



PROPERTY COMMITTEE AGENDA

Room 700, Law and Justice Center

Thursday, October 3, 2002

4:00 P.M.

1. Roll Call.
2. Chairman's Approval of Minutes – September 5, 2002 and September 17, 2002
3. Departmental Matters:
 - A. Don Lee, Administrator, Nursing Home
 - 1) Items to be Presented for Information:
 - a) Schedule of bid process for janitorial products,
paper/plastic supplies 3
 - b) General Report
 - c) Other
 - B. Bill Gamblin, Administrator, Emergency Telephone Systems Board
 - 1) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - C. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request for Approval of Revised
Tenant Lease Agreements for
Fiscal Year 2003:
 - (1) United Way of McLean County 4-17
 - (2) Veterans Assistance Commission 18-28
 - (3) PATH Crisis Center 29-40
 - (4) Regional Office of Education 41-53
 - (5) GED Adult Education Literacy Program 54-65
 - (6) YWCA of McLean County 66-78
 - (7) Board of Election Commissioners –
City of Bloomington 79-90
 - (8) Institute for Collaborative Solutions, Inc. 91-102
 - (9) Children's Advocacy Center 103-115

- b) Request Approval of Farnsworth Group Report on Design and Costs to Replace Exterior Envelope of 200 West Front Street Building
- 2) Items to be Presented for Information:
 - a) Report on filing of Illinois Public Museums Grant Program Application
 - b) General Report
 - c) Other

116-127

D. John M. Zeunik, County Administrator

- 1) Items to be Presented for Information:
 - a) Schedule of Committee Meetings for Review of Fiscal Year 2003 Recommended Budget
 - b) General Report
 - c) Other

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

DATE: September 17, 2002
TO: John Zeunik, County Administrator
FROM: Sharon Van Note, Director of Domestic Services
RE: Schedule of bid process for janitorial products,
paper/plastic supplies.

SEPT. 18 - Mail specs and letters to department heads
pertaining to first meeting.

SEPT. 25 - 1:30 p.m. meeting with department heads to
review.

SEPT. 25 - Revise specs back from department heads

SEPT. 30 - Ad in Pantagraph advertising for bids.

SEPT. 30 - Send bids and post cards out to vendors.

OCT. 14 - Bids returned from vendors by 2:00 p.m.

OCT. 16 - 2:00 p.m. - bids opened at the McLean County
Nursing Home.

NOV. 07 - Property Committee approval.

SV/lh



FACILITIES MANAGEMENT
(309) 888-5192 FAX (309) 888-5209
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

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

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

Date: September 23, 2002

Subj: **Renewal of Tenant Leases for 2003**

Attached for your kind review and consideration please find nine (9) tenant lease renewals for the year 2003. The current leases for these nine tenants will expire on December 31, 2002. The tenants whose leases will expire at the end of this year include:

McBarnes Memorial Building:

United Way of McLean County
Veterans Assistance Commission
PATH Crisis Center

Fairview Building:

Regional Office of Education for McLean/DeWitt/Livingston Counties
G.E.D. Adult Education Literacy Program
YWCA of McLean County

McLean County Health Department Building:

Bloomington Board of Election Commissioners
Institute for Collaborative Solutions (CSI)
Children's Advocacy Center (CAC)

We have budgeted in the Recommended McLean County Budget for FY 2003 the lease dollars contained in the attached lease renewals. Mr. Eric Ruud, Chief Civil Assistant States Attorney, has reviewed these leases and states they are consistent with prior lease agreements.

We, therefore, request and recommend approval of the Property Committee of the attached lease renewals for these seven tenants, and that this matter be placed as an action agenda item for the October 15, 2002, McLean County Board meeting. Thank you for your kind consideration of this matter.

LEASE AGREEMENT

Between

THE COUNTY of McLEAN

As Landlord

And

UNITED WAY OF McLEAN COUNTY

As Tenant,

For

Office Space Located on the First Floor of
200 East Grove Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenants' Use and Operation.</u>	1
4. <u>Utilities.</u>	1
5. <u>Building Common Areas.</u>	1
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	2
9. <u>Insurance and Indemnity.</u>	2
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	4
14. <u>Hazardous Material.</u>	4
15. <u>Condemnation.</u>	5
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	6
19. <u>Default.</u>	6
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	8
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	9
28. <u>Non-Affiliation Clause.</u>	9
Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the United Way of McLean County, (hereinafter referred to as "UNITED WAY"), as tenant, desire to continue a lease agreement for office space consisting of 2,835 s.f. located on the first floor and 828 s.f. of the contiguous basement storeroom space located directly below the first floor tenant space of the McBarnes Memorial Building, 201 E. Grove 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, the parties expressly agree that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2003, and terminates on December 31, 2003.
2. **Rent.**
 - a. Rent shall be \$9,809.51 per year, payable in twelve equal monthly installments of \$817.46.
 - b. All rent payments shall be mailed to the below address:
**McLean County Treasurer
104 W. Front Street, Suite 706
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.** UNITED WAY shall use the aforementioned leased premises only for the purposes of its general business office. UNITED WAY 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. UNITED WAY shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** Incorporating all of the foregoing, UNITED WAY agrees to pay its proportionate share of all utilities and maintenance expenses for the leased premises, and further, UNITED WAY agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.
5. **Building Common Areas.** UNITED WAY 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 UNITED WAY 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 UNITED WAY employees, agents, or clients. UNITED WAY 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. UNITED WAY shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. UNITED WAY shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

7. **Parking.** COUNTY shall provide no parking for UNITED WAY.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by UNITED WAY 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 UNITED WAY 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 UNITED WAY certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by UNITED WAY 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 UNITED WAY that UNITED WAY 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. UNITED WAY 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.** UNITED WAY 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. UNITED WAY shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting UNITED WAY against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** UNITED WAY 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 UNITED WAY in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from UNITED WAY business. UNITED WAY's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after UNITED WAY is given written request for same. COUNTY shall bill UNITED WAY without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** UNITED WAY 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 UNITED WAY 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. UNITED WAY 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. UNITED WAY shall furnish COUNTY additional certificates of UNITED WAY'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

Page four

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.** UNITED WAY 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 UNITED WAY 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.** UNITED WAY 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.** UNITED WAY 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 UNITED WAY, its agents, employees, invitees, clients, or licensees,
- (i) UNITED WAY shall immediately notify COUNTY of the event;
 - (ii) UNITED WAY shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) UNITED WAY shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) UNITED WAY shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) UNITED WAY 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.** UNITED WAY expressly covenants and agrees that the duties, obligations, and liabilities of UNITED WAY under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon **UNITED WAY 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 UNITED WAY 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 UNITED WAY 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 UNITED WAY, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or UNITED WAY to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor UNITED WAY 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 UNITED WAY 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 UNITED WAY 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 UNITED WAY shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of UNITED WAY shall be appointed by reason of UNITED WAY's insolvency or inability to pay its debts, or if any assignment shall be made of UNITED WAY'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 UNITED WAY hereunder, by giving UNITED WAY notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** UNITED WAY 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 UNITED WAY 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 UNITED WAY is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if UNITED WAY shall abandon or vacate the premises during the term of this lease, or if UNITED WAY 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 UNITED WAY have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

Page seven

- 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 UNITED WAY 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 UNITED WAY to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate UNITED WAY's right of possession and repossess the leased premises without demand or notice of any kind to UNITED WAY, in which case COUNTY may relet all or any part of the leased premises. UNITED WAY shall be responsible for all costs of reletting. UNITED WAY shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of UNITED WAY'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, UNITED WAY 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 UNITED WAY's cost and expense, remove from the property all signs, symbols and trademarks pertaining to UNITED WAY's business and repair any damages caused by such removal; and
- b. If UNITED WAY 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 UNITED WAY left upon the leased premises in any manner that COUNTY shall choose without incurring liability to UNITED WAY or to any other person. The failure of UNITED WAY to remove any property from the leased premises

Page eight

shall forever bar UNITED WAY 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 UNITED WAY 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 UNITED WAY.
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
104 W. Front Street, Suite 701
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 UNITED WAY:

Executive Director
UNITED WAY of McLean County
201 E. Grove Street, 1st 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 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.

Page nine

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 UNITED WAY unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
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.

Page ten

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 15th day of October, 2002.

APPROVED:

**UNITED WAY OF McLEAN
COUNTY**

COUNTY OF McLEAN

By: _____

**By: _____
Chairman, McLean County Board**

ATTEST:

By: _____

**By: _____
Clerk of the McLean County Board**

UNITEDWAY03.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

Veterans Assistance Commission

As Tenant,

For

Office Space Located on the First Floor of
200 East Grove Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenants' Use and Operation.</u>	1
4. <u>Building Common Areas.</u>	1
5. <u>Maintenance and Repair.</u>	1
6. <u>Parking.</u>	2
7. <u>Alterations.</u>	2
8. <u>Conduct.</u>	2
9. <u>Signs.</u>	2
10. <u>Estoppel.</u>	2
11. <u>Access to Premises.</u>	3
12. <u>Hazardous Material.</u>	3
13. <u>Condemnation.</u>	4
14. <u>Destruction.</u>	4
15. <u>Insolvency.</u>	4
16. <u>Assignment and Subletting.</u>	4
17. <u>Default.</u>	5
18. <u>Termination; Surrender of Possession.</u>	5
19. <u>Waiver.</u>	6
20. <u>Notices.</u>	6
21. <u>Agency.</u>	7

22. <u>Partial Invalidity.</u>	7
23. <u>Holding Over.</u>	7
24. <u>Successors.</u>	7
25. <u>Right to Terminate.</u>	7
26. <u>Non-Affiliation Clause.</u>	7
Approval Signatures	8

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 continue a lease agreement for 1,022 s.f. of office space located on the first floor of the McBarnes Memorial Building, 201 E. Grove 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, 2003, and terminates on December 31, 2003.

2. **Rent.**
 - a. Rent shall be \$3,790.40 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
104 W. Front Street, Suite 706
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 adjoining 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

Page two

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.

Page four

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

Page six

- (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
104 W. Front Street, Suite 701
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
201 E. Grove Street, 1st 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.

Page eight

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 15th day of October, 2002.

APPROVED:

**VETERANS ASSISTANCE
COMMISSION**

COUNTY OF McLEAN

By: _____

**By: _____
Chairman, McLean County Board**

ATTEST:

By: _____

**By: _____
Clerk of the McLean County Board**

VAC03.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

PATH Crisis Center

As Tenant,

For

Office Space Located on the Second Floor of
200 East Grove Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenants' Use and Operation.</u>	2
4. <u>Utilities.</u>	2
5. <u>Building Common Areas.</u>	2
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	2
9. <u>Insurance and Indemnity.</u>	3
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	4
14. <u>Hazardous Material.</u>	5
15. <u>Condemnation.</u>	6
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	6
19. <u>Default.</u>	7
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	9
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	9
28. <u>Non-Affiliation Clause.</u>	9
Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and PATH Crisis Center, (hereinafter referred to as "PATH"), as tenant, desire to continue a lease agreement for office space consisting of 3,728 s.f. located on the second floor of the McBarnes Memorial Building, 201 E. Grove 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, 2003, and terminate on December 31, 2003.
2. **Rent.**
 - a. Rent shall be \$11,481.08 per year, payable in twelve equal monthly installments of \$956.76.
 - b. All rent payments shall be mailed to the below address:
**McLean County Treasurer
104 W. Front Street, Suite 706
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.** PATH shall use the aforementioned leased premises only for the purposes of its general business office. PATH 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. PATH shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** Incorporating all of the foregoing, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the leased premises, and further, PATH agrees to pay its proportionate share of all utilities and maintenance expenses for the common areas of BUILDING.
5. **Building Common Areas.** PATH 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 PATH employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

Page two

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 PATH employees, agents, or clients. PATH 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. PATH shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. PATH shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

7. **Parking.** COUNTY shall provide no parking for PATH.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by PATH 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 PATH 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 PATH certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by PATH 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 PATH that PATH 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. PATH 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.** PATH 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. PATH shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting PATH against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** PATH 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 PATH in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from PATH business. PATH's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after PATH is given written request for same. COUNTY shall bill PATH without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** PATH 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 PATH 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. PATH 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. PATH shall furnish COUNTY additional certificates of PATH'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.

Page four

10. **Conduct.** PATH 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 PATH 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.** PATH 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.** PATH 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 PATH, its agents, employees, invitees, clients, or licensees,

Page five

- (i) PATH shall immediately notify COUNTY of the event;
 - (ii) PATH shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) PATH shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) PATH shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) PATH 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.** PATH expressly covenants and agrees that the duties, obligations, and liabilities of PATH under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon PATH 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 PATH 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 PATH 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 PATH, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or PATH recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor PATH 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 PATH 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 PATH 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 PATH shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of PATH shall be appointed by reason of PATH's insolvency or inability to pay its debts, or if any assignment shall be made of PATH'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 PATH hereunder, by giving PATH notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** PATH 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 PATH 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 PATH is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if PATH shall abandon or vacate the premises during the term of this lease, or if PATH 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 PATH 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 PATH 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 PATH to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate PATH's right of possession and repossess the leased premises without demand or notice of any kind to PATH, in which case COUNTY may relet all or any part of the leased premises. PATH shall be responsible for all costs of reletting. PATH shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.

Page seven

- c. Have specific performance of PATH'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, PATH 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 PATH's cost and expense, remove from the property all signs, symbols and trademarks pertaining to PATH's business and repair any damages caused by such removal; and
- b. If PATH 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 PATH left upon the leased premises in any manner that COUNTY shall choose without incurring liability to PATH or to any other person. The failure of PATH to remove any property from the leased premises shall forever bar PATH 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 PATH 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 PATH.

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:

Page eight

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
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 PATH:

Executive Director
PATH Crisis Center
201 E. Grove Street, 2nd 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 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.

Page nine

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 PATH unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
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 15th day of October, 2002.

APPROVED:

PATH CRISIS CENTER

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

PATH03.Doc

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**

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Capital Improvement Fund.</u>	1
4. <u>Tenant's Use and Operation.</u>	2
5. <u>Building Common Areas.</u>	2
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	3
8. <u>Alterations.</u>	3
9. <u>Insurance and Indemnity.</u>	3
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	5
13. <u>Access to Premises.</u>	5
14. <u>Hazardous Material.</u>	5
15. <u>Condemnation.</u>	6
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	7
19. <u>Default.</u>	7
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	9
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	10
28. <u>Non-Affiliation Clause.</u>	10
Approval Signatures	10

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, 2003, and terminate on December 31, 2003.

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 \$37,940.05. 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
104 W. Front Street, Suite 706
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 adjoining 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.

Page three

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.

Page four

- 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;

Page six

- (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

Page seven

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
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

Page nine

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.

Page ten

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 15th day of October, 2002.

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

ROE03.Doc

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

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenant's Use and Operation.</u>	1
4. <u>Building Common Areas.</u>	1
5. <u>Maintenance and Repair.</u>	2
6. <u>Parking.</u>	2
7. <u>Alterations.</u>	2
8. <u>Insurance and Indemnity.</u>	2
9. <u>Conduct.</u>	4
10. <u>Signs.</u>	4
11. <u>Estoppel.</u>	4
12. <u>Access to Premises.</u>	4
13. <u>Hazardous Material.</u>	4
14. <u>Condemnation.</u>	5
15. <u>Destruction.</u>	6
16. <u>Insolvency.</u>	6
17. <u>Assignment and Subletting.</u>	6
18. <u>Default.</u>	6
19. <u>Termination; Surrender of Possession.</u>	7
20. <u>Waiver.</u>	8
21. <u>Notices.</u>	8

22. <u>Agency.</u>	8
23. <u>Partial Invalidity.</u>	8
24. <u>Holding Over.</u>	9
25. <u>Successors.</u>	9
26. <u>Right to Terminate.</u>	9
27. <u>Non-Affiliation Clause.</u>	9
Approval Signatures	9

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, 2003, and terminate on December 31, 2003.

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 \$21,597.04. 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
104 W. Front Street, Suite 706
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 adjoining 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:

Page seven

- 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.

Page eight

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
104 W. Front Street, Suite 701
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

Page nine

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 15th day of October, 2002.

APPROVED:

**G.E.D. ADULT EDUCATION
LITERACY PROGRAM**

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

GED03.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**

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Capital Improvement Fund.</u>	1
4. <u>Tenant's Use and Operation.</u>	2
5. <u>Building Common Areas.</u>	2
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	3
9. <u>Insurance and Indemnity.</u>	3
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	5
14. <u>Hazardous Material.</u>	5
15. <u>Condemnation.</u>	6
16. <u>Destruction.</u>	6
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	7
19. <u>Default.</u>	7
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	8

22. <u>Notices.</u>	8
23. <u>Agency.</u>	9
24. <u>Partial Invalidity.</u>	9
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
27. <u>Right to Terminate.</u>	10
28. <u>Non-Affiliation Clause.</u>	10
Approval Signatures	10

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, 2003, and terminate on December 31, 2003.
2. **Rent.**
 - a. YWCA agrees to pay COUNTY \$7,440.66 for the term of this lease agreement, payable in twelve equal monthly installments of \$620.06 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
104 W. Front Street, Suite 706
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.
10. **Conduct.** YWCA 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 YWCA 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.** 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.
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 YWCA 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 YWCA 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 YWCA, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or YWCA to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor YWCA 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 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

Page seven

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:

Page eight

- (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
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

Page nine

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.

Page ten

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 15th day of October, 2002.

APPROVED:

YWCA of McLEAN COUNTY

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

YWCA03.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

**Board of Election Commissioners
City of Bloomington**

As Tenant,

For

Office Space Located on the 4th Floor of
200 W. Front Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenant's Use and Operation.</u>	1
4. <u>Utilities.</u>	1
5. <u>Building Common Areas.</u>	1
6. <u>Maintenance and Repair.</u>	2
7. <u>Parking.</u>	2
8. <u>Alterations.</u>	2
9. <u>Insurance and Indemnity.</u>	2
10. <u>Conduct.</u>	4
11. <u>Signs.</u>	4
12. <u>Estoppel.</u>	4
13. <u>Access to Premises.</u>	4
14. <u>Hazardous Material.</u>	4
15. <u>Condemnation.</u>	5
16. <u>Destruction.</u>	5
17. <u>Insolvency.</u>	6
18. <u>Assignment and Subletting.</u>	6
19. <u>Default.</u>	6
20. <u>Termination; Surrender of Possession.</u>	7
21. <u>Waiver.</u>	7

22. <u>Notices.</u>	8
23. <u>Agency.</u>	8
24. <u>Partial Invalidity.</u>	8
25. <u>Holding Over.</u>	9
26. <u>Successors.</u>	9
28. <u>Right to Terminate.</u>	9
28. <u>Non-Affiliation Clause.</u>	9
Approval Signatures	9

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the Board of Election Commissioners for the City of Bloomington (hereinafter referred to as "BEC"), as tenant, desire to continue a lease agreement for office space consisting of 2,564 s.f. located on the northeast side of the fourth floor of the 200 W. Front Street Building, 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 as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2003, and terminate on December 31, 2003.
2. **Rent.**
 - a. Rent shall be \$14,472.24 per year, payable in twelve equal monthly installments of \$1,206.02.
 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
104 W. Front Street, Suite 706
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.** BEC shall use the aforementioned leased premises only for the purposes of its general business office. BEC 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. BEC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** COUNTY shall provide all utilities except telephone and data.
5. **Building Common Areas.** BEC 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 BEC 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 BEC employees, agents, or clients. BEC 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. BEC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. BEC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide no parking stalls to BEC.
8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by BEC 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 BEC 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 BEC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by BEC 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 BEC that BEC 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. BEC 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.** BEC 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. BEC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting BEC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** BEC 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 BEC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from BEC business. BEC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after BEC is given written request for same. COUNTY shall bill BEC without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** BEC 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 BEC 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. BEC 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. BEC shall furnish COUNTY additional certificates of BEC'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

Page four

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.** BEC 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 BEC 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.** BEC 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.** BEC 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 BEC, its agents, employees, invitees, clients, or licensees,
- (i) BEC shall immediately notify COUNTY of the event;
 - (ii) BEC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) BEC shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) BEC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) BEC 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.** BEC expressly covenants and agrees that the duties, obligations, and liabilities of BEC under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon BEC 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 BEC 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 BEC 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 BEC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or BEC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor BEC 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 BEC 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 BEC 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 BEC shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of BEC shall be appointed by reason of BEC's insolvency or inability to pay its debts, or if any assignment shall be made of BEC'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 BEC hereunder, by giving BEC notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** BEC 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 BEC 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 BEC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if BEC shall abandon or vacate the premises during the term of this lease, or if BEC 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 BEC 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 BEC 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 BEC to COUNTY.

Page seven

- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate BEC's right of possession and repossess the leased premises without demand or notice of any kind to BEC, in which case COUNTY may relet all or any part of the leased premises. BEC shall be responsible for all costs of reletting. BEC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of BEC'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, BEC 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 BEC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to BEC's business and repair any damages caused by such removal; and
- b. If BEC 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 BEC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to BEC or to any other person. The failure of BEC to remove any property from the leased premises shall forever bar BEC 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 BEC 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 BEC.

Page eight

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
104 W. Front Street, Suite 701
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 BEC:

Executive Director
Bloomington Board of Election Commissioners
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 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.

Page nine

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 BEC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
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 15th day of October, 2002.

APPROVED:

**BLOOMINGTON BOARD OF
ELECTION COMMISSIONERS**

By: _____

ATTEST:

By: _____

BBECOMM03.Doc

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

**The Institute for Collaborative Solutions, Inc.
(ICS)**

as Tenant,

for

**Office Space Located on the Fourth Floor, Suite 400A of
200 West Front Street, Bloomington, Illinois**

Table of Contents

	<u>Page</u>
1. <u>Term</u>	1
2. <u>Rent</u>	1
3. <u>Tenant's Use and Operation</u>	1
4. <u>Utilities</u>	1
5. <u>Building Common Areas</u>	2
6. <u>Maintenance and Repair</u>	2
7. <u>Parking</u>	2
8. <u>Alterations</u>	2
9. <u>Insurance and Indemnity</u>	3
10. <u>Conduct</u>	4
11. <u>Signs</u>	4
12. <u>Estoppel</u>	4
13. <u>Access to the Premises</u>	4
14. <u>Hazardous Material</u>	4
15. <u>Condemnation</u>	5
16. <u>Destruction</u>	6
17. <u>Insolvency</u>	6
18. <u>Assignment and Subletting</u>	6
19. <u>Default</u>	6

20.	<u>Termination; Surrender of Possession</u>	7
21.	<u>Waiver</u>	8
22.	<u>Notices</u>	8
23.	<u>Agency</u>	8
24.	<u>Partial Invalidity</u>	8
25.	<u>Holding Over</u>	9
26.	<u>Successors</u>	9
27.	<u>Right to Terminate</u>	9
28.	<u>Non-Affiliation Clause</u>	9
	Approval Signatures	9

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the Institute for Collaborative Solutions, (hereinafter referred to as "ICS") as Tenant, desire to continue a lease agreement for office space consisting of 1,694 s.f. located on the southeast corner of the fourth floor, Suite 400-A, of the 200 West Front Street building, 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 as follows:

1. **Term.** The term of this lease agreement shall be for three (3) years to commence on **January 1, 2003**, and terminate on **December 31, 2005**.
2. **Rent.**
 - a. Rent for the first year of the lease agreement (2003) shall be **\$10,887.68** payable in twelve equal monthly installments of **\$907.31** per month.
 - b. Rent for the second year of the lease agreement (2004) shall be **\$11,214.31** payable in twelve equal monthly installments of **\$934.53** per month.
 - c. Rent for the third year of the lease agreement (2005) shall be **\$11,550.74** payable in twelve equal monthly installments of **\$962.56** per month.
 - d. All rent payments to COUNTY shall be mailed to the below address:

**McLean County Treasurer
McLean County
104 W. Front Street, Room 706
Bloomington, Illinois 61702-2400**
- d. The monthly rent payment during the entire term of this lease agreement shall be due and payable to COUNTY on the first day of each month.
3. **Tenant's Use and Operation.** ICS shall use the aforementioned leased premises only for the purposes of its general business office. ICS shall not use the premises for any unlawful, improper or immoral use, nor for any purposes or in any manner which is in violation of any present or future governmental law or regulation. ICS shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.

Page two

4. **Utilities.** COUNTY shall pay all electrical and gas utility invoices from the utility providers who service BUILDING, including the leased premises. ICS shall be responsible for the payment of any phone and data services for their leased premises.

5. **Building Common Areas:** ICS 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 ICS 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, and 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 ICS or its employees or clients. ICS 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. ICS shall keep all glass areas of the leased premises clean which are visible from the BUILDING common area hallways. ICS shall be responsible for their own custodial needs and the cost of replacement ceiling mounted light fixture lamps.

7. **Parking.** COUNTY shall provide ICS no parking stalls at BUILDING and further, ICS agrees not to park any employee vehicles in the lot adjacent to BUILDING at any time under penalty of removal of said vehicle(s) at owner's expense. The parking at BUILDING is for ICS client parking only.

8. **Alterations.** No alterations 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, with the exception of ICS displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease 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 ICS certain fixtures, trade fixtures, alterations, and additions to the leased premises which shall be removed by ICS at the expiration of this lease or any subsequent lease agreement extensions thereof. The parties hereto may also agree in writing, prior to the installation or construction or any alterations, improvements, or fixtures to the leased premises by ICS that ICS 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. ICS 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.** ICS 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. ICS shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting ICS against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. **Added Risk.** ICS 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 ICS in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from ICS business. ICS's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after ICS is given written request for same. COUNTY shall bill ICS without notice or negotiation for any rate increase.

d. **Obligation to Carry Public Liability Insurance.** ICS shall, during the entire term thereof and any subsequent lease agreement extensions, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by ICS 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. ICS 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 or any subsequent lease agreement extensions thereof. ICS shall furnish COUNTY additional certificates of insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate(s).

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.** ICS shall not cause or permit any conduct to take place within the leased premises 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 ICS 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 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 or any subsequent lease agreement extensions thereof, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
14. **Hazardous Material.**
 - a. **Prohibition.** ICS 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.** ICS 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 ICS, its agents, employees, invitees, clients, or licensees, or by the negligence of ICS, its agents, employees, invitees, clients, or licensees,

- (i) ICS shall immediately notify COUNTY of the event;
- (ii) ICS shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) ICS shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) ICS shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) ICS 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.** ICS expressly covenants and agrees that the duties, obligations, and liabilities of ICS under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon ICS 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 ICS to carry on its business in a manner comparable to which it has become accustomed, then this lease agreement shall continue, but the obligation to pay rent on the part of ICS 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 ICS, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either ICS or ICS to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor ICS 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 agreement, 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 ICS 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 ICS shall have the right to terminate this lease agreement, or any extensions thereof.

17. **Insolvency.** Neither this lease agreement 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 ICS shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of ICS shall be appointed by reason of ICS's insolvency or inability to pay its debts, or if any assignment shall be made of ICS's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any lease agreement extensions thereof, and all rights of ICS hereunder, by giving ICS notice in writing of the election of COUNTY to so terminate.

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

19. **Default.** If ICS shall fail to make any payment of rent 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 ICS is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if ICS shall abandon or vacate the premises during the term of this lease agreement, or if ICS 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 ICS, have any one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity.
 - a. Terminate this lease agreement, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final

Page seven

damages, the total amount due to be paid by ICS during the balance of the term of this lease agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by ICS to COUNTY.

- b. Without waiving its right to terminate this lease agreement, or any extensions thereof, terminate ICS's right to possession and repossess the leased premises without demand or notice of any kind to ICS, in which case COUNTY may relet all or any part of the leased premises. ICS shall be responsible for all costs of reletting. ICS shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
- c. Have specific performance of ICS 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 lease agreement extension thereof, ICS 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 agreement, 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 ICS's cost and expense, remove from the property all signs, symbols, and trademarks pertaining to ICS's business and repair any damage caused by such removal.
 - (iv) ICS agrees to attend a walk-through "punchlist" inspection tour to be conducted by COUNTY at the termination of the lease and after all property owned by ICS has been removed by ICS, for purposes of cataloging and assessing costs of any damage to BUILDING and leased premises caused by ICS.
- b. If ICS shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so at its option and recover its costs for so doing. COUNTY may, without notice, dispose of any property of ICS which remains in the leased premises in any manner that COUNTY shall choose without incurring liability to ICS or to any other person. The failure of ICS to remove any property from the leased premises shall forever bar ICS from bringing any action or asserting any liability against COUNTY with respect to such property.

Page eight

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 ICS 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 ICS.
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
104 W. Front Street, Room 701
Bloomington, Illinois 61702-2400

With copies to:

Director Facilities Management
McLean County
104 W. Front Street, Room 101
Bloomington, Illinois 61702-2400

If to ICS:

President of the Board
Institute for Collaborative Solutions
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 agreement, 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 agreement, 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

Page nine

not be affected thereby and each term, covenant or condition of this lease agreement 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 same terms and condition 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 ICS unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
27. **Right to Terminate.** Notwithstanding any other provision of this lease agreement to the contrary, either party shall have the right to terminate this lease agreement during the initial term or any subsequent 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 agreement 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 lease agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 15th day of October, 2002.

APPROVED:

Institute for Collaborative Solutions

McLean County

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

AVERTLease03.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**

Table of Contents

	<u>Page</u>
1. <u>Term</u>	1
2. <u>Tenant's Use and Operation</u>	1
3. <u>Utilities</u>	1
4. <u>Building Common Areas</u>	1
5. <u>Maintenance and Repair</u>	2
6. <u>Parking</u>	2
7. <u>Alterations</u>	2
8. <u>Insurance and Indemnity</u>	3
a. <u>Covenants to Hold Harmless</u>	3
b. <u>Fire and Casualty Insurance</u>	3
c. <u>Added Risk</u>	3
d. <u>Obligation to Carry Public Liability Insurance</u>	3
e. <u>Waiver of Subrogation Rights Under Insurance Policies</u>	4
9. <u>Conduct</u>	4
10. <u>Signs</u>	4
11. <u>Estoppel</u>	4
12. <u>Access to the Premises</u>	5
13. <u>Hazardous Material</u>	5
a. <u>Prohibition</u>	5
b. <u>Disclosure, Remediation, Liability, and Indemnification</u>	5
c. <u>Survival</u>	6
14. <u>Condemnation</u>	6
15. <u>Destruction</u>	6

16.	<u>Insolvency</u>	6
17.	<u>Assignment and Subletting</u>	7
18.	<u>Default</u>	7
19.	<u>Termination; Surrender of Possession</u>	8
20.	<u>Waiver</u>	8
21.	<u>Notices</u>	8
22.	<u>Agency</u>	9
23.	<u>Partial Invalidity</u>	9
24.	<u>Holding Over</u>	9
25.	<u>Successors</u>	9
26.	<u>Right to Terminate</u>	10
27.	<u>Non-Affiliation Clause</u>	10
	Approval Signatures	10

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 terminate the lease agreement for 2,358 s.f. of office space located on the second floor of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, and enter into a new 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, 2003**, and terminate on **December 31, 2003**.

Further, it is mutually agreed by the parties that all previous leases entered into between CAC and COUNTY are hereby null and void on the date CAC occupies the office space on the 5th floor of BUILDING.

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.

Page five

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.

Page eight

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
104 W. Front Street, Suite 701
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

Page ten

benefit of any assignee of CAC 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 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.

- 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 15th day of October, 2002.

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

CASALease03.Doc

RECEIVED
SEP 27 2002
Facilities Mgt. Div.

To: The Honorable Chairman and Members of the Property Committee
Date: Thursday, October 3, 2002
Project: McLean County Health Department Building Exterior Renovation
Subject: Report on Design and Cost Information since Sept. Committee Mtg.
Presenter: Michael J. Sparks, AIA - Farnsworth Group, Inc.

REPORT ON DESIGN AND COST INFORMATION PROGRESS SINCE SEPT. 5TH MEETING

I. Discussion of Design Development Scheme approved at Sept. 5th Committee Mtg.

On September 5, 2002, Mike Sparks, an architect with Farnsworth Group, Inc., presented a proposed design solution for the new building facade for the Health Department Building at 202 E. Front Street. Presented were two colored elevations and a wall section showing the construction of the new facade closure system (See Attachments A and B). The consensus of the Property Committee that evening was that the proposed design was acceptable based on having a compatible appearance with the Law and Justice Center Building. However, due to the increase in the estimated costs presented by Farnsworth Group, Inc., it was decided to take a second look at the proposed scheme to see if costs could be reduced to comply with the original budget estimate.

A. Description of Design Development Scheme

The design scheme that was presented to the Committee at the September 5th meeting consists of the following work.

1. Removal of Existing EIFS Panels

It is strongly recommended by Farnsworth Group, Inc. that the existing Exterior Insulation and Finish System (EIFS) panels be removed prior to the reinstallation of any new exterior cladding system. The reasons for this are as follows: 1) The panels are damaged and failing; 2) The original metal studs are not adequate to resist the wind load criteria based on current code and need to be reinforced; and 3) The supporting metal stud framing beneath the EIFS panels and the fasteners holding the studs to the steel building frame are rusting, which could result in a failure of the entire wall closure system. The EIFS must be removed in order to adequately be able to access the damage that has been done to the metal studs and fastener system over the past 26 years.

2. Inspection/Reinforcement/Replacement of metal stud framing

Once the EIFS panels have been removed, the existing metal stud framing and its attachment to the structural framing needs to be inspected, evaluated, and possibly either reinforced or replaced to ensure that the exterior enclosure is structural sound. Farnsworth Group, Inc. will be closely involved in this process to be able to review the existing conditions as they are uncovered, and provide guidance as to the necessary renovation work required.

3. Installation of new metal panel system

After the metal stud framing has been inspected and repaired/reinforced as required, the new metal panel system can be installed. A metal panel system was chosen as the preferred system by the Property Committee. As proposed by the Farnsworth Group, Inc, this system consists of three different distinct styles of metal panels: 1) a flat, insulated, vertical panel with metal battens over the joints at between 18-24 inches on center that recalls the similar vertical panels and battens on the Law and Justice Center; 2) an alternating vertical metal panel with an insulated backing used at the top floor window-level band, penthouse and entrance canopies; and 3) a textured, insulated horizontal panel at the top and intermediate bands to approximate the look of limestone from the Law and Justice Center.

4. Removal and reglazing of curtainwall window system

In our 2000 Study and Report of the Health Department Building, we noted that the original window "curtainwall" system appeared to be essentially sound, but recommended that the system be more closely evaluated by a representative of the manufacturer. Since we could not rule out the possibility that the window system is at least partially responsible for the water penetration problems the building exhibits, we explored the possibilities of either completely replacing the system or reglazing the existing system by removing the glass and reinstalling it with new seals.

Farnsworth Group, Inc. spent a great deal of time researching who the manufacturer of the existing window "curtainwall" system was so that a technical representative could be identified to aid in the evaluation of the condition of the existing system. We were able to identify the original type of curtainwall system and to establish that the system could be reglazed from the outside (it was originally glazed from the interior) to be able to replace the seals between the glass and the aluminum framing. We estimate that replacing the glazing seals in the curtainwall system would eliminate approximately 95% of the leaks attributable to the curtainwall system.

B. Cost Estimate submitted at Sept. 5th Committee Meeting

Per Farnsworth Group's Scope of Services Agreement, Mr. Sparks presented a design development phase cost estimate at the September 5th Committee Meeting. A copy of that estimate is included with this report (Attachment C). This estimate included two items which caused the total to be significantly higher than the preliminary estimate that was included in Farnsworth Group's report from 2000. The first, was the use of budgetary figures from Centria, the metal panel manufacturer for the panels used on the Law and Justice building. This budgetary number was much higher than the estimate we provided previously, approximately double due to these, and other costs, that were not included in the 2000 estimate. The other item that increased the cost of the estimate was the reglazing of the window curtainwall system, which was not included at all in the 2000 preliminary estimate.

In retrospect, the submission of this estimate at the Sept. Committee Meeting was unfortunate, as it was directly compared to the earlier estimate from two years previous that did not include all of the aspects of the later estimate. This estimate was presented

to be used as an informational tool to give realistic cost information based on the project parameters we were given and the extent of the design to that point.

II. Discussion of Progress since Sept. 5th Committee Meeting

A. Review of Alternate Metal Panel Systems

Since the largest cost of the project is the cost of the metal panel, Farnsworth Group investigated the following two ways to reduce the cost of the installation of the metal panels.

The first involves using a less expensive metal panel system that would still essential provide the same appearance as the Centria brand panels. We did an extensive search of other metal panel manufacturers and concentrated in particular on manufacturers that have local dealers/installers such as Butler, Star, Varco Pruden, and others. We were able to identify several that make similar panel styles to the Centria panels that our Sept. 5th presentation was based on so that the appearance of the new facade would be nearly the same.

The second cost-saving measure is to specify metal panel systems with dealer/installers who are local General Contractors. This saves cost in two ways - first, the dealer is able to obtain the panels at a lower cost from the manufacturer if they are allowed to bid their specific brand of panel they represent, and second, the General Contractor is also the installer so there is no installation subcontractor, or subcontractor cost mark-up, as would be the situation with an outside dealer/installer such as Centria. We were able to identify a number of local general contractors who are dealer/installers of metal panel systems:

- Felmley Dickerson is dealer/installer for Steelox;
- Cornerstone Construction is a dealer/installer for Chief Building Systems
- Stelle Construction is a dealer/installer for Varco Pruden
- Johnston Contractors is a dealer/installer for Butler
- Diversified is a dealer/installer for Butler
- BRH Builders is a dealer/installer for Star

B. Discussion of Curtainwall Window Testing/Replacement

Another way to reduce budget cost and to get the estimate more in line with the 2000 cost would be to reduce or eliminate the cost of the window renovation. A question was raised at the Sept. Property Committee meeting as to whether or not the window renovation work could be done at a later time. It became apparent that it would be very useful to try to ascertain the actual extent of the window leakage problem so that an informed decision can be made as to whether the window work can be delayed or not. Farnsworth Group, Inc. suggested hiring a testing company to do water penetration testing of the existing window system and evaluate the results, and subsequently

contacted a company that provides window curtainwall system water testing called Mid America Testing laboratory, Inc. in St. Louis, Missouri for an estimate. The cost of doing two day of water testing would cost approximately \$3,200 and we have included a copy

of this proposal in this report (Attachment D). The idea of testing at this time was discussed and it was believed that the test results could be somewhat skewed by the potential for leakage of the existing vertical joints between the windows and the existing EIFS panels. It was decided that it would be better to replace the EIFS with the new metal panels first, evaluate the amount of residual leakage, and then possibly perform the window testing, if still needed, to establish the condition and potential repair cost of the windows for future remediation.

C. Revised Cost Estimate

Included in this report is a revised cost estimate (See Attachment E) for the building renovation work using all of the above discussed ideas to reduce cost, i.e. use a less expensive type of metal panel system; use a local general contractor as the metal panel installer; and eliminate the cost of the window reglazing work. To obtain the revised cost of installing the lower cost metal panel systems, FGI solicited estimates from two local general contractors - BRH Builders and Diversified Buildings, Inc. These revisions resulted in a new opinion of probable cost of \$744,493.89, which is a reduction of \$443,101.31 from our Sept. 5th estimate, or a reduction of approximately 37 percent.

III. Description of Construction Documents

The following is a description of Farnsworth Group's suggested format for the preparation of the bidding/construction documents for the project.

A. Base Bid

We propose to limit the base bid work to the removal of the existing EIFS system, the inspection of the existing back-up framing, and the installation of the new metal panel systems for the entire building, including the penthouse. This base bid would also include the addition of metal panel roofing over the east atrium area. We feel that this is the most critical work needed and by limiting the base bid to only to the facade closure system replacement work the lowest bid should most accurately reflect the least expensive cost of replacing the exterior closure system.

B. Alternate Bids

Alternate bids would be requested for the following work:

- 1) Replacement of the exterior aluminum covers for the window mullions. The existing covers are fading, damaged, and in at least one location, missing. Replacement of the covers would enhance the appearance of the newly renovated facade at a minimal cost.
- 2) Removal and complete reglazing of the aluminum window curtainwall system. This would allow the Board to know precisely the cost of replacing the window glazing should the budget allow, or if not, for future reference.
- 3) Cleaning and recoating of the concrete foundation portion of the building could be identified as an alternate to provide "breathing room" for the base bid. This work, while very valuable to the overall appearance of the building, could be done at a later time if the budget does not allow the alternate bid to be accepted.

C. Unit Price Bids

We propose that Unit Price bids be requested for the replacement of insulation and the repair or replacement metal studs that are damaged or inadequate. This would provide a predetermined cost to be known for each unit of work such as sq. ft. of insulation replaced or the individual number of metal studs replaced.

D. Importance of Adequate Budget Contingency

We wish to stress the critical importance of allowing sufficient contingency funding in the project budget for the following reasons.

First, this is a building that, in our opinion, was poorly constructed and has been poorly maintained for a large portion of its existence. Since FGI is not able to see the vast majority of the concealed wall construction, it is not possible for us to be able to know all of the conditions that will need to be dealt with. We do know that the building has been allowing moisture to enter the exterior closure system over a long period of time and the chances are extremely high that items in that closure system, i.e. metal studs, fasteners, insulation, etc. have been damaged and need to be repaired or replaced.

Additionally, in an enclosed area where moisture is present for long periods of time without adequate ventilation, there is a very good potential for the development of mold and mildew. We understand that there is mold currently present in the northeast entry vestibule which needs to be evaluated and removed. This causes us to believe that mold could potentially be present within the exterior closure system, although we have not witnessed any signs in the areas we had inspected previously. I have spoken with one of the job foremen for Felmley Dickerson Co. responsible for repairing the building on past occasions when EIFS panels have blown off, and he could not recall any evidence of mold in the areas he had repaired. Still, this is an unknown situation that, like the extent of damage to the metal fasteners, cannot be completely assessed until the exterior closure system is removed.

IV. Revised Project Schedule

Please see the Revised Project Schedule (Attachment F) included with this report.

V. Request for approval to proceed with preparation of construction documents

Based on the information presented at the September 5, 2002 Property Committee Meeting and in this update report, Farnsworth Group, Inc. requests the approval of the Committee to authorize the preparation of Bidding and Construction Documents for the exterior renovation of the McLean County Health Department Building.

PROJECT	Client	Design/Drawn
DATE	Approved	Book No.
FILE NO.	DATE	EXTENSION

PROJECT
Mt. Clean County
Health Dept.

Reclad Existing
Building

Bloomington, Illinois

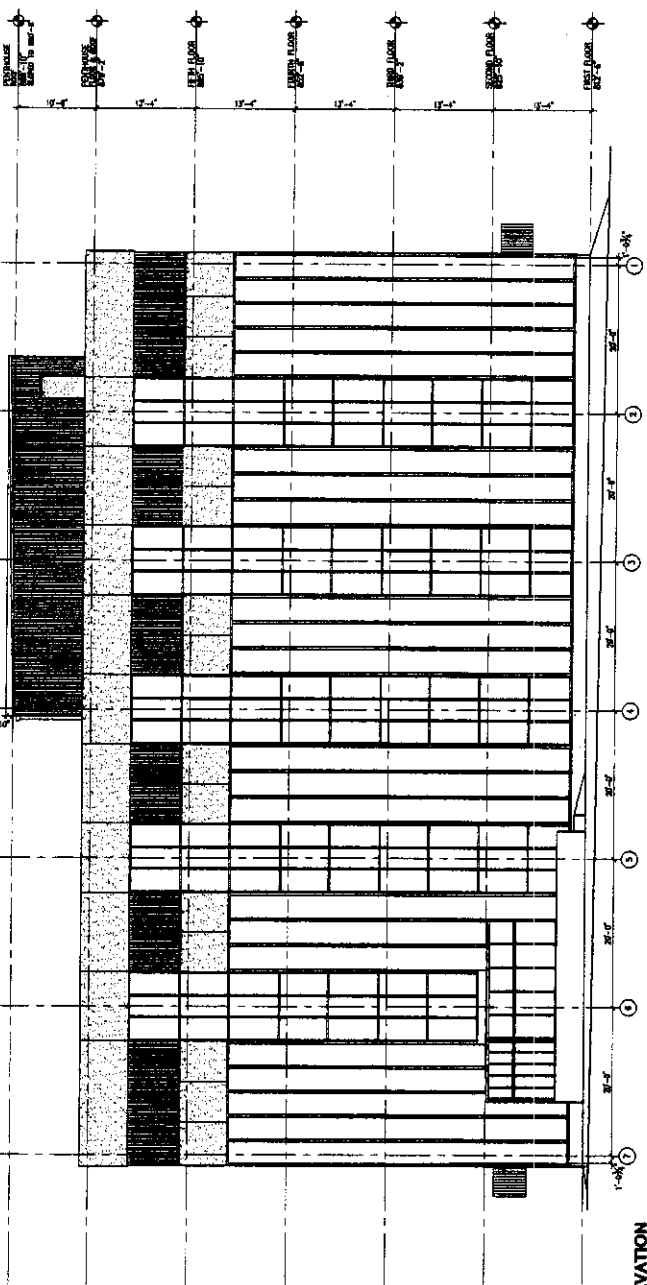
DATE	07-28-02
DESIGN/DRAWN	JK
APPROVED	JK
BOOK NO.	
FILE NO.	
EXTENSION	

EXTERIOR
ELEVATIONS

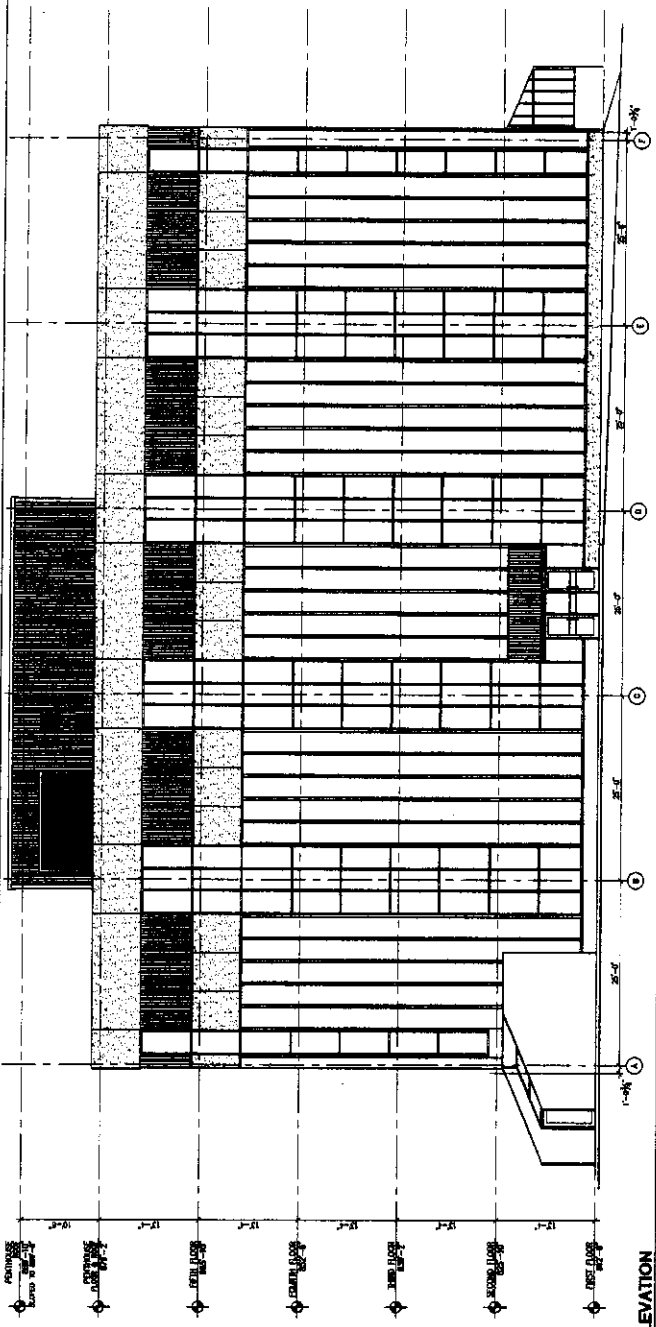
A3.2
SHEET # OF

Project No.: 2002044

ATTACHMENT A

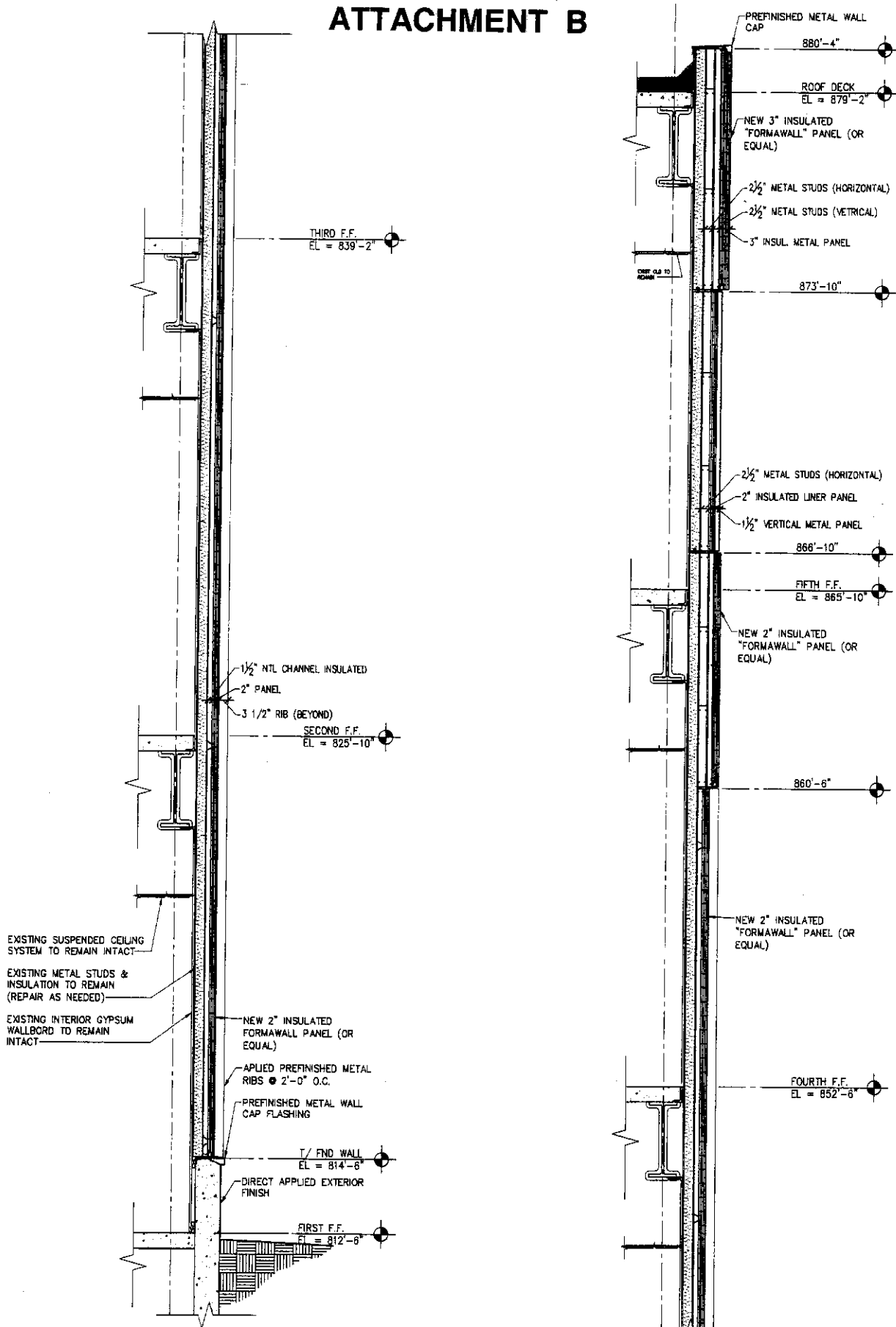


PROPOSED EAST ELEVATION
Scale: 1/8" = 1'-0"



PROPOSED SOUTH ELEVATION
Scale: 1/8" = 1'-0"

ATTACHMENT B



Typical Wall Section

Scale: 1"=1'-0"

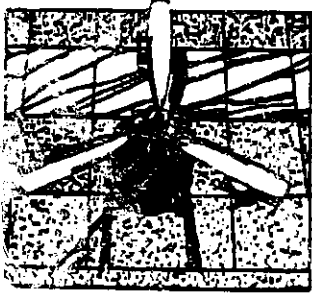
PRELIMINARY OPINION OF PROBABLE COST

McLean County Health Dept. Bldg. Exterior Renovation

Date: Sept. 5, 2002

Project No: 202344

Division	Description	Qty	Units	Mat.	Lab.	Equip.	Subtotal	O&P	Total
DIVISION 1	GENERAL REQUIREMENTS								
	General Conditions						10%		\$86,370.56
	Fees & Permits								
	Performance & Pymt Bond								
	Insurance								
	State & Local Sales Tax								
	G.C. Overhead & Profit						15%		\$129,555.84
	Scaffolding & Protection	1	ALW						\$8,000.00
DIVISION 2	SITWORK								
	EIFS panel demolition	23,454	SF				\$0.50		\$11,727.00
	Rubbish trucking & disposal	280	CY				\$35.00		\$9,800.00
DIVISION 3	CONCRETE								
	Concrete Cleaning	800	SF				\$1.75		\$1,400.00
	Concrete Patching	1	ALW				\$2,500.00		\$2,500.00
DIVISION 5	METALS								
	Cold formed metal framing								
	2-1/2" metal studs	2800	LF				\$1.75		\$4,900.00
	1-1/2" metal hat channels	1500	LF				\$1.25		\$1,875.00
	Repair existing metal studs	1	ALW				\$20,000		\$20,000.00
DIVISION 7	THERMAL & MOIST. PROT.								
	Batt insulation replacement	1	ALW						\$1,500.00
	Moisture barrier	24,454	SF				\$0.15		\$3,668.10
	Direct-applied ext. finish syst.	800	SF				\$7.50		\$6,000.00
	Insulated metal panel system	24,454	SF				\$28.00		\$684,712.00
	Metal panel roofing & insul.	750	SF				\$6.00		\$4,500.00
	Gutters & downspouts	80	LF				\$6.00		\$480.00
	Metal cap flashings	500	LF				\$4.50		\$2,250.00
	Sealants	3,700	LF				\$2.50		\$9,250.00
DIVISION 8	DOOR & WINDOWS								
	Remove & reglaze exist glass	10,724	SF				\$1.50		\$16,086.00
	Reseal existing curtainwall	10,724	SF				\$5.00		\$53,620.00
	New aluminum framing covers	6125	LF				\$3.50		\$21,437.50
TOTAL BUILDING COST PRIOR TO GENERAL CONDITIONS									\$863,705.60
							Subtotal		\$1,079,632.00
							Contingency (10%)		\$107,963.20
							D. D. PHASE TOTAL		\$1,187,595.20

ATTACHMENT D**MID AMERICA TESTING LABORATORY, INC.**

10525 SIGNAL HILL DRIVE • CATAWISSA, MISSOURI 63015

(836) 257-4722 • FAX (836) 257-5425

September 11, 2002

Mr. Mike Sparks
Farnsworth Group
2401 East Washington Street
Suite B
Bloomington, IL 61704

Re: McLean County Health Department

Dear Mike:

Per your facsimile of September 10, 2002 and our phone conversation, Mid America Testing Laboratory is pleased to offer the following as our proposal to conduct field investigative testing on the above referenced project. This proposal is based on testing a minimum of three (3) random areas.

Outlined below are Mid America Testing Laboratory's responsibilities for conducting static water infiltration, cascade water infiltration testing and field water infiltration testing utilizing the Monarch nozzle.

1. Provide two men to set up chambers, equipment and run testing.
2. Provide portable blowers to acquire specified pressure for water infiltration testing.
3. Provide spray racks required conducting static water infiltration testing and cascading water infiltration testing.
4. Provide materials need to attach static test chamber to the test specimen.
5. Provide Monarch nozzle.
6. Provide on booster pump if required to obtain sufficient water coverage.
7. Provide a complete written report of the test results.

*Water hoses, ladders, electricity, exterior access, safety equipment, and other non-travelable items are the responsibility of the client.

Page 2
PG9167F
September 11, 2002

Mid America Testing Laboratory proposes to provide the services and equipment listed above for the sum of \$3,200.00

This proposal is based on up to two (2) days for travel, preparation, set-up, and testing. All typical reimbursable expenses, including transportation, are included in this quotation. Should failure occur or testing be extended beyond this allotted number of days, additional days, or any portion thereof, shall be billed at a rate of \$1,500.00 per day, plus 115% of additional expenses.

Please return the original signed document. This document shall then become the binding contract. With this document, please enclose a check for the retainer fee in the amount of \$1,600.00. Please note, no preparation will be performed until both the remittance and this signed contract are received by the laboratory.

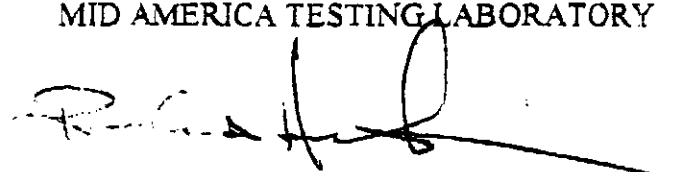
The remaining balance will be due upon receipt of the test report. If failure occurs requiring an additional visit, payment of the initial contract is due within thirty (30) days. Invoices over 30 days will include a service charge of 1% per month (12% annual). No reports will be issued to non-current accounts.

Mid America Testing Laboratory is not responsible for damage to adjacent surfaces caused by tape, butyl or caulking required for the specified tests.

Please note this proposal is valid for a period of three (3) months from date of issue.

Sincerely,

MID AMERICA TESTING LABORATORY



Rick A. Heitmann
President

RAH/slh
PO9167F

SIGNATURE/TITLE: _____ DATE: _____

PRELIMINARY OPINION OF PROBABLE COST

McLean County Health Dept. Bldg. Exterior Renovation

Date: Sept. 17, 2002

Project No: 202344

Division	Description	Qty	Units	Mat.	Lab.	Equip.	Subtotal	O&P	Total
DIVISION 1	GENERAL REQUIREMENTS								
	General Conditions						10%		\$54,145.01
	Fees & Permits								
	Performance & Pymt Bond								
	Insurance								
	State & Local Sales Tax								
	G.C. Overhead & Profit						15%		\$81,217.52
	Scaffolding & Protection	1	ALW						\$8,000.00
DIVISION 2	SITWORK								
	EIFS panel demolition	23,454	SF				\$0.50		\$11,727.00
	Rubbish trucking & disposal	280	CY				\$35.00		\$9,800.00
DIVISION 3	CONCRETE								
	Concrete Cleaning	800	SF				\$1.75		\$1,400.00
	Concrete Patching	1	ALW				\$2,500.00		\$2,500.00
DIVISION 5	METALS								
	Cold formed metal framing								
	2-1/2" metal studs	2800	LF				\$1.75		\$4,900.00
	1-1/2" metal hat channels	1500	LF				\$1.25		\$1,875.00
	Repair existing metal studs	1	ALW				\$20,000		\$20,000.00
DIVISION 7	THERMAL & MOIST. PROT.								
	Batt insulation replacement	1	ALW						\$1,500.00
	Moisture barrier	24,454	SF				\$0.15		\$3,668.10
	Direct-applied ext. finish syst.	800	SF				\$7.50		\$6,000.00
	Insulated metal panel system	25,200	SF				\$18.00		\$453,600.00
	Metal panel roofing & insul.	750	SF				\$6.00		\$4,500.00
	Gutters & downspouts	80	LF				\$6.00		\$480.00
	Metal cap flashings	500	LF				\$4.50		\$2,250.00
	Sealants	3,700	LF				\$2.50		\$9,250.00
TOTAL BUILDING COST PRIOR TO GENERAL CONDITIONS									\$541,450.10
							Subtotal		\$676,812.63
							Contingency (10%)		\$67,681.26
							D. D. PHASE TOTAL		\$744,493.89

ATTACHMENT F

McLean County Health Department Building Exterior Renovation

Project No. 202344
Date: Sept. 17, 2002

PROPOSED PROJECT SCHEDULE

Property Committee Meeting Thursday, October 3, 2002	Update on Design and Cost Information since September 5, 2002 Property Committee Meeting Action Item: Approval to begin Bidding/Constr. Documents
Friday, October 4, 2002 - Friday, November 15, 2002	FGI Prepare Bidding/Construction Documents
Property Committee Meeting Thursday, November 7, 2002	Update of Construction Document Progress
Monday, November 18, 2002 - Thursday, December 5, 2002	Construction Documents available for review by County Board members at Law & Justice Building
Property Committee Meeting Thursday, December 5, 2002	Approve Construction Documents for Bidding
Full County Board Meeting Tuesday, December 17, 2002	Approve Construction Documents for Bidding
Wednesday, December 18, 2002 - Wednesday, January 22, 2003	Bidding Period (4 weeks)
Wednesday, January 22, 2003 or Thursday, January 23, 2003	Bid Opening
Property Committee Meeting - Thursday, February 6, 2003	Review Bids/Make recommendation
Full County Board Meeting - Tuesday, February 18, 2003	Approve Successful Contractor's Bid
Monday, March 31, 2003	Begin Construction (if feasible)