

Proceedings
of the
County Board
of
McLean County,
Illinois

October 18, 2005

*Subject to approval at
November 15, 2005
County Board Meeting*



Table of Contents

	Page(s)
Meeting Minutes Begin (October 18, 2005)	1
Consent Agenda	2-88
Highway Department.....	4-7
Building and Zoning	8-11
Property Committee.....	12-85
Reappointments	86
Appointments.....	87-88
Executive Committee	89-91
Resolution – Change Normal Polling Place Location.....	89-91
Property Committee	92-93
Emergency Appropriation – Facilities Mgt. 0041 – Health Department Building Fund 0046	92-93
Justice Committee	94-97
Emergency Appropriation –MetCom Fund 0452 – MetCom Department 0030	94-95
Emergency Appropriation – Children’s Advocacy Fund 0129 – Children’s Advocacy Center – 0062	96-97
Land Use and Development Committee	98-99
Resolution – Solid Waste Technical and Policy Committee	98-99
Finance Committee	100-111
Resolution – Establishing Accountable Mileage Reimbursement.....	100-108
Resolution – Establish Rates for Health and Live Insurance Coverage for FY 2006	109-111
Transportation Committee	112-136
Resolution – Transfer Jurisdiction – Part of Ireland Grove Rd to City of Bloomington	112-136
Report of the County Administrator	136
Approval of Bills	137
Adjournment	138

October 18, 2005

The McLean County Board met on Tuesday, October 18, 2005 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

Members Robert Nuckolls, Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Stan Hoselton, Duane Moss, and Michael Sweeney.

The following Members were absent:

Terry Baggett and Ann Harding

Appearance by Members of the Public and County Employees:

Mr. Curt Hawk, Director of ESDA, made a presentation to the County Board of his recent visit to Gulf Port Mississippi to aid in Hurricane Katrina emergency management. Mr. Hawk's presentation is available for viewing in the ESDA office or the office of the McLean County Clerk.

Consent Agenda:

Chairman Sweeney asked if there were any items to be removed from the Consent Agenda. Member Selzer asked that Item 6 E 1 (a) be removed.

The amended Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, September 20, 2005
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Letting Results from September 28, 2005 – County Equipment Purchase
 - 2) Request Approval of Letting Results from September 28, 2005 – County Sale of Surplus Equipment
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the application of Town & Country Kennel Club in case SU-05-17, parcel (05) 21-18-401-012, to amend a special use that was approved in case 92-46-S by expanding a dog kennel (dog obedience school) in the Agriculture District, on property which is located in Bloomington Township at 2507 Fox Creek Road, Bloomington, IL
 - 2) Subdivision Cases:
 - a) Request Approval of the request of by Matt and Shaunna Lucas to vacate seven feet of the front setback area of Lot 5 in the Old Town Timber Subdivision on property located in Old Town Township at 9902 Wolf Hill Road, Bloomington, IL, File No. S-05-18
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Property Committee
 - a) Request for Approval of Tenant Lease Agreements for:
 - (1) Request Approval of Lease Agreement between the County and the Children’s Advocacy Center
 - (2) Request Approval of Lease Agreement between the County and the Institute for Collaborative Solutions, Inc.
 - (3) Request Approval of Lease Agreement between the County and Veterans Assistance Commission
 - (4) Request Approval of Lease Agreement between the County and the YWCA of McLean County

- (5) Request Approval of Lease Agreement between the County and the Regional Office of Education for McLean/DeWitt/Livingston Counties
- (6) Request Approval of Lease Agreement between the County and the G.E.D. Adult Education Literacy Program

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

- 1) REAPPOINTMENTS:
Pleasant Hills Cemetery Association
Richard Slown
27524 E. 2200 North Road
Lexington, IL 61753
(Six-year term expiring November 1, 2011)

- 2) APPOINTMENTS:
Prairie Creek Drainage District
Warren J. Bane
32660 E. 1200 North Road
Arrowsmith, IL 61722
(Three-year term expiring September 6, 2008 – replacing Eugene Jiles)

McLean County Housing Authority
Don Cavallini
107 Northview Drive
Lexington, IL 61753
(Completing Five-Year Term expiring December 26, 2006 – replacing Diane Bostic)

East Central Illinois Agency on Aging
Diane Bostic
307 N. Mitsubishi Motorway
Normal, IL 61761
(Three-year term expiring September 30, 2008 – Replacing Ernie Lambert)

- 3) RESIGNATIONS
McLean County Housing Authority
Diane Bostic
307 N. Mitsubishi Motorway
Normal, IL 61761

G. Approval of Resolutions of Congratulations and Commendation

**RESOLUTION BY THE MCLEAN COUNTY BOARD
FOR HIGHWAY DEPARTMENT PURCHASE OF EQUIPMENT**

WHEREAS, there are sufficient funds available in the McLean County Highway Fund 120, Line Item 0838-0002 for said purchase, and

WHEREAS, McLean County Highway Department received sealed bids on September 28, 2005, for the purchase of one (1) all propane Marathon KERA145HP, and

WHEREAS, the Transportation Committee duly approved the bids on October 4, 2005, and

WHEREAS, the Transportation Committee of the McLean County Board has reviewed the bids and recommended the below bids be awarded as follows

NOW THEREFORE BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase from the lowest responsible bidder:

1 – all propane Marathon KERA145HP for \$24,668.00
from..... Wissmiller & Evans Road Equipment
PO Box 87
Cooksville, IL 61730

Approved by the County Board on October 18, 2005



Michael F. Sweeney, McLean County Board Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on October 18, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois is said County this 18th day of October A.D., 2005.

[SEAL]


Peggy Ann Milton, McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
Equipment Bid Tabulation page 1

Date of Bids (Quotes): 9/28/2005
Trade-In: N/A
Replaces: Kera 60 Crack Sealer

Time: 9:00 AM
Present: Jack, Eric S., Lefe, Mark
Date Advertised: 9/14/2005

Bidder:	Stepp Manufacturing	Stepp Manufacturing	Marathon	W.E.R.E.	W.E.R.E.	Rahn Equipment
Address:	North Branch, Mn.	North Branch, Mn.	Ontario, Canada	Cooksville, Il	Cooksville, IL	Danville, Il
Make:	Stepp Manufacturing	Stepp Manufacturing	Marathon	Spaulding	Marathon	Stepp Manufacturing
Model:	OJK-165P (P)	OJK-165D (D)	KERA145H	CS 130 PG	KERA145HP	OJK-165P
Type of Hose Heat:	Electric	Electric	Oil Jacketed Hose	Electric	Oil Jacketed Hose	Electric
Base Bid Fuels						
Engine:	Propane	Diesel	Gasoline	Gasoline	Gasoline	Propane
Heat:	Propane	Diesel	Propane	Propane	Propane	Propane
Base Bid:	\$24,835.00	\$30,530.00	\$30,049.00	\$24,415.00	\$24,368.00	\$24,980.00
Options and Prices						None Listed
Fire Extinguisher	\$140.00	\$140.00	\$189.00			
Strobe Light	\$190.00	\$190.00				
Arrow Stick	\$825.00	\$825.00				
Engine Enclosure	\$825.00	\$825.00				
Propane Fueled Engine Extra Cost:					\$300.00	
Diesel Engine and Heater Extra Cost:			\$4,000.00	\$2,780.00	\$3,000.00	
80 CFM Air Compressor			\$9,950.00			
Net Price Propane Fueled:	\$24,835.00		\$30,049.00	Not Available	\$24,668.00	\$24,980.00
Net Price Diesel Fueled:		\$30,530.00	\$34,049.00	\$27,195.00	\$27,368.00	
Delivery:	Feb 2006 +/- 30 days	Feb 2006 +/- 30 days	4-6 weeks from order	190 days from order	3 weeks from order	150 days from order
Meets Specs:			Yes		Yes	
Does Not Meet Spec's.	No, Single Axle Trailer, Auger Agitator	No, Single Axle Trailer, Auger Agitator		No, Auger Agitator		No, Single Axle Trailer, Auger Agitator

Comments:

Recommended by Highway Department: Purchase one all propane KERA145HP from W.E.R.E. for a price of \$24,668.00

Accepted by Transportation Committee:
Date:

JOL 9-29-05

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on October 4, 2005, for a letting held on September 28, 2005 for the sale of Surplus Equipment, and

WHEREAS, the Transportation Committee duly approved the bids on October 4, 2005,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following:

2001 Dodge Ram Extended Cab ½ Ton 4 x 4 Short Bed

Sold to Rodney Lush for the amount of.....\$ 6,150.00

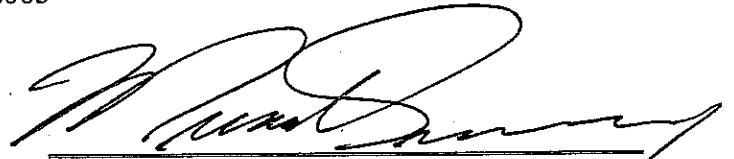
1999 Dodge Ram 1500 Extended Cab ½ Ton Short Bed

Sold to David Mylcraine for the amount of...\$ 3,700.00

Pull Type Friction Broom

Sold to Downs Township for the amount of..\$ 275.00

Approved by the County Board on October 18, 2005



Michael F. Sweeney, County Board Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County in 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 18, 2005.

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 18th day of October A.D., 2005.

[SEAL]


Peggy Ann Milton, McLean County Clerk

2005 McLean County Highway Department Surplus Equipment Sale Results

Highway Department

Asset # 095465 2001 Dodge Ram Extended cab ½ ton 4 x 4 short bed
4 Bidders. Successful bidder Rodney Lush with a bid of \$6150.00
Recommended minimum bid of \$6000.00 exceeded
Recommend sale of truck to Rodney Lush for bid price of \$6150.00

Asset # 090199 1999 Dodge Ram 1500 Extended cab ½ ton short bed
3 Bidders. Successful bidder David Mylcraine with a bid of \$3700.00
Recommended minimum bid of \$4000.00 was not met
Recommend sale of truck to David Mylcraine for bid price of \$3700.00

Asset # 090189 1972 Pull type friction broom
3 Bidders. Successful bidder Downs Township with a bid of \$275.00
No minimum bid established for this item
Recommend sale of truck to Downs Township for bid price of \$275.00

Supervisor of Assessments

1995 Plymouth Acclaim
2 Bidders. Successful bidder Rick Gaines with a bid of \$285.00
No minimum bid established for this item

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 Town & Country Kennel Club in case SU-05-17, parcel (05) 21-18-401-012. They are requesting to amend a special use by expanding a dog kennel (dog obedience school) in the Agriculture District that was approved in case 92-46-S, on property which is part of the SE ¼ of Section 18, Township 23N, Range 2E of the 3rd P.M., McLean County, IL, and is located in Bloomington Township at 2507 Fox Creek Road, Bloomington, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on October 4, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 1.45 acre property is currently used as a dog obedience school. The property is relatively flat and drains to the west. The property has 377 feet of frontage on the north side of Fox Creek Road, an asphalt road 22 feet in width.

SURROUNDING ZONING AND LAND USE - The land to the north is in the City of Bloomington in the R-3B High Density Multiple-Family Residence District and is used for multi-family residences. The land to the south is in the City of Bloomington in the S-2 Public Lands and Institutions District and is used for a public school and school park area. The land to the west is in the City of Bloomington in the R-3B High Density Multiple-Family Residence District and is used for single family residences. The land to the east is in the County in the Commercial District and is used for a private club, an American Legion Post.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

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 proposing to build a 48'x 105' addition to their dog obedience training facility. The demand for this type of dog training has increased and the new addition will help facilitate the increase in new membership requests. The proposed addition will be used for dog obedience training by their members. The applicant annually holds four sessions of 8 week classes including Puppy, Beginner, Intermediate, Advanced and Pre-Novice levels. The applicant currently provides training for 400-500 class participants each year. Classes are held in the evening and will conclude no later than 10:00 pm. The facility is for dog training and will not be for boarding. The County previously approved a special use on this property in case 92-46-S to allow a dog obedience training facility. All training activity will be located inside the building. The applicant is committed to educating dog owners and the general public about responsible pet ownership.
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. This facility has been in operation for over ten years. The proposed addition will be used for obedience training and will not be used for boarding. All the activity is conducted inside the building and all dogs that are unruly will be removed.
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 site is adjacent to land that is already developed or being developed. Nearby land that is suitable for residential and commercial development 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 building addition will be served by a private well and septic system that has been approved by the County Health Department. The existing facility has two handicap restrooms; the proposed addition will provide two more.
 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 site distance can be provided at the existing entrance. The applicant is also requesting a second entrance that has been approved by the City of Bloomington.
 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.
 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 there is no boarding at this facility and provided two handicap parking spaces are installed.

Therefore this Board recommends that a special use be granted on the property described above to amend a special use by expanding a dog kennel (dog obedience school) in the Agriculture District that was approved in case 92-46-S, provided there is no boarding at this facility and provided two handicap parking spaces are installed.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend granting, none opposed and Members Finnigan and Kinsella were absent.

Respectfully submitted this 4th day of October 2005, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Drake Zimmerman
Joe Elble
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL
OF FINAL PLAT

Vacation Plat of Lot 5 in the Old Town Timber Subdivision, File S-05-18

WHEREAS, Matt and Shaunna Lucas have requested to vacate seven feet of the front setback area of Lot 5 in the Old Town Timber Subdivision, File No. S-05-18, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, said lot is a through lot with frontage on two streets where one front yard will continue to have a setback of 30 feet and the other will still have a frontage of 23 feet; and

WHEREAS, a public hearing on said proposed front yard vacation plat was held by the Land Use and Development Committee of the McLean County Board as required by law; 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, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat; now, therefore,

BE IT ORDAINED that the said vacation plat to vacate seven feet of the front setback area of Lot 5 in the Old Town Timber Subdivision is hereby approved.

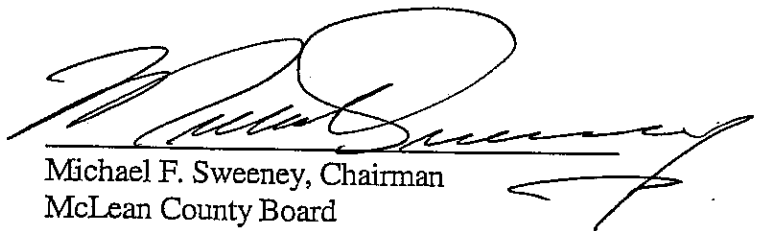
Adopted by the County Board of McLean County, Illinois this 18th day of October, 2005

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-05-18

1. REFERENCE

- A. Meeting date: October 6, 2005
- B. Subdivider's name: Matt and Shaunna Lucas
- C. Subdivision name: Lot 5 Old Town Timber Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- A. Property location: 9902 Wolf Hill Road, Bloomington, IL
- B. Township: Old Town Township
- C. Parcel Numbers: (24) 22-28-101-002
- D. Existing zoning: R-1 Single Family Residence District
- E. Applicant request: Approval to vacate seven feet of the front setback area of Lot 5 in the Old Town Timber Subdivision
- F. Existing land use: A single family dwelling was recently built on this lot. When the County Building Inspector did the final inspection on the dwelling, he discovered that an in ground pool had been built on the property without a permit. Upon further inspection, he determined that the pool apron was built too close to the property line along Tanglewood Road. The lot is a through lot with frontage on two streets; Wolf Road in the Old Town Timber Subdivision on the east and Road 2000E (Tanglewood Road) on the west. Access to the lot can only be obtained from Wolf Road.

The Zoning Board of appeals is hearing a request for a variance on this property for the pool at their meeting on October 4, 2005. The Old Town Township Road Commissioner, Phil Reynolds, has indicated that he is okay with the in-ground pool.

3. DIMENSIONS & REVIEW:

- A. Size of Parcel: .53 acres in area
- B. County Health Department: Approved the location of the pool.
- C. County Highway Department: Does not have a problem with the proposed front yard vacation plat.

Staff recommends that the proposed front yard setback vacation be approved if the variance on this lot is approved by the Zoning Board of Appeals.

Respectfully submitted,



Philip Dick, AICP, Director

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

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

Table of Contents

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

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

Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on **January 1, 2006**, and terminate on **December 31, 2006**.
2. **Tenant's Use and Operation.** CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
3. **Utilities.** CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.
4. **Building Common Areas.** CAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all

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

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

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

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

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

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

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

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

e. Waiver of Subrogation Rights Under Insurance Policies.

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

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

13. Hazardous Material.

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

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

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

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

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

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

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

(ii) Surrender possession of the leased premises to COUNTY; and

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

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

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

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

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

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

If to CAC:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 18th day of October, 2005.

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

CASALease06.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**

Table of Contents

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

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

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and the Institute for Collaborative Solutions, (hereinafter referred to as "ICS") as Tenant, desire to continue a lease agreement for office space consisting of 2,208 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, 2006**, and terminates on **December 31, 2008**.

2. **Rent.**

- a. Rent for the first year of the lease agreement (2006) shall be **\$15,507.97** payable in twelve equal monthly installments of **\$1,292.33** per month.
- b. Rent for the second year of the lease agreement (2007) shall be **\$15,973.21** payable in twelve equal monthly installments of **\$1,331.10** per month.
- c. Rent for the third year of the lease agreement (2008) shall be **\$16,452.41** payable in twelve equal monthly installments of **\$1,371.03** per month.
- d. All rent payments to COUNTY shall be mailed to the below address:

**McLean County Treasurer
McLean County
104 W. Front Street, Room 706
Bloomington, Illinois 61702-2400**

- d. The monthly rent payment during the entire term of this lease agreement shall be due and payable to COUNTY on the first day of each month.

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

Page two

4. **Utilities.** COUNTY shall pay all electrical and gas utility invoices from the utility providers who service BUILDING, including the leased premises. ICS shall be responsible for the payment of any phone and data services for their leased premises.
5. **Building Common Areas:** ICS shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby and atrium areas for the purpose of egress and ingress of ICS employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only), and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, and perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of ICS or its employees or clients. ICS shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. ICS shall keep all glass areas of the leased premises clean which are visible from the BUILDING common area hallways. ICS shall be responsible for their own custodial needs and the cost of replacement ceiling mounted light fixture lamps.
7. **Parking.** COUNTY shall provide ICS no parking stalls at BUILDING and further, ICS agrees not to park any employee vehicles in the lot adjacent to BUILDING at any time under penalty of removal of said vehicle(s) at owner's expense. The parking at BUILDING is for ICS client parking only.
8. **Alterations.** No alterations or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of ICS displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease agreement shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to ICS certain fixtures, trade fixtures, alterations, and additions to the leased premises which shall be removed by ICS at the expiration of this lease or any subsequent lease agreement extensions thereof. The parties hereto may also agree in writing, prior to the installation or construction or any alterations, improvements, or fixtures to the leased premises by ICS that ICS may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. ICS shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**

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

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

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

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

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

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

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

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

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

15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit ICS to carry on its business in a manner comparable to which it has become accustomed, then this lease agreement shall continue, but the obligation to pay rent on the part of ICS shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of ICS, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either ICS or ICS to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor ICS shall have any right in or to any award made to the other by the condemning authority.

16. **Destruction.** Except as otherwise provided in this lease agreement, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by ICS in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or ICS shall have the right to terminate this lease agreement, or any extensions thereof.

17. **Insolvency.** Neither this lease agreement nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if ICS shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of ICS shall be appointed by reason of ICS's insolvency or inability to pay its debts, or if any assignment shall be made of ICS's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any lease agreement extensions thereof, and all rights of ICS hereunder, by giving ICS notice in writing of the election of COUNTY to so terminate.

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

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

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.

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 18th day of October, 2005.

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

Veterans Assistance Commission

As Tenant,

For

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

Table of Contents

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

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

Lease Agreement

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

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

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

1. **Term.** The term of the lease agreement shall commence on January 1, 2006, and terminates on December 31, 2006.

2. **Rent.**
 - a. Rent shall be \$4,709.98 to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.

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

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

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

4. **Building Common Areas.** VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include 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

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

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

12. **Hazardous Material.**

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

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

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

13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.

14. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.

15. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.

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

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

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

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

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

(iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and

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

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

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

If to COUNTY:

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

With Copies to:

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

If to VAC:

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

21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
25. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 18th day of October, 2005.

APPROVED:

**VETERANS ASSISTANCE
COMMISSION**

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

VAC06.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

YWCA OF McLEAN COUNTY

As Tenant,

For

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

Table of Contents

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

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

Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2006, and terminate on December 31, 2006.

2. **Rent.**
 - a. YWCA agrees to pay COUNTY \$8,130.61 for the term of this lease agreement, payable in twelve equal monthly installments of \$677.55 representing the YWCA's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, the YWCA agrees to pay COUNTY a monthly rental payment of \$262.07 which includes \$50.00 per month to the Capital Improvement Replacement Fund for BUILDING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to COUNTY:

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

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.

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 18th day of October, 2005.

APPROVED:

YWCA of McLEAN COUNTY

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

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

As Tenant,

For

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

Table of Contents

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

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

Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2006, and terminate on December 31, 2006.

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 \$41,458.12. The McLean County Auditor's Office shall calculate and present to ROE a monthly statement for the payment of this expense by ROE representing ROE's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, ROE agrees to pay COUNTY a monthly rent payment of \$200.00 per month to the Capital Improvement Replacement Fund for BUILDING.

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

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

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

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

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

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

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

Page three

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

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

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

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

Page four

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

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

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

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

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

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

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

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

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

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

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

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

- (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

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

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

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

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

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

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

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

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

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

If to COUNTY:

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

With Copies to:

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

If to ROE:

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

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

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 18th day of October, 2005.

APPROVED:

REGIONAL OFFICE OF EDUCATION
FOR McLEAN/DeWITT/LIVINGSTON
COUNTIES

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

G.E.D. Adult Education Literacy Program

As Tenant,

For

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

Table of Contents

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

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

Lease Agreement

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

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

1. **Term.** The term of the lease agreement shall commence on January 1, 2006, and terminate on December 31, 2006.

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 \$23,599.67. The McLean County Auditor's Office shall calculate and present to GED a monthly statement for the payment of this expense by GED representing GED's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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.

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

If to COUNTY:

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

With Copies to:

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

If to GED:

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

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

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

24. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of GED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

26. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 18th day of October, 2005.

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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF RICHARD SLOWN
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term on November 1, 2005, of Richard Slown, on the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider an appointment 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 Richard Slown as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2011, 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 appointment to Tom Shields, Attorney of the Pleasant Hills Cemetery Association.

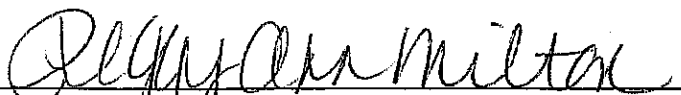
Adopted by the County Board of McLean, County, Illinois this 18th day of October, 2005.

APPROVED:



Michael F. Sweeney
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 APPOINTMENT OF WARREN J. BANE
AS A COMMISSIONER OF THE
PRAIRIE CREEK DRAINAGE DISTRICT

WHEREAS, due to the expiration of term and resignation of Eugene Jiles as a Commissioner of the Prairie Creek Drainage District, it is advisable to consider an appointment to this position; and,

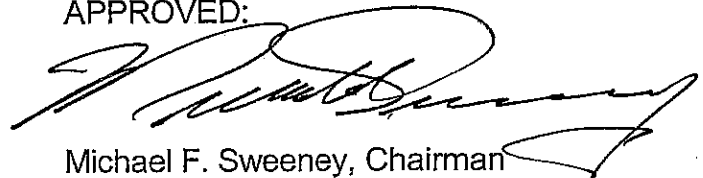
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Warren J. Bane as a Commissioner of the Prairie Creek Drainage District for a term of three years to expire on the first Tuesday in September, 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 Appointment to Warren J. Bane and John Pratt, Attorney for the District.

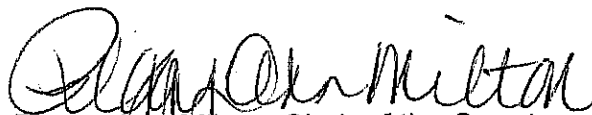
ADOPTED by the County Board of McLean County, Illinois, this 18th day of October, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

E:\ANNIAPT\DD_Bane.RES

**A RESOLUTION FOR APPOINTMENT OF DON CAVALLINI
AS A MEMBER OF THE
McLEAN COUNTY HOUSING AUTHORITY**

WHEREAS, due to the resignation of Diane Bostic as a member of the McLean County Housing Authority, it is advisable to consider an appointment to this position; and,

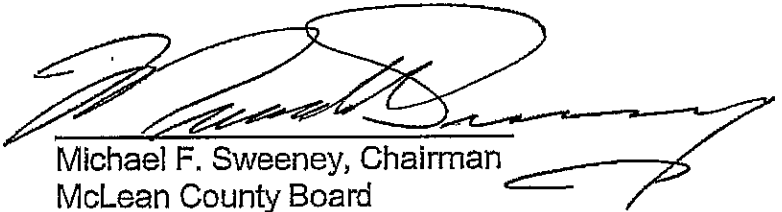
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 310 ILCS 10/3 has the responsibility to fill the vacancy by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Don Cavallini as a member of the McLean County Housing Authority to complete a five-year term to expire on December 26, 2006 or until a successor shall have been qualified and appointed.

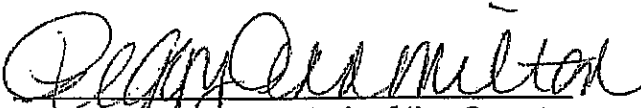
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Don Cavallini and Clay Patterson, Attorney for the Housing Authority.

Adopted by the County Board of McLean County, Illinois, this 18th day of October, 2005.

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

EXECUTIVE COMMITTEE:
Member Sorensen, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM
THE NORMAL TOWNSHIP SUPERVISOR
TO CHANGE POLLING PLACES

WHEREAS, the Supervisor of Normal Township has formally requested that Normal Precinct 17 in Normal Township be changed for the March, 2006 primary election and the November, 2006 general election; and,

WHEREAS, the Supervisor of Normal Township has recommended that Precinct 17 be moved from Sugar Creek School to the College Avenue Baptist Church, 1320 East College Avenue, Normal, Illinois; and,

WHEREAS, the Executive Committee, at its regular meeting on Tuesday, October 11, 2005, recommended approval of the request received from the Supervisor of Normal Township; now, therefore,

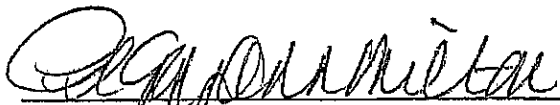
BE IT RESOLVED by the McLean County Board as follows:


- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Normal Township to move Precinct 17 from Sugar Creek School to the College Avenue Baptist Church, 1320 East College Avenue, Normal, Illinois.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Normal Township and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 18th day of October, 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Normal Township

304 E. Mulberry — P.O. Box 426
Normal, Illinois 61761-0426

Office of the Supervisor
Phone (309) 452-2060
Fax (309) 454-2599

September 7, 2005

The Honorable Michael Sweeney
Chairman, McLean County Board
104 West Front Street
Bloomington, IL 61701

Re: Polling Place Change

Dear Mr. Sweeney,

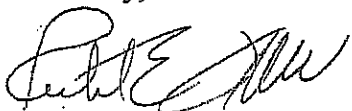
The Principal of Sugar Creek School called me a couple of months ago and asked that I find a different location for the polling place for precinct 17. As he said, some parents did not like "strangers" in the building and kept their children home on election day. I feel that the teachers didn't want to give up their class room for the day is the real reason.

I have looked around and found the College Avenue Baptist Church, 1320 East College Avenue, Normal, as a replacement site. The Rev. Clark S. Killingsworth has agreed to let us use one or two rooms in the lower level for our elections. It has it's own entrance on the North side that leads directly to the area we will use. There is plenty of parking in the nearby lot. I will have signage made to direct voters to the North entrance.

Please have the County Board approve this relocation for Normal Precinct 17.

Mt. Moriah Christian Church has announced a move to the old Jr. High School on East Washington St. in Bloomington but I have not been told that we cannot use the facility in Normal as of this date.

Sincerely,



Richard E. Farr
Supervisor, Normal Township

Cc: Peggy Milton, McLean County Clerk

Members Sorensen/Selzer moved the County Board approve a Request for Approval of a Resolution Approving the Request Received from the Normal Township Supervisor to Change Polling Places. Member Selzer stated that when he read this he thought that that the County was losing another opportunity to teach children. Member Selzer continued that he had just finished paying his tax bill, and it was a little over \$5,000, of which about \$3,100 went to Unit 5 Schools. Member Selzer stated that he appreciated what the principal said about not wanting strangers in the building and that apparently parents keep their kids home on election days, but it still bothered him that the County has polling places in Normal Community West, Parkside Jr. High, and other public schools but is moving from a public building funded by County residents to a private church. Member Selzer continued that when Unit 5 comes around again asking tax payers for more money, as they will be for a building plan, they should think about how they use their buildings for public use. Member Selzer said the County doesn't ask for a lot and to cancel an election there is unfortunate. He said he will support it because the County has to have a place to hold the election. Member Selzer also said that these changes don't come without cost. He continued that some 1,400 voters will have to get letters. It is going to cost the County \$1,000 or so that probably wasn't budgeted originally in the Clerk's office but will now need to be covered. Member Selzer indicated that he is not quite sure why the schools are doing this. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated that the items for information and General Report are on pages 85-99.

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

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2005
 Combined Annual Appropriation and Budget Ordinance
 General Fund 0001, Facilities Management Department 0041
 Health Department Building 0046

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the General Fund 0001, Facilities Management Department 0041, Health Department Building 0046; and,

WHEREAS, pursuant to an Intergovernmental Agreement approved by the City of Bloomington and McLean County, for a period of five years beginning this year, the City of Bloomington agrees to rent 176 parking spaces to County employees in City operated parking facilities; and,

WHEREAS, it is necessary to amend the fiscal year 2005 Combined Annual Appropriation and Budget Ordinance in order to appropriate in sufficient funds in order to recognize the annual parking revenue to be received and the annual lease payment due to the City of Bloomington; and,

WHEREAS, the Property Committee, on Thursday, October 6, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2005; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Health Department Building 0046 the following amount:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0041-0046-0410.0159 West Lot Parking Lot	\$13,200.00	\$39,600.00	\$52,800.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Health Department Building 0046 the following amount:


	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0041-0046-0744.0002 Parking Lot Expenses	\$13,200.00	\$39,600.00	\$52,800.00

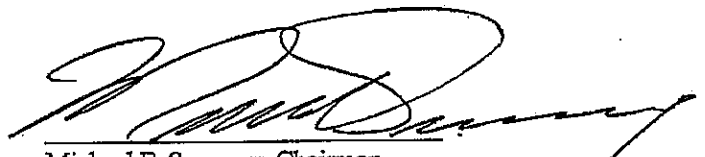
- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Treasurer, County Auditor, Director of Facilities Management and the County Administrator.

ADOPTED by the County Board of McLean County this 18th day of October, 2005.

ATTEST:

APPROVED:


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


 Michael F. Sweeney, Chairman
 McLean County Board

Members Bostic/Ahart moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance – General Fund 0001, Facilities Management Department 0041 – Parking – Health Department Building 0046. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated that the General Report may be found on pages 101-108.

Member Bostic stated that she would also like to call Greg Koos to explain the beautiful award that is set before them. Mr. Koos stated that we as a community have been recognized by the Landmark Preservation Council of Illinois for exemplary quality of restoration for the restoration of the dome and drum of the old McLean County Courthouse which is now the Museum of History. Mr. Koos continued that the Richard Driehaus Foundation funds this award for Landmark Preservation's Council. Mr. Koos stated that the trophy is a model of the front gate of the old stock exchange building in Chicago and this particular model cost about \$2,000 to build. Mr. Koos said that he was accompanied by Second Vice-President, Bob Watkins. Mr. Koos further stated that the Board truly appreciates the support that County government provides for what is an important community asset. He continued that none of this would have been possible without the work of Jack Moody who really steered everyone in the proper direction, kept everybody in communication, kept everybody coordinated, and is now breathing down the necks of some insurance people and doing a fine job.

JUSTICE COMMITTEE:

Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
Metro McLean County Centralized Communications Center Fund 0452
MetCom Department 0030**

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and;

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Metro McLean County Centralized Communications Center Fund 0452; and,

WHEREAS, the unanticipated need to replace the interface servers and Workstation for the TriTech Computer Assisted Dispatch (CAD) system requires a hardware expense of \$43,590.00; and,

WHEREAS, the CAD data base has grown to a point where it is slowing down data retrieval and a purging system is necessary at a cost of \$24,815.00; and,

WHEREAS, the MetCom Operations Board at its regular meeting of May 13, 2005 voted to recommend approval of a request to appropriate \$68,405.00 from MetCom's unappropriated fund balance to acquire five (5) interface servers and related equipment and software, and to acquire software and licenses necessary to do database purging for the CAD system; and,

WHEREAS, the console furniture that was originally installed at MetCom is worn and unsuitable for the new STARCOM21 radio system; and,

WHEREAS, the STARCOM21 console equipment is scheduled to be installed in the fourth quarter of 2005; and,

WHEREAS, MetCom has obtained factory-direct pricing that is lower than those included in Motorola's system quote and lower than the prices available through the federal government General Services Administration (GSA) pricing; and,

WHEREAS, the MetCom Operations Board at its regular meeting of August 12, 2005 voted to recommend approval of a request to appropriate \$95,904.00 from MetCom's unappropriated fund balance to purchase, deliver, and install six (6) dispatcher work stations and 12 chairs; and,

WHEREAS, the Justice Committee, at its regular meeting on October 3, 2005 recommended to the County Board approval of the request received from MetCom to amend the fiscal year 2005 adopted budget for MetCom to add sufficient funds for the above-described purchases to the Furniture and Equipment Purchase line-item accounts by appropriating the same amounts from the unappropriated fund balance of Fund 0452; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the MetCom Fund 0452 in the amount of \$164,309.00 and to amend the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MMCCC Unappropriated Fund Balance 0452-0030-0090-0400.0000	\$ 0.00	\$ 164,309.00	\$ 164,309.00

2. That the County Auditor is directed to amend the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriation in the Metro McLean County Centralized Communications Fund 0452, MetCom Department 0030:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MMCCC Furniture and Equipment Purchase 0452-0030-0090-0833.0001	0.00	\$ 95,904.00	\$ 95,904.00

MMCCC Computer Equipment Purchase 0452-0030-0090-0833.0002	\$ 33,863.00	\$ 43,590.00	\$ 77,453.00
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MCCC Computer Software Purchase 0452-0030-0090-0833.0004	\$ 0.00	\$ 24,815.00	\$ 24,815.00
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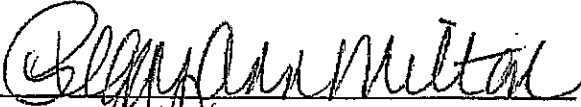
TOTAL:	\$ 33,863.00	\$ 164,309.00	\$ 198,172.00
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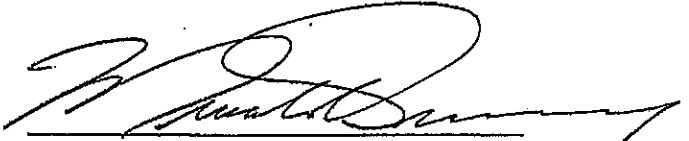
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, Director of MetCom and the County Administrator.

ADOPTED by the McLean County Board this 18th day of October 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Member Renner stated that Items C1c and C1d were pulled for the Justice Committee meeting in November. Members Renner/O'Connor moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance – Metro McLean County Centralized Communications Center Fund 0452 – MetCom Department 0030. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
Children's Advocacy Center Fund 0129
Children's Advocacy Center 0062

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062; and,

WHEREAS, the Children's Advocacy Center has been awarded grant funding from the Illinois Criminal Justice Information Authority to provide funding for desktop computers and a printer; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, October 3, 2005, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$2,349.00 to account for the receipt and expenditure of the grant funding received from the Illinois Criminal Justice Information Authority; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the fiscal year 2002 appropriated budget of the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062, the amount of \$2,349.00 as follows:

	<u>APPROVED</u>	<u>ADD</u>	<u>AMENDED</u>
Illinois Justice Authority Grant 0129-0062-0021-0407.0087	\$120,588.00	\$ 2,349.00	\$122,937.00

2. That the County Auditor is directed to add to the appropriated budget of the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062, the following appropriation:

	<u>APPROVED</u>	<u>ADD</u>	<u>AMENDED</u>
Children's Advocacy Center Software Lic./Maint. 0129-0062-0021-0750.0004	\$ 0.00	\$ 688.00	\$ 688.00

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

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATION
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE

WHEREAS, the Solid Waste Technical and Policy Committee met to review a grant application received for the Solid Waste Management Plan program; and

WHEREAS, the Town of Normal and the Ecology Action Center have been working with Recycling for Illinois (previously known as Central Illinois Access), a social service agency in Peoria, to provide electronics recycling for businesses and residents throughout McLean County since February 2002; and

WHEREAS, the Town of Normal received a grant from the Illinois Department of Commerce and Economic Opportunity to initiate a daily program to collect e-waste instead of monthly drives; and

WHEREAS, the Town of Normal has negotiated a contract with Recycling for Illinois for \$6,000 per year to provide electronics recycling which includes disposal of monitors at \$5.00 per unit; and

WHEREAS, the Solid Waste Technical and Policy Committee recommended that a grant application be approved for funding electronics recycling from the County's Solid Waste Management Fund to the Town of Normal:

WHEREAS, the Land Use and Development Committee, at its regular meeting on October 6, 2005, recommended approval of the recommendation received from the Solid Waste Technical and Policy Committee; now, therefore,

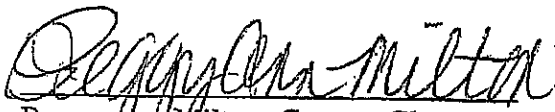
BE IT RESOLVED by the McLean County Board, now meeting in regular session, approves a grant of \$6,000 to the Town of Normal to provide electronics recycling from the County's Solid Waste Management Fund for one year for the current year.

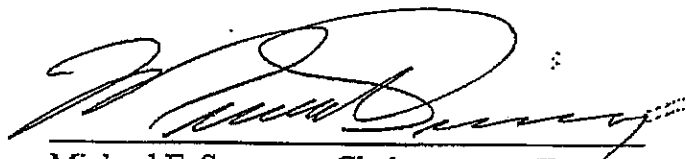
The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Town of Normal public works director, the Ecology Action Center and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 18th day of October, 2005

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Gordon/Cavallini moved the County Board approve a Request for Approval of Request by the McLean County Solid Waste Management Technical Committee to Designate \$6,000.00 from the McLean County Solid Waste Management Fund to the Town of Normal for Recycling Electronics from Residents of McLean County. Member Selzer stated that he had a question about this. He asked if this is going to be an ongoing line item for the solid waste management budget? Mr. Selzer expressed that his concern was whether the County was designating dollars from the landfill money for a specific use. He stated that he would like a little more information for what this is for. Member Gordon stated that his understanding was that this is anticipated to be for current year only. Member Gordon continued that what will transpire down the road might depend on the volume of electronics recycled. Member Gordon said that one thing that should be noted is that electronic recycling had been done one Saturday per month and now it is from 7:00 a.m. to 2:00 p.m., five days a week, so the support for electronics recycling is going toward a considerably expanded version of the program. Member Gordon stated that his understanding is that they will track the volume of electronics recycled and there may be subsequent requests but they would be on a one-year-at-a-time basis depending on volume. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated that the Land Use Committee wished to pull Item D1b from the agenda. He stated the information found on pages 134-137 includes a letter from Eric Ruud explaining that the matter of the proposed re-naming of Pebble Road back to Pebble Beach Road is moot. Member Gordon explained that the Land Use Committee found out after its meeting that, in fact, the name was never officially, formally, and finally changed from Pebble Beach Road, so a proposal to change it is not necessary.

FINANCE COMMITTEE:

Member Sorensen, Chairman, presented the following:

RESOLUTION
OF THE McLEAN COUNTY BOARD
ESTABLISHING AN ACCOUNTABLE PLAN FOR MILEAGE REIMBURSEMENT
PAID TO MEMBERS OF THE McLEAN COUNTY BOARD
FOR USE OF PRIVATE VEHICLES FOR COUNTY BUSINESS

WHEREAS, the McLean County Board adopted an Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County on February 19, 2002; and,

WHEREAS, the increasing costs of operating and maintaining a private vehicle have been recognized by the McLean County Board and the Internal Revenue Service; and,

WHEREAS, the McLean County Board annually reviews the issue of appropriate mileage reimbursement for the use of private vehicles for conducting County business; and,

WHEREAS, Internal Revenue Service regulations require that an employer establish an accountable plan for the payment of mileage reimbursement for use of private vehicles for County Business; and,

WHEREAS, pursuant to 55 *ILCS* 5/4-10001, "County Board members and the Chairman of the County Board are also entitled to travel and expense allowances as determined by the County Board;" and,

WHEREAS, the County Auditor has recommended to the Finance Committee that an accountable plan be established for payment of mileage reimbursement to County Board members for use of private vehicles for County business; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, October 4, 2005, recommended that the County Board approve and adopt a revised plan for payment of mileage reimbursement to County Board members for use of private vehicles for County business; and,

WHEREAS, the revised plan for payment of mileage reimbursement to County Board members for use of private vehicles for County business requires each County Board member to be responsible for recording and accounting for actual mileage to Board Oversight Committee meetings and the monthly County Board meeting and to submit the signed monthly mileage report to the Auditor's Office for payment prior to the end of the month; now therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) That, pursuant to the Internal Revenue Service regulations governing an accountable plan, in order to receive payment for mileage reimbursement for use of private vehicles for County business, each County Board member shall be responsible for recording and accounting for actual mileage to Board Oversight Committee meetings and the monthly County Board meeting and to submit the signed monthly

(2)

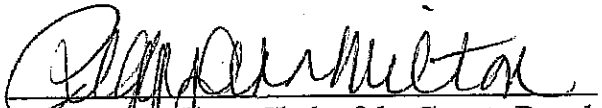
mileage report to the Auditor's Office for payment prior to the end of the month.

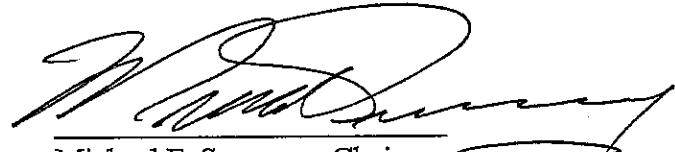
- (2) That the County Administrator's Office is hereby directed to prepare mileage reimbursement expense forms for use by each County Board member to record actual mileage to Board Oversight Committee meetings and the monthly County Board meeting.
- (3) That the effective date of this Resolution shall be January 1, 2006.
- (4) That the County Clerk shall provide a certified copy of this Resolution to the County Auditor and the County Administrator.

ADOPTED by the McLean County Board this 18th day of October, 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board




OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

September 26, 2005

Memo to: The Honorable Chairman and Members of the Finance Committee

From: John M. Zeunik 

Re: County Board Mileage: Board Member Reporting Form

At the September Finance Committee meeting, the Finance Committee recommended that individual Board members should be responsible for preparing and submitting monthly mileage expense reports to the Auditor's Office. The Committee members agreed that this would meet the requirements of an accountable plan under the IRS guidelines. For those members who do not wish to be reimbursed, the member would not turn in a monthly expense voucher.

For your information and review, attached to this memo is a "sample" mileage reimbursement form that could be used by each Board member to properly and completely document mileage reimbursement in accordance with the IRS requirements. This form lists the home and work address of the Board member and provides another line for another address to be listed. After the County Board meeting, each Board member would complete the mileage reimbursement expense voucher and provide the following information:

- (1) check the address (or write in a different address) from which the member left to attend each Committee and Board meeting that month;
- (2) check the address (or write in a different address) to which the member will be going after each Committee and Board meeting that month;
- (3) calculate the total mileage reimbursement expense to be claimed for that month;
- (4) sign the mileage reimbursement form attesting to the accuracy of the mileage reimbursement to be claimed.

The documentation provided on the "sample" mileage reimbursement form would satisfy the IRS requirements for an accountable plan. Should you have any questions about the mileage reimbursement expense form, please call me at 888-5110.

Thank you.

BOARD MEMBER ADDRESS	FINANCE COMMITTEE	CHECK FROM	ONE TO	ROUND TRIP MILEAGE	RATE	TOTAL
Matt Sorensen						
8270 Idlewood Dr. Bloomington, Il.				17.00	\$0.485	
One State Farm Plaza, Bloomington, Il.				2.30	\$0.485	
Other:						
	EXECUTIVE COMMITTEE					
8270 Idlewood Dr. Bloomington, Il.				17.00	\$0.485	
One State Farm Plaza, Bloomington, Il.				2.30	\$0.485	
Other:						
	COUNTY BOARD					
8270 Idlewood Dr. Bloomington, Il.				17.00	\$0.485	
One State Farm Plaza, Bloomington, Il.				2.30	\$0.485	
Other:						
	STAND-UP COMMITTEE					
8270 Idlewood Dr. Bloomington, Il.				17.00	\$0.485	
One State Farm Plaza, Bloomington, Il.				2.30	\$0.485	
Other:						
	COUNTY BOARD MEMBER'S SIGNATURE:					

BOARD MEMBER ADDRESS	FINANCE COMMITTEE	CHECK FROM	ONE TO	ROUND TRIP MILEAGE	RATE	TOTAL
Sue Berglund 1019 East Olive Street Bloomington, IL.				2.00	\$0.485	
Other:						
	EXECUTIVE COMMITTEE					
1019 East Olive Street Bloomington, IL.				2.00	\$0.485	
Other:						
	COUNTY BOARD					
1019 East Olive Street Bloomington, IL.				2.00	\$0.485	
Other:						
	STAND-UP COMMITTEE					
1019 East Olive Street Bloomington, IL.				2.00	\$0.485	
Other:						
COUNTY BOARD MEMBER'S SIGNATURE:						

BOARD MEMBER ADDRESS	FINANCE COMMITTEE	CHECK FROM	ONE TO	ROUND TRIP MILEAGE	RATE	TOTAL
Duane Moss						
1402 Essex Court, Normal, IL.				6.00	\$0.485	
109 East Olive Street, Bloomington, IL.				0.20	\$0.485	
Other:						
	PROPERTY COMMITTEE					
1402 Essex Court, Normal, IL.				6.00	\$0.485	
109 East Olive Street, Bloomington, IL.				0.20	\$0.485	
Other:						
	COUNTY BOARD					
1402 Essex Court, Normal, IL.				6.00	\$0.485	
109 East Olive Street, Bloomington, IL.				0.20	\$0.485	
Other:						
	STAND-UP COMMITTEE					
1402 Essex Court, Normal, IL.				6.00	\$0.485	
109 East Olive Street, Bloomington, IL.				0.20	\$0.485	
Other:						
COUNTY BOARD MEMBER'S SIGNATURE:						

BOARD MEMBER ADDRESS	FINANCE COMMITTEE	CHECK FROM	ONE TO	ROUND TRIP MILEAGE	RATE	TOTAL
Dave Selzer 1218 Windsor Drive Normal, IL.				8.00	\$0.485	\$0.485
Other:						
	PROPERTY COMMITTEE					
1218 Windsor Drive Normal, IL.				8.00	\$0.485	\$0.485
Other:						
	COUNTY BOARD					
1218 Windsor Drive Normal, IL.				8.00	\$0.485	\$0.485
Other:						
	STAND-UP COMMITTEE					
1218 Windsor Drive Normal, IL.				8.00	\$0.485	\$0.485
Other:						
COUNTY BOARD MEMBER'S SIGNATURE:						

BOARD MEMBER ADDRESS	FINANCE COMMITTEE	CHECK FROM	ONE TO	ROUND TRIP MILEAGE	RATE	TOTAL
Benjamin Owens						
3207 Winchester Bloomington, IL.				6.00	\$0.485	
2902 Gill Street Bloomington, IL.				4.90	\$0.485	
Other:						
	JUSTICE COMMITTEE					
3207 Winchester Bloomington, IL.				6.00	\$0.485	
2902 Gill Street Bloomington, IL.				4.90	\$0.485	
Other:						
	COUNTY BOARD					
3207 Winchester Bloomington, IL.				6.00	\$0.485	
2902 Gill Street Bloomington, IL.				4.90	\$0.485	
Other:						
	STAND-UP COMMITTEE					
3207 Winchester Bloomington, IL.				6.00	\$0.485	
2902 Gill Street Bloomington, IL.				4.90	\$0.485	
Other:						
COUNTY BOARD MEMBER'S SIGNATURE:						

Members Sorensen/Moss moved the County Board approve a Request for Approval of a Resolution Establishing an Accountable Plan for Mileage Reimbursement Paid to Members of the County Board for use of Private Vehicles for County Business. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION
TO ESTABLISH RATES FOR HEALTH AND LIFE INSURANCE COVERAGES
FOR FY 2006**

Whereas, the County of McLean has provided life insurance and group health insurance and has offered Health Alliance Health Maintenance Organization (HMO) and Health Alliance Preferred Provider Option (PPO) as options for employees, and

Whereas, it is necessary to establish rates for employees and others who participate, in accordance with County policy, in such health and life coverages, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session:

1. That the monthly rates which employees must provide, for employees on whose behalf the County contributes toward the cost of such coverages and provides 100% of the life insurance cost, shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
Health Alliance HMO	\$65.66	\$307.00	\$328.12	\$415.36
Health Alliance HMO	\$73.15	\$342.10	\$365.52	\$462.72
Health Alliance PPO	\$52.22	\$245.78	\$266.82	\$342.12
Health Alliance PPO	\$52.22	\$245.78	\$266.82	\$342.12

2. That the monthly rates which employees must provide when required to provide the full cost of health and life insurance, such as those on a leave but not disabled, shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
Health Alliance HMO	\$372.60	\$705.60	\$734.60	\$910.60
Health Alliance HMO	\$414.60	\$786.60	\$818.60	\$1014.60
Health Alliance PPO	\$296.60	\$563.60	\$592.60	\$742.60
Health Alliance PPO	\$296.60	\$563.60	\$592.60	\$742.60

3. That the monthly rates which employees must provide when required to provide the full cost of health insurance but nothing for life insurance, such as those who are disabled and have the life insurance premium waived or retired who have no life insurance shall be as follows:

	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
Health Alliance HMO	\$371.00	\$704.00	\$733.00	\$909.00
Health Alliance HMO	\$413.00	\$784.00	\$817.00	\$1013.00
Health Alliance PPO	\$295.00	\$562.00	\$591.00	\$741.00
Health Alliance PPO	\$295.00	\$562.00	\$591.00	\$741.00

4. That the monthly rates which former employees must provide when required to provide the full cost of health insurance but nothing for life insurance, such as those covered by the Public Health Service Act shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
Health Alliance HMO	\$378.42	\$718.08	\$747.66	\$927.18
Health Alliance HMO	\$421.26	\$799.68	\$833.34	\$1033.26
Health Alliance PPO	\$300.90	\$573.24	\$602.82	\$755.82
Health Alliance PPO	\$300.90	\$573.24	\$602.82	\$755.82

5. That the monthly rates which former employees must provide when required to provide the full cost of health insurance but who are disabled and covered by the Public Health Service Act and, thereby, able to extend their coverage from 18 months to 29 months, for months 19 through 29 shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
Health Alliance HMO	\$556.50	\$1056.00	\$1099.50	\$1363.50
Health Alliance HMO	\$619.50	\$1176.00	\$1225.50	\$1519.50
Health Alliance PPO	\$442.50	\$843.00	\$886.50	\$1111.50
Health Alliance PPO	\$442.50	\$843.00	\$886.50	\$1111.50

6. That the County Administrator is authorized to sign the contracts and agreements necessary to effectuate this Resolution.

7. That this Resolution shall be effective immediately, with the above health insurance rates effective for coverages on and after January 1, 2006.

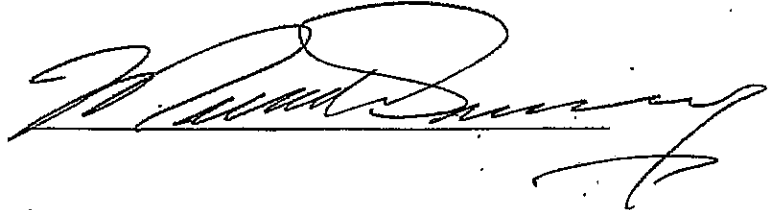
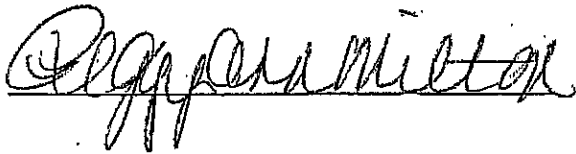
Adopted by the County Board of McLean County this 18th day of October, 2005.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of
the McLean County Board

Michael F. Sweeney,
Chairman, McLean County Board



e:heal_res2006

Members Sorensen/Owens moved the County Board approve a Request for Approval of a Resolution to Establish Rates for Health and Life Insurance Coverages for FY'2006. Member Sorensen stated that he wanted to thank Terry Lindberg and the Members of his Ad Hoc Committees around the County with representatives from the departments. He said that basically as you look at the rate schedule for 2006 for County employees, they did an amazing job of negotiating with the providers. Member Sorensen continued that his experience with other major employers is that they didn't fair this well. He explained that they managed to keep the cost of health care down for County employees and, while it is still an increase, it is substantially lower than other places are facing. He said he'd like to thank Terry and his team. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 158-200.

McLEAN COUNTY BOARD RESOLUTION
County Highway 28 (CH 28)


Providing for the deletion of part of Ireland Grove Road, County Highway 28 (CH 28) from the East edge of Towanda Barnes Road to the East Right of Way (ROW) line of 2100 East Road from the County Highway System in McLean County, Illinois.

Whereas the County Board of McLean County, and City of Bloomington entered into an agreement for transfer of the jurisdiction of the above location, to the Municipal Street System.

NOW THEREFORE, BE IT RESOLVED, that the above location, with Department of Transportation approval, be deleted from the Highway System of McLean County, and that said route is identified as CH 28 from the East edge of Towanda Barnes Road to the East ROW line of 2100 East Road.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit three (3) certified copies of this Resolution to the State through its District Engineer's Office at Ottawa, Illinois.

Approved by the County Board on October 18, 2005.


Michael F. Sweeney, Chairman, McLean County Board

CERTIFICATE

I, Peggy Ann Milton, County Clerk, in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, 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 Regular meeting held at Bloomington on October 18, 2005.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, in said County this 18th day of October, A.D., 2005.

[SEAL]


Peggy Ann Milton, McLean County Clerk

CITY OF BLOOMINGTON
Ordinance

Providing for the addition of part of Ireland Grove Road, County Highway 28 (CH 28) from the East edge of Towanda Barnes Road to the East Right of Way (ROW) line of 2100 East Road in its entirety to the City of Bloomington Highway System from the County Highway System in McLean County, Illinois.

Whereas, the County Board of McLean County and the City of Bloomington entered into an agreement for transfer of jurisdiction of the above locations to the Municipal Street System.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, that the above location, with Department of Transportation approval be added to the Highway System of the City of Bloomington and that said route was identified as CH 28 from the East edge of Towanda Barnes Road to the East ROW line of 2100 East Road at Bloomington, Illinois, in its entirety from the County Highway System in McLean County, Illinois.

BE IT FURTHER ORDAINED by the City Council of the City of Bloomington, that the Clerk is hereby directed to transmit three certified copies of this Ordinance to the State through its District Engineer's Office at Ottawa, Illinois.

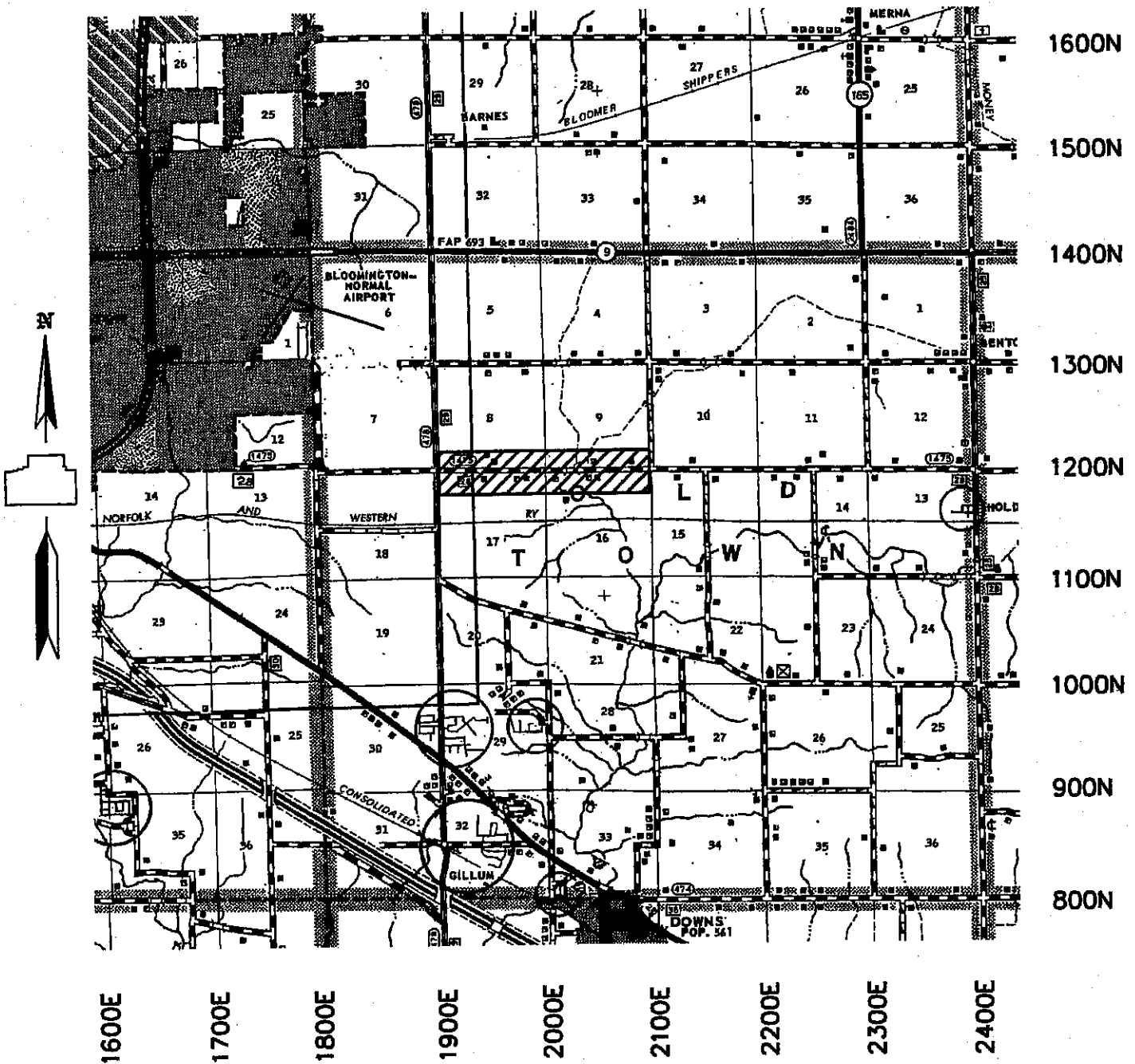
Approved by the City of Bloomington on this _____ day of _____, 2005.

Stephen Stockton, Mayor
City of Bloomington

ATTEST:

Clerk of the City of Bloomington

ADDENDUM #3
LOCATION MAP FOR JURISDICTIONAL TRANSFER
CH 28 IRELAND GROVE ROAD
TOWANDA-BARNES RD TO EAST ROW LINE OF 2100E RD





Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: City of Bloomington
Township/Road District:	Township/Road District:
County: McLean	County:

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Ireland Grove Road Route FAS 1475 (CH 28) Length 10722 Feet 2.031 miles
Termini East edge of Towanda Barnes Road to East R O W of 2100 East Road

This transfer [X] does [] does not include Structure No. 5422

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: IDOT Approval

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum No. 1, Addendum No. 2, and Addendum No. 3

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Michael F. Sweeney

Name Stephen Stockton

Title Chairman, McLean County Board
Chairman County Board

Title Mayor, City of Bloomington
Mayor, City of Bloomington

Signature

Signature

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By:

Director of Highways

Date



McLean County

HIGHWAY DEPARTMENT

John E. Mitchell, County Engineer
Eric S. Schmitt, Assistant County Engineer
102 S. Towanda-Barnes Rd, Bloomington, IL 61704
(309) 663-9445 FAX (309) 662-8038
highway@mcleancountyil.gov

October 11, 2005

Mr. John Zeunik
McLean County Administrator
Government Center -- Rm 401
115 E Washington St
Bloomington, IL 61701

RE: Jurisdictional Transfer – Ireland Grove Road

Enclosed is the Local Agency Agreement for Jurisdictional Transfer and the County Board Resolution, along with the Location Map that needs to be on the Action Agenda for the Transportation and Executive Stand-Up's along with the County Board Meeting next Tuesday, October 18, 2005.

Sincerely,



John E. Mitchell
McLean County Engineer

ANNEXATION AGREEMENT

PURSUANT to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, hereinafter referred to as "City" and DENEEN BROTHERS FARMS, L.L.C. (hereinafter Deneen), RICHARD A. SEARLS, JR., THOMAS J. SEARLS, RICHARD A. SEARLS III, STEPHEN J. SEARLS, AND JOHN D. SEARLS (hereinafter Searls), and EASTLAKE, L.L.C. (hereinafter Eastlake, Owner, or Developer). The Deneen property is described on Exhibit A, the Searls property on Exhibit B, and the Eastlake property on Exhibit C. The parties AGREE AS FOLLOWS:

I. ANNEXATION PETITION. Eastlake, Deneen and Searls, subject to the terms and conditions set forth in this annexation agreement, have petitioned the City of Bloomington, requesting annexation of tracts of land described in Exhibits "A", "B" and "C" (hereinafter referred to as "the tract") to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the tract, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 11th day of April, 2005, continued to the 26th day of September, 2005.

II. ANNEXATION. The City agrees to adopt an ordinance annexing the tract, in whole or in part, to the City of Bloomington within 30 days from the date of submission of an annexation plat depicting the area to be annexed and all required supporting documentation.

III. ZONING, SKETCH PLAN APPROVAL, SUBDIVISION AND DEVELOPMENT.

A. Zoning - Within 30 days of any annexation of all or any portion of the tract, the City agrees to rezone the tract to the zoning classifications set forth on Exhibit D. The public hearing required for such rezonings having been held before the Planning Commission of the City of Bloomington on the 23rd day of March, 2005, continued to the 14th day of September, 2005, after notice required by law and ordinance.

B. Sketch Plan Approval - The City hereby approves a Sketch Plan for the property, a copy of which Sketch Plan is attached hereto and made a part hereof as Exhibit "E".

C. Subdivision Plan Approval - Within 60 days from the submission of one or more Preliminary Subdivision Plans and Final Subdivision Plats in the form and with the content required by the City's Land Subdivision Code as it now exists, and after any public hearings required by law and ordinance, the City agrees to approve Preliminary Subdivision Plans and after the preparation by the Owner and approval by the City of required construction drawings and the

completion of or bonding for all public improvements, the City agrees to approve Final Subdivision Plats, provided such plans and plats are in substantial accordance with the approved Sketch Plan and approved Preliminary Plans. Any Preliminary Subdivision Plan may include less than all the acreage in the tract, provided it contains at least 40 acres.

IV. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final subdivision plat, the installation of public improvements within and serving the tract, and the use and development of the tract during the term of this Agreement, the following agreements and conditions shall apply in place of those that might otherwise apply during subdivision or development of the site:

A. Streets & Sidewalks

1. Adjacent Roads [Ireland Grove Road, County Highway 28 and 2100 East] Right-of-Way

a) Deneen shall dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width. Right-of-way plats and dedication documents shall be prepared by Developer.

b) Searls shall dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width. Right-of-way plats and dedication documents shall be prepared by Developer.

c) Eastlake shall dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width and the West 1/2 of 2100 East as required by the City of Bloomington, but not more than 50 feet in width. Right-of-way plats and conveyance documents shall be prepared by Developer.

d) City agrees to take jurisdiction over and maintenance responsibility for Ireland Grove Road adjacent to the tract if an inter-governmental agreement between the County and the City defining same is approved by the City, County and State.

e) Developer shall reimburse Old Town Township Road District the local share of recent improvements to a bridge on T. R. 2100 East in an amount not to exceed \$50,000.00 within 30 days from the effective date of this Agreement.

2. Improvement - At the election of the City, and in lieu of any other adjacent street improvement obligation, Developer shall either:

a) Improve Ireland Grove Road from Towanda Barnes easterly 9,300 lineal feet by providing a 4-1/2" asphalt overlay to a width of 22 feet, at a cost not to exceed the total cost of the alternative listed below.

or in the alternative

b) Eastlake shall provide at final platting of adjacent property, a substandard adjacent roadway guarantee as per City

Code. The amount of the guarantee shall be based on \$125.00 per front foot. The bond and guarantee shall be for the frontage of the Eastlake development on Ireland Grove Road (except the Park and Greenway frontage) and on Road 2100 E.

Nothing in this agreement shall be construed as relieving Searls or Deneen from their responsibility to meet the code requirements for adjacent substandard street(s) at such time as they subdivide adjacent property.

3. Interior streets -

a) All interior streets shall be built by Owner to City subdivision code standards. Any oversizing or increased structural strength required by the City over and above what is required to serve this subdivision shall be installed by Eastlake and shall be paid for by the City within 30 days from billing by Eastlake. The Arterial Street at 2000 E shall not allow access from lots fronting thereon and shall have a 45 mph design speed.

b) The Owners may elect to construct one or more entrance gates for residential streets under the following conditions:

1. The street (including gate, pavement, curb, gutter & sidewalk) and storm sewer (including inlets and manholes) on the street thereby affected shall be considered a private street.

2. A viable homeowners association or other

responsible agency shall be transferred the maintenance responsibility (including snow removal) for said private street.

3. The City shall be granted access to said private street for maintenance of other utilities such as water and sanitary sewer.

4. Provisions shall be made to grant unimpeded access to said private street for all emergency vehicles and services (such as attachment of a Knox Box).

5. The City agrees to continue garbage collection on said private street(s) only to the extent there is unimpeded access for the City's collection vehicles and provisions of a hold harmless agreement.

6. The Homeowners Association shall supply the City with a hold harmless agreement.

c) Owner may construct a boulevard street from Ireland Grove Road north on the easterly side of the proposed residential development. The City shall reimburse one-half the cost of said boulevard street, where it is not adjacent to residential development, to Eastlake within 30 days of billing.

d) Owner shall include a grade separated pedestrian crossing under said street described in Paragraph IV A 3 C to facilitate pedestrian traffic, one-half the cost of which

shall be reimbursed to Eastlake by the City, within 30 days from billing.

e) The City may allow Developers to construct berms in outlots and signage in street medians. Any signage and berms constructed shall be per code and maintained by the homeowners association, which shall indemnify the City and hold the City harmless.

5. Traffic Impact Analysis - Owner shall prepare and submit a traffic impact analysis for the development. The analysis shall predict the traffic impacts on the interior streets, Ireland Grove Road and 2100 E. The Owner shall prepare an Intersection Design Study for the intersection of the Arterial Street entrance at 2000 E with Ireland Grove Road. If traffic signals are warranted at this location because of traffic generated by the Eastlake development, the Owner shall pay the cost of the signalization, with installation to be made when traffic from the development warrants the installation.

B. Water

1. To the Site: The Developer shall design and construct a water main of a size determined by the City to serve the tract if developed as depicted on the Sketch Plan along Ireland Grove Road from Towanda Barnes Road to the West line of the Eastlake property by. Eastlake shall have no

requirement to pay a tap on fee to connect to this water main.

City shall reimburse Developer the entire cost of this water main within 30 days from billing by Eastlake.

2. Adjacent to the Site: Eastlake shall construct water mains on the adjacent roads South and East of their development of a size to be determined by the City. Where said water mains are adjacent to property to be developed by Eastlake for residential purposes, Developer shall pay for that portion of the cost of a water main of a size sufficient to serve the development. The City shall pay the cost of oversizing the main beyond what is required to serve the development. Where the water main is adjacent to park land or other land not being developed for residential purposes by Eastlake, the City shall reimburse the entire cost of that portion of the main. The City shall make payment within 30 days from billing by Eastlake.

3. Within the Site: Eastlake shall construct water mains within their development to comply with City standards. If the City request any internal water mains to be larger in diameter than is required to serve the development, the City shall pay the reasonable cost for oversizing after installation and within 30 days from billing by Eastlake.

C. Sanitary Sewer -

1. The City shall design and construct a sanitary sewer pump station and necessary sanitary sewer force mains and sewers of a sufficient size to serve the Development as depicted on the Sketch Plan by _____ 1, 200_ or such later date as Eastlake may accept.

2. Eastlake shall pay a tap on fee to the City to connect to the City's sanitary sewer pump station, force main and sewer proportional to the capacity of said pump station, force main and sewer used for Owner's development, divided by the total capacity of said pump station, force main and sewers on a flow rather than acreage basis. Tap on fees shall be paid at the time of final platting of subdivision additions.

3. Eastlake shall not be required to pay a sanitary sewer tap on fee for land used for park, pump station, Greenway purposes or land not proposed for development by Eastlake.

4. Eastlake shall dedicate reasonable and sufficient land to the City for the construction of a sanitary sewer pump station, if a location study identifies Eastlake property as a preferred location.

5. Eastlake shall construct interceptor sanitary sewers within their development to comply with City standards. If any internal sanitary sewers are to accept flow from future

storm water detention basin. Cost sharing would be based upon the proportionate share of additional volume provided as compared to the total volume and shall include land costs at fair market value. Design and construction shall be by Eastlake. The City's share shall be paid within 30 days from billing by Eastlake.

5. City agrees to use its best efforts to obtain easements and permits allowing appurtenant backup on upstream properties, if necessary.

6. Eastlake shall incorporate into the design of the proposed weir and storm water detention basin sediment entrapment devices and wetland area to improve the water quality in the Kickapoo Creek and to reduce future maintenance costs. These enhancements to the detention basin and Greenway shall be considered a reasonable part of the detention basin/Greenway construction costs to be shared with the City if storm water storage capacity in excess of City code requirements is provided.

E. Park Land Dedication -

1. Owner shall dedicate park land to the City as shown on the Sketch Plan, which shall include a 20+ acre park and 10+ acre public access way around the detention basin/Greenway.

2. Owner shall prepare the park and public access way

for seeding and seed the land with a seed mixture approved by the City. Owner shall provide erosion protection plantings for the stream restoration area. In the event grant funds are available for seeding, planting and/or preparation work, the City shall apply for those funds and if received, use them for this purpose.

3. If the amount of land dedicated is less than that required by Code, Developer shall pay and City shall accept a fee in lieu. If the amount of land dedicated exceeds that required by Code, Developer shall be allowed a credit against other fees due, based on a land value of \$30,000 per acre.

a). Developer will dedicate a minimum of 300 foot wide greenway for the east branch of Kickapoo Creek and a minimum 250 foot wide greenway for the west branch north to the east west collector. The development shall be designed to maintain the 100 year flood within this greenway.

4. Eastlake shall "rough grade", within the public access way, for a future pedestrian/bike trail around the proposed greenway in consultation with the City in general conformance with the location shown on the sketch plan. The City shall construct the proposed pedestrian/bike trail at least 10 feet in width. The City shall pay the entire cost of designing and

execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

DATED at Bloomington, Illinois, this _____ day of _____, 2005.

CITY OF BLOOMINGTON, ILLINOIS,
A MUNICIPAL CORPORATION

BY: Sybil

ATTEST:

BY: [Signature]

DENEEN BROTHERS FARMS, L.L.C.

BY: _____

Richard A. Searls, Jr.

Thomas J. Searls

Richard A. Searls III

Stephen J. Searls

John D. Searls

EASTLAKE, L.L.C.

BY: _____

LIST OF EXHIBITS

Exhibit A	Deneen
Exhibit B	Searls
Exhibit C	Eastlake
Exhibit D	Zoning description
Exhibit E	Sketch Plan
Exhibit F	Deneen Right-of-Way Dedication
Exhibit G	Searls Right-of-Way Dedication

I:\NANCY\LETTER\REALEST\Eastlake\AnnexAgrSeptsDraft

Deneen Tract

Part of Northwest Quarter of Section 17, Township 23 North, Range 3 East of Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at Northwest Corner of said Northwest Quarter. From said Point of Beginning, thence south 300.04 feet along West Line of said Northwest Quarter; thence east 1292.14 feet along a line 300.00 feet normally distant south of and parallel with North Line of said Northwest Quarter, and which line forms an angle to the right of 90°-54'-21" with the last described course; thence south 965.08 feet along a line parallel with said West Line which forms an angle to the right of 269°-05'-39" with the last described course; thence east along a line to a point on East Line of said Northwest Quarter lying 948.50 feet south of Northeast Corner thereof; thence north 948.5 feet along said East Line to Northeast Corner thereof; thence west along North Line of said Northwest Quarter to Point of Beginning, excepting therefrom, the tract of land described and conveyed in Deed Book 720, page 11, recorded September 11, 1961 as Document No. 13704 in the McLean County Recorder's Office.

Searl Tract

North 300 Feet of Northeast Quarter of Section 17 and South 948.53 Feet of North 1,248.53 Feet of West 300 Feet of Northeast Quarter of Section 17, Township 23 North, Range 3 East of Third Principal Meridian, McLean County, Illinois.

FARNSWORTH GROUP

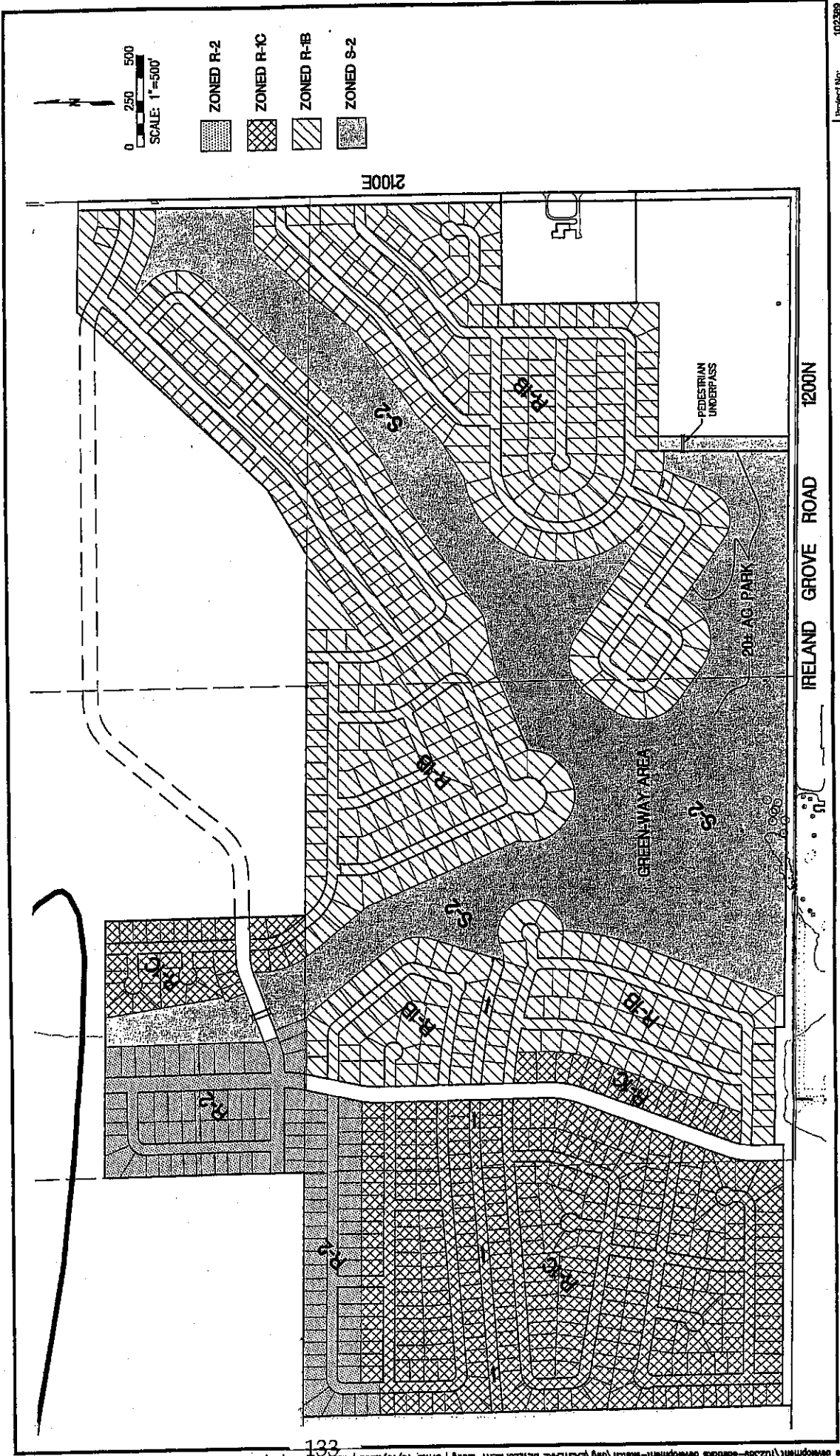
→ MILES, FRANK

0027002

Bittner, Mecherle, Benjamin & Rudesill Tracts

South 1,100 Feet of West 1,400 Feet of Northwest Quarter of Section 9;
 also, a tract of land being approximately 35 acres in South Half of Northeast
 Quarter of Section 9, said tract of land being trapezoidal in shape,
 approximately 600 feet in length on the north side, approximately 1,800 feet
 in length on the south side and the East Line of said tract being the East
 Line of South Half of said Northeast Quarter; also, South Half of Section 9
 except 10 acres around and including Tax Parcel No. 22-09-400-002; and also,
 East Half of Southeast Quarter of Section 8, all being in Township 23 North,
 Range 3 East of Third Principal Meridian, McLean County, Illinois.

Exhibit D

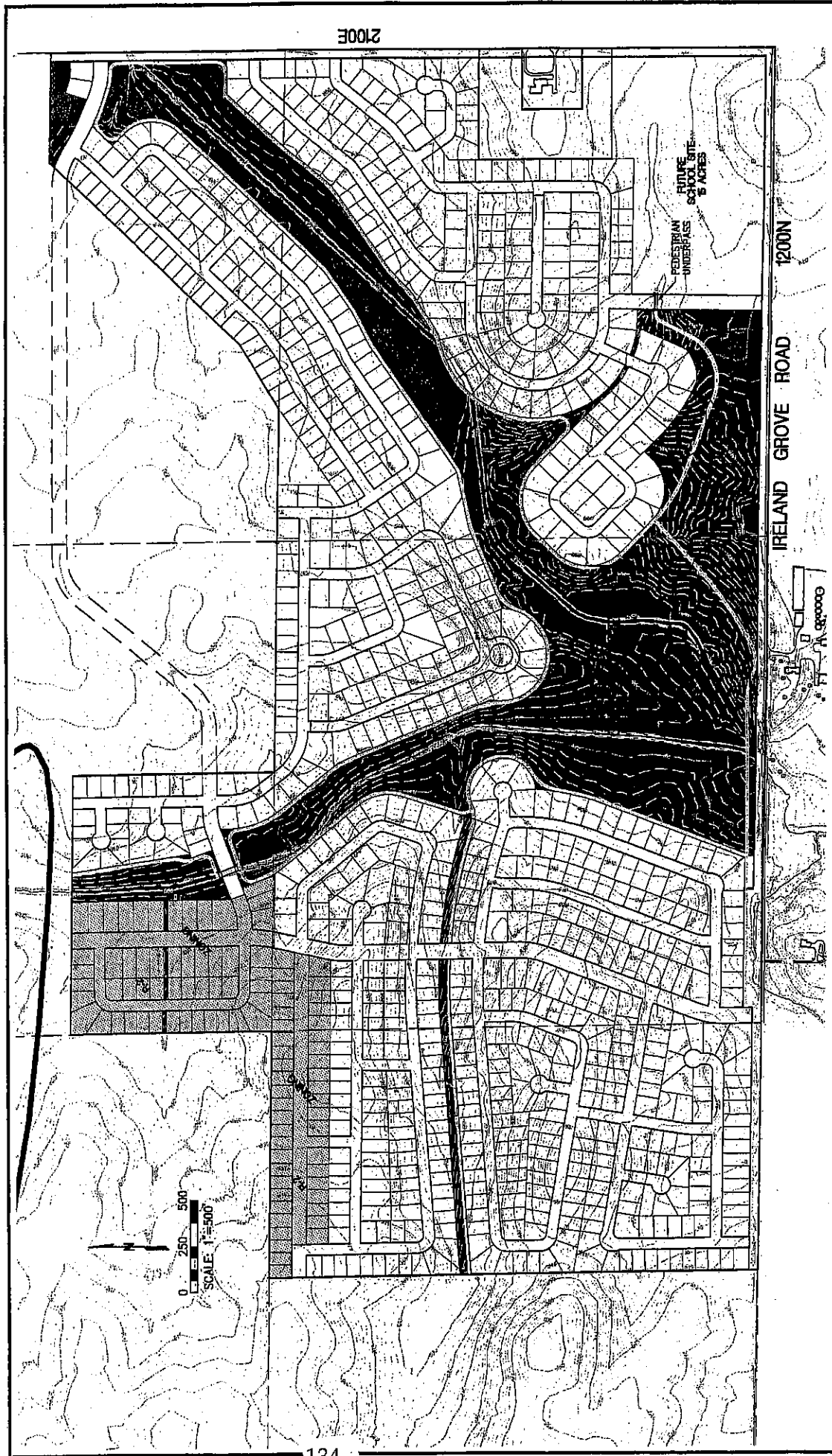


Project No: 102389
 Book No:
 Drawn by:
 Approved:
 Date: 10/1/05

**EASTLAKE DEVELOPMENT
 ZONING PLAN**

Farnsworth
 GROUP
 2707 McGraw Drive
 BLOOMINGTON, ILLINOIS 61704

Exhibit



Project No:
 Book No:
 Drawn By:
 Approved:
 Date: 10/5/05

RLW

EASTLAKE DEVELOPMENT
 BLOOMINGTON, ILLINOIS

Farnsworth
 GROUP
 2705 McGraw Drive
 BLOOMINGTON, ILLINOIS 61704
 PHONE: 314.645.1700 FAX: 314.645.1701

Deneen Road Dedication for Annexation Agreement

All that part of the following described property lying within a strip of land 50 feet in width located south of and adjacent to the North Line of the Northwest Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian except therefrom, any portion of said 50-foot strip which has previously been dedicated. Said Property is described as:

A part of the Northwest Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of said Northwest Quarter. From said Point of Beginning, thence south 300.04 feet along the West Line of said Northwest Quarter; thence east 1292.14 feet along a line 300.00 feet normally distant south of and parallel with the North Line of said Northwest Quarter, and which line forms an angle to the right of 90°-54'-21" with the last described course; thence south 965.08 feet along a line parallel with said West Line which forms an angle to the right of 269°-05'-39" with the last described course; thence east along a line to a point on the East Line of said Northwest Quarter lying 948.50 feet south of the Northeast Corner thereof; thence north 948.5 feet along said East Line to the Northeast Corner thereof; thence west along the North Line of said Northwest Quarter to the Point of Beginning, excepting therefrom, the tract of land described and conveyed in Deed Book 720, page 11, recorded September 11, 1961 as Document No. 13704 in the McLean County Recorder's Office.

EXHIBIT 1

6

Searls Road Dedication for Annexation Agreement

The North 50 Feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

Members Bass/Hoselton moved the County Board approve a Request for Approval of McLean County Board Resolution to Transfer Jurisdiction for part of Ireland Grove Road from McLean County to the City of Bloomington. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated that the General Report is located on pages 226-235.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated that he had nothing to present.

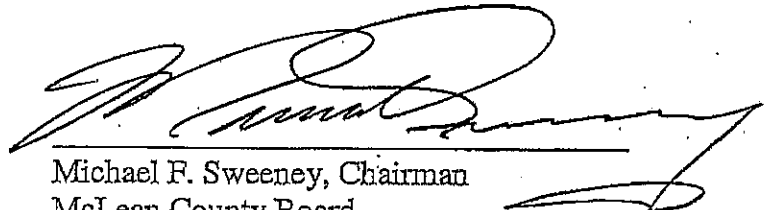
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

October 18, 2005

2005 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$252,837.17	\$252,837.17
Finance		\$811,567.91	\$811,567.91
Human Services		\$354,538.67	\$354,538.67
Justice	\$899.55	\$1,772,438.76	\$1,773,338.31
Land Use		\$17,746.50	\$17,746.50
Property		\$1,906,694.62	\$1,906,694.62
Transportation		1,408,151.80	\$1,408,151.80
Health Board		\$358,203.16	\$358,203.16
T.B. Clinic		\$18,976.09	\$18,976.09
Disability Board		\$47,889.14	\$47,889.14
Total	\$899.55	\$6,949,043.82	\$6,949,943.37



Michael F. Sweeney, Chairman
McLean County Board

Members Owens/Cavallini 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 Selzer/Bostic moved for adjournment until Tuesday, November 15, 2005 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:48 a.m.

Michael Sweeney
County Board Chairman




PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn 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 18th day of October, 2005, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 5th day of November, 2005.



PeggyAnn Milton
McLean County Clerk