



Property Committee Agenda
Room 400, Government Center

Thursday, November 4, 2004

3:00 PM

1. Roll Call
2. Chairman's Approval of Minutes – October 7, 2004
3. Departmental Matters:
 - A. Don Lee, Administrator, Nursing Home
 - 1) Items to be Presented for Action:
 - a) Request Approval of Request for 2004 Approved Vendor List for Janitorial and Paper Supply – Nursing Home 1-5
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. William A. Yoder, State's Attorney
 - 1) Items to be Presented for Action
 - a) Request for Approval for the State's Attorneys Office to use the former County Auditor's Office space on the Sixth Floor of the Law and Justice Center 6-9
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - C. William Wasson, Director, Parks and Recreation
 - 1) Items to be Presented for Information:
 - a) General Report 10-11
 - b) Other

D. Jack Moody, Director, Facilities Management

1) Items to be Presented for Action:

- a) Request Approval of Relocation of Veterans Assistance Commission to Fourth Floor of McLean County Health Department 12-13
- b) Request Approval of Lease Agreement between the County and Veterans Assistance Commission 14-24
- c) Request Approval of Relocation of McLean County Health Department Bio-Terrorism Unit to Third Floor of McLean County Health Department 25-26
- d) Request Approval of Lease Agreement between the County and the State's Attorneys Child Support Enforcement Division 27-39
- e) Request Approval of Lease Agreement between the County and the G.E.D. Adult Education Literacy Program 40-51
- f) Request Approval of Lease Agreement between the County and the Regional Office of Education 52-64
- g) Request Approval of Lease Agreement between the County and the YWCA of McLean County 65-77
- h) Request Approval of Lease Agreement between the County and the Children's Advocacy Center 78-90

2) Items to be Presented for Information:

- a) Status Report on Old Courthouse Dome And Roof Restoration and Repair
- b) General Report
- c) Other

E. John Zeunik, County Administrator

1) Items to be Presented for Action:

- a) Review of Fiscal Year 2005 Recommended Budget.
 - (1) Parks and Recreation Department – 0001-0040 91-94
 - (2) Parks and Recreation Department Evergreen Lake Lease Fund – 0040-0147 95-97
 - (3) Facilities Management – Fairview Building Capital Lease Fund – 0360-0041 98-100
 - (4) Facilities Management – Law and Justice Center – 0001-0041 101-105
 - (5) Facilities Management -- Government Center – 0001-0041 106-111
 - (6) Law and Justice Center Debt Service Fund 0161-0050 112-113
 - (7) Government Center Debt Service Fund – 0162-0115 114-115
 - (8) Law and Justice Center Additional Rent Fund – 0161-0050 116-117
 - (9) Government Center Additional Rent Fund – 0162-0115 118-119

- 2) Items to be Presented for Information:
 - a) Announcement of Government Center
Open House – Sunday, November 7, 2004,
1:30-4:30 p.m.
 - b) General Report
 - c) Other

4. Other Business and Communications
5. Recommend Payment of Bills and Transfers, if any, to County Board
6. Adjournment

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NURSING HOME
(309) 888-5380
901 N. Main Normal, Illinois 61761

DATE: October 26, 2004
TO: Chairman and Members of the Property Committee
FROM: Sharon Van Note, Director of Domestic Services
RE: 2005 Approved Vendor List for Janitorial & Paper Supply

According to my analysis of the janitorial & paper quotations, I would like to recommend that the following vendor list be approved for the year 2005.

VONACHEN - Paper
Jim Berlett 1-800-322-5344

20x13x39 Can liner H.D. Ren 23305	13.47 cs
22x14x46 Can liner H.D. Ren 24505	15.29 cs
22x14x58 Can liner H.D. Ren 26015	13.65 cs
Toliet Tissue – 1 ply – 4"x5" sheets BW115	41.19 cs

VONACHEN – Janitorial

Dust pan RM 2005	1.81
Mop wringer – gear type – 16 to 24 oz RM 7575	42.42 ea
Mop wringer – downward pressure – 16 to 24 oz RM 7575	42.42 ea
Stripping Pads – 17" Reno 2015	11.24 cs
Stripping Pads – 20" Reno 2018	14.60 cs
Stripping Pads – 13" Reno 2011	7.53 cs
Sanitary Napkins	30.06 cs
Drain Plungers IMP 9200	3.60 ea
Scrubbing Sponge Reno 2118	11.25 cs
Scrubbing pad on one side to sponge on other	
Lamb wool dusters TX DLP 0942A	3.73 ea
Counter brush CSM 36225	5.20 ea

CLARK PRODUCTS -- Paper
Dave McClaskey 1-309-693-3636

4 - 5 oz bowls THI-004	21.14 cs
Spoons 03000	6.90
Knives 01000	6.90
Forks 02000	6.90
18x2000 cling film -- Anchor 18x2 MCB	10.71
Aluminum foil 18x1000 W17	32.28 rl

CLARK PRODUCTS - Janitorial

Dust mop 36" -- Metal frame - UNS1490	8.65 ea
Wet mop handle 54" UNS833	3.00 ea
Ultra Polymer, Ultra Light	

NORD - Paper
Mike Mize 663-8008

22x16x58 Can liner BLK Mobile tuff tote	13.30 cs
15x9x23 Can liner clear	7.94 cs
Toilet tissue JRT JR 12x1,000	18.00

NORD - Janitorial

Wet mop head 20 oz cotton	5.10 ea
Wet mop head 24 oz rayon	4.30 ea
Mop bucket & Wringer Combo 33-qt	47.34 ea
Pails 10 qt	3.99 ea
Floor Sealer	29.70 -- 5 gal.

CENTRAL SUPPLY - Paper
Tom Wells 828-5081

20x13x39 Can liner HD Pit 334012NT	13.00 cs
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CENTRAL SUPPLY -- Janitorial

Neutralizer Hil 851	37.00 cs
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R.D. MCMILLAN -- Paper
Tom Brabender 1-800-543-5376

Plates 9" styrofoam CNTR229 BP100	31.59 cs
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R.D. MCMILLAN -- Janitorial

Pipe Cleaner Int 712	27.72 cs
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HUNDMAN LUMBER - Paper
Ora Burke 662-0339

Paper towel C-fold Scot01510 Scott's 150 only 29.97 cs

HUNDMAN LUMBER – Janitorial

Furniture Polish Old English 38.50 cs
Vacuum Cleaner S12CC 12" path 7.0 amps – 50' cord 152.97 ea
Wasp, bee, hornet killer Raid 50.99 cs

SUNRISE - Paper

Brad Legner 309-698-7028

Napkins 1 ply 13x13 CLT 37000 32.52 cs
Napkins 1 ply 8x13.5 Cas 5256 27.11 cs
Wax Sandwich bags FIS 5088 85.72 cs
Plates 6" styrofoam 5106 BPMD 45.39 cs
Cling film 6"x5" Ang.-C-65 6.88 rl

SUNRISE – Janitorial

36" dust mop head Zep13236 6.31 ea
24" dust mop head Zep 13224 4.58 ea
18" dust mop head Zep 13217 3.64 ea
Shout Laundry Remover DRC94125 30.56 cs
Snuggle Fabric Softner DRC2979953 22.44 cs
Tampons Playtex 59.09 cs
Sponges H.D. Scratchers Zep 4400 11.02 cs
Brillo pads FalBsp 24.77 cs
Scouring Powder – Comet 11.98 cs
Liquid Crème Cleaner - Comet 24.65 cs
Window Squeegees 18" ETT1144 5.35 ea
Replacement blades 18" ETT1427 1.58 ea
Fly Spray 6-15 oz 29.09 cs

TRI-COUNTY SUPPLY - Paper

Clint Kaab 829-3011

Paper towel 9 ½ x 9 ½ PP2501 Bleached 16.04 cs

TRI-COUNTY SUPPLY – Janitorial

Folding Floor signs RCP 6114-77 37" tall 4 sided 19.98 ea
Spray trigger .56 ea
Air Freshner Cabinets RCP5114 Air flow vents 26.50 ea
Refills for Cabinets 29.50

MASCO – Paper

Harvey Rieck 217-744-0339

Paper towel – Flat 21950 12.97 cs
Paper towel 9"x600' 25002 Tork dispenser 19.68 cs

MASCO – Janitorial

Spray bottles 24 oz .32 ea

MEDLINE – Paper

Shelley Reeves 309-261-3072

7 oz paper cup NON03007 38.94 cs

PROFESSIONAL MEDICAL – Paper

Kevin Schaw 800-648-5190

Toilet tissue 1 ply TT1P 29.88 cs
Toilet tissue 2 ply TT2P 26.55 cs
Bowls 12 oz FB03 18.80 cs
Gloves FDA approved V102 21.00 cs
¾ souffle cup 069-F0Z 19.91 cs
1 oz plastic cup MC5000 22.88 cs
8 oz styrofoam cup FC08 11.79 cs
Lids for 8 oz FC08L 8.45 cs

PROFESSIONAL MEDICAL – Janitorial

Wet mop handle UNS601 54" screw type H.D. 3.75 ea
Antimicrobial lotion soap GJ4218 34.79 cs
Stainless steel cleaner NL869A12 26.63 cs
Bowl cleaner NL025 24% hydroacid 13.70 cs
1 oz germicidal cleaner NL611-P5 35.63

KIRBY RISK – Janitorial

Scott Stockstill 662-0407

100 W lamp - 130V 40.80 cs
40W lamp – U bend C.W. FB40 C.W./6 56.52 cs
75W lamp – fluorescent – F96T12/C.W. 40.80 cs
F48T12/C.W./HO 108.60
75W lamp Fluorescent – F96T12/C.W. HO 8 ft. 46.20 cs
13W Fluorescent tube #F – 13TT/27K 2.02 ea
GE F34C.W. – RS – WM – ECO 34.50 cs
F9DTT/D827 9W 120.00
F5TT/27K Base G23 70.32
F2OT 12/C.W. 1.95
60W lamp – 130 V 40.80 cs

MILLER'S JANITORIAL – Janitorial

Daryl Miller 452-8396

Polypropylene broom	4.57 ea
Dust mop treatment	26.64 cs
13" scrubbing pads	6.44 cs
20" buffing pads - Super polish	13.56 cs
Air freshner - Air Lift	51.68 cs
Cleaner all purpose - SD 20	29.19 cs
Descaling Cleaner - Spartan Foamy Q & A	31.84 cs
Quaternary Cleaner/Air Freshner - Spartan Wintergreen DDDS	9.13 gal
2 oz germicidal cleaner - DMQ	30.25 pail
Ice Melt – Triple Melt	7.07 / 50 lb
Bowl cleaner - Stix	16.27 cs

Law and Justice Center, Room 605
104 West Front Street, P O Box 2400
Bloomington, Illinois 61702-2400
Telephone: (309) 888 - 5400
FAX number: (309) 888 - 5429
E-mail: william.yoder@mcleancountyil.gov

MEMO

TO: Diane Bostic, Chairman, Property Committee
Members, Property Committee

FROM: William A. Yoder

DATE: October 22, 2004

RE: Use of space formerly occupied by the McLean County Auditor's Office in the Law & Justice Center

McLean County was recently awarded a grant, creating a coordinated multidisciplinary response to domestic violence. Three county and several non-county agencies were funded through this grant. Many other agencies are unfunded partners.

The State's Attorneys Office will be hiring two new employees through this grant. Because of previous growth, there is no space within the State's Attorneys Office to put these employees. Neville House (one of the funded partners in the grant) currently uses a small conference room within the State's Attorneys Office to assist *pro se* victims of abuse in obtaining orders of protection.

The former County Auditor's Office is currently sitting vacant and in close proximity to our office. Renovation of the sixth floor is not expected for quite some time. The former County Auditor's Office layout could be used, unchanged, to house the entire Domestic Violence Unit of the State's Attorneys Office. This would include two attorneys, the Project Coordinator, and Neville House staff.

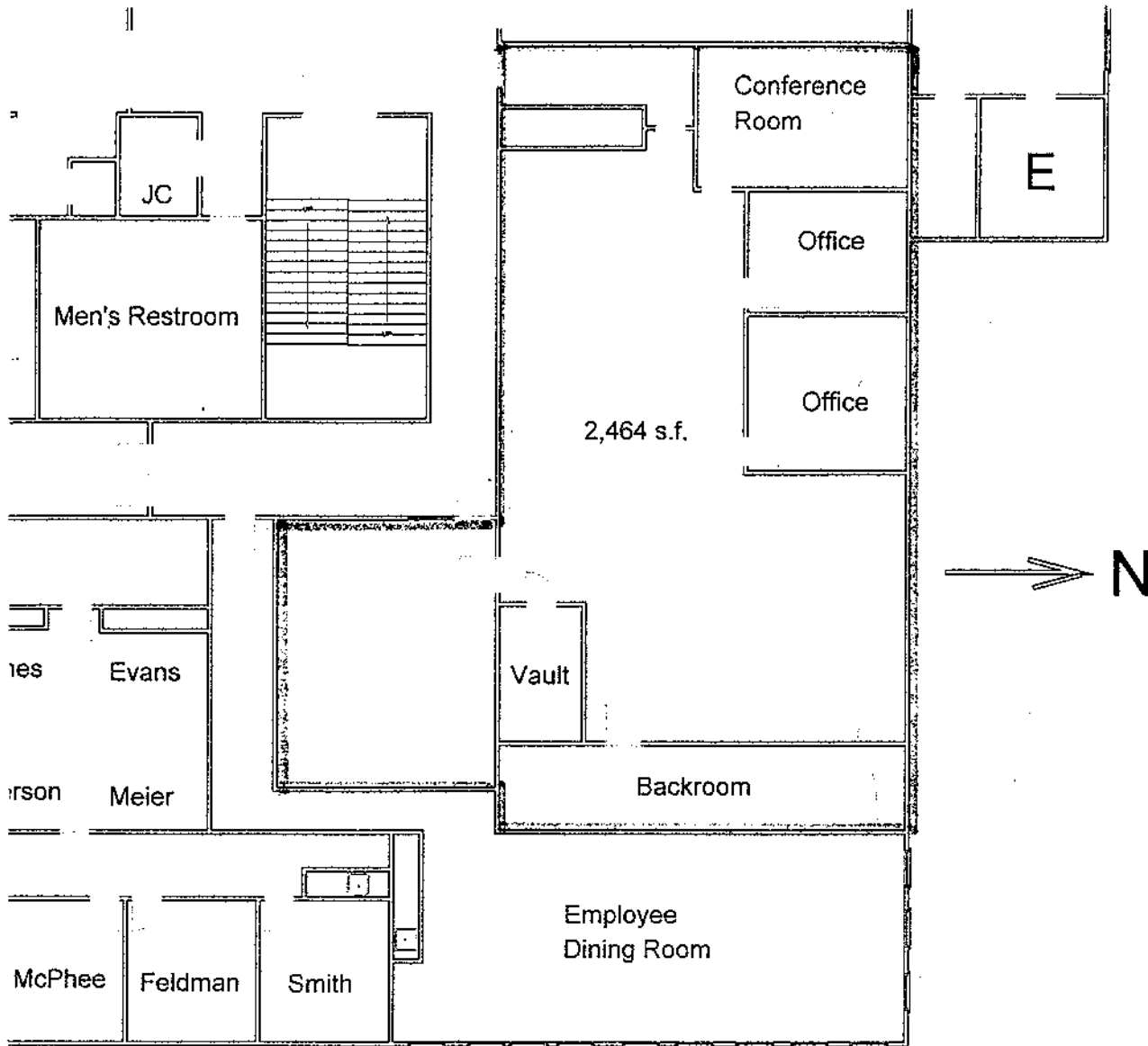
By placing new and some existing employees in the former County Auditor's Office space along with Neville House, it will free up a much needed small conference room within the State's Attorneys Office. In addition, it will allow us to move at least one attorney, currently sharing an office with another attorney, into her own office. Finally, it will allow us to move some boxes of closed files

out of an already overflowing closed file room to make room for several intern stations.

I respectfully request that the Property Committee approve the use of the former County Auditor's Office space by the State's Attorneys Office, until such time as the sixth floor renovation would require vacating part or all of the space. For your review, I have attached a diagram of the floor plan, which Jack Moody was kind enough to prepare for me.

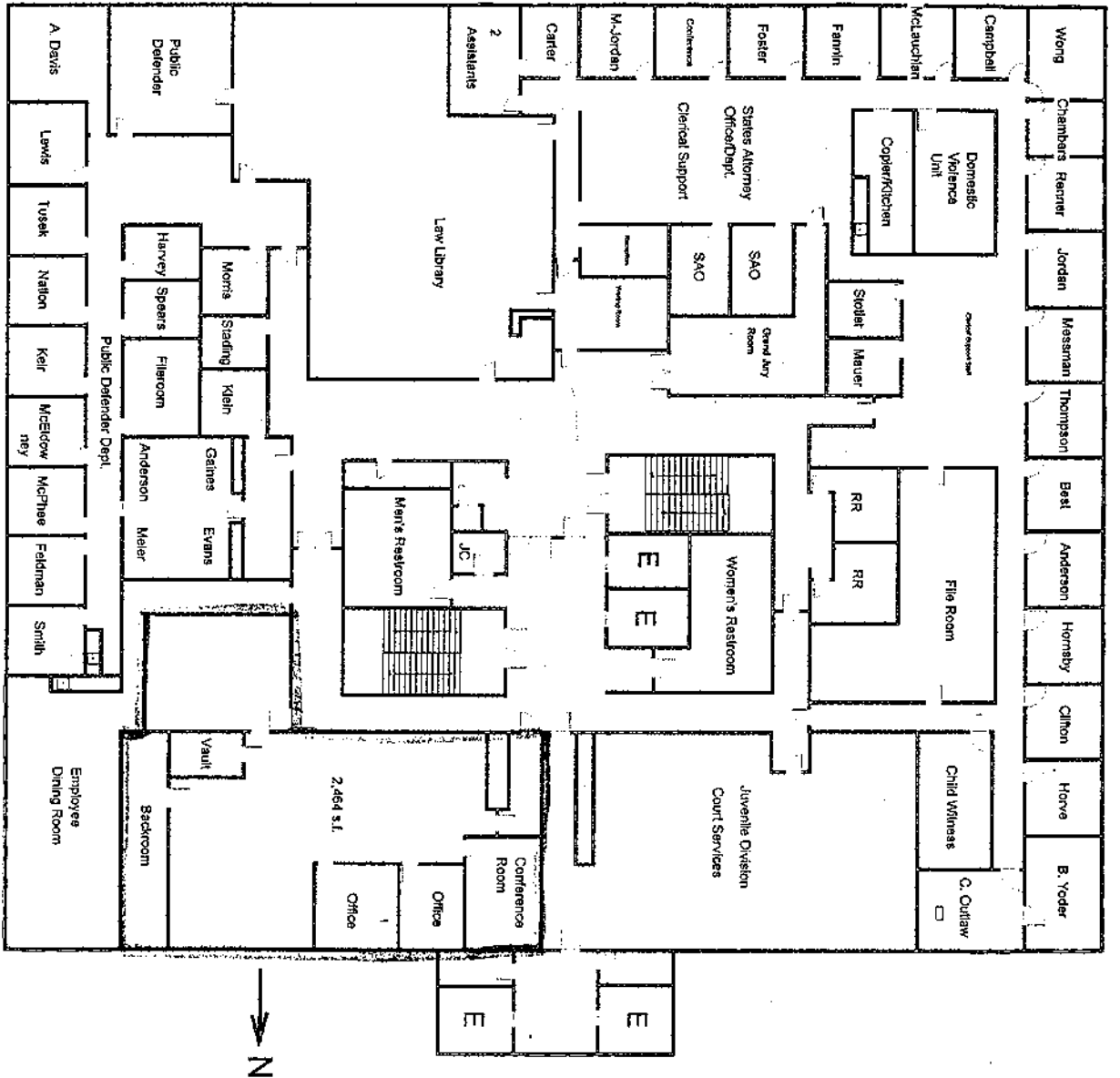
Thank you for your kind consideration.

Cc: John Zeunik
Jack Moody



Drw by: J. Moody

Revised: 2/20/04



Law & Justice Center 6th Floor

LJ06th.PL1

Dnw by: J. Moody

Revised: 2/20/04



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mclean.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 10/27/04

RE: General Report - Departmental Activities 09/01- 10/31/04

CONSERVATION

1. The Department has completed the construction of a new fish containment structure below the spillway at Evergreen Lake. This structure was completed with the assistance of funding from the Central Illinois Muskie Hunters' Club. The 7 foot high re-enforced structure was designed with the assistance of City of Bloomington Engineering & Water Staff. This structure replaces a temporary structure installed by the Department of Parks and Recreation in 1999 and should address loss of game fish up to a 100 year flood level.
2. The Department continues the process of non-native Autumn Olive removal from areas near roadways and along active use areas. These areas have been identified as locations where site lines are especially important, either for visitor safety, reduction of competition with native plant species or aesthetic benefits. This project is being completed on an "as available" basis and may require several years to reach desirable levels.
3. The Deer Management program is currently underway with approximately 150 participants over the 8 week period. This program of removing antlerless deer is an essential component in controlling the overall deer populations within COMLARA County Park and along the Mackinaw River Corridor . The program also provides a recreational hunting opportunity to many participants whose public hunting options are otherwise limited locally.
4. Department staff completed a fall electro-shock survey of the Evergreen Lake fishery and also transferred large mouth bass from a rearing pond to Evergreen Lake, with the assisted of Illinois Department of Natural Resources Fishery Division staff.

RECREATION

5. Perform Fall Colors Family Day with attendance of 1000+ over a six hour period
6. Perform the Parent/ Kid Fishing Tournament with 42 participants
7. Perform Mountain Bike Race with 84 participants
8. Hosted event for National Orienteering Day in Cooperation with the Illinois River Orienteering Club – 32 Teams
9. Provided site & coordination for Cub Scout Day Camp Preview- approximate attendance 750
10. Coordinated two non-departmental fishing tournaments on Evergreen Lake

ADMINISTRATIVE

11. The Department has completed a transition to bring Parks and Recreation fee credit card processing under the same State of Illinois Treasurer's processor as the recently installed credit card processing services within the County Treasurer's Office. The Department of Parks and Recreation has processed credit card transactions at the point of sale and by phone for reservations since 1989. This change allows for consistency in reporting and record keeping by the County Treasurer's Office, a reduction in fees and on-line activities registration opportunities.

Department staff completed upgrades to software systems as a necessary part of this process. Assistance from the County Treasurer's Office aided significantly in the completion of this development.

12. With considerable assistance from Information Services Staff and integration by the Illinois State Treasurer's Office E-Pay system under the County Treasurer's Office, the Department of Parks and Recreation has instituted on-line activities registration from the County Parks and Recreation Web site. This process allows the public to register for fee based activities and registrations and make payments on-line. A convenience fee is charged to customers and no processing fee is charged to the Department of Parks and Recreation, under the same sliding scale charge as other E-Pay transactions through the County Treasurer's Office.

The Department will provide availability of on-line registration and fee payment for all special events, programs and watercraft registrations in 2005. The department will also continue to explore economically justifiable options to provide for on-line facilities reservations. This exploration will be assisted by Illinois E-Pay and Information Services staff.



Facilities Management

104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice
(309) 888-5209 FAX jack@McLean.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: October 21, 2004

Subj: Veterans Assistance Commission Office Space

When the McBarnes Building was sold earlier this year the Veterans Assistance Commission (hereinafter "VAC"), who occupied office space on the first floor of that facility, was temporarily relocated to vacant office space on the third floor of the McLean County Health Department. With the relocation of the City of Bloomington Board of Election Commissioners from the fourth floor of the McLean County Health Department building to Government Center in August, 2004, this vacated space has been planned for the future occupation of VAC.

We met with Mr. Jerry Vogler, Executive Director of VAC and his staff on several occasions. The attached CADD drawing details the remodeling needs for this 4th floor office space. The estimated remodeling cost is \$7,000.00. His VAC budget contains the necessary funds to remodel this space and relocate his department to the fourth floor. The work would be performed by in-house staff except for carpeting and the rough-in plumbing for the sink. This work would take 2-3 weeks and could be performed as early as January, 2005.

Also, attached please find a revised lease agreement for this office space. His current lease expires on December 31, 2004.

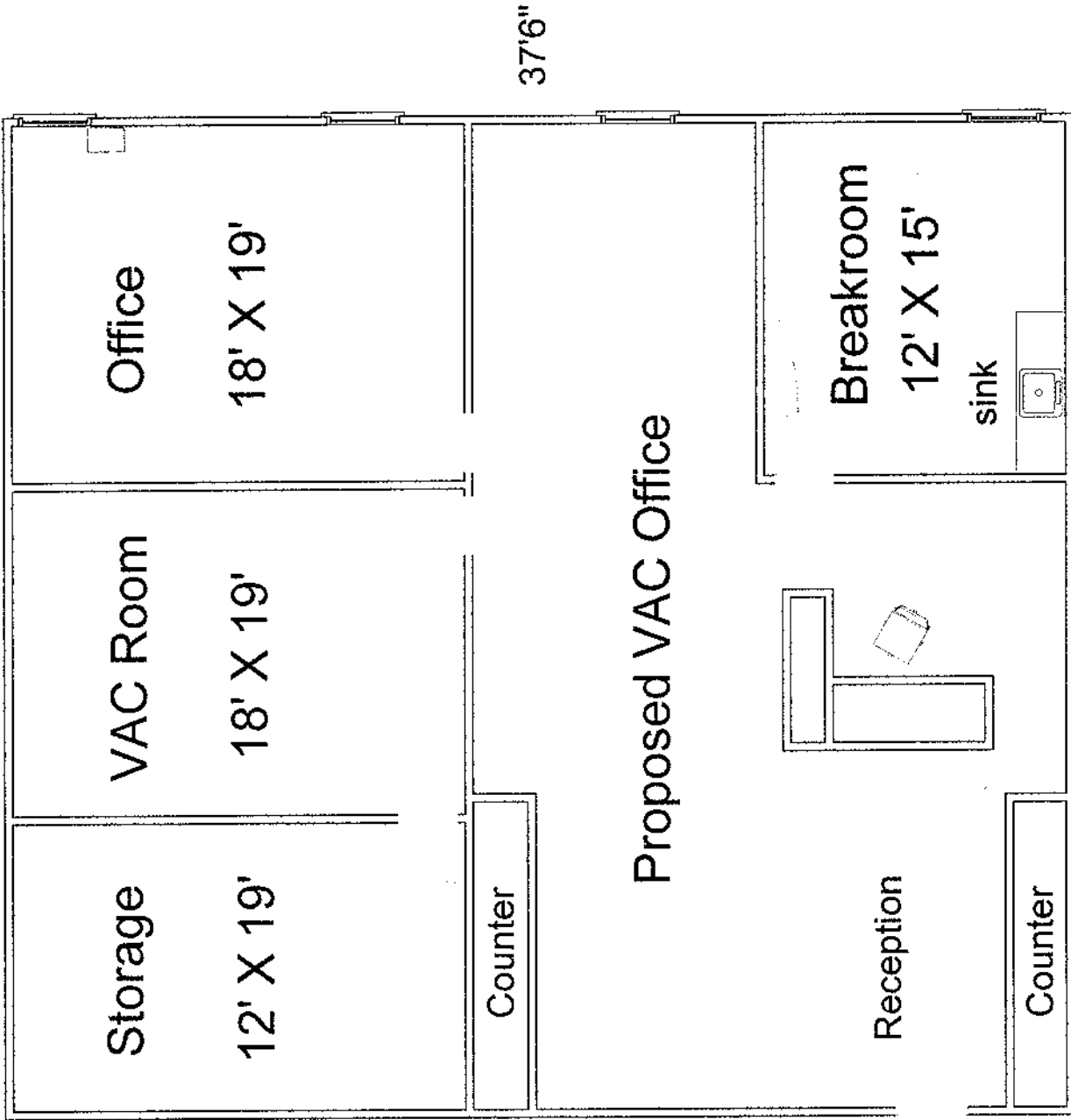
I would be happy to answer any questions or provide any additional information.

Thank you for your kind consideration of this matter.

JEM:

Enclosures

Cc: Mr. Jerry Vogler, Veterans Assistance Commission



200 W. Front Street 4th Floor Detail
 Revised: 10/04/04 (MCHD4VAC.PL1:Plan)
 1,865 s.f. \$7,000.00 budget

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

Veterans Assistance Commission

As Tenant,

For

**Office Space Located on the Fourth Floor of
200 West Front Street, Bloomington, Illinois**

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to enter into a lease agreement for 1,865 s.f. of office space located on the fourth floor of the McLean County Health Department, 200 West Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2005, and terminates on December 31, 2005.

2. **Rent.**
 - a. Rent shall be \$4,572.80 to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
Bloomington, Illinois 61702-2400**

3. **Tenant's Use and Operation.** VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.

4. **Building Common Areas.** VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the

cost of repairs and maintenance caused by intentional acts or negligence of VAC employees, agents, or clients. VAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

6. **Parking.** COUNTY shall provide no parking for VAC.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of VAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Conduct.** VAC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
9. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by VAC without the prior express written approval of COUNTY.
10. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that

Page three

this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. **Hazardous Material.**

- a. **Prohibition.** VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, *et seq.* and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, *et seq.* and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,
- (i) VAC shall immediately notify COUNTY of the event;
 - (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.
14. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.
15. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.
16. **Assignment and Subletting.** VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

17. **Default.** If VAC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the leased premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of VAC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

18. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (7) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and

- (iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and
 - b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.
19. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.
20. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to VAC:

Executive Director
Veterans Assistance Commission
200 West Front Street, 4th Floor
Bloomington, Illinois 61701

21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, 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.
23. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
25. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of November, 2004.

APPROVED:

**VETERANS ASSISTANCE
COMMISSION**

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

VAC05.Doc



McLean County

Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309) 888-5450

Memorandum

RECEIVED

OCT 27 2004

Facilities Mgt. Div.

To: Jack Moody, Facilities Manager

From: Robert J. Keller, Director

Date: October 27, 2004

Re: Request for Occupancy of Additional Space Located in Suite 350 on the Third Floor of the Health Department Building

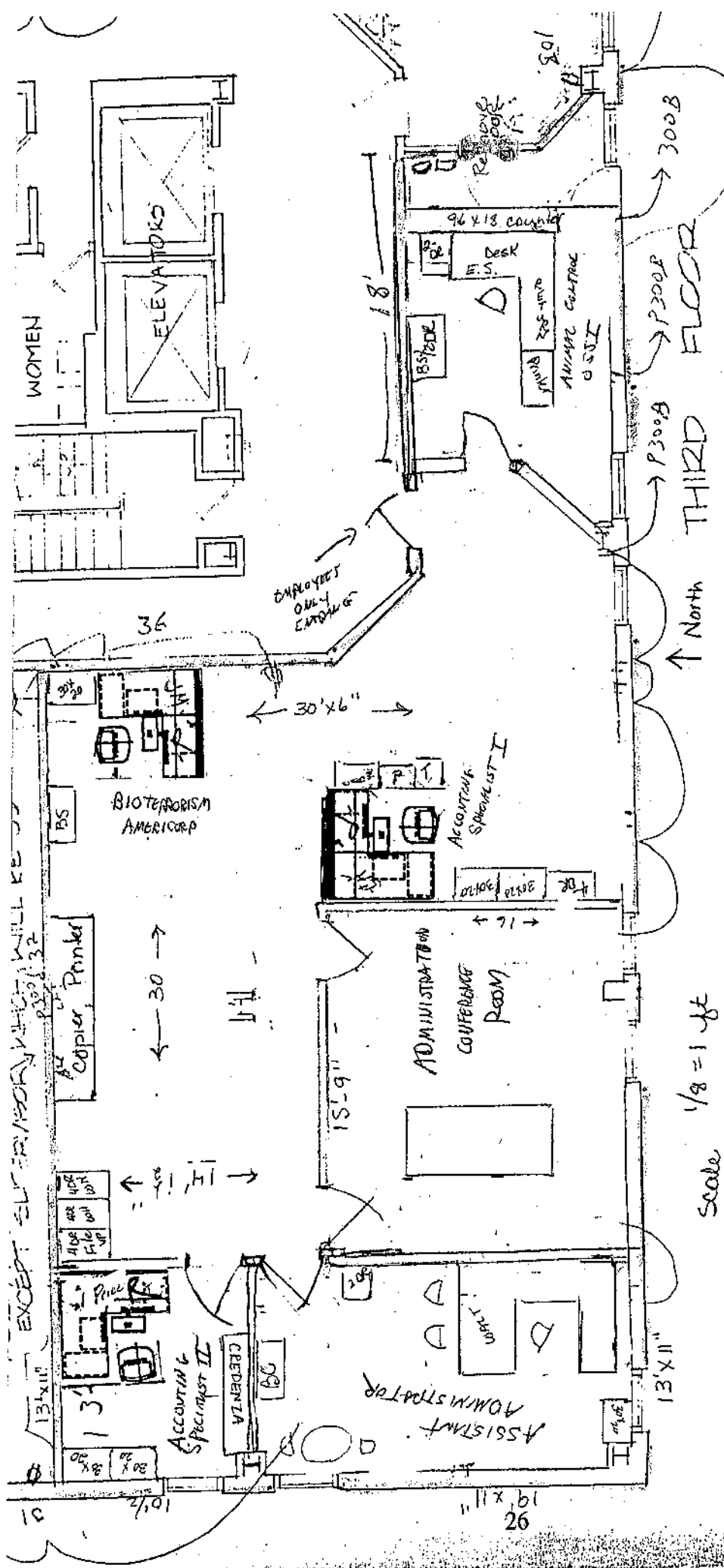
Pursuant to our dialogue over the past several years, I am hereby requesting that the McLean County Health Department be allowed to occupy the space currently used by the Veterans Affairs Commission in suite 350 on the third floor of the Health Department Building.

As you are aware, the architectural firm of LZT conducted a space needs assessment in 1996 and 1997 that determined the department's facilities needs to be approximately 36,000 square feet. If allowed to move into the space adjacent to the administrative offices of the department, this would bring total occupied space to that level. Plans for the space include moving the assistant administrator along with two accounting specialists to that space. In addition, the Americorp staff member working in the bioterrorism area, now located on the first floor, would be located to the new suite. We also plan to move the office support specialist handling animal vaccination records and fee collections to the east side of the newly occupied space to more appropriately handle public cash transactions from behind a counter and provide back-up for the administrative front desk. The attached rough layout provides a visual representation of the occupancy plan. As space is freed up in the administrative area, the health planning and bioterrorism coordinator and the office support staff working in that area will relocate from the second floor to the current administrative area. The public health communication specialist will also be relocated from the health promotion section to occupy vacated space.

It is estimated that the minimal remodeling work will be approximately \$12,000. The department will utilize a portion of its bioterrorism grant as well as unexpended 2004 utilities and maintenance funds to underwrite the cost of this project.

I appreciate your consultation and request that this item be placed on the November 4th Property Committee agenda.

Space Allocation Plan for Suite 350



The above layout depicts office locations for suite 350 on the southwest corner of the third floor of the Health Department Building. The following represents the anticipated renovation and support needed from Facilities Management:

- Replacement of carpet to match as closely as possible the southeast suite of offices beginning with room 304
- Interior paint to closely match the southwest suite of offices
- Telephone, data, and electrical outlets appear to be adequate - some minor adjustments may be necessary
- Removal of the door between suite 350 and room 304
- Limited disassembly and reassembly of partitions as part of this move
- Vacuuming and cleaning carpet in rooms 306, 307, 309, and 310 following relocation

The assistant administrator will move to the office on the southwest corner, the accounting specialist II will move to the office located in the office immediately north, the office on the south side of the suite will become the administrative conference room. The open space in room 350 will be occupied by the bioterrorism Americorp staff and the accounting clerk I, and the room that faces room 304 will be occupied by the animal control OSSI.

The above relocations will entail reallocation of existing staff in various areas of the building in space vacated by the above moves.

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

McLean County States Attorney

as Tenant,

for

Office Space Located on the 4th Floor of
200 West Front Street, Bloomington, Illinois
For the Child Support Enforcement Division

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Child Support Enforcement Division of the McLean County States Attorney's office, (hereinafter "CSED"), as Tenant, desire to continue a lease agreement for office space located on the northwest corner of the fourth floor of the 200 W. Front Street building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on July 1, 2004, and terminate on June 30, 2005.

2. **Rent.**
 - a. Rent shall be or \$35,754.39 for 4,588 s.f. of office space, payable in twelve equal monthly installments of \$2,979.53.
 - b. Rent, for purposes of this agreement, shall be defined as including all rent, utilities (except telephone services), and general maintenance.
 - c. All rent payments shall be mailed to the below address:

McLean County Treasurer
115 E. Washington Street, Mezannine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400
 - d. The monthly rent payment during each month of the term thereof shall be payable commencing on the first day of each month.

3. **Tenant's Use and Operation.** CSED shall use the aforementioned leased premises only for the purposes of its general business office. CSED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CSED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.

4. **Utilities.** COUNTY shall provide all electricity, gas, water, and trash services used or consumed by CSED in the leased premises. CSED shall be responsible for the payment of its own telephone or data services.

5. **Building Common Areas.** CSED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.
7. **Parking.** COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also

agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CSED or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CSED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. **Insurance and Indemnity.**

a. **Covenants to Hold Harmless.** CSED agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CSED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CSED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. **Added Risk.** CSED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CSED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CSED business. CSED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CSED is given written request for same. COUNTY shall invoice CSED without notice or negotiation for any rate increase.

Obligation to Carry Public Liability Insurance. CSED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CSED in the leased premises, and in which the limits of liability

shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CSED shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the term of this agreement. CSED shall furnish COUNTY additional certificates of CSED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. **Waiver of Subrogation Rights Under Insurance Policies.**

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** CSED shall not cause or permit any conduct of employees or clients of CSED to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CSED without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be

conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CSED.

14. **Hazardous Material.**

a. **Prohibition.** CSED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** CSED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CSED, its agents, employees, invitees, clients, or licensees, or by the negligence of CSED, its agents, employees, invitees, clients, or licensees,

- (i) CSED shall immediately notify COUNTY of the event;
- (ii) CSED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CSED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CSED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) CSED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** CSED expressly covenants and agrees that the duties, obligations, and liabilities of CSED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CSED and its successors and assigns.

- 15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CSED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CSED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CSED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CSED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CSED shall have any right in or to any award made to the other by the condemning authority.
- 16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CSED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CSED shall have the right to terminate this agreement, or any extensions thereof.

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
19. **Default.** If CSED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CSED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.

Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the leased premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall

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be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.

- c. Have specific performance of CSED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

a. Upon the expiration or termination of this lease, or any extension thereof, CSED shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CSED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CSED's business and repair any damages caused by such removal.

b. If CSED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CSED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CSED or to any other person. The failure of CSED to remove any property from the leased premises shall forever bar CSED from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CSED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CSED.

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

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If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CSED:

Administrative Attorney
Child Support Enforcement Division
200 W. Front Street, 4th Floor
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, 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.
25. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors,

administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CSED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate.

a. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.

b. In the event the Illinois Department of Public Aid or its assigns or successors terminates the agreement of cooperation under which CSED is empowered to perform its duties, CSED and or the County shall have the option to terminate this lease with thirty (30) days written notice to the other.

28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of November, 2004.

APPROVED:

McLean County States Attorney

COUNTY OF McLEAN

By: William A. Yoder, McLean County States Attorney

By: Michael F. Sweeney, Chairman of the McLean County Board

ATTEST:

By: _____

By: Peggy Ann Milton, Clerk of the McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

G.E.D. Adult Education Literacy Program

As Tenant,

For

Office Space Located in
905 N. Main Street, Normal, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the G.E.D. Adult Education Literacy Program (hereinafter referred to as "GED"), as tenant, desire to continue a lease agreement for office space consisting of 3,905 s.f of office space located in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party, NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2005, and terminate on December 31, 2005.

2. **Rent.**
 - a. GED shall be provided 3,905 s.f., or 36% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$22,912.30. The McLean County Auditor's Office shall calculate and present to GED a monthly statement for the payment of this expense by GED representing GED's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Tenant's Use and Operation.** GED shall use the aforementioned leased premises only for the purposes of its general business office. GED shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. GED shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.

4. **Building Common Areas.** GED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of GED employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of GED employees, agents, or clients. GED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. GED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. GED shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
6. **Parking.** GED is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, GED agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that GED agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by GED without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of GED displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to GED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by GED at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by GED that GED may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. GED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** GED agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or

property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. GED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting GED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** GED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by GED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from GED business. GED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after GED is given written request for same. COUNTY shall bill GED without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** GED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by GED in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. GED shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. GED shall furnish COUNTY additional certificates of GED's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
9. **Conduct.** GED shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
10. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by GED without the prior express written approval of COUNTY.
11. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
13. **Hazardous Material.**
 - a. **Prohibition.** GED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited

by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

- b. **Disclosure, Remediation, Liability, and Indemnification.** GED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of GED, its agents, employees, invitees, clients, or licensees,
- (i) GED shall immediately notify COUNTY of the event;
 - (ii) GED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) GED shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) GED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) GED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** GED expressly covenants and agrees that the duties, obligations, and liabilities of GED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon GED and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit GED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of GED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of GED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or GED to recover compensation from the condemning authority for any loss or

damage caused by such condemnation. Neither COUNTY nor GED shall have any right in or to any award made to the other by the condemning authority.

15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by GED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or GED shall have the right to terminate this lease, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if GED shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of GED shall be appointed by reason of GED's insolvency or inability to pay its debts, or if any assignment shall be made of GED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of GED hereunder, by giving GED notice in writing of the election of COUNTY to so terminate.
17. **Assignment and Subletting.** GED shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
18. **Default.** If GED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which GED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if GED shall abandon or vacate the premises during the term of this lease, or if GED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to GED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by GED during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by GED to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate GED's right of possession and repossess the leased premises without demand or notice of any kind to GED, in which case COUNTY may relet all or any part of the leased premises. GED shall be responsible for all costs of reletting. GED shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of GED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

19. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, GED shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at GED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to GED's business and repair any damages caused by such removal; and
- b. If GED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of GED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to GED or to any other person. The failure of GED to remove any property from the leased premises shall forever bar GED from bringing any action or asserting any liability against COUNTY with respect to such property.

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20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of GED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by GED.
21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to GED:

Superintendent
G.E.D. Adult Literacy Program
905 N. Main Street
Normal, Illinois 61761

22. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, 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.

24. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of GED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
26. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
27. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of November, 2004.

APPROVED:

G.E.D. ADULT EDUCATION
LITERACY PROGRAM

By: _____

ATTEST:

By: _____

COUNTY OF McLEAN

By: _____
Chairman, McLean County Board

By: _____
Clerk of the McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

**Regional Office of Education for McLean/
DeWitt/Livingston Counties**

As Tenant,

For

Office Space Located in
905 N. Main Street, Normal, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the Regional Office of Education for McLean/DeWitt, and Livingston Counties, (hereinafter referred to as "ROE"), as tenant, desire to continue a lease agreement for office space consisting of 5,224 s.f. located on the first floor and 5,541 s.f. of office space located on the second floor or a total of 10,765 s.f. of office space in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"), in accordance with Illinois Compiled Statutes 105 ILCS 5/4-2 requiring COUNTY, as the host County, to provide office space for ROE; and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2005, and terminate on December 31, 2005.

2. **Rent.**
 - a. ROE shall be provided 6,860 s.f., or 64% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$40,250.60. The McLean County Auditor's Office shall calculate and present to ROE a monthly statement for the payment of this expense by ROE representing ROE's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, ROE agrees to pay COUNTY a monthly rent payment of \$200.00 per month to the Capital Improvement Replacement Fund for BUILDING.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Capital Improvement Fund.** All monies paid into this FUND by ROE shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
 - a. Additions and/or renovations to BUILDING and the adjacent property;

- b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;
- b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and ROE agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

- 4. **Tenant's Use and Operation.** ROE shall use the aforementioned leased premises only for the purposes of its general business office. ROE shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. ROE shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
- 5. **Building Common Areas.** ROE shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of ROE employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
- 6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of ROE employees, agents, or clients. ROE shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. ROE shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. ROE shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

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7. **Parking.** ROE is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, ROE agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that ROE agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by ROE without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of ROE displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to ROE certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by ROE at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by ROE that ROE may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. ROE shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** ROE agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

 - b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. ROE shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting ROE against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

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- c. **Added Risk.** ROE shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by ROE in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from ROE business. ROE's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after ROE is given written request for same. COUNTY shall bill ROE without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** ROE shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by ROE in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. ROE shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. ROE shall furnish COUNTY additional certificates of ROE's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.
- Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.
- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
10. **Conduct.** ROE shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by ROE without the prior express written approval of COUNTY.

12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. **Hazardous Material.**
 - a. **Prohibition.** ROE expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

 - b. **Disclosure, Remediation, Liability, and Indemnification.** ROE expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of ROE, its agents, employees, invitees, clients, or licensees,
 - (i) ROE shall immediately notify COUNTY of the event;

 - (ii) ROE shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;

 - (iii) ROE shall remediate and clean up the leased premises to COUNTY's satisfaction;

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- (iv) ROE shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) ROE shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** ROE expressly covenants and agrees that the duties, obligations, and liabilities of ROE under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon ROE and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit ROE to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of ROE shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of ROE, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or ROE to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor ROE shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by ROE in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or ROE shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if ROE shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of ROE shall be appointed by reason of ROE's insolvency or

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inability to pay its debts, or if any assignment shall be made of ROE's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of ROE hereunder, by giving ROE notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** ROE shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

19. **Default.** If ROE shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which ROE is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if ROE shall abandon or vacate the premises during the term of this lease, or if ROE shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to ROE have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by ROE during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by ROE to COUNTY.

 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate ROE's right of possession and repossess the leased premises without demand or notice of any kind to ROE, in which case COUNTY may relet all or any part of the leased premises. ROE shall be responsible for all costs of reletting. ROE shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.

 - c. Have specific performance of ROE's obligations.

 - d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**
 - a. Upon the expiration or termination of this lease, or any extension thereof, ROE shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at ROE's cost and expense, remove from the property all signs, symbols and trademarks pertaining to ROE's business and repair any damages caused by such removal; and
- b. If ROE shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of ROE left upon the leased premises in any manner that COUNTY shall choose without incurring liability to ROE or to any other person. The failure of ROE to remove any property from the leased premises shall forever bar ROE from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of ROE requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by ROE.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

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With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to ROE:

Superintendent
Regional Office of Education for McLean/DeWitt/Livingston Counties
905 N. Main Street
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, 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.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of ROE unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

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27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of November, 2004.

APPROVED:

**REGIONAL OFFICE OF EDUCATION
FOR McLEAN/DeWITT/LIVINGSTON
COUNTIES**

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

ROE05.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

YWCA OF McLEAN COUNTY

As Tenant,

For

Office Space Located on the First Floor of
905 N. Main Street, Normal, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and YWCA of McLean County, (hereinafter referred to as "YWCA"), as tenant, desire to continue a lease agreement for office space consisting of 1,198 s.f. located on the first floor of the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as 'BUILDING'); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2005, and terminate on December 31, 2005.

2. **Rent.**
 - a. YWCA agrees to pay COUNTY \$7,893.80 for the term of this lease agreement, payable in twelve equal monthly installments of \$657.82 representing the YWCA's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, the YWCA agrees to pay COUNTY a monthly rental payment of \$262.07 which includes \$50.00 per month to the Capital Improvement Replacement Fund for BUILDING.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Capital Improvement Fund.** All monies paid into this FUND by YWCA shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
 - a. Additions and/or renovations to BUILDING and the adjacent property;

 - b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;

 - b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and YWCA agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

4. **Tenant's Use and Operation.** YWCA shall use the aforementioned leased premises only for the purposes of its general business office. YWCA shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. YWCA shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
5. **Building Common Areas.** YWCA shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of YWCA employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of YWCA employees, agents, or clients. YWCA shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. YWCA shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. YWCA shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** YWCA is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, YWCA agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that YWCA agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by YWCA without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of YWCA displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to YWCA certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by YWCA at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by YWCA that YWCA may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. YWCA shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** YWCA agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

 - b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. YWCA shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting YWCA against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

 - c. **Added Risk.** YWCA shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by YWCA in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from YWCA business. YWCA's share of the annual

insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after YWCA is given written request for same. COUNTY shall bill YWCA without notice or negotiation for any rate increase.

- d. **Obligation to Carry Public Liability Insurance.** YWCA shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by YWCA in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. YWCA shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. YWCA shall furnish COUNTY additional certificates of YWCA's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
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stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

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- a. **Prohibition.** YWCA expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** YWCA expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of YWCA, its agents, employees, invitees, clients, or licensees,
 - (i) YWCA shall immediately notify COUNTY of the event;
 - (ii) YWCA shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) YWCA shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) YWCA shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) YWCA shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
 - c. **Survival.** YWCA expressly covenants and agrees that the duties, obligations, and liabilities of YWCA under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon YWCA and its successors and assigns.
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16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by YWCA in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or YWCA shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if YWCA shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of YWCA shall be appointed by reason of YWCA's insolvency or

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inability to pay its debts, or if any assignment shall be made of YWCA's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of YWCA hereunder, by giving YWCA notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** YWCA shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

19. **Default.** If YWCA shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which YWCA is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if YWCA shall abandon or vacate the premises during the term of this lease, or if YWCA shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to YWCA have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by YWCA during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by YWCA to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate YWCA's right of possession and repossess the leased premises without demand or notice of any kind to YWCA, in which case COUNTY may relet all or any part of the leased premises. YWCA shall be responsible for all costs of reletting. YWCA shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
 - c. Have specific performance of YWCA's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**
 - a. Upon the expiration or termination of this lease, or any extension thereof, YWCA shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at YWCA's cost and expense, remove from the property all signs, symbols and trademarks pertaining to YWCA's business and repair any damages caused by such removal; and
- b. If YWCA shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of YWCA left upon the leased premises in any manner that COUNTY shall choose without incurring liability to YWCA or to any other person. The failure of YWCA to remove any property from the leased premises shall forever bar YWCA from bringing any action or asserting any liability against COUNTY with respect to such property.
21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of YWCA requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by YWCA.
22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

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With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to YWCA:

Executive Director
YWCA of McLean County
905 N. Main Street, 1st Floor
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, 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.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of YWCA unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

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27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of November, 2004.

APPROVED:

YWCA of McLEAN COUNTY

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

YWCA05.Doc

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

Office Space Located on the 5th Floor of
200 West Front Street, Bloomington, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Children's Advocacy Center (hereinafter "CAC"), as Tenant, desire to continue a lease agreement for 8,027 s.f. of office space located on the fifth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on **January 1, 2005**, and terminate on **December 31, 2005**.
2. **Tenant's Use and Operation.** CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
3. **Utilities.** CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.
4. **Building Common Areas.** CAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all

general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CAC or its Board, employees or clients. CAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. CAC shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CAC. CAC shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CAC. Such bills shall be payable within 30 days of receipt of repair invoice by CAC.

6. **Parking.** COUNTY shall provide no parking stalls for CAC, and further, CAC agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.

7. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

8. **Insurance and Indemnity.**

a. **Covenants to Hold Harmless.** CAC agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way

connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CAC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CAC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. **Added Risk.** CAC shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CAC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CAC business. CAC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CAC is given written request for same. COUNTY shall invoice CAC without notice or negotiation for any rate increase.

d. **Obligation to Carry Public Liability Insurance.** CAC shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CAC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CAC shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the initial term of this agreement. CAC shall furnish COUNTY additional certificates of CAC's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies.

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

9. Conduct. CAC shall not cause or permit any conduct of employees or clients of CAC to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
10. Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CAC without the prior express written approval of COUNTY.
11. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, if applicable, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CAC.

13. Hazardous Material.

a. Prohibition. CAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification.

CAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CAC, its agents, employees, invitees, clients, or licensees, or by the negligence of CAC, its agents, employees, invitees, clients, or licensees,

- (i) CAC shall immediately notify COUNTY of the event;
- (ii) CAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) CAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. CAC expressly covenants and agrees that the duties, obligations, and liabilities of CAC under the preceding section 13(a) and 13(b) shall survive the termination of this lease, and are binding upon CAC and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CAC shall have any right in or to any award made to the other by the condemning authority.
15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CAC shall have the right to terminate this agreement, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CAC shall be appointed by reason of CAC's insolvency or inability to pay its debts, or if any assignment shall be made of CAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CAC hereunder, by giving CAC notice in writing of the election of COUNTY to so terminate.

17. Assignment and Subletting. CAC shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
18. Default. If CAC shall fail to make any payment of any invoice due to COUNTY hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CAC shall abandon or vacate the premises during the term of this lease, or if CAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
- a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CAC's right of possession and repossess the leased premises without demand or notice of any kind to CAC, in which case COUNTY may relet all or any part of the leased premises. CAC shall be responsible for all costs of reletting. CAC shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.
 - c. Have specific performance of CAC's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.
19. Termination; Surrender of Possession.
- a. Upon the expiration or termination of this lease, or any extension thereof, CAC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph seven (8) of this lease, ordinary wear and tear excepted, remove all of its personal property

and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CAC's business and repair any damages caused by such removal.

b. If CAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CAC or to any other person. The failure of CAC to remove any property from the leased premises shall forever bar CAC from bringing any action or asserting any liability against COUNTY with respect to such property.

- 20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CAC.
- 21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CAC:

Executive Director
Children's Advocacy Center
200 W. Front Street, 5th Floor
Bloomington, Illinois 61701

22. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of utilities and maintenance reimbursement, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, 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.
24. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rates herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

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26. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 21, page eight of this agreement pertaining to all notices.
27. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 16th day of November, 2004.

APPROVED:

Children's Advocacy Center

COUNTY OF McLEAN

By: _____
Executive Director

By: _____
Michael F. Sweeney, Chairman
of the McLean County Board

ATTEST:

By: _____

By: _____
Peggy Ann Milton, Clerk of
the McLean County Board

CASALease05.Doc

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

Fund:	General 0001	Department:	Parks and Recreation - 0040	Pages:	111 -- 115
CATEGORY	FY 2003 BUDGET	FY 2004 BUDGET	RECOMMENDED FY 2005 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2004
Revenue	\$ 264,350	\$ 255,650	\$ 271,150	\$ 15,500	6.06%
Salaries	\$ 248,465	\$ 258,074	\$ 264,168	\$ 6,094	2.36%
Fringe Benefits	\$ 12,751	\$ 14,000	\$ 14,250	\$ 250	1.79%
Materials & Supplies	\$ 48,025	\$ 44,625	\$ 47,350	\$ 2,725	6.11%
Contractual	\$ 71,850	\$ 79,700	\$ 66,600	\$ (13,100)	-16.44%
Capital Outlay	\$ 725	\$ 15,250	\$ 20,350	\$ 5,100	33.44%
Other	\$ -	\$ -	\$ -	\$ -	N/A
TOTAL:	\$ 381,816	\$ 411,649	\$ 412,718	\$ 1,069	0.26%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Fund: General 0001

Department: Parks and Recreation 0040

REVENUE:

410.0005 Camp Ground Fees: This revenue line item account has increased from \$123,000 in the FY'2004 Adopted Budget to \$140,000 in the FY'2005 Recommended Budget. This increase is based on a review of last year's actual revenue and the year to date revenue, as of the date the Recommended Budget was prepared. This increase in revenue is a direct result of usage.

410.0018 Food Concession Revenue: This revenue line item account has decreased from \$11,500 in the FY'2004 Adopted Budget to \$10,500 in the FY'2005 Recommended Budget. This decrease is based on a review of last year's actual revenues and the year to date revenue, as of the date the Recommended Budget was prepared.

450.0011 Transfer from Other Funds: This revenue line item account was added in the FY'2003 Adopted Budget. The proposed transfer of \$15,000 comes from the Solid Waste Management Fund 0159. The Parks and Recreation Department maintains a compost area that is used by local schools and community organizations as a resource to learn about recycling. In addition, the Parks and Recreation Department offers outdoor education in conservation, resource management, and recycling. In order to offset the department's expense for these programs, a transfer from the Solid Waste Management Fund has again been included in the FY'2005 Recommended Budget.

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing Level in the FY'2005 Recommended Budget.

(2)

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted at the same level or less as in the FY'2004 Adopted Budget with the following exceptions:

608.0001 Gasoline/Oil/Diesel Fuel: This line item account has increased from \$5300 in the FY'2004 Adopted Budget to \$6300 in the FY'2005 Recommended Budget. This increase is based on the increase in the price per gallon for gasoline, which is driven by the increase in the price per barrel of crude oil.

621.0001 Operational Supplies: This line item account has increased from \$7450 in the FY'2004 Adopted Budget to \$9700 in the FY'2005 Recommended Budget. This increase is based on a review of last year's actual expenses and the year to date expenses as of the date the Recommended Budget was prepared. With increased utilization, the expense for the purchase of operational supplies increases.

625.0001 Buildings/Grounds/Equipment Supplies: This line item account has increased from \$13,400 in the FY'2004 Adopted Budget to \$14,400 in the FY'2005 Recommended Budget. This increase is based on a review of last year's actual expenses and the year to date expenses, as of the date the Recommended Budget was prepared. With increased utilization, the expense for the purchase of building and grounds equipment and supplies increases.

Contractual Services:

All of the Contractual Services line item accounts have been budgeted at the same level or less as in the FY'2004 Adopted Budget with the following exceptions:

744.0001 Maintenance of buildings/Grounds: This line item account has increased from \$6500 in the FY'2004 Adopted Budget to \$9000 in the FY'2005 Recommended Budget. This increase is for the expense of spot chip and oil seal application on some of the interior roads at COMLARA Park.

750.0003 Computer Repair/Parts: This line item account has increased from \$300 in the FY'2004 Adopted Budget to \$450 in the FY'2005 Recommended Budget. This increase is based on a review of last year's actual expenses and the year to date expenses, as of the date the Recommended Budget was prepared.

(3)

795.0002 Gas Service: This line item account has increased from \$4500 in the FY'2004 Adopted Budget to \$6000 in the FY'2005 Recommended Budget. This increase is based on the projected increase in the cost per therm of natural gas service during the 2004-2005 heating season.

Capital Outlay:

801.0001 Capital Improvements: This line item account includes funding for the initial phase of campground renovation project.

833.0002 Purchase of Computer Equipment: This line item account includes funding for the purchase of computer workstations and computer hardware.

838.0001 Purchase of Machinery and Equipment: This line item account includes funding to purchase the following capital equipment: replace 1970 flatbed trailer.

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

Fund:	Evergreen Lake Lease Fund - 0147	Department: Parks and Recreation - 0040	Pages: 116 -- 118		
CATEGORY	FY 2003 BUDGET	FY 2004 BUDGET	RECOMMENDED FY 2005 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2004
Revenue	\$ 18,546	\$ 18,919	\$ 18,869	\$ (50)	-0.26%
Salaries	\$ 10,230	\$ 10,230	\$ 10,180	\$ (50)	-0.49%
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	N/A
Materials & Supplies	\$ 5,316	\$ 5,689	\$ 5,689	\$ -	0.00%
Contractual	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	0.00%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	N/A
Other	\$ -	\$ -	\$ -	\$ -	N/A
TOTAL:	\$ 18,546	\$ 18,919	\$ 18,869	\$ (50)	-0.26%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Fund: Evergreen Lake Lease Fund 0147 Department: Parks & Recreation 0040

The Evergreen Lake Lease Fund 0147 is a Special Revenue Fund, which must be balanced within the Fund. The Fund was established to promote conservation and development of natural resources within the Park.

REVENUE:

404.0020 Ag/Conservation: The FY'2005 Recommended Budget projects no change in the Ag/Conservation Revenue from the FY'2004 Adopted Budget.

407.0080 Forestry Cost Share: The FY'2005 Recommended Budget projects no change in the Forestry Cost Share Revenue from the FY'2004 Adopted Budget.

400.0000 Unappropriated Fund Balance: The FY'2005 Recommended Budget includes an appropriation of \$1869 from the Unappropriated Fund Balance in order to balance the budget. On December 31, 2003, the Evergreen Lake Lease Fund had an audited Fund Balance equal to \$37,112.00.

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2005 Recommended Budget. The total FTE Staffing level remains at 0.52 FTE.

(2)

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted in the FY'2005 Recommended Budget at the same level as in the FY'2004 Adopted Budget.

Contractual Services:

The Contractual Services line-item account has been budgeted in the FY'2005 Recommended Budget at the same level as in the FY'2004 Adopted Budget.

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

Fund:	Fairview Bldg 360	Department: Facilities Management - Fairview Building	Pages: 243 -- 245		
CATEGORY	FY 2003 BUDGET	FY 2004 BUDGET	RECOMMENDED FY 2005 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER 2004
Revenue	\$ 70,154	\$ 74,075	\$ 69,913	\$ (4,162)	-5.62%
Salaries	\$ 15,876	\$ 16,423	\$ 13,212	\$ (3,211)	-19.55%
Fringe Benefits	\$ 3,035	\$ 3,419	\$ 3,010	\$ (409)	-11.96%
Materials & Supplies	\$ 5,050	\$ 5,050	\$ 5,050	\$ -	0.00%
Contractual	\$ 43,193	\$ 46,183	\$ 45,641	\$ (542)	-1.17%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	N/A
Other	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	0.00%
TOTAL:	\$ 70,154	\$ 74,075	\$ 69,913	\$ (4,162)	-5.62%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Fund: Fairview Building Capital Lease Fund 0360 Department: Fairview Building 0041

Highlights of the Recommended Budget:

REVENUE:

The Fairview Building Maintenance Budget is a self-balancing Special Revenue Capital Lease Fund. The program's revenue supports the maintenance and operating expenses of the Fairview Building.

The Building's three tenants (the Regional Office of Education, the GED Program, and the YWCA Senior Citizens' Service Center) share the total maintenance and operating expenses based on a Lease Agreements approved by the County Board. In addition, a portion of the FICA and IMRF expenses for the Nursing Home's maintenance and custodial staff who are assigned to the Fairview Building is transferred into this budget from the FICA and IMRF funds.

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2005 Recommended Budget.

Materials and Supplies:

The Materials and Supplies line-item account is budgeted at the same dollar amount as in the FY'2004 Adopted Budget.

(2)

Contractual:

All of the Contractual line item accounts are budgeted at the same dollar amount as in the FY'2004 Adopted Budget with the following exceptions:

744.0001 Maintenance Buildings/Grounds: This line item account has decreased from \$1350 in the FY'2004 Adopted Budget to \$750 in the FY'2005 Recommended Budget. This decrease is based on a review of the year to date actual expenses as of the date the Recommended Budget was prepared.

795.0004 Water Service: This line item account has increased from \$600 in the FY'2004 Adopted Budget to \$720 in the FY'2005 Recommended Budget. This increase is based on the projected usage and fee schedule for water service in the Town of Normal.

Other:

0500.0000 Budget Balance Account: This line item account includes the Capital Replacement contribution made by the Regional Office of Education (\$200 per month) and the YWCA Senior Citizens Service Center (\$50 per month) to the Fairview Building Capital Lease Fund. The capital replacement contribution is intended to be used to fund future capital replacement projects at the Fairview Building.

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

Fund:	General 0001	Department: Facilities Management- Law & Justice Center	Pages:	128 -- 130	
CATEGORY	FY 2003 BUDGET	FY 2004 BUDGET	RECOMMENDED FY 2005 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2004
Revenue	\$ 1,727,343	\$ 1,822,001	\$ 1,879,634	\$ 57,633	3.16%
Salaries	\$ 718,621	\$ 755,579	\$ 748,387	\$ (7,192)	-0.95%
Fringe Benefits	\$ 58,650	\$ 64,400	\$ 64,125	\$ (275)	-0.43%
Materials & Supplies	\$ 116,200	\$ 106,948	\$ 106,368	\$ (580)	-0.54%
Contractual	\$ 765,552	\$ 764,219	\$ 833,862	\$ 69,643	9.11%
Capital Outlay	\$ 68,320	\$ 130,855	\$ 126,892	\$ (3,963)	-3.03%
Other	\$ -	\$ -	\$ -	\$ -	N/A
TOTAL:	\$ 1,727,343	\$ 1,822,001	\$ -1,879,634	\$ 57,633	3.16%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Fund: General 0001 Department: Facilities Management 0041 Program: Law and Justice Center 0050

Highlights of the Recommended Budget:

REVENUE:

The Facilities Management - Law and Justice Center program budget is a self-balancing program within the General Fund. The program's revenue fully funds the maintenance and operating expenses of the Law and Justice Center.

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The primary revenue source is the reimbursement received from the Public Building Commission for the maintenance and operation of the Building. Pursuant to the Lease Agreement with the Public Building Commission, the County is responsible for the maintenance and operation of the Law and Justice Center. The County Board annually levies an amount sufficient to pay the Additional Rent to the Public Building Commission (Fund 0162). This payment is equal to the amount to be reimbursed to the County for the maintenance and operating expenses of the Law and Justice Center. The line-item account PBC L & J Reimbursement (450.0009) is budgeted at **\$1,871,434** in the FY'2005 Recommended Budget. This represents a 2.97% increase over the FY'2004 Adopted Budget amount of \$1,817,411.

The other revenue source is the reimbursement for custodial services provided by Facilities Management personnel to the Coroner's Office for cleaning the morgue on weekends and after hours.

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2005 Recommended Budget.

(2)

Materials and Supplies:

All Materials and Supplies line item accounts have been budgeted in the FY'2005 Recommended Budget at the same level or less as in the FY'2004 Adopted Budget with the following exception:

601.0001 Clothing/Employees: This line item account has decreased from \$2280 in the FY'2004 Adopted Budget to \$1500 in the FY'2005 Recommended Budget. This decrease is based on a review of the anticipated expenses to be incurred in 2005 for the purchase of work clothes (shirts, winter jump suits, winter boots) for the maintenance and custodial staff.

608.0001 Gasoline/Oil/Diesel Fuel: This line item account has increased from \$2700 in the FY'2004 Adopted Budget to \$2900 in the FY'2005 Recommended Budget. This increase is based on the increase in the price per gallon for gasoline, which is driven by the increase in the price per barrel for crude oil.

Contractual:

All Contractual line item accounts have been budgeted in the FY'2005 Recommended Budget at the same level or less as in the FY'2004 Adopted Budget with the following exceptions:

744.0001 Maintenance Buildings/Grounds: This line item account has increased from \$51,000 in the FY'2004 Adopted Budget to \$133,162 in the FY'2005 Recommended Budget. This line item includes funding for the following expenses:

- Chiller Maintenance: \$ 6,000.00
- Fan and Pump Maintenance: \$ 3,000.00
- Fire Extinguisher Maintenance: \$ 2,000.00
- IS Halon Maintenance: \$ 520.00
- Jail Kitchen Ansul Maintenance: \$ 410.00
- Roof maintenance: \$ 5,000.00
- Generator Maintenance: \$ 2,300.00
- Carpet and Tile Maintenance: \$12,000.00
- Plumbing Maintenance: \$ 4,000.00
- Grease Trap Cleaning: \$ 1,500.00
- Kitchen Hood Cleaning: \$ 1,200.00

(3)

- CFC Reduction:	\$ 2,500.00
- Exterior Maintenance:	\$ 3,000.00
- Outside Services:	\$ 6,000.00
- Sprinkler Test:	\$ 900.00
- Install Solid State Controls on Passenger Elevators 1 & 2:	\$14,868.00
- Install New Maxton Valve on Hydraulic Passenger Elevators 3 & 4:	\$13,664.00
- Hi-Ross Air Conditioning Unit:	\$52,000.00
- State of Illinois Inspection Fees:	\$ 2,300.00
Total:	\$133,162.00

750.0001 Equipment Maintenance Contracts: This line item account has increased from \$122,349 in the FY'2004 Adopted Budget to \$130,883 in the FY'2005 Recommended Budget. This line item includes funding for the following equipment maintenance contracts:

- Simplex Control Systems (Jail & Fire Alarm):	\$87,905.00
- Kone Elevator Maintenance:	\$38,328.00
- Pitney Bowes Postage Meter:	\$ 4,650.00
Total:	\$130,883.00

764.0001 Laundry and Cleaning: This line item account has increased from \$500 in the FY'2004 Adopted Budget to \$3880 in the FY'2005 Recommended Budget. This line item includes funding cleaning the work clothes for the Maintenance and Custodial employees.

769.0001 Interest Expense: This line item account has been added in the FY'2005 Recommended Budget. This line item includes the interest expense on the Lease-Purchase Agreement for the X-ray screening device in the Law and Justice Center lobby.

(4)

Capital:

801.0001 Capital Improvements: This line item account includes the following capital improvement projects: Replace the roof over the Linear Jail: \$65,000.00.

832.0001 Purchase of Furnishings/Office Equipment: This line item account includes the following furniture and equipment expense: purchase of new and replacement office furniture and equipment for the offices in the Law and Justice Center. Since the Public Building Commission bond issue paid for the original office furniture and equipment in the Law and Justice Center, through the Operations and Maintenance agreement, the Public Building Commission purchases new furniture and equipment and replaces office furniture and equipment for the offices and departments in the Law and Justice Center.

832.0002 Lease/Purchase Office Equipment: This line item account includes funding for the principal payment on the X-ray screening device in the Law and Justice Center lobby.

835.0001 Purchase of Kitchen/Laundry Equipment: This line item account includes funding for the purchase of commercial quality toaster and meat slicer for the jail.

838.0001 Purchase of Machinery/Equipment: This line item account includes funding for the purchase of a new Quincy Environmental Control Air System to replace original system installed when Law and Justice Center was constructed in 1975-1976.

840.0001 Purchase of Vehicles: This line item account includes funding for the purchase of a used minivan for use as the Mail Courier vehicle between the County facilities and for use by Facilities Management staff for other deliveries.

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

Fund:	General 0001	Department:	Facilities Management- Government Center	Pages:	131 -- 133
CATEGORY	FY 2003 BUDGET	FY 2004 BUDGET	RECOMMENDED FY 2005 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2004
Revenue	\$ 260,230	\$ 430,248	\$ 744,736	\$ 314,488	73.09%
Salaries	\$ 28,756	\$ 93,148	\$ 268,036	\$ 174,888	187.75%
Fringe Benefits	\$ 2,550	\$ 10,500	\$ 28,500	\$ 18,000	171.43%
Materials & Supplies	\$ 19,900	\$ 26,980	\$ 47,130	\$ 20,150	74.68%
Contractual	\$ 209,024	\$ 296,620	\$ 394,070	\$ 97,450	32.85%
Capital Outlay	\$ -	\$ 3,000	\$ 7,000	\$ 4,000	N/A
Other	\$ -	\$ -	\$ -	\$ -	N/A
TOTAL:	\$ 260,230	\$ 430,248	\$ 744,736	\$ 314,488	73.09%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Fund: General 0001 Department: Facilities Management 0041 Program: Government Center 0115

Highlights of the Recommended Budget:

REVENUE:

The Facilities Management – Government Center program budget is a self-balancing program within the General Fund. The program's revenue is expected to fully fund the maintenance and operating expenses of the Government Center. The County's primary revenue source is the reimbursement received from the Public Building Commission for the maintenance and operation of the Building. Pursuant to the Lease Agreement with the Public Building Commission, the County is responsible for the maintenance and operation of the Government Center. The County Board annually levies an amount sufficient to pay the Additional Rent to the Public Building Commission (Fund 0162). This payment is equal to the amount to be reimbursed to the County for the maintenance and operating expenses of the Government Center.

The line-item account PBC L & J Reimbursement (450.0009) is budgeted at **\$311,800.00** in the FY'2005 Recommended Budget. PLEASE NOTE: this line item amount should be amended to **\$321,076.00**. In the Government Center FTE Staffing, the position of Mail Processing Clerk at 1.0 FTE is included in FY'2005. This position provides mail pick-up and delivery only for the County offices and departments located in the Government Center. Therefore, the expense of this position should be funded entirely by the County $(\$311,800 - (\$12,852 + \$1425) = \$297,523 + (\$25,703 + \$2850) - \$5000 = \$321,076.00$). In addition, the expense for the Property Tax line item can be reduced by \$10,000, thereby reducing the expense by \$5000 for the County and City. The City of Bloomington line item amount should be amended to **\$302,023.00**. The City of Bloomington is responsible for the maintenance and operation of the Government Center Parking Lot. The City's Finance Department has requested that \$16,498.00 be added to the Facilities Management – Government Center budget to cover routine maintenance and the repair and replacement of asphalt in this parking lot $(\$304,800 - (\$12,852 + \$1425) = \$290,523 - \$5000 + \$16,500 = \$302,023.00)$.

(2)

National City Bank leases the entire 3rd floor and a portion of the basement. National City Bank pays \$128,136.00 in rent for the space they occupy. Please note that National City has an option to renew their lease for an additional five years. However, the rent per square foot can be renegotiated by the landlord when National City exercises their renewal option.

EXPENDITURES:

Personnel:

The FTE Staffing level for the Government Center during FY'2005 has been increased to reflect the annualized staffing level required to provide maintenance and custodial services to the County and City offices and departments.

Materials and Supplies:

All Materials and Supplies line item accounts have been budgeted in the FY'2005 Recommended Budget based on the anticipated annualized expense of maintaining and operating the building for 12 months. Several new line-item accounts have been added (see accounts highlighted with a **) to account for expenses to be incurred during FY'2005.

621.0001 Operational Supplies: This line item account has increased from \$5400 in the FY'2004 Adopted Budget to \$7400 in the FY'2005 Recommended Budget. This increase is based on the annualized expense for purchasing supplies for the maintenance and custodial staff.

624.0001 Cleaning Supplies: This line item account has increased from \$5000 in the FY'2004 Adopted Budget to \$19,000 in the FY'2005 Recommended Budget. This increase is based on the annualized expense for purchasing cleaning supplies for the custodial staff.

625.0001 Building/Grounds/Equipment Supplies: This line item account has increased from \$14,500 in the FY'2004 Adopted Budget to \$28,500 in the FY'2005 Recommended Budget. Please note that the FY'2005 expense has been increased since the FY'2005 Recommended Budget was presented. This increase is based on the annualized expense for purchasing building/grounds/equipment supplies for the maintenance staff. The proposed increase includes the City's request for \$10,500 for Landscape and Parking maintenance and for snow removal and deicing during the winter months.

(3)

Contractual Services:

All Contractual line item accounts have been budgeted in the FY'2005 Recommended Budget based on the anticipated annualized expense of maintaining and operating the building for 12 months. Several new line-item accounts have been added (see accounts highlighted with a **) to account for expenses to be incurred during FY'2005.

706.0001 Contract Services: This line item has increased from \$30,800 in the FY'2004 Adopted Budget to \$50,400 in the FY'2005 Recommended Budget. This line item includes the expense for the contract cleaning services that National City Bank has hired to clean their office space on the third floor. Pursuant to the Lease Agreement, this expense is to be paid by the building owner/manager.

709.0001 Garbage Disposal Services: This line item account has increased from \$500 in the FY'2004 Adopted Budget to \$2700 in the FY'2005 Recommended Budget. This increase is based on the annualized expense for garbage disposal services.

744.0001 Maintenance Buildings/Grounds: This line item account has increased from \$6,500 in the FY'2004 Adopted Budget to **\$25,000** in the FY'2005 Recommended Budget. The proposed increase includes the City's request for \$6000 for asphalt parking lot maintenance. This increase is based on the following expenses:

- Chiller Maintenance	\$4200
- Fan and Pump Maintenance	\$ 324
- Fire Extinguisher Maintenance	\$ 176
- Outside Services	\$2500
- CFC Reduction	\$2000
- Generator Maintenance	\$2300
- Roof Maintenance	\$2500
- Carpet and Tile Maintenance	\$2000
- Plumbing Maintenance	\$3000
- Asphalt Parking Lot Maintenance	\$6000
Total:	\$25,000

(4)

750.0001 Equipment Maintenance Contracts: This line item account has been budgeted at \$13,770 in the FY'2005 Recommended Budget - the same amount as in the FY'2004 Adopted Budget. This increase is based on the following expenses:

- ADT Security	\$ 450
- Kone Elevator Service	\$11,680
- ADT Fire Alarm Monitoring	\$ 444
- Simplex	\$ <u>1,196</u>
Total:	\$13,770

767.0001 Property Taxes: This line item account has been budgeted at \$30,000 in the FY'2005 Recommended Budget - the same amount as in the FY'2004 Adopted Budget. Based on the actual property tax bill received in 2004, this line item can be decreased from \$30,000 to \$20,000.

795.0001 Electric Service: This line item account has increased from \$144,700 in the FY'2004 Adopted Budget to \$224,800 in the FY'2005 Recommended Budget. This increase is based on the annualized expense for electric service.

795.0002 Gas Service: This line item account has increased from \$30,000 in the FY'2004 Adopted Budget to \$43,000 in the FY'2005 Recommended Budget. This increase is based on the annualized expense for natural gas service.

795.0004 Water Service: This line item account has increased from \$2000 in the FY'2004 Adopted Budget to \$6000 in the FY'2005 Recommended Budget. This increase is based on the annualized expense for water service.

Capital Outlay:

840.0001 Purchase of Furnishings/Office Equipment: This line item account includes funding for the purchase of the following items for County offices in the Government Center: New Office Chairs in Treasurer's Office - \$1000; New Desk and Hutch in County Clerk's Office - \$1750; New Desk and Chair in Information Services - \$1500; Carpet Runner inside County Clerk's Office vault - \$1750; Contingency - \$1000.

		Fund 0001 General Dept. 0041 Facilities Management Prog. 0115 Government Center						
<u>Acct</u>	<u>Class</u>	<u>Grade</u>	<u>Class Name</u>	<u>2003 FTE</u>	<u>2004 FTE</u>	<u>2005 FTE</u>	<u>2004 Budget</u>	<u>2005 Budget</u>
0503	7144	07	Building Maintenance Mech II	1.00	1.00	1.00	\$29,475	\$31,021
0503	7143	05	Building Maintenance Mechanic I	0.00	0.25	0.50	\$6,202	\$14,791
0503	0007	04	Mail Processing Clerk	0.00	0.25	1.00	\$5,770	\$25,703
0503	7142	04	Building Maintenance Worker	0.00	0.25	0.50	\$5,769	\$12,568
0503		04	Visitor Aide	0.00	0.00	1.00	\$0	\$23,910
0516		04	Visitor Aide	0.00	0.00	0.25	\$0	\$5,977
0503	7131	03	Custodian	0.00	2.00	6.00	\$42,932	\$133,445
0516	7131	03	Custodian	0.00	0.03	0.50	\$500	\$11,120
0526	0001		Overtime				\$2,500	\$9,500
Totals:				1.00	3.78	10.75	\$93,148	\$268,036

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

Fund:	Law & Justice 0161 Debt Service	Department: Law & Justice Center 0050	Pages:	232 -- 233	
CATEGORY	FY 2003 BUDGET	FY 2004 BUDGET	RECOMMENDED FY 2005 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2004
Revenue	\$ 2,115,613	\$ 2,115,613	\$ 2,115,613	\$ -	0.00%
Salaries	\$ -	\$ -	\$ -	\$ -	N/A
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	N/A
Materials & Supplies	\$ -	\$ -	\$ -	\$ -	N/A
Contractual	\$ 2,115,613	\$ 2,115,613	\$ 2,115,613	\$ -	0.00%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	N/A
Other	\$ -	\$ -	\$ -	\$ -	N/A
TOTAL:	\$ 2,115,613	\$ 2,115,613	\$ -2,115,613	\$ -	0.00%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Fund: Law & Justice Building Debt Service 0161

Department: Law and Justice Building
Law and Justice Center

Highlights of the Recommended Budget:

The Law and Justice Building Debt Service Fund 0161 is the Special Revenue Fund which is used to levy a property tax equal to the annual debt service payment due to the Public Building Commission for the Certificates of Participation which were issued in 1991 to finance the additions to the Law and Justice Center.

Pursuant to the Ordinance approved by the County Board, the County Board annually levies an amount sufficient to pay the annual debt service due to the Public Building Commission. In 1991, the PBC restructured the original Series 1987A and 1988B tax-exempt bond issue by issuing Certificates of Participation. The line-item account Public Building Commission Reimbursement (768.0001) is budgeted at \$2,115,613 in the FY'2005 Recommended Budget. This represents a 0% increase over the FY'2004 Adopted Budget amount of \$2,115,613.

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

Fund:	Government Center Debt Service	Department: Government Center Debt Service 0115	Pages: 234 -- 235		
CATEGORY	FY 2003 BUDGET	FY 2004 BUDGET	RECOMMENDED FY 2005 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2004
Revenue	\$ 293,093	\$ 293,093	\$ 407,593	\$ 114,500	39.07%
Salaries	\$ -	\$ -	\$ -	\$ -	N/A
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	N/A
Materials & Supplies	\$ -	\$ -	\$ -	\$ -	N/A
Contractual	\$ 293,093	\$ 293,093	\$ 407,593	\$ 114,500	39.07%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	N/A
Other	\$ -	\$ -	\$ -	\$ -	N/A
TOTAL:	\$ 293,093	\$ 293,093	\$ 407,593	\$ 114,500	39.07%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Fund: Public Building Commission Lease 0161

Department: Government Center

Highlights of the Recommended Budget:

The Government Center Building Debt Service Fund 0161 is the Special Revenue Fund which is used to levy a property tax equal to the annual debt service payment due to the Public Building Commission for the General Obligation Bonds which were issued in 2002 to finance the purchase and remodeling of the Government Center Building.

Pursuant to the Ordinance approved by the County Board, the County Board annually levies an amount sufficient to pay the annual debt service due to the Public Building Commission. The line-item account Public Building Commission Reimbursement (768.0001) is budgeted at \$407,593.00 in the FY'2005 Recommended Budget. This represents a 39% increase over the FY'2004 Adopted Budget amount of \$293,093.00. This increase is attributable to the debt service in the amount of \$114,500.00 on the second PBC bond issue for the improvements to the mechanical systems.

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

Fund:	Law & Justice Rent	Department: Law & Justice Center 0050	Pages:	238 -- 239	
CATEGORY	FY 2003 BUDGET	FY 2004 BUDGET	RECOMMENDED FY 2005 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2004
Revenue	\$ 1,723,833	\$ 1,817,411	\$ 1,871,434	\$ 54,023	2.97%
Salaries	\$ -	\$ -	\$ -	\$ -	N/A
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	N/A
Materials & Supplies	\$ -	\$ -	\$ -	\$ -	N/A
Contractual	\$ 1,723,833	\$ 1,817,411	\$ 1,871,434	\$ 54,023	2.97%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	N/A
Other	\$ -	\$ -	\$ -	\$ -	N/A
TOTAL:	\$ 1,723,833	\$ 1,817,411	\$ 1,871,434	\$ 54,023	2.97%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Fund: Law & Justice Building Rent 0162

Department: Law and Justice Building
Law and Justice Center

Highlights of the Recommended Budget:

The Facilities Management - Law and Justice Center program budget is a self-balancing program within the General Fund. The program's revenue fully funds the maintenance and operating expenses of the Law and Justice Center. The Law and Justice Building Rent, Fund 0162, is the Special Revenue Fund which is funds the maintenance and operating expenses of the Law and Justice Center.

Pursuant to the Lease Agreement with the Public Building Commission, the County is responsible for the maintenance and operation of the Law and Justice Center. The County Board annually levies an amount sufficient to pay the Additional Rent to the Public Building Commission (Fund 0162). This payment is equal to the amount to be reimbursed to the County for the maintenance and operating expenses of the Law and Justice Center. The line-item account Public Building Commission Reimbursement (768.0001) is budgeted at \$1,871,434.00 in the FY'2005 Recommended Budget. This represents a 2.97% increase over the FY'2004 Adopted Budget amount of \$1,817,411.00.

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

CATEGORY	Fund: Gov't Center Rent		Department: Government Center 0115		AMOUNT OF INCREASE	% INCREASE OVER FY 2004
	FY 2003 BUDGET	FY 2004 BUDGET	FY 2005 BUDGET	RECOMMENDED FY 2005 BUDGET		
Revenue	\$ 58,115	\$ 151,056	\$ 311,800	\$ 311,800	\$ 160,744	106.41%
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Materials & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Contractual	\$ 58,115	\$ 151,056	\$ 311,800	\$ 311,800	\$ 160,744	106.41%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Other	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
TOTAL:	\$ 58,115	\$ 151,056	\$ 311,800	\$ 311,800	\$ 160,744	106.41%

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Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Fund: Government Center Rent 0162

Department: Government Center
Operations & Maintenance

Highlights of the Recommended Budget:

The Facilities Management - Government Center program budget is a self-balancing program within the General Fund. The program's revenue fully funds the maintenance and operating expenses of the Government Center. The Government Center Rent, Fund 0162, is the Special Revenue Fund, which funds the maintenance and operating expenses of the Government Center.

Pursuant to the Lease Agreement with the Public Building Commission, the County is responsible for the maintenance and operation of the Government Center. The County Board annually levies an amount sufficient to pay the Additional Rent to the Public Building Commission (Fund 0162). This payment is equal to the amount to be reimbursed to the County for the maintenance and operating expenses of the Government Center. The line-item account Public Building Commission Reimbursement (768.0001) is budgeted at \$311,800.00 in the FY'2005 Recommended Budget. This represents a 106.4% decrease over the FY'2004 Adopted Budget amount of \$151,056.00.

PLEASE NOTE: The FY'2005 Recommended Budget amount needs to be amended to reflect the additional expenses to be included in the Government Center Maintenance and Operations budget. The line-item account Public Building Commission Reimbursement (768.0001) should be amended to **\$321,076.00** in the FY'2005 Recommended Budget. This represents a 112.6% increase over the FY'2004 Adopted Budget amount of \$170,020.00.