



Property Committee Agenda
Room 400, Government Center
Thursday, October 1, 2009
3:45 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – September 3, 2009
3. Departmental Matters:
 - A. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of 2010 Lease Agreements
 - (1) Regional Office of Education for McLean/DeWitt/Livingston Counties 1-14
 - (2) G.E.D. Adult Literacy Program 15-26
 - (3) YWCA of McLean County 27-39
 - (4) Veterans Assistance Commission 40-50
 - (5) Children's Advocacy Center (CASA) 51-63
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Terry Lindberg, County Administrator
 - 1) Items to be Presented for Action:
 - a) Review of Fiscal Year 2010 Recommended Budget
 - (1) Parks and Recreation Department – 0001-0040 64-66
 - (2) Parks and Recreation Department Evergreen Lake Lease Fund – 0147-0040 67-69
 - (3) Facilities Management – Juvenile Detention Center Program – 0001-0041-0022 70-72
 - (4) Facilities Management – MetCom Program – 0001-0041-0045 73-75
 - (5) Facilities Management – 200 W. Front St. (Health Department) – 0001-0041-0046 76-78
 - (6) Facilities Management – Old Courthouse - 0001-0041-0049 79-81

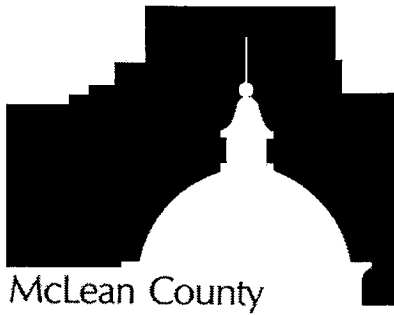
(7)	Facilities Management – Law and Justice Center – 0001-0041	82-85
(8)	Facilities Management – Government Center – 0001-0041	86-88
(9)	Law and Justice Center Debt Service Fund – 0161-0050	89-90
(10)	Government Center Debt Service Fund – 0161-0115	91-92
(11)	Old Courthouse Additional Rent Fund – 0162-0049	93-94
(12)	Law and Justice Center Additional Rent Fund – 0162-0050	95-96
(13)	Government Center Additional Rent Fund – 0162-0115	97-98
(14)	Facilities Management – Fairview Building – 0360-0041	99-100

4. Other Business and Communications

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

6. Adjournment

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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. Terry Lindberg, County Administrator

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

Date: September 22, 2009

Subj: **Tenant Leases for 2010**

Enclosed for your kind review and approval we have attached the 2010 lease renewals for five tenants in our facilities. The revenues associated with these leases have been included in the Recommended 2010 McLean County Budget Proposal. Ms. Hannah Eisner, First Assistant State's Attorney, has reviewed these leases and has determined their consistency with County policies for tenant leases. Below lists the tenants and the rent amounts (3% increase over 2009). There are no other changes the leases for next year.

<u>200 W. Front Street Tenants:</u>	<u>2009 Rent:</u>	<u>2010 Rent:</u>
Veteran's Assistance Commission	\$ 5,147.00	\$ 5,301.41
Children's Advocacy Center	13,475.00	13,879.25

Fairview Building:

YWCA	\$ 8,883.75	\$ 9,150.26
Regional Office of Education (R.O.E.)	45,301.46	46,660.50
Regional Office of Education (G.E.D.)	25,787.08	26,560.69

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.

Thank you.

JEM:
Enclosures

Cc: Ms. Hannah Eisner, First Assistant State's Attorney
Tenant Leases Cover.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, 2010, and terminate on December 31, 2010.

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 **\$46,660.50**. 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;

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

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

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

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

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

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

If to COUNTY:

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

With Copies to:

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

If to ROE:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of October, 2009.

APPROVED:

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

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

G.E.D. Adult Education Literacy Program

As Tenant,

For

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

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Approval Signatures	9

Lease Agreement

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

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

1. **Term.** The term of the lease agreement shall commence on January 1, 2010, and terminate on December 31, 2010.

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 \$26,560.69. The McLean County Auditor's Office shall calculate and present to GED a monthly statement for the payment of this expense by GED representing GED's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Termination; Surrender of Possession.

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

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

If to COUNTY:

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

With Copies to:

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

If to GED:

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of October, 2009.

APPROVED:

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

By: _____

ATTEST:

By: _____

COUNTY OF McLEAN

By: _____
Chairman, McLean County Board

By: _____
Clerk of the McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

YWCA OF McLEAN COUNTY

As Tenant,

For

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

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Lease Agreement

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

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2010, and terminate on December 31, 2010.

2. **Rent.**
 - a. YWCA agrees to pay COUNTY \$9,150.26 for the term of this lease agreement, payable in twelve equal monthly installments of \$762.52 representing the YWCA's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, the YWCA agrees to pay COUNTY a monthly rental payment of \$262.07 which includes \$50.00 per month to the Capital Improvement Replacement Fund for BUILDING.

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

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

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

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

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

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

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

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

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

9. **Insurance and Indemnity.**

- a. **Covenants to Hold Harmless.** YWCA agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.
- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. YWCA shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting YWCA against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** YWCA shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by YWCA in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from YWCA business. YWCA's share of the annual

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

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

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

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

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

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

14. **Hazardous Material.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to COUNTY:

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

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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 20th day of October, 2009.

APPROVED:

YWCA of McLEAN COUNTY

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

YWCA10.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, 2010, and terminates on December 31, 2010.

2. **Rent.**
 - a. Rent shall be **\$5,301.41** to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to COUNTY:

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

With Copies to:

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

If to VAC:

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

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

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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 20th day of October, 2009.

APPROVED:

**VETERANS ASSISTANCE
COMMISSION**

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

VAC10.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, 2010**, and terminate on **December 31, 2010**.
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.

Page ten

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 20th day of October, 2009.

APPROVED:

Children's Advocacy Center

COUNTY OF McLEAN

By: _____
Executive Director

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

CASALease10.Doc

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund: General 0001		Department: Parks and Recreation - 0040		Pages: 123 -- 127	
CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 325,600	\$ 323,350	\$ 343,350	\$ 20,000	6.19%
Salaries	\$ 285,438	\$ 276,760	\$ 265,388	\$ (11,372)	-4.11%
Fringe Benefits	\$ 17,000	\$ 19,000	\$ 20,000	\$ 1,000	5.26%
Materials & Supplies	\$ 85,085	\$ 97,000	\$ 96,605	\$ (395)	-0.41%
Contractual	\$ 169,650	\$ 111,650	\$ 105,490	\$ (6,160)	-5.52%
Capital Outlay	\$ 64,130	\$ 21,000	\$ 20,600	\$ (400)	-1.90%
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 621,303	\$ 525,410	\$ 508,083	\$ (17,327)	-2.79%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

Fund: General 0001

Department: Parks and Recreation 0040

REVENUE:

410.0005 Camp Ground Fees: This revenue line item account has increased from \$170,000 in the FY'2009 Adopted Budget to \$175,000 in the FY'2010 Recommended Budget. No fee increases are proposed; our fees are consistent with other venues with similar amenities.

410.0049 Special Activity Revenue: This revenue line item account has increased from \$10,500 in the FY'2009 Adopted Budget to \$20,000 in the FY'2010 Recommended Budget. This increase is based on the increase in revenue attributable to the continued success of the bait shop and addition of more triathlon events.

450.0011 Transfer from Other Funds: This revenue line item account was added in the FY'2003 Adopted Budget. The proposed transfer of \$20,000 comes from the Solid Waste Management Fund 0159. The Parks and Recreation Department maintains a compost area that is used by local schools and community organizations as a resource to learn about recycling. In addition, the Parks and Recreation Department offers outdoor education in conservation, resource management, and recycling. In order to offset the department's expense for these programs, a transfer from the Solid Waste Management Fund has again been included in the FY'2010 Recommended Budget.

EXPENDITURES:

Personnel:

There is No Change in the FTE Staffing level in the FY'2009 Recommended Budget.

(2)

Materials and Supplies:

The 600 lines show no aggregate increase from the FY 2009 budget.

620.0001 Operating/Office Supplies: This line item account has increased from \$7,250 in the FY'2009 Adopted Budget to \$11,097 in the FY'2010 Recommended Budget due to increased volumes of live bait and fishing accessories being purchased to be sold at the bait shop.

Contractual Services:

All of the Contractual Services line item accounts have been budgeted at the same level or less as in the FY'2009 Adopted Budget, with an aggregate decrease in the 700 accounts of 6%.

Capital Outlay:

The 800 lines are down by 2% compared to FY 2009.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund:	Evergreen Lake Lease Fund - 0147	Department: Parks and Recreation - 0040	Pages: 128 -- 130		
CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 18,995	\$ 17,280	\$ 12,356	\$ (4,924)	-28.50%
Salaries	\$ 10,295	\$ 10,680	\$ 5,880	\$ (4,800)	-44.94%
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	
Materials & Supplies	\$ 5,700	\$ 6,100	\$ 5,978	\$ (122)	-2.00%
Contractual	\$ 3,000	\$ 500	\$ 490	\$ (10)	-2.00%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 18,995	\$ 17,280	\$ 12,356	\$ (4,924)	-28.50%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

Fund: Evergreen Lake Lease Fund 0147

Department: Parks & Recreation 0040

The Evergreen Lake Lease Fund 0147 is a Special Revenue Fund, which must be balanced within the Fund. The Fund was established to promote conservation and development of natural resources within the Park. The Fiscal Year 2009 Recommended Budget marked the last year that the County will receive rental income under the CRP program. The current lease agreement is scheduled to expire at the end of 2009, thus there will be no additional revenue coming into this fund.

REVENUE:

450.0004 Farm Land Rental: This line item account was budgeted at \$14,000 in the FY'2009 Recommended Budget and will be at \$0 for FY 2010.

400.0000 Unappropriated Fund Balance: The FY'2010 Recommended Budget includes an appropriation of \$9,256 from the Unappropriated Fund Balance in order to continue forestry management activities. The December 31, 2008, fund balance in the Evergreen Lake Lease Fund was \$41,496.

410.0035 Unclassified Revenue: This is a new line item account that was added in the FY'2009 Recommended Budget. This line item accounts for revenue received by the Fund that does not fall under one of the other revenue line item categories. There is no change at \$3,100.

(2)

EXPENDITURES:

Personnel:

The FY 2010 FTE Staffing level will decrease from 0.52 FTE in the FY'2009 Recommended Budget to 0.36.

Materials and Supplies:

The Materials and Supplies line item accounts (600's) have been budgeted at 2% less than the FY'2009 Adopted Budget.

Contractual Services:

The Contractual line item accounts (700's) have been budgeted at 2% less than the FY'2009 Adopted Budget.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund:	General 0001	Department:	Facilities Management- Juvenile Detention Center	Pages:	131 -- 133
CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ -	\$ -	\$ -	\$ -	
Salaries	\$ 64,386	\$ 67,879	\$ 68,305	\$ 426	0.63%
Fringe Benefits	\$ 6,222	\$ 6,954	\$ 7,320	\$ 366	5.26%
Materials & Supplies	\$ 18,628	\$ 18,656	\$ 16,626	\$ (2,030)	-10.88%
Contractual	\$ 119,318	\$ 133,635	\$ 126,471	\$ (7,164)	-5.36%
Capital Outlay	\$ 15,625	\$ 5,580	\$ 9,000	\$ 3,420	61.29%
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 224,179	\$ 232,704	\$ 227,722	\$ (4,982)	-2.14%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 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'2010 Recommended Budget.

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted in the FY'2010 Recommended Budget at the same level or less as in the FY'2009 Adopted Budget, and are down by 11% compared to FY'2009.

Contractual:

All Contractual line item accounts have been budgeted at the same level or less as in the FY'2009 Adopted Budget with the following exceptions:

709.0001 Garbage Disposal Services: This line item account has increased from \$2,650 in the FY'2009 Adopted Budget to \$3,000 in the FY'2010 Recommended Budget. This increase is based on the bid award for garbage disposal services at the Juvenile Detention Center.

Contractual Services accounts (700's) are down 5% on an aggregate basis.

(2)

Capital Assets:

801.0001 Capitalized Improvements: This line item account includes \$9,000 to replace a water heater.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund:	General 0001	Department:	Facilities Management- Metro Communications Center	Pages:	134 -- 136
CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 106,133	\$ 101,242	\$ 103,110	\$ 1,868	1.85%
Salaries	\$ 33,573	\$ 35,839	\$ 35,561	\$ (278)	-0.78%
Fringe Benefits	\$ 4,037	\$ 6,120	\$ 6,636	\$ 516	8.43%
Materials & Supplies	\$ 13,850	\$ 12,800	\$ 10,250	\$ (2,550)	-19.92%
Contractual	\$ 54,673	\$ 46,483	\$ 50,663	\$ 4,180	8.99%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 106,133	\$ 101,242	\$ 103,110	\$ 1,868	1.85%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 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'2010 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), Town of Normal, and McLean County, the annual operating budget for the Centralized Communications Center is funded by two of the 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'2009 Recommended Budget.

(2)

Fringe Benefits: **Due to an oversight. IMRF and FICA were not budgeted. Two amendments need to be made:**

599-0001 County's IMRF Contribution: this should be changed from \$0.00 to \$3,236, reflecting the FY 2010 rate of 9.1% of eligible salaries.

599-0003 Social Security Contribution: This should be changed from \$0.00 to \$ 2,720 to reflect the FICA Employer's rate of 7.65%.

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted in the FY'2010 Recommended Budget at the same level or less as in the FY'2008 Adopted Budget, with an aggregate decrease of 20%.

Contractual:

All of the Contractual line item accounts have been budgeted in the FY'2009 Recommended Budget at the same level or less as in the FY'2008 Adopted Budget, except:

795.0001 Electric Service: This line item account has increased from \$30,000 to \$37,000 based on actual usage and increased summer cooling costs.

Contractual line items are up 9% compared to FY 2009, solely due to the increase in Electrical Service.

Capital Assets: There are no capital projects budgeted at the Metcom building.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund:	General 0001	Department:	Facilities Management- Health Department Building	Pages:	137 -- 139
CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 546,230	\$ 558,059	\$ 553,595	\$ (4,464)	-0.80%
Salaries	\$ 125,166	\$ 130,096	\$ 124,999	\$ (5,097)	-3.92%
Fringe Benefits	\$ 13,600	\$ 15,200	\$ 16,000	\$ 800	5.26%
Materials & Supplies	\$ 65,277	\$ 65,730	\$ 58,030	\$ (7,700)	-11.71%
Contractual	\$ 307,187	\$ 312,033	\$ 304,566	\$ (7,467)	-2.39%
Capital Outlay	\$ 35,000	\$ 35,000	\$ 50,000	\$ 15,000	42.86%
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 546,230	\$ 558,059	\$ 553,595	\$ (4,464)	-0.80%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 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'2010 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'2010 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 County employees who park in the 176 parking spaces leased from the City of Bloomington in the Lincoln Parking Deck and the on-grade surface parking lot immediately south of the Lincoln Parking Deck. 2010 is the last year of our agreement with the City of Bloomington.

EXPENDITURES:

Personnel:

There is No Change in the FTE Staffing level in the FY'2010 Recommended Budget.

(2)

Materials and Supplies: The 600 line items are down by 12% compared to FY 2009.

Contractual:

All of the Contractual line item accounts have been budgeted in the FY'2010 Recommended Budget at the same level or less as in the FY'2009 Adopted Budget with the following exceptions:

708.0001 Pest Control: Up by \$90 due to vendor price increase.

744.0002 CWB Parking Lot Expense: This line item account has been budgeted at \$84,480 in the FY'2010 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. This amount is fully recovered from employee rental payments.

795.0001 Electric Service: **This line item account needs to be amended by increasing it by \$2,630.** The FY 2009 amount was \$155,000; the amount in the FY 2010 Recommended Budget is \$143,000 and should be changed to \$145,630, which will balance the expenditures with the revenues in this budget and properly reflect the estimated cost of electric service for this building.

Capital Outlay:

801.0001 Capital Improvements: \$15,000 is budgeted to replace carpeting in the State's Attorney's Child Support unit.

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. This will be the seventh of 10 payments.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund:	General 0001	Department:	Facilities Management- Old Courthouse	Pages:	140 -- 142
CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 222,477	\$ 227,261	\$ 185,724	\$ (41,537)	-18.28%
Salaries	\$ 59,240	\$ 63,071	\$ 63,921	\$ 850	1.35%
Fringe Benefits	\$ 6,800	\$ 7,600	\$ 8,000	\$ 400	5.26%
Materials & Supplies	\$ 12,360	\$ 12,446	\$ 11,800	\$ (646)	-5.19%
Contractual	\$ 94,077	\$ 94,144	\$ 87,003	\$ (7,141)	-7.59%
Capital Outlay	\$ 50,000	\$ 50,000	\$ 15,000	\$ (35,000)	-70.00%
Other	\$ -	\$ -	\$ -	\$ -	-
TOTAL:	\$ 222,477	\$ 227,261	\$ 185,724	\$ (41,537)	-18.28%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

Fund: General 0001 Department: Facilities Management 0041 Program: Courthouse Maintenance 0049

Highlights of the Recommended Budget:

REVENUE:

420.0010 Historical Society: This revenue line item account reflects the annual rent payment of \$10,000 which the McLean County Historical Society pays to McLean County. The lease between the County and the Historical Society is for a term of 30 years at a fixed annual rent of \$10,000 per year. The lease also stipulates that McLean County shall be responsible for the maintenance and operating expenses of the Old Courthouse.

88

450.0009 PBC Reimbursement: This revenue line item account was added in the FY'2003 Adopted Budget when McLean County transferred ownership of the Old Courthouse building and the land to the Public Building Commission (the "PBC"). The PBC leases the Old Courthouse Building and the land back to the County. Pursuant to the terms of the Lease Agreement, the annual lease expense will be equal to the County's costs for maintaining and operating the Old Courthouse Building. This financing arrangement permits the County to cover the FY'2010 annual maintenance and operating expenses for the Old Courthouse Building. This arrangement also provides the County with several alternatives for financing the necessary improvements to the exterior of the Old Courthouse Building.

The FY'2010 Recommended Budget includes an appropriation of \$175,724 in this line item account. This amount plus the rent paid by the Historical Society will cover the annual maintenance and operating expenses of the Old Courthouse Building.

EXPENDITURES:

Personnel:

There is No Change in the FTE Staffing level in the FY'2009 Recommended Budget.

(2)

Materials and Supplies:

All 600 lines are less than FY 2009 and are down 5% in the aggregate.

Contractual:

All 700 lines are down from FY 2009, with an aggregate decrease of 8%, except:

709.0001 Garbage Disposal Services: This line item account has been increased from \$ 540 to \$1,653 based on vendor price increases.

Capital Outlay:

801.0001 Capital Improvements: We have budgeted \$15,000 to replace one Data Aire unit to maintain proper climate control in the Museum in order to protect the historical papers and artifacts.

801.0002 Lease/Purchase Improvements: This line item account includes the payment in the amount of \$50,000.00 due to the Public Building Commission (the "PBC") to repay the \$500,000.00 10 year, interest free loan that the PBC approved to finance the renovation and repair of the Old Courthouse dome and roof. As a way to offset losses and unreimbursed expenses the County paid in connection with the Law and Justice Center explosion and fire, the PBC agreed to pre-refund the remaining six annual payments due on the Courthouse loan by "forgiving" the remaining six payments on the loan; thus, this line is budgeted at \$0.00 this year.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund:	General 0001	Department:	Facilities Management- Law & Justice Center	Pages:	143 -- 147
CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 2,178,510	\$ 2,143,369	\$ 1,979,855	\$ (163,514)	-7.63%
Salaries	\$ 852,014	\$ 871,904	\$ 873,675	\$ 1,771	0.20%
Fringe Benefits	\$ 81,600	\$ 91,200	\$ 96,000	\$ 4,800	5.26%
Materials & Supplies	\$ 134,960	\$ 142,860	\$ 133,400	\$ (9,460)	-6.62%
Contractual	\$ 919,686	\$ 865,605	\$ 819,580	\$ (46,025)	-5.32%
Capital Outlay	\$ 190,250	\$ 171,800	\$ 57,200	\$ (114,600)	-66.71%
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 2,178,510	\$ 2,143,369	\$ 1,979,855	\$ (163,514)	-7.63%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

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

Highlights of the Recommended Budget:

REVENUE:

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

410.0126 Morgue Fees: Unchanged from the prior year at \$10,900. This line item account is the reimbursement for custodial services provided by Facilities Management personnel to the Coroner's Office for cleaning the morgue on weekends and after hours.

420.0011 Rent: This line item account has increased from \$3,392 in the FY'2009 Adopted Budget to \$3,442 in the FY'2010 Recommended Budget per the rent contract with the Fusion Brew coffee stand.

450.0009 PBC Reimbursement: The primary revenue source is the reimbursement received from the Public Building Commission for the maintenance and operation of the Building. Pursuant to the Lease Agreement with the Public Building Commission, the County is responsible for the maintenance and operation of the Law and Justice Center. The County Board annually levies an amount sufficient to pay the Additional Rent to the Public Building Commission (Fund 0162). This payment is equal to the amount to be reimbursed to the County for the maintenance and operating expenses of the Law and Justice Center. The line-item account PBC L & J Reimbursement (450.0009) is budgeted at \$1,965,513 in the FY'2010 Recommended Budget. This represents an 8% decrease compared to the FY'2009 Adopted Budget amount of \$2,129,077.

(2)

EXPENDITURES:

Personnel:

There is a 0.26 reduction in the FTE Staffing level. A part-time summer grounds position was eliminated.

Materials and Supplies:

All Materials and Supplies line item accounts have been budgeted in the FY'2009 Recommended Budget at the same level or less as in the FY'2008 Adopted Budget, with an aggregate decrease for the 600 lines of 7%.

Contractual:

All Contractual line item accounts have been budgeted in the FY'2009 Recommended Budget at the same level or less as in the FY'2008 Adopted Budget with the following exceptions:

709.0001 Garbage Disposal Services: This line item account has increased from \$14,467 in the FY'2009 Adopted Budget to \$17,000 in the FY'2009 Recommended Budget due to a vendor price increase and increased volume of materials.

757.0002 Employees Medical Expense: This line item account has increased from \$711 in the FY'2009 Adopted Budget to \$1,000 in the FY'2010 Recommended Budget. It covers mandatory Hepatitis B vaccinations for staff that may have contact with blood borne pathogens (custodial staff who clean the morgue, maintenance staff who work in the Adult Jail).

795.0004 Water Service: This line item account will increase from \$79,110 in the FY'2009 Adopted Budget to \$83,000 in the FY'2010 Recommended Budget, based on a review of the year-to-date expenses as of the date the Recommended Budget was prepared.

(3)

Capital: This account group (800's) decreases by 67%

801.0001 Capital Improvements: This line item account includes funding for the following small projects:

Re-surface Morgue floor	\$ 5,000
Morgue evidence room mag card reader	\$ 2,500
Install Morgue cabinets	\$13,000
Replace Jail Mezzanine carpet	\$ 5,200
Paint Exterior anodized aluminum	\$ 5,000
Miscellaneous Jail painting	\$ 1,500
Replace 5th Floor Court Sound system	\$25,000

Total: \$ 57,200

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund:	General 0001	Department:	Facilities Management- Government Center	Pages:	148 -- 151
CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 850,238	\$ 898,240	\$ 824,610	\$ (73,630)	-8.20%
Salaries	\$ 289,949	\$ 325,478	\$ 304,003	\$ (21,475)	-6.60%
Fringe Benefits	\$ 34,000	\$ 38,000	\$ 36,000	\$ (2,000)	-5.26%
Materials & Supplies	\$ 72,680	\$ 69,590	\$ 65,700	\$ (3,890)	-5.59%
Contractual	\$ 395,409	\$ 436,822	\$ 410,907	\$ (25,915)	-5.93%
Capital Outlay	\$ 58,200	\$ 28,350	\$ 8,000	\$ (20,350)	-71.78%
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 850,238	\$ 898,240	\$ 824,610	\$ (73,630)	-8.20%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

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

Highlights of the Recommended Budget:

REVENUE:

The Facilities Management – Government Center program budget is a self-balancing program within the General Fund. The program's revenue is expected to fully fund the maintenance and operating expenses of the Government Center. The County's primary revenue source is the reimbursement received from the Public Building Commission for the maintenance and operation of the Building. Pursuant to the Lease Agreement with the Public Building Commission, the County is responsible for the maintenance and operation of the Government Center. The County Board annually levies an amount sufficient to pay the Additional Rent to the Public Building Commission (Fund 0162). This payment is equal to the amount to be reimbursed to the County for the maintenance and operating expenses of the Government Center. The line-item account PBC Reimbursement (450.0009) is budgeted at \$824,610 in the FY'2010 Recommended Budget, which is a decrease of \$74,630 or 8% compared to the FY'2009 Adopted Budget.

The City and County share the expense of maintaining and operating the Government Center. Pursuant to the Lease Agreement with the Public Building Commission, the City pays their share of the maintenance and operating expense directly to the Public Building Commission. The Public Building Commission reimburses the County from the County property tax levy for maintenance and operation and the payment received from the City.

EXPENDITURES:

Personnel:

There is a 1.00 decrease in the FTE Staffing level compared to the FY'2009 Adopted Budget. One Custodian position was eliminated.

(2)

Materials and Supplies:

All Materials and Supplies line item accounts have been budgeted in the FY'2009 Recommended Budget at the same level or less as in the FY'2008 Adopted Budget, resulting in an aggregate decrease of 6%.

Contractual Services:

All Contractual line item accounts have been budgeted in the FY'2009 Recommended Budget at the same level or less as in the FY'2008 Adopted Budget with the following exceptions:

795.0001 Electric Service: This line item account has increased from \$240,000 in the FY'2009 Adopted Budget to \$255,000 in the FY'2010 Recommended Budget. This increase is based on the contract approved between People's Energy Corporation and the County for the purchase of electricity. This increase is based on a review of last year's actual expenditures and the year-to-date expenditures as of the date the Recommended Budget was prepared.

795.0003 Telephone Service: This line item account has increased from \$3,820 in the FY'2009 Adopted Budget to \$4,000 in the FY'2010 Recommended Budget, based on actual usage.

795.0004 Water Service: This line item account has increased from \$4,000 in the FY'2009 Adopted Budget to \$4,800 in the FY'2010 Recommended Budget. This increase is based on a review of last year's actual expenditures and the year-to-date expenditures as of the date the Recommended Budget was prepared.

Contractual lines (700's) are down 6% on an aggregate basis.

Capital:

850.0001 Capitalized Assets: This line item account includes \$8,000 to replace eight window panels that are frosted or etched.

Capital Assets budget lines (800's) are down 72%.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund:	Law & Justice 0161 Debt Service	Department: Law & Justice Center 0050	Pages: 250 -- 251		
CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 1,685,000	\$ 1,685,000	\$ 1,685,000	\$ -	0.00%
Salaries	\$ -	\$ -	\$ -	\$ -	-
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	-
Materials & Supplies	\$ -	\$ -	\$ -	\$ -	-
Contractual	\$ 271,229	\$ 271,229	\$ 271,230	\$ 1	0.00%
Capital Outlay	\$ 1,413,771	\$ 1,413,771	\$ 1,413,770	\$ (1)	0.00%
Other	\$ -	\$ -	\$ -	\$ -	-
TOTAL:	\$ 1,685,000	\$ 1,685,000	\$ 1,685,000	\$ -	0.00%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

Fund: Law & Justice Building Debt Service 0161

Department: Law and Justice Building
Law and Justice Center

Highlights of the Recommended Budget:

The Law and Justice Building Debt Service Fund 0161 is the Special Revenue Fund which is used to levy a property tax equal to the annual debt service payment due to the Public Building Commission for the General Obligation Bonds which were issued in 2006 to finance the renovations to the Law and Justice Center.

Pursuant to the Ordinance approved by the County Board, the County Board annually levies an amount sufficient to pay the annual debt service due to the Public Building Commission. The line-item account Public Building Commission Reimbursement (768.0001) is budgeted at \$1,685,000 in the FY'2009 Recommended Budget, the same amount approved in the FY'2008 Adopted Budget. This obligation is scheduled to be paid in full as of November 1, 2015.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund:		Government Center Debt Service	Department:	Government Center Debt Service 0115	Pages: 252 -- 253
CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 526,027	\$ 429,176	\$ 429,176	\$ -	0.00%
Salaries	\$ -	\$ -	\$ -	\$ -	-
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	-
Materials & Supplies	\$ -	\$ -	\$ -	\$ -	-
Contractual	\$ 230,093	\$ 229,176	\$ 229,176	\$ -	0.00%
Capital Outlay	\$ 166,439	\$ 200,000	\$ 200,000	\$ -	0.00%
Other	\$ 129,495	\$ -	\$ -	\$ -	-
TOTAL:	\$ 526,027	\$ 429,176	\$ 429,176	\$ -	0.00%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

Fund: Public Building Commission Lease 0161

Department: Government Center

Highlights of the Recommended Budget:

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

Pursuant to the Ordinance approved by the County Board, the County Board annually levies an amount sufficient to pay the annual debt service due to the Public Building Commission. The line-item account Public Building Commission Reimbursement (768.0001) is budgeted at \$429,176.00 in the FY'2010 Recommended Budget, the same amount as in FY 2009. This debt issue is scheduled to be paid in full as of November 1, 2021.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund: Old Courthouse Department: Old Courthouse Maintenance 0049 Pages: 254 -- 255

CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 212,477	\$ 217,261	\$ 175,724	\$ (41,537)	-19.12%
Salaries	\$ -	\$ -	\$ -	\$ -	
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	
Materials & Supplies	\$ -	\$ -	\$ -	\$ -	
Contractual	\$ 212,477	\$ 217,261	\$ 175,724	\$ (41,537)	-19.12%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 212,477	\$ 217,261	\$ 175,724	\$ (41,537)	-19.12%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

Fund: Old County Courthouse Rent 0162

Department: Old County Courthouse

Highlights of the Recommended Budget:

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

Pursuant to the Lease Agreement with the Public Building Commission, the County is responsible for the maintenance and operation of the Old County Courthouse. The County Board annually levies an amount sufficient to pay the Additional Rent to the Public Building Commission (Fund 0162). This payment is equal to the amount to be reimbursed to the County for the maintenance and operating expenses of the Old County Courthouse. The line-item account Public Building Commission Reimbursement (768.0001) is budgeted at \$175,724 in the FY'2010 Recommended Budget. This represents a 19% decrease compared to the FY'2009 Adopted Budget amount of \$217,261. The primary reason for this decrease is the elimination of the \$50,000 annual payment to the PBC to pay a \$500,000 no interest loan. The PBC applied the remaining balance to recognize unreimbursed losses on the 2003 Law and Justice Center explosion and fire.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund: Law & Justice Rent Department: Law & Justice Center 0050

Pages: 256 -- 257

CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 2,162,298	\$ 2,129,077	\$ 1,979,855	\$ (149,222)	-7.01%
Salaries	\$ -	\$ -	\$ -	\$ -	
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	
Materials & Supplies	\$ -	\$ -	\$ -	\$ -	
Contractual	\$ 2,162,298	\$ 2,129,077	\$ 1,979,855	\$ (149,222)	-7.01%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 2,162,298	\$ 2,129,077	\$ 1,979,855	\$ (149,222)	-7.01%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

Fund: Law & Justice Building Rent 0162

Department: Law and Justice Building
Law and Justice Center

Highlights of the Recommended Budget:

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

Pursuant to the Lease Agreement with the Public Building Commission, the County is responsible for the maintenance and operation of the Law and Justice Center. The County Board annually levies an amount sufficient to pay the Additional Rent to the Public Building Commission (Fund 0162). This payment is equal to the amount to be reimbursed to the County for the maintenance and operating expenses of the Law and Justice Center. The line-item account Public Building Commission Reimbursement (768.0001) was budgeted at \$2,129,077.00 in the FY'2009 Adopted Budget and will decrease by \$149,222 or 7% in FY 2010 to a total of \$1,979,855. This is mainly due to tighter management of utility costs and fewer capital projects.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund: Gov't Center Rent Department: Government Center 0115 Pages: 258 -- 259

CATEGORY	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
Revenue	\$ 448,219	\$ 449,120	\$ 412,305	\$ (36,815)	-8.20%
Salaries	\$ -	\$ -	\$ -	\$ -	
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	
Materials & Supplies	\$ -	\$ -	\$ -	\$ -	
Contractual	\$ 448,219	\$ 449,120	\$ 412,305	\$ (36,815)	-8.20%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 448,219	\$ 449,120	\$ 412,305	\$ (36,815)	-8.20%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

Fund: Government Center Rent 0162

Department: Government Center
Operations & Maintenance

Highlights of the Recommended Budget:

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

Pursuant to the Lease Agreement with the Public Building Commission, the County is responsible for the maintenance and operation of the Government Center. The County Board annually levies an amount sufficient to pay the Additional Rent to the Public Building Commission (Fund 0162). This payment is equal to the amount to be reimbursed to the County for the maintenance and operating expenses of the Government Center. The line-item account Public Building Commission Reimbursement (768.0001) is budgeted at \$449,120.00 in the FY'2009 Adopted Budget and will decrease to \$412,305 in the FY 2010 Recommended budget. The total cost of maintenance and operations for the Government Center will be \$824,610, which will be evenly split between the City of Bloomington and Mclean County.

McLEAN COUNTY

Fiscal Year 2010 Recommended Budget

Fund:	Fairview Bldg 360	FY 2008 BUDGET	FY 2009 BUDGET	RECOMMENDED FY 2010 BUDGET	AMOUNT OF CHANGE	% CHANGE V. FY 2009
		\$ 79,797	\$ 80,229	\$ 88,294	\$ 8,065	10.05%
		\$ 13,913	\$ 14,196	\$ 14,003	\$ (193)	-1.36%
		\$ 3,513	\$ 3,662	\$ 3,945	\$ 283	7.73%
		\$ 4,130	\$ 4,130	\$ 4,813	\$ 683	16.54%
		\$ 55,241	\$ 55,241	\$ 62,533	\$ 7,292	13.20%
		\$ -	\$ -	\$ -	\$ -	
		\$ 3,000	\$ 3,000	\$ 3,000	\$ -	0.00%
TOTAL:		\$ 79,797	\$ 80,229	\$ 88,294	\$ 8,065	10.05%

Department: Facilities Management - Fairview Building

Pages: 260 -- 262

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2010 Recommended Budget

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

Highlights of the Recommended Budget:

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

The Building's three tenants (the Regional Office of Education, the GED Program, and the YWCA Senior Citizens' Service Center) share the total maintenance and operating expenses based on a the Lease Agreements approved by the County Board.

There is no change in the Personnel complement.

Materials and Supplies line item accounts increase by \$683.

Contractual Services line item accounts increase by \$135 due to increases in Garbage disposal Services and \$ 6,700 to bring the elevator up to current code requirements.

A portion of the lease payment (\$3,000) is set aside in a capital replacement fund for future capital expenditures at the Fairview Building (see line item account 500.0000 Budget Balance Account).