



Property Committee Agenda
Room 400, Government Center
Thursday, September 28, 2006
3:30 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – September 7, 2006
August 22, 2006 (Stand-up)
3. Departmental Matters:
 - A. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Proposed Vending Contract between Joe Abrams and Sons Vending and McLean County for Vending Service to County Facilities 1-21
 - b) Request Approval of Lease Agreement between the County and the Children's Advocacy Center 22-35
 - c) Request Approval of Lease Agreement between the County and Veterans Assistance Commission 36-46
 - d) Request Approval of Lease Agreement between the County and the YWCA of McLean County 47-59
 - e) Request Approval of Lease Agreement between the County and the Regional Office of Education for McLean/DeWitt/Livingston Counties 60-72
 - f) Request Approval of Lease Agreement between the County and the G.E.D. Adult Education Literacy Program 73-84
 - 2) Items to be Presented for Information:
 - a) Status Report on Renovation of the Third Floor of Government Center
 - b) Status Report on Renovation of the Law and Justice Center
 - c) General Report
 - d) Other

B. John Zeunik, County Administrator

1) Items to be Presented for Action:

b) Review of Fiscal Year 2007 Recommended Budget

(1) Facilities Management – Juvenile Detention Center Program – 0001-0041 85-89

(2) Facilities Management – MetCom Program – 0001-0041 90-93

(3) Facilities Management – 200 W. Front Street – 0001-0041 94-98

2) Items to be Presented for Information:

a) General Report

b) Other

4. Other Business and Communications

5. Recommend Payment of Bills and Transfers, if any, to County Board

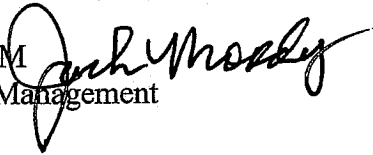
6. Adjournment



Facilities Management

104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice
(309) 888-4201 FAX jack.moody@mcleancountyil.gov

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

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

Date: September 12, 2006

Subj: **Proposed Vending Contract**

On June 13, 2006, we solicited proposals from area vending machine service companies for providing vending machine services to County facilities. On June 28, 2006, we conducted a mandatory pre-proposal conference with all interested firms. A total of 10 firms attended this conference.

On July 14, 2006, we received eight (8) proposals from interested firms who desired to offer vending machine services to County facilities. Those firms included:

Joe Abraham & Sons Vending
Business Enterprise for the Blind
Canteen Vending
Heart of Illinois Vending
Kutter's Tri-City Vending
PGI Services Vending
Raad Vending
Redbird Vending

From July 14 - 27, 2006, we contacted and spoke with 90 client references of these eight firms to learn the quality of service from important perspectives.

From August 23 - 24, 2006, Mr. John Zeunik and I personally interviewed four (4) of these eight (8) firms to discuss their methods of vending services based upon their submitted proposal, level of commission, and reference checks. Those firms included:

Joe Abraham & Sons Vending Canteen Vending
Heart of Illinois Vending Kutter's Vending

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The interview process permitted McLean County to listen to each firm review and discuss their submitted proposal to provide vending machine services of food and beverage items in County facilities that currently have vending machines. Those facilities include:

The McLean County Law and Justice Center The McLean County Health Department
The McLean County Nursing Home Government Center

Topics we felt were important to discuss with each of these firms included:

- Ability to provide a variety of food and beverage selections
- Ability to provide superior service
- Ability to provide fresh and frozen meal selections
- Ability to successfully manage product spoilage, outdating, equipment repairs, and lost money
- Ability to offer Healthy Choice food and beverage selections
- Ability to offer food and beverage items desired by County employees
- Ability to successfully manage vending machine services to ensure machines function properly
- Percentage of commission based upon total sales
- Ability to provide accurate sales reports by location and machine corresponding to monthly commission checks
- Ability to offer food and beverage selections desired at one facility but not necessarily desired at all facilities
- Positive and negative comments made by current and previous customers of each firm
- Ability of McLean County to have a direct input into food and beverage selections

Based upon this comprehensive review process, and because we are not currently under an agreement with any vending company, we therefore request and recommend Joe Abraham & Sons Vending Company at a commission rate of eighteen percent (18%) of total sales.

We have enclosed an agreement for your kind review and approval which has been reviewed by Mr. Eric T. Ruud, First Assistant States Attorney, and has approved by Mr. Joe Abraham, owner.

We are pleased to answer any questions regarding this matter.

Thank you.

JEM: enclosure

Agreement

WHEREAS, the County of McLean, a body corporate and politic, whose administrative offices are located in Room 401 at Government Center, 115 E. Washington Street, Bloomington, Illinois 61702-2400, as client, (hereinafter referred to as "COUNTY"), and Joe Abraham & Sons Vending, 921 Detweiller Drive, Peoria, Illinois 61615, as vendor, (hereinafter referred to as "ABRAHAM"), desire to enter into an agreement whereby ABRAHAM shall provide complete vending machine services of food and beverage items in various COUNTY facilities; and,

WHEREAS, COUNTY is currently under no contractual obligation with any firm for vending machine services in COUNTY facilities; and,

WHEREAS, COUNTY solicited vending machine services proposals on June 13, 2006, conducted a mandatory pre-proposal conference with all interested firms on June 28, 2006, received eight (8) proposals from area firms on July 14, 2006, performed reference checks for quality performance on all firms, reviewed the ability of each firm to provide food and beverage items desired by COUNTY, reviewed monthly commission rates as a percentage of total sales, and interviewed four (4) firms on August 23 – 24, 2006, based upon the depth of their proposals and the quality of all reference checks; and,

WHEREAS, ABRAHAM submitted a proposal to provide complete vending machine services to COUNTY for eighteen percent (18%) of total sales as monthly commission to COUNTY; and,

WHEREAS, the Property Committee of the McLean County Board approved the proposal of ABRAHAM;

NOW, THEREFORE, it is expressly agreed to by the parties as follows:

1. In accordance with the submitted proposal, ABRAHAM shall provide vending machine services at selected COUNTY facilities for an initial term beginning December 1, 2006, for a period of three (3) years, terminating on November 30, 2009.
2. The initial locations of vending machine services shall be as follows:

McLean County Law and Justice Center, 104 W. Front Street, Bloomington IL:

First Floor lobby:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

One candy/snack machine dispensing candy, chips, crackers, cookies, and pastry items.

First Floor Sheriff's Department Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

One cold beverage machine dispensing 12 oz. pop cans.

One machine dispensing candy, chips, cookies, crackers, and pastry items.

One machine dispensing frozen meal selections.

One machine dispensing refrigerated food items.

(COUNTY invites ABRAHAM to recommend additional vending machines and products suitable for installation in this area.)

First Floor Sheriff's Department Jail Booking Secure Hallway:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles.

(Note: Metal pop cans are not allowed due to security reasons)

Third Floor Employee Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

One machine dispensing frozen food meal selections.

One machine dispensing refrigerated food items.

(COUNTY invites ABRAHAM to recommend additional vending machines and products suitable for installation in this area.)

Third Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

(No room for any more machines.)

Fourth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

(No room for any more machines.)

Fifth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

(No room for any more machines.)

Fifth Floor Jury Assembly Room 503:

One machine dispensing hot beverage selections (ex. coffee, tea, hot chocolate)
One "combo" machine dispensing cold beverages and snack food selections.
(No more room for any more machines.)

Sixth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans. (No room for any more machines.)

Seventh Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz pop cans. (No room for any more machines.)

Note: At time of contract, the Law and Justice Center is undergoing a major remodeling project, involving the 7th floor, 6th floor, portions of other floors, and the 1st floor (2006-2007). At times machines may have to be removed from the facility, placed in temporary storage, then returned and reinstalled as soon as remodeling of that portion of the facility is completed. ABRAHAM agrees to work with COUNTY staff on these schedules and needs. COUNTY agrees to provide ABRAHAM ample notice for all schedules when staff learns of these needs from the general contractor.

Government Center, 115 E. Washington Street, Bloomington, IL:

Basement Dining Room Vending Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans, refrigerated juices, and other non-carbonated beverages, including bottled water.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

One machine dispensing frozen meal items.

One machine dispensing refrigerated food items.

One machine dispensing hot beverage items such as coffee, tea, and hot chocolates.

(COUNTY invites ABRAHAM to recommend additional vending machines and products suitable for installation in this area.)

McLean County Health Department, 200 W. Front Street, Bloomington, IL

Second Floor Elevator Lobby:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.

One machine dispensing juices and non-carbonated beverages.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

One machine dispensing frozen meal items.

One machine dispensing fresh refrigerated food items.

(COUNTY invites ABRAHAM to recommend additional vending machines and products suitable for installation in this area.)

McLean County Nursing Home, 901 N. Main Street, Normal, IL

Employee Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

One machine dispensing frozen meal items.

One machine dispensing fresh refrigerated food items.

(COUNTY invites ABRAHAM to recommend additional vending machines and products suitable for installation in this area.)

3. **Compliances:** ABRAHAM agrees to ensure that all vending machines shall meet all federal, state, and local codes, laws, regulations, ordinances, certifications, and compliances including McLean County Health Department standards, as applicable, for temperature control of refrigerated and frozen food machines.
4. **Permits and Licenses:** ABRAHAM agrees to be responsible for any required vending machine permits, licenses, revenue stamps, and state inspections, if any, as applicable. Any applicable fees shall be the responsibility of ABRAHAM.
5. **Start-Up of Vending Service:** ABRAHAM agrees to work with COUNTY for a convenient schedule to arrange for delivery and installation of vending machines at each location.
6. **Vending Machine Repairs:** ABRAHAM agrees to perform needed repairs to their vending machines at their own expense and to perform needed repairs in a timely manner. Should repair parts availability exceed five (5) calendar days, ABRAHAM agrees to replace the vending machine with a similar unit as soon as it is determined that repairs will exceed five (5) calendar days.

7. **Monthly Commission Payments to COUNTY:** ABRAHAM agrees to pay COUNTY by the 15th day of each month a commission check of eighteen percent (18%) of total sales for the month just ended. A monthly sales report shall be included each month which identifies total sales by each vending machine. The monthly commission check shall contain a payment stub which shows the amount of commission by building. Failure to provide a monthly commission check to COUNTY shall be deemed a breach of contract. Commission checks shall be made payable to: **McLean County Treasurer**, and mailed to the below address:

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

8. **Length of Contract:** The initial term of this agreement shall be for three (3) years commencing on December 1, 2006, and terminating on November 30, 2009.
9. **Do No Damage:** ABRAHAM agrees to do no damage to COUNTY property during the agreement period and further agrees to reimburse COUNTY for any damage to any aspect of COUNTY property directly caused by vending machines or by servicing technicians. Repair calculations shall be performed by COUNTY and shall be binding upon ABRAHAM and beyond negotiation. Payment to COUNTY by ABRAHAM for calculated repairs shall be made by check to COUNTY within ten (10) days of receipt of damage repairs invoice.
10. **Restocking:** ABRAHAM agrees to monitor all vending machine locations and installations and shall restock depleted vending machine supplies and products to the satisfaction of COUNTY. ABRAHAM agrees to employ sufficient staff and vehicles to be used to replenish all vending machines in a timely manner. Normal restocking times shall be Monday – Friday, during the hours of 7:00 a.m. to 4:30 p.m. Should ABRAHAM desire different times, ABRAHAM may contact COUNTY staff to discuss and arrange. Most COUNTY facilities are closed on weekends.
11. **Vehicles:** ABRAHAM shall discuss with COUNTY staff agreeable places to park vending machine service vehicles.
12. **Tax Exempt Status:** COUNTY is a tax-exempt governmental entity.
13. **Non-Affiliation Clause:** Parties agree that no member of the McLean County Board or any other COUNTY official or employee shall have an interest in this agreement either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et. seq.

14. **Hold Harmless Provision:** ABRAHAM 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 for any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

15. **Insurance Provisions:** In accordance with COUNTY insurance requirements, ABRAHAM agrees to provide the following insurance during the term of this agreement and any subsequent terms:

- a. Comprehensive General Liability Insurance for contractors to include Products and Completed Operations and Contractual Liability, with aggregate limits of no less than \$1,000,000.00.
- b. Automobile Liability Insurance covering all owned, leased, hired, and non-owned vehicles, with no less than \$1,000,000.00 aggregate limits.
- c. Statutory Worker's Compensation Insurance according to Illinois law.
- d. Employer's Liability with limits of no less than \$500,000.00 per occurrence.
- e. Such insurance shall be executed by insurance companies admitted in the state of Illinois and shall be in a form acceptable to COUNTY.
- f. The County of McLean and the McLean County Public Building Commission shall be named as "ADDITIONAL INSUREDS" on all required insurance coverages. A Certificate of Insurance evidencing such insurance shall be provided to COUNTY.

16. **Vending Items:** ABRAHAM agrees to provide vending machines and complete vending machine services, hot and cold beverages, snacks, healthy choice items (appropriately labeled with a sticker by each healthy choice selection), frozen and refrigerated meal items, as offered in their proposal submitted to COUNTY on July 14, 2006. Further, ABRAHAM agrees to meet with COUNTY at least once a month on a mutually agreeable date to discuss and review:

- a. Sales
- b. High-turn items
- c. Low-turn items

- d. Commission checks
- e. Special events calendar
- f. Equipment repairs
- g. Lost money
- h. Reimburse the lost money account
- i. Reports
- j. New items
- k. Healthy choice items
- l. Vending machine relocations or removals due to remodeling
- m. Cleanliness, burned out light bulbs, spoiled or out of date items
- n. Promotions

Additionally, ABRAHAM agrees to initially offer items, available from ABRAHAM's inventory of offerings, based upon a selection made by each building or department operator. The McLean County Health Department, the McLean County Nursing Home, Government Center, the McLean County Law and Justice Center, the Jury Commission (located on the fifth floor of the McLean County Law and Justice Center), and the McLean County Sheriff's Department (located on the first floor of the McLean County Law and Justice Center) will review available items and inform ABRAHAM of desired selections for the initial installation at these various locations in each facility.

17. **Lost Money Reimbursements:** ABRAHAM agrees to establish and maintain sufficient funds for a "lost money fund" at the following locations:
- a. The McLean County Law and Justice Center Facilities Management office to service the McLean County Law and Justice Center, Government Center, and the McLean County Health Department;
 - b. The McLean County Nursing Home

Each of these two facilities will be supplied with appropriate ABRAHAM slips to use to record lost money events for reimbursements.

18. **Electrical and Plumbing Connections:** COUNTY shall be responsible for providing electrical and plumbing connections, as needed. Further, COUNTY shall be responsible for all water bills and electric bills associated with all vending machines installed at COUNTY facilities.

19. **Outages:** In the event of electrical or water service outages, whether or not caused by COUNTY, COUNTY shall not be responsible nor liable for lost sales, damaged items, spoiled products, vending machine repairs, or any liabilities pursuant to the foregoing. COUNTY agrees to notify ABRAHAM of any outages.

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20. **Dollar Bill Changers:** ABRAHAM agrees to provide vending machines that accept one dollar and five dollar denominations of paper United States currency.
21. **COUNTY Notifications of Problems:** ABRAHAM agrees to provide a phone number for COUNTY to use to report any problems with the vending machines or products. ABRAHAM agrees to return the phone call in a timely manner to advice when repairs, if needed, will be implemented.
22. **Price Increases:** ABRAHAM agrees to discuss with COUNTY any desired price increases prior to price changes and to explain the reasons why price increases are being requested.

23. **Correspondence:**

If to COUNTY:
Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 phone

With Copies to:
County Administrator
Government Center – Room 401
115 E. Washington Street
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5110

If to ABRAHAM:
Mr. Joe Abraham
Joe Abraham & Sons Vending
921 Detweiller Drive
Peoria, Illinois 61615
(309) 689-0844 phone

24. **Assignment:** ABRAHAM shall not assign or in any manner transfer this agreement or any interest herein to any other entity during all terms of the agreement.
25. **Partial Invalidity:** In the event any term or condition of this agreement, 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 agreement, or any extensions 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 agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of October, 2006.

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APPROVED:

ABRAHAM:

COUNTY:

By: Joe Abraham President
Joe Abraham, Owner

By: _____
Chairman, McLean County Board

ATTEST:

ATTEST:

By: [Signature]

By: _____
Clerk of the McLean County Board

**MCLEAN COUNTY FACILITIES
VENDING MACHINE PROPOSAL**

JOE ABRAHAM AND SONS VENDING
921 DETWEILLER DRIVE
PEORIA ILLINOIS 61615

JOE ABRAHAM AND SONS VENDING

921 Detweiller Drive Peoria IL 61615
(309) 689-0844 (800) 872-0416

Joe Abraham and Sons Vending welcomes this opportunity to bid on vending services at McLean County Facilities. Well into our third generation as a family-owned business, our attention to customer satisfaction has contributed to our success. We offer superior service, excellent product selection, knowledgeable employees, and an open line of communication with you, the customer. We are small enough for personalized service yet large enough to meet all your vending needs.

We realize you have a choice in the selection of your vending service. Our goal is to meet and exceed your expectations when the choice is *Abraham Vending*.

MACHINES AND RECOMMENDATIONS

We feel that these locations are best suited for universal soda machines rather than those offered by a brand name distributor. When only one producer's products are offered in a refreshment program the result is a potential loss of 60.8% of the drink loyalists who prefer something else. A universal machine allows us to carry both Coke and Pepsi products, as well as the other brands that together represent a third of the market. Our Dixie-Narco 501E machine is attractive, extremely reliable, and offers nine vending selections in plastic bottle or can, allowing us the freedom to tailor each machine to the tastes of its customers.

Our **Automated Products** hot drink machine dispenses freshly ground and brewed coffee, regular and decaffeinated, as well as original and French vanilla cappuccino and hot chocolate.

For snacks we use the **Automated Products 123 Snack Shop** machine, equipped with the GoldenEye guaranteed delivery system. The GoldenEye system consists of a sensor above the retrieval hopper that checks for falling product. If no product falls, the system automatically allows the consumer a choice between a refund and the same or another selection.

For refrigerated food items we use **Crane** carousel machines, the number one refrigerated machine brand. We would also like to make a freezer unit available to complement the snack and food machines on the 1st floor Sheriff's Department area as well as in other areas where space permits. In addition to ice cream these machines can carry a wide variety of microwaveable dinners and other food products.

All our machines use standard 110V outlets, and standard plumbing fixtures where applicable.

PRODUCT PRICING AND COMMISSION SCHEDULE

We guarantee our current pricing through December 2006. We strive to avoid price increases, but in the event that our costs increase we will work with the Facilities Director, who will approve all pricing increases in advance. Full disclosure of sales figures for each machine will be made available each month. *Abraham Vending* uses

CompuVend, the industry's leading software package, to track all inventory and sales data and to generate reports.

For your convenience we have included commission percentages at two price points:

| | | | | |
|-------------------|---------|----|---------|-----|
| LSS Chips | .70 | 7% | .80 | 12% |
| Small Chips | .60 | 7% | .70 | 12% |
| Candy | .65 | 7% | .70 | 12% |
| Pastry | .90 | 7% | 1.00 | 12% |
| Gum | .45 | 7% | .50 | 12% |
| 20oz Bottle | 1.00 | 7% | 1.10 | 12% |
| 12oz Can | .60 | 7% | .65 | 12% |
| Juice/Tea | 1.25 | 7% | 1.35 | 12% |
| Gatorade | 1.25 | 7% | 1.35 | 12% |
| Water | 1.00 | 7% | 1.10 | 12% |
| Coffee (7oz/12oz) | .30/.40 | 7% | .35/.45 | 12% |
| Cappuccino | .35/.45 | 7% | .40/.45 | 12% |

(ALL 18%)

Ice Cream Selections range from .75 to 1.25 with commissions as above

Frozen Food Selections range from 1.50 to 2.50 with commissions as above

Refrigerated Food Selections range from 1.00 to 2.50. There is no commission on refrigerator machines.

SERVICE SCHEDULE

Abraham Vending is known for immediate and prompt service. Our Drivers are uniformed and highly visible. They are trained to assist customers on the spot whenever needed. Our trucks are equipped with tools and supplies such as bulbs, cleaners, and replacement coin mechanisms, and the Drivers are qualified to make all but the most extensive repairs. In the event of a more serious problem our service department is available from 7 AM to 1 AM seven days a week. To meet and exceed your service expectations we intend to schedule two Drivers at each of the four locations daily. Monday thru Friday Drivers will be responsible for stocking product, refilling change, preventive maintenance and rotation of product, and bimonthly meetings with the Facilities Director. We will provide a refund bank to each building, to be replenished monthly or as needed. *Abraham Vending* is fully licensed and insured.

To address the six most common concerns regarding vending service:

- 1) Lost money will be refunded immediately every day from the refund bank available in each building. Our Drivers are expected to deliver refunds directly to the customers affected whenever possible.
- 2) Trapped items are frequently the result of improper loading of product. Our Drivers are trained to handle and load product in a way that minimizes hang-ups. Furthermore, the GoldenEye system guarantees delivery of product.
- 3) Daily filling of each machine should eliminate empty rows. If a particular product is consistently selling out we will promptly increase its inventory in the machine.

- 4) We understand that an unsightly machine affects the customer's faith in the quality of the products it carries. Therefore, our Drivers are expected to keep all machines spotless at all times. They carry a full supply of bulbs and cleaning supplies.
- 5) We do not tolerate out-of-date product. No less than two days before expiration all such items will be removed.
- 6) We guarantee that no machine will ever run out of change. Our machines are all capable of refilling their own coin stacks automatically with coins used by customers. In addition, our Drivers carry a bank at all times explicitly for the purpose of keeping the coin stacks full.

WELLNESS PROGRAM

We offer a complete line of low carb and low fat food choices to help maintain your healthy lifestyle. We anticipate that to ensure full compliance with the Employee Wellness Program we will begin with a goal of making at least 25% of the selections available in each machine 'healthy choices.' We make available to our customers fresh fruit and salad, a variety of juices, teas, and milk, and a full range of baked chips, granola bars, raisins, nuts, etc. Of course, we are committed to honoring the requests of our customers and to date there has been no product we have not been able to procure.

Below you will find a partial list of the food items we currently offer to our customers, with healthy choices in italics.

Italian Beef Sub
Ham and Turkey Club on Croissant
 Bacon and Swiss Charbroil
 Honey Pork on Kaiser
 Double Cheeseburger
 Ham and Cheese on Texas Toast
 Sausage, Egg and Cheese Biscuit
 Twin Chicken Sandwiches
 Sloppy Joe on Flatbread
 Super Poor Boy Sub
 Chuckwagon on Poppyseed
 Mushroom and Swiss Charbroil
 Twin Sausage Biscuits
Turkey and Swiss Sub
 Roast Beef on Poppyseed
 Honey Mustard Chicken on Sesame Seed
 Buffalo and Barbecue Chicken Wings
 Super BBQ
 White Castle Sliders
 Pizza Rolls and Slices
 Fettuccini Alfredo
 Salisbury Steak
 Meatloaf with Potatoes
 Easy French Fries and Mac 'n Cheese
Tropical Fruit Salad
Peach Slices
Mandarin Oranges
Strawberry Cereal Bars
Fresh Salads
Snackwells Wafers
 Nature Valley Granola
Pineapple and Raisin Muffins
Apples and Oranges
Skinny Cow Ice Cream Sandwiches
 Nestle Crunch Ice Cream Drumsticks
 Klondike Bars
 Snickers/3 Musketeers/Take 5 Ice Cream Bars
Tuna and Chicken Salad Sandwiches
 Buffalo Chicken on Kaiser
 Chicken Pot Pie
 Steak and Potato Burrito
 Beef and Cheese Soft Taco
World Gourmet Breakfast Bites
 Double Pork Chop Sandwich
Smart Choice White Popcorn

Italian Stacker on Focaccia
 Sourdough Hero
 Reuben on Rye
 Egg and Cheese on English Muffin
Blueberry Muffin
Nutrigrain Strawberry and Yogurt
 Apples and Caramel Crème Parfait
Sun Chips Harvest Cheddar
 Butch's White Garlic Pizza
 Deli Express Chicken Nuggets
Garden Pasta Salad
Fat-free Mini Pretzels
Berries and Cherries Fruit Snacks
Low Fat Fig Bars
V 8 Splash Fruit Medley
 Boston Baked Beans
Apple, Orange, and Cranberry Juice
Baked Lays Potato Chips
 Twin Chili Dogs
Grilled Chicken and Cheese
New York Bagels with Cream Cheese
Wheat Thins and Gardettos
Italian Panini with Peppers and Onions
Cheese on Wheat Crackers
 Bologna and Cheese Wedges
Chicken Noodle Soup
Beef Vegetable Soup
Sunflower Seeds
Planter's Nuts
 Chili
Ham and Swiss Lunchables
 Chocolate Moo Milk
 Beer Nuts
 Meatball Sub
 Sausage Griddlecakes
 Pizza Charbroil
Ruby Red Grapefruit Juice
Mom's Country Subs
Roast Beef and Cheddar on Onion Roll
 Red Chili and Cheese Burrito
 BBQ Pork Rib Sandwich
 Oriental Beef and Peppers with Rice
Hawaiian Grill
 Country Fried Steak with Gravy
Fish Filet with Cheese

REFERENCES

Cintas
2015 Eagle Road
Normal, Illinois
Katie 309-454-6737

Pheasant Lanes Bowling
804 Hersey
Bloomington, Illinois
Kevin 309-663-8556

The Chateau
1601 June Drive
Bloomington, Illinois 61204
Mary Ann Arnett 309-662-2020

Tazwell County Sheriff's Department
101 Capitol Street
Pekin, Illinois 61554
Jane Stouffer 309-478-5607

Smithfield RMH Food Group
375 Erie Avenue
Morton, Illinois
Roger Philli 309-266-1500 ext. 118

Champion Furnace
8021 N. Galena Road
Peoria, Illinois 61614
Joe Shane 309-685-1031

Associated Bank
411 Hamilton Street Suite 1927
Peoria, Illinois 61602
Susie Armstrong 309-370-1895

Landmark Recreation Center
3225 N. Dries Lane
Peoria, Illinois 61604
Doug Holmes 309-685-8200

Quality Metals Products
7006 N. Galena Road
Peoria, Illinois 61614
Gene Dunbar 309-692-8014

Degussa Goldschmidt
Route 24
Mapleton, Illinois
Randy Gordon 309-347-2167

Velde Ford
2200 N. 8th Street
Pekin, Illinois 61554
Jack Cahill 309-673-8583

BID FORM

BIDDER'S NAME **JOE ABRAHAM AND SONS VENDING**

BIDDER'S ADDRESS 921 DETWEILLER DRIVE

CITY/STATE/ZIP CODE PEORIA ILLINOIS 61615

TELEPHONE NUMBER 309-689-0844

EMAIL ADDRESS ABRAHAMVENDING@YAHOO.COM

TO: MCLEAN COUNTY

WE HAVE RECEIVED THE DOCUMENTS ENTITLED "REQUEST FOR PROPOSALS, VENDING MACHINE FOOD AND BEVERAGE SERVICES, MCLEAN COUNTY FACILITIES."

WE HAVE EXAMINED ALL DOCUMENTS AND THE LOCATIONS REFERENCED IN THE DOCUMENTS AND HAVE FAMILIARIZED OURSELVES WITH ALL NECESSARY SITE LOCATIONS.

IN SUBMITTING THE ENCLOSED PROPOSAL, WE AGREE:

1. TO HOLD OUR PROPOSAL VALID FOR A MINIMUM OF SIXTY (60) DAYS FROM THE DATE OF THE DEADLINE FOR RECEIPT OF ALL PROPOSALS.
2. TO ENTER INTO A THREE-YEAR CONTRACT WITH MCLEAN COUNTY BASED UPON OUR PROPOSAL.
3. TO FURNISH ALL REQUIRED REFERENCES IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL PACKET.
4. THAT I AM AUTHORIZED BY MY FIRM TO SUBMIT PROPOSALS TO PROSPECTIVE CLIENTS.

BASE BID

18%

WE PROPOSE VENDING SERVICES AT STIPULATED MCLEAN COUNTY FACILITIES FOR ~~12%~~ (TWELVE PERCENT) OF TOTAL SALES AS COMMISSION TO MCLEAN COUNTY.

BIDDER'S PRINTED NAME AND TITLE Joseph Abraham Jr. President

BIDDER'S SIGNATURE Joseph Abraham Jr. Pres



Facilities Management

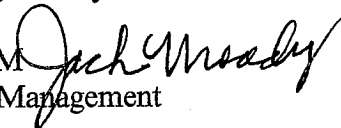
104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack.moody@mcleancountyil.gov

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

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

Date: September 28, 2006

Subj: **Tenant Leases for 2007**

Enclosed for your kind review and approval we have attached the 2007 lease renewals for five tenants in our facilities. The revenues associated with these leases have been included in the Recommended 2006 McLean County Budget Proposal. Mr. Eric T. Ruud, First Assistant States Attorney, has reviewed these leases and has determined their consistency with County policies for tenant leases.

We therefore ask your kind approval of the enclosed lease renewals and that this matter be placed on the McLean County Board agenda for review and approval.

If we can answer any questions please contact us at your convenience.

Thank you.

JEM:
Enclosures

Cc: Mr. Eric T. Ruud, First Assistant States Attorney

Tenant Leases Cover.Doc

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

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

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Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on **January 1, 2007**, and terminate on **December 31, 2007**.
2. **Tenant's Use and Operation.** CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
3. **Utilities.** CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.
4. **Building Common Areas.** CAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all

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

6. **Parking.** COUNTY shall provide no parking stalls for CAC, and further, CAC agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
7. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.
8. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** CAC agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way

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

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

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

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

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

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

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

13. **Hazardous Material.**

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

b. **Disclosure, Remediation, Liability, and Indemnification.**

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

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

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

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

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

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

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

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

a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.

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

c. Have specific performance of CAC's obligations.

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

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

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

(i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph seven (8) of this lease, ordinary wear and tear excepted, remove all of its personal property

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

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

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

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

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

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

If to COUNTY:

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

With Copies to:

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

If to CAC:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 28th day of September, 2006.

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

CASALease07.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

Veterans Assistance Commission

As Tenant,

For

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

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Lease Agreement

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

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

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

1. **Term.** The term of the lease agreement shall commence on January 1, 2007, and terminates on December 31, 2007.

2. **Rent.**
 - a. Rent shall be \$4,851.28 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.

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

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

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

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

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

If to COUNTY:

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

With Copies to:

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

If to VAC:

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

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

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IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 28th day of September, 2006.

APPROVED:

**VETERANS ASSISTANCE
COMMISSION**

COUNTY OF McLEAN

By: _____

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

ATTEST:

By: _____

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

VAC07.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

YWCA OF McLEAN COUNTY

As Tenant,

For

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

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Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2007, and terminate on December 31, 2007.

2. **Rent.**
 - a. YWCA agrees to pay COUNTY \$8,374.53 for the term of this lease agreement, payable in twelve equal monthly installments of \$697.88 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 adjourning 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

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With Copies to:

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

If to YWCA:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 28th day of September, 2006.

APPROVED:

YWCA of McLEAN COUNTY

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

YWCA07.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

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

As Tenant,

For

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

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Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2007, and terminate on December 31, 2007.

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 \$42,701.86. 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.

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

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

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

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

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

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

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
10. **Conduct.** ROE shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by ROE without the prior express written approval of COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to COUNTY:

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

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With Copies to:

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

If to ROE:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 28th day of September, 2006.

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

ROE07.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

G.E.D. Adult Education Literacy Program

As Tenant,

For

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

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Lease Agreement

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

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

1. **Term.** The term of the lease agreement shall commence on January 1, 2007, and terminate on December 31, 2007.

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 \$24,307.66. 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.

Page eight

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

If to COUNTY:

Office of the County Administrator
McLean County
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

Page nine

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 28th day of September, 2006.

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

GED07.Doc

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

| Fund: | General 0001 | Department: | Facilities Management- Juvenile Detention Center | Pages: | 127 - 129 |
|----------------------|----------------|----------------|--|--------------------|-------------------------|
| CATEGORY | FY 2005 BUDGET | FY 2006 BUDGET | RECOMMENDED FY 2007 BUDGET | AMOUNT OF INCREASE | % INCREASE OVER FY 2006 |
| Revenue | \$ - | \$ - | \$ - | | N/A |
| Salaries | \$ 59,252 | \$ 60,443 | \$ 62,688 | \$ 2,245 | 3.71% |
| Fringe Benefits | \$ 5,216 | \$ 5,490 | \$ 5,673 | \$ 183 | 3.33% |
| Materials & Supplies | \$ 16,555 | \$ 16,195 | \$ 16,730 | \$ 535 | 3.30% |
| Contractual | \$ 105,904 | \$ 99,750 | \$ 118,475 | \$ 18,725 | 18.77% |
| Capital Outlay | \$ - | \$ - | \$ 22,800 | \$ 22,800 | |
| Other | \$ - | \$ - | \$ - | | |
| TOTAL: | \$ 186,927 | \$ 181,878 | \$ 226,366 | \$ 44,488 | 24.46% |

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: General 0001

Department: Facilities Management 0041
Program: Juvenile Detention 0022

Highlights of the Recommended Budget:

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing Level in the FY'2007 Recommended Budget.

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted in the FY'2007 Recommended Budget at the same level or less as in the FY'2006 Adopted Budget with the following exceptions:

608.0001 Gasoline/Oil/Diesel Fuel: This line item account has increased from \$375 in the FY'2006 Adopted Budget to \$610 in the FY'2007 Recommended Budget. This increase is based on the increase in the price of gasoline, oil and diesel fuel (for the emergency generator) and a review of the year-to-date expenses as of the date the FY'2007 Recommended Budget was prepared.

621.0001 Non-Major Equipment: This line item account has increased from \$500 in the FY'2006 Adopted Budget to \$650 in the FY'2007 Recommended Budget. This increase is based on a review of the year-to-date expenses as of the date the FY'2007 Recommended Budget was prepared.

(2)

625.0001 Buildings/Grounds/Equipment Maintenance Supplies: This line item account has been budgeted at the FY'2006 Adopted Budget dollar amount - \$9080 - in the FY'2007 Recommended Budget. This line item account includes funding for the following expenses:

| | |
|---|------------------|
| - Lock Repairs: | \$ 950.00 |
| - HVAC Filters/Grease/Oil: | \$2300.00 |
| - Grease Trap Maintenance: | \$ 400.00 |
| - Light Bulbs: | \$ 500.00 |
| - Electrical Supplies: | \$ 930.00 |
| - Miscellaneous Supplies (Building & Plumbing): | <u>\$4000.00</u> |
| Total: | \$9080.00 |

Contractual:

All Contractual line item accounts have been budgeted at the same level or less as in the FY'2006 Adopted Budget with the following exceptions:

708.0001 Pest Control Services: This line item account has increased from \$600 in the FY'2006 Adopted Budget to \$660 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenses and the year-to-date expenses as of the date the FY'2007 Recommended Budget was prepared.

709.0001 Garbage Disposal Services: This line item account has increased from \$2000 in the FY'2006 Adopted Budget to \$2318 in the FY'2007 Recommended Budget. This increase is based on the contract agreement approved by the Board for garbage disposal services to be provided to the JDC.

744.0001 Maintenance Building/Grounds: This line item account has increased from \$6750 in the FY'2006 Adopted Budget to \$9750 in the FY'2007 Recommended Budget. This line item account includes funding for the following contractual service expenses:

| | |
|---------------------------------|------------|
| - Generator Maintenance | \$ 1000.00 |
| - Fire Extinguisher Maintenance | \$ 450.00 |
| - Chiller Maintenance | \$ 2300.00 |
| - Cleaning Kitchen Hood | \$ 800.00 |

(3)

| | |
|----------------------------------|------------|
| - Miscellaneous Outside Services | \$ 1200.00 |
| - Sprinkler Maintenance | \$ 1000.00 |
| - Mandatory Backflow Prevention | \$ 3000.00 |
| Total: | \$ 9750.00 |

750.0001 Equipment Maintenance Contracts: This line item account has increased from \$18,200 in the FY'2006 Adopted Budget to \$21,497 in the FY'2007 Recommended Budget. This line item account includes funding for the following contractual service expenses: Simplex Fire and Security (\$20,547) and Simplex Monitoring Service (\$950).

795.0001 Electric Service: This line item account has increased from \$42,729 in the FY'2006 Adopted Budget to \$48,000 in the FY'2007 Recommended Budget. This increase is based on the projected increase in electric utility rates as a result of the recent auction administered by the Illinois Commerce Commission.

795.0002 Gas Service: This line item account has increased from \$22,000 in the FY'2006 Adopted Budget to \$25,000 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenses and the rate per therm for the purchase of natural gas.

795.0004 Water Service: This line item account has increased from \$3195 in the FY'2006 Adopted Budget to \$5400 in the FY'2007 Recommended Budget. This increase is based on the addition of a Stormwater services fee that the Town of Normal has added to all water bills.

Capital Assets:

801.0001 Capital Improvements: This line item account includes the following capital improvement expenses:

| | |
|---|------------|
| - New floor covering for the Control Room | \$ 1600.00 |
| - Records Storage Secure Room for JDC | \$ 2000.00 |
| - Additional Moving Security Camera | \$ 2000.00 |
| - Medical Department New Locks | \$ 3000.00 |
| Total: | \$ 8600.00 |

835.0001 Purchase of Kitchen/Laundry Equipment: This line item account includes the following capital improvement expenses: New Dishwasher for JDC kitchen - \$6900.00.

(4)

838.0001 Purchase of Machinery & Equipment: This line item account includes the following capital improvement expenses:
Shelving for Records Storage archive in basement of the JDC - \$7300.00

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

| Fund: | General 0001 | Department: | Facilities Management- Metro Communications Center | Pages: | 130 - 132 |
|----------------------|----------------|----------------|--|--------------------|-------------------------|
| CATEGORY | FY 2005 BUDGET | FY 2006 BUDGET | RECOMMENDED FY 2007 BUDGET | AMOUNT OF INCREASE | % INCREASE OVER FY 2006 |
| Revenue | \$ 89,929 | \$ 88,153 | \$ 118,598 | \$ 30,445 | 34.54% |
| Salaries | \$ 32,072 | \$ 33,176 | \$ 34,287 | \$ 1,111 | 3.35% |
| Fringe Benefits | \$ 5,063 | \$ 3,632 | \$ 3,703 | \$ 71 | 1.95% |
| Materials & Supplies | \$ 12,690 | \$ 12,640 | \$ 13,690 | \$ 1,050 | 8.31% |
| Contractual | \$ 40,104 | \$ 38,705 | \$ 51,618 | \$ 12,913 | 33.36% |
| Capital Outlay | \$ - | \$ - | \$ 15,300 | \$ 15,300 | |
| Other | \$ - | \$ - | | | |
| TOTAL: | \$ 89,929 | \$ 88,153 | \$ 118,598 | \$ 30,445 | 34.54% |

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: General 0001 Department: Facilities Management 0041 Program: Metro Centralized Communications 0045

Highlights of the Recommended Budget:

REVENUE:

The Facilities Management - Metro McLean County Centralized Communications Center program budget is presented as a self-balancing program within the General Fund in the FY'2007 Recommended Budget. The program's revenue fully funds the projected maintenance and operating expenses of the Metro McLean County Centralized Communications Center.

The revenue source is the reimbursement received from the Metro McLean County Centralized Communications Center - please see Metro McLean County Centralized Communications Center Fund 0452, Department 0030, Line-item Account 0706.0001 Contract Services. Pursuant to the Intergovernmental Agreement between the Emergency Telephone Systems Board (ETSB), City of Bloomington, Town of Normal, and McLean County, the annual operating budget for the Centralized Communications Center is funded by the three local governments and the ETSB. Since the MetCom facility was financed and built with proceeds from a Public Building Commission bond issue, the County's Facilities Management Department is responsible for maintenance and custodial services.

EXPENDITURES:

Personnel:

There is no change in FTE Staffing level in the FY'2007 Recommended Budget.

(2)

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted in the FY'2007 Recommended Budget at the same level or less as in the FY'2006 Adopted Budget with the following exceptions:

608.0001 Gasoline/Oil/Diesel Fuel: This line item account has increased from \$500 in the FY'2006 Adopted Budget to \$730 in the FY'2007 Recommended Budget. This increase is based on the increase in the price of gasoline, oil and diesel fuel (for the emergency generator) and a review of the year-to-date expenses as of the date the FY'2007 Recommended Budget was prepared.

621.0001 Non-Major Equipment: This line item account has increased from \$900 in the FY'2006 Adopted Budget to \$1290 in the FY'2007 Recommended Budget. This increase is a result of a change in the Chart of Accounts that was made by the County Auditor's Office. Supplies that were previously charged to line item account 620.0001 will now be expensed to this line-item account.

625.0001 Building/Grounds/Equipment Maintenance: This line item account has increased from \$6300 in the FY'2006 Adopted Budget to \$6630 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenses.

Contractual:

All of the Contractual line item accounts have been budgeted in the FY'2007 Recommended Budget at the same level or less as in the FY'2006 Adopted Budget.

708.0001 Pest Control Services: This line item account has increased from \$400 in the FY'2006 Adopted Budget to \$434 in the FY'2007 Recommended Budget. This increase is based on a review of the year-to-date expenses as of the date the FY'2007 Recommended Budget was prepared.

709.0001 Garbage Disposal Services: This line item account has increased from \$600 in the FY'2006 Adopted Budget to \$2050 in the FY'2007 Recommended Budget. This increase is based on the contract agreement approved by the Board for garbage disposal services to be provided to MetCom.

(3)

744.0001 Maintenance of Buildings/Grounds: This line item account is budgeted at \$11092 in the FY'2007 Recommended Budget. This line item account includes funding for the following expenses:

| | |
|-----------------------------|-------------------|
| - UPS Battery Replacement | \$ 7192.00 |
| - Sprinkler Maintenance | \$ 400.00 |
| - Generator Maintenance | \$ 1500.00 |
| - Outside Contract Services | \$ <u>2000.00</u> |
| Total: | \$11092.00 |

750.0001 Equipment Maintenance Contracts: This line item account has increased from \$1260 in the FY'2006 Adopted Budget to \$6572 in the FY'2007 Recommended Budget. This line item account includes funding for the following expenses:

| | |
|---------------------------------------|------------|
| - Simplex Security/Fire Alarm service | \$ 1331.00 |
| - UPS Maintenance Contract | \$ 5241.00 |

795.0001 Electric Service: This line item account has increased from \$26,500 in the FY'2006 Adopted Budget to \$30,000 in the FY'2007 Recommended Budget. This increase is based on the projected increase in electric utility rates as a result of the recent auction administered by the Illinois Commerce Commission.

795.0004 Water Service: This line item account has increased from \$700 in the FY'2006 Adopted Budget to \$1070 in the FY'2007 Recommended Budget. This increase is based on an increase in water rates in the City of Bloomington.

Capital Assets:

850.0001 Capitalized Assets: This line item account includes funding for the following capital improvement:
Mandatory plumbing backflow - \$15,300.00.

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

| Fund: | General 0001 | Department: Facilities Management- 200 West Front Street | Pages: 133 - 136 | | |
|----------------------|----------------|--|----------------------------|--------------------|-------------------------|
| CATEGORY | FY 2005 BUDGET | FY 2006 BUDGET | RECOMMENDED FY 2007 BUDGET | AMOUNT OF INCREASE | % INCREASE OVER FY 2006 |
| Revenue | \$ 411,066 | \$ 468,169 | \$ 511,506 | \$ 43,337 | 9.26% |
| Salaries | \$ 113,745 | \$ 119,621 | \$ 123,094 | \$ 3,473 | 2.90% |
| Fringe Benefits | \$ 11,400 | \$ 12,000 | \$ 12,400 | \$ 400 | 3.33% |
| Materials & Supplies | \$ 54,700 | \$ 50,729 | \$ 58,125 | \$ 7,396 | 14.58% |
| Contractual | \$ 193,221 | \$ 250,819 | \$ 280,187 | \$ 29,368 | 11.71% |
| Capital Outlay | \$ 38,000 | \$ 35,000 | \$ 37,700 | \$ 2,700 | 7.71% |
| Other | \$ - | \$ - | \$ - | \$ - | |
| TOTAL: | \$ 411,066 | \$ 468,169 | \$ 511,506 | \$ 43,337 | 9.26% |

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: General 0001 Department: Facilities Management 0041 Program: Health Department Building 0046

Highlights of the Recommended Budget:

REVENUE:

The Facilities Management - 200 West Front Street Building program budget is presented as a self-balancing program within the General Fund in the FY'2007 Recommended Budget. The program's anticipated revenue fully funds the projected maintenance and operating expenses of the Health Department Building at 200 West Front Street Building.

The primary revenue source is the utilities and maintenance reimbursement received from the Health Department and TB Care and Treatment Clinic. In accordance with the Lease Agreements with the tenants, the FY'2007 Recommended Budget reflects the scheduled increases in the rent payment due the County from the tenants.

The other revenue source is the projected income from leasing 176 parking spaces from the City of Bloomington in the Lincoln Parking Deck and the on-grade surface parking lot immediately south of the Lincoln Parking Deck.

EXPENDITURES:

Personnel:

There is no change in FTE Staffing level in the FY'2007 Recommended Budget.

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Materials and Supplies:

608.0001 Gasoline/Oil/Diesel Fuel: This line item account has increased from \$650 in the FY'2006 Adopted Budget to \$845 in the FY'2007 Recommended Budget. This increase is based on the increase in the price of gasoline, oil and diesel fuel (for the emergency generator) and a review of the year-to-date expenses as of the date the FY'2007 Recommended Budget was prepared.

621.0001 Non-Major Equipment: This line item account has increased from \$3000 in the FY'2006 Adopted Budget to \$3980 in the FY'2007 Recommended Budget. This increase is a result of a change in the Chart of Accounts that was made by the County Auditor's Office. Supplies that were previously charged to line item account 620.0001 will now be expensed to this line-item account.

624.0001 Cleaning Supplies: This line item account has increased from \$22,800 in the FY'2006 Adopted Budget to \$26,000 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenses and the year-to-date expenses as of the date the Recommended Budget was prepared.

625.0001 Building/Grounds/Equipment: This line item account has increased from \$23,000 in the FY'2006 Adopted Budget to \$26,000 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenses and the year-to-date expenditures as of the date the Recommended Budget was prepared.

Contractual:

All of the Contractual line item accounts have been budgeted in the FY'2007 Recommended Budget at the same level or less as in the FY'2006 Adopted Budget with the following exceptions:

708.0001 Pest Control Services: This line item account has increased from \$680 in the FY'2006 Adopted Budget to \$745 in the FY'2007 Recommended Budget. This increase is based on the anticipated increase in the cost of services to be provided to the Health Department Building.

709.0001 Garbage Disposal Services: This line item account has increased from \$2400 in the FY'2006 Adopted Budget to \$2900 in the FY'2007 Recommended Budget. This increase is based on the contract agreement approved by the Board for

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garbage disposal services to be provided to the Health Department Building.

744.0001 Maintenance Buildings/Grounds: This line item account has been budgeted at \$25,980 in the FY'2007 Recommended Budget. This line item includes funding for the following expenses:

- Fire Extinguisher Maintenance: \$ 480.00
 - Chiller Maintenance: \$ 5300.00
 - Pump Maintenance: \$ 2600.00
 - Data & Electrical Maintenance: \$ 5000.00
 - Generator Maintenance: \$ 1400.00
 - Sprinkler Maintenance: \$ 2100.00
 - Boiler Maintenance : \$ 3100.00
 - Outside Contract Services \$ 6000.00
- Total: \$25,980.00

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744.0002 CWB Parking Lot Expense: This line item account has been budgeted at \$70,556 in the FY'2007 Recommended Budget. This amount is based on the negotiated lease payment due to the City of Bloomington for the 176 parking spaces leased from the City for employee parking in the Lincoln Parking Deck and the surface parking lot immediately south of the Parking Deck.

750.0001 Equipment Maintenance Contracts: This line item account has increased from \$11,031 in the FY'2006 Adopted Budget to \$14,460 in the FY'2007 Recommended Budget. This line item includes funding for the following expenses:

- Simplex Fire Alarm Maintenance Contract \$3008.00
 - Simplex Monitoring Security Contract \$ 540.00
 - Kone Elevator Maintenance Contract \$7958.00
 - ADA phones in the Elevators \$2900.00
- \$14,406.00

795.0001 Electric Service: This line item account has increased from \$121,000 in the FY'2006 Adopted Budget to \$132,000 in the FY'2007 Recommended Budget. This increase is based on the projected increase in electric utility rates as a result of the recent auction administered by the Illinois Commerce Commission.

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795.0002 Gas Service: This line item account has increased from \$26,000 in the FY'2005 Adopted Budget to \$27,000 in the FY'2007 Recommended Budget. This increase is based on the anticipated price per therm for natural gas in 2007.

795.0004 Water Service: This line item account has increased from \$3200 in the FY'2006 Adopted Budget to \$3706 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenses, the rate increase approved by the City of Bloomington, and the year-to-date expenses as of the date the Recommended Budget was prepared.

Capital Outlay:

801.0001 Capital Improvements: This line item includes funding for the following capital improvement:
ADA door operator for the South Door - \$2700.00.

801.0002 Lease/Purchase Improvements: This line item account includes the payment in the amount of \$35,000.00 due to the Public Building Commission (the "PBC") to repay the \$350,000.00 interest free loan that the PBC approved for replacing the exterior dryvit at the Health Department Building.