



Lake County Illinois

Master

File Number: 08-0936

File ID: 08-0936

Type: Resolution

Status: Joint Committee

Version: 1

Reference:

Controlling Body: Law and Judicial Committee

File Created Date : 11/06/2008

File Name: ETSB Lease - Wauconda Fire

Final Action:

Title: Joint Resolution authorizing a contract between Lake County and its Emergency Telephone System Board (ETSB) and the Wauconda Fire Department, Inc in the amount not to exceed \$27,000 to lease office space for the daily operations of the ETSB and its staff.

Notes: Carly Wyckoff - Civil ASA requested

Sponsors:

Agenda Date:

Attachments: ETSB Lease - SAO Civil (Wyckoff)

Enactment Number:

Authorizer:

Hearing Date:

Entered by: SHuber@lakecountyil.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Law and Judicial Committee	11/11/2008	Approved and referred on to Financial and Administrative Committee				
	Action Text:	This matter was Approved and referred on to Financial and Administrative Committee					
	Notes:	<i>Presented by Sr. Assistant County Administrator Amy McEwan. Ms. McEwan noted that this is a five year lease with two opportunities to renew for five years.</i>					
1	Financial and Administrative Committee	11/12/2008	Recommended for adoption to the Consent Agenda				Pass
	Action Text:	A motion was made by Member Bassi, seconded by Member Mountsier, that this Resolution be Recommended for adoption to the Consent Agenda. The motion carried by the following vote:					
	Notes:	<i>Amy McEwan explained this Resolution.</i>					
1	Lake County Board	11/18/2008					

Text of Legislative File 08-0936

Title

Joint Resolution authorizing a contract between Lake County and its Emergency Telephone System Board (ETSB) and the Wauconda Fire Department, Inc in the amount not to exceed

\$27,000 to lease office space for the daily operations of the ETSB and its staff.

Body

WHEREAS, the Emergency Telephone System Board (ETSB) is currently located in the Wauconda Police Department, but new space is required; and

WHEREAS, the proposed lease agreement secures space for the ETSB in the Wauconda Fire Department, Inc.'s building; and

WHEREAS, the lease agreement is for a five year period beginning the date the lease is signed (with two five-year extensions), and for no more than \$27,000; and

WHEREAS, the State's Attorney has recommended that the lease contract be signed;

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the Board is hereby authorized to execute the lease amendment as described above for the Lake County Emergency Telephone Systems Board, a copy of which is attached hereto and made a part hereof.

DATED, at Waukegan, Lake County, Illinois, on this 18th day of November, A.D. 2008.

Staff Summary

- The ETSB is unable to continue to occupy their current space in the Wauconda Police Department and needs to contract for new office space for their equipment and staff members.
- This Resolution authorizes a five (5) year lease (with two (2), five-year extensions) for 1,000 square feet in the Wauconda Fire Department building.
- The County is authorized to lease real property for a public use for up to twenty years and the ETSB is authorized to use its surcharge funds for construction on facilities.
- In exchange for use of the space, including the initial term and any extensions, the County, using ETSB funds, will reimburse Wauconda Fire Department's costs to remodel the space to accommodate the ETSB's need for office space including plumbing, electrical and storage considerations.
- Cost of the remodeling will not exceed \$27,000 and will be overseen by the Wauconda Fire Department according to drawings attached to Lease Agreement.
- The remodeling contract will be competitively bid and adhere to any and all state, federal and local laws, regulations and ordinances.
- Wauconda Police Department needs to use the space, currently occupied by the ETSB, for its Police Investigations Unit as soon as possible and the remodeling of the ETSB's new space will require several weeks; therefore approval of this Lease is critical.

**LEASE AGREEMENT
BETWEEN WAUCONDA FIRE DEPARTMENT, INC. AND THE
COUNTY OF LAKE AND ITS EMERGENCY TELEPHONE SYSTEM BOARD**

THIS LEASE AGREEMENT is made and entered into by and between the County of Lake, a body politic and corporate, and its Lake County Emergency Telephone System Board, hereinafter referred to as the "COUNTY," having those duties, powers and functions as provided by law and county ordinance and the Wauconda Fire Department, Inc., a not-for-profit corporation located within the boundaries of Lake County, hereinafter referred to as "WAUCONDA."

WHEREAS, the COUNTY has determined that its Emergency Telephone System Board administrative offices need additional office space within which to perform its staff responsibilities in operating the Lake County's 9-1-1 system; and

WHEREAS, WAUCONDA has surplus space in its building that is not needed for fire protection purposes; and

WHEREAS, the COUNTY and WAUCONDA are desirous of contracting with each other for the provision and use of this space, as set forth in this LEASE AGREEMENT; and

WHEREAS, the COUNTY has the authority to lease real property to be used for a public purpose (55 ILCS 5/5-1083) and to expend its telecommunications surcharge funds to perform construction on its facilities in order to operate a 9-1-1 system (50 ILCS 750/15.4); and

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the PARTIES hereby agree that WAUCONDA shall provide office space to the COUNTY subject to the following terms and conditions:

- A. WAUCONDA shall:
1. Provide to COUNTY, 1,000 square feet of working space in the Basement and First Floor Garage of its building located at 1300 S. Gilmer Road, Volo, Illinois, hereinafter, the "PREMISES," diagrams of which are attached in Exhibits I, II and III, incorporated herein by reference.
 2. Make available and pay the ongoing, monthly costs of all necessary utilities including heating, electrical, mechanical and plumbing systems. WAUCONDA

will allow the COUNTY to have installed access to communications systems as well as any other connections necessary for the completion of the PREMISES and the proper operation of the COUNTY'S administration of its 9-1-1 system.

3. Contract for and direct the remodeling tasks to incorporate the COUNTY'S office configuration that includes office and desk space for three individuals, enclosed storage space, a foyer and bathroom facilities, as detailed in the COUNTY'S specifications attached as Exhibits I, II, III, IV, V and VI, which are incorporated herein by reference. WAUCONDA affirms that the construction contracts will contain appropriate provisions for insurance and indemnification during the remodeling phase and will be awarded only after a competitive bidding process; that there will be compliance with any and all applicable local, state and federal laws and regulations including, but not limited to, the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.); and that the total cost will not exceed \$27,000.00 (twenty-seven thousand U.S. dollars).
 4. Keep the inside and outside of the building clean and well maintained, including the improvements of which the PREMISES is a part, the common areas, parking areas, walks, driveways, sewer and water lines, heat, air-conditioning, elevators (if any), entrances, exterior walls, roof, windows and doors.
 5. Not be liable for damages resulting from interruption of, failure of or delay in furnishing any service or utility, whether it is the responsibility of WAUCONDA'S or of others when the damages are caused by events beyond the reasonable control of WAUCONDA. Maintain appropriate insurance to protect its own interest with respect to such risks. WAUCONDA agrees to secure a policy of public liability insurance for its entire WAUCONDA facility at 1300 S. Gilmer Road, Volo, Illinois, including the PREMISES, which will respond to claims for damages because of bodily injury or death of any person as well as claims for property damage.
- B. In exchange for use of the PREMISES, the COUNTY shall:
1. Reimburse WAUCONDA for the cost of remodeling its building to prepare the PREMISES to accommodate the requirements of the COUNTY for its administration of the Lake County 9-1-1 System. The agreed remodeling requirements are detailed in the specifications attached as Exhibit A and incorporated herein by reference. Such reimbursement will be paid pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) and so long as the construction contract(s) have been awarded based on a competitive bidding process; that there has been compliance with any applicable local, state and federal laws and regulations including, but not limited to, the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.); and that the

total cost does not exceed \$27,000.00 (twenty-seven thousand U.S. dollars).

2. Reimburse construction costs pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
 3. Be responsible for payment of its own telephone and internet/data services including initial set up/connection casts and use and maintenance fees.
 4. Be responsible for the daily cleaning and maintenance of the interior of the PREMISES.
 5. Use and occupy the PREMISES in a careful, safe and proper manner, to commit no waste and to keep PREMISES in a clean and safe condition in accordance with this LEASE AGREEMENT and with all laws, regulations, orders, ordinances and the lawful directions of proper public officers. COUNTY agrees that the uses of the PREMISES shall be consistent with the current standards of good operations.
 6. Not permit the accumulation of rubbish, trash, garbage or refuse in or around the PREMISES and will either remove same at COUNTY'S expense or use a service as WAUCONDA directs.
 7. Not create any openings in the roof or exterior walls, nor make any alterations or additions to the PREMISES without prior written consent of WAUCONDA.
 8. Be fully responsible for any damage to the PREMISES and personal property located within the PREMISES unless directly caused by the negligent or willful conduct of WAUCONDA, ordinary wear and tear excepted. COUNTY will also be fully responsible for all of its personal property located within the PREMISES. COUNTY will maintain the appropriate insurance coverage for all of the described purposes in this paragraph, including bodily injury and property damage where such injury, death or damage occurs, in whole or in part, because of or, in any manner arising out of, or in connection with, COUNTY'S use of the PREMISES.
- C. Both PARTIES agree:
1. That the term of the LEASE AGREEMENT will be for five (5) years, effective from the date it is signed by both PARTIES, to be automatically renewed for two successive, five-year terms unless either PARTY provides written notice of termination 30 days prior to the expiration of the then current LEASE AGREEMENT. Either PARTY may terminate the agreement at any time upon 90 (ninety) days prior written notice.
 2. That none of the terms or conditions of the LEASE AGREEMENT shall be altered, modified, waived or abandoned unless they are completed in writing and

are signed by both PARTIES.

3. That the COUNTY shall have quiet and peaceful enjoyment of the PREMISES and shall not be disturbed or interfered with by WAUCONDA or any person claiming by, through or under WAUCONDA, so long as the COUNTY is not in default under the conditions of this LEASE AGREEMENT.

Suzie Schmidt, Chairman
Lake County Board

David Dato, President
Wauconda Fire Department, Inc.

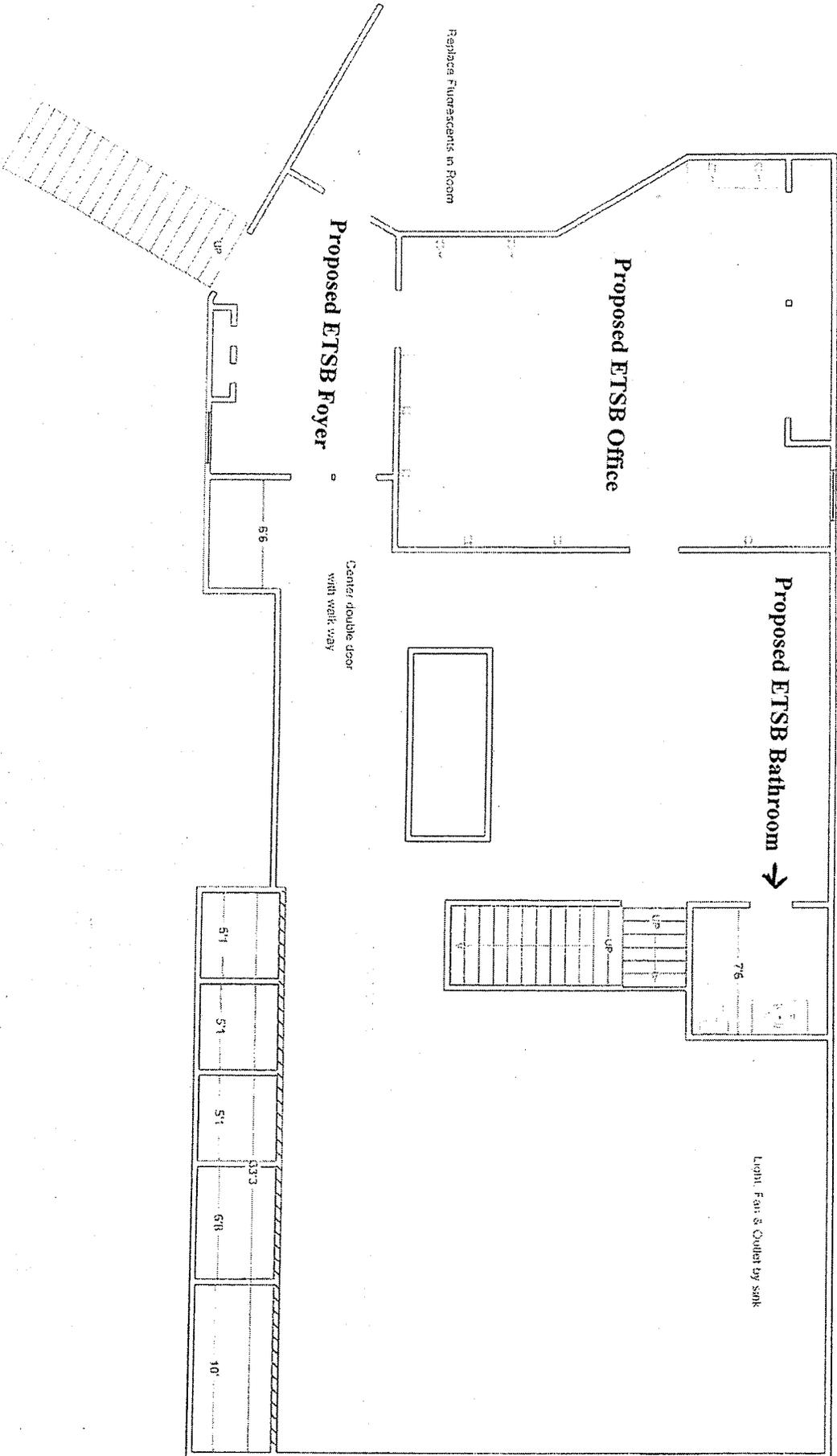
Witness:

Jon Fessler, Secretary-Treasurer
Wauconda Fire Department, Inc.

Dan Venturi, Vice Chairman
Lake County ETSB

Date

Exhibit I Basement Floor Plan



**Exhibit II
Office & Foyer Floor Plan**

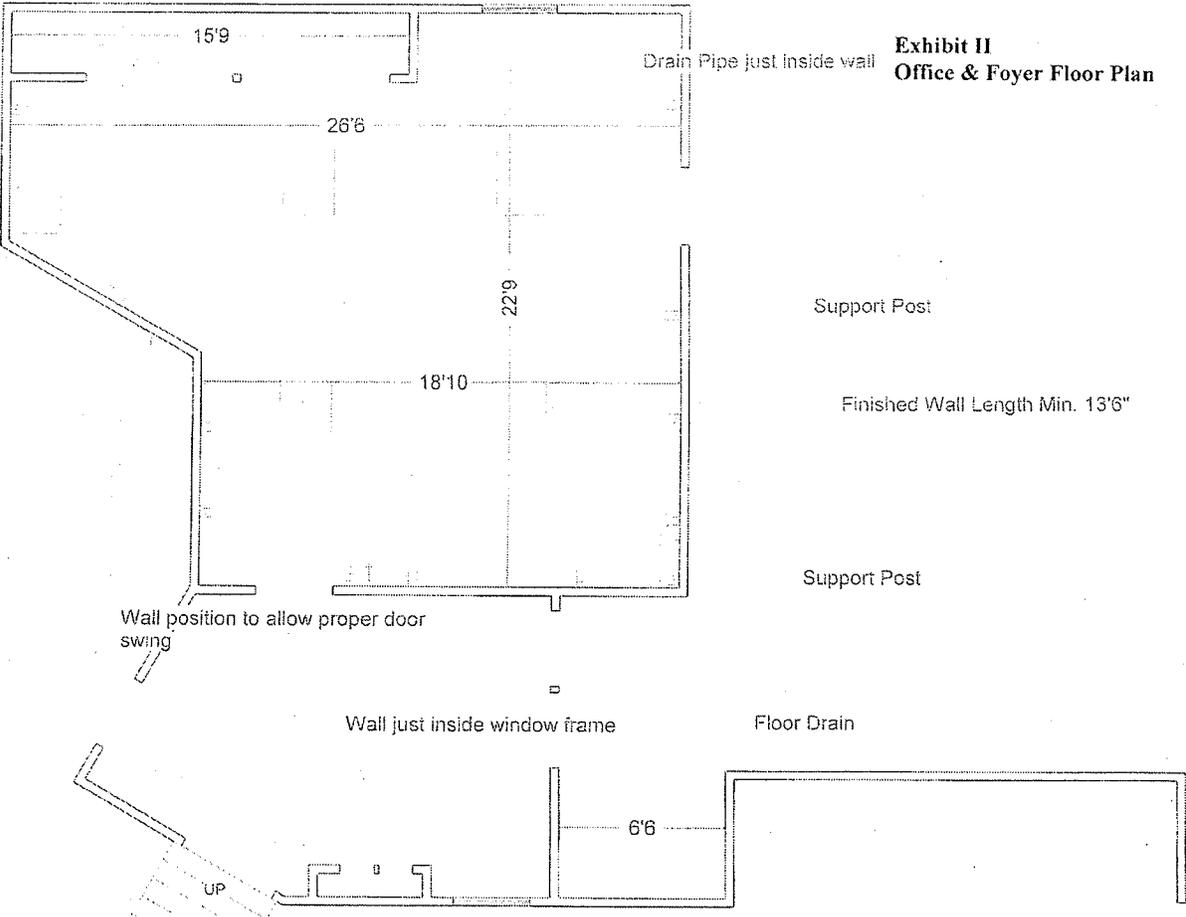
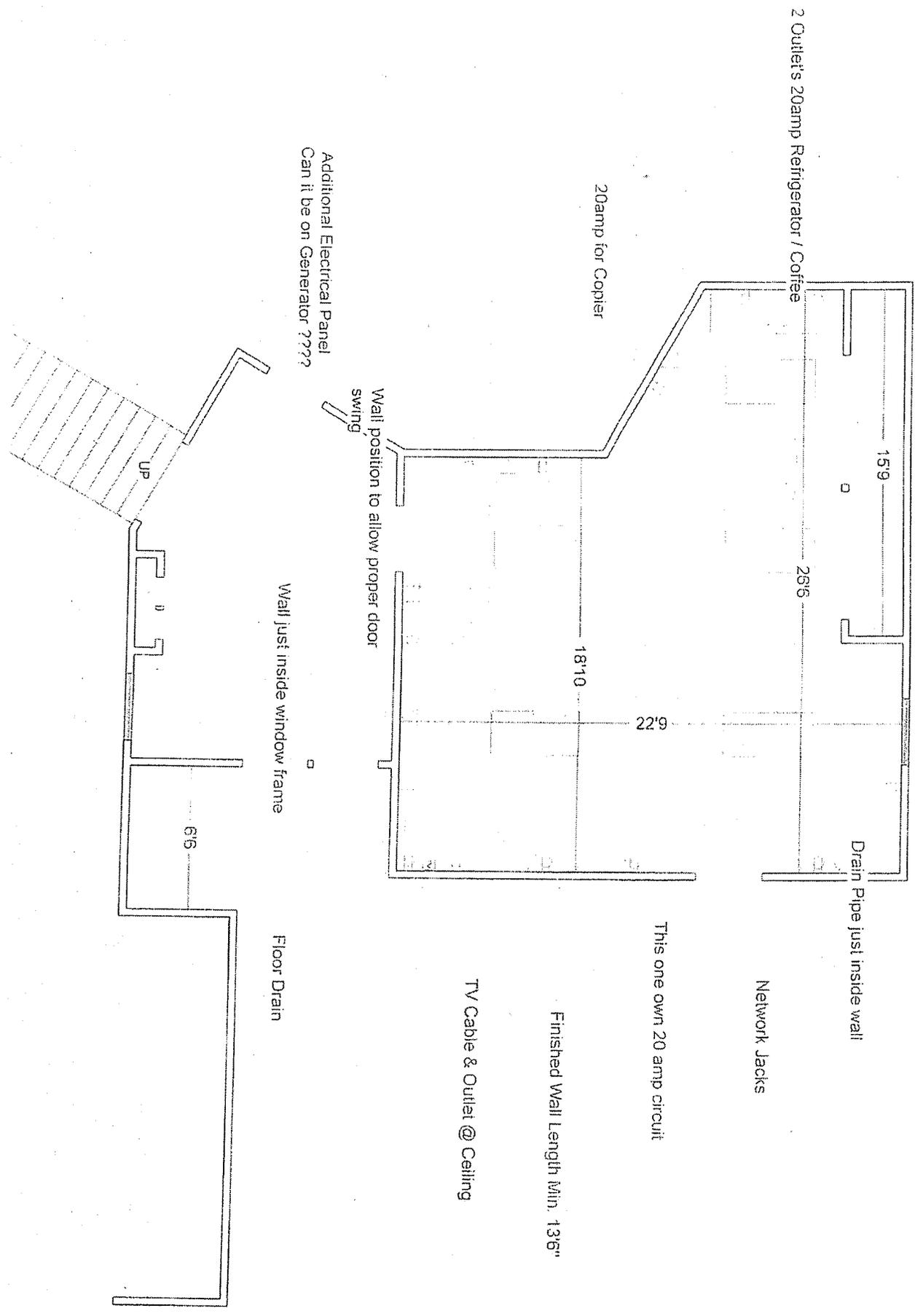


Exhibit III Office & Foyer Plumbing and Electrical



2 Outlet's 20amp Refrigerator / Coffee

20amp for Copier

Additional Electrical Panel
Can it be on Generator ???

Wall position to allow proper door swing

Wall just inside window frame

Floor Drain

Drain Pipe just inside wall

Network Jacks

This one own 20 amp circuit

Finished Wall Length Min. 13'6"

TV Cable & Outlet @ Ceiling

15'9"

26'6"

18'10"

22'9"

6'6"

UP

Office and Foyer Carpentry

- Install all framing (as per plan) 2 x 4 dimensional lumber
- Insulate all walls except exposed concrete
- Drywall all walls with 1/2" over framing only
- Wrap steel beams with drywall & tape
- Install 5/8" fire-rated drywall inside and outside of Electrical Closet with ventilation grills
- Tape all joints and corners of exposed drywall and prime all walls
- Tile floor in main area, closet, foyer, with 1/8" vinyl commercial grade tile (color by department, stock only)
- Install doors: Pre-hung pine jams, birch hollow core, casings.
- Bifold doors: birch hollow core
- Hardware
- Trim base with 4" vinyl base (color by department, stock only)
- Install white ceiling grid and 2 x 2 acoustical tile for ceiling in main area, foyer
- Install vermicite countertop
- Clean up

Carpenter/Forman @ 41.27/hr.....	\$5819.07
Apprentice/laborer @ 15.97/hr.....	\$1996.25
Material.....	<u>\$4793.90</u>
Carpentry Total.....	\$12,609.22
Electrical.....	<u>\$3398.00</u>
	\$16,007.22
Overhead/profit.....	<u>\$1600.72</u>
Job Total.....	\$17,607.94

NOTE: Price does not include any permit fees and painting of walls, done by others.

Bathroom Carpentry

- Install framing as per plan, 2 x 4 dimensional lumber
- Insulate all walls
- Install ½" green roc on the inside of bathroom & Install ½" drywall on the exterior
- Tape all joints & prime walls in bathroom only
- Install 1/8 commercial grade vinyl tile (color by owner, stock only)
- Install 1 – 3' hollow pre-hung door (pine jamb, birch door), moulding, lock.
- Install vinyl floor base.
- Install white ceiling grid with 2 x 2 acoustical tile
- Install vanity, top, mirror
- Install vinyl floor base
- Clean up

Carpenter/Foreman@41.27/hr.....\$2806.36

Apprentice/Laborer@15.97/hr.....\$1038.05

Labor total\$3844.41

Material.....\$1781.55

\$5625.96

Overhead/profit.....\$562.59

JobTotal.....\$6188.55

Plumbing for Bathroom

-Rework toilet, vent, drain for blueprint layout

-Rough P.V.C for vanity drain and vent

-vent for toilet

-Rough water supplies to vanity toilet

-Trim all fixtures toilet, sink, and faucet

Total: \$2,800.00