

Proceedings
of the
County Board
of
McLean County,
Illinois

October 15, 2002



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October 15, 2002

The McLean County Board met on Tuesday, October 15, 2002 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Segobiano and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Duffy Bass, Sue Berglund, Diane Bostic, Bill Emmett, George Gordon, Stan Hoselton, Susie Johnson, Adam Kinzinger, Robert Nuckolls, Benjamin Owens, Tari Renner, Ray Rodman, Eugene Salch, Paul Segobiano, David Selzer, Joseph Sommer, Matt Sorensen, Robert Arnold, and Michael Sweeney.

The following Member was absent:

Member Jack Pokorney.

Proceedings of September Meeting:

The Proceedings of the September 17, 2002 meeting had been submitted to each Member of the County Board prior to this meeting. Members Owens/Renner moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. No requests were made at this time.

The Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department – Jack Mitchell, County Engineer

Petitions

- a) Request for Approval of Chenoa Joint Culvert Bridge Petition
- b) Request for Approval of Bridge Petition for County Highway 36 in Downs

Resolutions

- a) Request for Approval of Resolution for Sale of Surplus Equipment

B. Building & Zoning – Phil Dick, Director

1) Zoning Cases:

1. Approve the application of Paula Small in case 02-40-S. She is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on property which is located in Empire Township immediately west of 2450 East Road and a ¼ mile north of 300 North Road.

2. Approve the application of Bonnie J. Schultz in case 02-41-S. She is requesting a special use to allow a single family residence in the Agriculture District for a farm owner on property which is located in Mount Hope Township immediately northwest of the intersection of 250 North Road and 200 East Road.

3. Approve the application of David C. and Janet K. Williamson in case 02-42-S. They are requesting a special use to allow a public stable and riding arena in the Agriculture District on property which is located in Dry Grove Township immediately west of 975 East Road approximately ¼ mile north of Old Peoria Road.

2) Subdivision Cases:

1. Approve an ordinance by Valerie Seehafer in case S-02-16. She is requesting approval to vacate part of utility easements on Lots 19 and 20 in Sherwood Subdivision on property which is located in Old Town Township immediately east of Abbey Way and 750 feet north of Nottingham Drive in the Sherwood Subdivision.

2. Approve an ordinance by Larry Bielfeldt and Randy Peifer in case S-02-17. They are requesting approval to vacate part of utility easements on Lots 2, 3, 4, 5, 11, 29, 33, 34, 35, and 36 in Sherwood Subdivision on property which is located in Old Town Township immediately north and south of Briar Drive in the Sherwood Subdivision.

C. Transfer Ordinances

D. Other Resolutions, Contracts, Leases, Agreements, Motions

Property Committee

1) Request Approval of Farnsworth Group Report on Design and Costs to Replace Exterior Envelope of 200 West Front Street Building – Facilities Management Department

E. Chairman's Appointments with the Advice and Consent of the County Board:

a) REAPPOINTMENTS:

Hinthorn Cemetery District

Mr. Melvin Scarbeary
107 Babette Drive
Lexington, Illinois 61753
Reappointed for a Six Year Term
To Expire August 31, 2008

McLean County Extension Board

Ms. P.A. "Sue" Berglund
1019 E. Olive Street
Bloomington, Illinois 61701
Reappointed for a One Year Term
To Expire on November 30, 2003

Mr. Bob Nuckolls
8 Scofield Court
Bloomington, Illinois 61704
Reappointed for a One Year Term
To Expire on November 30, 2003

Ms. Diane Bostic
907 Mitsubishi Motorway
Normal, Illinois 61761
Reappointed for a One Year Term
To Expire on November 30, 2003

Sangamon River Drainage District

Mr. Kent Morefield
10759 N. 3150 East Road
Arrowsmith, Illinois 61722
Reappointed for a Three Year Term
To Expire on the First Tuesday in September, 2005

b) APPOINTMENTS:

NONE

c) RESIGNATIONS

South Empire Drainage District

Mr. Wesley Rafferty

401 South Pearl

LeRoy, Illinois 61752

Current term expired on September 3, 2002.

Declined to be reappointed.

F. Approval of Resolutions of Congratulations and Commendation

TO: McLean County Board
Care of County Clerk
Law and Justice Center
Bloomington, Illinois

Warloe Drainage Structure, Located at 2700 N, 2540 E

Gentlemen:

Chenoa Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the South line of the SE ¼ of Section 29, T 26 N, R 4 E of the 3rd P.M., Chenoa Road District.

That of the funds appropriated at the November 1, 2001 meeting of the McLean County Board \$16,000.00 be used as the County's share of the cost of this structure.

Chenoa Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Chenoa Road District further states that the County Engineer has made a survey of the water shed and has determines that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$32,000.00 and the present structure is inadequate.

Chenoa Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Jay M. Johnson
Highway Commissioner

Approved [Signature]
County Engineer, McLean County, IL

Chenoa Road District

ATTEST

[Signature]
Mr. Michael F. Sweeney, Board Chairman

Peggy Ann Milton
Peggy Ann Milton, County Clerk

DATED: October 1, 2002

TO: McLean County Board
Care of County Clerk
Law and Justice Center
Bloomington, Illinois

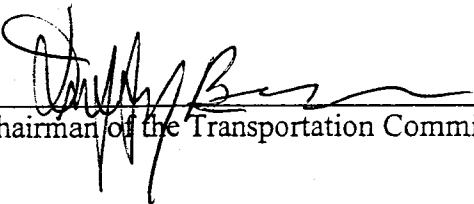
School _____ Drainage Structure.

Gentlemen:


McLean County, in accordance with the Illinois Highway code, 605 ILCS 5.5-503 of the current Illinois Compiled Statutes as amended; replace a drainage structure located on County Highway 36 in the Village of Downs. McLean County,

That of the funds appropriated at the November, 2001 meeting of the McLean County Board, \$15,000.00 be used as McLean County's cost of this work.

Respectfully submitted,



Chairman of the Transportation Committee

Approved: 

County Engineer
McLean County, Illinois

SUMMARY OF BIDS FOR SURPLUS EQUIPMENT – September 25, 2002
Sealed bids with right to raise at 9:00 A.M.

1992 4900 International Dump Truck

BIDDER	SEALED BIDS	MINIMUM BID AMOUNT
Downs Road District – Rodney Lush	\$8,000.00	\$12,000.00
Acceptable bidder – Downs Road District for \$12,000.00		

1992 CON357 Peterbilt Dump Truck

BIDDER	SEALED BIDS	MINIMUM BID AMOUNT
John Nord	\$10,500.00	\$12,000.00
Acceptable bidder – John Nord for \$12,000.00		

1992 Ford L8000 Dump Truck

BIDDER	SEALED BIDS	MINIMUM BID AMOUNT
Downs Road District – Rodney Lush	\$5,000.00	\$12,000.00
(Only wants one truck – Recommend no sell)		

1995 Ford F150 Pickup Truck

BIDDER	SEALED BIDS	MINIMUM BID AMOUNT
Diane Joiner	\$ 500.00	
Tim Groth	\$1,000.00	
Brian Pierce	\$ 500.00	
Jim Raferty	\$2,500.00	
Archie Harris	\$1,000.00	
Raised amount	\$2,510.00	\$3,200.00
(Recommend no sell)		

Prior to date of sealed bids with the right to raise, McLean County Highway Department and McLean County Facilities Management came to an agreement for the purchase of the 1996 Dodge Ram 1500 Pickup Truck for the amount of \$3,700.00.

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their regular meeting on October 1, 2002 for a letting held on September 25, 2002 for McLean County Construction Section, and


WHEREAS, the Transportation Committee duly approved the bids on October 1, 2002.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts from the McLean County Joint Bridge Fund:

2002 CONSTRUCTION SECTION:

McLean County Sec. 96-00042-07-BR

Stark Materials, Inc. of Bloomington, Illinois was the successful bidder for the amount of \$327,678.80


Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on October 15, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 15 day of October, A.D., 2002.

[SEAL]


County Clerk

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Paula Small in case 02-40-S. She is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses on 7.5 acres of property which is part of Section 30, Township 22N Range 4E of the 3rd PM and is located in Empire Township immediately west of 2450 East Road and a ¼ mile north of 300 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 1, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 7.5 acre property is vacant and is covered by grass and trees. The property has 570 feet of frontage on the west side of 2450E Road, an oil and chip road 16 feet in width. The property drains to a creek that flows easterly across the property.

SURROUNDING ZONING AND LAND USES - The land on all sides is zoned A-Agriculture and is used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 110 out of 125 points. The site assessment score was 124 out of 175 points. The total LESA score was 234 points out of 300. A score of 225 points or more means the property is of high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is hilly and wooded and is not desirable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is heavily wooded and hilly. Nearby property that is currently in crop production and will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is wooded and not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.

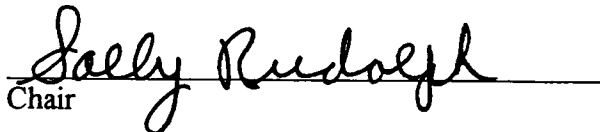
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 570 feet of frontage on the west side of 2450 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant has obtained an entrance permit from the Empire Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The preamble states that the Agriculture District regulations are intended to provide for the location and govern the establishment and use of limited non-agricultural residential uses.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, the land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend approval, none opposed and Member Elble was absent.

Respectfully submitted this 1st day of October 2002, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Acting Chair
Richard Dean
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Bonnie J. Schultz in case 02-41-S. She is requesting a special use to allow a single family residence in the Agriculture District for a farm owner on a 4.3 acre property which is part of Section 32, Township 22N Range 1W of the 3rd PM and is located in Mount Hope Township immediately northwest of the intersection of 250N Road and 200E Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 1, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 4.3 acre property is vacant and is covered by grass and trees. The property has 30 feet of frontage on the north side of 250N Road, an oil and chip road 21 feet in width. The property gently slopes to the west.

SURROUNDING ZONING AND LAND USES - The land on all sides is in the A-Agriculture District and is used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 99 out of 125 points. The site assessment score was 121 out of 175 points. The total LESA score was 220 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is a farm owner and proposes to build a residence on an area of the farm that is hilly and wooded and is not desirable for crop production. A creek also runs through the south part of the property.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The applicant is a farm owner and this area of the property has poor soils and is heavily wooded. Nearby property that is currently in crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is a farm owner and the subject parcel is wooded and not well suited for crop

production. Nearby land that is suitable for crop production will continue to be suitable for such use.

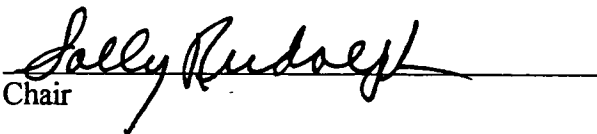
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 30 feet of frontage on the north side of 250N Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant has obtained approval to use an existing entrance for the proposed use from the Mount Hope Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. This residence is for a farm owner and as such is found to be necessary for the conduct of agriculture in the area.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, the residential use is found to be necessary for the conduct of agriculture in the area.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend approval, none opposed and Member Elble was absent.

Respectfully submitted this 1st day of October 2002, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Acting Chair
Richard Dean
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of David C. and Janet K. Williamson in case 02-42-S. They are requesting a special use to allow a public stable and riding arena in the Agriculture District on a 30 acre property which is part of Section 27, Township 24N, Range 1E of the 3rd PM and is located in Dry Grove Township immediately west of Road 975E approximately ¼ mile north of Old Peoria Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 1, 2002 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 30 acre property is currently used for a single family residence and crop production. The property has 723 feet of frontage on the west side of 975E Road, an oil and chip road 18 feet in width. The property gently slopes to the south.

SURROUNDING ZONING AND LAND USES – The 30 acre tract and the land on all sides is in the A-Agriculture District. The land to the north and south is used for single family dwellings. The land to the east is used for a single family dwelling and crop production. The land to the west is used for crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 110 out of 125 points. The site assessment score was 123 out of 175 points. The total LESA score was 234 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

- 1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicants are requesting to convert an existing machine shed to a horse stall barn and to build the following: a 60 x 120 foot indoor riding arena; a 30 x 36 foot building that will connect the existing machine shed to the proposed indoor riding arena that will have a lounge, restroom, and a mechanical and tack area; and a 20 x 40 foot open front loafing shed (to be built within six years). They currently have a home, one acre pond, three stall horse barn, machine shed, and an outdoor riding arena on their property. Part of the property is in crop production and part is in pasture. According to the applicants, their 13 year old son has been riding since he was seven; he has proven to be a talented rider and is capable of competing at the national level. The indoor riding arena would give their son a place to ride throughout the year.

The applicants are proposing to board up to a maximum of 26 horses after the loafing shed is built. Without this loafing barn, the applicants propose to board up to 16 horses.

The applicants are requesting a variance in side yard requirements to allow the new indoor riding arena to be 41 feet from the side property line rather than 50 feet as allowed and a variance in side yard requirements for the existing machine shed, that is to be converted to a horse stall barn, to be 27 feet from the side property line rather than 50 feet as allowed. The applicants claim they are heavily involved in 4-H and their intention is to use the arena for numerous 4-H clinics and activities. The applicants claim that it is important to them to maintain their property in a neat manner and would do the same with the proposed public stable and riding arena.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed indoor riding arena will be located 41 feet from the north property line and will not have an adverse impact on the residence to the north. The existing outdoor riding arena is approximately five feet from the east property line where it is adjacent to a residential lot. The outdoor riding arena is also relatively close to the residential lot to the north. A transition screen between the property line and the outdoor riding arena would help alleviate some of the impact that may affect the neighbors directly to the east and north. The Zoning Ordinance provides for a transition belt & screen 20 feet in width that can be a combination of one of the following types: planting screen, landscaped berm, or a fence screen. A combination of a fence screen and planting screen would help alleviate some of the negative impact that may affect the neighbors directly to the east and north of the riding arena. The applicants propose to build an eight foot fence on the east and north sides of the outdoor riding arena. They also propose to plant evergreen trees and tall growing bushes along the east and north property lines where the outdoor riding arena is adjacent to the residential lot.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed public stable and riding arena will be located on a 30 acre tract that is adjacent to properties with single family residences and land that is in crop production. Nearby land that is suitable for crop production will continue to be suitable for such use. Nearby residences will not be negatively impacted if the proposed stipulations are implemented.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed barn will be served by private well and septic system approved by the County Health Department. The applicants will need to obtain approval from the County Health Department for the proposed buildings. The property has frontage on a public road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the existing entrance. The applicant has obtained the necessary approval to use the existing residential entrance for the proposed use from the Dry Grove Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to 15 regulations of the Agriculture District.** This

standard is met. The Agriculture District is intended to provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial, and industrial areas is most desirable. A "Public Stable" is allowed only as a Special Use in the Agriculture District. With the proposed conditions, the proposed public stable will not have a negative impact on nearby properties and will provide a valuable service to people in the community who need such a facility.

7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District. This standard is met.


After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided the following stipulations:

- 1) That a septic system is approved by the County Health Department;
- 2) That a planting screen, approved by the Director of Building and Zoning, and solid fence (or board on board fence) eight feet in height be installed around the outdoor riding arena where it is adjacent to the residential lots on the east and north;
- 3) That the maximum number of horses to be boarded is 16 until the additional loafing barn is built, which shall be built within six years, which will then allow for a maximum of 26 horses to be boarded; and
- 4) That outdoor lighting should be directed away from adjacent residential lots and toward the subject property.

Therefore this Board recommends that a special use be approved on the property described above to allow a public stable and riding arena according to the testimony and plans presented, provided the above stipulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend approval, none opposed and Member Elble was absent.

Respectfully submitted this 1st day of October 2002, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Acting Chair
Richard Dean
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL
OF UTILITY EASEMENT VACATION
Lot 19 & 20 of Sherwood Subdivision, File S-02-16

WHEREAS, Valerie Seehafer has made application to vacate part of the utility easements on Lots 19 and 20 of Sherwood Subdivision in file S-02-16, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and

WHEREAS, said amended final plat vacates part of the utility easements of Lots 19 and 20 of Sherwood Subdivision; and

WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said amended final plat for the vacation of part of the recorded utility easements of Lots 19 and 20 of Subdivision in Section Sec. 29, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois be and hereby is approved.

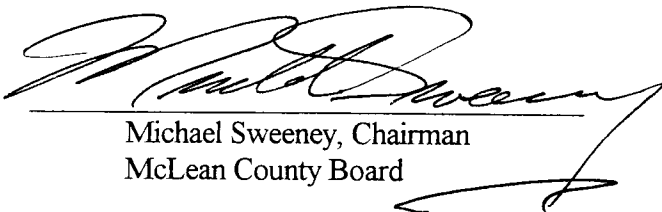
Adopted by the County Board of McLean County, Illinois this 15th day of October 2002.

ATTEST:

APPROVED:



Peggy Ann Wilton, County Clerk
McLean County, Illinois



Michael Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-02-16

1. REFERENCE

- a. Meeting date: October 3, 2002
- b. Subdividers' names: Valerie Seehafer, 1903 Woodfield Road, Bloomington, IL
- c. Subdivision name: Lots 19 & 20 in Sherwood Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

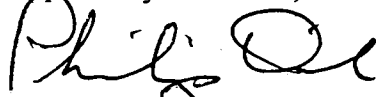
- a. Property location: Immediately east of Abbey Way and 750 feet north of Nottingham Drive.
- b. Township: Old Town Township
- c. Parcel Number: (24) 22-29-403-006 & 007
- d. Zoning: R-1 Single Family Residence District
- e. Applicant request: To vacate a utility easement 20 feet in width along part of the south side of Lot 19 in Sherwood Subdivision and a 20 feet utility easement 20 feet in width along part of the north line of Lot 20 in Sherwood Subdivision
- f. Existing land use: Vacant
- g. Surrounding land use: Residences are located to the south and to the north. The land to the east and west is vacant

3. DIMENSIONS & REVIEW:

- a. Size of Parcels: Lot 19 is 1.09 acres in area (366 feet by 130 feet) and Lot 20 is 1.33 acres in area (148 feet by 390 feet).
- b. Background: A utility easement twenty feet in width is located on the north side of Lot 20 and a utility easement 20 feet in width is located on the south side of Lot 19. The applicant wants to build one dwelling on both of these lots that would be located across these easements. The Zoning Ordinance does not allow such construction on easements.
- c. County Health Department: Has no problems with the application.
- d. County Highway Department: Has no problems with the application.

Staff recommends that this application meets the requirements of the Subdivision Ordinance.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF UTILITY EASEMENT VACATION

Lot 2, 3, 4, 5, 11, 29, 33, 34, 35, and 36 of Sherwood Subdivision, File S-02-17

WHEREAS, Larry Bielfeldt and Randy Peifer have made application to vacate part of the utility easements on Lots 2, 3, 4, 5, 11, 29, 33, 34, 35, and 36 of Sherwood Subdivision in file S-02-17, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations provided the applicants submit an amended final plat of the Sherwood Subdivision with all approved vacated easements deleted including those on Lots 19 and 20; and

WHEREAS, said amended final plat vacates part of the utility easements of Lots 2, 3, 4, 5, 11, 29, 33, 34, 35, and 36 of Sherwood Subdivision; and

WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said amended final plat for the vacation of part of the recorded utility easements of Lots 2, 3, 4, 5, 11, 29, 33, 34, 35, and 36 of Sherwood Subdivision in Section Sec. 29, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois be and hereby is approved.

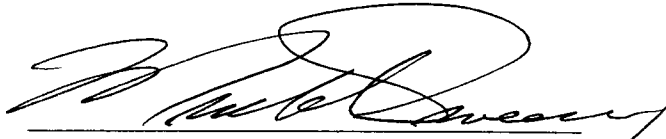
Adopted by the County Board of McLean County, Illinois this 15th day of October 2002.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-02-17

1. REFERENCE

- a. Meeting date: October 3, 2002
- b. Subdividers' names: Larry Bielfeldt and Randy Peifer, 3004 GE Road, Bloomington, IL
- c. Subdivision name: Lots 2, 3, 4, 5, 11, 29, 33, 34, 35 & 36 in Sherwood Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

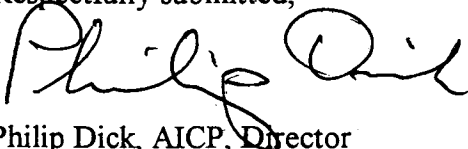
- a. Property location: Immediately north and south of Briar Drive in the Sherwood Subdivision
- b. Township: Old Town Township
- c. Parcel Number: (24) 22-29-326-003, 004, 005 & 006, (24) 22-29-401-001, (24) 22-29-327-011, 012, 013, 014 & 018
- d. Zoning: R-1 Single Family Residence District
- e. Applicant request: Vacate utility easements 20 feet in width along the side of Lots 2, 3, 4, 5, 11, 29, 33, 34, 35 & 36 in Sherwood Subdivision
- f. Existing land use: A house is being built on Lot 11; the other lots are vacant

3. DIMENSIONS & REVIEW:

- a. Size of Parcels: Lots are approximately 133 feet in width and 300 feet in depth.
- b. The applicants want to vacate utility easements on the side lot lines since they are not necessary for utility placement and want the option to place part of the septic system on this area of the lots.
- c. County Health Department: Has no problems with the application.
- d. County Highway Department: Has no problems with the application.

Staff recommends that this application meets the requirements of the Subdivision Ordinance, provided the applicants submit an amended final plat of the Sherwood Subdivision with all approved vacated easements deleted. Staff wants to clarify that although proposed vacated utility easements cross "private drain tile easements", the "private drain tile easements" are not being vacated.

Respectfully submitted,



Philip Dick, AICP, Director

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2002
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr/>					
Emergency Phone System					
	FUND 0450 DEPARTMENT 0098 ENHANCED 911 TELEPHONE PGM 0911 EMERGENCY PHONE SYSTEM				
0620 0002	COMPUTER HARDWARE/SOFTWAR	1,500.00		0621 0001 OPERATIONAL SUPPLIES	1,500.00-
		1,500.00			1,500.00-
		=====			=====
Finance Committee					
	FUND 0135 DEPARTMENT 0077 TORT JUDGEMENT PGM 0077 RISK MANAGEMENT/INSURANCE				
0719 1003	AUTO DAMAGE CLAIMS	11,375.00			
		11,375.00			
		=====			=====
Justice Committee					
	FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0033 FLEET MANAGEMENT				
0742 0001	VEHICLE MAINT. REPAIR	350.00			
		350.00			
		=====			=====
Executive Committee					
	FUND 0001 DEPARTMENT 0001 COUNTY BOARD PGM 0001 LEGISLATION & POLICY				
0760 0001	CONTINGENT	7,103.00			
	FUND 0001 DEPARTMENT 0001 COUNTY BOARD PGM 0100 FLEET				
				0840 0001 PURCHASE OF VEHICLES	18,223.00-
	FUND 0001 DEPARTMENT 0001 COUNTY BOARD PGM 0001 LEGISLATION & POLICY				
0706 0001	CONTRACT SERVICES	3,535.00		0777 0011 WATER/INTERGOVERNMENTAL	3,535.00-
		10,638.00			21,758.00-
		=====			=====
Finance Committee					
	FUND 0001 DEPARTMENT 0003 COUNTY AUDITOR PGM 0003 AUDITING				
				0832 0002 LEASE/PUR. OFFICE EQUIP.	605.00-
					605.00-
		=====			=====
Transportation Committee					


FUND 0120 DEPARTMENT 0055 COUNTY HIGHWAY
PGM 0056 ROAD & BRIDGE CONSTRUCT'N

0801 0001 CAPITAL IMPROVEMENTS	102,000.00		0808 0001 LAND PURCHASE/BLDG.CONST.	102,000.00-

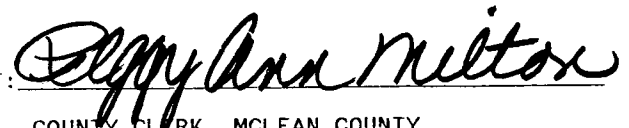
	102,000.00			102,000.00-
	=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 15TH DAY OF OCTOBER , 2002



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

COUNTY CLERK, MCLEAN COUNTY



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

October 9, 2002

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the Farnsworth Group Report and Recommendations on the design and cost estimate to replace the exterior envelope of the 200 West Front Street Building.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Joseph Sommer

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
Ray Rodman
B.H. "Duffy" Bass

District #7
John J. "Jack" Pokorney
P.A. "Sue" Berglund

District #9
Gene Salch
Adam D. Kinzinger

District #2
Matt Sorensen
W. Bill Emmett

District #4
Susie Johnson
Dr. Robert L. Arnold

District 23
George J. Gordon
David F. W. Selzer

District #8
Paul R. Segablano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolls

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 Steelex;
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 in a dealer/installer for Butler
BRH Builders is a delaer/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 app²⁰imately \$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.

DATE	DESCRIPTION

PROJECT
Mc Clean County
Health Dept.

Reclad Existing
Building

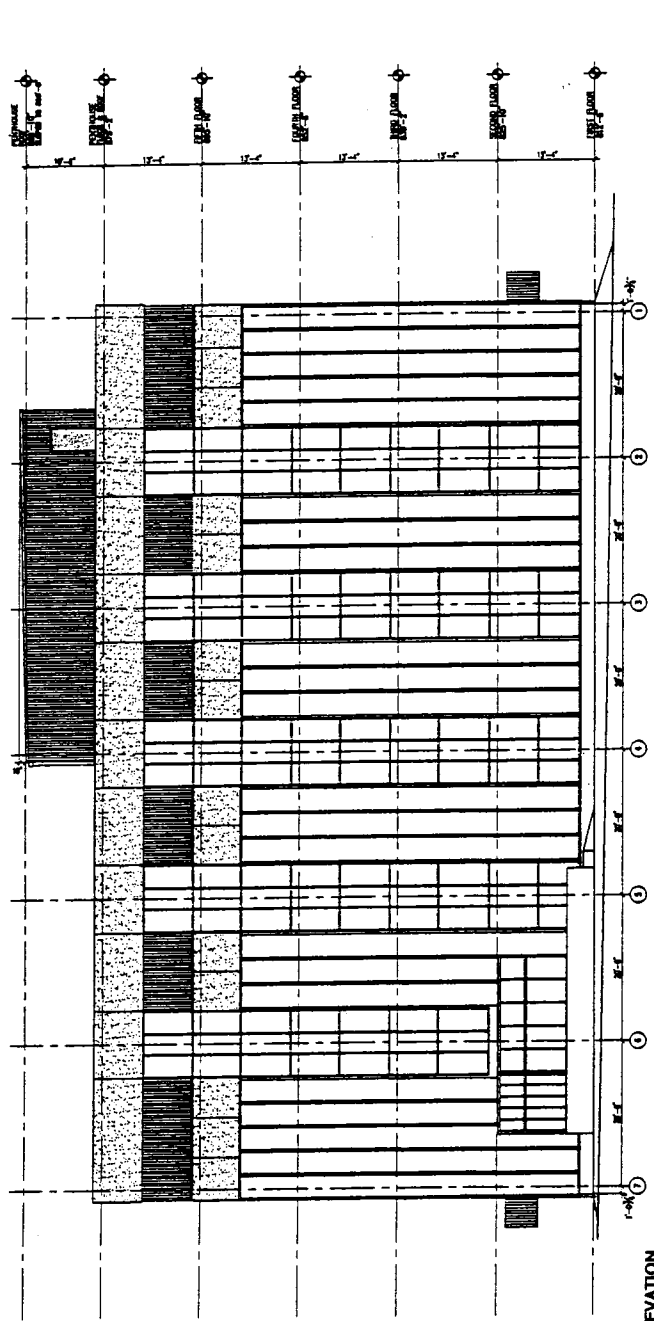
Bloomington, Illinois

DATE	DESCRIPTION
07-29-02	

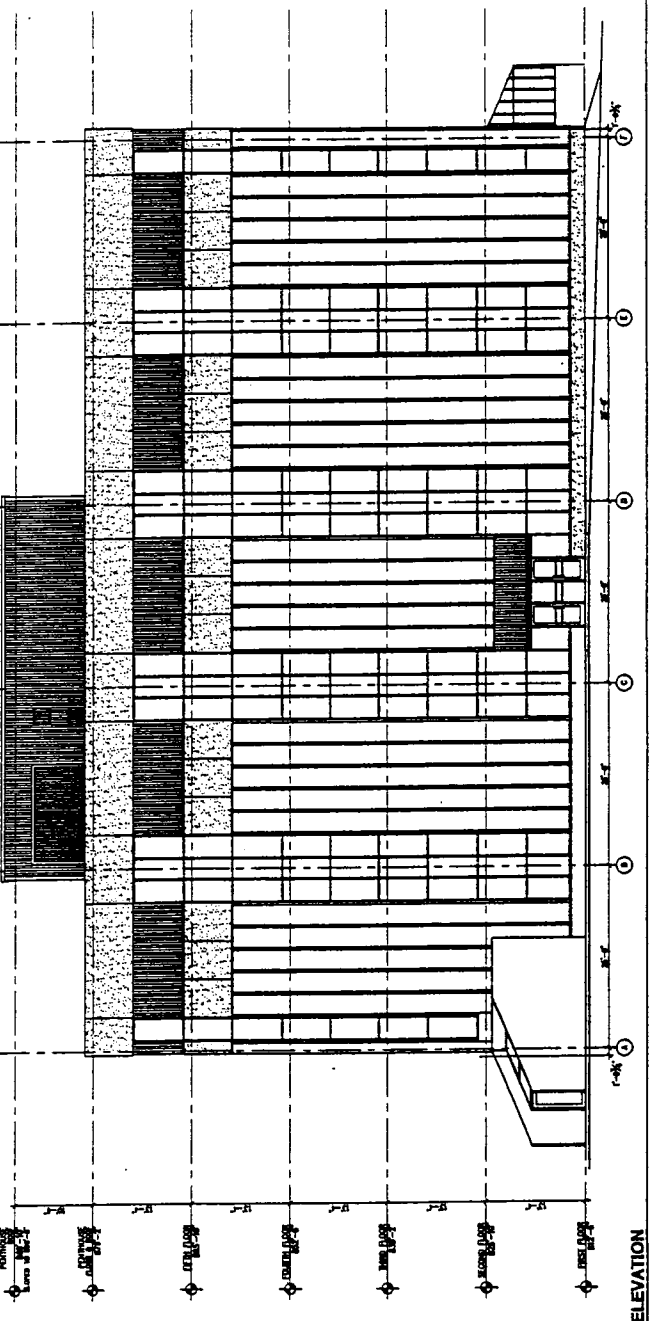
EXTERIOR
ELEVATIONS

PROJECT NO. 200244
SHEET 9 OF 9
A3.2

ATTACHMENT A

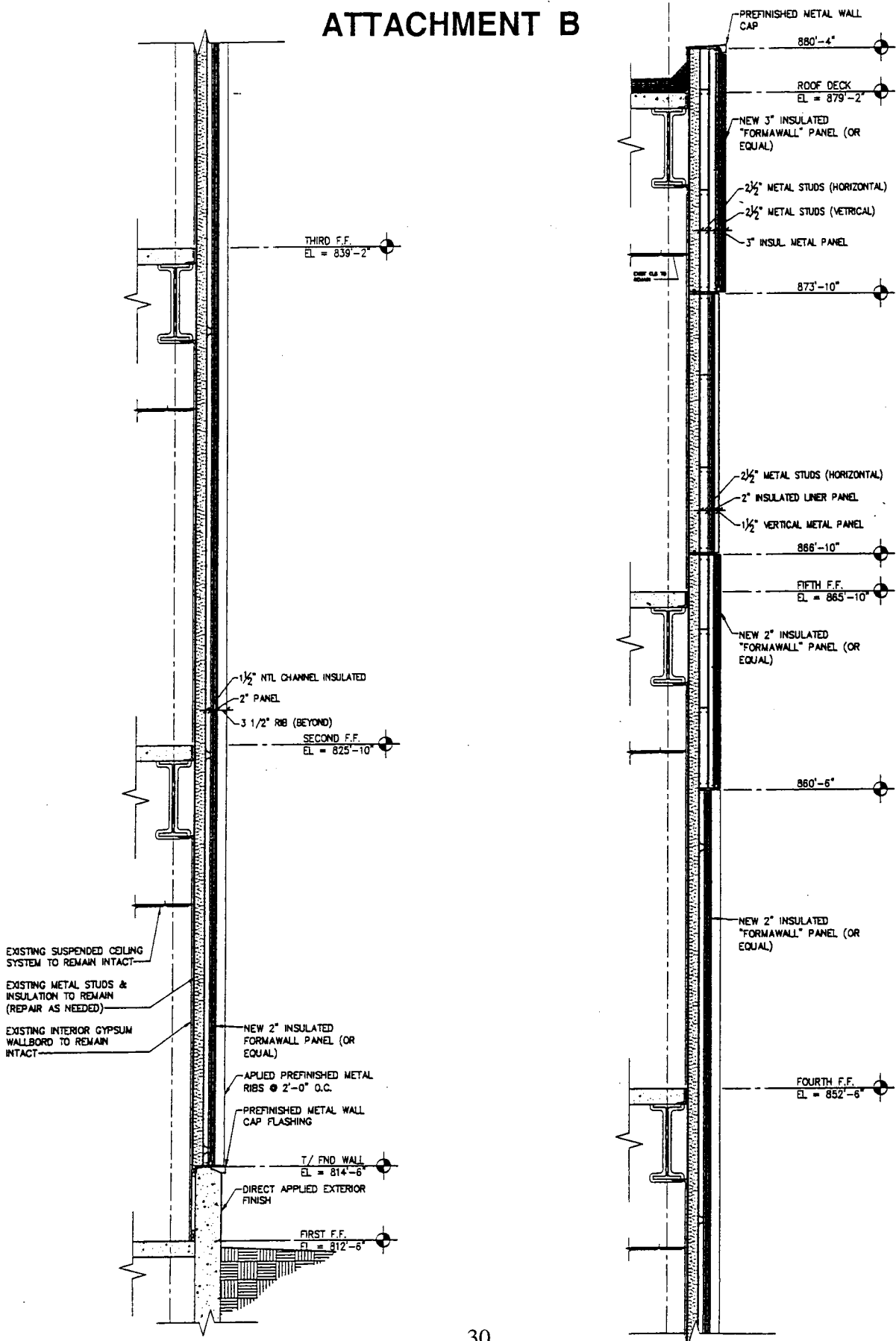


PROPOSED EAST ELEVATION
Scale: 1/8" = 1'-0"



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

ATTACHMENT B



Typical Wall Section

Scale: 1"=1'-0"

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS



PRELIMINARY OPINION OF PROBABLE COST

Date: Sept. 17, 2002

Project No: 202344

McLean County Health Dept. Bldg. Exterior Renovation

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)

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION OF REAPPOINTMENT OF MELVIN SCARBEARY
AS A TRUSTEE OF THE HINTHORN CEMETARY DISTRICT

WHEREAS, due to the expiration of term of Melvin Scarbeary as a member of the Board of Trustees of the Hinthorn Cemetery District, it is advisable to consider an appointment or reappointment to this position; and

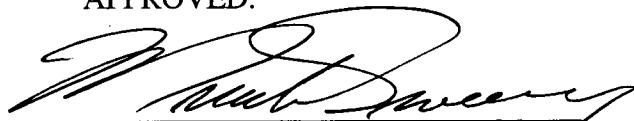
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Melvin Scarbeary as a Trustee of the Hinthorn Cemetery District to a six-year term scheduled to expire on August 31, 2008, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to Melvin Scarbeary and John W. Baker, Secretary-Treasurer of the Hinthorn Cemetery Board.

Adopted by the County Board of McLean, County, Illinois this 15th day of October 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF P. A. "SUE" BERGLUND
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD**

WHEREAS, due to the expiration of term of P. A. "Sue" Berglund as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of P. A. "Sue" Berglund as a member of the McLean County Extension Board for a one-year term due to expire on November 1, 2003, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to P. A. "Sue" Berglund.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of October, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the
County Board of the County of
McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF BOB NUCKOLLS
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD

WHEREAS, due to the expiration of term of Bob Nuckolls as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

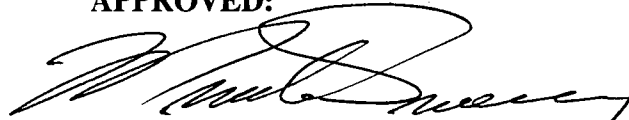
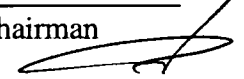
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Bob Nuckolls as a member of the McLean County Extension Board for a one-year term due to expire on November 1, 2003, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Bob Nuckolls.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of October, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board 

ATTEST:


Peggy Ann Milton, Clerk of the
County Board of the County of
McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF DIANE BOSTIC
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD**

WHEREAS, due to the expiration of term of Diane Bostic as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Diane Bostic as a member of the McLean County Extension Board for a one-year term due to expire on November 1, 2003, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Diane Bostic.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of October, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the
County Board of the County of
McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF KENT MOREFIELD
AS A COMMISSIONER OF THE
SANGAMON RIVER DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Kent Morefield as a Commissioner of the Sangamon River Drainage District, it is advisable to consider a reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Kent Morefield as a Commissioner of the Sangamon River Drainage District for a term of three years to expire on the first Tuesday in September, 2005 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Kent Morefield and Hunt Henderson, Attorney for the District.

Adopted by the County Board of McLean County, Illinois, this 15th day of October, 2002.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Members Gordon/Emmett moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Chairman Sweeney presented the following:

September 22, 2002

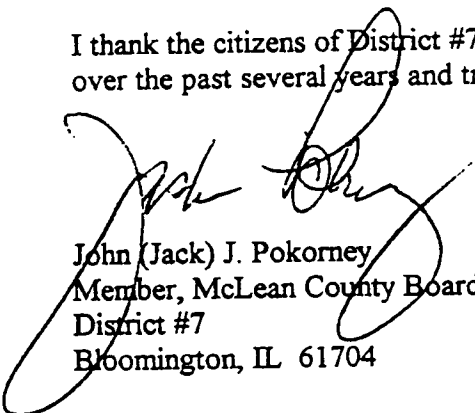
Michael F. Sweeney
Chairman, McLean County Board
McLean County Law & Justice Center
Bloomington, IL

Mike,

This is to inform you of my resignation from the McLean County Board effective September 20. Since retiring from State Farm the first of this year, it had been my intent to relocate to Scottsdale, AZ at the time our Bloomington home was sold. That has occurred and the closing took place on the 20th. Sharon and I moved last week to Scottsdale and I have taken a position as a member of the adjunct faculty at Arizona State University and, in addition, I will continue to perform Human Resources consulting activities for client companies as well.

I have thoroughly enjoyed my tenure with the Board and value the associations with fellow Board members, elected officials, and the staff. The county has indeed been blessed with highly competent individuals interested in doing what is best for McLean County and the citizens living there. Even though Sharon and I are excited with our new surroundings and opportunities here in Arizona, we will greatly miss our friends and living in McLean County.

I thank the citizens of District #7 for giving me the opportunity to serve McLean County over the past several years and trust they feel I have made a positive difference for them.



John (Jack) J. Pokorney
Member, McLean County Board
District #7
Bloomington, IL 61704

cc: John Zeunik

Chairman Sweeney stated they have received a letter of resignation from Member Pokorney. He continued with the following: Jack served the Board for many years. He is now residing in Scottsdale, AZ. State law says that we need to appoint somebody within sixty days. We only have 45 days until we have a new Board so I suggest we do not replace Member Pokorney for one day. If nobody disagrees, we will move forward to the next item. No one disagreed.

Chairman Sweeney presented the following:

CHARLES G. REYNARD

McLean County State's Attorney

Law and Justice Center, Room 605
104 West Front Street, P O Box 2400
Bloomington, Illinois 61701-2400
Telephone: (309) 888 - 5400
FAX number: (309) 888 - 5429
E-mail: charles@mclean.gov

October 04, 2002

Honorable Michael Sweeney, Chairman
McLean County Board
104 W. Front Street
Bloomington, IL 61701

RE: Resignation

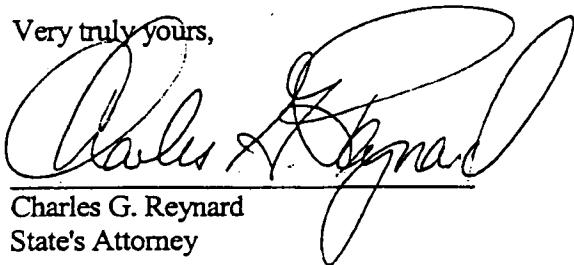
Dear Chairman Sweeney:

As we previously discussed, subject to unanticipated electoral events occurring on November 5, 2002, I am herewith tendering my resignation from the office of McLean County State's Attorney, effective December 2, 2002 at approximately 3:00 PM.

It is my understanding that you will announce the anticipated vacancy of this office at the time of the full County Board meeting scheduled for October 15, 2002. In addition, it is my understanding that you will thereafter be receiving applications for appointment to this office, conducting interviews of interested applicants during the course of the Executive Committee meeting scheduled November 12, 2002 at 4:30 PM, and then announcing the appointment with the advice and consent of the County Board at its regularly scheduled meeting on November 19, 2002, at 9:00 AM. It is my opinion that this procedure is legally sufficient to accomplish the succession of office.

I am saving my expressions of deep gratitude to you and the County Board for the November 19 meeting; accordingly, I am requesting the opportunity to speak to the County Board for several minutes on that date. Thank you for your consideration.

Very truly yours,



Charles G. Reynard
State's Attorney

Chairman Sweeney stated they received a letter of resignation from Charles G. Reynard indicating that effective December 2, 2002 he will be taking over as judge if wins the election in November. He continued with the following: State law requires that there be a State's Attorney in place. If we do not go through the process I am about to suggest, from December 3, 2002 and beyond we would have a temporary State's Attorney. We could have an Executive Committee Meeting, with all Members invited, and have each candidate for State's Attorney come to discuss their qualifications and then we could open it for questions and answers. Mr. Zeunik checked with Judge Freese and he agreed that this was an appropriate response to this situation. Member Gordon asked if the vacancy, as noted in Mr. Reynard's letter, would be effective December 2, 2002 at approximately 3:00 p.m. Chairman Sweeney said the following: my game plan would be that the Executive Committee, on November 12, 2002, would interview the candidates. Then, on November 19, 2002 at the Board meeting, we would make the decision of who is the next State's Attorney, effective December 2, 2002.

Member Sommer, Vice-Chairman, presented the following:

AMENDMENT TO THE McLEAN COUNTY GIFT BAN ORDINANCE

WHEREAS, the State Gift Ban Act, P.A. 90-737, which became effective on January 1, 1999, has been amended by P.A. 92-853, and

WHEREAS, the County Board enacted the McLean County Gift Ban Ordinance on June 15, 1999, and

WHEREAS, the Act requires all units of local government, including counties, to enact gift ban ordinances in accordance with its provisions, and

WHEREAS, the County Board finds it is necessary and in the public interest to adopt this Amendment, now therefore,

BE IT ORDAINED, by the County Board of McLean County, Illinois, now in regular session, that the following Amendment to the McLean County Gift Ban Ordinance be and hereby is adopted.

1. That the provisions of Section 5.32 (23) be stricken and replaced as follows:

Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00. An item of nominal value such as a greeting card, baseball cap, or T-shirt.

2. That this Amendment shall take effect and be in full force from and after its adoption as provided by law.

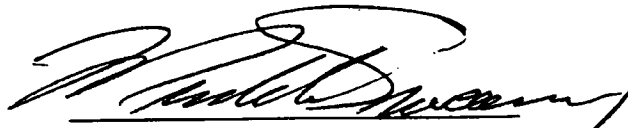
Adopted by the County Board of McLean County, Illinois this 15th day of October, 2002.

ATTEST:



Peggy Ann Milton
Clerk of the County Board
Of McLean County, Illinois

APPROVED:



Michael F. Sweeney
Chairman, McLean County Board

CHAPTER 5 - COUNTY BOARD

McLEAN COUNTY GIFT BAN ORDINANCE

WHEREAS, Public Act 90-737, the State Gift Ban Act, became effective on January 1, 1999, and

WHEREAS, Section 83 of that Act requires all units of local government, including counties, to prohibit the solicitation and acceptance of gifts and enforce those prohibitions in a manner substantially in accordance with the requirements of the Act within six (6) months after its effective date, and

WHEREAS, the County Board finds it is necessary and in the public interest to adopt this Ordinance, now therefore,

BE IT ORDAINED, by the County Board of McLean County, Illinois, now in regular session, that the following Ordinance be and hereby is adopted.

Section 5.30 DEFINITIONS. As used in this Ordinance:

Commission means an ethics commission created by the County Board of McLean County, Illinois.

Elected official means a person elected or appointed to an elective County Office, but does not include the Circuit Clerk or State's Attorney.

Employee means all full-time or part-time employees of elected and appointed officials of the County; elected and appointed officials of the County, whether salaried or non-salaried.

Gift means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an employee.

Political Organization means a party, committee, association, fund, or other organization (whether or not incorporated) organized and operated primarily for the purpose of directly or indirectly accepting contributions or making expenditures, or both, for the function of influencing or attempting to influence the selection, nomination, election, or appointment of any individual to any federal, state, or local public office or office in a political organization, or the election of Presidential or Vice-Presi⁴²tial electors, whether or not

the individual or electors are selected, nominated, elected or appointed. The term includes an organization that makes expenditures relating to an office described in the preceding sentence which, if incurred by the individual, would be allowable as a federal income tax deduction for trade or business expenses.

Prohibited source means any person or entity who:

- (1) is seeking official action by the employee, by another employee directing the first employee, or by the County;
- (2) does business or seeks to do business with the employee, with another employee directing the first employee, or with the County;
- (3) conducts activities regulated by the employee, by another employee directing the first employee, or by the County.
- (4) has interests that may be substantially affected by the performance or non-performance of the official duties of the employee; or
- (5) is subject to an ordinance or resolution of the County that regulates lobbying as authorized by the Lobbyist Registration Act.

Subsidiary body means any board, commission, or committee, created or authorized by statute or ordinance of the County.

Ultimate jurisdictional authority means the following:

- (1) for an employee who is not an elected official, the elected or appointed official or subsidiary body of the County with ultimate power to discipline the employee.
- (2) for an elected official, the County Board.

Section 5.31 GIFT BAN. Except as otherwise provided in this Ordinance, no employee shall solicit or accept any gift from any prohibited source or in violation of any federal or State statute, rule, regulation or any ordinance or resolution. This ban applies to and includes spouses of and immediate family living with the employee. No prohibited source shall offer or make a gift that violates this Section.

Section 5.32 EXCEPTIONS. The restriction in Section 5.31 does not apply to the following:

- (1) Anything for which the employee pays the market value of anything not used and promptly disposed of as provided in Section 5.34.
- (2) A contribution, as defined in Article 9 of the Election Code, that is lawfully made under that Code or attendance at a fundraising event sponsored by a political organization.
- (3) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, half brother, or half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiance or fiancée.
- (4) Anything provided by an individual on the basis of a personal friendship unless the employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the employee and not because of the personal friendship.

In determining whether a gift is provided on the basis of personal friendship, the employee shall consider the circumstances under which the gift was offered, such as:

- (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
 - (ii) whether to the actual knowledge of the employee the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
 - (iii) whether to the actual knowledge of the employee the individual who gave the gift also at the same time gave the same or similar gifts to other employees.
- (5) A commercially reasonable loan evidenced in writing with repayment due by a date certain made in the ordinary course of the lender's business.

- (6) A contribution or other payments to a legal defense fund established for the benefit of an employee that is otherwise lawfully made.
- (7) Intra-office and inter-office gifts. For the purpose of this Ordinance, "intra-office gifts" and "inter-office" gifts mean:
 - (i) any gift given to an employee from another employee;
 - (ii) any gift given to an employee from an elected official or employee of another unit of local government or school district; or
 - (iii) any gift given to an employee from a member, officer or employee subject to the State Gift Ban Act, as those terms are defined in that Act.
- (8) Food, refreshments, lodging, transportation, and other benefits:
 - (i) resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the employee as an employee) of the employee or the spouse of the employee, if the benefits have not been offered or enhanced because of the official position or employment of the employee and are customarily provided to others in similar circumstances;
 - (ii) customarily provided by a prospective employer in connection with bona fide employment discussions; or
 - (iii) provided by a political organization in connection with a fundraising or campaign event sponsored by that organization.
- (9) Pension and other benefits resulting from continued participation in an employee welfare and benefits plan.
- (10) Informational materials that are sent to the office of the employee in the form of books, articles, periodicals, other written materials, audiotapes, videotapes, or other forms of communication.
- (11) Awards or prizes that are given to competitors in contests or events open to the public, including random

drawings.

- (12) Honorary degrees (and associated travel, food, refreshments, and entertainment provided in the presentation of degrees and awards).
- (13) Training (including food and refreshments furnished to all attendees as an integral part of the training) provided to an employee if the training is in the interest of the County.
- (14) Educational missions, including meetings with government officials either foreign or domestic, intended to educate public officials on matters of public policy, to which the employee may be invited to participate along with other federal, state, or local public officials and community leaders.
- (15) Bequests, inheritances, and other transfers at death.
- (16) Anything that is paid for by the federal government, the State, a unit of local government, or a school district, or secured by the government under a government contract.
- (17) A gift of personal hospitality of an individual other than a regulated lobbyist or agent of a foreign principal, including hospitality extended for a nonbusiness purpose by an individual, not a corporation or organization, at the personal residence of that individual or the individual's family or on property or facilities owned by that individual or the individual's family.
- (18) Free attendance at a widely attended event permitted under Section 5.33.
- (19) Opportunities and benefits that are:
 - (i) available to the public or to a class consisting of all employees whether or not restricted on the basis of geographic consideration;
 - (ii) offered to members of a group or class in which membership is unrelated to employment or official position;
 - (iii) offered to members of an organization such as an employee's association or credit union, in which membership is related to employment or official position and similar opportunities

are available to large segments of the public through organizations of similar size;

- (iv) offered to any group or class that is not defined in a manner that specifically discriminates among government employees on the basis of branch of government or type of responsibility, or on a basis that favors those of higher rank or rate of pay;
 - (v) in the form of loans from banks and other financial institutions on terms generally available to the public; or
 - (vi) in the form of reduced membership or other fees for participation in organization activities offered to all government employees by professional organizations if the only restrictions on membership relate to professional qualifications.
- (20) A plaque, trophy, or other item that is substantially commemorative in nature and that is extended for presentation.
- (21) Golf or tennis; food or refreshments of nominal value and catered food or refreshments; meals or beverages consumed on the premises from which they were purchased.
- (22) Donations of products from an Illinois company that are intended primarily for promotional purposes, such as display or free distribution, and are of minimal value to any individual recipient.
- (23) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00. An item of nominal value such as a greeting card, baseball cap, or T shirt.

Section 5.33 ATTENDANCE AT EVENTS.

- (1) An employee may accept an offer of free attendance at a widely attended convention, conference, symposium, forum, panel discussion, dinner, viewing, reception, or similar event, provided by the sponsor of the event, if:
- (i) the employee participates in the event as a speaker or a panel participant, by presenting information related to government, or by

performing a ceremonial function appropriate to the employee's official position or employment; or

- (ii) attendance at the event is appropriate to the performance of civic affairs in Illinois or the official duties or representative function of the employee.
- (2) An employee who attends an event described in subsection (1) may accept a sponsor's unsolicited offer of free attendance at the event for an accompanying individual.
- (3) An employee, or the spouse or dependent of an employee, may accept a sponsor's unsolicited offer of free attendance at a charity event, except that reimbursement for transportation and lodging may not be accepted in connection with the event.
- (4) For purposes of this Section, the term "free attendance" may include waiver of all or part of a conference or other fee, the provision of transportation, or the provision of food, refreshments, entertainment, and instructional materials furnished to all attendees as an integral part of the event. The term does not include entertainment collateral to the event, nor does it include food or refreshments taken other than in a group setting with all or substantially all other attendees, except as authorized under subsection (21) of Section 5.32.

Section 5.34 DISPOSITION OF GIFTS. The recipient of a gift that is given in violation of this Ordinance may, at his or her discretion, return the item to the donor or give the item or an amount equal to its value to an appropriate charity.

Section 5.35 REIMBURSEMENT.

- (1) A reimbursement (including payment in kind) to an employee from a private source other than a regulated lobbyist or agent of a foreign principal for necessary transportation, lodging, and related expenses for travel to a meeting, speaking engagement, fact finding trip, or similar event in connection with the duties of the employee as an employee shall be deemed to be a reimbursement to the County and not a gift prohibited by this Ordinance if the employee:
 - (i) discloses the expenses reimbursed or to be reimbursed and the authorization to the County Auditor within 30 days after the travel is

completed; and

- (ii) in the case of an employee under direct supervision of another employee, receives advance authorization from the supervising employee to accept reimbursement.
- (2) For purposes of subsection (1), events, the activities of which are substantially recreational in nature, shall not be considered to be in connection with the duties of an employee as an employee.
- (3) Each advance authorization to accept reimbursement shall be signed by the employee under whose direct supervision the employee works and shall include:
- (i) the name of the employee;
 - (ii) the name of the person who will make the reimbursement;
 - (iii) the time, place, and purpose of the travel; and
 - (iv) a determination that the travel is in connection with the duties of the employee as an employee and would not create the appearance that the employee is using public employment for private gain.
- (4) Each disclosure made under subsection (1) of expenses reimbursed or to be reimbursed shall be signed by the employee or, in the case of an employee under direct supervision of another employee, by the supervising employee and shall include:
- (i) a good faith estimate of total transportation expenses reimbursed or to be reimbursed;
 - (ii) a good faith estimate of total lodging expenses reimbursed or to be reimbursed;
 - (iii) a good faith estimate of total meal expenses reimbursed or to be reimbursed;
 - (iv) a good faith estimate of the total of other expenses reimbursed or to be reimbursed; and
 - (v) a determination that all those expenses are necessary transportation, lodging, and other related expenses.

Section 5.36 ETHICS OFFICER. The Chairman of the County Board shall be the Ethics Officer for the County. The Chairman of the County Board or his designee shall:

- (1) review statements of economic interests and disclosure forms of County employees before they are filed with the County Clerk; and
- (2) provide guidance to County employees in the interpretation and implementation of this Ordinance.

Section 5.37 COUNTY ETHICS COMMISSION.

- (1) A County Ethics Commission is hereby created consisting of five (5) members, all of whom shall be residents of the County. Each member shall be appointed by the Chairman of the County Board with the advice and consent of the County Board.
- (2) Appointed and elected officials who are non-salaried are not exempt from application of this Ordinance.
- (3) Commission members may be reimbursed for their reasonable expenses actually incurred in the performance of their duties.
- (4) In addition to complaints alleging violations of this Ordinance by County employees, the commission shall investigate complaints alleging violations of gift ban ordinances or resolutions enacted by other units of local government or school districts, but only if:
 - (i) the majority of the territory of such units of local government or school districts lies within McLean County; and
 - (ii) such units of local government or school districts have no ethics commission; and
 - (iii) State law requires the County Ethics Commission to investigate such complaints; or
 - (iv) the County, at its discretion, enters into an intergovernmental agreement with such units of local government or school districts to provide the services of its ethics commission.

Section 5.38 STAFF. The commission may, subject to the approval of the County Board, employ necessary staff persons and contract for services that cannot be satisfactorily performed by the staff.

Section 5.39 POWERS AND DUTIES. The commission shall have the following powers and duties:

- (1) To promulgate procedures and rules governing the performance of the duties and the exercise of its powers.
- (2) Upon receipt of a signed, notarized, written complaint, to investigate, conduct research, conduct closed hearings and deliberations, issue recommendations, and impose a fine.
- (3) To act only upon the receipt of a written complaint alleging a violation of this Ordinance and not upon its own prerogative.
- (4) To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated this Ordinance.
- (5) To subpoena witnesses and compel the production of books and papers pertinent to an investigation authorized by this Ordinance.
- (6) To request that the State's Attorney provide legal advice without charge to the commission.
- (7) To prepare and publish manuals and guides explaining the duties of individuals covered by this Ordinance.
- (8) To prepare public information materials to facilitate compliance, implementation, and enforcement of this Ordinance.
- (9) To submit to the McLean County Board an annual statistical report for each year consisting of
 - (i) the number of complaints filed,
 - (ii) the number of complaints deemed to sufficiently allege a violation of this Act,
 - (iii) the recommendation, fine, or decision issued for each complaint,
 - (iv) the number of complaints resolved, and
 - (v) the status of pending complaints.

Section 5.40 COMPLAINT PROCEDURE.

- (1) Complaints alleging the violation of this Ordinance shall be filed with the commission as follows:
 - (i) If the complaint alleges a violation by an employee of the county, the complaint shall be filed with the ethics commission of the county.
 - (ii) If the complaint alleges a violation by an elected official or employee of a unit of local government other than the county or of a school district, then the complaint shall be filed with the county ethics commission only if the unit of local government or school district has complied with the requirements of Section 5.37 (4) of this Ordinance. The complaint shall not be properly filed until submitted to the commission.
- (2) Within three (3) business days after the receipt of an ethics complaint, the commission shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The commission shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within three (3) business days after the submittal to the commission. The notices to the respondent and the complainant shall also advise them of the date, time, and place of the meeting on the sufficiency of the complaint and probable cause.
- (3) Upon at least 24 hours public notice of the session, the commission shall meet in a closed session to review the sufficiency of the complaint and, if the complaint is deemed to sufficiently allege a violation of this Ordinance, to determine if there is a probable cause, based on evidence presented by the complainant, to proceed. The commission shall issue notice to the complainant and the respondent of the commission's ruling on the sufficiency of the complaint and, if necessary, on probable cause within seven (7) business days after receiving the complaint. If the complaint is deemed to sufficiently allege a violation of this Ordinance and there is a determination of probable cause, then the commission's notice to the parties shall include a hearing date scheduled within four (4) weeks after the complaint's receipt. If the complaint is deemed not to sufficiently allege a violation or if there is no determination of probable cause, then the

commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint, and that notice shall be made public.

- (4) On the scheduled date and upon at least 24 hours public notice of the meeting, the commission shall conduct a closed meeting on the complaint and allow both parties the opportunity to present testimony and evidence.
- (5) Within six (6) weeks after the complaint's receipt, the commission shall
 - (i) dismiss the complaint, or
 - (ii) issue a preliminary recommendation to the alleged violator and to the violator's ultimate jurisdictional authority or impose a fine upon the violator, or both. The particular findings in the instant case, the preliminary recommendation, and any fine shall be made public.
- (6) Within seven (7) business days after the issuance of the preliminary recommendation or imposition of a fine, or both, the respondent may file a written demand for a public hearing on the complaint. The filing of the demand shall stay the enforcement of the preliminary recommendation or fine. Within two (2) weeks after receiving the demand, the commission shall conduct a public hearing on the complaint after at least 24 hours public notice of the hearing and allow both parties the opportunity to present testimony and evidence. Within five (5) business days, the commission shall publicly issue a final recommendation to the alleged violator and to the violator's ultimate jurisdictional authority or impose a fine upon the violator, or both.
- (7) If a complaint is filed during the 60 days preceding the date of any election at which the respondent is a candidate, the commission shall render its decision as required under subsection (5) within seven (7) days after the complaint is filed, and during the seven (7) days preceding that election, the commission shall render such decision before the date of that election, if possible.
- (8) A commission may levy a fine of up to \$5,000 against any person who knowingly files a frivolous complaint alleging a violation of this Ordinance.
- (9) A complaint alleging the violation of this Ordinance

must be filed within one year after the alleged violation.

Section 5.41 ENFORCEMENT.

- (1) A commission may recommend to a person's ultimate jurisdictional authority disciplinary action against the person it determines to be in violation of this Ordinance. The recommendation may prescribe the following courses of action:
 - (i) a reprimand.
 - (ii) to cease and desist the offensive action.
 - (iii) a return or refund of money or other items, or an amount of restitution for services, received in violation of this Ordinance.
 - (iv) dismissal, removal from office, or expulsion.
 - (v) a donation to a charity of an amount equal to the gift.
- (2) A commission may impose a fine of up to \$1,000 per violation to be deposited into the County's general fund or the general fund of the violating employee's unit of local government or school district, if applicable.
- (3) An employee's ultimate jurisdictional authority may take disciplinary action against the employee
 - (i) who violates this Ordinance,
 - (ii) who is the subject of a recommendation by an ethics commission, or
 - (iii) described by both items (i) and (ii).

The ultimate jurisdictional authority may take disciplinary action recommended by the commission, if any, or as it deems appropriate, to the extent it has lawful authority to take that action.

The ultimate jurisdictional authority shall make its action, or determination to take no action, available to the public.

- (4) If after a hearing the commission finds no violation of

this Ordinance, the commission shall dismiss the complaint.

Section 5.42 REVIEW. A commission's decision to dismiss a complaint or its recommendation is not a final administrative decision, but its imposition of a fine is a final administrative decision subject to judicial review under the Administrative Review Law of the Code of Civil Procedure.

Section 5.43 EXEMPTION. The proceedings conducted and documents generated under this Act are exempt from the provisions of the Open Meetings Act and the Freedom of Information Act.

Section 5.44 EFFECTIVE DATE. This Ordinance shall take effect and be in full force from and after its adoption as provided by law.

Adopted by the County Board of McLean County, Illinois this 15th day of June, 1999.

ATTEST:

APPROVED:

Peggy Ann Milton
Clerk of the County Board
of McLean County, Illinois
y:\giftban.ord

Gary C. Riss
Chairman, McLean County Board

Members Sommer/Renner moved the County Board approve a Request for Approval of a Proposed Amendment to the County Gift Ban Ordinance - State's Attorney's Office. Mr. Ruud stated the following: in their wisdom the State Legislature and Governor signed into law P.A. 92-853 which has now clarified one of the exemptions to the Gift Ban Act. Originally, it was appropriate for any public official or employee to accept a gift of nominal value. State law and our ordinance, in accordance with State law, said that it is okay to receive a greeting card, baseball cap, or a T-shirt. Apparently, that created some consternation among individuals in Illinois as to what we meant by nominal value. Now the new law and ordinance say that you, as a public official or public employee, can now accept any item or items from any one prohibited source during the calendar year so long as it is cumulatively less \$100.00. In plain English, that means that if an entity, a prohibited source is generally an entity that is doing business with the County, wants to do business with the County, or is licensed regularly by the County, wants to give a County public official a gift and its value is \$99.99 or less it is perfectly acceptable under the Gift Ban Act. That is the clarification this provided and that's what we're required to enact today in accordance with State law. Member Sommer asked for clarification of the \$100 to the point that that's cumulative. If I got eleven ten-dollar gifts, is that prohibited? Mr. Ruud stated that would be prohibited so long as that eleventh check came within that twelve-month period. Member Sommer stated then we do need to recognize the cumulative effect of the gift. Mr. Ruud continued: one word of caution before the people come through the door ready to shower you with gifts, I would still advise caution for two reasons. One, it is always important to avoid the appearance of impropriety and secondly, there is a little criminal statute called official misconduct, bribery with other components so I would advise caution when accepting gifts. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman, presented the following:

1.0 PREAMBLE

Pursuant to the fundamental philosophy of the American constitutional form of government, it is declared to be the public policy of the government of McLean County that all persons are entitled to full and complete information regarding the affairs of government and the official acts and policies of those who represent them as public officials and public employees. The access to this information is *not* intended to be used to violate individual privacy, nor to further a commercial enterprise, nor to disrupt the duly-undertaken work of any public body independent of the fulfillment of any of rights of the people to access information. McLean County is committed to safeguarding the privacy of it's citizens.

2.0 DEFINITIONS

Cookies – A cookie is a line of text with a server address and identification number which is stored on a computer. Cookies are by themselves not harmful and do not contain information other than that which an individual has voluntarily entered. They are not applications or virus spreaders. They may be used to track where the user goes on a website or to pass information from one page to the next so that the user does not have to enter redundant information every time a form is completed. If the user chooses to not allow cookies on their computer, there are some applications on the County website which may not function.

County - As used in this document, "County" shall refer to the employees and representatives of the government of McLean County, Illinois.

3.0 PRIVACY STATEMENT

Information collected and received through the County website may become public record and therefore subject to disclosure under the Illinois Freedom of Information Act. It is therefore the policy of McLean County that any personal information provided to the County, including, but not limited to, name, address, telephone number, drivers license number, Social Security Number and email address will be sold or rented to any entity or individual or disclosed to unauthorized entity or individual. The release of personal information by the departments and agencies under the control of the County Board shall be limited to authorized State of Illinois government agencies, to authorized County departments, to authorized department contractors or grantees, and as mandated by Illinois law or court order.

4.0 PERSONAL INFORMATION AND CHOICE

"Personal information" is information about an individual that is readily identifiable to that specific individual. Personal information includes personal identifiers such as an individual's name, address, phone number, drivers license number and Social Security number. A domain name or Internet Protocol address is *not* considered personal information. The County does not collect personal information about an individual unless that individual chooses to voluntarily participate in an activity that asks for information (e.g., sending an e-mail or participating in a survey). If an individual chooses not to participate in these activities, that choice will in no way affect that individual's ability to use any other feature of the McLean County websites. If personal information is requested on the website or volunteered by the user, State law and the federal Privacy Act of 1974 may protect it. However, this information is a public record once an individual has provided it, and may be subject to public inspection and copying if not protected by federal or state law.

5.0 POLICIES FOR INDIVIDUALS UNDER 13 YEARS OF AGE

The County is committed to complying fully with the Children's Online Privacy Protection Act. Accordingly, any user under the age of 13 is not authorized to provide the County with personally identifying information, and the County will not use any such information in the County's database or other data collection activities. The County appreciates cooperation with this federally mandated requirement. Users are cautioned that the collection of personal information volunteered by children on-line or by e-mail will be treated the same as information given by an adult and may be subject to public access.

6.0 WEB LOGS

The County analyzes website logs to continually improve the value of the materials available on the County's site. Website logs are not personally identifiable, and the County makes no attempt to link them with the individuals that browse the County website.

7.0 INFORMATION RETAINED AND HOW IT IS USED

If, during a visit to the McLean County website, an individual just browses or downloads information, the following information about that visit will be retained: 1. The Internet Protocol address (not the e-mail address). Unique IP addresses are counted to determine the number of visitors to each web page during specific time frames. Analysis of the number of visitors helps to determine how, where or if the page will be delivered in the future. 2. The type of web browser used (Internet Explorer, Netscape, etc.). Web pages do not always display the same on every type or version of web browser and thus must be coded for appropriate access.

8.0 CORRESPONDENCE

If during a visit to the McLean County websites an individual participates in a survey or send an e-mail, the following additional information will be collected: 1. E-mail correspondence: The e-mail address and contents of the e-mail. The County may use an e-mail to respond appropriately. This may be to address issues identified by a user, to further improve the County's website, or to forward the e-mail to another agency for appropriate action. 2. Surveys : Any information volunteered in response to a survey is used for the purpose designated. The information collected is not limited to text characters and may include audio, video, and graphic information formats that have been provided.

9.0 LINK DISCLAIMER

9.1 Linking to the County's Pages. An individual may link to any page on McLean County's website without permission. The County recommends that an individual confine these links to the home page or to the home pages of specific departments. Other pages may be removed or contain time-sensitive data that is no longer valid.

9.2 Disclaimer for External Links The McLean County website contains links to other related World Wide Web Internet sites and resources. The County is not responsible for the contents of any off-site pages referenced. The user specifically acknowledges that McLean County is not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user. Links from the County's web pages on the World Wide Web to other sites do not constitute an endorsement from the County. These links are provided as an information service only. It is the responsibility of the web surfer to evaluate the content and usefulness of information obtained from other sites. Since the County is not responsible for the availability of these outside resources or their contents, an individual should direct any concerns regarding any external link to its site administrator or webmaster.

9.3 Requesting a link. An individual may request a link be made to an organization or business on the County's main links page. Links are subject to review, and the County reserves the right to reject any link. Links likely to be granted access are those which provide useful information about McLean County, participate in the economic development of McLean County or provide material and/or educational services to McLean County.

9.4 Disclaimer of Endorsement

The County is a distributor of content sometimes supplied by third parties and users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) and

do not necessarily state or reflect those of the County and shall not be used for advertising or product endorsement purposes. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by the County.

10.0 LEGAL NOTICES

Access to the McLean County website is provided subject to the following terms and conditions. Please read these terms carefully as use of these sites constitutes acceptance of all of the following terms and conditions:

10.1 Disclaimer of Liability

Neither McLean County Government nor any of its Board members, officers, agents or employees shall be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone's use of the information. In no event shall the County's website or its Board members, officers, agents or employees be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement or substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this system, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

10.2 Disclaimer of Warranties and Accuracy of Data

Although the data found using the McLean County access systems have been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County provides this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If an individual has obtained information from any of the County's web pages from a source other than the County pages, that individual should be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data associated with a file, and that the originator of the data or information be contacted with any questions regarding appropriate use. If an individual finds any errors or omissions, the County encourages the reporting of them to webmaster@co.mclean.il.us via e-mail.

10.3 Disclaimer of Duty to Continue Provision of Data

Due to the dynamic nature of the Internet, resources that are free and publicly available one day may require a fee or restricted access the next, and the location of items may change as menus, home pages, and files are reorganized. The user expressly agrees that use of the County's website is at the user's sole risk. The County does not warrant that the service will be uninterrupted or error free. The documents and related graphics published on this server could contain technical inaccuracies or typographical errors. Changes are periodically added to the information herein. The County and/or its respective agencies and programs may make improvements and/or changes in the information and/or programs described herein at any time.

10.4 Security

The County, as developer and manager of this website, has taken several steps to safeguard the integrity of its communications and computing infrastructure, including but not limited to authentication, monitoring, auditing, and encryption. Security measures have been integrated into the design, implementation and day-to-day practices of the entire County operating environment as part of its continuing commitment to risk management.

This information should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided via County supported websites

10.5 Choice of Law

Construction of the disclaimers above and resolution of disputes thereof are governed by the laws of the State of Illinois and the policies of the McLean County Board. The laws of the State of Illinois, U.S.A., shall apply to all uses of this data and this system. By use of this system and any data contained therein, the user agrees that use shall conform to all applicable laws and regulations and user shall not violate the rights of any third parties.

Members Sommer/Rodman moved the County Board approve a Request for Approval to Adopt and Publish an Internet Privacy Policy - Information Services as amended. Member Sommer noted on page 54, paragraph 3, the line should read, "...Social Security Number and email address will not be sold...". Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the reports are located on pages 59-73.

PROPERTY COMMITTEE:
Member Salch, Chairman, presented the following:

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**

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the 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:

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- 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

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.

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.

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

APPROVED:

**UNITED WAY OF McLEAN
COUNTY**

By: _____

COUNTY OF McLEAN

**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**

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to 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

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

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

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

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

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

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

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

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

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

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

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- (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.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 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

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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.

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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.

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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,

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- (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.

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- 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:

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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.

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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**

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Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 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 adjourning sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of ROE employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
- 6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of ROE employees, agents, or clients. ROE shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. ROE shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. ROE shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

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

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

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

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

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

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

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

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

10. **Conduct.** ROE shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.

11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by ROE without the prior express written approval of COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

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With Copies to:

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

If to ROE:

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

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of ROE unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 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**

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Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 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.

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

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

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

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

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

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

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

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

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

19. **Termination; Surrender of Possession.**

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

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

If to COUNTY:

Office of the County Administrator
McLean County
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

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**

By: _____

ATTEST:

By: _____

COUNTY OF McLEAN

By: _____
Chairman, McLean County Board

By: _____
Clerk of the McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

YWCA OF McLEAN COUNTY

As Tenant,

For

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

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Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 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

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

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

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

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

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

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

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

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

If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
P.O. Box 2400
Bloomington, Illinois 61702-2400

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With Copies to:

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

If to YWCA:

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

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of YWCA unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 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

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the 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

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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.

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- 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.

- 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.

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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.

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- 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**

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

BBECOMM03.Doc

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**

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the 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.

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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

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.

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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

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

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

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

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Children's Advocacy Center (hereinafter "CAC"), as Tenant, desire to 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.

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

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

Members Salch/Nuckolls moved the County Board approve a Request for Approval of Tenant Lease Agreements for Fiscal Year 2003 - Facilities Management:

- (1) United Way of McLean County
- (2) Veterans Assistance Commission
- (3) PATH Crisis Center
- (4) Regional Office of Education
- (5) GED Adult Education Literacy Program
- (6) YWCA of McLean County
- (7) Board of Election Commissioners - City of Bloomington
- (8) Institute for Collaborative Solutions, Inc.
- (9) Children's Advocacy Center

Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch noted the General Report local 170n pages 183-193.

JUSTICE COMMITTEE:
Member Sommer, Chairman, presented the following:

PERSONAL SERVICES CONTRACT

This Agreement, entered into this 21st day of October, 2002, is between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County", the McLean County State's Attorney, hereinafter known as "State's Attorney", and Marinna L. Wright, hereinafter known as "Contract Assistant State's Attorney."

WHEREAS, the County has authority under *Illinois Compiled Statutes*, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional legal services for the Office of the State's Attorney; and

WHEREAS, the Contract Assistant State's Attorney has the capacity to provide such services;

NOW, THEREFORE:

1. Marinna L. Wright is hereby appointed a Contract Assistant State's Attorney for the State's Attorney's Office.
2. The purpose of this personal services contract is to provide professional legal services in the traffic unit of the State's Attorney's Office commencing October 21, 2002. It is contemplated that the Contract Assistant State's Attorney will provide part-time services estimated to require approximately 2.5 (two and one-half) to 3.5 (three and one-half) workdays each week. However, the Contract Assistant State's Attorney retains the discretion to determine the actual hours and work location of her services, subject to the requirements of the Court. The County shall pay to the Contract Assistant State's Attorney, and the Contract Assistant State's Attorney agrees to accept, \$1,730.76 per each contract pay period, i.e. each 21 days, until this Agreement is terminated.

The Contract Assistant State's Attorney agrees as follows:

1. To provide professional legal services in the State's Attorney's Office estimated to require the equivalent of two and one-half to three and one-half full workdays each week, with discretion to determine actual hours and work location, subject to the requirements of the projects actually assigned.
2. The Contract Assistant State's Attorney, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Contract Assistant State's Attorney's activities pursuant to this Agreement.

It is further agreed by both parties:

1. The parties enter into this Agreement on the date first stated above and, further, the Agreement shall continue until terminated.
2. The Contract Assistant State's Attorney is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County or State's Attorney in so far as the manner and means of performing the services and obligations of this Agreement to ensure that this Agreement is performed according to its terms.
3. Nothing in this Agreement shall prevent the Contract Assistant State's Attorney from engaging in other employment apart from the services provided by this contract.
4. The Contract Assistant State's Attorney shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, and those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by references.
7. No waiver of any breach of this Agreement or any provision hereto shall constitute a waiver of any other or further breach of this Agreement or any provision thereof.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may not be assigned by either party without the prior written consent of the other party.
10. This Agreement is terminable at the will of any party upon the giving of fourteen days notice in writing. Written notice shall be mailed to the following addresses:

For the State's Attorney:

Mr. Charles G. Reynard
McLean County State's Attorney
McLean County Law and Justice Center
104 West Front Street, Room 605
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
McLean County Law and Justice Center
104 West Front Street, Room 701
Bloomington, Illinois 61701

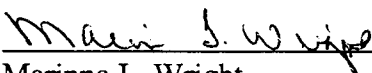
For the Contract Assistant State's Attorney:

Marinna L. Wright
1509 Ensign Drive, Apt. A
Normal, Illinois 61761

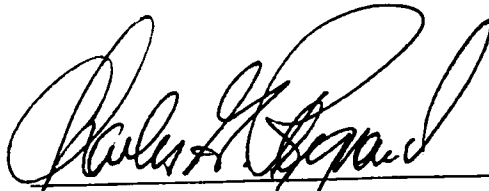
11. This Agreement is severable and the invalidity or unenforceability of any provision of this Agreement or any party hereto shall not render the remainder of this Agreement invalid or unenforceable.
12. This Agreement shall be binding upon parties hereto and upon the successors and interest, assigns, representatives, and heirs of such party.
13. The parties agree that the foregoing and the attached document(s), if any, constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signatures on the date first above noted.

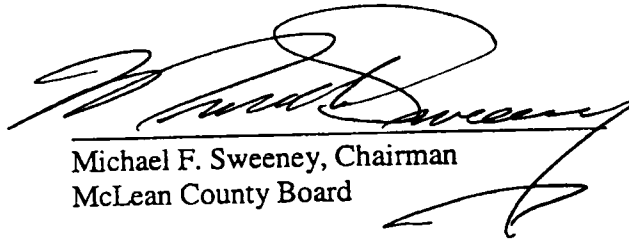
APPROVED:



Marinna L. Wright
Contract Assistant State's Attorney



Charles G. Reynard
McLean County State's Attorney



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois

Members Sommer/Emmett moved the County Board approve a Request for Approval of a Professional Services Contract with Mariana Wright, Attorney at Law - State's Attorney's Office as amended. Member Sommer noted that on Item 1, the second line should read 2.5 to 3.5 full workdays. Member Gordon stated the following: just to be sure I understood correctly, at the bottom of the page, paragraph one, under "Contract Assistant State's Attorney", the second line should now read " require the equivalent of 2.5 to 3.5 full workdays. Member Sommer stated that is correct. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated you will find on pages 198-202 our General Report.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

RESOLUTION

RESOURCE CONSERVATION AND DEVELOPMENT AREA

WHEREAS, there is a need to unite the many Federal, State and local organizations and associations to work together in solving social, economic and environmental issues; and

WHEREAS, there is a need to pool resources on a regional basis to gain professional support staff at an affordable price; and

WHEREAS, the Land Use and Development Committee had discussions at three different monthly meetings about participating in a Resource Conservation and Development Area in cooperation with the McLean County Soil and Water Conservation District and the USDA Natural Resources Conservation Service (NRCS); and

WHEREAS, the Land Use and Development Committee recommends that McLean County join with Dewitt, Piatt, Macon, Moultrie and Shelby Counties in forming a Resource Conservation and Development Area; now, therefore,

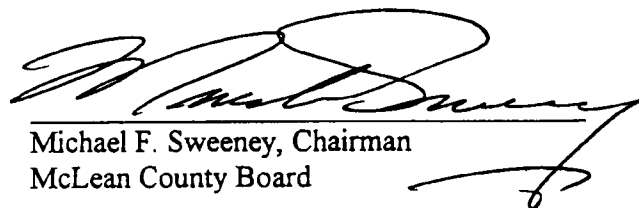
BE IT RESOLVED that McLean County join with Dewitt, Piatt, Macon, Moultrie and Shelby Counties in forming a Resource Conservation and Development Area as spearheaded by the McLean County Soil and Water Conservation District and the USDA Natural Resources Conservation Service and that the McLean County Board and McLean County Soil and Water Conservation District Board be designated to organize, sponsor, and coordinate this program.

Adopted by the County Board of McLean County, Illinois, this 15th day of October 2002.

ATTEST:


Peggy Ann Milton, County Clerk
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Members Gordon/Bostic moved the County Board approve a Request for Approval of a Resolution by the Land Use and Development Committee to Participate in a Resource Conservation and Development Area with DeWitt, Piatt, Macon, Moultrie, and Shelby Counties. Member Gordon stated: as part of the General Report, located on pages 206-215, the Minutes of the discussion at our most recent Land Use Committee Meeting, where this Resolution came from, can be found on pages 210-214. Member Sommer stated: it seems that perhaps this was our second choice in a grouping. We were not accepted in the other grouping. Could you please explain that? Member Gordon stated: it is second choice only in the sense of the timing sequence. We had explored the possibility of seeking to affiliate with an existing Resource Conservation and Development Area in the Prairie Rivers R C and D which is already a nine County area to our immediate north and west. This second possibility emerged as part of our continuing discussion and exploration. As we looked at it, the second to emerge came to have greater appeal. It was a close call because there were advantages to going in either direction. We decided that going in on the ground floor of a not yet formed R C and D might be better overall for the County in the long run. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Gordon noted the Recognition of Building and Zoning Office. There are some communications received, particularly from the Chairman of the Zoning Board of Appeals. I want to commend Phil Dick and his entire staff in his office for work well done.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

October 9, 2002

To the Honorable Chairman and Members of the McLean County Board:

Pursuant to the Resolution Setting Forth Specific Recommendations for the Fiscal Year 2002 General Fund Annual Appropriation and Budget Ordinance, which was approved by the McLean County Board on July 23, 2002, your FINANCE COMMITTEE herewith respectfully recommends approval of the attached request received from the Honorable David Owens, Sheriff, to fill one vacant Correctional Officer position.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1 Stan Haselton Joseph Sommer	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Ray Rodman B.H. "Duffy" Bass	District #7 John J. "Jack" Pokorney P.A. "Sue" Berglund	District #9 Gene Salch Adam D. Kinzinger
District #2 Matt Sorensen W. Bill Emmett	District #4 Susie Johnson Dr. Robert L. Arnold	District #6 George J. Gordon David F. W. Setzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval to fill additional staff positions in the Adult Detention Center - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, State's Attorney's Office 0020

WHEREAS, the McLean County Board, on November 20, 2001, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for all departments and agencies within the General Fund 0001; and,

WHEREAS, reductions in revenue received from the State of Illinois for photo processing sales tax, personal property replacement tax, and salary reimbursement for probation officers combined with losses in local sales tax revenue as a result of property annexations by the City of Bloomington have caused Fiscal Year 2002 General Fund revenues to decline by \$686,350.00; and,

WHEREAS, it is necessary and prudent to set forth specific recommendations for the Fiscal Year 2002 General Fund Appropriation and Budget Ordinance to reflect these circumstances; and,

WHEREAS, the Finance Committee, on Tuesday, October 1, 2002, and the Executive Committee, on Tuesday, October 8, 2002, recommended approval of an Emergency Appropriation Ordinance to reflect these circumstances; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to reduce and otherwise amend the appropriated budget of the General Fund 0001 department as follows:

State's Attorney's Office - 0020

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0020	0706-0001	Contract Services	\$13,200.00	\$4,600.00	\$6,600.00

2. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the departments and agencies herein affected.

(2)

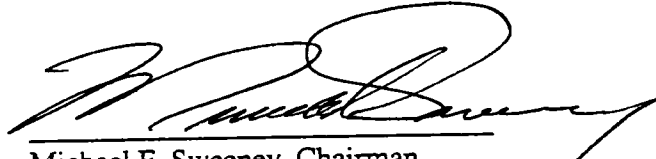
ADOPTED by the County Board of McLean County this 15th day of October, 2002.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance - State's Attorneys Office. Member Sorensen stated: we are returning \$4,600 to the General Fund in the 2002 Budget. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Berglund, Vice-Chairman, presented the following:

PUBLIC OFFICIAL BONDS BID
OPENING @ SEPTEMBER 25, 2002

AGENT/BROKER	BOND AMOUNT		SHERIFF \$ 100,000		COUNTY CLERK \$ 20,000		CO. TREASURER \$ 500,000		CO. COLLECTOR \$ 500,000		ROE - SUPT. \$ 100,000	
	ANNUAL	4-Yr Pd	ANNUAL	4-Yr Pd	ANNUAL	4-Yr Pd	ANNUAL	4-Yr Pd	ANNUAL	4-Yr Pd	ANNUAL	4-Yr Pd
Agent: Capen Frank Proctor & Bowles Carrier: West Bend Mutual Rating: A+/VIII	0	270	0	60	0	850	0	850	0	850	0	50
Agent: Capen Frank Proctor & Bowles Carrier: Ohio Casualty Group Rating: A-/XI	387	942	100	178	649	2,109	649	2,109	100	178	100	178
Agent: Parson & Nunan Inc. Carrier: Western Surety Company Rating: A+/VIII	450	1,530	90	214	1,507	5,126	1,507	5,126	315	1,071	315	1,071
Agent: RW Gipson Agency Inc Carrier: old Republic Surety Rating: A/VII	416	1,415	58	198	2,227	7,573	2,227	7,573	291	991	291	991
Agent: Michael B. Sprague Carrier: State Farm Insurance Cos. Rating: A++/XII	150	533	43	149	506	1,797	506	1,797	158	559	158	559

Notes: Required qualifications for sureties - AM Best Rating 2002 - A (Excellent)/Size IX (250 to 500 M)
* Recommended bids are double-underlined



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940 FAX: (309) 888-5949
104 West Front Street P. O. Box 2400

E-MAIL: riskmgt@mclean.gov
Bloomington, IL 61702-2400

Memo To: Matt Sorensen, Finance Committee Chair
Finance Committee Members
Cc: John Zeunik, County Administrator
From: Jennifer Ho, Risk Manager *Jen Ho*
Date: September 26, 2002
Subject: **Recommendation of Bids for Public Officials Bonds – Election Year 2002**

Received bids for the public officials bonds for the prospective elected county officials and the Superintendent of the Regional Office of Education of the 2002 election year were opened September 25, 2002. Based on the received bids, we are recommending that the bids for the elective office of the County Sheriff, County Clerk, County Treasurer and County Tax-collector, and the Superintendent of the Regional Office of Education be awarded to agent Michael Sprague, who represents the State Farm Insurance Companies. The total amount of these bids are: \$ 4,835.00.

It should be noted that agent Sprague submitted the only bids from a surety that met the bid specifications for the financial size and rating as defined by the AM Best Company of minimum financial size category IX (\$ 250 to \$ 500 M of capital, surplus and conditional reserve funds in millions of U.S. dollars) and a rating of A (excellent) as indicative of the carrier's ability to meet its on-going policyholders' obligations. State Farm Insurance Companies carry a rating of A++ and is of financial size category XII. Other received bids were from carriers that didn't met the financial size requirement or the rating requirements.

It would appear that the public official bonds market is a casualty of the current tight insurance marketplace. At this time, it is appropriate to acknowledge the efforts of the agents who participated in this bid process amidst a restrictive market situation. We may revisit the minimum specifications if needed for similar future bid undertakings.

A summary of the received bids is attached for your perusal. Please contact me if you should have questions on this matter. I will also be available at your regular meeting on October 1, 2002. Thank you.

Members Berglund /Kinzingler moved the County Board approve a Request for Approval of Risk Manager's Recommendation of Bids for Public Officials Bond - Election Year 2002 - Risk Management Department. Member Berglund stated: the reason the microphone was passed to me is that when all the bids were in, State Farm Insurance was the only bid that met all the specifications. Member Rodman asked to be shown as present and not voting due to a conflict of interest. Clerk Milton shows all other Members present voting in favor of the Motion. Motion carried.

Chairman Sorensen stated the General Report is located on pages 226-235 of the packet. Member Segobiano stated: I think our County Clerk should be complimented for the innovative means that she seems to arrive at each month for saving taxpayer dollars and I want to commend her for those efforts.

TRANSPORTATION COMMITTEE:
Member Bass, Chairman, presented the following:

**McLean County
Geographical Information System Funding
Grant Application Budget**

Personnel

1. G.I.S. Specialist	\$ 43,000
2. Support Person for Specialist	\$ 22,000
3. Fringe Benefits	<u>\$ 15,000</u>
Subtotal Personnel	\$ 80,000

Training

1. Training	\$ 15,000
-------------	-----------

Hardware & Software

1. Hardware & Software	<u>\$ 40,000</u>
Total Project	\$135,000

Funding Sources For IDOT Geographical Information System

1. IDOT G.I.S. Grant	\$100,000
2. McLean County	<u>\$ 35,000</u>
Total Project	\$135,000



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois/62764

September 4, 2002

MEMORANDUM TO COUNTY HIGHWAY ENGINEERS

Subject: Geographic Information System Funding

The Illinois Department of Transportation has established a new program to assist counties in the planning, development and application of Geographic Information Systems (GIS) technologies. These funds are designed to allow counties to develop new GIS systems, upgrade existing systems or develop new applications. They are not intended to provide assistance for maintaining existing systems.

Attached is a menu of eligible activities. Should you wish to fund items not included on this list, the Department will review those requests on a case by case basis. We will be allocating up to \$100,000 in federal planning funds for each county. This program will require a 20% local match. Due to the large number of potential requests for funding, it is anticipated that this program will be spread out over a few years based on applications and the availability of funds. All requests for funding must include components that will assist in transportation planning and decision-making activities.

To apply for funds, please submit a short scope of work along with a budget and schedule to:

Randy Blankenhorn
Illinois Department of Transportation
Room 307
2300 South Dirksen Parkway
Springfield, IL 62764
(217)785-2994.

RECEIVED

SEP 09 2002

McLEAN CO. HIGHWAY DEPT.

Michael A Williamsen

Michael A Williamsen, Chief
Urban Program Planning

cc: Randy Blankenhorn

Attachment

Eligible Activities

GIS Planning

- Feasibility
- Organizational Planning
- System Design
- Custom Application Prioritization

System Development and Implementation

- Software/Hardware Procurement
- Software/Hardware Installation
- Training

Data Development

- Digitizing Services
- Legacy Data Conversion
- CAD to GIS Conversion
- Field Data Collection
- Database Design
- Purchase of Data Sets

GIS Custom Applications

- Cost/Benefit Analysis
- Application Development
- Application Implementation

Members Bass/Hoselton moved the County Board approve a Request for Approval of Illinois Department of Transportation G.I.S. Grant Application. He stated: it is a \$100,000 Grant by the State of Illinois and the Grant will be matched by an estimated 20% by the County. The timing of this Grant is very important to McLean County. McLean County is in need of a technical expert who can use the data that will be available within several months from the G.I.S. Cadastral project. There are multitudes of applications that need to be developed in various County Departments. Maps of special taxing districts, school boundaries, voting precincts, and other information that could be used by most County Departments and the public. Once the grant funding is expired, the continued funding for this project would come from the Sidwell fund that would no longer be needed and from assessing various County Departments as they utilize this system. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

AN ORDINANCE TRANSFERRING FUNDS FROM THE COUNTY HIGHWAY FUND
0120-0055-0056-0801-0001 (CAPITAL IMPROVEMENTS) TO THE COUNTY
HIGHWAY FUND 0120-0055-0056-0808-0001 (LAND PURCHASE / BLDG. CONST)

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purpose set forth in the County Highway Fund 0120-0055-0056-0801-0001, Capital Improvement and in the County Highway Fund 0120-0055-006-0808-0001, Land Purchase / Building Construction in the Fiscal Year 2002 Adopted Budget; and

WHEREAS, it is necessary to provide sufficient monies to meet the necessary expenses for the purchase of property; and

WHEREAS, there are now sufficient monies available in the County Highway Fund 0120-0055-0056-0801-0001 that may be drawn upon to meet this projected shortfall; and

WHEREAS, it is desirable to transfer to said County Highway Fund 0120-0055-0056-0808-0001 from County Highway Fund 0120-0055-0056-0801-0001; and

WHEREAS, the County Administrator has recommended the need for transferring \$102,000.00 from the County Highway Fund 0120-0055-0056-0801-0001 to County Highway Fund 0120-0055-0056-0808-0001; and

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this ordinance to the McLean County Board; now

BE IT ORDAINED by the McLean County Board in regular session that the sum of up to \$102,000.00 be and the same is hereby ordered transferred from the County Highway Fund 0120 as follows:

FROM:	County Highway Fund 0120-0055-0056-0801-0001	<u>\$102,000.00</u>
TO:	County Highway Fund 0120-0055-0056-0808-0001	<u>\$102,000.00</u>

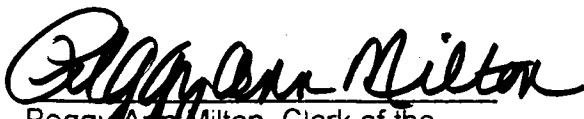
BE IT FURTHER ORDAINED that the Treasurer of McLean County be and is hereby directed to make such transfers accordingly.

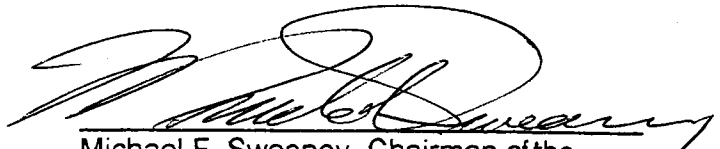
BE IT FURTHER ORDAINED that the County Clerk transmit certified copies of this ordinance to the County Administrator, County Auditor, County Engineer of Highways and the County Treasurer.

Adopted by the County Board of McLean County, Illinois this 15th day of October, 2002.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the
County Board of McLean County,
Illinois


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

Members Bass/Emmett moved the County Board approve a Request for Approval of an Ordinance Transferring Funds from the County Highway Fund 0120-0055-0056-0801-0001 (Capital Improvements) to the County Highway Fund 0120-0055-0056-0808-0001 (Land Purchase/Building Construction). This is to make our payments for the 37+ acres that were approved of by the County Board. It's just a transfer of funds from one side of the aisle to the other.

Member Bass stated the following: last month it was asked what the jurisdictional transfer policies were and the possibilities of roads like Towanda-Barnes being transferred from the County to the City, etc. Simply put, this is spelled out quite thoroughly in your packet. I would like our County Engineer to make a quick report on the Towanda-Barnes Road project and where we stand on its completion. Mr. Mitchell stated the following: Towanda-Barnes Road is open to four lanes of traffic from Route 150 to Route 9. There are minor items on both sections to complete. Just yesterday, we switched traffic over to the new two lanes on the section from Route 9 up to Fort Jesse. Now they are beginning to replace all the culverts under the older part of the road, replace the tile, put in the inlets and storm sewer. The hope, weather permitting, is that we will have the four lanes open from Route 9 up to Fort Jesse yet this fall.

REPORT OF THE COUNTY ADMINISTRATOR:

To the Honorable Chairman and Members of the McLean County Board:

In accordance with the Resolution Establishing the Budget Policy for Fiscal Year 2003 adopted by the McLean County Board on May 21, 2002, and in accordance with Chapter 55, Section 5-61001 of the *Illinois Compiled Statutes* (1998), I respectfully submit for your review a balanced budget for funding McLean County government's programs and services during Fiscal Year 2003. The Recommended Budget has been balanced within each fund using revenues projected to be available to the County during Fiscal Year 2003.

One year ago, the Fiscal Year 2002 Recommended Budget outlined three significant challenges facing County government. As you will recall, County government was faced with a 10% decline in farmland assessed value, a decrease in sales tax revenue, and a 9.5% increase in the employer's cost for health insurance. The total Fiscal Year 2002 Adopted Budget for all County funds increased only 4.7% over the Fiscal Year 2001 Adopted Budget. And, in the General Fund, the Fiscal Year 2002 Adopted Budget increased only 3.25% over the Fiscal Year 2001 Adopted Budget. Earlier this year in August, in an effort to bring the Fiscal Year 2002 General Fund operating expenses in line with reductions in State revenues due to the County, the Board took action to reduce the General Fund adopted budget by nearly 3%. For all County funds, the Fiscal Year 2003 Recommended Budget totals \$59,540,672.00, which represents an increase of just 2.07% over the Fiscal Year 2002 Adopted Budget. For Fiscal Year 2003, the financial and budgetary challenges confronting County government are more severe and, consequently, more difficult to address.

To appreciate and understand the difficult budget decisions that County government must address, it is appropriate to review the basic legal tenet that applies to County government. In Illinois, County government exists and derives its authority as an "Agent of the State". Therefore, in 101 of Illinois' 102 counties, including McLean County, the powers, duties, and responsibilities of County government are expressly limited by statute. In most funds, County government's ability to levy a property tax is restricted by a statutory maximum rate. On its own initiative, the County Board has very limited opportunities to add new local taxes, user fees, or charges for service. Many of the programs and services offered by County government are "indirect" services that do not lend themselves to a "fee for service" schedule. To fund the County's annual operating budget, County

government is largely dependent on two sources of revenue – the overall property tax levy and the intergovernmental share of State collected income, personal property replacement, and sales taxes.

During the preparation of the Fiscal Year 2003 Recommended Budget, the County offices and departments were asked to reduce their departmental requests because of external and internal factors that impact revenue growth in the various County funds. External factors include the national and state economic recession; the State's fiscal year 2003 adopted budget; and the ever-increasing cost of employee health insurance. Internal factors include the need to maintain equity between the non-bargaining unit employees and those employees represented by a bargaining unit; the uneven impact of the State's budget shortfall on the County's various funds; and the County's reliance on property tax revenues to make-up for declining State revenues.

National and State Economic Recession

After September 11, 2001, the nation experienced a slowdown in the economy that was attributable to continued weak corporate earnings, reductions in the labor force, and sluggish retail sales as a result of a lack of consumer confidence. The economic slowdown in Illinois seriously eroded the State's financial condition. State personal and corporate income tax payments declined. Personal property replacement tax payments significantly declined. Sales tax revenues remained flat, as retail stores, discount chains, and auto dealerships scrambled to offer reduced prices and new incentives to stimulate buying and reduce inventory. To stimulate investment and consumer spending, the Federal Reserve Bank has lowered the discount rate to 1.25% and has decided to maintain this low discount rate through the first three-quarters of 2002. This action helped to stimulate a wave of home mortgage refinancings as 15-year and 30-year mortgage interest rates fell below 6.0%. The good news for County government is that fees collected in the Recorder's Office are on pace to exceed last year's record total revenue. The bad news for County government (and investors) is that interest earned on investments in the County Treasurer's Office is at an all-time low.

County government's share of State collected revenues has declined in the current fiscal year. Through September 30, 2002, Retailers Occupation Tax revenue (sales tax) is running slightly ahead of last year at \$3,741,401.20, a 0.86% increase over last year, but is still below the projected budget amount. State Income Tax revenue is 4.93% less than one year ago. State Income Tax revenue through September 30th totals \$1,038,248.14, or 72.83% of the adopted budget amount. Personal Property Replacement Tax revenue experienced the most significant decline when compared to the adopted budget amount. Year-to-date Personal Property Replacement Tax revenue totals \$665,764.97, a 20.7% decrease from 2001.

State of Illinois Fiscal Year 2003 Budget

Faced with a budget shortfall, the State took action to increase revenues and reduce expenditures. To address the State's fiscal year 2003 budget shortfall, the State approved legislation to keep 100% of the photo processing sales tax revenue. For McLean County, this means an annualized loss of approximately \$42,000 in revenue. The State's adopted budget reduced probation officer grant-in-aid salary reimbursements from 100% to 89.7%. The grant-in-aid positions are to be reimbursed by the State at 100% of salary.

As a result of declining personal property replacement tax receipts, the County expects to receive nearly \$240,000 less in personal property replacement tax revenues. The Illinois Department of Revenue's estimate for Personal Property Replacement Tax revenue for the period July 1, 2002

through June 30, 2003 is \$882,904.00. For comparison, the Illinois Department of Revenue's estimate for Personal Property Replacement Tax revenue for the period July 1, 2001 through June 30, 2002 was \$1,125,269.00. For this period, actual revenue received was \$1,013,700.91.

On October 1st, the *Chicago Tribune* reported that the State's fiscal year 2003 budget gap between revenues and expenditures was widening. Of particular concern to County government is that State revenue continue to lag well below the State's budget projections. Since the State distributes State Income Tax and Personal Property Replacement Tax to County government, the current decrease in State revenues does not bode well for a strong economic recovery in 2003.

Increasing Cost of Employee Health Insurance

Again this year, County government, like every employer, is facing a double-digit increase in the cost of employee health insurance. Nationally, it is not unusual for employers to be looking at an increase of 15% to 20%. In last year's Recommended Budget, the increased cost of prescription drugs, including the increased utilization of expensive mental health drugs and newly engineered "wonder drugs," were noted as contributing to the higher cost of employee health insurance. According to the National Institute for Health Care Management, Americans spent \$154.5 billion on prescription medications last year. In 1997, they spent \$78.9 billion. During a meeting with the County's health insurance provider, we learned that County employees' use of prescription drugs mirrors what is happening across the country. The increased cost of employee health insurance for County government is being driven by three factors: first, prescription utilization; second, medical care utilization, specifically, outpatient, office visits, and emergency room visits; and third, the generally higher cost of medical care within the Bloomington-Normal market. In the 2002 Adopted Budget, County government's cost for employee health insurance increased to \$2300.00 per full-time equivalent employee. In the Fiscal Year 2003 Recommended Budget, County government's cost for employee health insurance will increase from \$2300.00 to \$2550.00 per full-time equivalent employee, an increase of 10.87%. Once again, County government has been able to hold the increase in employee health insurance costs below the national trend of 15% to 20%. The County's success in this area is attributable to the initiative and aggressive steps taken by the Employee Benefit Committee in negotiations with the health insurance provider.

Maintaining Equity between the Bargaining Unit Employees and the Non-Bargaining Unit Employees

The Resolution Establishing the Budget Policy for Fiscal Year 2003 states that "Principles of equity vis-à-vis the approved contract increases for bargaining units in Fiscal Year 2003, the general impact of inflation and employee morale shall be considered in determining any increase in compensation." The three external factors impacting the Fiscal Year 2003 Recommended Budget make it very difficult for County government to fully address the principles of equity across all County funds. As the County's largest fund, the General Fund sets the benchmark for all other County funds. In Fiscal Year 2003, the General Fund's total revenue will be significantly reduced by the decline in State revenues, specifically, sales tax receipts and personal property replacement tax dollars. Therefore, the financial capacity of the General Fund will determine the amount of the across-the-board increase and performance review/merit increase that will be afforded to all non-bargaining unit employees.

Uneven Impact of State Budget Cuts on County Funds

The Fiscal Year 2003 Recommended Budget includes 44 separate County funds. Of this total, currently, County government has authority to levy a property tax in 19 of these funds. For some County funds, the property tax levy is the sole source of revenue. In other County funds, 100% of the

expenses are funded by grant revenues from State and federal programs. For other County funds, for example, the Health Department Fund and the Highway Department Fund, revenues are a mix of the property tax levy, charges for services and reimbursement for services provided to other local governments. Because of the different sources of revenue available in the various County funds, the impact of State budget cuts is not evenly distributed across the County's 44 funds. In Fiscal Year 2003, some County funds will experience no affect as a result of the State's budget cuts. This structural imbalance permits some County funds to increase spending in Fiscal Year 2003 at a rate that exceeds the capacity of the other County funds, for example, the General Fund. The Fiscal Year 2003 Recommended Budget seeks to balance the financial capacity of individual County funds against the County's total spending in all funds.

County Government's Dependence on Property Tax Revenue

The property tax levy remains the County's single largest source of revenue. For 11 of the 19 County funds that are authorized to levy a property tax, statutory maximum tax rates limit the County's ability to increase the property tax levy amount. In those County funds that rely entirely on the property tax levy as their sole source of revenue, the combination of a statutory maximum tax rate plus the projected increase in the County's equalized assessed valuation determines how many dollars can be raised to support County programs and services. McLean County government, as an agent of the State and a non-home rule County, is restricted by law from increasing the maximum property tax rate for a specific County fund. For the same reasons, County government cannot increase the County's local share of the sales tax or increase fees that are established by law. The statutory limits placed on County government continue the County's dependence on property tax revenue.

Projected Growth in the Equalized Assessed Valuation

The following table illustrates the dollar increase and percentage increase in the County's equalized assessed valuation from 1990 through 2002.

McLean County Equalized Assessed Valuation: 1990 – 2002

<u>YEAR</u>	<u>EQUALIZED ASSESSED VALUATION</u>	<u>AMOUNT OF INCREASE</u>	<u>% CHANGE</u>
1990	\$ 1,195,433,142.00		
1991	\$ 1,287,775,057.00	\$ 92,341,915.00	7.72%
1992	\$ 1,298,734,004.00	\$ 10,958,947.00	0.85%
1993	\$ 1,397,491,156.00	\$ 98,757,152.00	7.60%
1994	\$ 1,522,264,749.00	\$124,773,593.00	8.93%
1995	\$ 1,650,280,594.00	\$128,015,845.00	8.41%
1996	\$ 1,809,201,122.00	\$158,920,528.00	9.63%
1997	\$ 1,949,003,362.00	\$139,802,240.00	7.17%
1998	\$ 2,055,062,536.00	\$106,059,174.00	5.44%
1999	\$ 2,338,722,687.00	\$238,660,151.00	13.80%
2000	\$ 2,475,150,505.00	\$136,427,818.00	5.83%
2001	\$ 2,627,874,419.00	\$152,723,914.00	6.17%
2002	\$ 2,770,325,723.00(<i>Projected</i>)	\$142,451,304.00	5.76%

In tax assessment year 2001, the farmland assessed value decreased by 10%, in accordance with the State formula used to value farmland. As a percentage of the County's total equalized assessed valuation, farmland accounted for 7.4% of the total in tax assessment year 2001. New construction added \$84,783,944.00 to the County's equalized assessed valuation in 2001. To assist with the preparation of the Fiscal Year 2003 Recommended Budget, the Supervisor of Assessments prepared an estimate of the County's equalized assessed value for tax assessment year 2002. The projected equalized assessed valuation of \$2,770,325,723.00 in tax assessment year 2002 includes a decrease of 10% in farmland assessed value. However, in tax assessment year 2002, farmland assessed value accounts for approximately 6.3% of the County's total value. The Supervisor of Assessments projects that new construction will add \$85,000,000.00 to the County's overall base. Recognizing County government's dependence on property tax revenue, the historical growth in the County's total equalized assessed valuation allows County government to levy and appropriate funds needed for the programs and services provided by the 19 County funds authorized to levy a property tax.

For the FY'2003 Recommended Budget, I decided to present an overview of the Special Revenue fund budgets before presenting the General Fund budget. The Special Revenue budgets – specifically, the Health Department Funds, the Highway Department Funds, and the Nursing Home Enterprise Fund – illustrate the point made earlier in the Budget Message that the impact of State budget cuts is not evenly distributed across all County funds. The Special Revenue Fund budgets also illustrate the County's dependence on the property tax levy and how the County's continued growth in equalized assessed valuation allows these Special Revenue Funds to levy for sufficient property tax dollars to provide needed programs and services.

Overview of the Health Department Funds

In the three primary Health Department Special Revenue Funds (Persons with Developmental Disabilities Fund, Tuberculosis Care and Treatment Fund, and Health Department Fund), the property tax levy is below the authorized statutory maximum rate. The Fiscal Year 2003 Recommended Budget is the ninth consecutive year in which the aggregate budget in each fund has been developed with a lower property tax rate. In addition, because of the severe revenue shortfall in the County's General Fund, the Personal Property Replacement Tax revenue previously budgeted in the Tuberculosis Care and Treatment Fund (\$9,089.00) and the Health Department Fund (\$57,972.00) has been shifted to the General Fund.

The Persons with Developmental Disabilities Fund 0110 property tax levy is projected to increase 3.6% with the projected tax rate declining 1.86%. The property tax levy for the Persons with Developmental Disabilities Fund totals \$555,176.00, which represents an increase of \$19,316.00 over the prior year. Of the total dollars budgeted, \$554,923.00 are budgeted for Mental Health Services.

The Tuberculosis Care and Treatment Fund 0111 budget totals \$268,495.00, which represents a 3.0% increase over the Fiscal Year 2002 Adopted Budget. The property tax levy for this fund totals \$264,295.00, which represents an increase of \$19,485.00 over the prior year. The projected property tax rate for the TB Care and Treatment Fund is projected to increase 7.96% from this year's property tax rate. Due to the large increase in active tuberculosis patients and those patients under directly observed therapy in the community, a 28% increase in the Vaccines/Prescriptions line-item account (\$8,000.00 budgeted in Fiscal Year 2003) has been budgeted in the TB Care and Treatment Fund.

The Fiscal Year 2003 Recommended Budget for the Health Department Fund 0112 totals \$3,370,229.00, which represents a 2.44% increase over the prior year. The Recommended Budget includes spending \$761,386.00 on Mental Health Services. The Fiscal Year 2003 mental health service grants and contracts are annualized with a 2.2% cost-of-doing business allowance.

The proposed property tax levy for the Health Department Fund 0112 totals \$2,416,512.00, which represents an increase of 3.99% over the prior year. The projected property tax rate for the Health Department Fund is 1.5% below the tax rate supporting the Fiscal Year 2002 Adopted Budget. The Health Department has achieved a reduction in the property tax rate supporting the Health Department Fund by generating non-tax revenue through user fees. In the Fiscal Year 2003 Recommended Budget, food permit fees are proposed to increase 3%. Under the Private Sewage Disposal Program, a 3% across-the-board fee increase is proposed. Within the Animal Control Program, a \$1.00 annual Animal Registration Fee increase from \$8.00 to \$9.00 is recommended. This is the first increase in this fee since 1993. The Health Department began gradually establishing fees for services such as food permits, immunizations, septic system permits, walk-in clinic, and dental clinic in 1985. In 1985, fee revenues represented only 3% of the department's total operating budget. In the Fiscal Year 2003 Recommended Budget, charges for service and permit fees support over 21% of the Health Fund's public health and animal control service budget. This further illustrates how certain Special Revenue Funds have the legal authority and financial capacity to adjust charges and fees for service in order to provide necessary programs and services.

Overview of the Highway Department Funds:

For the County Highway Fund 0120, the Fiscal Year 2003 Recommended Budget totals \$2,534,494.00. This represents an increase of \$91,373.00 or 3.74% higher than the Fiscal Year 2002 Adopted Budget. The property tax levy for the Highway Department is \$1,898,494.00, which represents an increase of \$111,750.00 or 6.25% over the prior year. The Recommended Budget tax levy is projected to generate a tax rate equal to \$0.07385 per \$100.00 of equalized assessed valuation. The Capital Outlay Budget for the County Highway Fund totals \$798,300.00 and includes \$40,800.00 for the Construction of Roads and Bridges, \$405,000.00 for the Purchase of Machinery and Equipment, and \$295,000.00 for Capital Improvement projects. The Capital Improvement projects include work to be done on the 38-acre parcel of property that was purchased on Route 9 East.

For the Bridge Matching Fund 0121, the Fiscal Year 2003 Recommended Budget totals \$1,404,261.00. This represents an increase of \$146,098.00 or 11.6% over the Fiscal Year 2002 Adopted Budget. The property tax levy for the Bridge Matching Fund has been increased from \$1,191,163.00 in fiscal year 2002 to \$1,289,261.00 in fiscal year 2003, which represents an increase of \$98,098.00 or 8.24%. The Bridge Matching Fund includes an appropriation of \$953,500.00 for the Construction of Bridges and Culverts.

For the County Matching Fund 0122, the Fiscal Year 2003 Recommended Budget totals \$975,000.00. This represents an increase of \$72,628.00 or 8.05% over the Fiscal Year 2002 Adopted Budget. The property tax levy has been increased from \$893,372.00 to \$968,000.00, an increase of \$74,353.00 or 8.32% over the Fiscal Year 2002 Adopted Budget. Of the total Recommended Budget, \$967,100.00 has been appropriated for the Construction of Roads and Bridges.

The County's Motor Fuel Tax Fund 0123 Fiscal Year 2003 Recommended Budget totals \$3,240,000.00. This budget reflects a decrease of 8.86% in County Motor Fuel tax funds. In Fiscal Year 2003, the County Motor Fuel tax funds are projected at \$2,900,000.00; the same amount budgeted in the Fiscal Year 2002 Adopted Budget. The decrease in the total County Motor Fuel Tax

budget is attributable to a \$300,000.00 decline in Unclassified Revenue in Fiscal Year 2003. The Motor Fuel Tax Fund includes \$900,000.00 for Maintenance of Roads and Drainage Structures. In the Capital Outlay category, the Motor Fuel Tax Fund includes \$1,433,316.00 for the Construction of Roads and Bridges.

Overview of the Nursing Home:

The Fiscal Year 2003 Recommended Budget for the Nursing Home totals \$5,476,822.00, which represents an increase of \$200,703.00 or 3.80% over the Fiscal Year 2002 Adopted Budget. The Nursing Home's projected revenue reflects a projected 7.25% decrease in Illinois Public Aid reimbursement. In the Fiscal Year 2003 Recommended Budget, Illinois Public Aid reimbursement totals \$2,454,698.00. Private pay revenue is projected to increase from \$1,547,600.00 in Fiscal Year 2002 to \$1,766,600.00 in Fiscal Year 2003, an increase of 14.2%. The Fiscal Year 2003 Recommended Budget for the Nursing Home was prepared on the basis of an average daily census of 136 residents.

Overview of the Metro McLean County Centralized Communications Center ("MetCom"):

The Fiscal Year 2003 Recommended Budget for MetCom totals \$2,126,822.00, which represents an increase of \$119,747.00 or 5.96% over the Fiscal Year 2002 Adopted Budget. McLean County's share of MetCom's Fiscal Year 2003 budget increases to \$421,711.00 from \$416,453.00 in the Fiscal Year 2002 Adopted Budget, which represents a 1.26% increase. Pursuant to the Intergovernmental Agreement approved by the County Board, City of Bloomington, Town of Normal, and the Emergency Telephone Systems Board, the proportionate share of the MetCom annual operating budget attributable to each party to the Intergovernmental Agreement was recalculated based on the 2000 Census. As a result, McLean County's percentage share of MetCom annual operating budget was slightly reduced.

Overview of the General Fund:

The General Fund is the County's primary operating fund. Under generally accepted governmental accounting standards, by definition, the General Fund accounts for all of the County's financial resources for those County offices and departments which are not required to be accounted for in another fund. As noted earlier, the General Fund budget is the benchmark, which determines important elements of the County's overall budget. For example, the financial capacity of the General Fund sets the across-the-board increase for all County funds. The General Fund budget also determines how the County's share of the State Personal Property Replacement Tax will be distributed among the other Special Revenue Funds. Reductions in State revenues and reimbursements due to McLean County will have the greatest financial impact on the General Fund's annual operating budget.

The Fiscal Year 2003 Recommended Budget for the General Fund totals \$25,048,589.00, which represents an increase of \$456,796.00 or 1.86% over the Fiscal Year 2002 Adopted Budget. The County Elected Officials and Appointed Department Heads submitted budget requests totaling in excess of \$25.5 million. This total does not include the new positions requested and the requests to reclassify and/or upgrade existing positions. The County Elected Officials and Appointed Department Heads requested 4.5 new full-time equivalent positions. After the Elected Officials and appointed department heads submitted their departmental budget requests for Fiscal Year 2003, an analysis of available revenue to meet expenditures showed that revenues were projected to increase by only 1.5% and expenses were requested to increase by 3.71%. An increase of only 3.71% in total expenditures is certainly not extraordinary. For example, in the current fiscal year, the adopted General Fund budget was 3.25% higher than the previous fiscal year adopted budget. In a "normal" budget year, the

County's General Fund budget would be able to absorb an increase of 3.7% in operating expenses. Clearly, Fiscal Year 2003 is not a "normal" budget year!

As in the Fiscal Year 2002 Adopted Budget, the General Fund property tax levy accounts for the largest single revenue source. The proposed General Fund property tax levy for property taxes due and payable in September 2003 is \$6,426,320.00, which represents an 8.08% increase over the prior year tax levy of \$5,945,737.00. The Fiscal Year 2003 Recommended Budget projects a General Fund tax rate of \$0.24998 per \$100.00 of equalized assessed valuation. The statutory maximum tax rate for the General Fund is \$0.25 per \$100.00 of equalized assessed valuation. The total increase of \$480,583.00 in the tax levy can be attributed to the projected decline in Sales Tax and Personal Property Replacement Tax revenues, decline in Interest earned on Investments, and nominal increases in the fees, fines, and charges for service revenues. To further illustrate this point, if you look in the County Board departmental budget, you will note that under the Revenue category titled "Taxes," the percentage increase for the Fiscal Year 2003 Recommended Budget is shown as 0%. Of the four largest tax revenue sources in the General Fund – Property Tax, Sales Tax, State Income Tax, and Personal Property Replacement Tax – only one shows an increase over the Fiscal Year 2002 Adopted Budget. The only Tax revenue line-item account with an increase over the prior year is the General Fund's Property Tax levy.

The Retailers' Occupation Tax (Sales Tax) is projected to decrease from \$5,125,501.00 in the Fiscal Year 2002 Adopted Budget to \$4,853,011.00 in Fiscal Year 2003. Based on the County Treasurer's Statement of Revenues, Expenditures, and Fund Balance as of September 30, 2002, current year Sales Tax revenue is projected to total approximately \$4.99 million by year-end. The Fiscal Year 2003 Recommended Budget projects a decrease of 5.3% over the Fiscal Year 2002 Adopted Budget and a decrease of 2.75% over the estimated year-end Sales Tax revenues. The projected decrease in Sales Tax revenue is attributable to three factors. First, as noted earlier, as of July 1, 2002, the State of Illinois is now keeping 100% of the photo processing sales tax revenue that was formerly distributed to local governments. Second, the City of Bloomington's annexation of Farm & Fleet on West Market Street reduced the County's share of sales tax revenue from retail sales at Farm & Fleet from 1% to ¼ of 1%. Finally, the overall lag in the economic recovery has contributed to an overall decline in consumer spending.

McLean County's share of the State Income Tax is projected at the same dollar amount - \$1,425,500.00 - in Fiscal Year 2003 as in the Fiscal Year 2002 Adopted Budget. State Income tax dollars are distributed to local governments from the State Local Government Income Tax Distributive Fund. Year-to-date State Income Tax revenue through September 30, 2002, is tracking at 73% of the budgeted amount. Again, because of the lag in the economic recovery nationally and at the State level, the County is not likely to see an increase in State Income Tax revenues in Fiscal Year 2003.

In Fiscal Year 2003, the Personal Property Replacement Tax Revenue is projected to decrease significantly from \$1,031,366.00 to \$864,057.00. This 16.2% decrease in Personal Property Replacement Tax Revenue reflects the Illinois Department of Revenue's estimate of the County's share of Personal Property Replacement Tax dollars. The Department of Revenue's estimate was a major factor in the decision earlier this summer to reduce expenditures in the General Fund by approximately 3%. Once again in the Fiscal Year 2003 Recommended Budget, Personal Property Replacement Tax Revenue previously budgeted in the Health Fund, Highway Fund, Bridge Matching Fund, and County Matching Fund has been budgeted in the General Fund. This change in the allocation of Personal Property Replacement Tax Revenue is necessitated by the General Fund's weak revenue growth. The IMRF Fund is the only other County Fund where Personal Property Replacement Tax dollars are budgeted. Clifton Gunderson, the County's outside auditor, has previously advised the

County that, by law, Personal Property Replacement Tax dollars must continue to be budgeted in the IMRF Fund.

The single largest non-tax source of revenue in the General Fund is licenses, fees, and fines. In the Fiscal Year 2003 Recommended Budget, the following County offices illustrate the projected growth in revenue to be derived from licenses, fees, and fines. In the County Recorder's Office, revenue from Recording Fees is projected at \$550,000.00, which represents an increase of \$50,000.00 over the amount budgeted in Fiscal Year 2002. Year-to-date Recording Fee revenue through September 30, 2002, totals \$485,648.00, which is 97.3% of the budgeted amount. Sales of Revenue Stamps is projected at \$355,000.00 in Fiscal Year 2003. Year-to-date Sales of Revenue Stamps revenue through September 30, 2002, totals \$286,861.00, which is equal to 95.6% of the budgeted amount. The increased activity in the Recorder's Office is a result of the Federal Reserve Bank's decision to lower the discount rate to 1.25% on December 11, 2001 and to maintain the low rate through the first nine months of 2002. With 15 and 30-year mortgage interest rates below 6%, mortgage refinancing activity continues to push the Recorder's revenues this year to record levels. In preparing the Fiscal Year 2003 Recommended Budget, the Recorder's Office has taken a prudent approach in projecting increased revenues in the next year.

In the County Treasurer's Office, the impact of lower interest rates can be seen in the decrease in the Interest earned on Investments. In the Fiscal Year 2002 Adopted Budget, the Treasurer's Office projected interest earnings at \$611,500.00. With declining investment rates on Certificates of Deposit and Money Market funds, the Treasurer's Office is projecting \$603,200.00 in revenue from Interest earned on Investments.

In the Circuit Clerk's Office, revenue from Traffic and Criminal Fines is projected to increase 8.9% to \$670,000.00. Year-to-date Traffic and Criminal Fine revenue through September 30, 2002 totals \$452,604.59, which is equal to 73.6% of the budgeted amount. Revenue from County Fines is projected to increase from \$887,500.00 to \$1,000,000.00, an increase of 12.7%. Year-to-date County Fines revenue through September 30, 2002 totals \$712,389.12, which is 80.2% of the budgeted amount. The revenue to be gained from Court System Fees is projected to increase from \$262,500.00 to \$282,500.00. Through September 30, 2002, year-to-date revenue totals \$189,378.07, which is 72.1% of the budgeted amount.

The Parks and Recreation Department total revenue in Fiscal Year 2003 is projected to increase 23.9% to \$264,350.00. This increase is attributable to fee increases being recommended as a part of the departmental budget. The Parks and Recreation Department has recently completed a comparative market survey of fees charged by comparable facilities in Central Illinois. As a result of this survey and consistent with the Board's adopted Budget Policy Resolution, the Fiscal Year 2003 Recommended Budget includes an increase in certain recreational fees at COMLARA Park.

For the twenty-three offices and departments in the County's General Fund, the Recommended Budget for twelve of the offices and departments is projected to increase by less than 3% over the adopted budget for fiscal year 2002. Seven of the twelve departments show an actual decrease over the Fiscal Year 2002 Adopted Budget. The Elected Officials and Appointed Department Heads are to be commended for their hard work in preparing lean departmental budget requests and for their cooperation throughout the preparation of the Fiscal Year 2003 Recommended Budget. In order to present a balanced Fiscal Year 2003 General Fund budget, all County offices and departments were asked to make cuts in their individual departmental requests.

The Fiscal Year 2003 Recommended Budget for the Supervisor of Assessments Office contains the largest percentage increase in total expenditures. The Supervisor of Assessment's budget increases from an adopted budget of \$604,121.00 in Fiscal Year 2002 to a Fiscal Year 2003 Recommended Budget of \$673,313.00, which represents an 11% increase. This increase is attributable to the additional expenses incurred to complete the quadrennial reassessment during 2003 and to publish the notice of change in assessed valuation. The Advertising and Legal Notices line-item account increases from \$20,035.00 this year to \$82,800.00 next year.

The Fiscal Year 2003 Recommended Budget for the Coroner's Office is budgeted to increase 9% to \$388,112.00. This is attributable to an increase in the projected number of autopsies and the resulting expenses. Based on the number of cases during the past two years, the Autopsy line item has been increased from \$58,000.00 to \$75,000.00. The toxicology line-item expense has also been increased from \$6,000.00 to \$9,700.00.

The Fiscal Year 2003 Recommended Budget for the Information Services Department is budgeted to increase 9% to \$1,939,858.00. This is attributable to contract expenses, costs for the intergovernmental cooperative Geographic Information Systems (GIS) agreement that is due in 2003, and increased software maintenance expenses.

In the General Fund, the Elected Officials and Appointed Department Heads requested 4.5 new positions. With a General Fund overall increase of only 1.86%, the Fiscal Year 2003 Recommended Budget for the General Fund includes no new positions.

The Fiscal Year 2003 Recommended Budget for the General Fund includes the deletion of the following 3.0 full-time equivalent positions, which are currently vacant.

County Treasurer's Office

Delete 1.0 FTE Office Support Specialist I

Sheriff's Department

Delete 1.0 FTE Office Support Specialist I

Supervisor of Assessments Office

Delete 1.0 FTE Office Support Specialist I

These positions became vacant during the current fiscal year. To help the County address the projected shortfall in revenues in the current fiscal year, each office restructured internal work processes and decided not to request permission to fill these vacant positions. During departmental budget meetings, each office agreed to delete the vacant full-time position in the Fiscal Year 2003 Recommended Budget. The County Treasurer's Office, the Sheriff's Department, and the Supervisor of Assessment's Office should be acknowledged and commended for the administrative and management skills which each office has employed to meet an ever-increasing workload with less staff resources.

Consistent with the Board's adopted Budget Policy Resolution governing grant-funded positions, the Fiscal Year 2003 Recommended Budget for the General Fund includes the deletion of the following 3.0 full-time equivalent positions in the State's Attorney's Office.

Delete 1.0 FTE Assistant State's Attorney II

Delete 0.5 FTE Legal Assistant II

Delete 1.5 FTE Office Support Specialist I

Further reductions in full-time equivalent staff levels have been made in the following County offices and departments.

County Administrator's Office

Reduce Human Resources Assistant from 1.0 Full-time Equivalent to 0.80 Full-time Equivalent

Parks and Recreation Department

Reduce 1.50 Seasonal Full-time Equivalent Staff

E.S.D.A. Department

Reduce Office Support Specialist I from 1.0 Full-time Equivalent to 0.80 Full-time Equivalent

The State of Illinois Fiscal Year 2003 Adopted Budget reduces the salary reimbursement for subsidized Probation Officers from 100%, as required by State law, to 89.7%. Recognizing that County governments all across the State might be forced to reduce the number of Probation Officers in order to make up for the shortfall in salary reimbursement, the Administrative Office of the Illinois Court authorized the appropriation and transfer of Adult Probation fees to the General Fund. With the approval of the Chief Judge of the Eleventh Circuit Court, the Fiscal Year 2003 Recommended Budget for the Court Services Department includes a transfer of \$170,000.00 in Adult Probation fees to cover 100% of the shortfall in salary reimbursement from the State of Illinois and 100% of the salary expense for two domestic violence probation officers and one support staff. State law requires that County government can only spend Adult Probation fee revenue that has been collected and deposited in this Special Revenue Fund. State law prohibits the County from budgeting revenues that are anticipated to be received during the coming year. This statutory requirement provides assurance to the County Board that the amount of the transfer will be available in Fiscal Year 2003.

Since 1967, an all-volunteer Rescue Squad under the direction of Chief O.B. Streeper Sr. has responded to emergency calls for assistance throughout McLean County. The Rescue Squad responds to an average of 45 emergency calls each year, including vehicular extrication, fire support, farm and construction accidents, drowning accidents, and other specialized rescue incidents. The County Board has supported the Rescue Squad through the adoption of a nominal annual operating budget, purchase of capital equipment, and by providing garage and training space at the Fairview Campus. To balance the Fiscal Year 2003 Recommended Budget, the operating budget for the Rescue Squad has been reduced from \$25,355.00 to \$16,235.00. With more and more local fire departments being trained in specialized rescue incidents and with the Bloomington Fire Department developing a Regional Hazardous Materials Response Unit, the time has come to evaluate whether County government can continue to financially support an all-volunteer Rescue Squad.

After all of these reductions in expenditures were entered in the Fiscal Year 2003 General Fund Recommended Budget, the Fund's deficit totaled \$134,400.00. To bring a balanced General Fund budget to the Board, it would be necessary to further cut expenditures and/or identify new revenue sources. The County Board recently received an extensive study on the exterior renovations needed at the Old County Courthouse. At the September 17th Board meeting, the Board approved an application for grant funding in the amount of \$2.7 million from the State of Illinois Public Capital Museum grant. The grant coordinator at the Illinois Department of Natural Resources has notified the County that 80 grant applications were received by the October 1st deadline. The total amount of grant funding available totals \$36 million. The 80 grant applicants requested more than three times this amount. To fully address the exterior renovation needs at the Old County Courthouse, the Property Committee has discussed using the Public Building Commission as a financing vehicle. In discussions with the corporate counsel for the Public Building Commission, I learned that it is permissible for the County to deed the Old County Courthouse and the land to the Commission today and then enter into a Lease Agreement with the Commission to maintain and operate the Old County Courthouse. This financing structure is currently used for the Law and Justice Center and the 115 East Washington Street Building. In order to bring a balanced budget to the County Board, the Fiscal Year 2003 Recommended Budget includes the transfer of the Old County Courthouse and the land to the Public Building Commission along with a maintenance and operations lease in the amount of \$123,580.00.

Finally, to balance the Fiscal Year 2003 Recommended Budget in the General Fund, in the County Board's departmental budget, the Contingency line-item account has been reduced from \$20,000.00 to \$ 0.

Overview of the Recommended Property Tax Levy for all County Funds:

The Resolution Establishing the Budget Policy for Fiscal Year 2003 sets forth the following policy statement on setting the County's total property tax levy and the estimated property tax rate:

“Real property taxes and all other 2003 revenue shall be sufficient to meet the required expenditures for Fiscal Year 2002, with the following recommendation:

When preparing the Recommended Budget for Fiscal Year 2003, the County Administrator shall make every effort to hold the 2002 County overall tax rate as close to the 2001 County overall tax rate as possible.”

McLean County government, like most non-home rule local governments in Illinois, continues to rely on the property tax as the single largest source of revenue. When the Fiscal Year 2002 Recommended Budget was presented, the adjusted equalized assessed valuation was estimated to be \$2,382,326,372.00, which represented an increase of \$90,578,155.00 or 3.95% over the prior year. As shown in the following table, the adjusted equalized assessed valuation as certified by the County Clerk for property tax bills due and payable this past September was \$2,434,817,683.00. The adjusted equalized assessed valuation generated an overall County property tax of \$0.93715 per \$100.00 of equalized assessed value.

In preparing the Fiscal Year 2003 Recommended Budget, the Adopted Budget Policy Resolution is the basis for preparing an estimate of the County's equalized assessed valuation for the 2002 property tax bills due and payable in September, 2003. Illinois law permits the County Board to set the individual property tax levy for each County fund at any dollar amount that the Board determines is necessary to meet the County's operating expenses in Fiscal Year 2003. By calculating the property tax rate for each County fund, the County Clerk will determine whether the County's tax levy for each fund

exceeded the statutory maximum rate. Historically, the County Board has taken a more conservative approach when determining the County's overall property tax levy.

The Fiscal Year 2003 Recommended Budget has been prepared based on a projected increase of 5.93% in the County's adjusted equalized assessed valuation. The 2002 equalized assessed valuation (the "EAV") is projected to grow by \$135,938,117.00 to a total of \$2,570,755,800.00. This projected EAV has been adjusted to account for the various exemptions and the increases in the assessed value in the County's tax increment financing districts. For the County funds permitted by Illinois law to levy a property tax, the proposed property tax levy in the Recommended Budget complies with the statutory rate limit for each fund and still provides sufficient dollars for the services to be provided to the taxpayers of McLean County.

The proposed 2002 property tax levy for all County funds totals \$24,021,462.00, which is an increase of \$1,203,591.00 from the adopted 2001 property tax levy. Please note that the proposed 2002 property tax levy includes the Additional Rental payment to the Public Building Commission for the maintenance and operation of the Old County Courthouse. For the Fiscal Year 2003 Recommended Budget, the combined overall County property tax rate is projected to total \$0.92961 per \$100.00 of equalized assessed value. The projected County tax rate reflects a decrease of \$0.00754 per \$100.00 of equalized assessed value.

For the property taxpayer who lives in a home with a fair market value of \$150,000.00, that portion of the property tax bill attributable to McLean County would total \$464.81. For your review and consideration, a Table listing the individual property tax levy for each County fund and the projected property tax rate has been included in the exhibits before the County Board departmental budget.

Personnel Costs:

McLean County government is fortunate to have dedicated, hard-working employees who strive on a daily basis to provide the best service to the citizens. The Budget Policy Resolution states that employee salaries shall be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance. The Resolution also states that employees' salaries shall be budgeted consistent with the principles of equity vis-à-vis the approved contract increases provided to employees covered by collective bargaining agreements, the general impact of inflation, and employee morale. In accordance with the Budget Policy and recognizing the impact of the significant decrease in revenues, the Fiscal Year 2003 Recommended Budget includes an across the board increase of 1.5% for all County employees other than the Elected Officials and those employees covered by collective bargaining agreements.

In addition, at the November 5th Finance Committee meeting, I will be recommending an amendment to the County's Merit Performance Review Policy. Given the difficult financial decisions and recommendations presented in the Fiscal Year 2003 Recommended Budget, I plan to recommend to the Finance Committee that the County's present four quartile salary range be reduced to two and that the maximum number of merit steps that an employee can earn be reduced to five steps, no matter where the employee's present salary falls on the salary range.

Five Year Capital Improvement Budget: Fiscal Year 2003 – Fiscal Year 2007:

Along with the Fiscal Year 2003 Recommended Budget, the Five-Year Capital Improvement Program for Fiscal Year 2003 through Fiscal Year 2007 is presented for your review and consideration. The Five-Year Plan includes improvements and renovations to County facilities and buildings. The

Highway Department's Five-Year Capital Improvement Program for the County's roads, bridges, and highways is also included in this Plan.

The preparation of the Fiscal Year 2003 Recommended Budget presented the most difficult challenge in my tenure as McLean County Administrator. Critical financial decisions will need to be discussed in the coming months. The County Board may hear that the Fiscal Year 2003 Recommended Budget does not need to be so severe. In fact, you are likely to hear that if the County Board would only appropriate what is called the General Fund "surplus," then the Recommended Budget could be modified to allow for expenditures to grow by 3.0% - 3.5%. It is vitally important for all Board members to understand that the County does not have a \$4.3 million "surplus". The Oxford Dictionary defines "surplus" as overage, excess, overabundance, or remainder. At the October Finance Committee meeting, Ms. Becky McNeil, Assistant Treasurer, advised the Committee that the General Fund cash balance on August 31, 2002, stood at (\$372,256.00). This occurred because of the three payroll periods in August. Based on the County's cash position in the General Fund at the end of August prior to the first distribution of the second installment of the property taxes collected, it should be very apparent that the General Fund's unencumbered fund balance or fund equity (the proper accounting terms) is more appropriately described as a "working cash reserve." To appropriate the unencumbered fund balance during a difficult budget year will only create more difficult budget problems in future years. In Central Illinois, County governments, which have appropriated the fund balance to meet day to day personnel costs and other operating needs, have been forced to issue Tax Anticipation Notes.

Today, it appears likely that the State's fiscal condition will worsen in the coming twelve months. Revenues in the County's General Fund are not likely to increase dramatically next year. In fact, the State's serious financial problems may cause the new Governor and the General Assembly to further reduce and/or eliminate State funding and reimbursements due to County government. If State revenues do not increase in the first six months of 2003, County offices and departments may be faced with another mid-year reduction in expenditures next July. The time is right for the County Board and the Elected Officials and appointed department heads to carefully review and consider how County programs and services can best be provided during a period of reduced or flat revenue growth.

The preparation of the Fiscal Year 2003 Recommended Budget requires the cooperation and assistance of all of the Elected Officials and Appointed Department Heads. I wish to again thank the Elected Officials and Department Heads for their continued cooperation during the many weeks of budget preparation and review.

I would like to thank Terry Lindberg for his valuable assistance and counsel during the preparation of the Recommended Budget. Throughout the many long days and weekends, Terry worked tirelessly to look for opportunities to enhance revenue, further reduce expenditures, and, most importantly, hold the line on the cost of the County's Employee Health Insurance. I would also like to thank Lucretia Wherry for her assistance throughout the negotiations with the County's Health Insurance provider and during the preparation of this budget. I would like to thank Craig Nelson for his technical assistance with the PowerPoint presentation. I would also like to acknowledge Ms. Erin Gasperson, a summer intern from Illinois Wesleyan, who worked on many of the tasks required to complete this budget on time for presentation to the Board today. Last but certainly not least, I would also like to thank Don Newby and his crew for their efforts to see that the Recommended Budget books are properly collated and bound.

Prior to closing this year's Budget Message, on behalf of the County Board members, the Elected Officials and Appointed Department Heads, and all of the staff in the County Administrator's Office, I

would like to publicly thank Martha Ross for her dedicated work and consummate professionalism during the past two and one-half years. As some of you may already know, Martha will be leaving County government later this month to take a position as a Paralegal at State Farm. All of us in County government wish Martha the very best in her new position.

Mr. Chairman and Members of the McLean County Board, I am pleased to present the Fiscal Year 2003 Recommended Budget to you for your consideration and review. I respectfully request that the Recommended Budget, the Five-Year Capital Improvement Budget, and the 2002 Combined Property Tax Levy be referred to the appropriate Oversight Committees for review and that the Fiscal Year 2003 Recommended Budget be laid on the table for public review and comment.

Members Renner/Rodman moved the County Board approve a Request to accept the 2003 Recommended Budget and refer it to the appropriate County Board Oversight Committees for review and recommendation. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

OTHER BUSINESS AND COMMUNICATION:

Chairman Sweeney stated the following: I failed to mention the fact that the candidates have until November 8, 2002 at noon to submit an application and a resume to the County Board Administrative Office. Also, I failed to mention that the Administrative Office has to notify the political parties and the Bar Association of the potential vacancy.

Member Sorensen stated: for the record, the Finance Committee has scheduled two special meetings to consider budget issues. Those are schedule for October 17, and October 22, 2002, starting at 5:00 p.m.

Chairman Sweeney reminded the Board that all were invited to the next Executive Committee Meeting to listen to the candidates for the State's Attorney's position.

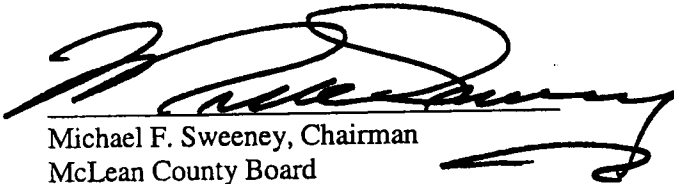
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

October 15, 2002

2002 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive	\$90.38	\$195,884.58	\$195,974.96
Finance		\$649,751.24	\$649,751.24
Human Services		\$316,133.94	\$316,133.94
Justice	\$34,898.19	\$1,218,685.92	\$1,253,584.11
Land Use		\$25,039.07	\$25,039.07
Property		\$1,492,318.28	\$1,492,318.28
Transportation		\$1,021,689.93	\$1,021,689.93
Health Board		\$354,537.97	\$354,537.97
Disability Board		\$44,580.75	\$44,580.75
T. B. Board		\$18,894.86	\$18,894.86
Total	\$34,988.57	\$5,337,516.54	\$5,372,505.11


Michael F. Sweeney, Chairman
McLean County Board

Members Owens/Renner moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Owens/Renner moved for adjournment until Tuesday, November 19, 2002 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:32 a.m.

Michael Sweeney
County Board Chairman

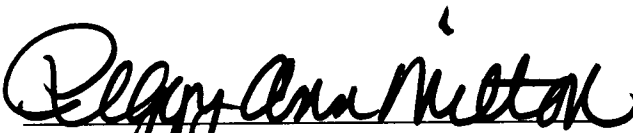


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 15th day of October, 2002, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 8th day of November, 2002.



Peggy Ann Milton
McLean County Clerk