigation, the sample results were analyzed by comparing inside to outside ratios of mold spores, the presence of marker spores capable of colonizing wet building materials, spore distributions and common outside spore concentrations. Additionally, a visual inspection of the sample areas was performed to identify any colonized mold.

1. The data collected and the observations made at the time of the air sampling and investigation did not indicate the presence of fungal amplification in Wings 1, 2, 3 and 4 residential and attic areas, and the core service areas, attic and basement. The airborne levels of fungi are generally representative of normal fungal ecology.



2. Airborne non-viable Penicillium/Aspergillus spore concentrations in Wing 1, North Branch, Room 131 and Wing 4 Southwest Branch Lounge, Northwest Branch Lounge and East Branch Activity Room were higher than the Penicillium concentrations in outdoor air and higher than the concentrations measured in July, 2008. However, the investigator found no signs of water intrusion or visible mold growth in these areas.
3. In several areas of the Nursing Home evidence of minor water infiltration was found. On the basement level in the Engineer's office one area of stained ceiling tile was present. The tiles were not wet and there was no visible mold growth. There were also stained ceiling tiles in the hallway outside of the Engineer's office. That area was not wet and there was no visible mold growth. The ceiling tile in the northwest corner of the Engineer's office where a leak and visible mold growth was observed during the July 2008 survey had been replaced and the plumbing leak in the kitchen had been fixed.
4. Water that was also observed on the floor in the center of the Central Supply Room B 702 and under the waste lines in the southeast corner of the room during the July survey. The source of the water was the kitchen dishwashing area. No standing water, wet building materials or mold growth was observed during the December 2008 survey. Water from the kitchen steam equipment flows to the floor drains now.
5. During the July, 2008 survey, kitchen personnel reported that mold growth had occurred on the west wall of the kitchen behind the storage rack for the pots and pans. The cause was the accumulation of excess water from wet pots and pans placed on the rack to drip dry. Since work practices have been modified there has been no mold growth or excess water reported.
6. Gypsum board on the ceiling above the kitchen dishwasher was water damaged. The water damage was caused by a one-time event of snow accumulating in the fresh air intake on the roof. The snow melted and flowed into the kitchen. There was no visible mold on the ceiling gypsum board or in the attic above.
7. Indoor relative humidity levels measured during this study were 18 to 38%. Humidity levels in the kitchen are being controlled with more consistent use of the exhaust fans. Relative humidity measurements in the attic ranged from 38 to 55%. Outdoor relative humidity ranged from 35 to 88%.



8. In the hallway outside of the kitchen door, at Room 621 condensate water dripping from an uninsulated valve is still causing the ceiling tile below to become wet. No mold growth was observed.
9. There is a wet ceiling tile in the Central Activity Room 525, caused by condensation on a valve above. No visible mold growth was present.
10. The maintenance engineer is aware of all of these areas of water infiltration and action is being taken to correct the causes of the problems. Most of these moisture problems are indicative of operational issues which have been and continue to be addressed through employee training and routine inspections and maintenance.

#### **Recommendations**

1. The water infiltration caused by condensation on valves above the ceiling of the first floor outside of the kitchen (at Room 621) and in the Central Activity Room 525, should be addressed and properly repaired.
2. During the third quarter 2006 monitoring a small area of dark staining indicative of mold growth found during construction was identified during on the vertical member of a truss in the Wing 4 Attic. It should be removed using the techniques described in the Specifications for Microbial Remediation (dated August 31, 2005) and the wood should be coated with a mold resistant sealant.
3. Mold spores exist throughout our ecosystem. Indoor environments that are kept clean, well maintained and free of persistent high relative humidity, condensation and bulk water will not support mold growth. The most effective way to manage mold in a building is to eliminate or limit the conditions that foster its growth through good operations and maintenance practices.

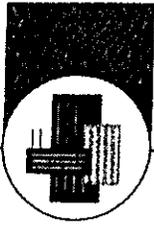


Please contact us if you have any questions relative to this report.

Sincerely,

A handwritten signature in cursive script that reads "Susan M. Raterman".

Susan M. Raterman, CIH  
President



## EXPLANATION OF TERMS

### Introduction

Fungi are one of the five kingdoms of life; this kingdom includes yeasts, **molds**, mushrooms, rusts and smuts. They are a natural and necessary part of the environment. Fungi break down dead organic material (like plants) and continue the cycle of nutrients through ecosystems. Some fungi have a beneficial impact on human lives, most notably penicillin, derived from the fungi *Penicillium*. Exposures to some fungi have been associated with allergies and upper respiratory symptoms as well as asthma in sensitized individuals. Some fungi produce toxins and others can be pathogenic (capable of causing disease), particularly in those people who have compromised immune systems.

If nutrients and water are available and if the temperature is suitable for a reasonable time period, fungi grow and produce spores. Spores are the reproductive cells that are released from a colony to disperse the fungus to a new site for growth or amplification.

Most fungi in buildings originate from outdoor air sources via ventilation systems, windows and doors, or are carried in by the building occupants. When moldy building materials are used during construction mold can also be introduced into the facility. In buildings that are kept dry and well maintained, growth or amplification of fungi does not occur.

### Types of Fungi

Fungi, like plants and animals are identified by the scientific classification system naming the particular genus (plural is genera) and species. It has been estimated that over one million different species of fungi exist. The list below describes some of the common genera of fungi identified in the air samples collected.

#### *Alternaria*

*Alternaria* sp. is ubiquitous genus of fungi, commonly found in soil, dead organic debris/plant tissue, decaying wood and foods. *Alternaria* spores are one of the most common and potent indoor and outdoor airborne allergens. In immunocompromised patients, *Alternaria* can cause nasal lesions, subcutaneous lesions, nail infections. Indoors, under proper conditions, *Alternaria* can grow near condensation on window frames, in showers, on house dust in carpeting, on building supplies, leather, cosmetics, paper, sewage and other substrates.

#### *Aspergillus*

*Aspergillus* sp. is a ubiquitous genus of fungi, found in soil, plant debris and the indoor air environment. With approximately 200 different species of *Aspergillus*, it is one of the most common fungal genera worldwide. *Aspergillus* is an allergen and is the second most common opportunistic pathogen, affecting mostly individuals who are immunocompromised. The many



species differ in their potential to cause adverse health effects. *A. fumigatus* can cause invasive lung disease and allergic sinusitis; *A. flavus* can cause nasal sinus lesions and *A. niger* can cause "Swimmer's ear" and invasive disease. *Aspergillus* grows on a wide range of substrates indoors and is prevalent in water damaged buildings.

#### ***Ascospores***

Ascospores, found everywhere in nature, are produced by morels, truffles, ergot and many micro-fungi. They are predominant during periods of high humidity or rain. Their ability to cause allergic reactions or produce toxins depends upon the genus and species. They grow indoors on damp substrates.

#### ***Basidiospores***

Basidiospores, produced by mushrooms, puffballs, shelf fungi, rusts, smuts and many other fungi are ubiquitous and found in gardens and woodlands. Certain Basidiospores cause white and brown wood rot and grow on the structural wood of buildings under the appropriate conditions. There are approximately 1200 genera of Basidiospores, some of which are allergens.

#### ***Cladosporium***

*Cladosporium* sp. is ubiquitous and one of the most common genera of fungi worldwide. They are found in the soil, dead plant matter, leaf surfaces, woody plants and straw. *Cladosporium* are not highly toxic or pathogenic but are a common allergen. Indoors, *Cladosporium* grow on many substrates in damp or wet spaces, including wood, textiles, window sills and fiberglass.

#### ***Penicillium***

*Penicillium* sp. is ubiquitous, is found in soil, decaying plant debris, compost piles, and fruit and is one of the most common fungal genera worldwide. *Penicillium* is associated with allergies, hypersensitivity pneumonitis, and various toxins are produced by different species. These fungi are commonly found in house dust. They grow in water damaged buildings on wallpaper, wallpaper glue, decaying fabrics and leather. Blue mold commonly grows on cheese, cereals, fruits and vegetables.

### **Analytical Terminology**

Two types of air sampling were performed; non-viable, also referred to as spore trap sampling, and viable also known as culturable sampling.

#### ***Spore Trap Sampling***

A spore trap sample collects spores and particulate matter in the air. Both living (viable) and dead (non-viable) spores are collected and counted. The analysis does not differentiate living from dead mold and does not distinguish the species of mold. *Penicillium* and *Aspergillus* genera are counted together as the method cannot distinguish the two.



In the spore trap laboratory report, raw count refers to the number of spores identified on the sample filter area. Spores/cubic meter ( $\text{spore}/\text{m}^3$ ) is a measure of concentration, that is, the number of spores in one cubic meter of air, at the time of sampling. The samples are collected for 10 minutes at a flow rate of 15 liters/minute for a total of 150 liters of air. One cubic meter is 1000 liters. To calculate concentration, the raw count is divided by 150 liters and multiplied by 1000.

Spores/cubic meter is the important number on the lab reports as it reflects the concentration of spores in the air at the time of sampling.

*Culturable sampling*

Viable fungi are measured by using culturable sampling media. Airborne fungi are collected on agar plates (mold food) and are incubated in the lab. The living spores grow in colonies on the agar and are measured as Colony Forming Units per cubic meter of air ( $\text{CFU}/\text{m}^3$ ).





**TABLE ONE  
CHAMPAIGN COUNTY NURSING HOME  
WING ONE  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 9, 2008**

<b>Sample Number</b>	<b>Location</b>	<b>Non-Viable Fungi (Spores/m<sup>3</sup>)</b>
1076 120908-24	Wing 1 N Branch Room 131	27 Cladosporium 450 Penicillium/Aspergillus 480 Total spores/m <sup>3</sup>
1076 120908-25	Wing 1 N Branch Room 126	< 7 Total spores/m <sup>3</sup>
1076 120908-26	Wing 1 W Branch Room 124	27 Ascospores 27 Total spores/m <sup>3</sup>
1076 120908-27	Wing 1 W Branch Room 118	7 Alternaria 27 Ascospores 53 Cladosporium 87 Total spores/m <sup>3</sup>
1076 120908-28	Wing 1 S Branch Room 113	320 Cladosporium 320 Total spores/m <sup>3</sup>
1076 120908-29	Wing 1 S Branch Room 109	< 7 Total spores/m <sup>3</sup>



**TABLE ONE  
CHAMPAIGN COUNTY NURSING HOME  
WING ONE  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 9, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 120908-30	Wing 1 Nurse Station	7 Alternaria 7 Total spores/m <sup>3</sup>
1076 120908-31	Wing 1 Attic W Branch Lounge Area	130 Alternaria 110 Ascospores 130 Basidiospores 73 Cercospora 2,800 Cladosporium 40 Epicoccum 7 Oidium 7 Other Brown 53 Penicillium/Aspergillus 7 Pithomyces 130 Smuts, Periconia, Myxomycetes 7 Spegazzinia 3,500 Total spores/m <sup>3</sup>
1076 120908-32	Wing 1 Attic W Branch Room 123	370 Ascospores 210 Basidiospores 53 Cladosporium 640 Total spores/m <sup>3</sup>
1076 120908-33	Wing 1 Attic Nurse Station	53 Ascospores 130 Basidiospores 27 Cladosporium 210 Total spores/m <sup>3</sup>



**TABLE ONE  
CHAMPAIGN COUNTY NURSING HOME  
WING ONE  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 9, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 120908-34	Wing 1 Attic S Branch Room 110	20 <i>Alternaria</i> 53 Ascospores 210 Basidiospores 400 <i>Cladosporium</i> 27 <i>Epicoccum</i> 67 Smuts, <i>Periconia</i> , <i>Myxomycetes</i> 780 Total spores/m <sup>3</sup>
1076 120908-35	Wing 1 Attic S Branch Room 113	110 Ascospores 350 Basidiospores 80 <i>Cladosporium</i> 7 <i>Epicoccum</i> 540 Total spores/m <sup>3</sup>
1076 120908-36	Wing 1 Attic N Branch Room 130	13 <i>Alternaria</i> 53 Ascospores 160 Basidiospores 7 <i>Cercospora</i> <b>160 <i>Cladosporium</i></b> 7 <i>Epicoccum</i> 7 Smuts, <i>Periconia</i> , <i>Myxomycetes</i> 410 Total spores/m <sup>3</sup>
1076 120908-37	Wing 1 Attic N Branch Room 131	7 <i>Alternaria</i> 110 Ascospores 290 Basidiospores 530 <i>Cladosporium</i> 13 Smuts, <i>Periconia</i> , <i>Myxomycetes</i> 950 Total spores/m <sup>3</sup>



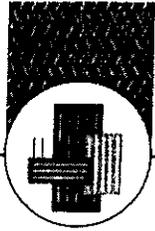
**TABLE TWO  
CHAMPAIGN COUNTY NURSING HOME  
WING TWO  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 10, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 121008-52	Wing 2 Attic Nurse Station	< 7 Total spores/m <sup>3</sup>
1076 121008-53	Wing 2 Attic SE Branch Lounge	27 Ascospores 27 Total spores/m <sup>3</sup>
1076 121008-54	Wing 2 Attic SE Branch Room 222	130 Cladosporium 130 Total spores/m <sup>3</sup>
1076 121008-55	Wing 2 SW Branch Room 230	7 Cercospora 7 Total spores/m <sup>3</sup>
1076 121008-56	Wing 2 Attic SW Branch Room 238	7 Alternaria 27 Ascospores 13 Cercospora 1,000 Cladosporium 20 Epicoccum 7 Nigrospora 7 Pithomyces 40 Smuts, Periconia, Myxomycetes 7 Torula 1,200 Total spores/m <sup>3</sup>



**TABLE TWO  
CHAMPAIGN COUNTY NURSING HOME  
WING TWO  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 10, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 121008-57	Wing 2 Attic NE Branch Room 210	33 <i>Alternaria</i> 53 Ascospores 53 Basidiospores 7 <i>Bipolaris/Drechslera</i> 20 <i>Cercospora</i> 160 <i>Cladosporium</i> 20 <i>Epicoccum</i> 13 Other Brown 7 Smuts, <i>Periconia</i> , <i>Myxomycetes</i> 370 Total spore/m <sup>3</sup>
1076 121008-58	Wing 2 Attic NE Branch, Room 222	27 <i>Alternaria</i> 53 Ascospores 53 Basidiospores 7 <i>Cercospora</i> 560 <i>Cladosporium</i> 20 <i>Epicoccum</i> 13 Other Brown 7 <i>Pithomyces</i> 740 Total spores/m <sup>3</sup>



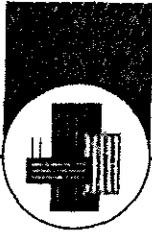
**TABLE TWO  
CHAMPAIGN COUNTY NURSING HOME  
WING TWO  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 11, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 121108-69	Wing 2 SW Branch, Room 231	13 Alternaria 53 Cladosporium 7 Smuts, Periconia, Myxomycetes 73 Total spore/m <sup>3</sup>
1076 121108-70	Wing 2 SW Branch Room 226	20 Alternaria 7 Other Brown 27 Total spore/m <sup>3</sup>
1076 121108-71	Wing 2 SW Branch Room 221	13 Alternaria 80 Cladosporium 20 Epicoccum 7 Nigrospora 7 Other Brown 7 Rusts 7 Smuts, Periconia, Myxomycetes 140 Total spore/m <sup>3</sup>
1076 121108-72	Wing 2 SW Branch Room 216	< 7 Total spore/m <sup>3</sup>



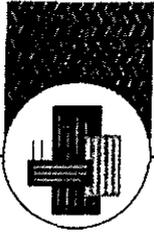
**TABLE TWO  
CHAMPAIGN COUNTY NURSING HOME  
WING TWO  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 11, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 121108-73	Wing 2 SW Branch Room 210	7 Alternaria 27 Ascospores 53 Basidiospores 290 Cladosporium 160 Penicillium/Aspergillus 7 Smuts, Periconia, Myxomycetes 550 Total spore/m <sup>3</sup>
1076 121108-74	Wing 2 SW Branch Room 207	27 Cladosporium 27 Total spore/m <sup>3</sup>
1076 121108-75	Wing 2 Nurse Station	7 Alternaria 27 Ascospores 53 Cladosporium 13 Epicoccum 7 Nigrospora 110 Total spore/m <sup>3</sup>



**TABLE THREE  
CHAMPAIGN COUNTY NURSING HOME  
WING THREE  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 8, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 120808-15	Wing 3 NW Branch, Lounge Area	27 Cladosporium 7 Nigrospora 33 Total spores/m <sup>3</sup>
1076 120808-16	Wing 3 NW Branch, Room 320	7 Alternaria 27 Cladosporium 7 Epicoccum 40 Total spores/m <sup>3</sup>
1076 120808-17	Wing 3 NE Branch, Lounge Area	< 7 Total spores/m <sup>3</sup>
1076 120808-18	Wing 3 NE Branch Room 310	7 Alternaria 7 Epicoccum 7 Other Brown 20 Total spores/m <sup>3</sup>
1076 120808-19	Wing 3 SW Branch Room 331	27 Basidiospores 27 Cladosporium 53 Total spores/m <sup>3</sup>



**TABLE THREE  
CHAMPAIGN COUNTY NURSING HOME  
WING THREE  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 8, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 120808-20	Wing 3 SW Branch Storage Room 348	< 7 Total spores/m <sup>3</sup>
1076 120808-21	Wing 3 SW Branch Nurse Station	7 Alternaria 7 Total spores/m <sup>3</sup>



**TABLE THREE  
CHAMPAIGN COUNTY NURSING HOME  
WING THREE  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 9, 2008**

Sample Number	Location	Non-Viable Fungi (Spores /m <sup>3</sup> )
1076 120908-39	Wing 3 Attic NW Branch Lounge	< 7 Total spores/m <sup>3</sup>
1076 120908-40	Wing 3 Attic NW Branch Room 309	7 Alternaria 80 Ascospores 830 Basidiospores 130 Cladosporium 13 Epicoccum 20 Smuts, Periconia, Myxomycetes 1,100 Total spore/m <sup>3</sup>
1076 120908-41	Wing 3 Attic NE Branch Room 314	40 Alternaria 27 Ascospores 350 Basidiospores 670 Cladosporium 13 Epicoccum 7 Nigrospora 7 Pithomyces 13 Rusts 7 Smuts, Periconia, Myxomycetes 1,100 Total spores/m <sup>3</sup>



**TABLE THREE  
CHAMPAIGN COUNTY NURSING HOME  
WING THREE  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 9, 2008**

Sample Number	Location	Non-Viable Fungi (Spores /m <sup>3</sup> )
1076 120908-42	Wing 3 Attic NE Branch Room 311	13 Alternaria 130 Basidiospores 400 Cladosporium 13 Epicoccum 7 Nigrospora 13 Smuts, Periconia, Myxomycetes 580 Total spores/m <sup>3</sup>
1076 120908-43	Wing 3 Attic Nurse Station	160 Ascospores 640 Basidiospores 27 Cladosporium 830 Total spore/m <sup>3</sup>
1076 120908-44	Wing 3 Attic SW Branch Room 332	53 Alternaria 130 Ascospores 2,100 Basidiospores 7 Bipolaris/Drechslera 47 Cercospora 2,100 Cladosporium 120 Epicoccum 13 Pithomyces 7 Rusts 93 Smuts, Periconia, Myxomycetes 4,700 Total spores/m <sup>3</sup>
1076 120908-45	Wing 3 Attic SW Branch Room 331	53 Ascospores 830 Basidiospores 53 Cladosporium 930 Total spores/m <sup>3</sup>



**TABLE FOUR  
CHAMPAIGN COUNTY NURSING HOME  
WING FOUR  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 10, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 121008-60	Wing 4 Attic SW Branch Room 404	53 Cladosporium 7 Smuts, Periconia, Myxomycetes 60 Total spores/m <sup>3</sup>
1076 121008-61	Wing 4 Attic SW Branch Room 409	80 Ascospores 80 Basidiospores 160 Total spores/m <sup>3</sup>
1076 121008-62	Wing 4 Attic E Branch Far SE Side	130 Alternaria 27 Ascospores 27 Bipolaris/Drechslera 27 Cercospora 2,700 Cladosporium 53 Epicoccum <del>7 Pithomyces</del> 7 Rusts 130 Smuts, Periconia, Myxomycetes 7 Spegazzinia 13 Torula 3,100 Total spores/m <sup>3</sup>



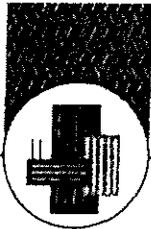
**TABLE FOUR  
CHAMPAIGN COUNTY NURSING HOME  
WING FOUR  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 10, 2008**

Sample Number	Location	Non-Viable Fungi (Spores /m <sup>3</sup> )
1076 121008-63	Wing 4 Attic E Branch Far SW Side	7 Alternaria 27 Ascospores 47 Cercospora 1,600 Cladosporium 7 Pithomyces 47 Smuts, Periconia, Myxomycetes 1,700 Total spores/m <sup>3</sup>
1076 121008-64	Wing 4 Attic Nurse Station	590 Alternaria 240 Ascospores 110 Basidiospores 20 Bipolaris/Drechslera 40 Cercospora 11,000 Cladosporium 210 Epicoccum 7 Other Brown 27 Pithomyces 80 Smuts, Periconia, Myxomycetes 53 Torula 7 Ulocladium 13,000 Total spores/m <sup>3</sup>



**TABLE FOUR  
CHAMPAIGN COUNTY NURSING HOME  
WING FOUR  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 10, 2008**

Sample Number	Location	Non-Viable Fungi (Spores /m <sup>3</sup> )
1076 121008-65	Wing 4 Attic NE Branch Above Bath	450 Alternaria 250 Ascospores 53 Basidiospores 13 Bipolaris/Drechslera 33 Cercospora 9,000 Cladosporium 93 Epicoccum 20 Pithomyces 87 Smuts, Periconia, Myxomycetes 13 Ulocladium 10,000 Total spores/m <sup>3</sup>
1076 121008-66	Wing 4 Attic Living Room	210 Alternaria 130 Ascospores 80 Basidiospores 60 Cercospora 2,800 Cladosporium 110 Epicoccum 13 Pithomyces 13 Rusts 120 Smuts, Periconia, Myxomycetes 7 Torula 3,600 Total spores/m <sup>3</sup>



**TABLE FOUR  
CHAMPAIGN COUNTY NURSING HOME  
WING FOUR  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 11, 2008**

<b>Sample Number</b>	<b>Location</b>	<b>Non-Viable Fungi (Spores /m<sup>3</sup>)</b>
1076 121108-76	Wing 4 SW Branch Lounge	27 Basidiospores 27 Cladosporium 53 Penicillium/Aspergillus 13 Smuts, Periconia, Myxomycetes 120 Total spores/m <sup>3</sup>
1076 121108-77	Wing 4 Nurse Station	27 Ascospores 7 Epicoccum 33 Total spores/m <sup>3</sup>
1076 121108-78	Wing 4 NW Branch Lounge	290 Penicillium/Aspergillus 290 Total spores/m <sup>3</sup>
1076 121108-79	Wing 4 Mechanical Room	< 7 Total spores/m <sup>3</sup>
1076 121108-80	Wing 4 E Branch Room 422	110 Cladosporium 110 Total spores/m <sup>3</sup>
1076 121108-81	Wing 4 E Branch SE Side of Living Room	< 7 Total spores/m <sup>3</sup>



**TABLE FOUR  
CHAMPAIGN COUNTY NURSING HOME  
WING FOUR  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 11, 2008**

<b>Sample Number</b>	<b>Location</b>	<b>Non-Viable Fungi (Spores /m<sup>3</sup>)</b>
1076 121108-82	Wing 4 E Branch Activity Room	53 Ascospores 53 Cladosporium 7 Epicoccum 1,200 Penicillium/Aspergillus 1,300 Total spores/m <sup>3</sup>



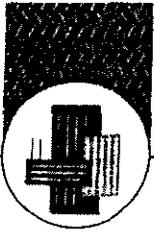
**TABLE FIVE  
CHAMPAIGN COUNTY NURSING HOME  
CORE, BASEMENT  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 8, 2008**

<b>Sample Number</b>	<b>Location</b>	<b>Non-Viable Fungi (Spores/m<sup>3</sup>)</b>
1076 120808-02	Basement E Mechanical Room B711	7 Alternaria 27 Cladosporium 7 Epicoccum 40 Total spores/m <sup>3</sup>
1076 120808-03	Basement General Storage Room B712	27 Penicillium/Aspergillus types 7 Pithomyces 33 Total spores/m <sup>3</sup>
1076 120808-04	Basement Laundry Room B717	7 Alternaria 27 Penicillium/Aspergillus types 7 Pithomyces 40 Total spores/m <sup>3</sup>
1076 120808-05	Basement Central Supply Room B702	27 Basidiospores 7 Chaetomium 53 Cladosporium 13 Other Brown 490 Penicillium/Aspergillus types 20 Smuts, Periconia, Myxomycetes 610 Total spores/m <sup>3</sup>
1076 120808-06	Basement W Mechanical East End Room	53 Penicillium/Aspergillus types 7 Smuts, Periconia, Myxomycetes 60 Total spores/m <sup>3</sup>



**TABLE FIVE  
CHAMPAIGN COUNTY NURSING HOME  
CORE, BASEMENT  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 8, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 120808-07	Basement W Mechanical West End Room	27 Basidiospores 7 Rusts 33 Total spores/m <sup>3</sup>
1076 120808-08	Core Kitchen Room 621	< 7 Total spores/m <sup>3</sup>
1076 120808-09	Core E Dining Room 602	13 Epicoccum 27 Penicillium/Aspergillus types 40 Total spores/m <sup>3</sup>
1076 120808-10	Core Central Activity Room 525	27 Basidiospores 7 Nigrospora 7 Other Brown 53 Penicillium/Aspergillus types 7 Pithomyces 13 Smuts, Periconia, Myxomycetes 110 Total spores/m <sup>3</sup>
1076 120808-11	Core Day Care	7 Smuts, Periconia, Myxomycetes 7 Total spores/m <sup>3</sup>



**TABLE FIVE  
CHAMPAIGN COUNTY NURSING HOME  
CORE, BASEMENT  
SUMMARY OF AIRBORNE CONCENTRATIONS OF FUNGI  
DECEMBER 10, 2008**

Sample Number	Location	Non-Viable Fungi (Spores/m <sup>3</sup> )
1076 120808-12	Core Conference Room 161	27 Cladosporium 53 Penicillium/Aspergillus types 7 Smuts, Periconia, Myxomycetes 87 Total spores/m <sup>3</sup>
1076 120808-13	Core N Dining Room 630	< 7 Total spores/m <sup>3</sup>



**BERNS, CLANCY AND ASSOCIATES**

PROFESSIONAL CORPORATION

**ENGINEERS • SURVEYORS • PLANNERS**

March 9, 2009

THOMAS BERNS  
EDWARD CLANCY  
CHRISTOPHER BILLING  
DONALD WAUTHIER

BRIAN CHAILLE  
DAN ROTHERMEL  
JOHN LYONS  
ROGER MEYER

MICHAEL BERNS  
OF COUNSEL

Pius Wiebel  
Champaign County Board  
709 West Green Street  
Champaign, Illinois 61820

**RE: ACEC AWARD RECOGNITION  
SCOTTWOOD SUBDIVISION STORMWATER MANAGEMENT PROJECT  
URBANA, CHAMPAIGN COUNTY, ILLINOIS**

Dear Pius:

This project was entered in the American Council of Engineering Companies of Illinois 2009 Engineering Excellence Awards Competition. This project was selected for an award for the 2009 Engineering Excellence Award in **Water Resources** from the American Council of Engineering Companies of Illinois from among a group of several dozen entries. This project was recognized at the **ACEC Awards Luncheon** on February 13, 2009 at the Drake Hotel in Chicago, Illinois.

Due to your interest or involvement with this project, we enclose one (1) project exhibit which was prepared for the **ACEC Awards Luncheon**. Incidentally, this project also recently received the Great Lakes Daniel Flaherty Park Excellence Award for the Urbana Park District Weaver Park.

A successful project of this scope and intricacy is only accomplished through resourceful teamwork. Representatives from a wide variety of firms, agencies, backgrounds, and interests contributed to this successful, award-winning project.

We count you among the group that helped to forge this successful outcome. Please accept our sincerest appreciation for your efforts and support. Hopefully, the enclosed project exhibit will remind you of your accomplishments to help bring this unique community asset to reality. Thank you.

Thank you,  
**BERNS, CLANCY AND ASSOCIATES, P.C.**

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

*Pius -  
Thanks for your support to  
help these residents -  
Tom Berns*

TBB:blk  
Enclosure  
J:\53701-5715370-57 le5.doc

**Mark Beckwith**  
Chief of Police  
Milan  
President

**Robert McCarty**  
Sheriff  
Livingston County  
Vice-President

**Donald Bennett**  
Chief of Police  
Plainfield  
Treasurer

**Larry Evans**  
Chief of Police  
Centralia  
Secretary

**Brent Fischer**  
Sheriff  
Adams County  
Sergeant-at-Arms

**James Page**  
ILEAS  
Executive Director

TO: Deb Busey, Champaign County March 9, 2009

FROM: James Page, ILEAS

RE: ILEAS Lease of the Former Champaign County Nursing Home at 1701 E. University

As per our last conversation, I am submitting a written proposal regarding the extension of the ILEAS lease of 1701 E. Main Street. As you are aware, the Lease allows ILEAS an option reopen. Section 2 states:

**Option to Reopen**

**“As set forth in paragraph 9 of the Lease Schedule, upon Expiration of this Lease, Tenant shall have two (2) options of three (3) years each to enter into a new lease agreement for the same Premises (“Option”). To exercise each Option, Tenant must inform the Landlord of its intent in writing not less than ninety (90) days of the Expiration of the current Lease. The conditions of such new lease will be identical to this Lease with the following exceptions:**

- A. **Rent. At the time Tenant exercises the Option to Reopen, it is anticipated the annual rent shall be based upon a charge of \$5 per square foot for the total square footage occupied by the Tenant as office space.**
- B. **Term. Lease term shall be for three (3) years.**
- C. **Tenant Duties Tenant shall take over payment of all gas, electric and water/sewage expenses upon commencement of the first Option. “**

ILEAS proposes that the current lease be amended to allow the extension of one year of lease and utilities. The current lease runs from August 23, 2007 through August 23, 2010. See below:

Original From	Original To	Expenses	County Responsibility
August 23, 2007	August 22, 2010	\$2.83 Million	Utilities (\$120,000 - \$130,000 annually)
August 23, 2010 (option re-opener)	August 22, 2013	\$150,000 Utilities (\$130,000-\$140,000 annually)	
August 23, 2013 (optional re-opener)	August 22, 2016	\$150,000 Utilities (\$130,000-\$140,000 annually)	

ILEAS is proposing the insertion of two individual years paid as shown below:

Proposed From	Proposed To	ILEAS Lease & Costs	County Responsibility
August 23, 2007	August 22, 2010	\$2.83 Million	Utilities (\$120,000 - \$130,000 annually)
August 24, 2010	August 22, 2011	\$300,000	Utilities (\$130,000 - \$140,000 annually)
August 23, 2011 (optional re-opener)	August 22, 2014	\$150,000 Utilities (\$140,000-\$150,000 annually)	
August 23, 2014 (optional re-opener)	August 22, 2017	\$150,000 Utilities (\$140,000-\$150,000 annually)	

The proposal is as follows:

- ILEAS and Champaign County reach an agreement to amend the current lease with regard to only two issues, lease extension and storage. All other portions of the lease will stand as written and signed.
- ILEAS requests to extend the original lease period from 2010 to 2011 and pay now. This payment will cover all expenses, including utilities and the square footage lease.
- ILEAS will pay \$300,000 upon approval of the lease for this extended period.
- Basically, ILEAS wants to add a year onto the original three before the two three-year re-openers and is willing to pay the cost of that extension now.
- The storage issue should be amended so that it is reflected that ILEAS will have three heated garage bays on site and approved similar space at another location at Champaign County's option. Currently that space is in the Gill Building. The current lease indicating that ILEAS have use of the entire north utility garage will be amended to show that ILEAS will have use of the west two heated bays of that building. Champaign County agrees to cooperate if, in fact, ILEAS secures funding for a newly constructed storage building on Champaign County property.

The ILEAS Governing Board has approved this expenditure. ILEAS is in the process of getting permission for this arrangement from the State of Illinois. ILEAS will be ready to proceed by next week.

**Amendment to the Lease for Regional Law Enforcement  
Training Center between CHAMPAIGN COUNTY, ILLINOIS as  
Landlord and ILLINOIS LAW ENFORCEMENT ALARM SYSTEM  
as Tenant**

**1701 E. Main Street  
Urbana, Illinois 61802**

This Lease Amendment is made this 1<sup>st</sup> day of April, 2009 between Champaign County, Illinois ("Landlord") and the Illinois Law Enforcement Alarm System ("Tenant").

IN CONSIDERATION THEREOF, THE PARTIES COVENANT AND AGREE:

1. Pursuant to Section 2 of the original LEASE, entitled, OPTION TO REOPEN, and the LEASE SCHEDULE Sections Five (5), Six (6), Seven (7), Eight (8) and Nine (9), the parties hereby agree to extend the lease as follows:
  - a. The original three year lease period from September 1, 2007 through December 31, 2010 is hereby extended until December 31, 2011.
  - b. In consideration for the Lease extension, Tenant will pay rent to the Landlord of \$300,000 to be paid in full by May 15<sup>th</sup>, 2009.
2. The original OPTION TO REOPEN will continue in force starting with two three-year options to reopen; the first three year option beginning on January 1<sup>st</sup>, 2012.
3. Pursuant to Section 4 of the Lease Schedule and Exhibit B of the original LEASE, the Landlord and the Tenant agree that the following modifications be made:
  - a. The Landlord shall provide at least three heated garage bays on site at 1701 E. Main, Urbana, Illinois. These bays are identified as:
    - i. The two west heated bays of the north Champaign County Highway garage building
    - ii. The west bay of the Champaign County Emergency Management Agency garage
    - iii. The Landlord shall also provide 3,600 square feet of storage space to ILEAS, at a site selected by the Landlord.
  - b. The Tenant shall provide alarm service for the three heated bays on site.
  - c. The parties agree to the amended Exhibit B as attached herein.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE THE DAY AND YEAR FIRST ABOVE WRITTEN.

TENANT:  
Illinois Law Enforcement Alarm System

LANDLORD  
Champaign County, Illinois

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**LEASE**  
**FOR**  
**REGIONAL LAW ENFORCEMENT TRAINING CENTER**

**BETWEEN**

**CHAMPAIGN COUNTY, ILLINOIS**  
**AS LANDLORD**

**AND**

**ILLINOIS LAW ENFORCEMENT ALARM SYSTEM**  
**AS TENANT**

**1701 EAST MAIN STREET**  
**URBANA, ILLINOIS**

**LEASE SCHEDULE**

1. Landlord and Address: Champaign County, Illinois  
1776 E. Washington  
Urbana, IL 61802  
Attention: Denny Inman
2. Tenant and Address: Illinois Law Enforcement Alarm System  
1905 East Main Street  
Urbana, Illinois 61802  
Attention: James Page
3. Date of Lease: September 1, 2007
4. Premises: Approximately twenty-three (23) acres, including a one hundred twenty thousand (120,000) square foot building (the "Building") and a five (5) bay garage (the "Garage"), commonly known as 1701 East Main Street, Urbana, Illinois, 61802, and further depicted on Exhibit A attached hereto and incorporated by this reference herein
5. Term: September 1, 2007 to December 31, 2010
6. Commencement Date: September 1, 2007
7. Expiration Date: December 31, 2010
8. Rent: Two Million Eight Hundred Thirty Thousand Dollars (\$2,830,000)
9. Options: Two (2) options of three (3) years each upon the same terms as provided for in this Lease (with certain exceptions listed in Lease) exercisable at any time during the Term (as the same may be extended) upon ninety (90) days prior written notice
10. Broker(s): No Broker
11. Landlord Agent: For purposes of this Lease, Champaign County Administrator of Facilities and Procurement shall be the Agent of Landlord.
12. Tenant Agent: For purposes of this Lease, the ILEAS Executive Director shall be the Agent of Tenant.

**EXHIBITS**

A - PLAN OF PREMISES

B - WORK LETTER AGREEMENT

C - JANITORIAL SERVICES

**LEASE**

THIS LEASE, made this 1<sup>st</sup> day of September, 2007 between CHAMPAIGN COUNTY, ILLINOIS ("Landlord") and ILLINOIS LAW ENFORCEMENT ALARM SYSTEM ("Tenant").

WITNESSETH:

That Landlord hereby leases to Tenant the premises (the "Premises") described in Paragraph 4 of the Lease Schedule. This Lease begins on September 1, 2007 and terminates on December 31, 2010, with the options set forth in Section 2 of this Lease. This Lease supersedes and replaces any previous lease agreement between Landlord and Tenant.

IN CONSIDERATION THEREOF, THE PARTIES COVENANT AND AGREE:

1. **RENT.** Tenant shall pay to Landlord rent ("Rent") in a lump sum amount of Two Million Eight Hundred Thirty Thousand Dollars (\$2,830,000) on September 1, 2007. Included in this Rent is \$30,000 which the Landlord shall distribute into the budget for 1701 E. Main St. as a maintenance line item for the said lease premises to pay for any necessary repairs to the said premises which are not anticipated by either party at the commencement of this lease term. Should this \$30,000 not be expended in its entirety for such repairs during the lease term for the said premises, the Landlord shall be allowed to transfer the remaining balance to its general corporate fund.

2. **OPTION TO REOPEN.** As set forth in paragraph 9 of the Lease Schedule, upon Expiration of this Lease, Tenant shall have two (2) options of three (3) years each to enter into a new lease agreement for the same Premises ("Option"). To exercise each Option, Tenant must inform the Landlord of its intent in writing not less than ninety (90) days of the Expiration of the then current Lease. The conditions of such new lease will be identical to this Lease with the following exceptions:

A. **Rent.** At the time Tenant exercises the Option to Reopen, it is anticipated the annual rent shall be based upon a charge of \$5 per square foot for the total square footage occupied by the Tenant as office space.

B. **Term.** Lease term shall be for three (3) years.

C. **Tenant Duties.** Tenant shall take over payment of all gas, electric, and water/sewage expenses upon commencement of the first Option.

3. **UTILITIES AND SERVICES.**

A. **Landlord's Obligations.** Landlord shall provide the following services at Landlord's sole expense:

(1) Heating and air conditioning of those portions of the Building as are further identified on Exhibit A (the "Office Area") during dates and times the Office Area is used by Tenant.

(2) Lighting of the Building, the Garage and parking lot during appropriate hours, depending upon seasons of the year.

(3) Hardwired access to the Champaign County fiber network.

(4) Emergency generator maintenance and routine testing to assure its reliability.

(5) Potable water and sanitary sewer service in such amounts within the Building as Tenant may reasonably require.

(6) Outdoor parking facilities consisting of at least one hundred twenty-five (125) improved surface parking spaces as set forth in Exhibit A – “Parking Area”. Upon a showing of a need for additional temporary parking and upon approval of the Landlord’s Agent, Tenant may use the parking areas set forth in Exhibit A – “Overflow Parking” provided such Overflow Parking does not inhibit the flow of traffic of the Landlord.

(7) Snow removal of parking lot and sidewalks on the Premises whenever snowfall accumulates to more than one (1) inch.

(8) Ice removal of the parking lot and sidewalks on the Premises whenever ice accumulates on said parking lot or sidewalks.

(9) Landscaping of the Premises, including maintenance of outdoor furniture, tree trimming, flower and shrub maintenance, and grass cutting.

(10) Janitorial services of the Office Area under the conditions set forth in Exhibit C.

(11) General cleaning of the entire Building upon completion of the renovations set forth in Appendix B. “General cleaning” includes, but is not limited to, removal of all garbage, clean and mop all restrooms, wash and clean all floors and carpets, wash windows (inside and out), clean and repair any gutters and downspouts, and pest abatement.

(12) Until such time as the renovations set forth in Exhibit B are completed and Tenant can occupy the Premises, Landlord agrees that Tenant may use the facilities located in the basement of 1905 E. Main Street, Urbana, IL 61802.

B. Tenant’s Obligations. Tenant shall provide the following duties and utilities at its expense:

(1) Telephone, communication systems, and cable usage.

(2) Janitorial services in the areas designated in Exhibit A as the “Training Areas” and the “Garage”.

(3) Internet and network wiring internal to the Premises.

(4) Security system installation and maintenance.

(5) Furniture for offices and classrooms.

(6) Training equipment and supplies.

(7) Daily management oversight of the entire Premises, including management of sublease accounts and room rentals.

4. USE.

A. Use. Tenant shall use and occupy the Premise as a training center for homeland security education activities including classroom training, live-action scenarios and related and ancillary activities for law enforcement officers, emergency responders, security personal and or other persons requesting such training. Tenant may also use the Premises as part of an Emergency Response Center in the advent of a national, state, or local emergency. Landlord warrants the Premises has all necessary zoning requirements to permit said use. Tenant is allowed to use firearm simulators on the lease premises, but is absolutely prohibited from the use of live ammunition on the said premises at any time during this Lease.

B. Fixtures. Any furniture, fixtures and equipment remaining at the facility when Tenant takes possession, may be utilized by the Tenant for the duration of the Lease. The Tenant and the Landlord will mutually develop a list of said remaining furniture, fixtures and equipment upon Tenant taking possession of the Premises.

C. No Violation of Laws. Tenant shall not occupy or use the Premises or permit the use or occupancy of the Premises for any purpose or in any manner which would violate any present or future federal, state or local law, ordinance or regulation.

D. Environmental Protection. Tenant shall not cause any violation of any present or future federal, state or local law, ordinance or regulation related to environmental conditions in or about the Premises, including, but not limited to, the illegal: use, generation, release, manufacture, refining, production, processing, or disposal of any "Hazardous Substances" (as defined in Paragraph 4E) in or about the Premises. Landlord represents and warrants to Tenant that no Hazardous Substances are present on, under or at the Premises upon the commencement of this Lease. Tenant is allowed to utilize exercise simulations which would simulate the use of hazardous substances, as defined in Paragraph 4E.

E. Hazardous Substances. As used in this Section 3, "Hazardous Substances" shall mean and include, without limitation, flammables, explosives, radioactive materials, asbestos containing materials (ACMs), polychlorinated byphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and petroleum products, chlorofluorocarbons (CFCs) and substances declared to be hazardous or toxic under any present or future federal, state or local law, ordinance or regulation.

5. ALTERATIONS.

A. Approvals. Tenant may make alterations to the Premises upon receiving written consent of the Landlord's Agent. Upon receiving a written request for alterations, the Landlord's Agent must provide Tenant with written acceptance, rejection, or request for more information within thirty (30) days of said request. Failure to provide a written acceptance, rejection, or request for more information within thirty (30) days will be deemed acceptance of Tenant's request for alteration.

B. Consent. As a condition to granting its consent to any alteration, Landlord may impose reasonable requirements, including, without limitation, requirements as to the manner and time for the performance of such alteration and the type and amount of insurance and bonds Tenant must acquire and maintain during the course of performance of such alteration.

C. Expenses. Tenant shall pay the entire cost of any alteration (except such alterations as are further provided for in the Work Letter Agreement). If both parties can come to an agreement, Landlord may pay the alteration expenses and recoup those expenses from Tenant with a monthly lease payment. If Landlord pays for the alterations, the alterations become permanent and the property of Landlord.

D. Compliance with Laws. Each alteration shall be performed in a good and workmanlike manner using new grades of materials; in full compliance with all applicable laws, ordinances and governmental regulations, rules and requirements; and in full compliance with all insurance rules, orders, directions, regulations and requirements.

6. CONDITION OF PREMISES. Tenant shall notify Landlord in writing within ninety (90) days upon completion of the renovations set forth in Appendix B of any defects in the Premises claimed by Tenant. Landlord shall repair and/or replace any and all defects in the Premises claimed by Tenant within ninety (90) days from Landlord's receipt of Tenant's written notice as aforementioned. Except for defects stated in such notice, Tenant shall be conclusively presumed to have accepted the Premises in the condition existing on the date Tenant first takes possession and to have waived all claims relating to the condition of the Premises. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises (including the Building or the Garage), and no representation

regarding the condition of the Premises (including the Building or the Garage) has been made by or on behalf of Landlord to Tenant, except as stated in this Lease and its attachments.

**7. MAINTENANCE.**

A. Landlord's Obligations. Landlord agrees to maintain and to make all necessary repairs, replacements or alterations to the Premises including, but not limited to, the (i) foundations, roofs, gutters and downspouts, exterior walls, structural columns and structural beams of the Building and the Garage; (ii) the mechanical, electrical and plumbing equipment and lines serving the Building and the Garage; and (iii) to keep the parking areas, sidewalk and landscaping on the Premises in good order and repair. As used in this Lease, "roof" and "exterior walls" include glass, windows, doors, window sashes or frames, door frames and office fixtures. Tenant shall give Landlord written notice of any defects, necessary repairs or maintenance of which Tenant has knowledge in connection with the Premises.

(1) If Landlord does not respond within 30 days of said written notice from Tenant about necessary repairs and/or replacements, Tenant may contract with an agent to make the necessary repairs. Landlord shall promptly compensate Tenant in full for costs of said repairs and/or replacements.

B. Tenant's Obligations. Tenant, at its expense, shall perform such maintenance and repairs to the Premises as is required as a result of Tenant's training activities or resulting from the use of the Premises as an Emergency Response Center.

**8. UNFITNESS.** If the Premises are substantially destroyed or rendered unfit by fire or other casualty, Landlord shall repair and rebuild the Premises with reasonable diligence, but in any event within one hundred twenty (120) days of such casualty. If any such fire or other casualty renders the Premises or any portion thereof unfit, the rent paid by Tenant hereunder shall be rebated by Landlord to Tenant in an amount bearing the same ratio to the total amount of rent for the period of unfitness as the unfit portion of the Premises bears to the entire Premises during the period beginning with the date of such fire or other casualty and ending with the date when the Premises are again rendered fit. In the event the Premises cannot be repaired and/or rebuilt within one hundred twenty (120) days of such casualty, Tenant shall have the right to terminate this Lease and all rent paid by Tenant (minus such amount of prorated rent during Tenant's possession of the Premises) hereunder shall be returned to Tenant within thirty (30) days from Landlord's receipt of Tenant's notice to terminate this Lease.

**9. ASSIGNMENT AND SUBLETTING.**

A. Consent. Tenant shall not without the prior written consent of the Landlord's Agent in each instance (which consent will not be unreasonably withheld):

(1) assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of Tenant in this Lease, in whole or in part, by operation of law or otherwise; or

(2) sublet all or any part of the Premises.

Additionally, Tenant is specifically prohibited from asking for the written consent of Landlord's Agent for permission to assign or sublet any portion of this Lease to another entity unless they are a not-for-profit corporation whose primary purpose is public safety. Moreover, any prospective assignee or sublessee must provide the Landlord with a Certificate of Insurance acceptable to the Landlord before permission to assign or sublet any portion of this Lease can be granted by the Landlord.

**10. LANDLORD'S AND TENANT'S RIGHTS AND REMEDIES.**

A. Tenant Default. If Tenant defaults in any part of this Lease, and such default continues for more than thirty (30) days after Landlord provided written notice of said default, Landlord may terminate this

Lease agreement and order Tenant to vacate the Premises within thirty (30) days. In the event of a default by Tenant hereunder, Landlord may seek any legal or equitable remedies allowable under the laws of the State of Illinois including, but not limited to (a) the right to sue for damages incurred by Landlord as a result of Tenant's default; and (b) the right to an injunction or specific performance.

B. Landlord Default. If Landlord defaults in any part of this Lease, and such default continues for more than thirty (30) days after Tenant provided written notice of said default, Tenant may terminate this Lease agreement and vacate the Premises within thirty (30) days. In the event of a default by Landlord hereunder, Tenant may seek any legal or equitable remedies allowable under the laws of the State of Illinois including, but not limited to (a) the right to sue for damages incurred by Tenant as a result of Landlord's default; and (b) the right to an injunction or specific performance.

C. Additional Damages: Termination of this Lease agreement under this paragraph 10 does not prohibit either party from seeking full compensation for damages, actual or perceived, through other legal means that resulted from the default of this Lease. Nor is termination of this Lease agreement necessary to seek full compensation for damages, actual or perceived, through other legal means that resulted from the default of this Lease.

11. **RIGHTS RESERVED TO LANDLORD.** Landlord shall have the following rights:

A. Pass keys. To have pass keys to the Premises.

B. Inspections. To enter the Premises for the purpose of making inspections, repairs, alterations or improvements relating to any portion of the Building or the Garage during reasonable hours, and at any time in the event of an emergency. However, Landlord must provide prior notice to Tenant of any entry into the Premises designated as "Training Area" in Exhibit A at any time the "Training Area" is in use.

C. Janitorial. To enter the Premises for the purpose of janitorial services set forth in Exhibit C. Landlord agrees to provide Tenant with a list of prospective janitorial personnel, along with the necessary identifying information, so Tenant can perform a background check on the personnel. Landlord and Tenant agree that any janitorial personnel who does not meet the security needs of Tenant (as determined by Tenant), shall not be given access to the Premises. Landlord agrees to replace said janitorial personnel with someone who meets Tenant's security needs.

12. **NOTICES.** All notices to be given by one party to the other under this Lease shall be in writing, mailed or delivered as follows: If to Landlord, at the place where rent is payable; if to Tenant, at the Premises; provided that either party may, by notice to the other, from time to time designate another address to which notice shall thereafter be addressed. Mailed notices shall be sent by United States Certified or Registered Mail, postage prepaid. Such notices shall have been deemed to have been given by posting in the United States Mails.

13. **MISCELLANEOUS.**

A. Remedies Cumulative. All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law or statute.

B. Landlord's Title. Landlord's title to the lease premises herein is and always shall be paramount to any interest of the Tenant by virtue of this Lease, and nothing herein contained shall empower the Tenant to do any act which can, shall or may encumber the title of Landlord to these lease premises.

C. No Personal Liability. No person, partnership, corporation or other organization executing this Lease in a representative capacity for Landlord or Tenant shall be held individually liable hereunder in the absence of fraud, provided such person, partnership, corporation or other organization acted with due authority and the intended principals are bound.

D. No Waiver. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default, if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

E. Entire Agreement. This Lease and the Exhibits attached to this Lease set forth all the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings (the "Representations" collectively) between Landlord and Tenant concerning the Premises, and there are no Representations, either oral or written, between them other than those in this Lease. This Lease supersedes and revokes all previous negotiations, estimates of the initial and/or future amounts of Rent, arrangements, letters of intent, offers to lease, reservations of space, lease proposals, brochures, Representations and information conveyed, whether oral or in writing, between the parties or their respective representatives, agents, brokers, salespersons or any other person purporting to represent Landlord or Tenant. Landlord and Tenant acknowledge that they have not been induced to enter into this Lease by any Representations not set forth in this Lease, they have not relied on any such Representations, and no such Representations shall be used in the interpretation or construction of this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing signed by both parties.

F. Force Majeure. Neither Landlord nor Tenant shall be responsible for delays in either party's performance hereunder caused by war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, failure of power or reduction or interruption in the furnishing of power, water, sewer, electricity, gas or other services or utilities, strikes, material shortages, lockouts, picketing, either legal or illegal, fuel shortages, accidents or other cause or causes beyond the reasonable control of such party. Any such failure shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages or relieve Tenant from performance of its obligations under this Lease.

G. Counterparts. This Lease may be executed in any number of counterparts. Each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by such executed counterpart.

H. Governing Law. The laws of the State of Illinois shall govern this Lease.

I. Severability. If any term, covenant or condition 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, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

J. Sections. The section, paragraph and subparagraph headings of this Lease are for convenience only and in no way limit or enlarge the scope or meaning of the language contained in the body of this Lease.

K. Brokers. Tenant represents that Tenant has not dealt with any broker in connection with this Lease, and that insofar as Tenant knows no broker negotiated this Lease or is entitled to any commission in connection therewith. Tenant indemnifies and holds harmless Landlord, and their respective agents and employees, from all claims of any broker or brokers claiming to have worked with or at the direction of Tenant in connection with this Lease.

L. Authority. If Tenant is a corporation, it represents and warrants that this Lease has been executed in its name by its authorized officers pursuant to resolutions duly adopted by its Board of Directors.

M. Time. Time is of the essence of this Lease and the performance of all obligations under this Lease.

N. Federal Funding. The parties acknowledge Tenant receives a significant portion of its annual budget from federal funding. In the event Tenant fails to receive at any time federal funding for Tenant's use provided for in Section 3 of this Lease in amounts acceptable to Tenant, in Tenant's sole discretion, Tenant may terminate this Lease and, upon such termination, Landlord and Tenant shall be relieved of any and all further obligations hereunder.

O. Signage. Tenant may place on the Premises a sign or signs designating the Premises as the ILEAS Training Center with approval of Landlord's Agent.

P. Attorneys' Fees. If either party should prevail in any litigation, arbitration or other legal proceeding instituted by or against the other related to this Lease, the prevailing party shall receive from the non-prevailing party all costs and reasonable attorneys' fees incurred in such proceeding, including costs on appeal.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

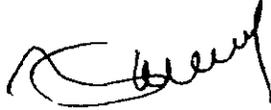
**TENANT:**

**LANDLORD:**

ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

CHAMPAIGN COUNTY, ILLINOIS

By: \_\_\_\_\_



By: \_\_\_\_\_



C. Plus Weibel

Title: \_\_\_\_\_

08/24/07 EXECUTIVE DIRECTOR

Title: \_\_\_\_\_

County Board Chair  
Champaign County, Illinois

**EXHIBIT A**  
**PLAN OF PREMISES**



= Site Area Utilized by ILEAS

## **EXHIBIT C**

### **JANITORIAL SERVICES AGREEMENT**

Landlord is responsible for janitorial support in the areas identified in Exhibit A as the "Office Area".

Landlord will provide 20 hours a week of interior janitorial service, to include supplies, to the Tenant to cover the improved areas of the building. The schedule will be mutually agreed upon by Landlord and Tenant. Interior janitorial service will consist of the following:

1. Empty Garbage – daily
2. Dust – twice weekly
3. Vacuum all carpets and rugs – twice weekly
4. Mop all tile or vinyl floors – twice weekly
5. Clean bathrooms (this includes, but is not limited to, sinks, floors, toilets, mirrors, refill paper supplies and soaps) – daily
6. Wash windows (inside and out) - bi-annually
7. Carpet cleaning – annually
8. Clean light fixtures – as required by Tenant
9. Pest abatement – as required by Tenant



## EXHIBIT B

### WORK LETTER AGREEMENT

1. **Tenant's Plans.** Tenant has furnished to Landlord a plan ("Tenant's Plans") prepared by Isaksen Glerum Wachter, LLC for leasehold improvement work (the "Work") which Tenant desires to be made to the Premises, a copy of which is attached hereto as Schedule 1. Not later than October 15, 2007, Tenant shall furnish to Landlord such additional plans, drawings and specifications for the Work in sufficient detail as shall be necessary to enable Landlord's architects and engineers to prepare the "Working Drawings" (as hereinafter defined), including a final telephone layout and special electrical connection requirements, if any. The Work and Tenant's Plans have been approved by Landlord, but approval by Landlord of the Work and Tenant's Plans shall not constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use of the Premises.

2. **Working Drawings.** If necessary, Landlord shall prepare at Landlord's expense final working drawings and specifications for the Work (the "Working Drawings") based upon and consistent with Tenant's Plans.

3. **Performance of the Work.** Except as otherwise provided below, Landlord at its expense, shall perform all of the Work shown on Tenant's Plan and the Working Drawings, utilizing, to the extent required, Landlord's standard building materials. Tenant shall be entitled to payment or credit from Landlord for any changes in the Work or Tenant's Plan hereafter requested by Tenant which reduces the scope or cost of the Work.

4. **Additional Work.** Upon Tenant's request and submission by Tenant of the necessary information and/or plans and specifications for work other than the Work specified in Tenant's Plan and the Working Drawings (the "Additional Work"), Landlord shall perform the Additional Work. Prior to commencing any Additional Work requested by Tenant, Landlord shall submit to Tenant a written statement of the cost of such Additional Work. If Tenant agrees the costs are appropriate, Tenant shall pay such costs to Landlord upon completion of the Work or at such time as agreed upon by the parties. If Tenant does not agree with the proposed costs for the Additional Work, Landlord need not perform the Additional Work.

5. **Substantial Completion.** Landlord shall use reasonable efforts to cause the Work to be "substantially completed" on or before May 15, 2008, subject to delays attributable to any cause described in Section 14G of the Lease. The Work shall be considered "substantially completed" for all purposes under this Work Letter Agreement and the Lease if and when the architect of Landlord who prepares the Working Drawings issues a written certificate to Landlord and Tenant, certifying that the Work has been completed (except for minor finish-out and "punchlist" items) in substantial compliance with the Working Drawings. If the Work is not substantially completed on May 15, 2008 by reason of any delay (other than a delay described in Section 14G of the Lease), the Lease shall remain in effect, but Landlord shall have liability to Tenant for Tenant's actual damages arising out of or related to such delay.

6. **Tenant's Access.** Landlord grants to Tenant and Tenant's agents a license to enter the Premises prior to the date that the Work is substantially completed so that Tenant may perform other work required by Tenant to make the Premises ready for Tenant's initial use and occupancy. It shall be a condition precedent to the right to exercise such license that Tenant give to Landlord not to interfere with the performance of the Work. Tenant's agents, contractors, workmen, mechanics and suppliers shall work in harmony and not interfere with Landlord and Landlord's agents in the performance of the Work in the Premises or the general operation of the Building or the Garage.

March 23, 2009

CHAMPAIGN CTY ADMIN PHYSICAL  
ANITA BUSBOOM  
1776 E WASHINGTON ST  
URBANA IL 61802

Re: Account# 665825138 - *Sat. Jail*

Dear Customer



The electric delivery service (DS) tariffs of the Ameren Illinois Utilities (AIU) – CILCO, CIPS and IP – all include Availability sections defining the usage criteria to be used for determining under which DS rate a customer will be served. They also include Reassignment provisions describing the procedures for reviewing usage from the prior calendar year to make reassignments where needed in the following June billing period. (These Rate DS-2, DS-3 and DS-4 tariffs may be reviewed at [www.Ameren.com](http://www.Ameren.com) under the Rates section).

Your account has been identified as having usage/demand in calendar 2008 causing your account to be reclassified this June. You have previously been served under DS-3, in the sub-class of demands > 400 kW, and will now be moved to the sub-class of demands < 400 kW.

The impacts of this reclassification will include:

1. Our Basic Generation Service (BGS) is still an option for your electric supply where this account can receive electricity arranged by AIU as default service. You may also move to/remain on service from an Alternative Retail Electric Supply (ARES) or through an hourly priced product through AIU. For detailed information on energy choice, please visit the "Illinois Choice" page at [www.Ameren.com](http://www.Ameren.com).
2. If you choose the hourly priced product, you will be on Rider RTP – Real Time Pricing instead of Rider HSS - Hourly Supply Service. While the concepts are the same, the mechanics and charges are somewhat different so you are encouraged to review those rates on our website.

Please feel free to contact us by calling our Business Center at 1-800-232-2477 or your KAE if applicable so we may help you understand these impacts or address any other concerns which you may have.

Sincerely,  
Ameren IL Utilities Business Center

March 23, 2009

CHAMPAIGN CO PHYSICAL PLANT  
BROOKENS ADMINISTARTIVE CTR  
1776 E WASHINGTON ST  
URBANA IL 61802

Re: Account# 4088778573 -- *BROOKENS*

Dear Customer



The electric delivery service (DS) tariffs of the Ameren Illinois Utilities (AIU) – CILCO, CIPS and IP – all include Availability sections defining the usage criteria to be used for determining under which DS rate a customer will be served. They also include Reassignment provisions describing the procedures for reviewing usage from the prior calendar year to make reassignments where needed in the following June billing period. (These Rate DS-2, DS-3 and DS-4 tariffs may be reviewed at [www.Ameren.com](http://www.Ameren.com) under the Rates section).

Your account has been identified as having usage/demand in calendar 2008 causing your account to be reclassified this June. You have previously been served under DS-3, in the sub-class of demands > 400 kW, and will now be moved to the sub-class of demands < 400 kW.

The impacts of this reclassification will include:

1. Our Basic Generation Service (BGS) is still an option for your electric supply where this account can receive electricity arranged by AIU as default service. You may also move to/remain on service from an Alternative Retail Electric Supply (ARES) or through an hourly priced product through AIU. For detailed information on energy choice, please visit the "Illinois Choice" page at [www.Ameren.com](http://www.Ameren.com).
2. If you choose the hourly priced product, you will be on Rider RTP – Real Time Pricing instead of Rider HSS - Hourly Supply Service. While the concepts are the same, the mechanics and charges are somewhat different so you are encouraged to review those rates on our website.

Please feel free to contact us by calling our Business Center at 1-800-232-2477 or your KAE if applicable so we may help you understand these impacts or address any other concerns which you may have.

Sincerely,  
Ameren IL Utilities Business Center

February 27, 2009

CHAMPAIGN CO PHYSICAL PLANT  
BROOKENS ADM CENTER  
1776 E WASHINGTON ST  
URBANA IL 61802

RE: Hourly Supply Service Notification Requirements for Customers with Electric Demands of 400 kW or greater  
**Re: Account # 3357471216**



Dear Customer:

One of the electric supply options available to Ameren Illinois Utilities ("AIU") customers with electric billing demands of 400 kW or greater (in at least two months in 2008) is Rider HSS – an Hourly Supply Service with market prices for each hour of the day. Another supply option is to take service from an alternative retail electric supplier (ARES). And for 400 – 1000 kW customers, a third option if they are currently served under the Rider BGS, is that they can continue receiving service under this Rider through June 1, 2010, (although Customers served under HSS or the ARES supply option are unable to return to Rider BGS).

This letter requires careful attention by customers who:

- 1) currently take service under Rider HSS but plan to switch to an ARES prior to October 1, or
- 2) do not presently take service under Rider HSS but plan to at some point during the 2009 summer period of June 1 through September 30.

The AIU are required to make advance purchases of summer capacity sufficient for the needs of Rider HSS customers and therefore need to know the capacity to purchase on behalf of Rider HSS customers prior to summer.

**No action is required if you do not intend to switch to or from Rider HSS after April 15 or before September 30.** If we do not receive a response from you, we will assume that the electric supply service you are taking on April 15 will be continued through the summer. Providing notice will allow the AIU to procure capacity only for the period of time you intend to take service under Rider HSS. Accordingly, you will be responsible only for capacity charges for the "from" and "to" dates provided on the reply form, as long as you switch from Rider HSS service by the date provided. If notice is not received, the AIU will procure capacity on behalf of existing HSS customers for the remaining summer period (through September 30), and you will be financially responsible for capacity charges through the Rider HSS "Capacity Cost Reimbursement Charge" provision.

For more information, please visit the HSS website listed on the enrollment form or contact the AIU Business Center (1-800-232-2477) or your assigned Key Account Executive if applicable.

Sincerely,  
Ameren IL Utilities Business Center

## HSS Enrollment Form

**Please Confirm by April 15 whether you intend to take electric service at your facility under Rider HSS at any time during the months of June, July, August and September 2009.**



Customer Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Will take service on Rider HSS from and to the following dates:

\_\_\_\_\_ to \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Name and Title

Please return this form by April 15, 2009 via return mail or by fax at 800-851-1796.

For more information on Rider HSS, please visit the special link to Rider HSS at the web address listed below or contact the Ameren Illinois Utility Business Center at 1-800-232-2477.

[http://www.ameren.com/AboutUs/ADC\\_RiderHSS.asp](http://www.ameren.com/AboutUs/ADC_RiderHSS.asp).

## **Rider HSS - Hourly Supply Service FAQ's**

**Q:** What is Hourly Supply Service?

**A:** Hourly Supply Service - Rider HSS is an alternative supply option for qualifying DS-3 customers and for all DS-4 customers that receive electric power and energy from the Ameren Illinois Utilities (AIU.) The hourly pricing structure in HSS gives these customers the opportunity to react to market price signals and modify their operations to take advantage of price variations. Effective June 1, 2008, this rider replaced Rider RTP-L in its entirety, and Rider RTP for those customers with demands 400 kW and greater but less than 1,000 kW.

**Q:** What are the availability provisions of Rider HSS?

**A:** Rider HSS was available beginning June 1, 2008 to DS-3-General Delivery Service and DS-4-Large General Delivery Service customers whose electric supply service had been declared "competitive" as defined in 220 ILCS 5/16-113 of the Public Utilities Act. (Customers with demands 400 kW and greater are considered "competitive".) For customers whose service is declared "competitive," Rider HSS is the default AIU-supplied power and energy service option.

This rider will also be available on and after June 1, 2010 to all hourly price customers, including those served under DS-1 and DS-2, and those DS-3 customers whose service has not been declared competitive (presently those with demands under 400 kW).

**Q:** How does a customer elect to take service under Rider HSS?

**A:** For customers with demands of 1,000 kW or greater, HSS is the only AIU-supply service available.

DS-3 customers with demands 400 kW and greater but less than 1,000 kW have three electric supply options:

- Customers can receive service from an alternative retail electric supplier;
- Customers currently served under the Ameren Illinois Utilities ("AIU") Rider BGS can continue receiving service under this Rider through June 1, 2010, although Customers who choose a supply option other than Rider BGS will be unable to return to service under Rider BGS; or
- Switch to Rider HSS.

Customers electing to switch between electric power and energy supply options shall be subject to the AIU's DASR procedures as described in the Customer Terms and conditions. In all cases, though, Rider HSS is the default supply option for new qualifying competitive customers (those with demands 400 kW and over) and those existing customers with demands over 400 kW who return to AIU-supplied power and energy from ARES service.

**Q:** Can a customer leave service under Rider HSS?

**A:** Yes, although any customers who switch their supply service from Rider HSS will be liable for unreimbursed Capacity Costs incurred on their behalf by the AIU. In order to provide adequate supply service for customers electing service under Rider HSS, the AIU must contract in advance for sufficient capacity in the electric supply system. The Midwest Independent System Operator (MISO) now requires that the AIU secure capacity and show proof of capacity holdings/purchases one month prior to the delivery of power. In the event a customer discontinues service under Rider HSS, either through switching to an alternative supply or terminating delivery service, and they do not fulfill their Capacity Obligation Period, they will be assessed a Capacity Cost Reimbursement for the remaining period.

Capacity Obligation Periods have differing lengths:

- The four-month Summer Capacity Obligation Period extends from June through September; and
- The eight monthly Non-summer Capacity Obligation Periods occur during October through May.

A customer may limit their Capacity Cost Reimbursement charges in the Summer if they notify the AIU prior to April 15 of their intent to switch from HSS to RES service by a certain date.

**Q:** Can a customer take service under Rider HSS in addition to service from an ARES?

**A:** Yes. The Customer may opt to take Partial Requirements Supply Service (PRSS) under this rider during periods when they are also taking electric power and energy service from an ARES.

**Q:** How are the charges derived for service under Rider HSS?

**A:** The charges for energy reflect the hourly wholesale market price for the MISO Delivery point. The charges for capacity reflect monthly contract costs of capacity procured on behalf of Rider HSS customers. These charges are later trued-up or reconciled based on the difference between total energy supply costs and revenues. These market based costs are passed through to customers without markup by the AIU.

**Q:** What are some of the associated monthly charges?

**A:** Customer shall pay the following monthly charges for electric power and energy:

- Supplier Charge - based on the customers kW-day. Filed with ICC each month.
- Energy Charge - based on hourly usage adjusted for losses. Hourly prices available on [www.ameren.com](http://www.ameren.com).
- Supply Cost Adjustments - covers the Company's cost of procurement, financing and covering uncollectibles
- Supply Balancing Adjustment - credit or charge to kWh's to reconcile expenses incurred for procurement of electric power and energy supply to equal the amounts billed for such supply.

These charges are in addition to the monthly delivery charges under DS-3 or DS-4.

**Q:** What are some of the major changes to HSS for 2009?

**A:** MISO now requires the AIU to secure and show proof of capacity one month prior to the delivery of power.

- The Summer Capacity Obligation Period Notice is now required by April 15 instead of May 1.
- The process of assessing Capacity Cost Reimbursement has been clarified for customers who notify the AIU of their intent to switch to HSS but subsequently do not take service under HSS.
- The default status of a customer that does not provide notice to Company has been clarified:
  - For customers on HSS as of 4/15, it is assumed they will remain on HSS through the summer; and
  - For customers not on HSS as of 4/15, it is assumed they will not migrate to HSS.

**Tiffany Talbott**

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**From:** Alan Reinhart  
**Sent:** Wednesday, April 01, 2009 9:38 AM  
**To:** Tiffany Talbott  
**Subject:** FW: Chamber News Regarding Your Electricity Co-op Participation

Tiffany,  
The below e-mail should be attached with the Ameren HSS letters.

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**From:** Denny Inman  
**Sent:** Tuesday, March 31, 2009 3:21 PM  
**To:** Alan Reinhart  
**Subject:** FW: Chamber News Regarding Your Electricity Co-op Participation

FYI

**Denny Inman**  
**County Administrator**  
**Administrative Services**  
**Brookens Administrative Center**  
**1776 East Washington Street**  
**Urbana, Illinois 61802**  
**217-384-3776**

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**From:** Claudette Gonsiorowski [mailto:[claudetteg@champaigncounty.org](mailto:claudetteg@champaigncounty.org)]  
**Sent:** Tuesday, March 31, 2009 12:16 PM  
**To:** Denny Inman  
**Subject:** Chamber News Regarding Your Electricity Co-op Participation

If you have received an Ameren HSS Program Enrollment form, please read the following information the Chamber received from our CQI consultant:

This program does not apply to current members of the co-ops.

If they enroll in this option they go back to AMEREN the distribution company (Not Ameren Energy Marketing), they lose the Direct Energy or Ameren Energy Marketing contracts (thus faced with penalties and fees for the balance of the signed contract) and will pay higher rates.

We need to tell all current members in all co-op groups not to enroll in the HSS program.

The program is for large accounts over 400 kilowatts (kW) not kilowatt hours (kWh) but they should not enroll.

Richard Anderson  
CQI Associates

PO Box 825  
Columbia, MD 21044  
Direct: 443-864-7293  
Fax 410-740-3271

Alternate Staff Contact Number: 443-677-8870

AN AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN  
AND THE CITY OF URBANA RESPECTING THE PLACEMENT OF A  
"COURTHOUSE" NEWS RACK

WHEREAS, as a result of cooperative efforts between the County of Champaign (hereinafter referred to as "County") and the City of Urbana (hereinafter referred to as "City"), the County was able to accomplish an architecturally impressive courthouse renovation in a setting of carefully considered streetscape treatment of the adjacent sidewalk right-of-way and the block bounded by Main Street, Vine Street, Elm Street, and Broadway Avenue, and,

WHEREAS, in addition, the City has spent considerable time and funds in an effort to beautify the downtown area and has recently established a Public Arts Program to enhance the streetscape further, and,

WHEREAS, that the City has created a TIF District encompassing the downtown in an effort to revitalize the downtown, and,

WHEREAS, the parties recognize that the existing newspaper racks on the corner of Broadway Avenue and Elm Street present an unsightly appearance and pose a potential hazard due to their insecure installation which frequently impedes pedestrian traffic, and due to their location which frequently impedes vehicular traffic, and,

WHEREAS, the parties recognize that it is a convenience to the public to be able to purchase or acquire newspapers in the downtown area especially at the courthouse plaza block, and,

WHEREAS, the parties recognize that in consideration of these factors, it would be desirable for the City and County to cooperate in the design and placement of a more attractive and contained news rack as proposed by the City Public Arts Program, and place it on the county property in the courthouse plaza block at a location that would not interfere with persons using the sidewalks or otherwise attending to matters in the courthouse.

THEREFORE the parties agree as follows:

1. That the City may place and maintain a news rack, utilizing the design recommended by the City Newspaper Rack Project Selection Committee as portrayed generally in Exhibit A attached to this Agreement, on the Northeast quadrant area of the County Courthouse property near the main entrance, subject to the prior approval of the Champaign County Sheriff's Office.
2. That the City working in conjunction with various vendors shall be solely responsible for what newspapers are displayed in the news rack, including the establishment and operation of whatever system is implemented for permission to display newspapers in the said news rack.

3. That the City shall be solely responsible for maintenance of the news rack, specifically including the artistic features of the news rack.

4. If a claim of a violation of a constitutional right because of or based upon the City policies which govern the use of the news rack is made, and the County, its officers, officials or employees or any of them are named as parties, the City agrees to undertake the legal defense against such claim by counsel satisfactory to the parties and indemnify the County, its officers, officials or employees for any judgment entered in court against them or any of them, based on such claim.

5. That the news rack shall be placed on the County Courthouse property in the designated area shown in Exhibit B at the completion of the Courthouse Masonry Stabilization Project, which the parties anticipate will be completed no later than August 30, 2009. In addition, should the County have the need to engage in further restoration or maintenance of the County Courthouse property during the term of this Agreement, or any extension of this Agreement, if it becomes necessary to move the news rack for such work to be performed, the City shall remove the news rack to a temporary location during the project until it can be restored by the City to its original location on the County Courthouse property.

6. That the County shall allow the news rack to remain on the designated area of the County Courthouse property for a period of fifteen years. Should the parties desire to extend the term of this Agreement, they shall do so in writing at least ninety days prior to the expiration of this term.

7. That the County shall not allow other news racks to be placed on the County Courthouse property. If any other news racks are placed on County Courthouse property, the County shall promptly remove such news racks.

*Dated this \_\_\_\_\_ day of April, 2009.*

*COUNTY OF CHAMPAIGN*

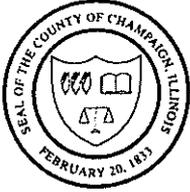
*CITY OF URBANA*

\_\_\_\_\_  
*C. PIUS WEIBEL  
COUNTY BOARD CHAIR*

\_\_\_\_\_  
*LAUREL L. PRUSSING  
MAYOR*

*Attested by:* \_\_\_\_\_  
*Mark Shelden  
County Clerk and ex-officio  
Clerk of the Champaign  
County Board*

*Attested by:* \_\_\_\_\_  
*Phyllis Clark  
City Clerk*



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

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1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
(217) 384-3864 – TDD  
Website: [www.co.champaign.il.us](http://www.co.champaign.il.us)

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

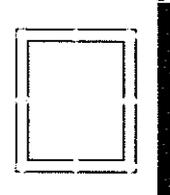
### MEMO

To: Facilities Committee Members  
From: Steve Beckett, Facilities Chair  
Re: Intergovernmental Agreement with the City of Urbana  
Courthouse Newsracks

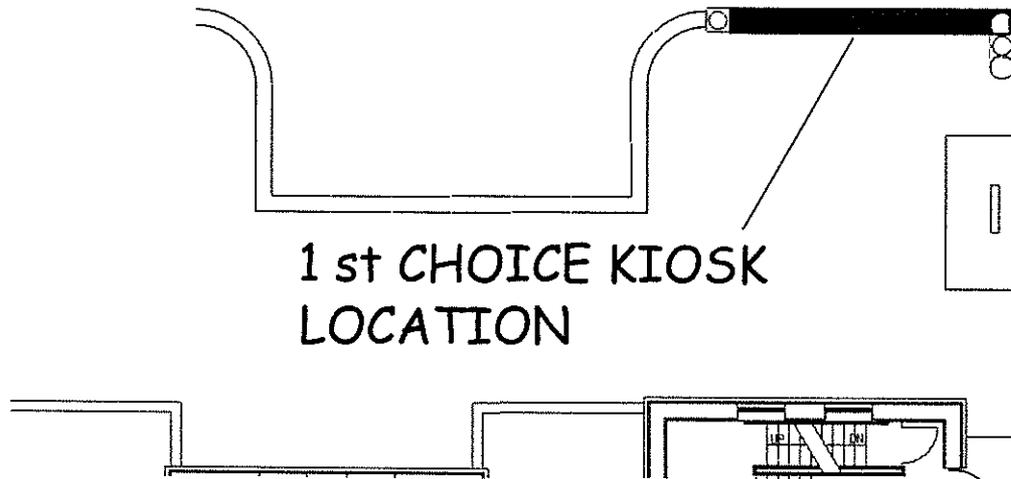
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On Thursday, April 02, 2009 the County representatives and City of Urbana Representatives met to determine the best location for the “newspaper” racks at the Courthouse. The unanimous consensus was a location on the East side of the plaza immediately adjacent to the parking pay location (see attached handout). Everyone, including the Sheriff, agreed this was the location that had the least interference with pedestrian traffic and would encourage newspaper purchasers to pull into the parking lot and not stop on the street, therefore minimizing accidents. We also agreed that the draft agreement between the County and the City put all of the cost and liability for the newsracks on the City and indemnified the County. Assistant States’ Attorney David DeThorne stated he had no objections to the draft of the agreement. I am recommending that we approve this agreement and send it to full board for approval.

2nd CHOICE KIOSK  
LOCATION



1 st CHOICE KIOSK  
LOCATION



Regarding the energy issues discussed at this morning's meeting....

It seems that on a pretty routine basis, the temp down here can be anywhere from 85 degrees down to about 62 degrees.

Alan has had his crew down here more than once and I appreciate those efforts but the temperature extremes still persist from time to time.

Yesterday and the day before, it was cookin' in here.

...not sure why and equally unsure if anything can be done about it. However, I wanted to let you know.

*Stan Jenkins*

Supervisor of Assessments

(217) 384-3760

Fax: (217) 384-3762

E-Mail: [sjenkins@co.champaign.il.us](mailto:sjenkins@co.champaign.il.us)

**From:** Bill Keller

**Sent:** Wednesday, March 11, 2009 2:23 PM

**To:** Tiffany Talbott

**Subject:** power savings

Tiffany power savings measures at 1905

1. reduce outside canopy lights by 1/2

2. install motion activation light control in all lower level equipment rooms.

**Tiffany Talbott**

---

**From:** Dan Walsh  
**Sent:** Tuesday, March 31, 2009 4:17 PM  
**To:** CCSO - All  
**Cc:** Tiffany Talbott; Denny Inman; Winton H. Cape  
**Subject:** energy conservation

In an effort to conserve energy and also to save money please follow the below guidelines:

Turn off lights in rooms/offices not in use. Depending upon your facility and its usage, this includes restrooms towards the end of the work day, group offices, hallways, the front office lobby- downtown.

Turn off computer MONITORS if it will not be in use for an hour or more---the monitor only---not the computer.

If you need to use a personal cooling/heating device, turn it off when you are away from your work station for a while (breaks, different temporary work activities, lunch, end of day, etc.)

The County is working on other methods to conserve energy and save money

## ENERGY POLICY FOR CHAMPAIGN COUNTY FACILITIES

### Objective:

The objective of this policy is -

1. To operate energy efficient County facilities
2. Incorporate energy management into County decision making.
3. Balance life/safety with responsible energy policy/usage.
4. Implement practices that ensure efficient use of energy.
5. To encourage elected officials to utilize energy efficient practices within their offices.
6. Promote energy efficiency by example and education.

### Policy:

1. It is the policy of the County Board to implement strategies which reduce overall energy consumption in County facilities and operations. The County Board recognizes that each County facility has a unique energy usage baseline and each County department has a distinctive mission which will impact energy usage.
2. This policy is designed to act as a guideline for the purchase of utilities, purchase of energy efficient equipment, remodel of existing facilities, and the operation and maintenance of existing facilities. The policy is designed to encourage personnel to continually evaluate and critique the impact of related decisions on County energy usage, energy efficiency, and budget.
3. It is the policy of the County Board to encourage the submission, review, and evaluation of County employee energy reduction ideas as to technical feasibility and cost effectiveness. The County Board will recognize County employees who contribute to the success of this policy.
4. It is the policy of the County Board to publicize energy reduction initiatives and energy usage/cost data reports for access by County employees and public.
5. **Purchase of Utilities:** The County Board and Administration will build inter-governmental and institutional partnerships which take advantage of economies of scale. The County Board and Administration will seek out innovative energy initiatives to replace or supplement existing energy sources to achieve stable utility cost for County operations.
6. **Purchase/Lease of Energy Efficient Equipment:** When purchasing new, replacing, or leasing office equipment, technological equipment, or other equipment consideration will be given to the energy efficiency of the available equipment. Unless extenuating circumstances exist the new equipment will be more energy efficient than the equipment to be replaced. When proposed equipment is more energy efficient than existing equipment but higher in cost, a cost analysis will be performed to determine if the higher cost equipment would cost less over the estimated "life" of the item due to lower energy or maintenance cost.
  - a. **Energy Star:** When available all purchases of new or replacement equipment shall have the Energy Star designation.
7. **Remodel of Existing Facilities:** All remodeling of space within County owned facilities will incorporate latest energy efficiency design information. All equipment specified within the remodeled space will be the latest energy efficient devices. When energy efficient options cost 10% more than traditional items,

a cost analysis will be performed to determine if higher cost alternatives will have a lower "life" cost due to less energy usage or maintenance cost. The cost analysis will be provided to the County Board to assist in determining final project cost

8. Operations and Maintenance of Existing Facilities. County facilities and supporting equipment will be maintained at an optimal level of performance and energy efficiency. Physical Plant personnel will remain current on energy conservation measures and will implement when practical.
  - a. County buildings will be maintained:
    - i. Heating Months: October-March - 68° F
    - ii. Cooling Months: April - September - 76° F
  - b. Energy usage baselines will be determined for each facility and usage reports will be provided to the County Board monthly.
  - c. Lighting fixtures which have failed or are deemed energy inefficient will be replaced when funding is available.
  - d. Lighting sensors will be installed in restrooms and conference rooms.
  - e. De-lamping plans will be designed for each County facility. Each plan will be crafted with input from the respective appointed and/or elected officials.
  - f. Boilers will be set and maintained at 120° F or the manufacturer prescribed setting.
  - g. Employees are encouraged to follow good energy practices and thus individual appliances (personal heaters, candles, etc.) are discouraged. If utilized the device shall be connected to motion activated sensor.
  - h. Copy machines will use "Energy Saver" mode.
  - i. Computer monitors will be shut off when not in use for more than one hour.
  - j. Vending equipment will be energy efficient.
  - k. Invest in renewable energy resources for facilities whenever possible.

**Goal:** Introduce and implement energy saving measures which will reduce overall energy consumption by .50/s.f. by November 2010.

## SANITARY SEWER EASEMENT

THE GRANTOR(S), COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, a municipal corporation, for and in consideration of One Dollar (\$1.00) in hand paid and other good and valuable considerations, and the conditions and agreements hereinafter contained, hereby give, grant and convey to the GRANTEE, the URBANA & CHAMPAIGN SANITARY DISTRICT OF CHAMPAIGN COUNTY, ILLINOIS, a Municipal Corporation, a perpetual easement, privilege, right and authority to construct, reconstruct, repair, maintain and operate an intercepting sewer force main and appurtenances thereto upon, under, over, through, and adjacent to, the following described real estate, in the direction of, and at or near the location of the line upon the plat of the following described tract, prepared by Sodemann and Associates, Inc. dated March 2, 2009, marked "Exhibit A" and made a part hereof by reference, said real estate being described as follows, to-wit:

As illustrated on the attached Exhibit A

all situated in the County of Champaign and State of Illinois.

In consideration of the grant of easement herein contained, the Grantee hereby agrees as follows:

1. That the Grantor(s) shall retain all rights, not hereinabove granted, to the ownership, use, and occupation of the above described real estate, except that the Grantor(s) shall place no permanent building or structure over the intercepting sewer as finally constructed in such a manner as to damage the sewer or restrict the operation thereof, or deny the Grantee access thereto for purposes of repair or replacement thereof.

2. That all materials or equipment used in the construction and maintenance of said sewer, and all surplus soil and debris excavated in the course thereof, may be transported to or from and be used upon the site of said construction work, on and across the above described real estate.

3. That the Grantee, or its contractor, shall restore, reconstruct and put in the same working condition as existing when uncovered all tile underdrains uncovered, obstructed or damaged during construction within the easement area.

4. That the Grantee, or its contractor, shall refill the excavation so that the surface of the above described real estate shall be restored to the approximate elevation and condition existing at the place of construction before the commencement thereof: and shall remove from the easement area all surplus soil and debris resulting from said construction work. The Grantee, or its contractor, shall fertilize and reseed grassed surfaces within the easement area that are disturbed by the construction. The Grantor(s) shall be responsible for the watering of the seeded area after acceptance of the completed construction by the Grantee. The "approximate elevation" shall be interpreted to mean such elevations as will provide drainage and usefulness comparable with that now existing.

5. That the Grantor(s) shall be privileged to remove small portable structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement area prior to the construction of the said improvements, it being understood that the Grantee may remove small portable structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement area, during the construction of the said improvements: and shall not be obligated to replace small portable structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement area, which may be removed or damaged, but that the Grantee will take reasonable measures for the protection of shrubbery or trees which may be thereon.

6. Consideration herein shall be full payment for any damages to the Grantor's land, or successors and assigns, by reasons of installation, operation and maintenance of the improvements referred to herein, and that this grant shall constitute a covenant, which runs with the land, and shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantor(s), and the terms and conditions hereinabove set forth shall be binding upon the Grantor(s) and the Grantee.

7. The temporary easement set forth on the attached Exhibit "A" is hereby granted and shall terminate upon the acceptance by the Grantee of the completed sewer construction.

8. The Grantee intends to retain the services of a Contractor to construct the improvements in accordance with plans and specifications approved by the Illinois Environmental Protection Agency (IEPA). Said approved plans and specifications shall contain the following provisions:

a. The Contractor shall provide a minimum of 24 hours notice to the Grantor prior to commencement of any activities on the easement areas. Coordination of all issues on the Grantor's property shall be through the Supervisor of Building Maintenance, Alan Reinhart, at 384-3765.

b. The Contractor shall take all necessary precautions to preserve and protect the existing utility service lines to all buildings on the Grantor's property. Disturbance of any utility service line shall immediately be reported to the Grantor's representative, the Grantee, and the Construction Observer.

c. The Contractor shall install the force main beneath all drives and roadways on Grantor's property by means of horizontal directional drilling as detailed on the Contract Drawings. The Contractor shall maintain access to all drives and roadways at all times. At no time shall the Contractor block access to the Grantor's property.

d. Backfill in lawn areas above the pipe cover shall be material from the trench meeting the requirement of the Contract Specifications deposited in maximum 8 inch thickness

loose lifts and mechanically compacted to a minimum of 90% standard proctor density. The top of the trench in lawn areas shall receive a minimum of 8 inches of topsoil left slightly mounded.

e. The Contractor shall coordinate work with the respective utility companies whose facilities may be impacted by the construction activities.

f. The Contractor shall comply with all security procedures established by the Grantor when occupying Grantor's property. All of the Contractor's employees, subcontractors, and/or material suppliers will be required to obtain security clearance and identification badges in accordance with the Grantor's procedures. Coordination of these requirements shall be through the Grantor's representative identified above. The Contractor shall provide emergency contact information, for 24 hour access, to immediately address any security related issues should they arise.

g. Work on the Grantor's property shall proceed in an orderly, thorough, and conscientious manner, and shall be completely finished within one construction season. The Contractor shall only stage the equipment and materials necessary for construction on the Grantor's property within the easement area of the Grantor's property. The Contractor's construction vehicles and equipment and the Contractor's employee's personal vehicles shall only be parked in the permanent or temporary easement areas, except for the area immediately in front of the METCAD facility, which area shall be kept completely open at all times. Any vehicle or equipment shall be subject to relocation at the Grantor's request at any time.

h. The Contractor shall name the Grantor and the Grantor's tenants as "Additional Insured" on the required Contractor's liability insurance, as detailed in the Contract Specifications.

i. The Contractor shall comply with the requirements of the State of Illinois Water Pollution Loan Fund with regard to the Illinois Department of Labor Prevailing Wage Determination in accordance with the Contract Specifications. In addition, the Contractor shall comply with the requirements of the State of Illinois Water Pollution Loan Fund with regard to the Small, Minority, and Women's Business Enterprise Policy in accordance with the Contract Specifications.

j. Any items repaired, replaced, or disturbed by construction activities on the Grantor's property shall be guaranteed by the Contractor for a period of one year from the date of final acceptance of the project by the Grantee.

9. The Grantee agrees to provide on-site full time Construction Observation during construction operations on Grantor's property. Contact information for the observer will be provided to the Grantor prior to commencement of construction activities on Grantor's property.

10. The Grantee and the Grantee's Engineer agree to address any problems identified by the Grantor within one business day of notification of such issue by the Grantor.

11. The Grantee agrees to notify the Grantor in writing when the project is completed and is accepted by the Grantee, at which time the Temporary Easement shall be terminated.

12. The Grantee agrees to provide the Grantor "As-Built" plans which represent the "As Constructed" conditions across the Grantor's property. In addition, the Grantee agrees to furnish any available test results for the sewage force main, backfill compaction tests and other documentation as applicable.

WITNESS \_\_\_\_ hand(s) and seal(s) this \_\_\_\_ day of \_\_\_\_\_, 2009

**COUNTY OF CHAMPAIGN, STATE OF ILLINOIS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and Acknowledged

In the presence of:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, and \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

ACCEPTED:    URBANA & CHAMPAIGN  
                  SANITARY DISTRICT OF CHAMPAIGN  
                  COUNTY, ILLINOIS, a Municipal Corporation,

ATTEST:

\_\_\_\_\_  
Clerk

by \_\_\_\_\_  
President

Date: \_\_\_\_\_

Prepared by and Return to:    Urbana & Champaign Sanitary District  
  P.O. Box 669  
  Urbana, IL 61803-0669  
  Attn: Michael R. Little, Executive Director



March 4, 2009

## **SANITARY SEWER EASEMENT CONDITIONS**

### **U&CSD 30-INCH DIAMETER SEWAGE FORCE MAIN ACROSS CHAMPAIGN COUNTY EAST CAMPUS URBANA, CHAMPAIGN COUNTY, ILLINOIS**

The following conditions shall be included as part of the grant of a permanent and temporary construction easement across Champaign County East Campus property to the Urbana & Champaign Sanitary District for a 30-inch diameter sewage force main:

1. There shall be no outage of any utility to the METCAD building.
2. There shall be no outage of any utility to the ILEAS building.
3. Trench backfill beneath concrete and asphalt pavement areas above the pipe cover to the bottom of the pavement shall be CA-6 crushed aggregate limestone placed in maximum 8-inch thickness lifts and mechanically compacted to 98% standard proctor density, or flowable fill.
4. Trench backfill in lawn areas above the pipe cover shall be material from the trench deposited in maximum 8-inch thickness loose lifts and mechanically compacted to a minimum of 90% standard proctor density. Water inundating or jetting for settlement shall not be allowed. The top of the trench for lawn areas shall receive 8 inch thickness topsoil and be left slightly mounded.
5. There shall be no outage of access and / or utilities to the Army Reserve, METCAD, Art Bartell Drive, and ILEAS.
6. Required timing related to access and driveways:
  - Coordinate in advance
  - No construction in the winter that would delay repair
  - Do not start construction that would impact access if bad weather is forecast
  - Repair and clean up promptly and return to existing access quickly.
7. Arrange for utility companies to evaluate after construction, "hold" and reset any poles or down guys that may be impacted by construction.

8. A construction observer is required on site at all times when construction work takes place on the County property. Provide the name and contact information to the County.
9. The U&CSD and Contractor shall immediately respond, 24 hours per day, to address problems related to security if they arise.
10. The U&CSD, Engineer and Contractor shall immediately attend, within one (1) day, to any other problems when notified.
11. U&CSD shall notify the County in writing when the project is finalized, turned over and accepted for the U&CSD and when the temporary construction easement expires.
12. U&CSD shall provide the County "As-Built" Plans which represent the "As-Constructed" conditions across the County property as well as available test results for the sewage force main, backfill compaction, concrete tests and asphalt compaction and all documentation.
13. No staging, parking or material storage may take place on County property without prior meetings, submittals and approvals by the County. The Contractor may not occupy any open area around METCAD.
14. Champaign County and all adjacent County tenants shall be a Named Insured on the Contractor's project Insurance Certificate and shall be placed in the notification provision.
15. The cost of the easement shall reimburse the County for its out-of-pocket costs due to this project. These costs include:

\$ <u>    0    </u>	Legal Consultant
\$ <u>  15,000  </u>	Engineering Consultant
\$ <u>   1,806   </u>	On-site staff costs during construction
\$ <u>   1,000   </u>	Staff and material costs for watering seed
\$ <u>   1,000   </u>	Long term lawn restoration costs
\$ <u>    0    </u>	Future repair of utility and service crossings
\$ <u>    0    </u>	Future trench repair
\$ _____	Total Easement Fee



Take: Whole [ ] Partial [x] Other [ ]
Original [x] Supplemental [ ]
Station: \_\_\_\_\_ to \_\_\_\_\_
Station: \_\_\_\_\_ to \_\_\_\_\_
Station: \_\_\_\_\_ to \_\_\_\_\_
Station: \_\_\_\_\_ to \_\_\_\_\_

Route: Main Street
Section: 16
Project: SE Urbana Interceptor Improvements
Job No: U-C Sanitary District
County: Champaign
Parcel No: 91-21-16-200-003
91-21-16-200-004
91-21-16-200-005

- 1. This report consists of \_\_\_\_\_ pages.
2. Location and Address: 1601-2001 E. Main Street, Urbana, Illinois
3. Identification: Part of the NE 1/4 NE 1/4 Section 16, Township 19N, Range 9E, Champaign County, Illinois.
4. Present Owner(s) Names, Address and Telephone: County of Champaign
5. Tenant's or Lessee's Names, Address and Telephone: N/A
6. Person Interviewed: N/A Interviewed by: N/A
7. Farmland Preservation Act: CL \_\_\_\_\_ OC \_\_\_\_\_ HL \_\_\_\_\_ PL \_\_\_\_\_
FL \_\_\_\_\_ FS \_\_\_\_\_ RL \_\_\_\_\_ OL \_\_\_\_\_
8. Present Use: County Building Highest and Best Use Before Taking Multi-Family
Zoning: R4, Medium Density Multi-Family & R6, High Density Multi-Family Highest and Best Use After Taking Multi-Family

9. Subject Property Sales Record (Last 5 yrs. Required) If none, check [x]
Table with columns: Grantor, Grantee, Date, Doc. No., R.S., Rec. Price, Price, Verified By

10. Purpose of Valuation: The purpose of this valuation is to arrive at an opinion of the fair market value of subject property in fee simple title as a whole; and when applicable, the fair market value of property taken as part of the whole, the fair market value of the remainder after the taking as will be affected by contemplated improvements with consideration for damages, if any, and benefits, if any, to the remainder; and the total just compensation due property owner by reason of the taking as of 01/30/2008.

Definition of Fair Market Value: "That price which a willing buyer would pay in cash and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell."

11. Statement of Contingent and Limiting Conditions is Required.

12. Date of Signature 02/11/2008 [Signature]
Signature of Appraiser

Type of License Certified General Real Estate Appraiser Lic. No. 553.000207 Exp. Date 09/30/09

13. Summary table with columns: Area of Whole Property, Acres, Sq.Ft.
Rows include: Area to be Acquired in Fee Simple Title, Area to be Acquired by New Dedication, Area Acquired by Previous Dedication, Area to be Acquired for Additional R.O.W., Area to be Acquired by Permanent Easement(s), Area to be Acquired by Temporary Easement(s), Area of Remainder.

14. Final Conclusion of Value table
Fair Market Value of Whole Property \$4,050,000
For Partial Taking Include the Following
Fair Market Value of Property Taken (including improvements) as Part of the Whole N/A
Fair Market Value of Remainder as Part of the Whole Before Taking N/A
Fair Market Value of Remainder After the Taking as will be Affected by Contemplated improvements N/A
Damage to Remainder -0-
Compensation for Permanent Easement(s) \$14,500
Compensation for Temporary Easement(s) \$9,100
Total Compensation \$23,600



**1. General Description**

<b>Location</b>	<b>Schools</b>
Side of Street: South	Grade: Prairie Elementary
<b>Distance and Direction To</b>	High: Urbana Middle School
Nearest Markets: 1/2 Mile	Urbana High School
Nearest City: Cotermious	<b>Churches</b>
Downtown: 1 Mile	Various
Section of City: Northeast	
<b>Neighborhood</b>	
% Built-Up: 80%	<b>Transportation</b>
Type of Buildings: Residential, Industrial, Office	Public
Price Range: \$80,000 - 150,000 (Residential)	
Age Range: 30 - 60+ (Residential)	<b>Site Data &amp; Utilities</b>
Appearance: Average	Shape: Irregular
S.P. Adjoined By: Railroad tracks, industrial, residential	Topography: Level
<b>Present Access</b>	Curbs, Gutters: Concrete
Main Street	Walks, Drives: Concrete
	Drainage: Adequate
	Street: Bituminous/Concrete
S.P. Conformity: Average	Alley, if any: N/A
	Gas: Natural
	Sewer: Sanitary
Income Level: \$20,000 - 50,000+	Electric: Public
Property Trend: Positive	Water: Public

**2. Narrative Analysis of Entire Property**

Describe entire property before the taking, including such items as: 1) location and environment; 2) land type and usage; 3) zoning; 4) improvements; 5) special features that serve to detract or enhance; 6) include an analysis of the general area, the neighborhood, and the site; and 7) explain and justify highest and best use if it differs from present use and/or zoning. (Use additional sheets as required.)

The subject property consists of three contiguous parcels totaling 81.01 acres. This parcel is located on the south side of Main Street, on the far east side of Urbana. It functions as the location of County facilities, including offices and nursing home space. It is zoned a mix of R4 Medium Density Multi-Family and R6, High Density Multi-Family. These zoning classifications, while oriented to multi-family uses, also allow by right certain public and quasi-public uses. The subject is served by public utilities and lies out of the 100 year flood plain, as noted on FEMA map #170035-0005B dated January 16, 1981. The highest and best use, both before and after the taking, is indicated as that of a multi-family nature, although the highest and best use as improved continues as public buildings.

## Comparable Land Sale #1

Address: C.R. 1100N  
Savoy, IL

Parcel ID #: Part of 29-26-12-100-002  
Recording Information: Document # not available

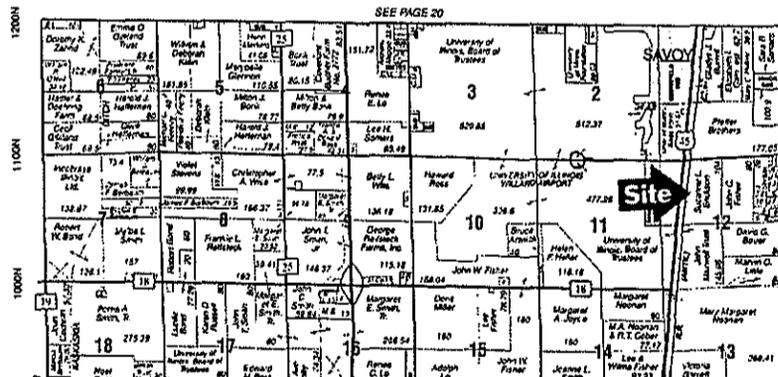
## Description of Property

Land Area: 19 Ac.  
Zoning: R5, High Density Multi-Family  
Utilities: Public  
Topography: Level  
Proposed Use: Multi-Family

## Facts of Sale

Grantor: Fieldstone Subdivision, LLC  
Grantee: Fieldstone Apartments, LLC  
Date of Sale: August 2007  
Consideration: \$1,425,000  
Terms of Sale: Cash  
Price Per Acre: \$75,000

**Comments:** This is the sale of land on the south side of C. R. 1100E, also known as Airport Road. It is the proposed site of Fieldstone Apartments, which is to be developed as part of Fieldstone Subdivision which includes single family and multi-family sites. The apartment complex to be constructed is to include over 200 predominantly one bedroom units, with a clubhouse and pool. This parcel previously sold as part of a 104 acre parcel for \$1,905,685. This was a sale from Erickson to Fieldstone Subdivision, LLC.



## Comparable Land Sale #2

Address: 3406 E. Stonecreek Boulevard  
Urbana, IL

Parcel ID #: 93-21-22-400-007  
Recording Information: Document #2005R13770

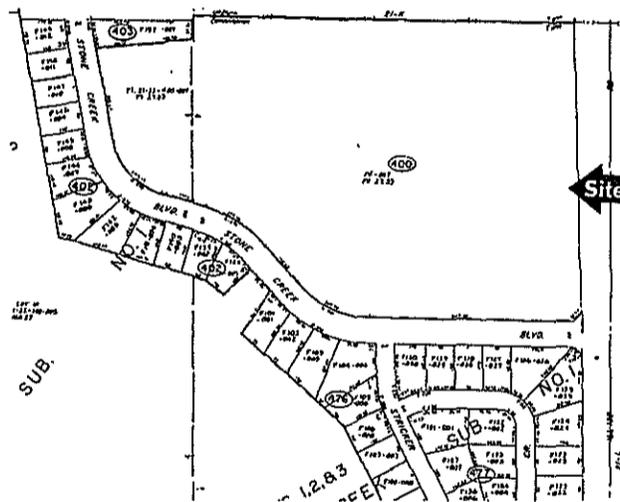
## Description of Property

Land Area: 27.33 Ac.  
Zoning: R4, Medium Density Multi-Family  
Utilities: Public  
Topography: Level  
Proposed Use: Single Family & Multi-Family

## Facts of Sale

Grantor: Atkins  
Grantee: C&C Illinois Properties  
Date of Sale: June 2005  
Consideration: \$1,450,000  
Terms of Sale: Cash  
Price Per Acre: \$53,055

**Comments:** This is the sale of land adjacent to the south of T. K. Wendl's on Route 130. The grantee indicated he intended to build 72 duplexes, 17 houses, and 88 condo units on this property.



### Comparable Land Sale #3

Address: SEC Bluegrass Lane & Boulder Ridge Drive  
Champaign, IL

Parcel ID #: Part of 03-20-04-300-005  
Recording Information: Document #2005R05632

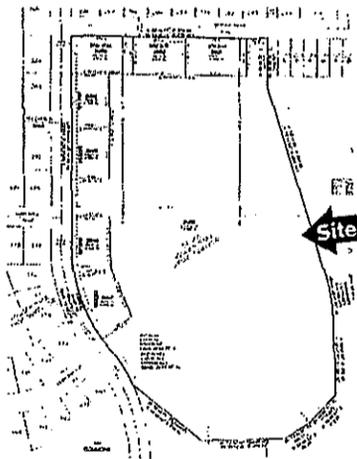
### Description of Property

Land Area: 13.952 Ac.  
Lot Dimensions: Irregular  
Zoning: MF3, High Density Multi-Family/  
Limited Business  
Utilities: Public  
Topography: Level  
Proposed Use: Residential Subdivision

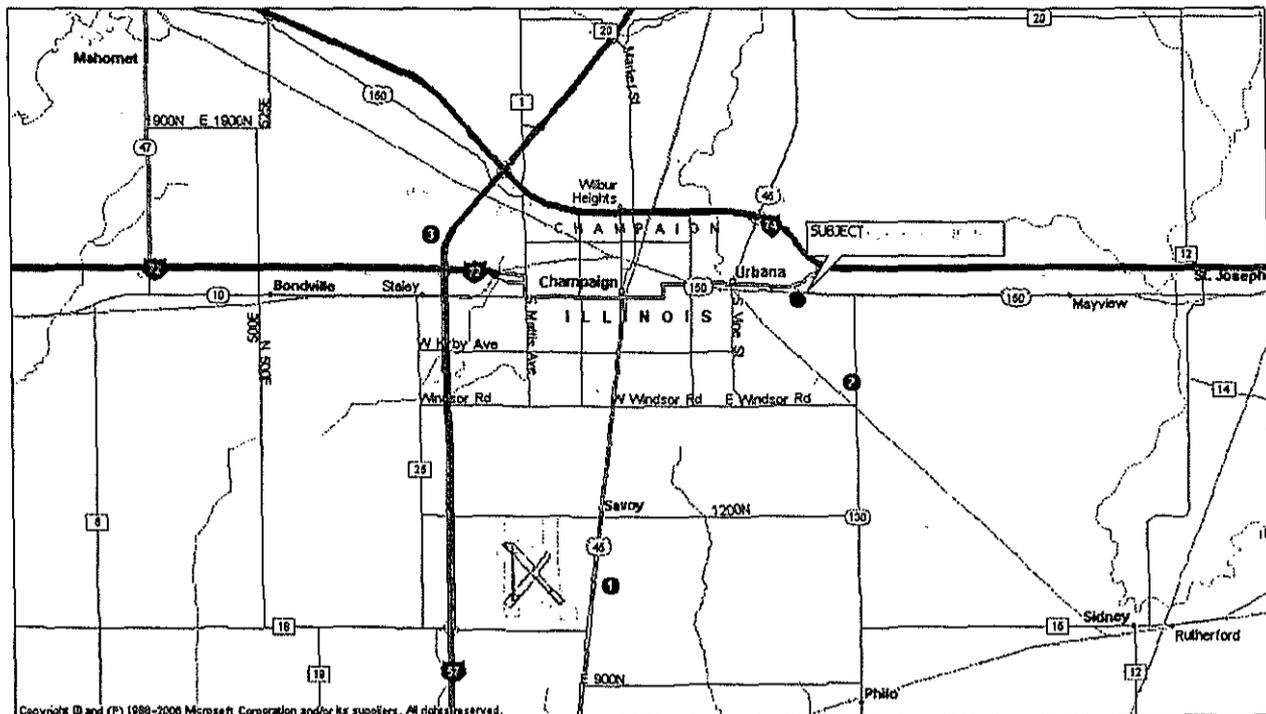
### Facts of Sale

Grantor: C & C Illinois Properties  
Grantee: Brady Boulder Ridge, LLC  
Date of Sale: March 2005  
Consideration: \$1,004,544  
Terms of Sale: Cash  
Price Per Acre: \$72,000

**Comments:** This is the sale of land located on the far northwest side of Champaign. Sawgrass Subdivision lies to the south, with Boulder Ridge First Subdivision adjacent to the west. This parcel is legally described as a Replat of Lot 200 of Boulder Ridge Second Subdivision, and is to be commonly referred to as Cove At Boulder Ridge. This property previously sold in June 2004 for \$980,000.



# Comparable Land Sales Map





Before Taking  After Taking

Agricultural  Residential  Commercial  Industrial

(Plus if Subject is Better) (Minus if Subject Poorer)  
Always Adjust TO the Subject Property

Comparable Sale Data Sheets: Attached  In Sales Book

	Subject	Sale No. 1	Sale No. 2	Sale No. 3
1. Grantor		Fieldstone Subdivision	Atkins	C&C Illinois Properties
Grantee		Fieldstone Apartments	C&C Illinois Properties	Brady Boulder Ridge
Address or Location		C.R. 1100N Savoy, IL	3406 E. Stonecreek Urbana, IL	Bluegrass & Boulder Ridge Champaign, IL
Date of Sale		08/07	06/05	03/05
Sale Terms		Cash	Cash	Cash
Size	81.01Ac	19 Ac.	27.33 Ac.	13.952 Ac.
Total Sale Price		\$1,425,000	\$1,450,000	\$1,004,544
Indicated Sale Price per Acre <input checked="" type="checkbox"/> Sq.Ft. <input type="checkbox"/> F.F. <input type="checkbox"/>		\$75,000	\$53,055	\$72,000

**Adjustments**

			%	\$ Amt.		%	\$ Amt.		%	\$ Amt.
Property Rights		FeeSimple			FeeSimple			FeeSimple		
Adjusted Price										
Financing		Cash			Cash			Cash		
Adjusted Price										
Conditions of Sale		None			None			None		
Adjusted Price										
Market Conditions		08/07			06/05	+8%	+ 4,200	03/05	+8%	+ 5,800
Adj. Unit Price				\$75,000			\$57,255			\$77,800
Location	Average	Average			Average			Average		
Size	81.01 Ac.	19 Ac.	-20%	- 15,000	27 Ac.	-20%	- 11,500	13.9 Ac.	-20%	- 15,600
Sewer/Water	Public	Public			Public			Public		
Zoning	R4/R5	R5			R4			MF3		
Topography	Level	Level			Level			Level		
Access	Average	Average			Average			Average		

Net Adjustment (+ or-)	-20%	\$ - 15,000	-20%	\$ - 11,500	-20%	\$ - 15,600
Indicated Sale Price		\$ 75,000		\$ 57,255		\$ 77,800
<b>Indicated Value of Subject</b>		<b>\$ 60,000</b>		<b>\$ 45,755</b>		<b>\$ 62,200</b>
Three items above are per	Acre <input checked="" type="checkbox"/> Sq.Ft. <input type="checkbox"/> F.F. <input type="checkbox"/>					

- Explanation of Adjustments. (Go To Page 2).
- Analysis and Correlation of Indicated Values. (Go to page 2)

5. Estimated Value of Land: \$50,000 Per Acre \_\_\_\_\_ Per Sq.Ft. \_\_\_\_\_ Per F.F. \_\_\_\_\_

6. Estimated Subject Property Land Value:  
81.01 Acre Sq. Ft. F.F. @ \$50,000 Per Acre Sq. Ft. F.F. = \$4,050,500  
Say \$4,050,000

3. Explanation of Adjustments. & 4. Analysis and Correlation of Indicated Values.

The aforementioned properties have been analyzed, recognizing their multi-family zoning and large parcel size like the subject. In each instance, the property rights appraised are those of the fee simple estate, with no leasehold values identified. Conditions of sale are shown as arm's length and essentially cash to the seller. Market condition adjustments have been made on the basis of 3% annually, recognizing positive trends in the marketplace and the general rate of inflation. Demand at these locations overlap that of the subject, with size adjustments following the economic principle of marginal utility. This notes that larger properties tend to sell on a lower unit price due to feasibility factors. The parcels analyzed are served by public utilities, show overlapping zoning, accessibility, and topographic considerations. They show adjusted prices on a per acre basis, illustrated as follows:

<u>Adjusted Price/Acre</u>
\$62,200
60,000
45,755

The subject is significantly larger than the sales analyzed, which reflects the largest adjustment made to all of the comparables. With this in mind, a conclusion of \$50,000 per acre seems reasonable. At \$50,000 per acre, a value of \$4,050,000 is indicated.



Before Taking

After Taking

**Summary of Valuation**

1. Indicated Value by Cost Approach .....	<u>N/A</u>
2. Indicated Value by Sales Comparison Approach .....	<u>\$4,050,000</u>
3. Indicated Value by Income Approach .....	<u>N/A</u>
4. Analysis and Correlation of Approaches to Value:	

Recognizing that the taking of the subject consists of permanent and temporary easements which are not anticipated to impact the remainder value of the subject, the value of the whole is predicate on the underlying site value only. As such, neither the cost nor income approaches are necessary to obtain credible appraisal results and have been omitted. Within the sales comparison approach, multi-family zoned parcels overlapping the size consideration and amenities of the subject have been analyzed. These sales have been adjusted for significant variances, resulting in a range of prices on a per acre basis. The value chosen for the subject is bracketed by the comparables and considered well supported. Total consideration is given to the sales comparison approach.

5. Appraiser's Final Estimate of Fair Market Value of Whole Property ..... \$4,050,000

Parcel No. 91-21-16-200-003 -004 -005      Project: SE Urbana Interceptor      Appraiser: Stephen D. Whitsitt, MAI, SRA



Describe the taking in detail including such items as: 1. a description of the land to be taken in relation to its location on the property, 2. its use, 3. its type and classification, 4. its topography, 5. any other special features or unusual characteristics.

The taking at the subject consists of permanent and temporary easements, with no fee taking occurring. A permanent easement containing .581 acres lies on the north periphery of the subject site, near the existing right-of-way. This is a slightly irregular configuration, running a distance in excess of 1,300' along the front of the site. Adjacent to the permanent easement on the south is a temporary easement which contains 1.162 acres. This permanent easement depth ranges from 15 - 27.5'. This temporary easement runs adjacent to the south of the permanent easement and along the far west edge of the permanent easement. The depth of this permanent easement varies from 27.5 - 40' and a total depth of 62' on the far west edge. The temporary construction easement will be acquired for a one year period of time.



Explain the effect of the taking on the remainder including such items as division of property, landlocking, change in highest and best use, proximity damage, access after taking, economic size, overimprovements, effect of construction features such as cuts and fills, change in drainage or effect on existing drainage, effect of taking on lease agreements, special benefits, any other items that will explain the appraiser's opinion of the after value.

Support the value of the remainder rather than estimating damages. The appraiser should use the applicable sales comparison approach to value the remainder. See Section 2.02-17 before using the cost or income approaches. When cost to cure is considered in valuing the remainder, major cost to cure items have to be supported, source of data shown and included in the appraisal. **Use the appropriate pages from BRW 742 when one of the three approaches is used to support the after value.**

The only acquisition at the subject is that of a permanent and temporary easement nature. No fee taking is occurring. Therefore, no remainder values occur.

Fair Market Value of Remainder as Part of the Whole Before Taking.....	\$	N/A
Fair Market Value of Remainder After the Taking as will be Affected by Contemplated Improvements	\$	N/A
Damage to Remainder.....	\$	-0-

Parcel No. 91-2116-200-003 -004 -005      Project: SE Urbana Interceptor      Appraiser: Stephen D. Whitsitt, MAI, SRA



1.	Description	Easement No. 1	Easement No. 2	Easement No.
	Type of Easement	Permanent	Temporary	
	Purpose of Easement	Sanitary Sewer	Construction	
	Term of Easement if Temporary	N/A	1 Year	
	Station to Station	N/A	N/A	
	Land Classification	Multi-Family	Multi-Family	
	Present Use	Public	Public	
	Highest and Best Use	Multi-Family	Multi-Family	
	Area of Easement Square Feet or Acres	.581 Sq.Ft. <input type="checkbox"/> Acre <input checked="" type="checkbox"/>	1.162 Sq.Ft. <input type="checkbox"/> Acre <input checked="" type="checkbox"/>	Sq.Ft. <input type="checkbox"/> Acre <input type="checkbox"/>
	Building Improvements in Easement to be Acquired	None	None	
	Land Improvements in Easement to be Acquired	None	None	
	Land Improvements in Easement <b>not</b> to be Acquired	None	None	

2 a.	Market Value of the Whole Property* Before the Imposition of the Easement(s).....	\$ <u>4,050,000</u>
b.	Market Value of the Easement Area(s) Before the Imposition of the Easement(s).....	\$ <u>120,000</u>
c.	Market Value of the Easement Area(s) After the Imposition of the Easement(s).....	\$ <u>96,400</u>
d.	Diminution in the Market Value of Easement Area(s).....	\$ <u>23,600</u>
e.	Market Value of the Property Outside the Easement Area(s) Before the Imposition of the Easement(s).....	\$ <u>3,930,000</u>
f.	Market Value of the Property Outside the Easement Area(s) After the Imposition of the Easement(s).....	\$ <u>3,930,000</u>
g.	Diminution in the Market Value of the Property Outside the Easement Area(s) Due to the Imposition of the Easement(s).....	\$ <u>-0-</u>
h.	Total Compensation for Easement(s).....	\$ <u>23,600</u>

(\*) See BRW 742-16 form instructions for Part 2 (a) in Exhibit 2.02-2B.

3. Explanation (See form instructions in Exhibit 2.02-2B for requirements)

The easements acquired at the subject lie on the north periphery of the subject site. The permanent easement contains .581 acres lying on the far north periphery of the site. Adjacent to this is a 1.162 acre temporary easement lying on the south and west edge of the permanent easement. It will be acquired for a one year period of time. The value of the easement area, both before and after the imposition of the easement, shows a diminution in value of \$23,600. No landscaping nor building improvements are being acquired. Therefore, total compensation for the easements is \$23,600.

Parcel No. 91-21-16-200-003 -004 -005

Project: SE Urbana Interceptor

Appraiser: Stephen D. Whitsitt, MAI, SRA



Additional Comments

Certificate of Appraiser

I, Stephen D. Whitsitt, MAI, SRA, hereby certify:

That on 01/30/08 (include all dates) I personally inspected the property herein appraised and that I have afforded the property owner or his/her designated representative the opportunity to accompany me at the time of inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal and sales data sheets.

That the statements of fact contained in the report are true and correct and the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

That my analyses, opinions, and conclusions were developed, and this report has [X] has not [ ] been prepared, in conformity with the Uniform Standards of Professional Practice.

That I understand that such appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the state of Illinois with its funds and/or with the assistance of federal-aid highway funds, or other federal funds.

That to the best of my knowledge such appraisal has been made in conformity with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of Illinois.

That neither my employment or my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

That I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.

That I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, or a specific valuation.

That I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual(s), I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

That I have no direct or indirect present or contemplated future interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Illinois Division of Highways or officials of the Federal Highway Administration, and I will not do so until so authorized by state officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of the fair market value of the part taken and net damage to the remainder, if any, as of the 30th day of January, 2008 is \$ 23,600 based upon my independent appraisal and the exercise of my professional judgment.

[Handwritten Signature] MAI, SRA
Signature

Type of License Certified General Real Estate Appraiser Lic. No. 553.000207 Exp. Date 09/30/09
Parcel No. 91-21-16-200-003 -004 -005 Project: SE Urbana Interceptor Appraiser: Stephen D. Whitsitt, MAI, SRA

## CERTIFICATION

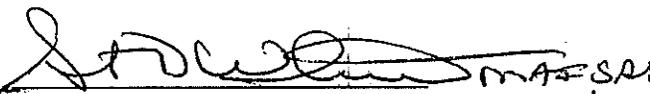
The undersigned does hereby certify that except as otherwise noted in this appraisal report:

1. I have personally inspected the subject property.
2. I have no present or contemplated future interest in the real estate that is the subject of this analysis report.
3. I have no personal interest or bias with respect to the subject matter of this analysis report or the parties involved.
4. The amount of the fee is not contingent upon reporting a predetermined opinion, conclusion, or recommendation, or upon any result, value or subsequent transaction.
5. To the best of my knowledge and belief, the statements of fact contained in this analysis report, upon which the analyses, opinions and conclusions expressed herein are based, true and correct.
6. This analysis report sets forth all of the assumptions and limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analysis, opinions and conclusions contained in this report.
7. This analysis report has been made in conformity with and is subject to the requirements of the Code of Ethics and Standards of Professional Practice and Conduct of the Appraisal Institute.
8. As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.
9. No one provided significant professional assistance to the person signing this report.
10. The analyses, opinions and conclusions were developed, and this report was prepared in conformity with Uniform Standards of the Professional Appraisal Practice (USPAP), and in accordance with the regulations developed by the Lender's Federal Regulatory Agency as required by FIRREA, except that the Departure Provisions of the USPAP do not apply.
11. The compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
12. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

## RESTRICTIONS UPON DISCLOSURE AND USE

Disclosure of the contents of this appraisal report is governed by the By Law regulations of the Appraisal Institute.

Neither all nor part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or the SRA/MAI designations) shall be disseminated to the public through advertising media, public relations media, to the public through means of communication without prior written consent and approval of the undersigned.

  
Stephen D. Whitsitt MAI, SRA  
Illinois License #553.000207  
Expires 09/30/09

## ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal and appraisal report are subject to the following limiting conditions:

This is a complete appraisal presented in a self-contained appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, no departures have been invoked and a full discussion of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value are enclosed in this report. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of the report.

The legal description furnished us is assumed to be correct.

We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear under responsible ownership and competent management.

The sketch in this report is included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.

Unless otherwise noted herein, it is assumed that there are no encroachments, zoning violations or restrictions existing in the subject property.

All engineering studies are assumed to be correct. The plot plans and illustrative materials in this report are included only to help the reader visualize the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state and local environmental regulations and laws unless the lack of compliance is stated, described and considered in this appraisal report.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in this appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents and other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.

By this notice, all persons and firms reviewing, using or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. **Do not use this report if you do not accept these assumptions and limiting conditions. These conditions are a part of this appraisal report.** These conditions are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's function is to provide a present market value as of a certain date. As the value of the property appraised may be impacted by changes within the economy and/or the marketplace, this opinion of value is considered to be reliable for a period of six (6) months from the date of the appraisal. Subsequent to that date, the appraiser(s) reserve the right to amend the analysis and/or value conclusion contained within the appraisal report in light of such changed conditions. This appraisal is not an engineering, legal or architectural study or survey, and expertise in these areas is not implied.

The liability of Whitsitt & Associates, Inc., its officers, employees, contractors and associate appraisers (hereinafter referred to collectively as "Whitsitt") is limited to the client only. There is no accountability, obligation or liability to any third party except if other specifically stated within the appraisal report. Whitsitt's maximum liability relating to services rendered under this appraisal assignment (regardless of form action, whether in contract, negligence or otherwise)

shall be limited to the charges paid to Whitsitt for the portion of its services or work products giving rise to liability. In no event shall Whitsitt be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if advised of their possible existence. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. Whitsitt is in no way responsible for any costs incurred to discover or correct any deficiency in the property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant or any other part), the client will hold Whitsitt completely harmless. Acceptance of and/or use of this appraisal report by client or any third party is prima facie evidence that the user understands and agrees to these conditions.

Information, estimates and opinions contained in this report are obtained from sources considered reliable, however, no liability for them can be assumed by the appraiser.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone but the applicant without the previous written consent of the appraiser or the applicant, and in any event only with the proper qualifications.

We are not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore.

The division of the land and improvement values estimated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.

**Environmental Disclaimer:** The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature would restrict access by disabled individuals may adversely affect the property's value, marketability or utility. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

#### **DEFINITION OF MARKET VALUE**

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

## **JURISDICTIONAL EXCEPTION**

This report was developed and reported under the Jurisdictional Exception of the Uniform Standards of Professional Appraisal Practice (USPAP) and in compliance with the policies and procedures of the Urbana-Champaign Sanitary District, the intended user, and applicable federal and state laws. The only part or parts of the USPAP that have been disregarded are those parts that are contrary to these laws, policies and procedures.

The part or parts of the USPAP, which have been disregarded, have been identified and retained in the work file.

## QUALIFICATION OF THE APPRAISER

Stephen D. Whitsitt  
MAI, SRA

Stephen D. Whitsitt, MAI, SRA is President of Whitsitt & Associates, Inc. He has been engaged in the appraisal of real estate since 1976.

As of the date of this report, I, Stephen D. Whitsitt have completed the requirements under the continuing education program of the Appraisal Institute

### The educational background of your appraiser include:

Bachelor of Arts Degree - Hanover College - 1976

### Appraisal courses attended and completed and examinations challenged and passed:

SREA Course 101 - Principals and Techniques - 1976  
SREA Course 201 - Income Property Valuation - 1977  
SREA Course 202 - Applied Income Property Valuation - 1986  
Ted Whitmer/Appraisal Institute - Comprehensive Review Workshop - 1992  
Appraisal Institute - II510 Advanced Income Capitalization - 1994  
Appraisal Institute - II520 Highest & Best Use & Market Analysis - 2000  
Appraisal Institute - Appraisers & Fair Lending - 2001  
Federal Highway Admin. & Illinois Dept. of Transportation - Eminent Domain For Attorneys & Appraisers - 2002  
Appraisal Institute - Course 400 USPAP 2003 - Standards & Ethics - 2003  
Appraisal Institute - Course 420 Business Practices & Ethics - 2003

### Association Memberships:

Member Appraisal Institute  
Senior Residential Appraiser, designation of the Appraisal Institute  
Member of Champaign County Board of Realtors  
Affiliation Member Danville Area Board of Realtors

### Professional Service:

1989-1990 President of Central Illinois Chapter 160 of SREA  
1988-1989 Vice President of Central Illinois Chapter 160 of SREA  
1985-1987 Treasurer/Secretary of Central Illinois Chapter 160 of SREA

### Licenses:

State Certified General Real Estate Appraiser - #553.000207 (Illinois)  
Real Estate Broker #075-080144, State of Illinois

### Court Testimony:

He has appeared as an expert witness in Circuit and Federal Court in Champaign County.

### Review Appraiser:

He has served as a review appraiser for the Federal National Mortgage Association (FNMA), City of Urbana, City of Champaign and Champaign County Board of Review, as well as various lenders.

### Professional Instruction:

Your appraiser has taught RSE 728 Residential/Single Family Appraisal, as well as the Uniform Standards of Professional Appraisal Practice, at Parkland College.

Your appraiser authored and instructed "Understanding Capitalization Rates" for the State of Illinois.

### Experience:

Your appraiser has experience in a variety of assignments including residential, multi-family, office, retail, industrial, subdivision, and land as well as special use properties such as churches and golf courses. Your appraiser has experience in various types of eminent domain proceedings including fee simple valuation and easement valuation. Your appraiser has additionally performed appraisals for railroad line abandonment and underground easements as well as zoning and use studies.

### Experience References:

Lending Institutions: A partial list includes National City, BankOne, BankChampaign, Busey Bank, Centru Bank, First Mid-Illinois, First National Bank of Monticello, Regions Bank, Rantoul First Federal, Central Illinois Bank.

Relocation Firms: Homequity Relocation, Prudential Relocation, State Farm Insurance, Relocation Resources, Associates Relocation.

Corporations: Frasca International, Christie Clinic, Covenant Medical Center, Kerr McGee Oil Company, Ryder-PIE International, CSX Transport, Pillsbury, Carle Foundation Hospital, Girl Scouts of America, Boy Scouts of America.

Municipalities/Government Agencies: University of Illinois, City of Champaign, City of Urbana, City of Monticello, Village of Tuscola, Intergovernmental Solid Waste Disposal Association, Champaign County, Vermilion County, State of Illinois

In addition, various attorneys have been served regarding estate valuation.

Your appraiser has completed training on fair lending / fair housing issues, having completed the Appraisal Institute course "Fair Lending and the Appraiser" in March 1997.



**Subject Property**

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: 01/30/08
Photograph By: Stephen D. Whitsitt, MAI, SRA
Camera Facing: Southwest
Description: View of Subject



Date of Photograph: 01/30/08
Photograph By: Stephen D. Whitsitt, MAI, SRA
Camera Facing: Southeast
Description: View of Subject



Date of Photograph: 01/30/08
Photograph By: Stephen D. Whitsitt, MAI, SRA
Camera Facing: Southwest
Description: View of Subject

Parcel No.: 91-21-16-200-003  
-004 -005

Project: U-C Sanitary Interceptor  
Improvements

Appraiser Stephen D. Whitsitt, MAI, SRA

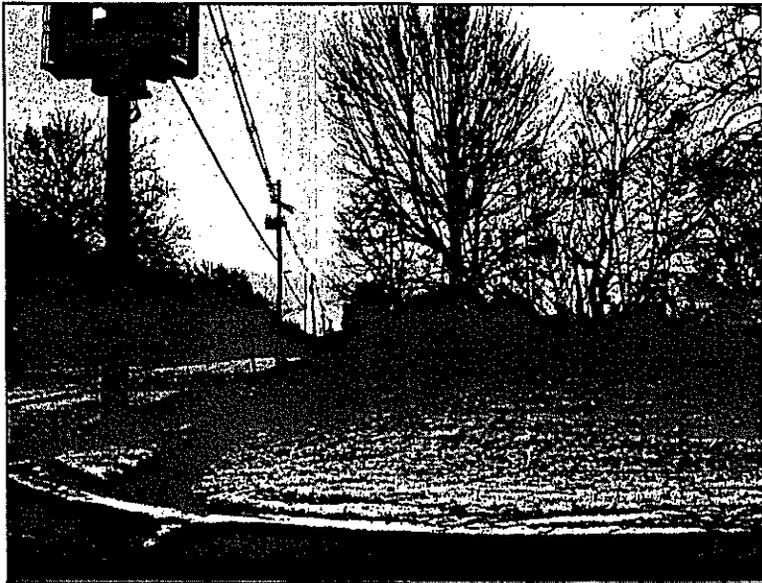


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Photograph By: Stephen D. Whitsitt, MAI, SRA
Camera Facing: Southwest
Description: View of Subject



Date of Photograph: 01/30/08
Photograph By: Stephen D. Whitsitt, MAI, SRA
Camera Facing: East
Description: View of Permanent Easement & Temporary Easement



Date of Photograph: 01/30/08
Photograph By: Stephen D. Whitsitt, MAI, SRA
Camera Facing: West
Description: View of Permanent Easement & Temporary Easement

Parcel No.: 91-21-16-200-003  
-004 -005

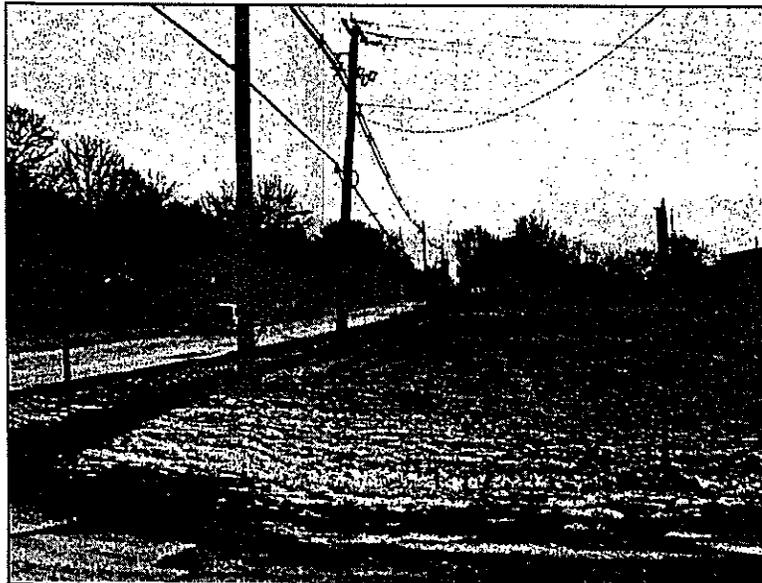
Project: U-C Sanitary Interceptor Improvements

Appraiser Stephen D. Whitsitt, MAI, SRA



**Subject Property**

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Date of Photograph: 01/30/08
Photograph By: Stephen D. Whitsitt, MAI, SRA
Camera Facing: West
Description: View of Permanent Easement & Temporary Easement

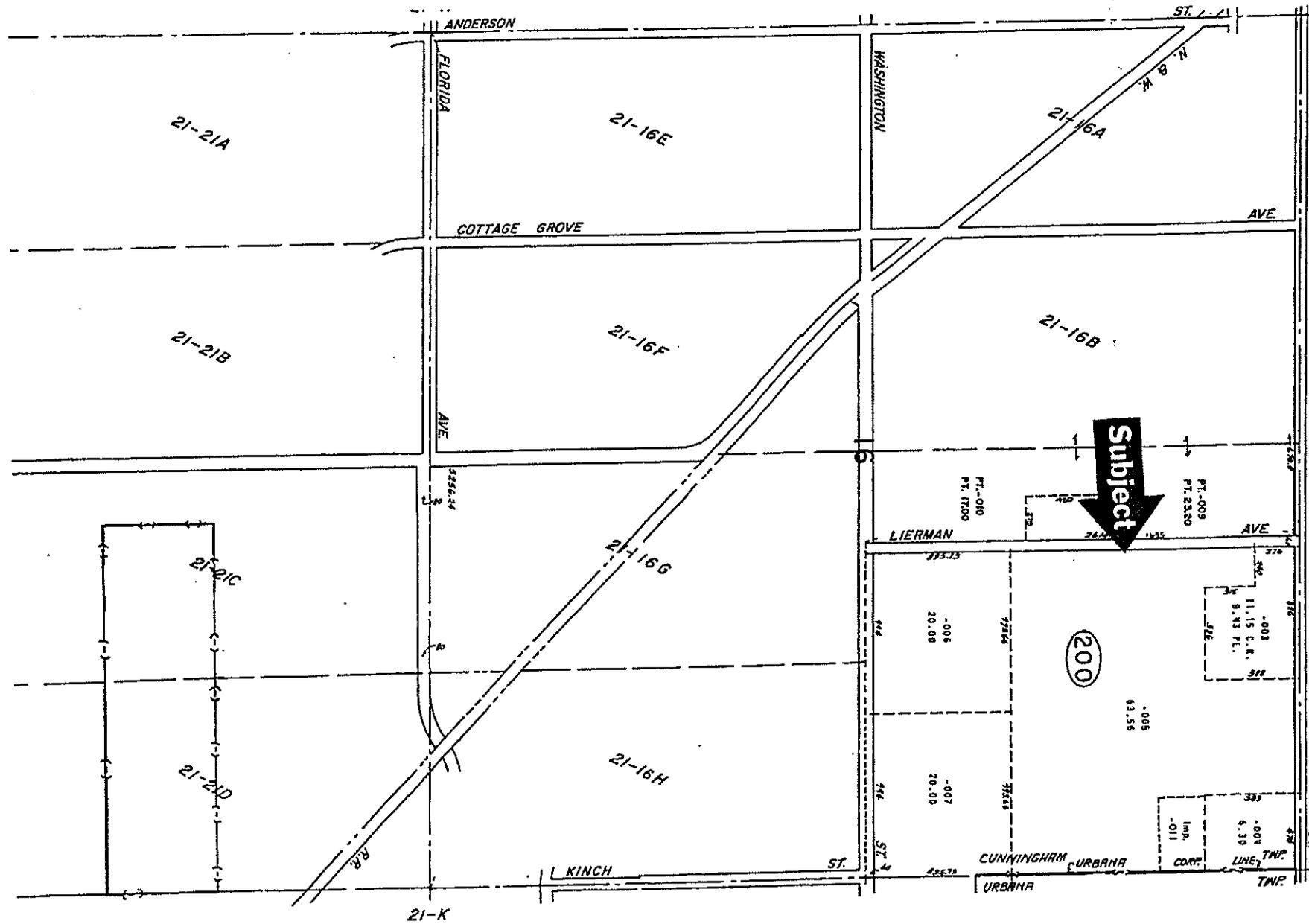
Date of Photograph: 01/30/08
Photograph By: Stephen D. Whitsitt, MAI, SRA
Camera Facing: East
Description: View of Permanent Easement & Temporary Easement

Date of Photograph:
Photograph By:
Camera Facing:
Description:

Parcel No.: 91-21-16-200-003  
-004 -005

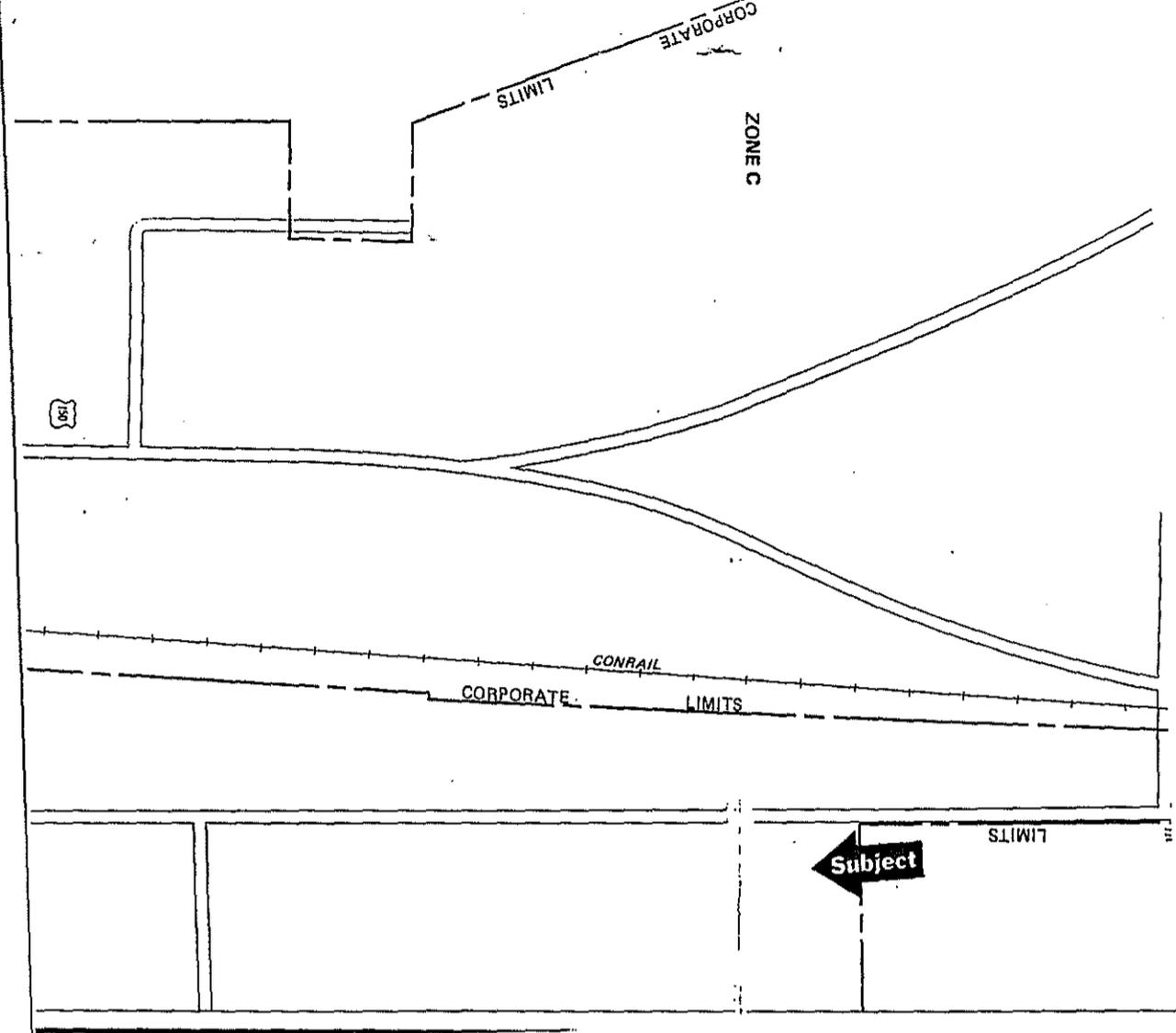
Project: U-C Sanitary Interceptor  
Improvements

Appraiser Stephen D. Whitsitt, MAI, SRA



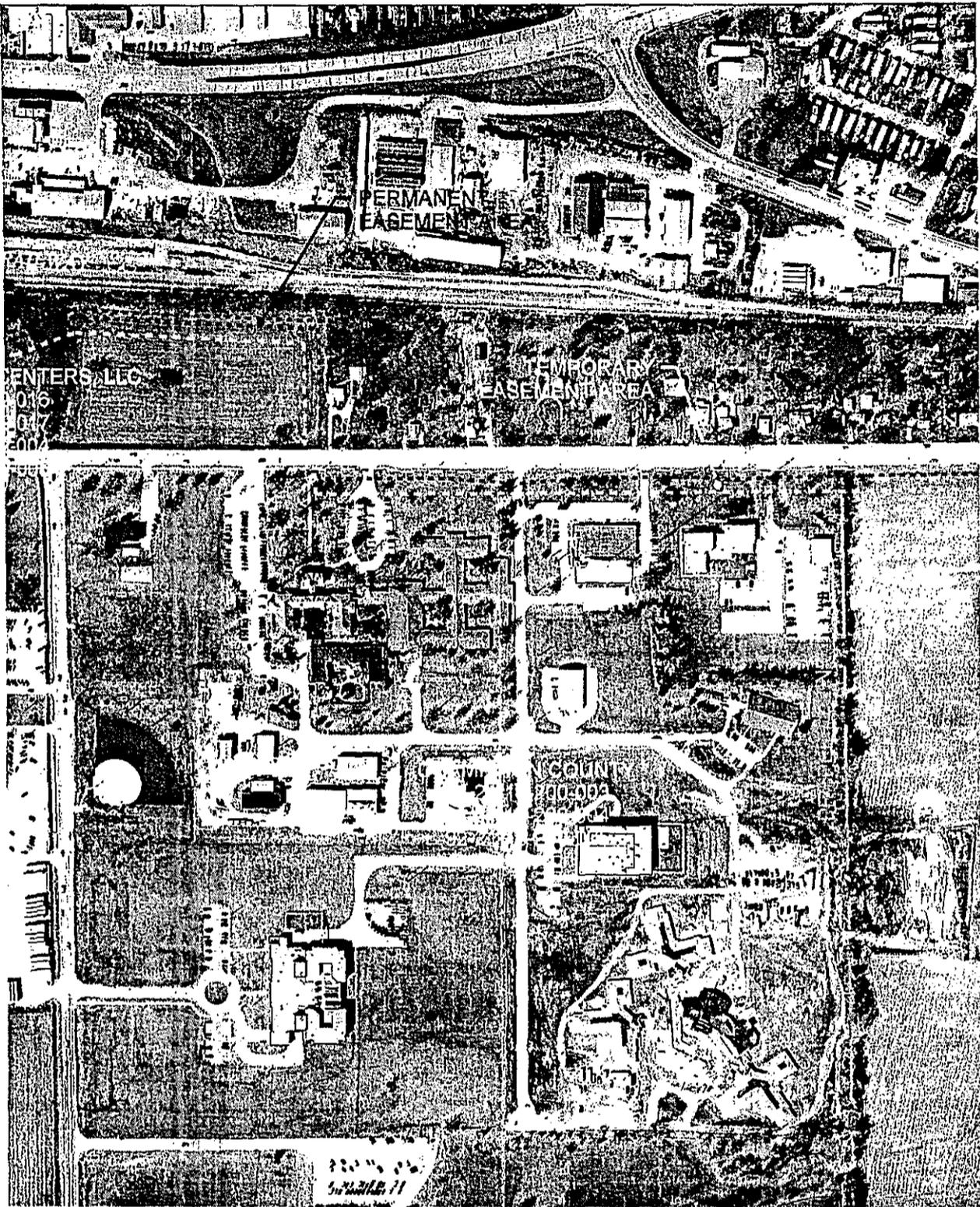
Subject Plat Map

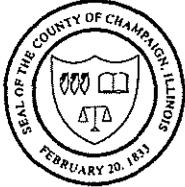
Flood Plain Map





Aerial View of Easement Area





## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

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URBANA, IL 61802  
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Website: [www.co.champaign.il.us](http://www.co.champaign.il.us)

ADMINISTRATIVE SUPPORT  
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MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

To: Mike Little, Executive Director/UCSD  
Jerry Dewhirst, Sodemann & Associates, Inc.

From: Denny Inman, County Administrator/Facilities & Procurement

Date: April 1, 2009

Re: Proposed Easement for East Urbana Interceptor Sewer Project – County Requested Changes

The following are County requested changes to the proposed sanitary sewer easement for the East Urbana Interceptor Sewer Project. Please note this list differs from the enumeration I provided via e-mail on March 31<sup>st</sup>.

- A. Introductory paragraph: 1<sup>st</sup> sentence. Articulate the one dollar is for the cost of the easement and the balance of cost is to reimburse the County for “out-of-pocket expenses. I believe this sends a positive message to the taxpayers.
- B. Paragraph 8.h.: List the County Consultants, County staff, and tenants as Additional Insured.
- C. Add a new paragraph which addresses defects. Suggested language - The Grantee will return to Grantors property to correct defects to utilities or other site features that were disturbed by construction for a period of ten (10) years after Grantor acceptance of the project, at no cost to the Grantor. Grantor shall notify the Grantee in writing when defect(s) are detected and Grantee shall immediately investigate the defect(s) and arrange for correction at a schedule acceptable to Grantor. All defect(s) affecting County or tenant operations shall be repaired in the most expeditious manner in order to maintain operations. We discussed this issue in our meeting and we believe this is a good start and covering the issue.
- D. Add a new paragraph which addresses cost associated with emergency events - In the event of a construction emergency or incident on Grantor's premises which may require the assistance of equipment or staff of the Grantor, Grantor's tenants or Grantor's consultants, Grantee shall reimburse Grantor for any out-of-pocket costs that may be incurred by Grantor.
- E. Easement Conditions document: Item 15. Change Total Easement Fee to Total Easement Reimbursement Fee

I feel the aforementioned are the substantive changes pending final legal review and reflect our meeting in March. In the event you have questions or wish to discuss the issues do not hesitate to contact me or Alan Reinhart at your earliest convenience.

Thank you for your cooperation in this matter.



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ADMINISTRATIVE SUPPORT  
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SALARY ADMINISTRATION

To: Steve Beckett, Chair of County Facilities Committee  
County Facilities Committee Members

From: Denny Inman, County Administrator/Facilities & Procurement  
Duane Northrup, Coroner

Date: March 30, 2009

Re: Relocation of County Morgue Equipment and Coroner Office Operations

### **ISSUE:**

The Champaign County Coroner morgue operations infrastructure does not meet current operational requirements. Additionally the Coroner's office and morgue operations are in separate locations which deter operational efficiency's.

### **REPORT:**

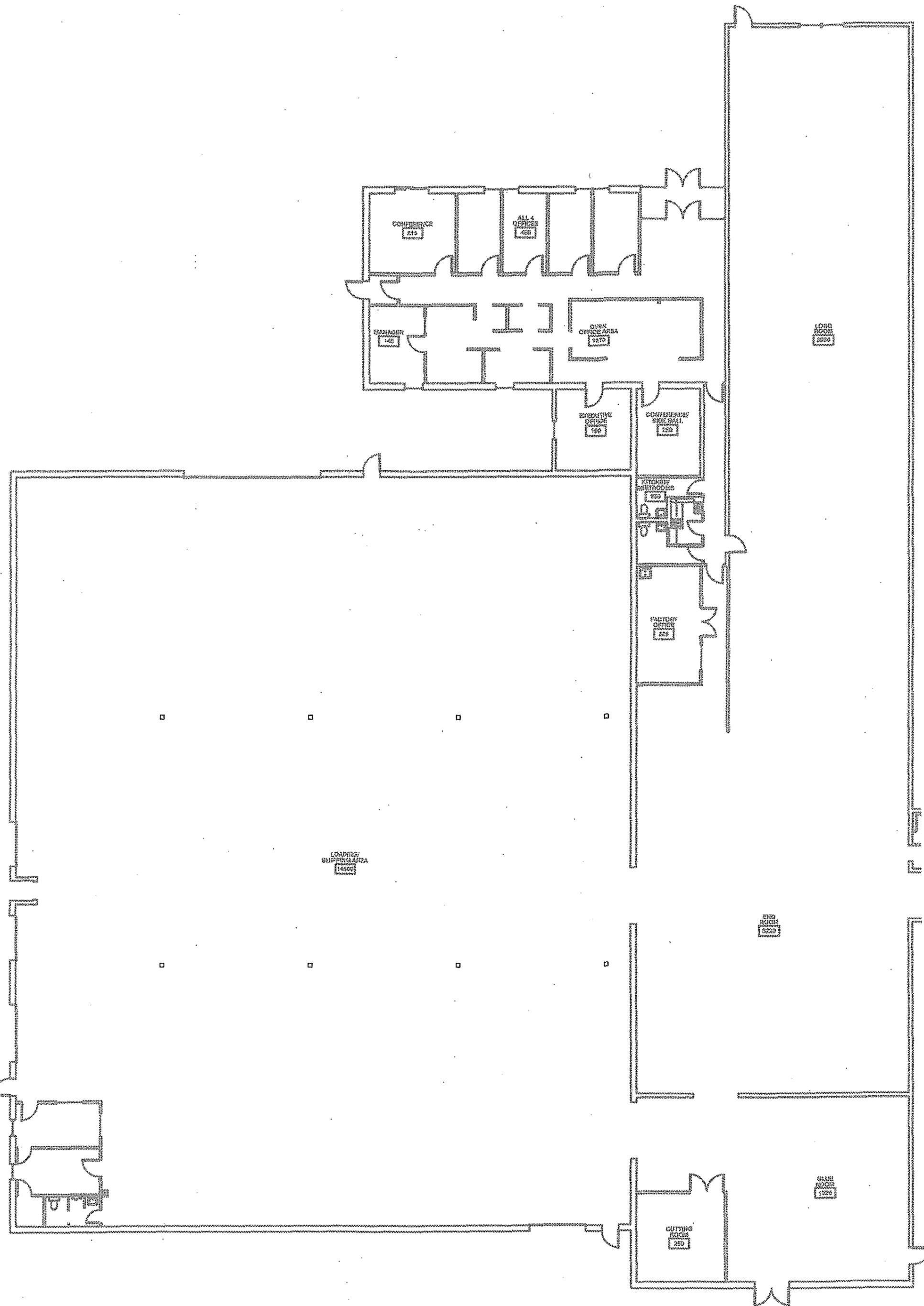
1. The current Coroner operation is divided into three separate locations:
  - A. **Main Office:** The Coroner and staff are located in the Brookens Administrative Center Pod 200. The office was remodeled in to accommodate the METCAD remodeling project. Current space is estimated at 1,180 /square feet.
    - i. Current space configuration provides reception area, office space, and minimal storage.
  - B. **Inquests:** Inquests are held every month with approximately 20-30 people in attendance. The inquests are conducted at the Urbana Civic Center. Coroner Jury orientations are held quarterly at the Urbana Civic Center with approximately 50-75 jurors in attendance.
  - C. **Morgue Operations:** The Coroner currently owns a three (3) person cooler which is housed at the Renner - Wikoff funeral home in Urbana. The current lease agreement provides for building rental fee of \$200 per month with security controlled access. Current data on County deaths indicate the limited morgue capacity in Champaign County has been exceeded since 2005 with no decline in the near future. The current economic climate has further exacerbated the morgue capacity issue

by extended storage of remains due to locating relatives and the lack of financial ability to bury family members.

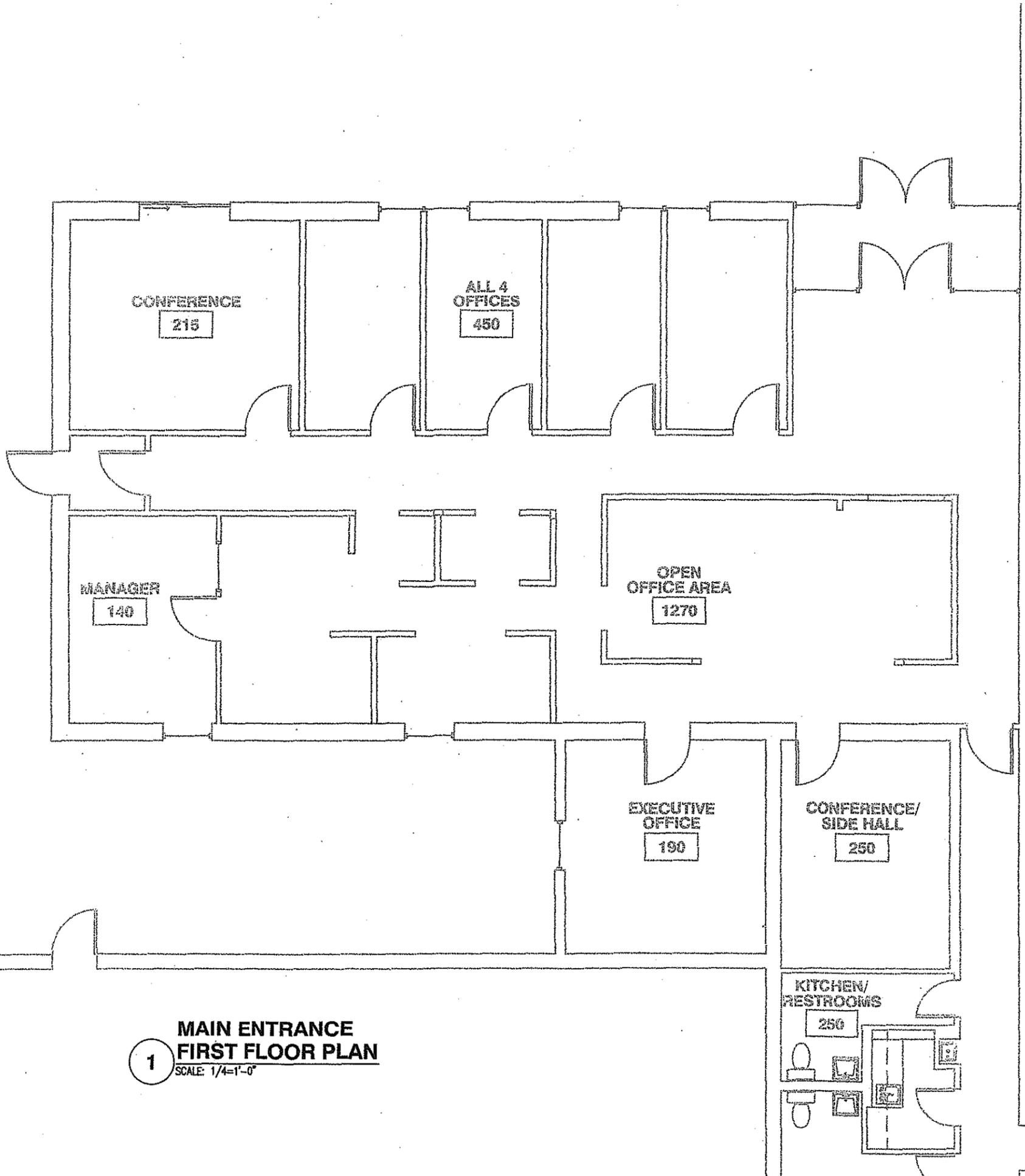
2. The Coroner and County Administrator/Facilities & Procurement have played significant roles in the planning, organizing, and implementing emergency plans for Champaign County. The Coroner is a board member on the State of Illinois Fatality Management Response Working Group. The Fatality Management Response Working Group is charged with the task of creating and implementing a statewide plan for responding to incidents involving fatalities which exceed local capabilities and resources. The County Administrator/Facilities & Procurement is a founding member, on behalf of the County, of the Regional Emergency Coordination Group (RECG). The RECG is the policy arm of the MAC in times of emergency.
3. Carle Hospital is the local contact for Homeland Security grant opportunities. It has become apparent to RECG stakeholders and the Champaign County Coroner that in the event of a multiple deaths requiring Coroner processing, morgue capacity is non-existent. To that end Carle Hospital has agreed to submit a grant application for a 6-12 morgue unit. The morgue unit would be provided to the County, at no charge, if suitable space is provided.
4. Currently the County leases 19,354 square feet of office and storage space at the property known as the Gill Building. Approximately 16,754 square feet is storage and 2,600 square feet is office space.
  - A. This facility is utilized by the Physical Plant which stores maintenance materials and equipment, ILEAS which stores first responder materials, and equipment, and County Clerk election equipment.
  - B. Upon the completion of the South Highway facility retrofit the County Clerk election equipment will be relocated to that facility. The roof and exterior "skin" replacement projects have been completed. The only delay in relocating the County Clerk election equipment is finalization of interior plans by County Clerk and the subsequent build out.
  - C. The storage space available at Gill Building is more than adequate to accommodate the current three (3) person and six to twelve (6-12) person morgue equipment.
  - D. The approximate 2,600 square feet of office space allows the Coroner to have enough space for traditional office operations but to additionally include inquests.
  - E. The consolidation of Coroner operations at the Gill Building location will provide unified operations to the Coroner office and appropriate morgue capacity and operations during significant emergency events.

### **RECOMMENDATION:**

We request the County Facilities Committee approval of the concept to relocate all Coroner operations to the Gill Building. Concept approval is provided with the caveat that additional morgue equipment and relocation will be provided at minimal cost to the County. Upon receipt of grant the Coroner and County Administrator/Facilities & Procurement will provide to the Committee a relocation plan, schedule, and cost schedule for final approval.



**1** **FIRST FLOOR KEYPLAN**  
NOT TO SCALE



**1** MAIN ENTRANCE  
**FIRST FLOOR PLAN**  
SCALE: 1/4"=1'-0"



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ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
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PHYSICAL PLANTSALARY  
ADMINISTRATION

To: Steve Beckett, Chair of County Facilities  
County Facilities Committee Members

From: Denny Inman, County Administrator/Facilities & Procurement

Date: April 2, 2009

Re: Courthouse Complex De-Lamping Plan

**ISSUE:** County Facilities Committee approval of Courthouse Complex de-lamping plan.

### **REPORT:**

1. In anticipation of County Facilities Committee approval of the Energy Policy for Champaign County Facilities, which states a goal of reducing energy cost in County Facilities by .50/square foot by November 2010, a de-lamping plan for the Courthouse Complex has been crafted.
2. The Courthouse Complex De-Lamping Plan (attached) provides objectives, goals, guidelines, and sequential plan to de-lamp significant number of light fixtures. The proposed plan is in concurrence with the Energy Policy for Champaign County Facilities. Main features of the de-lamping plan:
  - a. Balance of life/safety with responsible energy usage.
  - b. Goal of reducing energy cost .50/square foot by November 2010.
  - c. De-lamping will include removal of one or more lamps/fixture, electrically disconnecting the light fixture, replacing existing lamps with lower wattage lamps, and adding occupancy sensors.
  - d. All de-lamping activities will meet federal, state, and local building and electrical codes.
  - e. De-lamping will occur when County Facilities Committee, department head, and administration are in concurrence.
  - f. National lighting standards for light levels will be used to insure appropriate light levels are maintained in public, secure, Judicial, and department areas.
  - g. De-lamping will initially occur in the Courthouse Addition and then move to Courthouse.
3. Included with the de-lamping plan is a spreadsheet titled De-Lamping Plan – Cumulative Impact on Light Fixtures and Bulbs which provides proposed cumulative data on the number of fixtures which will be

decommissioned. The total number of light fixtures in the Courthouse Complex is 1575 and the post de-lamping fixture figure is 634 or -60%.

4. The County Facilities Committee is provided floor plans of the Courthouse Complex which identify the light fixtures which will remain operational (red dot) by light switch and security lighting (green dot) which will remain in operation 2/7/365.

**RECOMMENDATION:**

I recommend the County Facilities Committee approve the Courthouse Complex de-lamp plan as presented. I further request Committee approval to complete grant applications for the purchase of occupancy sensors and de-lamping cost.



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
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ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANTSALARY  
ADMINISTRATION

### CHAMPAIGN COUNTY COURTHOUSE COMPLEX

#### DE-LAMPING PLAN

**OBJECTIVE:** The objective of the Courthouse Complex de-lamping plan is to meet the objectives of the Energy Policy for Champaign County Facilities:

- Operate energy efficient County facilities.
- Incorporate energy management into County facility management and decision making processes.
- Balance life/safety with responsible energy usage.
- Implement practices that insure efficient use of energy.
- Promote energy efficiency by example and education.

**GOAL:** The goal of the Courthouse Complex de-lamping plan is to reduce energy cost by .50/square foot by November 2010.

**DE-LAMPING DEFINED:** For the purpose of all County Facility de-lamping plans, de-lamping will be defined as – any act which reduces energy usage from a light fixture. De-lamping will include:

1. Removing one or more lamps from a fixture.
2. Replacing the total number of light fixtures in a given area on 3 for 1 basis.
3. Electrically disconnecting the light fixture (ballasts) from operation but leaving the fixture in place.
4. Replacing existing lamps with lower wattage lamps.
5. Light fixtures, which are not energy efficient, upon failure will be replaced with energy efficient fixtures.
6. Adding occupancy sensors to restrooms, conference rooms, storage rooms, hallways, etc.

#### **GUIDELINES:**

1. Balance life/safety with responsible energy usage.
2. All de-lamping activities will meet Federal, State, and local building and electrical codes.
3. De-lamping plans for individual departments will be implemented when the County Facilities Committee, department head, and Administration are in agreement. Changes to a department de-lamping plan will require concurrence by all parties.

1. The Physical Plant will report monthly to County Facilities Committee on the progress of the de-lamping plan and recommend any changes to the plan. Reports will be viewable on the County's website.
5. De-lamping plans will be implemented at minimal labor and material cost.
6. Use of natural light will be maximized.
7. De-lamping will be conducted in one of two approaches:
  - a. De-lamp the same percentage of lamps in all areas that exceed foot candle guidelines.
  - b. (Preferred) Measure light levels and de-lamp the appropriate number of lamps.
8. All public, secure, Judicial, and departmental area light levels will be measured in foot candles. De-lamping plan will include measuring the light levels prior and post de-lamping.
9. Light level guidelines will be derived from one of the following sources:
  - a. Illuminating Engineering Society of North America
  - b. EPA Energy Star Program
  - c. GSA Courthouse Lighting Guidelines
  - d. State of Illinois Courtroom Guidelines.
10. All lamps and fixtures will be disposed of per Federal and State EPA guidelines.

**PLAN:** The de-lamping plan for the Courthouse Complex is as follows -

1. Conceptual approval by County Facilities Committee
2. Present plan to department heads
3. Sequence:
  - a. Courthouse Addition:
    - i. 1<sup>st</sup> Floor
    - ii. 2<sup>nd</sup> Floor
    - iii. 3<sup>rd</sup> Floor
  - b. Courthouse:
    - i. 3<sup>rd</sup> Floor
    - ii. 2<sup>nd</sup> Floor
    - iii. 1<sup>st</sup> Floor
4. Take light level measurements prior to de-lamping
5. Initial de-lamp process of removing or disabling lamps
6. Measure light levels post initial de-lamping process
7. Review, modify, and final acceptance by department head

8. Complete electrical disconnection of light fixture
9. Lamps and fixtures will be cleaned during routine maintenance.
10. Administration will work with vending machine contractor on de-lamping.
11. Report to County Facilities Committee de-lamping plan is complete.

**Subtotals: Non-Secure vs. Secure**

	2 x 4 Rec/2	2 x 4 Rec/3	2 x 4 Rec/4	2 x 4 Para/4	2 x 4 Para/3	2 x 4/2 Secur	2 x 4/4 Secur	4' Indusl/2	4' Surf Down-light	Recess/Down Light	Recess/Down Light	4' Bath-room	Single Exit	Doub le Exit	Recess /Down Light	Pendant Direct	Recess /Down Light	Pendant /3	2'Cove Strip	4'Cove Strip	Vandal/Exit	4'Wall Mount
<b>Pre - DeLamping</b>																						
Crthse - Non Secure	39	54						2	6	6			3	1								
Addition - Non Secure	32	11	98						32	26	210	8	8	1				15	20	112		
<b>Total Non-Secure</b>	<b>71</b>	<b>65</b>	<b>98</b>					<b>2</b>	<b>38</b>	<b>32</b>	<b>210</b>	<b>8</b>	<b>11</b>	<b>2</b>				<b>15</b>	<b>20</b>	<b>112</b>		
<b>Total Fixtures</b>	<b>684</b>																					
<b>Lightbulbs</b>	<b>142</b>	<b>195</b>	<b>392</b>					<b>4</b>	<b>76</b>	<b>64</b>	<b>420</b>	<b>16</b>	<b>11</b>	<b>2</b>				<b>45</b>	<b>40</b>	<b>224</b>		
<b>Total Lightbulbs</b>	<b>1631</b>																					
<b>Post DeLamping</b>																						
Crthse - Non Secure	19	9	88	0	0	0	0	6	18	7	310	2	22	4	1		19	0	20		2	
Addition - Non Secure	16	27	0	0	0	0	0	2	4	4	0	0	4	1	1	0	0	0	0	0	0	0
<b>Total Non-Secure</b>	<b>35</b>	<b>36</b>	<b>88</b>					<b>8</b>	<b>22</b>	<b>11</b>	<b>310</b>	<b>2</b>	<b>26</b>	<b>5</b>	<b>2</b>		<b>19</b>	<b>0</b>	<b>20</b>		<b>2</b>	
<b>Total Fixtures</b>	<b>586</b>																					
	<i>Difference: 98 -14.4%</i>																					
<b>Lightbulbs</b>	<b>70</b>	<b>108</b>	<b>352</b>					<b>16</b>	<b>44</b>	<b>22</b>	<b>620</b>	<b>4</b>	<b>26</b>	<b>5</b>	<b>2</b>		<b>19</b>		<b>40</b>		<b>18</b>	
<b>Total Lightbulbs</b>	<b>1346</b>																					
	<i>Difference: 285 -18%</i>																					

<b>Pre - DeLamping</b>																						
Crthse - Secure	56	193	82	55				2		3		5			17							
Addition - Secure	62	127	34	17	71	39	6	17			2	25	9			22	8				35	4
<b>Total Secure</b>	<b>118</b>	<b>320</b>	<b>116</b>	<b>72</b>	<b>71</b>	<b>39</b>	<b>6</b>	<b>19</b>		<b>3</b>	<b>2</b>	<b>30</b>	<b>9</b>		<b>17</b>	<b>22</b>	<b>8</b>				<b>35</b>	<b>4</b>
<b>Total Fixtures</b>	<b>891</b>																					
<b>Lightbulbs</b>	<b>236</b>	<b>960</b>	<b>464</b>	<b>288</b>	<b>213</b>	<b>78</b>	<b>24</b>	<b>38</b>		<b>6</b>	<b>4</b>	<b>60</b>	<b>9</b>		<b>17</b>	<b>132</b>	<b>8</b>				<b>35</b>	<b>8</b>
<b>Total Lightbulbs</b>	<b>2580</b>																					
<b>Post DeLamping</b>																						
Crthse - Secure	31	113	53	29	0	0	0	2	0	3	0	5	0	0	0	2	0	0	0	0	0	0
Addition - Secure	20	80	16	9	0	0	0	12	0	0	2	25	0	0	6	0	0	0	0	3	0	4
<b>Total Secure</b>	<b>51</b>	<b>193</b>	<b>69</b>	<b>38</b>				<b>14</b>		<b>3</b>	<b>2</b>	<b>30</b>			<b>6</b>	<b>2</b>				<b>3</b>		<b>4</b>
<b>Total Fixtures</b>	<b>415</b>																					
	<i>Difference: 476 -53%</i>																					
<b>Lightbulbs</b>	<b>102</b>	<b>579</b>	<b>276</b>	<b>152</b>				<b>28</b>		<b>6</b>	<b>4</b>	<b>60</b>			<b>36</b>	<b>2</b>				<b>3</b>		<b>8</b>
<b>Total Lightbulbs</b>	<b>1256</b>																					
	<i>Difference: 1324 -51%</i>																					

COURTHOUSE & COURTHOUSE ADDITION

DE-LAMPING PLAN - CUMULATIVE IMPACT ON LIGHT FIXTURE & BULBS

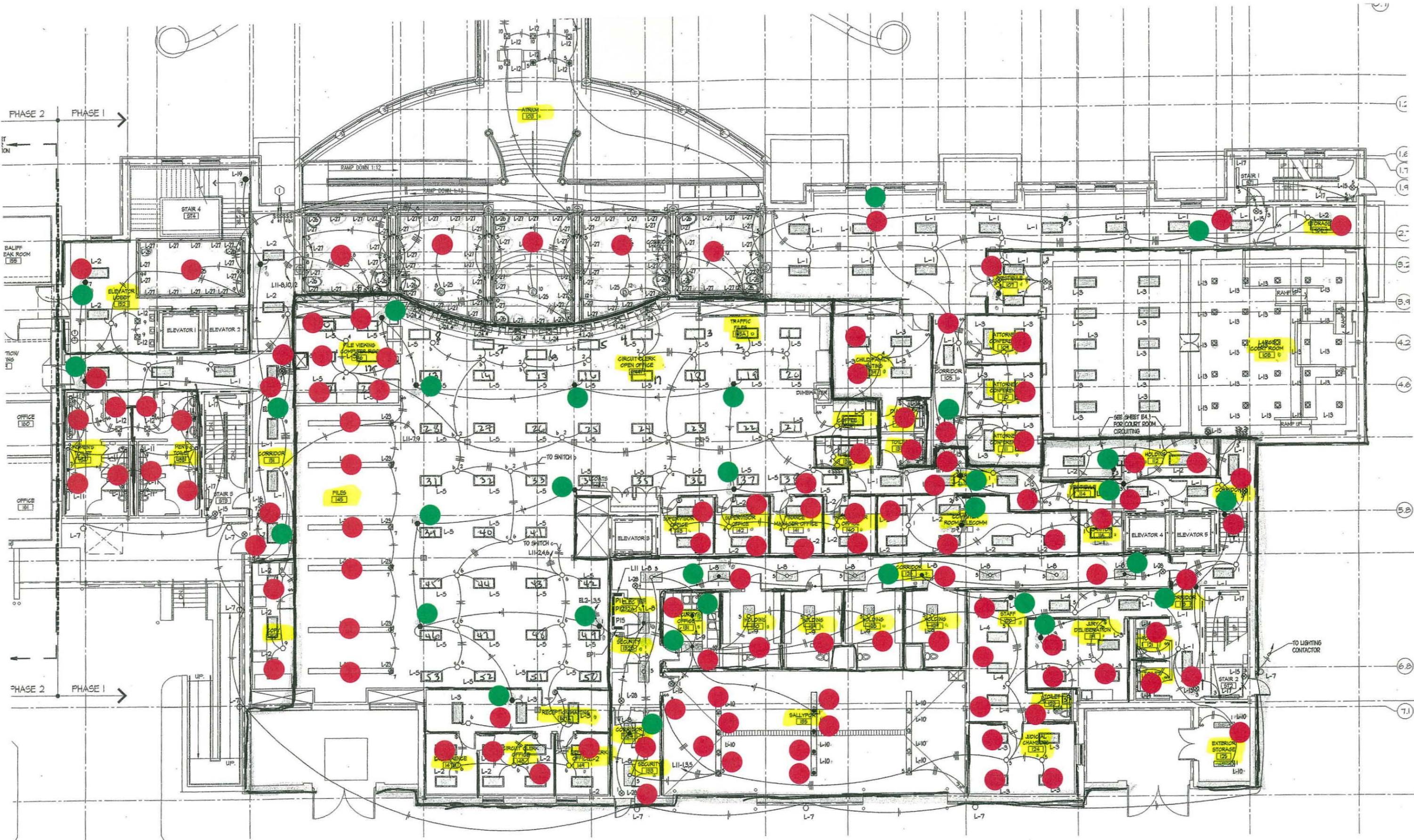
3/24/09

A. Pre De-Lamping: Operational

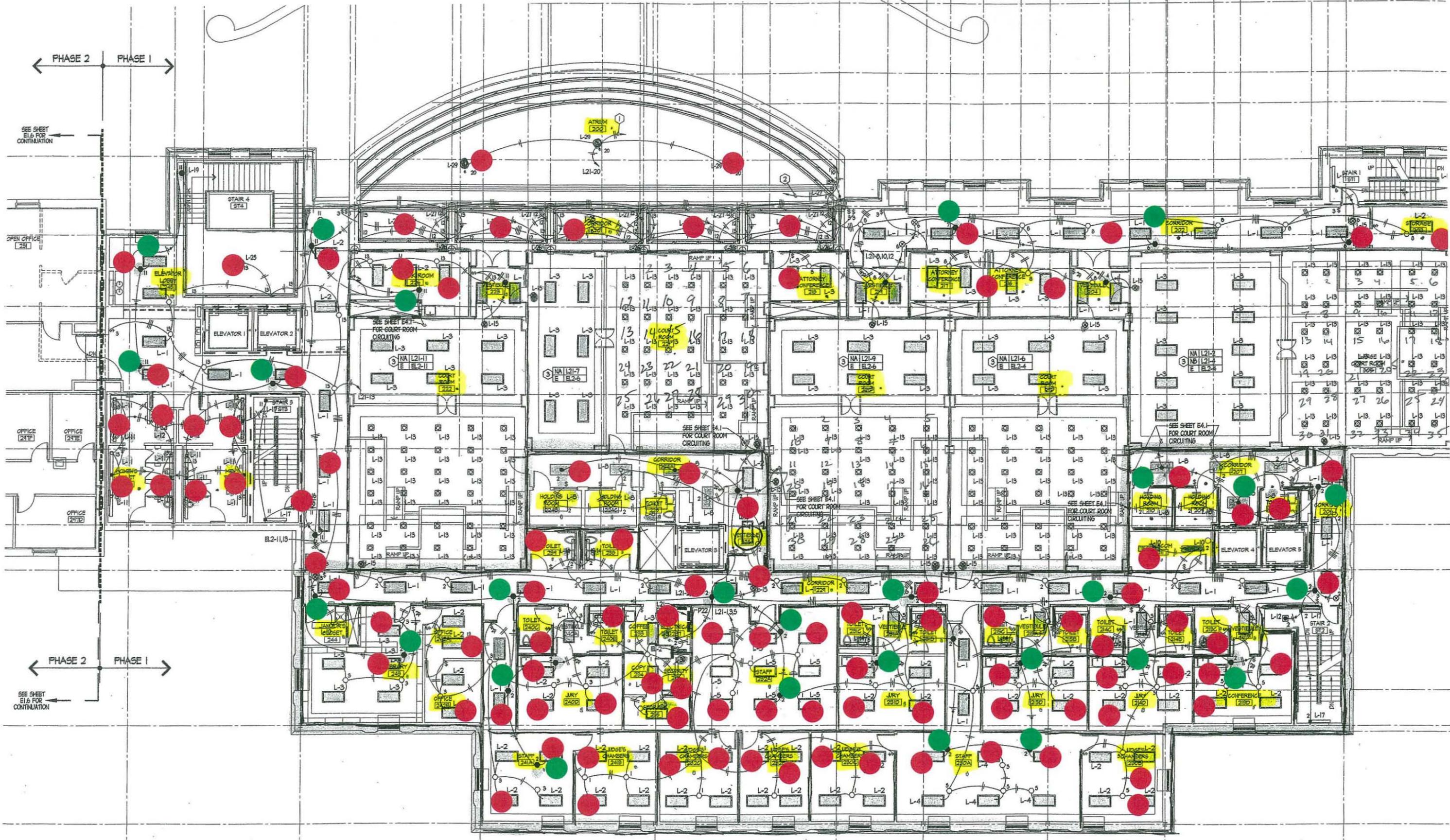
Plan Designation	L1	L2	L3	L4	L5	L8	L9	L10	L11	L12	L13	L14	L15	L16	L18	L23	L24	L25	L26	L27	L28	L30
<i>Description</i>	2 x 4 Rec/2	2 x 4 Rec/3	2 x 4 Rec/4	2 x 4 Para/4	2 x 4 Para/3	2 x 4/2 Secur	2 x 4/4 Secur	4' Indust/2	4' Surf Down-light	Recess/Down Light	Recess/Down Light	4' Bath-room	Single Exit	Double Exit	Recess/Down Light	Pendant Direct	Recess/Down Light	Pendant /3	2'Cove Strip	4'Cove Strip	Vandal/Exit	4'Wall Mount
<b>CUMULATIVE</b>																						
Fixtures	189	385	214	72	71	39	6	21	38	35	212	38	20	2	17	22	8	15	20	112	35	4
Total Fixtures	<u>1575</u>																					
Light bulbs	378	1155	856	288	213	78	24	42	76	70	424	76	18	2	17	132	8	45	40	224	35	8
Total Light bulbs	<u>4209</u>																					

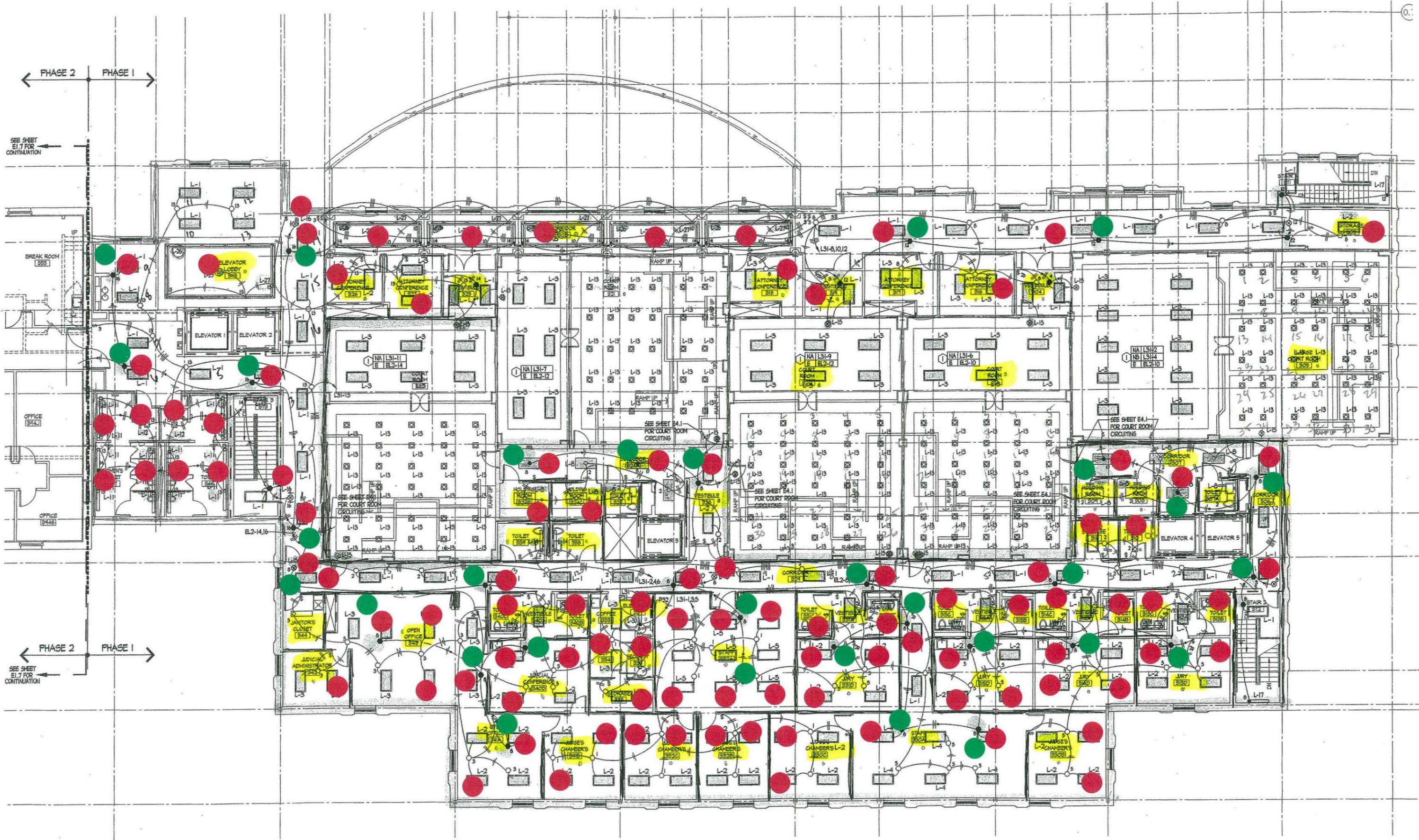
B. Post De-Lamping: Operational

	L1	L2	L3	L4	L5	L8	L9	L10	L11	L12	L13	L14	L15	L16	L18	L23	L24	L25	L26	L27	L28	L30
<b>CUMULATIVE</b>																						
Fixtures	16	27	0	38	68	20	6	22	22	14	312	32	35	5	8	2				3		4
Total Fixtures	<u>634</u> Decrease: <b>941</b> <b>-60%</b>																					
Light bulbs	32	81	0	152	204	40	24	44	44	28	624	64	35	5	8	12				6		8
Total Light bulbs	<u>1411</u> Decrease: <b>2798</b> <b>-64%</b>																					



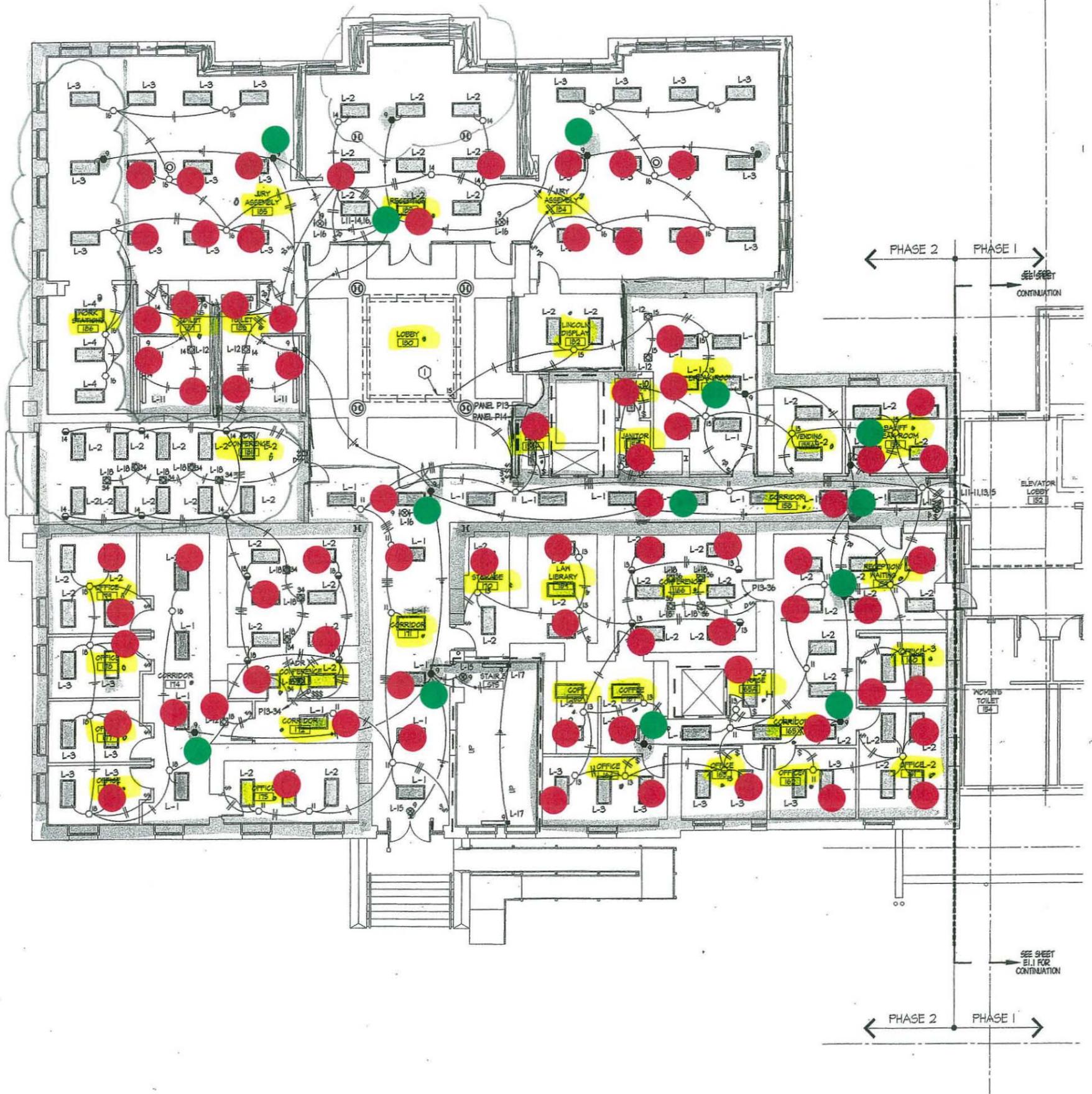
**FIRST FLOOR PLAN**  
COURTHOUSE ADDITION



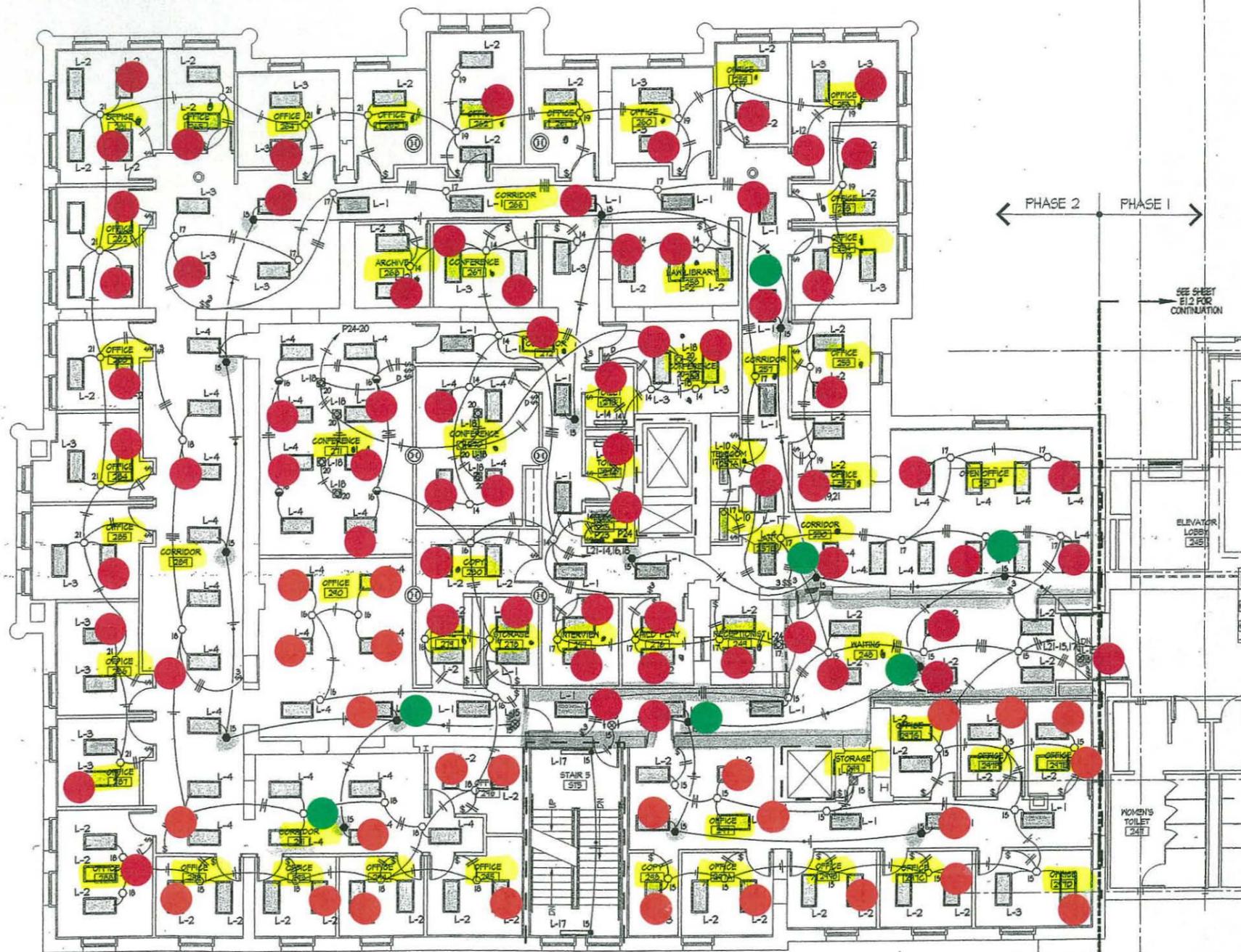


THIRD FLOOR PLAN  
COURTHOUSE ADDITION

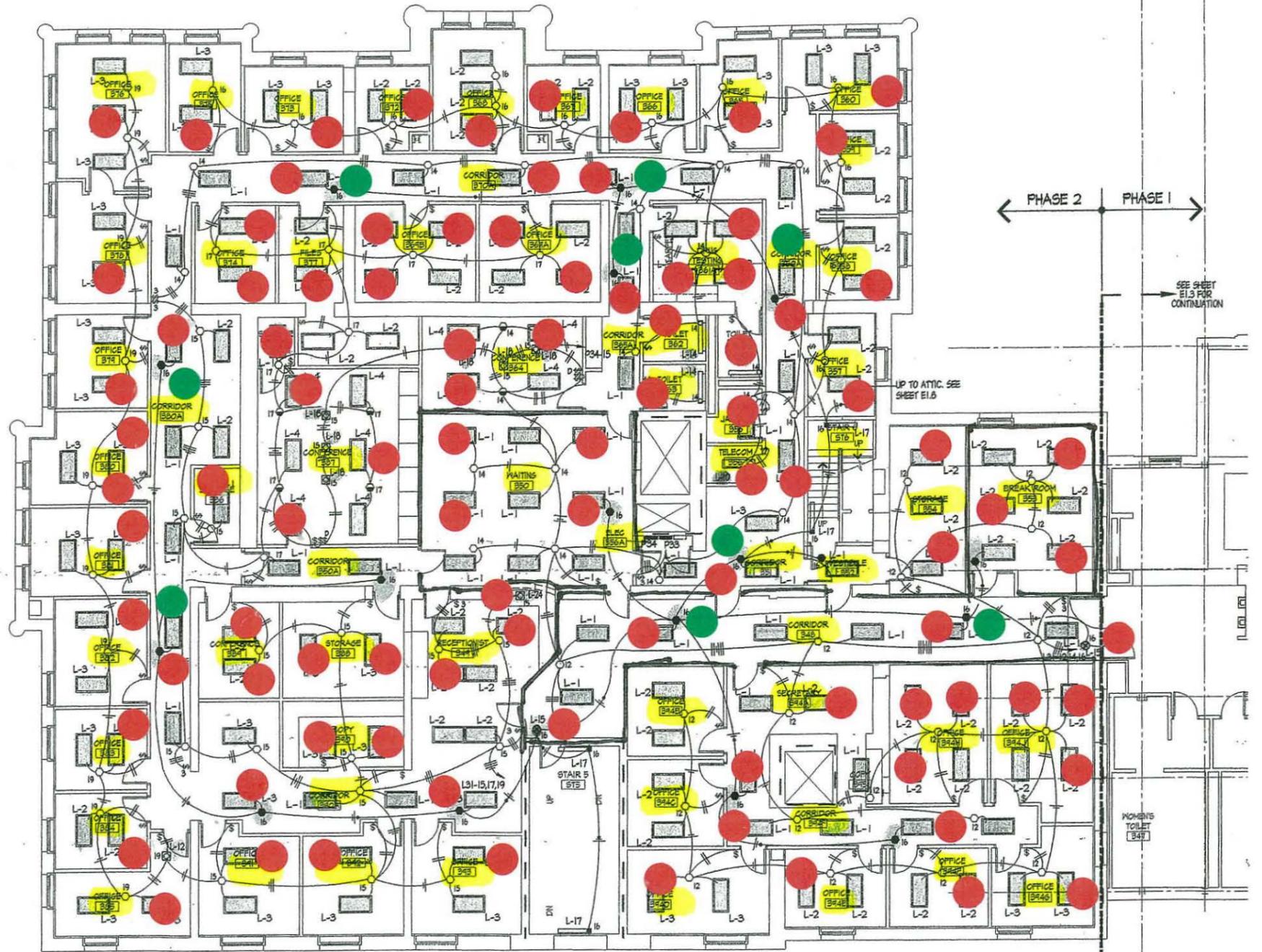
**FIRST FLOOR PLAN**  
EXISTING COURTHOUSE



**SECOND FLOOR PLAN**  
EXISTING COURTHOUSE



**THIRD FLOOR PLAN**  
EXISTING COURTHOUSE



← PHASE 2 | PHASE 1 →

SEE SHEET E1.3 FOR CONTINUATION

← PHASE 2 | PHASE 1 →

SEE SHEET E1.3 FOR CONTINUATION

107

**Closed Meeting Minutes Review - County Facilities Committee –  
April 7, 2009**

**Is it necessary to protect the public interest or privacy of an  
individual?**

<b>Date of Minutes</b>	<b>Yes, Keep Confidential</b>	<b>No, Place in Open Files</b>
April 26, 1990 <i>Performance Appraisal Subcommittee</i>		
November 12, 1992 <i>Performance Appraisal Subcommittee</i>		
July 7, 1993 <i>Search Subcommittee for Physical Plant Dir,</i>		
November 6, 2001-#1		
November 6, 2001 - #2		
December 10, 2002		
January 6, 2004		
May 4, 2004		
June 8, 2004		
August 25, 2004 <i>Performance Appraisal Subcommittee</i>		
September 15, 2004 <i>Performance Appraisal Subcommittee</i>		
October 5, 2004		
May 10, 2005		
August 23, 2005 <i>Performance Appraisal Subcommittee</i>		
August 31, 2005 <i>Performance Appraisal Subcommittee</i>		
October 12, 2005		
February 7, 2006		

May 2, 2006		
August 22, 2006		
August 24, 2006 – Performance appraisal subcommittee		
September 14, 2006 #1 – Performance appraisal subcommittee		
September 14, 2006 #2 - Performance appraisal subcommittee		
October 3, 2006		
November 21, 2006		
May 6, 2008		
<b>*November 12, 2008</b>		

**\*Minutes not previously approved in semi-annual review.**

**ATTACHMENTS GIVEN TO COMMITTEE AT MEETING**

**COUNTY FACILITIES**

**April 7, 2009**

**CONTENTS:**

1. Courthouse Roof Replacement – Item VC
2. Physical Plant Monthly Reports – Item VIIA





## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
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(217) 384-3776  
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(217) 384-3864 – TDD  
Website: [www.co.champaign.il.us](http://www.co.champaign.il.us)

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

To: Steve Beckett, Chair of County Facilities Committee  
County Facility Committee Members

From: Denny Inman, County Administrator/Facilities & Procurement

Date: April 3, 2009

Re: Green Initiative - Courthouse Roof Replacement

### ISSUE:

1. Upgrade the energy efficiency of the Courthouse roof by replacing existing shingles with Energy Star rated shingles and applying white EPDM reflective coating on rubber membrane to reduce energy cost.
2. Replace existing roof shingles which are experiencing a drastically reduced life cycle due to the impact of Courthouse Addition construction, Courthouse remodel, and masonry stabilization and restoration projects.

### REPORT:

1. At your March committee meeting I requested approval to craft and distribute bids for the replacement of the shingled portion of the Courthouse roof. Bid alternates were requested on replacing the rubber membrane portion of the roof. Roessler Construction distributed and received bids for this project.
2. Roof replacement request was predicated upon the existing roof shingles reaching the end of their useful life, inability to procure replacement shingles, and the excessively high failure rate on removing and replacing shingles for existing gutter, valley, and new Tower construction. County records indicate that roof shingles were replaced in 1995. The life cycle of the roof has been negatively impacted by Courthouse Addition construction, Courthouse remodel, and now the masonry project.
3. The proposed shingles are GAF Cool Color series and have a 40 year warranty. The shingles are rated by the Cool Roof Rating Council (CRRC) and meet ENERGY STAR performance levels. We have provided a sample board for your review.
4. In lieu of replacing the rubber membrane portion of the roof we are proposing the installation of a white EPDM energy efficient coating which is designed to reflect sunlight. This product is also manufactured

by GAF. Maintenance to the overlay will only be required if damaged. This product has been rated by Cool Roof Rating Council (CRRC) and meets ENERGY STAR performance levels.

5. In addition I am proposing the installation of a new 30' flag pole on the apex of the spire. (See attached drawing) The operation of the flagpole will be from within the spire. When lowering the flag, the flag will be retrieved from with the flagpole inside the spire. This request is the result of the positive comments from the public.

a. Original plans included a finial to "cap" the spire. The incorporation of the flagpole will continue to utilize the finial.

6. Cost:

a. Original Estimate:

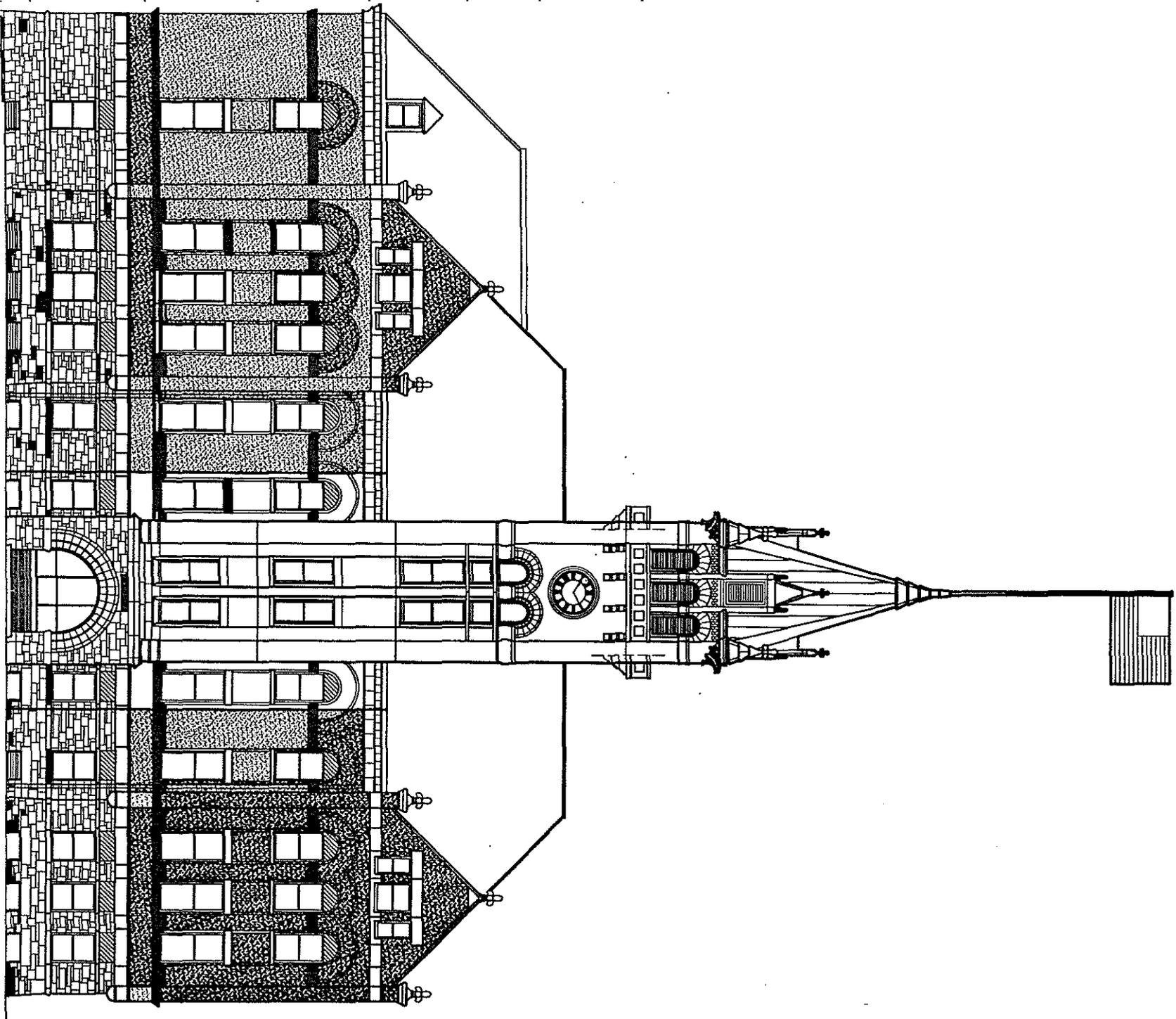
i. Shingle Roof:	\$92,000 - \$98,000
ii. Rubber Membrane Roof:	<u>\$40,000 - \$45,000</u>
	\$132,000 - \$143,000

b. Bid:

i. Shingle Roof:	\$75,615
ii. Rubber Membrane Overlay:	\$20,286
iii. Flagpole	<u>\$15,000</u> (County Pays Materials Only)
	\$110,901

**RECOMMENDATION:**

*I recommend the County Facilities Committee accept the shingle roof replacement, EPDM coating, and flagpole bid in the amount of \$110,901. Accepting this change in work will be reflected in a change order to Roessler Construction contract in said amount. Funds are available in the masonry stabilization and restoration project budget.*





## A Suggested Special Place for County Ceremonies

For over a decade, we have raised over \$900,000 in private supporting funds for the restoration of the County Court House Tower. During that time, we displayed pictures of the 1901 restored tower, both in thousands of brochures, parade pictures and on the county web site, without a flag at the top of the tower. There is now a proposal to put a flag and pole atop the spire of the restored courthouse. This proposal is not consistent with the original version promised to all those donors. There are some less costly, attractive alternatives.

The County, rather than put up a flag on top of their clock tower, could, likely with less cost, put up two more poles in addition to the existing tall flag pole by the Courts Building door (similar to the way that the Alumni Association has done theirs): The existing flag pole for the US flag, a second for the State flag and a third for a new flag for the County. The whole project could become a Boy/Girl Scout project and the design of the County flag could be the result of a community competition. This setting could become the site of many county ceremonies such as the swearing in of the county board, and any other official County duties.

There are now five U.S. flags on poles within a half-block of the Court House complex. The County alone has eight flags on its property now.

I talked with the manager of the Perkins restaurant on University Ave. near Goodwin. He said that they change their flag about once a year and remove the flag before every storm. The same care by the County would require a lot of traffic to the base of the spire at the top of the tower. A platform, railing and caged ladder from the top floor up to the base level of the spire would be required.

I emailed Alan Reinhart, director of County Maintenance about the handling of the current County Flags:

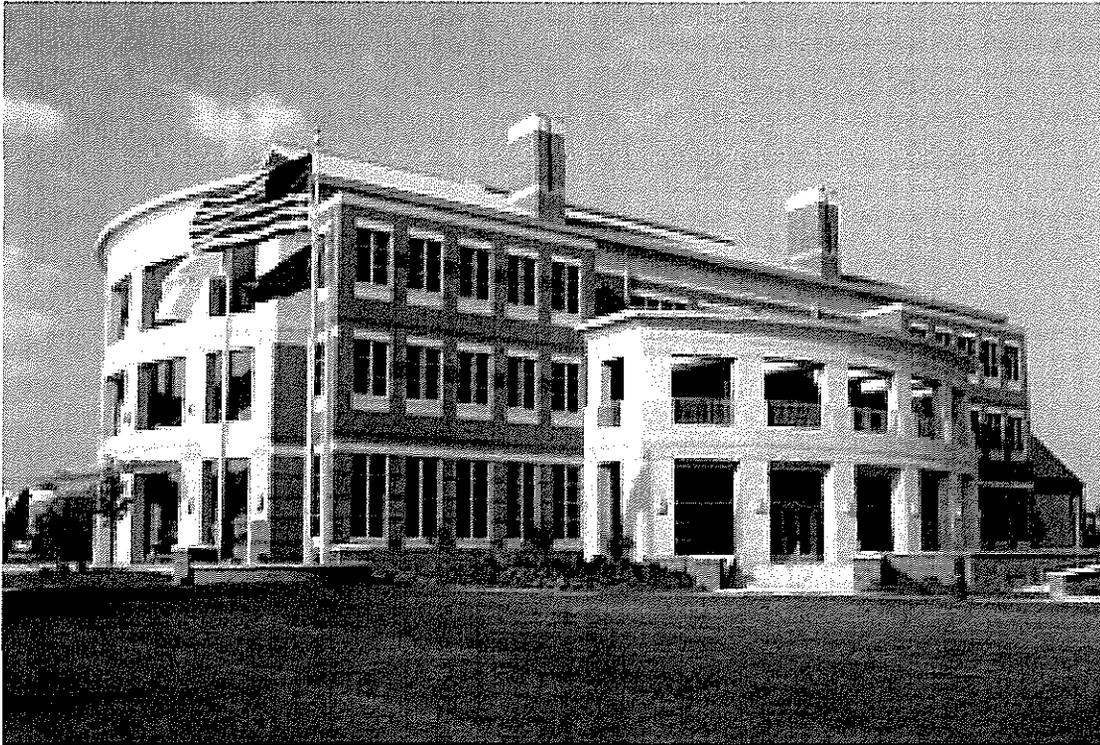
“The flag is lowered to half mast a minimum of 4 times a year and of course depending on direction from the Federal government. The flag is replaced usually twice a year.”

I checked with two major flagpole manufacturers. While there are poles with internal ropes for raising and lowering a flag, they knew of no one who makes a pole for furling and unfurling a flag from within the pole. Otherwise, to replace the flag, a large crane is needed. The difficulties of furling and unfurling a flag from within a flag pole aside, the danger of lightning strikes to those inside the spire at the base of the flag pole during a lightning strike is likely very great, even if the pole itself is well grounded.

Bruce Hannon 6 April 09

Here are some alternative ideas...uses of flags at other local and prominent buildings.

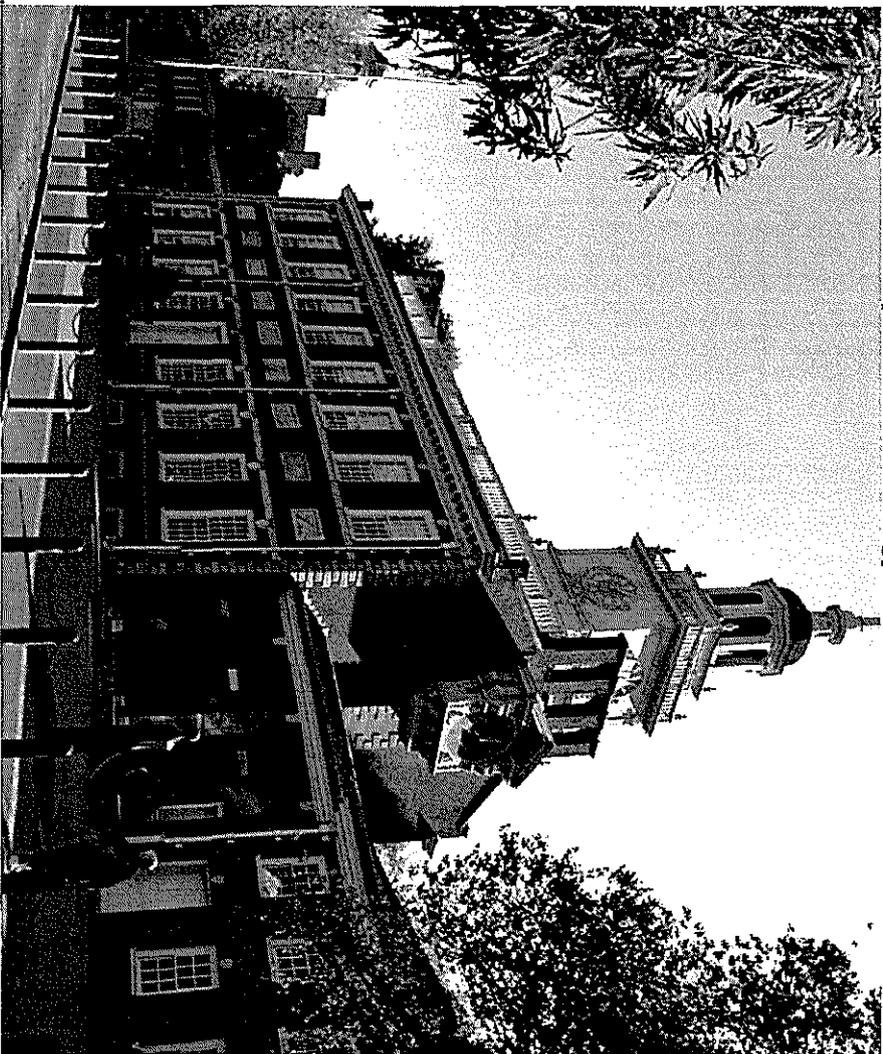
The U of I Alumni Association Building. Note the three flagpoles.



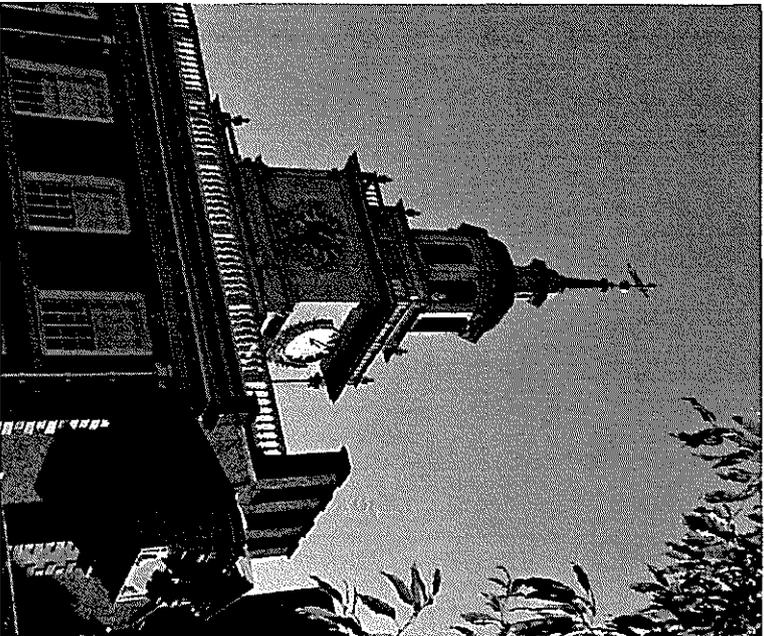
The Illini Union at the U of I. Note the two-flag pole and the ornamented clock tower.



Independence Hall, Philadelphia. Note the Flagpole but ornamented clock tower



tower



The old Champaign County Court House showing new tower and Flag set at its War Memorial.



The Champaign County Courts Building showing single U.S. Flag. This setting could be expanded to have three poles, forming a special place for official County ceremonies.



**Physical Plant Monthly Expenditure Report**  
**February, 2009**

<b>EXPENDITURE ITEM</b>	<b>FY2008 YTD 2/29/2008</b>	<b>FY2008 ACTUAL 12/31/2008</b>	<b>FY2007 YTD as % of Actual</b>	<b>FY2009 BUDGET 12/1/2008</b>	<b>FY2009 YTD 2/28/2009</b>	<b>FY2009 YTD as % of Budget</b>	<b>FY2009 Remaining Balance</b>
Gas Service	\$132,908	\$456,589	29.11%	\$547,793	\$145,418	26.55%	\$402,375
Electric Service	\$112,276	\$796,678	14.09%	\$974,737	\$119,558	12.27%	\$855,179
Water Service	\$5,666	\$34,533	16.41%	\$34,000	\$7,311	21.50%	\$26,689
Sewer Service	\$2,900	\$35,988	8.06%	\$35,800	\$3,921	10.95%	\$31,879
All Other Services	\$57,657	\$240,478	23.98%	\$271,623	\$67,054	24.69%	\$204,569
Cths R & M	\$3,639	\$36,940	9.85%	\$32,035	\$6,447	20.12%	\$25,588
Downtown Jail R & M	\$6,319	\$47,792	13.22%	\$28,051	\$9,532	33.98%	\$18,519
Satellite Jail R & M	\$3,508	\$35,949	9.76%	\$29,087	\$15,050	51.74%	\$14,037
1905 R & M	\$1,591	\$10,089	15.77%	\$10,718	\$4,694	43.80%	\$6,024
Brookens R & M	\$7,558	\$39,838	18.97%	\$33,000	\$4,453	13.49%	\$28,547
JDC R & M	\$4,481	\$12,169	36.82%	\$14,219	\$3,150	22.16%	\$11,069
1701 E Main R & M	\$4,309	\$30,420	14.16%	\$53,191	\$8,927	16.78%	\$44,264
Other Buildings R & M	\$807	\$4,768	16.92%	\$8,000	\$85	1.06%	\$7,915
Commodities	\$23,166	\$77,706	29.81%	\$73,452	\$27,906	37.99%	\$45,546
Gas & Oil	\$1,785	\$12,467	14.31%	\$11,500	\$911	7.92%	\$10,589
S. Hwy Garage Remodel	\$0	\$43,904	0.00%	\$116,199	\$318	0.27%	\$115,881

Prepared by:  
Ranae Wolken  
3/10/2009

**Physical Plant Monthly Expenditure Report**

**March, 2009**

<u>EXPENDITURE ITEM</u>	<u>FY2008 YTD 3/31/2008</u>	<u>FY2008 ACTUAL 12/31/2008</u>	<u>FY2007 YTD as % of Actual</u>	<u>FY2009 BUDGET 12/1/2008</u>	<u>FY2009 YTD 3/31/2009</u>	<u>FY2009 YTD as % of Budget</u>	<u>FY2009 Remaining Balance</u>
Gas Service	\$191,930	\$456,589	42.04%	\$547,793	\$210,987	38.52%	\$336,806
Electric Service	\$169,251	\$796,678	21.24%	\$974,737	\$179,382	18.40%	\$795,355
Water Service	\$8,843	\$34,533	25.61%	\$34,000	\$14,550	42.80%	\$19,450
Sewer Service	\$10,327	\$35,988	28.69%	\$35,800	\$10,268	28.68%	\$25,532
All Other Services	\$85,348	\$240,478	35.49%	\$271,623	\$87,257	32.12%	\$184,366
Cths R & M	\$9,900	\$36,940	26.80%	\$28,090	\$10,309	36.70%	\$17,781
Downtown Jail R & M	\$7,812	\$47,792	16.35%	\$28,051	\$13,582	48.42%	\$14,469
Satellite Jail R & M	\$5,255	\$35,949	14.62%	\$29,087	\$20,308	69.82%	\$8,779
1905 R & M	\$2,987	\$10,089	29.61%	\$10,718	\$6,110	57.01%	\$4,608
Brookens R & M	\$19,074	\$39,838	47.88%	\$33,000	\$6,969	21.12%	\$26,031
JDC R & M	\$7,505	\$12,169	61.67%	\$14,219	\$3,775	26.55%	\$10,444
1701 E Main R & M	\$8,370	\$30,420	27.51%	\$53,191	\$12,519	23.54%	\$40,672
Other Buildings R & M	\$827	\$4,768	17.35%	\$8,000	\$644	8.04%	\$7,356
Commodities	\$28,494	\$77,706	36.67%	\$73,452	\$34,338	46.75%	\$39,114
Gas & Oil	\$2,915	\$12,467	23.38%	\$11,500	\$1,841	16.00%	\$9,659
S. Hwy Garage Remodel	\$0	\$43,904	0.00%	\$116,199	\$318	0.27%	\$115,881

Prepared by:  
Ranae Wolken  
4/6/2009

Gas Utilities - FY2008

Period	Courthouse	204 E Main	502 S Lierman	JDC	1905 E Main	1701 E Main Rear EMA/METCAD	Brookens	ITC	1705 E Main North Garage	1705 E Main South Garage	Monthly Totals
December	\$18,221.00	\$5,994.83	\$14,392.84	\$3,852.64	\$2,407.61	\$475.72	\$7,366.38	\$17,887.69		\$1,391.94	\$71,990.65
January	\$17,232.72	\$6,899.62	\$13,663.70	\$5,115.60	\$2,194.88	\$547.24	\$5,865.15	\$9,591.25		\$2,166.16	\$63,276.32
February	\$13,365.64	\$4,735.05	\$11,257.09	\$3,164.01	\$1,909.63	\$394.82	\$4,372.95	\$24,233.29		\$2,135.89	\$65,568.37
March	\$10,008.51	\$2,817.70	\$7,712.36	\$1,492.22	\$1,681.32	\$196.50	\$2,136.98	\$17,143.89	\$202.82	\$698.36	\$44,090.66
April											\$0.00
May											\$0.00
June											\$0.00
July											\$0.00
August											\$0.00
September											\$0.00
October											\$0.00
November											\$0.00
Total to date	\$58,827.87	\$20,447.20	\$47,025.99	\$13,624.47	\$8,193.44	\$1,614.28	\$19,741.46	\$68,856.12	\$202.82	\$6,392.35	\$244,926.00

Prepared by Ranae Wolken  
4/6/2009

Electric Utilities - FY2008

Period	Courthouse	204 E Main	502 S Lierman	JDC	1905 E Main	1701 E Main Rear EMA/METCAD	Nite Lite	Brookens	ITC	1705 E Main North Garage	1705 E Main South Garage	Monthly Totals
December	\$15,186.43	\$7,814.17	\$8,856.10	\$4,374.62	\$4,922.15	\$103.31	\$269.77	\$10,363.07	\$7,542.42		\$179.62	\$59,611.66
January	\$15,253.99	\$7,629.97	\$8,687.75	\$4,606.32	\$4,556.22	\$118.81	\$253.83	\$11,290.55	\$7,170.14		\$231.77	\$59,567.58
February	\$16,096.86	\$7,581.05	\$9,337.00	\$4,754.32	\$4,912.79	\$112.67	\$243.68	\$10,665.15	\$7,270.86		\$168.76	\$60,974.38
March	\$16,935.71	\$6,420.87	\$9,769.83	\$4,595.83	\$4,770.02	\$112.78	\$238.34		\$6,273.31	\$94.27	\$172.16	\$49,116.69
April				\$3,760.62								\$3,760.62
May												\$0.00
June												\$0.00
July												\$0.00
August												\$0.00
September												\$0.00
October												\$0.00
November												\$0.00
Total to Date	\$63,472.99	\$29,446.06	\$36,650.68	\$22,091.71	\$19,161.18	\$447.57	\$1,005.62	\$32,318.77	\$20,714.31	\$94.27	\$752.31	\$226,155.47

Prepared by Ranae Wolken  
4/6/2009

Building/Grounds Maintenance work hour comparison

FY2009

Weekly Period	Repair & Maintenance	Scheduled Maintenance	Nursing Home	Special Project	TOTAL
11/30/08-12/6/08	403.25	0.00	0.00	0.00	403.25
12/7/08-12/13/08	354.75	0.00	0.00	32.00	386.75
12/14/08-12/20/08	414.75	0.00	0.00	14.00	428.75
12/21/08-12/27/08**	244.25	0.00	0.00	0.00	244.25
12/28/08-1/3/09*	306.00	0.00	1.50	0.00	307.50
1/4/09-1/10/09	403.75	0.00	1.50	32.00	437.25
1/11/09-1/17/09	474.00	0.00	0.00	0.00	474.00
1/18/09-1/24/09*	383.75	0.00	1.50	0.00	385.25
1/25/09-1/31/09	463.00	7.50	5.00	0.00	475.50
2/1/09-2/7/09	409.00	7.50	4.50	0.00	421.00
2/8/09-2/14/09	355.75	0.00	0.00	25.00	380.75
2/15/09-2/21/09*	363.75	0.00	6.00	4.00	373.75
2/22/09-2/28/09	361.00	92.50	2.50	30.00	486.00
3/1/09-3/7/09	351.25	52.00	0.00	31.00	434.25
3/8/09-3/14/09	356.50	8.00	2.75	72.00	439.25
3/15/09-3/21/09	305.00	72.00	0.00	76.50	453.50

\*week includes a holiday

One work week: 475.00 hours with regular staff

There are currently 445.36 comp time hours available to the maintenance staff

Total comp time hours earned in FY09 to date- 371.69

Total spent to date on overtime in FY09 - \$1,183.20

Prepared by: Ranae Wolken  
4/2/2009

