



**PROPERTY COMMITTEE AGENDA**  
Room 700, Law and Justice Center  
**Thursday, July 10, 2003**

**3:00 P.M.**

1. Roll Call.
2. Chairman's Approval of Minutes – June 5, 2003
3. Departmental Matters:
  - A. Jack Moody, Facilities Manager
    - 1) Items to be presented for Action:
      - a) Request Approval of a Three-Year Garbage and Recycling Bids and Contracts for County Facilities 1-20
      - b) Request Approval of a Master Natural Gas Contract for County Facilities 21-40
    - 2) Items to be presented for Information:
      - a) Update Report on the Law and Justice Center Electrical Vault Explosion and Fire
      - b) Update Report on Exterior Envelope Replacement at 200 West Front Street – Health Department
      - c) Update Report on Renovation and Restoration of Dome and Roof Areas at the McLean County Museum of History
      - d) Report on Government Center
      - e) Report on Restoration of WWI McBarnes Memorial Plaque
      - f) General Report
      - g) Other
  - B. William Wasson, Parks and Recreation
    - 1) Items to be presented for Information:
      - a) General Report 41
      - b) Other

C. John Zeunik, County Administrator

1) Items to be presented for Action:

- a) Request Approval of a Resolution declaring the McBarnes Memorial Building Surplus Property and providing for the Sale of the Building 42-43
- b) Request Approval of a Lease Agreement for 304 North Hershey Road, Bloomington, Illinois 44-61

2) Items to be presented for Information:

- a) General Report
- b) Other

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



**FACILITIES MANAGEMENT**

(309) 888-5192 FAX (309) 888-5209

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

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

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

A handwritten signature in black ink that reads "Jack E. Moody". The signature is written in a cursive style and is positioned over the printed name and title in the "From:" field.

**Date: July 2, 2003**

**Subj: Refuse and Recycling Bids for County Facilities for 2004 - 2006**

On May 16, 2000, the McLean County Board approved and awarded our current three (3) year contract agreements with area firms, for the years 2000 to 2003, for the refuse and recycling collection services for McLean County facilities. Those contracts expire on December 31, 2003. A copy of those fee structures are attached for your review.

We solicited proposals for our refuse and recycling collection services for McLean County facilities for the years 2004 - 2006 and published a legal notice for same in the recognized periodical of general distribution (Pantagraph) as required by law.

On July 1, 2003, at 2:00 p.m. in Room 703 of the Law and Justice Center, as advertised, we conducted a public bid opening for all proposals received. A copy of all bids received are attached for your review.

Attached, is a report entitled "Bid Tabulation Sheet" which lists the proposals we received from three (3) area firms. The bid packet contained 14 separate proposals whereby interested bidders could bid on any or all of the proposals for our refuse and recycling service needs for the years 2004-2006. The bids represented on the enclosed report reflect the fee proposals for the entire three (3) period, in accordance with bid specifications.

Also, attached please find a report entitled "Refuse and Recycling Collection Services for McLean County Facilities: 2004-2006" which lists each low bidder by building, the bid amount for the three-year period, the annual cost, and the monthly cost

Also, attached please find the contracts for these firms for our 2004-2006 needs.

**Refuse and Recycling Collection Bids for County Facilities for 2004-2006**  
**July 2, 2003**  
**Page two**

We have submitted a complete copy of this packet including all proposed contracts to Mr. Eric T. Ruud, First Assistant States Attorney, for his review.

Staff, therefore, requests and recommends the attached bid proposals and new contracts for the refuse and recycling collection services for the years 2004-2006 be approved by the Property Committee and that this matter appear as an action agenda item at the July County Board meeting.

I am prepared to answer any questions at your convenience.

Thank you for your kind consideration of this matter.

JEM: enclosures

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

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Three Year Contracts for Refuse and Recycle for January 2001 to December 2003:

<u>Bid #</u>	<u>Building:</u>	<u>Type of Service:</u>	<u>Firm:</u>	<u>Monthly Fee:</u>
1A	LJC	Refuse & Cardboard	American Disposal	\$250.00
1B	LJC	Office Paper Recycle	Weyerhaeuser	50.00
2	Nursing Home	Refuse & Cardboard	American Disposal	270 + 30 = \$300.00
3	Highway	Refuse & Cardboard	American Disposal	51.00
4	COMLARA	Refuse & Cardboard	American Disposal	140.00
5A	Animal	Refuse & Cardboard	American Disposal	42.00
5B	Animal	Carcasses (as needed)	American Disposal	3.00 each
6A	JDC	Refuse & Cardboard	American Disposal	95.00
6B	JDC	Office Paper Recycle	Weyerhaeuser	25.00
7	McBarnes	Refuse & Cardboard	American Disposal	65.00
8A	200 W. Front	Refuse & Cardboard	American Disposal	135.00
8B	200 W. Front	Office Paper Recycle	Weyerhaeuser	30.00
9A	MetCom	Refuse & Cardboard	American Disposal	22.00
9B	MetCom	Office Paper Recycle	Weyerhaeuser	25.00

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**Bid Tabulation Sheets: Refuse and Recycle Bid Opening July 1, 2003**  
**For January 2004 to December 2006:**

**Three Year Pricing:**

<u>Bid #</u>	<u>Area</u>	<u>American</u>	<u>Midwest</u>
<u>Building:</u>	<u>Type of Service:</u>	<u>Disposal:</u>	<u>Fiber:</u>
1A LJC	Refuse & Cardboard	<u>12,623.75</u>	<u>13,506.00</u>
1B LJC	Office Paper Recycle	<u>No Bid</u>	<u>No Bid</u>
2 Nursing Home	Refuse & Cardboard	<u>15,620.49</u>	<u>14,730.00</u>
3 Highway	Refuse & Cardboard	<u>3,300.00</u>	<u>1,842.00</u>
4 COMLARA	Refuse & Cardboard	<u>8,669.38</u>	<u>5,724.00</u>
5A Animal	Refuse & Cardboard	<u>1,902.00</u>	<u>1,710.00</u>
5B Animal	Carcasses (as needed)	<u>No Bid</u>	<u>5.00 each</u>
6A JDC	Refuse & Cardboard	<u>4,860.00</u>	<u>4,770.00</u>
6B JDC	Office Paper Recycle	<u>No Bid</u>	<u>No Bid</u>
7 McBarnes	Refuse & Cardboard	<u>3,600.00</u>	<u>3,420.00</u>
8A 200 W. Front	Refuse & Cardboard	<u>6,120.00</u>	<u>6,756.00</u>
8B 200 W. Front	Office Paper Recycle	<u>No Bid</u>	<u>No Bid</u>
9A MetCom	Refuse & Cardboard	<u>2,520.00</u>	<u>864.00</u>
9B MetCom	Office Paper Recycle	<u>No Bid</u>	<u>No Bid</u>

**Refuse and Recycling Collection Services for McLean County Facilities: 2004-2006**

<u>Facility:</u>	<u>Service:</u>	2004-2006	Three-Year	Annual	2004-2006
		<u>Vendor:</u>	<u>Contract Price:</u>	<u>Cost:</u>	<u>Monthly Cost:</u>
LJC	Recycling	Midwest Fiber	\$1,800.00	\$600.00	\$50.00
LJC	Refuse/Cardboard	Area Disposal	12,623.75	4,207.92	350.66
Nurs Home	Refuse/Cardboard	American Disp.	14,730.00	4,910.00	409.17
Highway	Refuse/Cardboard	American Disp.	1,842.00	614.00	51.17
COMLARA	Refuse/Cardboard	American Disp.	5,724.00	1,908.00	159.00
Animal Con.	Refuse/Cardboard	American Disp.	1,710.00	570.00	47.50
Animal Con.	Carcasses (as needed)	American Disp.	5.00 each		
JDC	Refuse/Cardboard	American Disp.	4,770.00	1,566.67	130.56
JDC	Recycling	Midwest Fiber	900.00	300.00	25.00
McBarnes	Refuse/Cardboard	American Disp.	3,420.00	1,140.00	95.00
200 W. Front	Refuse/Cardboard	Area Disposal	6,120.00	2,040.00	170.00
200 W. Front	Recycling	Midwest Fiber	1,080.00	360.00	30.00
MetCom	Refuse/Cardboard	American Disp.	864.00	288.00	24.00
MetCom	Recycling	Midwest Fiber	900.00	300.00	25.00

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JUL 01 2003

Facilities Mgt. Div.

Bid Tabulation Sheets: Refuse and Recycle  
January 2004 to December 2006:

Firm: Midwest Fiber Inc

<u>Bid #</u>	<u>Building:</u>	<u>Type of Service:</u>	<u>3-Year Pricing:</u>
1A	LJC	Refuse & Cardboard	---
1B	LJC	Office Paper Recycle	<u>1800.00</u>
2	Nursing Home	Refuse & Cardboard example: 270 + 30 = \$300.00	---
3	Highway	Refuse & Cardboard	---
4	COMLARA	Refuse & Cardboard	---
5A	Animal	Refuse & Cardboard	---
5B	Animal	Carcasses (as needed)	--- each
6A	JDC	Refuse & Cardboard	---
6B	JDC	Office Paper Recycle	<u>900.00</u>
7	McBarnes	Refuse & Cardboard	<u>.00</u>
8A	200 W. Front	Refuse & Cardboard	<u>.00</u>
8B	200 W. Front	Office Paper Recycle	<u>1080.00</u>
9A	MetCom	Refuse & Cardboard	---
9B	MetCom	Office Paper Recycle	<u>900.00</u>

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*Appreciated*  
*Jack Massey*

*Connie Johnson*



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JUL 01 2003

Facilities Mgt. Div.

Bid Tabulation Sheets: Refuse and Recycle  
January 2004 to December 2006:

Firm: Area Disposal

<u>Bid #</u>	<u>Building:</u>	<u>Type of Service:</u>	<u>3-Year Pricing:</u>
1A	LJC	Refuse & Cardboard	<u>12,623.75</u>
1B	LJC	Office Paper Recycle	<u>—</u>
2	Nursing Home example: 270 + 30 = \$300.00	Refuse & Cardboard	<u>15,620.49</u>
3	Highway	Refuse & Cardboard	<u>3300.00</u>
4	COMLARA	Refuse & Cardboard	<u>8667.38</u>
5A	Animal	Refuse & Cardboard	<u>1902.00</u>
5B	Animal	Carcasses (as needed)	<u>— each</u>
6A	JDC	Refuse & Cardboard	<u>4860.00</u>
6B	JDC	Office Paper Recycle	<u>—</u>
7	McBarnes	Refuse & Cardboard	<u>3600.00</u>
8A	200 W. Front	Refuse & Cardboard	<u>6,120.00</u>
8B	200 W. Front	Office Paper Recycle	<u>—</u>
9A	MetCom	Refuse & Cardboard	<u>2520.00</u>
9B	MetCom	Office Paper Recycle	<u>—</u>

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official  
Jack Huddy  
Connie Johnson

Bid Tabulation Sheets: Refuse and Recycle  
January 2004 to December 2006:

**RECEIVED**

JUL 01 2003

Facilities Mgt. Div.

Firm: American Disposal

<u>Bid #</u>	<u>Building:</u>	<u>Type of Service:</u>	<u>3-Year Pricing:</u>
1A	LJC	Refuse & Cardboard	<u>13,506.00</u>
1B	LJC	Office Paper Recycle	<u>—</u>
2	Nursing Home example: 270 + 30 = \$300.00	Refuse & Cardboard	<u>14,730.00</u>
3	Highway	Refuse & Cardboard	<u>1842.00</u>
4	COMLARA	Refuse & Cardboard	<u>5,724.00</u>
5A	Animal	Refuse & Cardboard	<u>1710.00</u>
5B	Animal	Carcasses (as needed)	<u>5.00 each</u>
6A	JDC	Refuse & Cardboard	<u>4,770.00</u>
6B	JDC	Office Paper Recycle	<u>—</u>
7	McBarnes	Refuse & Cardboard	<u>3,420.00</u>
8A	200 W. Front	Refuse & Cardboard	<u>6,756.00</u>
8B	200 W. Front	Office Paper Recycle	<u>—</u>
9A	MetCom	Refuse & Cardboard	<u>864.00</u>
9B	MetCom	Office Paper Recycle	<u>—</u>

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*officiated*

*Jack Mosley*

*Connie Johnson*

## **CONTRACT FOR RECYCLING COLLECTION AND CARTS SERVICE**

This CONTRACT entered into this 22nd day of July, 2003, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY) and MIDWEST FIBER, Inc. (hereinafter MIDWEST FIBER), 422 White Oak Road, Normal, Illinois, 61761, pursuant to the following terms and conditions.

1. MIDWEST FIBER is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect MIDWEST FIBER'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. MIDWEST FIBER is obligated to furnish at its own expense, all the necessary labor, tools, supplies, and materials.

2. MIDWEST FIBER shall 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, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to for any person, including 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 the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

MIDWEST FIBER shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of MIDWEST FIBER'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of MIDWEST FIBER or any subcontractor for any payments under any worker's compensation insurance carried on behalf of MIDWEST FIBER or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by MIDWEST FIBER or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of MIDWEST FIBER during the period of such use by COUNTY or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of MIDWEST FIBER.

**Page two**

3. MIDWEST FIBER shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.

4. The term of this contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2004, and terminating at 12:59 p.m. on December 31, 2006.

5. MIDWEST FIBER shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:

- {a} Comprehensive General Liability Insurance including Contractual Liability (which insures MIDWEST FIBER'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
- {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
- {c} Worker's Compensation Insurance in accordance with Illinois law.
- {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

MIDWEST FIBER shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to MIDWEST FIBER". In addition, said certificates shall list "the County of McLean, and its officers, agents and employees as additional insured on all required insurance policies".

6. MIDWEST FIBER shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

8. MIDWEST FIBER shall:

- {a} Perform duties of recycling collection services and provide recycling carts at the following COUNTY facilities, as specified in the attached original bid specifications, ("Exhibit A - Bid Specifications"), and MIDWEST FIBER'S bid proposal(s), from January 1, 2004 through December 31, 2006, for the following total fees to be paid in 36 equal installments (1/36 of each total fee) to be paid on a monthly basis to MIDWEST FIBER by COUNTY.

<u>County Facility:</u>	<u>Total Fee for Three (3) Years:</u>
Law and Justice Center	\$1,800.00 (Bidder's Proposal 1B)
Juvenile Detention Center	\$900.00 (Bidder's Proposal 6B)
200 W. Front Street Building	\$1,080.00 (Bidder's Proposal 8B)
MetCom Building	\$900.00 (Bidder's Proposal 9B)

- 9. MIDWEST FIBER warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and MIDWEST FIBER shall promptly repair or replace any items (including recycle carts) which are defective during the term of this Contract.
- 10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.
- 11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.
- 12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.
- 13. This Contract may not be assigned or subcontracted by MIDWEST FIBER to any person or entity without the express written consent of COUNTY.
- 14. COUNTY shall have the option to renew the Contract for another three (3) years. If COUNTY exercises this option, it will so advise MIDWEST FIBER at least ninety (90) days prior to the expiration of the Contract. Any change in the Contract terms may be negotiated thereafter.
- 15. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

**Page four**

16. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

17. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. COUNTY shall not be liable to MIDWEST FIBER for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted and approved by COUNTY in a writing approved by and signed by a person with lawful authority by COUNTY to execute such writing.

18. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

Director, Facilities Management  
McLean County  
104 W. Front Street  
Bloomington, Illinois 61702-2400  
Phone: (309) 888-5192

19. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 22nd day of July, 2003.

**Approved:**

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

**Attest:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board

**Approved:**

\_\_\_\_\_  
Authorized Representative  
MIDWEST FIBER Company

**Attest:**

\_\_\_\_\_  
Secretary of MIDWEST FIBER Company

## **CONTRACT FOR REFUSE COLLECTION SERVICES**

This CONTRACT entered into this 22nd day of July, 2003, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY) and American Disposal Services of Bloomington Normal (hereinafter AMERICAN), 2112 W. Washington Street, Bloomington, Illinois, 61704, pursuant to the following terms and conditions.

1. AMERICAN is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect AMERICAN'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. AMERICAN is obligated to furnish at its own expense, all the necessary labor, tools, supplies, and materials.

2. AMERICAN shall 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, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to for any person, including 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 the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

AMERICAN shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of AMERICAN'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of AMERICAN or any subcontractor for any payments under any worker's compensation insurance carried on behalf of AMERICAN or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by AMERICAN or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of AMERICAN during the period of such use by COUNTY or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of AMERICAN.

**Page two**

3. AMERICAN shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.

4. The initial term of this contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2004, and terminating at 12:59 p.m. on December 31, 2006.

5. AMERICAN shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:

{a} Comprehensive General Liability Insurance including Contractual Liability (which insures AMERICAN'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.

{b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.

{c} Worker's Compensation Insurance in accordance with Illinois law.

{d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

AMERICAN shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to AMERICAN". In addition, said certificates shall list "the County of McLean, and its officers, agents and employees as additional insured on all required insurance policies".

6. AMERICAN shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.



8. AMERICAN shall perform duties of refuse collection services at the following COUNTY facilities, as specified in the attached original bid specifications, ("Exhibit A - Bid Specifications"), and AMERICAN'S bid proposal(s), from January 1, 2004, through December 31, 2006, for the following total fees to be paid in 36 equal installments (1/36 of each total fee) to be paid on a monthly basis to AMERICAN by COUNTY.

<u>County Facility:</u>	<u>Total Fee for Three (3) Years:</u>
McLean County nursing Home	\$14,730.00 (Bidder's Proposal 2)
McLean County Highway	\$1,842.00 (Bidder's Proposal 3)
COMLARA Parks & Rec.	\$5,724.00 (Bidder's Proposal 4)
Animal Control	\$1,710.00 (Bidder's Proposal 5A)
Animal Control (As needed)	\$5.00 each (Bidder's Proposal 5B)
Juvenile Detention Center	\$4,770.00 (Bidder's Proposal 6A)
McBarnes Memorial Building	\$3,420.00 (Bidder's Proposal 7)
MetCom	\$864.00 (Bidder's Proposal 9A)

9. AMERICAN warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and AMERICAN shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by AMERICAN to any person or entity without the express written consent of COUNTY.

14. COUNTY shall have the option to renew the Contract for another three (3) years. If COUNTY exercises this option, it will so advise AMERICAN at least ninety (90) days prior to the expiration of the Contract. Any change in the Contract terms may be negotiated thereafter.

15. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

**Page four**

16. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

17. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. COUNTY shall not be liable to AMERICAN for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted and approved by COUNTY in a writing approved by and signed by a person with lawful authority by COUNTY to execute such writing.

18. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

Director, Facilities Management  
McLean County  
104 W. Front Street  
Bloomington, Illinois 61702-2400  
Phone: (309) 888-5192

19. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 22nd day of July, 2003.

**Approved:**

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

**Attest:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board

**Approved:**

\_\_\_\_\_  
Authorized Representative  
American Disposal Services

**Attest:**

\_\_\_\_\_  
Secretary of American Disposal Services

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## **CONTRACT FOR REFUSE COLLECTION SERVICES**

This CONTRACT entered into this 22nd day of July, 2003, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY) and Area Disposal Services, RR #2, Box 2166, Clinton, Illinois 61727 (hereinafter AREA ), pursuant to the following terms and conditions.

1. AREA is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect AREA 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. AREA is obligated to furnish at its own expense, all the necessary labor, tools, supplies, and materials.

2. AREA shall 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, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to for any person, including 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 the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

AREA shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of AREA 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of AREA or any subcontractor for any payments under any worker's compensation insurance carried on behalf of AREA or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by AREA or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of AREA during the period of such use by COUNTY or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of AREA .

**Page two**

3. AREA shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.

4. The initial term of this contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2004, and terminating at 12:59 p.m. on December 31, 2006.

5. AREA shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:

- {a} Comprehensive General Liability Insurance including Contractual Liability (which insures AREA 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
- {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
- {c} Worker's Compensation Insurance in accordance with Illinois law.
- {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

AREA shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to AREA ". In addition, said certificates shall list "the County of McLean, and its officers, agents and employees as additional insured on all required insurance policies".

6. AREA shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

**Page three**

8. AREA shall perform duties of refuse collection services at the following COUNTY facilities, as specified in the attached original bid specifications, ("Exhibit A - Bid Specifications"), and AREA 'S bid proposal(s), from January 1, 2004, through December 31, 2006, for the following total fees to be paid in 36 equal installments (1/36 of each total fee) to be paid on a monthly basis to AREA by COUNTY.

<u>County Facility:</u>	<u>Total Fee for Three (3) Years:</u>
Law and Justice Center	\$12,623.75 (Bidder's Proposal 1A)
200 W. Front Street	\$6,120.00 (Bidder's Proposal 8A)

9. AREA warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and AREA shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by AREA to any person or entity without the express written consent of COUNTY.

14. COUNTY shall have the option to renew the Contract for another three (3) years. If COUNTY exercises this option, it will so advise AREA at least ninety (90) days prior to the expiration of the Contract. Any change in the Contract terms may be negotiated thereafter.

15. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

16. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

17. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. COUNTY shall not be liable to AREA for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted and approved by COUNTY in a writing approved by and signed by a

**Page four**

person with lawful authority by COUNTY to execute such writing.

18. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

Director, Facilities Management  
McLean County  
104 W. Front Street  
Bloomington, Illinois 61702-2400  
Phone: (309) 888-5192

19. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 22nd day of July, 2003.

**Approved:**

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

**Attest:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board

**Approved:**

\_\_\_\_\_  
Authorized Representative  
AREA Disposal Services

**Attest:**

\_\_\_\_\_  
Secretary of AREA Disposal Services

Area Disp Cont 04.Doc



## Facilities Management

104 W. Front Street, P.O. Box 2400  
Bloomington, Illinois 61702-2400  
(309) 888-5192 voice  
(309) 888-5209 FAX [jack@McLean.gov](mailto:jack@McLean.gov)

---

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

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

Date: July 10, 2003

Subj: Natural Gas Contract

On April 17, 2001, McLean County entered into a two-year, fixed price, natural gas contract with NICOR Energy which expired on May 31, 2003, for eight County owned and operated facilities, under a Rate 74 contract for a fixed rate of \$0.578 cents per therm. These facilities include:

McLean County Law and Justice Center	McLean County Health Department
McLean County Museum of History	McBarnes Building
Fairview Building	McLean County Nursing Home
McLean County Juvenile Detention Center	McLean County Highway Department.

On May 31, 2001, McLean County entered into a similar two-year natural gas contract which expired on June 30, 2003, for Government Center at \$0.4595 cents per therm, under the nominations for this facility, using Rate 74.

On April 1, 2003, prior to the expiration of both contracts, NICOR Energy was purchased by ACCENT Energy effective on April 1, 2003.

In 2002, our gas purchases for these nine buildings totaled \$323,402.85, under the two NICOR Energy Rate 74 contracts. These facilities total 696,110 s.f., so the calculated cost per s.f. for natural gas was \$0.46. This is consistent with the industry average for government sector facilities located in the midwest for gas purchases in 2002. We are projecting the need for 500,000 terms a year with the opening of Government Center in 2004.

## **Natural Gas Contract**

**July 10, 2003**

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NICOR Gas owns and operates the natural gas pipelines which "transports" natural gas to customers, while NICOR Energy "supplied" the natural gas as our natural gas supplier during 2002 and for several years. Distribution charges are incurred each month from NICOR Gas while gas supply charges are incurred each month from NICOR Energy. ACCENT Energy now owns NICOR Energy.

A customer can buy gas from NICOR Gas, however the cost per therm would be the highest price available because the cost per therm would be the cost of gas at the Citygate in Chicago. Therefore, it behooves any commercial gas customer to buy gas from another source, ie. a natural gas supplier. Under our Rate 74 plan with NICOR Energy, all nine gas meters are read electronically by the gas supplier via a modem and phone line.

We contacted the four (4) gas supplier companies who do business in Central Illinois and are permitted to sell gas in this area and invited them to submit their best proposals. I shall explain each proposal in detail.

### **ACCENT Energy:**

ACCENT Energy, under a Rate 74 plan, is proposing to sell us gas at "\$0.035 cents per therm above the published bidweek average as determined for the particular month of delivery by NGI for gas deliveries to the Chicago Citygate, adjusted for utility charges that may include but are not limited to, unaccounted for gas and pooling fees, as applicable, plus a monthly service fee of \$200.00 and any applicable taxes".

Additionally, ACCENT Energy states that "in the event that the County's monthly allocated gas receipts exceed the monthly forecasted quantities (nominations), those additional therms will be sold to the County at a price equal to \$0.0354 per therm above the straight average of the daily Midpoint as published by *Gas Daily* in its "Daily Price Survey" (the spot gas market) as reported for Chicago Citygates. In the event the County's monthly allocated gas receipts are less than forecasted quantities, you will receive a credit for those therms not used equal to \$0.01 per therm below the straight average of the daily midpoint as published by *Gas Daily* in its "Daily Price Survey" as reported for Chicago Citygates". The NGI stands for "Natural Gas Intelligence" or the average of the first three of the final five trading days of a given month for the next month's rate.

### **CORN BELT:**

This is a Rider 25 proposal. Our meters are not read electronically. They will be read by NICOR Gas every other month. CORN BELT proposes "a price per therm is a variable rate based on the weighted average price (WAP) at the Chicago Citygate. The per therm price also includes storage and balancing charges, programs fees, applicable taxes and fees, if any, and a margin of \$0.029 cents per therm for all accounts. If market conditions are ever favorable in the future for CORN BELT, they state they may offer the



## **Natural Gas Contract**

**July 10, 2003**

**Page three**

opportunity to convert to a fixed price." They charge no monthly service fee because this is not a Rate 74 plan. (No electronic metering.)

### **ProLiance:**

ProLiance, located in Chicago, Illinois, proposes an "NGI monthly index plus \$0.007 cents per therm with the right to trigger fixed price/volume at anytime during the term of the agreement". The ProLiance proposal offers more risk due to the exposure to penalties for storage management. They offer a one or two year agreement. This is a Rate 74 plan.

### **VANGUARD:**

Vanguard proposes "a variable rate equal to \$0.01 per therm above the actual weighted average cost of gas (WACOG)" and a service fee of \$80.00 per month. Referring to the Vanguard "Cost Comparison Spreadsheet" enclosed, and for the projected 500,000 therms and under this pricing, the cost of natural gas will cost \$244,632.00, or \$14,324 less than straight NGI pricing, under this Rate 74 plan.

### **Summary:**

The days of "inexpensive natural gas" may be gone. The cost of natural gas this week on the NYMEX has been hovering around \$0.60 cents per therm and is rising. Projected gas costs are expected to settle in at the mid \$0.60's over the next 24 months. No one can sell gas for less than that under any plan. Gas storage is depleted and being built back up, but we are not there yet. Fixed pricing is no longer perfectly reasonable because of the dips in gas prices over the winter, which cannot be counted on or even forecasted and make a fixed price gas contract not as attractive. We experienced this kind of price vs. market cost this past year when gas prices went to the \$0.30's and we were paying almost \$0.60 cents per therm under our fixed rate contract.

For your further information, enclosed is a copy of a June 2, 2003, article on future projected natural gas supplies and costs, which includes comments by Chairman Alan Greenspan of the Federal Reserve.

In order to provide an objective "side by side" comparison of the four proposals, please see Attachments 1 and 2 enclosed herein.

Attachment 1 compares our actual gas usage history for 2002 under all four proposals. Using the quoted price under each proposal and factoring our actual 2002 gas used for our facilities, Vanguard would have been the lowest cost at \$158,655.18 for the gas supplied with an annual service fee of \$960.00 and adding the distribution charges associated with that gas at \$37,104.73, using actual therms of 489,307 our final cost would have been \$196,719.91. Please see Attachment 2 for the side by side comparison which summarizes all the cost information on Attachment 1.

**Natural Gas Contract**

**July 10, 2003**

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Because our natural gas contracts are expiring and we need to get protected for pricing for the upcoming winter so we will not end up paying NGI pricing for gas, and because we have examined proposals from four natural gas suppliers in depth, we therefore request and recommend Vanguard Energy Services at the pricing proposed.

We will be able to budget for FY 2004 for natural gas more accurately than with the other proposals and save more money with Vanguard.

Mr. Joe Cooper of Vanguard Energy is here this evening to answer any questions you may have regarding their proposal.

Thank you for your kind consideration of this matter.

JEM:

Enclosures

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

# Attachment 1

Provider Index	McLean County Historical Usage	NGI Historical Price	Market Index Historical Price	ProLiance \$	Corn Belt \$	Accent \$	Vanguard \$	Usage x (Market Index+01)
Jan-02	75,216	\$ 0.2690	\$ 0.2665	\$ 0.2760	\$ 0.2980	\$ 0.3040	\$ 0.2765	\$ 20,797.22
Feb-02	61,654	\$ 0.2040	\$ 0.2040	\$ 0.2110	\$ 0.2330	\$ 0.2390	\$ 0.2140	\$ 13,193.96
Mar-02	62,031	\$ 0.2410	\$ 0.2410	\$ 0.2480	\$ 0.2700	\$ 0.2760	\$ 0.2510	\$ 15,569.78
Apr-02	39,336	\$ 0.3420	\$ 0.3420	\$ 0.3490	\$ 0.3710	\$ 0.3770	\$ 0.3520	\$ 13,846.27
May-02	30,581	\$ 0.3420	\$ 0.3340	\$ 0.3490	\$ 0.3710	\$ 0.3770	\$ 0.3440	\$ 10,520.17
Jun-02	12,556	\$ 0.3370	\$ 0.3120	\$ 0.3440	\$ 0.3660	\$ 0.3720	\$ 0.3220	\$ 4,042.53
Jul-02	12,610	\$ 0.3270	\$ 0.2808	\$ 0.3340	\$ 0.3560	\$ 0.3620	\$ 0.2908	\$ 3,667.11
Aug-02	15,308	\$ 0.2900	\$ 0.2553	\$ 0.2970	\$ 0.3190	\$ 0.3250	\$ 0.2653	\$ 4,061.21
Sep-02	17,911	\$ 0.3200	\$ 0.3050	\$ 0.3270	\$ 0.3490	\$ 0.3550	\$ 0.3150	\$ 5,641.25
Oct-02	38,288	\$ 0.3670	\$ 0.3270	\$ 0.3740	\$ 0.3960	\$ 0.4020	\$ 0.3370	\$ 12,903.06
Nov-02	56,373	\$ 0.4360	\$ 0.4360	\$ 0.4430	\$ 0.4650	\$ 0.4710	\$ 0.4460	\$ 25,142.36
Dec-02	67,443	\$ 0.4240	\$ 0.4240	\$ 0.4310	\$ 0.4530	\$ 0.4590	\$ 0.4340	\$ 29,270.26
Commodity	489,307			\$ 160,848.59	\$ 171,613.36	\$ 174,549.20		\$ 158,655.18

## Distribution Cost Breakdown per Building

Provider	Rate	ProLiance Rider 25	Corn Belt Select	Accent Rate 74	Vanguard Rate 74
Linview Bldg	\$ 2,450.91	\$ 2,040.45	\$ 2,210.05	\$ 2,210.05	\$ 2,210.05
County Nursing	\$ 9,286.59	\$ 8,829.63	\$ 6,716.58	\$ 6,716.58	\$ 6,716.58
Retention Center	\$ 3,534.26	\$ 3,130.00	\$ 3,003.71	\$ 3,003.71	\$ 3,003.71
Justice Center	\$ 14,457.41	\$ 14,551.17	\$ 9,847.29	\$ 9,847.29	\$ 9,847.29
County Courthouse	\$ 3,581.25	\$ 3,147.75	\$ 3,020.54	\$ 3,020.54	\$ 3,020.54
East Front Bldg	\$ 3,771.79	\$ 3,414.85	\$ 3,189.04	\$ 3,189.04	\$ 3,189.04
Highway Dept.	\$ 2,049.97	\$ 1,650.45	\$ 1,914.02	\$ 1,914.02	\$ 1,914.02
Barnes Bldg	\$ 2,858.73	\$ 2,487.46	\$ 2,514.37	\$ 2,514.37	\$ 2,514.37
Government Center	\$ 6,505.77	\$ 4,836.96	\$ 4,689.13	\$ 4,689.13	\$ 4,689.13
<b>Total 2002</b>					
<b>Distribution Costs</b>	\$ 48,496.68	\$ 44,088.72	\$ 37,104.73	\$ 37,104.73	\$ 37,104.73

## Attachment 2

### McLean County Natural Gas Budget Per Proposal

	Provider Annual Consumption 2002 (Therms) Index	ProLiance	Com Belt	Accent	Vanguard
	Cost Per Therm over the Index	489,307 NGI	489,307 NGI	489,307 NGI	489,307 Market Index
	Historical Annual Dollar Cost	0.007	0.029	0.035	0.010
A (Attachment 1)	(Attachment 1)	\$ 160,848.59	\$ 171,613.35	\$ 174,549.19	\$ 158,655.18
B	Monthly Service Fee	\$ -	\$ -	\$ 200.00	\$ 80.00
C (B x 12)	Annual Service Fee Cost Total	\$ -	\$ -	\$ 2,400.00	\$ 960.00
D (A + C)	Commodity Costs	\$ 160,848.59	\$ 171,613.35	\$ 176,949.19	\$ 159,615.18
E (Attachment 2)	Nicor Gas Distribution Rate Estimated Distribution Costs	Rider 25	Customer Select	Rate 74	Rate 74
		\$ 48,496.68	\$ 44,088.72	\$ 37,104.73	\$ 37,104.73
D + E	Total Natural Gas Costs (Estimate)	\$ 209,345.27	\$ 215,702.07	\$ 214,053.92	\$ 196,719.91

6-2-03

## Tight natural gas supplies worrisome

ASSOCIATED PRESS

NEW YORK — Although natural gas is primarily a winter fuel, the industry is getting an unusually high level of attention as summer rolls around because supplies are tight and prices are soaring.

This is traditionally the period when demand tapers off and the industry is able to replenish inventories with cheap fuel. But this year, industry and government officials are worrying that supplies might still be inadequate by the time the next home-heating season begins.

At the very least, the fuel being injected into underground storage facilities these days is unseasonably expensive, a cost utilities are likely to pass along to homeowners, industry officials said.

As with most issues confronting the energy business, this one intersects with environmental policy. Natural gas executives have for years complained that their ability to meet the nation's demand is impaired by regulatory red tape and a lack of access to federal lands, especially in the Rockies. Under the circumstances, industry officials believe that argument will now carry more weight in Congress.

The rumblings about the root causes of the current shortfall — dwindling domestic production coupled with a cold winter in natural-gas consuming regions of the country — reached a wider audience when Federal Reserve Chairman Alan Greenspan raised them before Congress.

Greenspan described the difficulty the natural gas industry is having as a "very serious problem" that could have negative consequences for the rest of the U.S. economy, particularly the manufacturing sector, which relies on natural gas to generate power.

"Working gas in storage is presently at extremely low levels," Greenspan testified, "and the normal seasonal rebuilding of these inventories seems to be behind the schedule ..."

In fact, the industry has pursued an intentionally cautious approach ever since the summer of 2001, when record-high prices prompted a flurry of drilling that resulted in a supply glut as the economy sputtered. As prices plummeted below \$3 per 1,000 cubic feet, drilling activity dried up and chastened executives vowed to be more circumspect.

Sure enough, the surplus disappeared and supplies tightened. Other factors contributing to the rising price of natural gas have been increased exports to Mexico and a decline in Canadian production — the first time that has happened in nearly two decades.

Futures prices are now hovering above \$6 per 1,000 cubic feet and natural gas drilling activity is on the rise again, but it takes anywhere from 6 to 9 months for such activity to show up in storage levels.

There is plenty of time to reach the November inventory target of 3 trillion cubic feet, said William Trapman, a natural gas analyst at the Energy Information Administration.



**RECEIVED**

MAY 14 2003

**Facilities Mgt. Div.**

Accent Energy  
5935 Wilcox Place  
Suite A  
Dublin OH 43016  
614 792 8800  
614 792 9812  
accentenergy.com

ext. 14

May 13, 2003 - **Via Fax**

Mr. Jack Moody  
McLean County  
104 W. Front Street  
Bloomington, IL 61702-2400

Jack:

As a follow-up to our phone conversation yesterday, Accent Energy will continue supplying natural gas to McLean County effective June 1, 2003 at the following rate.

McLean County's natural gas supplies will be priced at \$0.035 per therm above the published bidweek average as determined for the particular month of delivery by *Natural Gas Intelligence* for gas deliveries made to the Chicago Citygate, adjusted for utility charges that may include but are not limited to unaccounted for gas and pooling fees, as applicable, plus a monthly service fee of \$200 and any applicable taxes.

In the event that the County's monthly allocated gas receipts exceed the monthly forecasted quantities, those additional therms will be sold to the County at a price equal to \$0.035 per therm above the straight average of the daily Midpoint as published by *Gas Daily* in its "Daily Price Survey" as reported for Chicago Citygates. In the event the County's monthly allocated gas receipts are less than forecasted quantities, you will receive a credit for those therms not used equal to \$0.01 per therm below the straight average of the daily Midpoint as published by *Gas Daily* in its "Daily Price Survey" as reported for Chicago Citygates.

Charges will be billed to the County monthly based on the actual natural gas usage for the County's facilities during the applicable month, or usage may be estimated and reconciled in the County's invoice with actual usage data in subsequent months. The County will pay all amounts by the due date indicated and in the manner directed on the invoice.

The term of this agreement will extend for a 30-day period from the effective date above and renew monthly. Accent Energy or McLean County may cancel this agreement at any time upon providing fifteen (15) days written notice to the other party provided the utility acknowledges and confirms the actual service termination date between the parties.

Please countersign this letter to acknowledge and accept on behalf of McLean County.

You may contact me toll free at 866.423.6749 ext. 14 to discuss this letter in more detail.

Sincerely,

McLean County

Tony Barnhart  
Accent Energy Illinois LLC


By: \_\_\_\_\_

Title: \_\_\_\_\_

**If you are a Nicor Gas customer, why should you choose Corn Belt Energy to supply your natural gas?**



- You know who we are.** Located in Bloomington, Illinois, our energy cooperative has been serving members for more than 65 years. The people of Corn Belt Energy dedicate time, talent and professional skills in many of the communities where you live and work. We've actively participated in the Nicor Gas Customer Select Program for the past 5 years and have earned the reputation of being people you can trust.
- As a cooperative, we're owned and governed by the members we serve, so **you have a voice** in the decisions we make.
- We tell it all – **no hidden fees.** Unlike some companies, we don't charge a monthly customer charge or additional fees for paying by credit/debit card, check by phone or online billing.
- You can **talk to a real person** by phone, in our office or email us at [cbec@cornbeltenergy.com](mailto:cbec@cornbeltenergy.com).
- We're a Touchstone Energy Cooperative, which is an alliance of more than 600 cooperatives in 40 states. We subscribe to four key Touchstone Energy principles of business: **accountability, integrity, innovation and commitment to community.**

A Touchstone Energy<sup>SM</sup> Cooperative 

**How does natural gas choice work?**

Nicor maintains the gas facilities and reads your meter. Corn Belt Energy supplies the natural gas through Nicor's gas lines. We bill for the gas supply, and Nicor bills for delivery charges and taxes. If you are switching from another gas marketer, Nicor may charge a switching fee, which we will pass through onto your Corn Belt Energy bill.

**Price**

*2.9 / therm for all accs. DA 5.15.03*

Corn Belt Energy has no monthly service charge. The price per therm is a variable rate based on the weighted average price (WAP) at the Chicago City Gate. The per therm price also includes storage and balancing charges, program fees, applicable taxes or fees, if any, and a margin of 3.9 cents per therm\*. When market conditions are deemed favorable by the cooperative, we will give you the opportunity to convert to a fixed price. In 2002, we offered our customers the opportunity to pay a fixed therm price for the winter months. One-third of our customers chose to participate.

\* Our margin has remained the same for the past 3 years.

**How our per therm price compares to Nicor Gas during the recent heating months**

	Oct. 2002	Nov. 2002	Dec. 2002	Jan. 2003	Feb. 2003	Mar. 2003	Apr. 2003
Nicor Gas	41¢	49¢	49¢	54¢	55¢	83¢	67¢
Corn Belt Energy	41¢	43¢	45¢	50¢	59¢	81¢	64¢

**Length of Contract**

The length of the contract is 12 billings, with automatic renewal at the end of that term. Approximately 30 days prior to the end of the contract, we will notify you if there will be significant changes in terms or pricing for the following year. Otherwise, the terms and pricing of this contract will remain in effect.

**Billing & Payment Options**

*DA 5.15.03*      *NA - DA*      *NA DA*

- Actual Billing** is available for your actual gas usage for the billing period. This option is only available when you choose electronic funds transfer (EFT) from your bank or automatic credit card (ACC) payment. If you're selecting this option, complete the attached authorization form and return it with a voided check. You can switch from Budget Billing to actual billing anytime, provided your account is current, and you enroll in EFT or ACC payment.
- Budget Billing** – A flat monthly amount based on your average usage multiplied by 65 cents per therm. This option levels your monthly payments year round to eliminate higher gas bills during the winter months. On the 12<sup>th</sup> bill, your account is settled and the difference between charges for usage and collected payments is billed or refunded. The monthly amount could be adjusted if your usage or market conditions change significantly. You may also have Budget Billing in conjunction with EFT or ACC.

...and there are insufficient funds available from your bank

## **No additional charge to use these easy ways to pay!**

- ❖ Electronic Funds Transfer (EFT)
- ❖ Check or Visa/Master Card by phone
- ❖ Mail in your payment
- ❖ Automatic Credit Card (ACC)
- ❖ Check, debit or credit card online
- ❖ Pay in the office or drop box

### ***Deadline to sign up***

Corn Belt Energy must receive your completed application online or in the mail no later than **September 2, 2003**. This offer is limited and may be withdrawn at any time prior to September 2, 2003 without further notice.

### ***How do I sign up?***

Simply complete and return the attached sign-up form or register online. Indicate the person of record who appears on your Nicor Gas bill, as our information must match Nicor's records. Nicor and Corn Belt Energy must accept the customer for participation in this program. Signature on the sign-up form or completed web site contract authorizes Corn Belt Energy to obtain credit scoring through Equifax or other credit verification method and accept application based on that scoring.

### ***Once I sign up, when will I start receiving natural gas supplied by Corn Belt Energy?***

If you are switching from Nicor Gas, we'll begin supplying natural gas to you as of the first scheduled meter reading following processing by CBEC and Nicor, provided it is more than 14 calendar days from the date of enrollment. If you are switching from another marketer, Nicor may supply your natural gas for a brief period in the transition according to the enrollment date and scheduled meter reading date. Upon acceptance into the program, Corn Belt Energy will send written confirmation to verify your participation.

### ***Membership***

As a natural gas customer, you will become a member of the cooperative, with all the privileges and responsibilities of membership including compliance with the bylaws and policies of Corn Belt Energy. A copy of the bylaws will be sent to you upon your request. No member may hold more than one membership in the cooperative, and no membership in the cooperative shall be transferable except as provided in the bylaws. The membership is extended to the applicant at no cost and no obligation. No member is individually liable or responsible for any debts or liabilities of the cooperative.

### ***Moving***

If you move within Nicor's service territory, Corn Belt Energy will continue to supply your natural gas. Prior to the move, call Nicor and Corn Belt Energy so we can update your account information.

### ***Cancellation***

Corn Belt Energy will purchase natural gas on your behalf based on your historical usage. If you cancel before the end of the contract term, you may be charged a gas settlement fee, which is assessed on a case-by-case basis. This charge may be imposed to reimburse Corn Belt Energy for quantities of natural gas purchased in reliance on your contract should there be a significant difference between the gas price at the time of the purchase and at the time of termination.

### ***Termination by supplier***

If an account is delinquent 45 days after the billing due date, it will be returned to the utility, and Nicor Gas will become the default supplier.

Corn Belt Energy is not responsible for interruption of natural gas service due to any unforeseen event beyond our control, which would prevent us from performing obligations under this contract (force majeure).

### ***Contact Information:***

- Office hours are: Monday through Friday from 8:00 a.m. – 4:30 p.m.
- Sign up at our Web site: [www.cornbeltenergy.com](http://www.cornbeltenergy.com)
- Call Corn Belt Energy toll free: 1-866-806-3411 for billing questions regarding CBEC charges or moving
- Fax Application To: 309-663-4516
- Mail Application To: Corn Belt Energy Corp., Attention: Gas Dept., P.O. Box 816, Bloomington, IL 61702-0816
- Call Nicor Gas toll free: 1-888-642-6748 for gas emergencies, meter readings, billing, moving or service



**COMPLETION OF ALL FIELDS REQUIRED FOR PROCESSING**

Name (printed) \_\_\_\_\_ Company Name \_\_\_\_\_  
Service Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email Address (required for ebilling) \_\_\_\_\_  
Social Security/Federal Tax ID \_\_\_\_\_ CBEC Acct Number (if applicable) \_\_\_\_\_  
Nicor Account # \_\_\_\_\_ Nicor Meter # \_\_\_\_\_  
Your estimated annual therm use \_\_\_\_\_

- Choose One:**     Actual Billing with EFT/Auto Credit Card (Complete & return EFT/Auto Credit Card form)  
                   Budget Billing with EFT/Auto Credit Card (Complete & return EFT/Auto Credit Card form)  
                   Budget Billing all payment options

If you are already using this payment option for your CBEC account, additional payment authorization form is not required.

Signature (required) \_\_\_\_\_ Date \_\_\_\_\_ (2)

Clip and return for EFT => -----

**EFT Authorization Form**

I authorize Corn Belt Energy Corporation (CBECE) and the designated financial institution to begin automatic deductions for my energy bill. This authority remains effective until CBECE, my financial institution or I terminate this agreement in writing.

- Checking Acct.     Savings Acct.    CBEC Acct. #(Office Use Only) \_\_\_\_\_

Financial Institution \_\_\_\_\_ Bank Account No. \_\_\_\_\_

Bank Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Name (printed) \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Signature (required) \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE ATTACH VOIDED CHECK TO EFT AUTHORIZATION FORM**

Clip and return for Automatic Credit Card => -----

**Automatic Credit Card Authorization Form**

**Master Card    Visa    Card Number** \_\_\_\_\_

Name on the card (printed) \_\_\_\_\_ Exp. Date \_\_\_\_ / \_\_\_\_

Name on gas account(s) \_\_\_\_\_

CBEC Acct. # Office Use Only) \_\_\_\_\_

Signature (required) \_\_\_\_\_ Date \_\_\_\_\_

# ProLiance

## ENERGY

May 6, 2003

Jack Moody  
McLean County  
104 W. Front Street  
Bloomington, IL 61702-2400

Dear Jack:

ProLiance Energy (ProLiance) is pleased to submit the following proposal covering natural gas supply and related management services for the nine facilities of McLean County. As discussed in our meeting last week, I have kept this as simple as possible.

**TERM:** One or two years with no evergreen clause

**PRICE:** NGI monthly index plus \$0.007/therm with the right to trigger fixed price/volume at anytime during the term of the agreement

**BILLING:** Based on monthly delivery, not usage

**STORAGE CAPACITY:** Retained by McLean County and managed on your behalf by ProLiance

ProLiance will work closely with McLean County to formulate a proactive risk management strategy designed to protect McLean County's budget from extreme market volatility.

In closing, McLean County will have the security of partnering with a financially strong company owned by two multi-billion utility industry leaders.

If you have any questions, please do not hesitate to call me at 630-544-3052.

Sincerely,

Bill Wilkey  
Senior Account Manager



**DEPARTMENT OF PARKS AND RECREATION**  
 (309)726-2022 FAX (309)726-2025 www.mclean.gov  
 13001 Recreation Area Dr. Hudson, IL 61748-7594

**McLean County**

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 06/28/03

RE: General Report

**Parks Usage – YTD as of 06/8/03**

	2003	2002	2001	2000	1999	1998
Camping Nights	3374	2955	3350	2966	3042	3322

**Watercraft Registration**

Annual	813	1086	1132	926	1216	1164
Daily	159	200	253	158	225	269

**Boat Rental**

½ hour Paddleboat	293	244	127	199	253	220
Hourly Canoe	181	183	107	201	236	284
Rowboat	89	101	75	96	132	90
Sailboat	12	11	25	25	36	54
Daily Canoe	43	43	32	33	41	44
Rowboat	98	73	45	37	80	117

Shelters Reservations	45	47	48	44	42	47
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**Equine Registrations**

Daily	5	45	60	90	1	
Family	1	1	1			
Individual -annual	5	2	5	1	2	

WILLIAM A. YODER

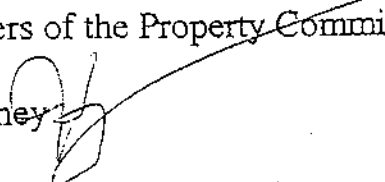
McLean County State's Attorney

R. Brian Hug  
Assistant State's Attorney

Law and Justice Center  
104 W. Front Street, Room 701  
P.O. Box 2400  
Bloomington, Illinois 61702-2400  
(309) 888-5110

MEMORANDUM

To : The Honorable Chairman and Members of the Property Committee

From : R. Brian Hug, Assistant State's Attorney 

Re : Surplus Property

Date : June 2, 2003

Pursuant to the Property Committee's request and a number of questions raised by County Board Members I have done a review of the law for your assistance in making decisions regarding surplus County property.

A county holds property in trust for the benefit of the inhabitants of the County. The County is bound to administer such property faithfully, honestly and justly, and is guilty of a breach of trust by disposing of its valuable property without any, or a nominal, consideration. County property cannot be arbitrarily or capriciously disposed of, it must be sold for the most that it will bring in the market. There are no statutory provisions authorizing the County to make a gift or donation of county real property or the rental value of such property. The renting of County property for a nominal consideration would be tantamount to a gift of the rental value of such property. 1974 A.G. Opinion No. S-691.

The County has followed a consistent practice of declaring property surplus property prior to selling. While the Municipal code requires towns and cities to have property appraised prior to sale there is no such requirement of counties. While open bidding is not required it is consistent with the county's obligation to obtain the highest price for the property. The property must be exposed to the market in a way that is designed to ensure that the County obtains full value for the property.

**RESOLUTION OF THE McLEAN COUNTY BOARD  
DECLARING THE McBARNES MEMORIAL BUILDING  
SURPLUS COUNTY PROPERTY AND PROVIDING FOR THE SALE  
OF THE PROPERTY**

WHEREAS, pursuant to Illinois law, the McLean County Board may declare property, buildings, and capital equipment as "surplus property" and thereby offer said property, buildings, and capital equipment for sale by sealed bid auction or oral auction; and,

WHEREAS, the McBarnes Memorial Building, 201 East Grove Street, Bloomington, Illinois was given to McLean County for use by County government and/or by other appropriate community based not for profit corporations; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 5, 2003, recommended that the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, be declared as "surplus property" and be offered for sale by sealed bid; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) In accordance with the provisions of Illinois law, the McLean County Board hereby declares the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, "surplus property" and further declares that the McBarnes Memorial Building shall be offered for sale by sealed bid auction
- (2) The County Clerk shall provide a certified copy of this Resolution to the Director of Facilities Management, the County Administrator, and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 22<sup>nd</sup> day of July, 2003

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board



**OFFICE OF THE ADMINISTRATOR**


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

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

July 3, 2003

Memo to: The Honorable Chairman and Members of the Property Committee  
From: John M. Zeunik   
Re: Lease Agreement for 304 North Hershey Road, Bloomington, Illinois

For your review and approval, attached please find the Lease Agreement between McLean County and State Farm Insurance Companies for the 304 North Hershey Road Building. Mr. Eric Ruud, First Civil Assistant State's Attorney, negotiated the Lease Agreement with State Farm. Pursuant to the emergency authority granted by Board policy to the County Administrator and pursuant to the recommendation of the First Civil Assistant State's Attorney, I approved and executed the Lease Agreement on Friday, June 20, 2003, so that the Temporary Branch Court facility could be ready to open on Monday, June 23<sup>rd</sup>.

The term of the Lease Agreement is 120 days with a provision to terminate the Lease Agreement by giving 30 days written notice. The monthly rent is \$1.00 payable in advance of the 20<sup>th</sup> day of the month. Under the Lease Agreement, State Farm provides all water, electricity, heat, and air conditioning required for the County's use.

I hereby respectfully request that the Property Committee recommend to the County Board approval of the Lease Agreement. Should you have any questions about the Lease Agreement, please call me at 888-5110.

Thank you.

# State Farm Insurance Companies



Corporate Headquarters  
One State Farm Plaza  
Bloomington, Illinois 61710-0001

James R. Engelman  
Investment Counsel  
Phone (309) 735-1055  
Fax (309) 766-7423

**VIA REGULAR US MAIL**

June 24, 2003

John M. Zeunik  
McLean County Law & Justice Center  
104 West Front Street, Suite 701  
PO Box 2400  
Bloomington, IL 61702-2400

**Re: State Farm – McLean County Lease (304 N. Hershey Road, Bloomington, IL.)**

Dear Mr. Zeunik,

Enclosed herein please find one fully executed, original copy of the above-referenced lease.

Please do not hesitate to contact me if you have any questions or should any issues arise.

Very truly yours,

A handwritten signature in black ink, appearing to read "James R. Engelman", written over a horizontal line.

James R. Engelman, Counsel

Cc: (without enclosures)  
Kevin Callis  
Natalie Brunson-Wheeler  
Victor Green  
Eric Ruud

## OFFICE LEASE

THIS LEASE is made this 20th day of June, 2003, by and between State Farm Mutual Automobile Insurance Company, an Illinois corporation (hereinafter referred to as "Landlord"), and the County of McLean, Illinois (hereinafter referred to as "Tenant".)

In consideration of the rental specified below and the covenants hereinafter stipulated, Landlord does hereby lease to Tenant and Tenant leases from Landlord the Building containing approximately 11,047 square feet and the lot on which it is located situated in the City of Bloomington, County of McLean, State of Illinois, and with the address of 304 N. Hershey Road.

The Building, the lot and all improvements and appurtenances therein, is herein called "the Premises."

### 1. TERM

- 1.01. The term of the Lease is for 120 days and shall commence on the 20th day of June, 2003, or on such earlier date as Tenant may take possession of the Premises, and shall end on October 18, 2003. Notwithstanding the above stated term and the provisions of Article 18.01(a) below, Tenant may terminate this Lease prior to October 18, 2003 upon 30 days written notice provided to Landlord in accordance with the provisions of Article 20 below.

### 2. POSSESSION

- 2.01. Landlord agrees to cause the Premises to be completed in accordance with the plans, specifications and agreements approved by both parties. Approval of plans, specifications and agreements by Landlord shall not be construed as a representation that they are suitable for Tenant's intended use or are in compliance with any laws or regulations.
- 2.02. If permission is given to Tenant to occupy the Premises prior to the date specified for commencement of the term hereof, such occupancy shall be subject to all of the provisions of this Lease.
- 2.03. Tenant's taking possession shall be conclusive evidence as against the Tenant that the Premises were in good order and satisfactory condition when Tenant took possession.

### 3. RENT

- 3.01. Tenant shall pay Landlord a monthly rent of one dollar (\$1.00), in lawful money of the United States which shall be legal tender at the time of payment, in advance on the 20th day of each calendar month during said term, at the office of Landlord or at such other place as Landlord may from time to time so designate in writing, except that the first month's rent shall be paid upon the execution hereof. Said rental shall be paid without deduction or set off. The installment of



rent payable for any portion, less than all, of a calendar month shall be a pro rata portion of the installment payable for a full calendar month.

#### 4. HOLDING OVER

- 4.01. Without Landlord's consent, Tenant shall have no right to hold over after the expiration of the term of this Lease. If with Landlord's consent, Tenant holds over after the termination of this Lease, Tenant shall become a tenant from month-to-month only, upon each and all of the terms herein provided as may be applicable to such month-to-month tenancy and any such holding over shall not constitute an extension of this Lease. In such event, Tenant shall continue in possession until Tenant or Landlord shall have given to the other party a written notice of its intention to terminate such tenancy. Such written notice must be given no less than thirty (30) days prior to said termination date.

#### 5. USE

- 5.01. Tenant shall use and occupy the Premises for Tenant's customary business operations and for no other purpose.
- 5.02. Tenant shall:
- a. Not use or permit upon the Premises anything that would invalidate any policies of insurance now or hereafter carried on the Building or that will increase the rate of insurance on the Premises or on the Building;
  - b. Pay all extra insurance premiums which may be caused by the use which Tenant shall make of the Premises;
  - c. Not in any manner deface or injure the Premises or any part thereof or overload any floor of the Premises.
  - d. Not do anything or permit anything to be done upon the Premises in any way tending to create a nuisance, or tending to disturb the occupants of neighboring property, or tending to injure the reputation of the Premises.
  - e. Comply with all governmental, health and police requirements and regulations respecting the Premises.
  - f. Not use the Premises for lodging or sleeping purposes or for any immoral or illegal purpose, nor conduct or permit to be conducted upon the Premises any activity contrary to any of the laws of the United States of America or laws, regulations or ordinances of the state, county, or municipality in which the Premises is situated, nor commit or suffer to be committed any waste upon the Premises.
  - g. Comply with Rules And Regulations as attached hereto as Exhibit "A."

## 6. BUILDING SERVICES

- 6.01. Landlord shall provide all water, electricity, heat and air conditioning required for Tenant's use. Tenant shall procure and pay for its own vending, garbage disposal and janitorial services. Landlord shall not be liable under any circumstances for loss, however occurring, through or in connection with or incidental to any interruption as to any of the foregoing, unless such cessation or interruption is caused by the knowing and intentional acts of the Landlord.
- 6.02. Tenant will not, without the written consent of Landlord, use any apparatus or device in the Premises using electric current in excess of 220 volts, nor connect, except through existing electrical outlets in the Premises or water pipes, any apparatus or device for the purposes of using electric current, water or other utilities.

## 7. CARE OF PREMISES

- 7.01. Tenant, at Tenant's own expense, shall take good care of the Premises and shall promptly repair all damages to the Premises and replace or repair any damaged or broken fixtures and appurtenances which are made necessary as a result of any use, misuse, neglect or negligence of Tenant, its employees or invitees. Landlord shall, however, maintain the landscaping and mow the lawn and maintain and repair ceilings, walls, floors; all doors, windows and plate glass; plumbing, pipes and fixtures; electrical wiring, switches, fixtures and equipment including lighting replacement for building standard lights and Premises exterior lighting; heating, ventilating and air conditioning equipment; fire sprinkler suppression and detection equipment; security wiring and equipment. Tenant shall maintain and repair any furniture, fixtures and improvements installed by or for Tenant. Landlord may, but shall not be required to do so, enter the Premises at all reasonable times to make any repairs as Landlord shall desire or deem necessary to the Premises or to any equipment located in the Premises or as Landlord may be required to do by the order or decree of any court or by any governmental authority.
- 7.02. Landlord shall repair and maintain the building exterior walls, foundations, roof and roofing, sidewalks, driveways and parking lot, except to the extent the repair and maintenance arises from any misuse, neglect or negligence of Tenant, its employees, or invitees. Landlord shall pay for or make replacements to the heating, ventilating, air conditioning equipment and fire sprinkler suppression equipment of a capital nature as reasonably determined by Landlord, except to the extent the replacements arise from any misuse, neglect or negligence of Tenant, its employees, or invitees. Landlord shall not be liable for any failure to make any repairs, replacements or to perform any maintenance until Landlord is given written notice of the need for such repairs, replacements or maintenance, and unless Landlord fails within a reasonable period of time, to commence such repairs, replacements, perform such maintenance, or to use due diligence in completing Landlord's obligations. There shall be no liability of Landlord by

reason of any entry to or interference with Tenant's business arising from the making of any repairs in or to any portion of the Premises or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any provision of statutory or common law now or hereafter in effect.

- 7.03. If during the term of this Lease, Landlord should make any alteration or addition to said Premises, Landlord, at its sole cost and expense, agrees to comply with applicable requirements of Title III of the Americans With Disabilities Act (Act) Public Law 101-336 (July 26, 1990) and any regulations promulgated pursuant thereto. Tenant shall at Tenant's sole cost and expense (but subject to Landlord's prior written approval, which shall not be unreasonably withheld), make each and every alteration or addition to the Premises required to bring the Premises into compliance with the requirements imposed by the Act and any regulations promulgated pursuant thereto during the term of this Lease, and any period of holding over by Tenant ("ADA Requirements"), if
- a. The requirement for such alteration or addition arises as a result of:
    - (1) Any alteration or addition by Tenant.
    - (2) Any violation by Tenant of any ADA Requirements.
    - (3) A special use of the Premises or any part thereof by Tenant or any assignee or subtenant of Tenant (including but not limited to use for a facility which constitutes, or if open to the public generally would constitute, a "place of public accommodation" under the ADA Requirements).
    - (4) The special needs of the employee(s) of Tenant or any assignee or subtenant of Tenant.
  - b. The ADA requirements would otherwise make Tenant rather than Landlord primarily responsible for making such alteration or addition. In the event the Act or any regulations promulgated pursuant thereto requires alterations, other than those set forth above, then Landlord shall make the alterations.

## 8. ASSIGNMENT AND SUBLETTING

- 8.01. Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be occupied by anyone other than Tenant or Tenant's employees, including those of its affiliates, without the prior written consent of Landlord in each instance. Landlord's consent may be withheld in its sole and absolute discretion. Any sale, assignment, mortgage, transfer or subletting of this Lease which is not in compliance with the provisions of this Section 9 shall be voidable and shall, at the option of Landlord terminate this Lease. The consent by Landlord to any assignment or subletting shall not be

construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued.

## 9. ALTERATIONS

- 9.01. Tenant shall make no alterations, additions or improvements (including initial tenant improvements) to the Premises without the prior written consent of Landlord. Landlord may impose, as a condition of such consent, such requirements as Landlord in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time or times at which, and the contractor by whom such work shall be done. Any such consent by Landlord shall be for its own purposes and shall not be a representation that such alterations, additions, and improvements are in compliance with any codes, ordinances, regulations or laws nor that they are suitable for Tenant's use.
- 9.02. All such alterations, additions, and improvements shall become the property of Landlord and shall be surrendered with the Premises, as a part thereof, at the end of the term hereof. Notwithstanding anything herein to the contrary, Tenant shall be allowed, at the termination of this Lease, to remove all of Tenant's furniture, equipment and personal property, provided Tenant is not in default of this Lease.

## 10. CERTAIN RIGHTS RESERVED BY LANDLORD

- 10.01. Landlord shall have the following rights, exercisable without notice or giving rise to any claim for set off or abatement of rents:
- a. To change the Premises' name or street address.
  - b. To designate and/or approve any and all signs at the Premises.
  - c. To designate and/or approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment.
  - d. To show the Premises to prospective tenants at reasonable hours and if vacated by Tenant, to prepare the Premises for re-occupancy.
  - e. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. No lock shall be changed and no new lock shall be installed without the prior written consent of Landlord.
  - f. To make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Premises or in any part thereof and for such purposes to enter upon the Premises and during the continuance of any such work, to temporarily close doors, entryways, and corridors in the Premises and to interrupt or temporarily suspend building services and facilities, all

without abatement of rent or affecting any of Tenant's obligations hereunder so long as the work does not materially interfere with Tenant's use of the Premises.

- g. To have and retain a paramount title to the Premises, free and clear of any act of Tenant purporting to burden or encumber it.
- h. To grant or deny to anyone the right to conduct any business or render any service in or to the Premises, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted herein.
- i. To require all furniture and similar items to be moved into and/or out of the Premises only at such times and in such manner as Landlord shall direct in writing. Movements of Tenant's property into or out of the building and within the Premises are entirely at the risk and responsibility of Tenant and Landlord reserves the right to require permission before allowing any such property to be moved into or out of the Premises.

#### 11. DAMAGE TO PROPERTY; INJURY TO PERSONS; INSURANCE

11.01. Tenant shall indemnify and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises, from the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold Landlord harmless from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or of its agents or employees, and from all costs, attorneys' fees, expenses and liabilities incurred as a result of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon, or about the Premises from any cause which does not result from the negligence or intentional acts of Landlord or anyone for whom Landlord is responsible.

11.02. Landlord or anyone authorized to act for Landlord shall not be liable for any damage to property entrusted to employees of the Premises nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein, or from the roof, street or subsurface, or from any other place resulting from dampness or any other cause whatsoever which does not result from the negligent or intentional acts of Landlord. Landlord or its manager shall not be liable for interference with the natural light, nor shall Landlord be liable for any defect in the Premises. Tenant

shall give prompt notice to Landlord of any fire, accident or defect discovered upon the Premises.

11.03. Tenant agrees to carry at its own expense throughout the term of the Lease, commercial general liability insurance insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises with a combined single limit of liability of \$1,000,000, or, in the alternative, \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage. Tenant shall deliver a Certificate of Insurance to Landlord prior to the date of occupancy of the Premises and said insurance policy shall list and protect Landlord and Tenant as their interests may appear and shall contain an endorsement stating that the insurer agrees to give no less than thirty (30) days prior written notice to Landlord in the event of modification or cancellation thereof.

11.04. Tenant shall be responsible for its own personal property insurance.

## 12. FIRE OR CASUALTY

12.01. If any part of the Premises shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In the event the Premises (including machinery and equipment used in its operation) are destroyed or damaged by fire or other casualty to the extent that said Premises cannot be repaired within thirty (30) days after Landlord receives such notification thereof, then either Landlord or Tenant shall have the option to terminate this Lease by giving written notice to the other within fifteen (15) days after the occurrence of the damage or destruction.

12.02. If this Lease is not terminated as provided in Section 13.01, Landlord shall proceed to complete the necessary restoration or repairs with reasonable promptness, and this Lease shall continue in effect.

12.03. Landlord shall not be obligated to repair any damage by fire or other cause or to make any repairs or replacements of any items or leasehold improvements originally installed by Tenant.

## 13. ACCESS

13.01. Landlord and anyone authorized by Landlord shall have the right to enter the Premises at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers or tenants of the Premises and making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary or desirable. If Tenant shall not personally be present to open and permit an entry into the Premises at any time when such entry by Landlord is necessary or permitted hereunder, Landlord may enter by means of a master key or may enter forcibly, without liability to Tenant, except for

any failure to exercise due care of Tenant's property, and without breaching the terms of this Lease.

#### 14. CONDEMNATION

- 14.01. If the whole of the Premises shall be taken or condemned by any governmental authority for any public use or sold to prevent the exercise thereof (collectively, a "taking"), this Lease shall automatically terminate as of the date of such taking. In the event of a taking of such portion of the Premises as shall, in the opinion of Landlord, substantially interfere with the operation thereof, the term of this Lease shall end on the date when the possession of the part so taken shall be required for such use or purpose and Landlord shall be entitled to receive the entire award without any payment to Tenant. Current rent shall be apportioned as of the date of such termination.
- 14.02. In the event of a taking which does not result in the termination of this Lease, Landlord shall with reasonable diligence make repairs or restoration only to those portions of the Premises that were originally provided at Landlord's expense. The repair and restoration of items in the Premises not provided at Landlord's expense shall be the obligation of Tenant.

15. THIS ARTICLE IS INTENTIONALLY LEFT BLANK BY AGREEMENT.

#### 16. ENVIRONMENTAL

- 16.01. Tenant (including its employees, agents, contractors, or invitees) shall not cause or permit the release, discharge or disposal, nor the presence, use, transportation, generation or storage of any hazardous material (as hereafter defined) in, on, under, about, to or from the Premises other than the use of such materials in de minimus quantities reasonably necessitated by their regular business activities and utilized in conformance with all applicable laws.
- 16.02. Tenant further agrees and covenants to Landlord the following:
- a. To comply with all Environmental Laws in effect, or which may come into effect, applicable to the Tenant or Tenant's use and occupancy of the Premises;
  - b. To immediately notify Landlord, in writing, of any existing, pending or threatened (i) investigation, inquiry, claim or action by any governmental authority in connection with any Environmental Laws; (ii) third party claims; (iii) regulatory actions; and/or (iv) contamination of the Premises.
  - c. Tenant shall, at Tenant's expense, investigate, monitor, remediate, and/or clean up any Hazardous Material or other environmental condition on, about, or under the Premises created as a result of Tenant's use or occupancy of the Premises;

- d. To keep the Premises free of any lien imposed pursuant to Tenant's responsibility, under this Article 19.
- e. To indemnify, defend, and save Landlord harmless from and against any and all claims (including personal injury, real, or personal property damage), actions, judgments, damages, penalties, fines, costs, liabilities, interest, or attorneys' fees that arise, directly or indirectly, from Tenant's violation of any Environmental Laws resulting in the presence of any Hazardous Materials on, under or about the Premises.

16.03. The Tenant's obligations, responsibilities, and liabilities under this Article shall survive the expiration of this Lease.

16.04. For purposes of this Article the following definitions apply:

- a. "Hazardous Materials" shall mean: (1) any "hazardous waste" and/or "hazardous substance" defined pursuant to any Environmental Laws; (2) asbestos or any substance containing asbestos; (3) polychlorinated biphenyls; (4) lead; (5) radon; (6) pesticides; (7) petroleum or any other substance containing hydrocarbons; (8) any substance which, when on the Premises, is prohibited by Environmental Laws; and (9) any other substance, material, or waste which, (i) by any Environmental Laws requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal or (ii) is defined or classified as hazardous, dangerous or toxic pursuant to any legal requirement.
- b. "Environmental Laws" shall mean: any and all federal, state and local laws, statutes, codes, ordinances, regulations, rules or other requirements, relating to human health or safety or to the environment, including, but not limited to, those applicable to the storage, treatment, disposal, handling and release of any Hazardous Materials, all as amended or modified from time to time.

## 17. WAIVER

17.01. No waiver by Landlord of any provision of this Lease or any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant whether or not similar to the act so consented to or approved. No act done by Landlord or anyone authorized by Landlord during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of anyone authorized by Landlord shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the



keys to any such employee shall not operate as a termination of the Lease or a surrender of the Premises.

- 17.02. Except as provided in Article 22 relating to Landlord's remedies, Tenant hereby expressly waives the service of any notice of intention to terminate this Lease or to re-enter the Premises and waives the service of any demand for payment of rent or for possession and waives the service of any other notice or demand prescribed by any statute or other law.

#### 18. DEFAULTS; REMEDIES; EARLY TERMINATION

- 18.01. The occurrence of any one or more of the following events shall constitute a material default ("Default") and breach of this Lease by Tenant:

- a. The vacating or abandonment of the Premises by Tenant.
- b. The failure of Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant.
- c. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described above, where such failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant.

- 18.02. In the event of any Default by Tenant, at any time thereafter, and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such Default or breach, Landlord may; (a) choose not to reenter but to hold Tenant responsible for all terms of this Lease, (b) reenter the Premises and terminate this Lease and hold Tenant responsible for all damages resulting from the breach; or (c) reenter the Premises, keep this Lease in force, and attempt to relet the Premises on behalf of Tenant as Tenant's agent. Upon reentering the Premises, Landlord may relet the Premises or any part thereof for such term, on such conditions and at such rental as Landlord may deem advisable with the right to make alterations and repairs to the Premises. Landlord may remove therefrom all automobiles, signs and other property, and such property may be removed and stored in any place for the account and at the expense and risk of Tenant or, in the alternative, such property may be otherwise disposed of by Landlord. Tenant hereby waives all claims for damages which may be caused by the reentry of Landlord and taking possession of the Premises, or the removing or storage of the property as herein provided, and will indemnify and save Landlord harmless from any loss, cost or damages occasioned thereby, and no such reentry shall be considered or construed to be forcible entry or detainer.

## 19. SURRENDER OF POSSESSION

19.01. Upon the termination of this Lease and the term hereby created or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as aforesaid, Tenant will at once surrender possession of the Premises to Landlord in good order, repair and condition, ordinary wear and tear or loss by casualty excepted. Without limiting the generality of the foregoing, Tenant agrees to remove, at the termination of this Lease, the items of furniture, equipment and personal property to which Tenant is entitled under Article 10 hereof. 19.02. All damage to the Premises caused by Tenant's moving of property in or out of the Premises, including damage to floors due to overloading, shall be fully repaired at Tenant's sole cost and expense. If Tenant shall fail or refuse to remove all such property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and the title thereto shall thereupon pass to Landlord without any cost either by set off, credit allowance or otherwise, and Landlord may, at its option, accept the title to such property, or, at Tenant's expense, (a) remove the same or any part thereof in any manner that Landlord shall choose and (b) either store or otherwise dispose of the same without incurring liability to Tenant or any other person.

## 20. NOTICES

20.01. All notices to be given by one party to the other under this Lease shall be in writing, mailed or delivered to each as follows:

a. To Landlord: State Farm Insurance Companies  
One State Farm Plaza, Corporate Law Department, E-3  
Bloomington, IL 61710  
Attention: James R. Engelman

b. To Tenant: County of McLean  
McLean County Law & Justice Center  
104 West Front Street, Suite 701  
PO Box 2400  
Bloomington, IL 61702-2400  
ATTN: John M. Zeunik

20.02. Mailed notices shall be sent by United States certified or registered mail, postage prepaid. Such notices shall be deemed to have been given upon posting in the United States mail.

## 21. INABILITY TO PERFORM

21.01. This Lease and the obligations of either party hereunder shall not be affected or impaired because said party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of any strike, other labor dispute or other cause beyond the reasonable control of said party. The foregoing shall be inapplicable to the payment of rent by Tenant.

## 22. OPTION TO RENEW

22.01 In the event Tenant is not then in default in any of its obligations under this lease, Landlord hereby grants to Tenant an option to renew this lease for sixty (60) days on the same terms, conditions and for the same rental amount as the initial lease term. To exercise this option, Tenant shall give Landlord 30 days written notice of Tenant's intention to renew the lease.

## 23. MISCELLANEOUS

23.01. All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

23.02. The provisions hereof shall apply without regard to the number or gender of words and expressions used herein.

23.03. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit, not only of Landlord and of Tenant, but also their respective heirs, legal representatives, successors and assigns, provided this clause shall not permit any assignment contrary to the provisions of Article 9 hereof.

23.04. Submission of this instrument for examination shall not bind Landlord in any manner, and no Lease or obligation of Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.

23.05. No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

23.06. Clauses, plats and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.

23.07. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

23.08. The article captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

23.09. This Lease, including exhibits, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no

prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

23.10. This Lease shall be governed by and controlled pursuant to the laws of the state in which the Premises are situated. It is acknowledged and agreed that Landlord shall not be deemed to be a "government contractor" as a result of this lease.

23.11. In the event of any legal action or proceeding brought by either party against the other out of this Lease in any manner whatsoever, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in such action and such amount shall be included in any judgment rendered in such proceeding.

23.12. It is acknowledged and understood that the Building is a smoke free building.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease to be effective the day and year first above stated.

TENANT:

COUNTY OF MCLEAN, ILLINOIS

BY: *John M. Jewell*

ITS: McLean County Administrator

LANDLORD:

STATE FARM MUTUAL  
AUTOMOBILE INSURANCE COMPANY

BY: *[Signature]*

*A. J. V. P.*

## Rules And Regulations (Exhibit A)

### EXHIBIT "A"

#### RULES AND REGULATIONS

The rules and regulations set forth in this Exhibit shall be and hereby are made a part of the Lease (the "Lease") to which they are attached. Whenever the term "Tenant" is used in these rules and regulations, it shall be deemed to include Tenant, its employees or agents and any other persons permitted by Tenant to occupy or enter the Premises. The following rules and regulations may from time to time be modified by Landlord.

1. Tenant shall not conduct directly or indirectly any auction upon the Premises, or permit any other person to conduct an auction upon the Premises. Tenant shall not conduct malodorous activities in or about the Premises or the building.
2. No cooking shall be done upon the Premises, except as expressly approved by Landlord, provided, however, that the heating, refrigerating, and preparing of beverages and light snacks shall be permitted if there are appropriate facilities and equipment for such purposes. All electrical equipment used by Tenant shall be U.L. approved. Nothing shall be done or permitted and nothing shall be brought into or kept upon the Premises which would impair or interfere with any of the Building services or the proper and economic heating, cooling, cleaning, or other servicing of the Building or the Premises, nor shall there be installed by Tenant any ventilating, air-conditioning, electrical, or other equipment of any kind, that, in the judgment of Landlord, might cause any such impairment or interference.
3. Tenant shall not install or operate any steam or gas engine or boiler, upon the Premises. The use of oil, gas, or inflammable liquids for heating, lighting, or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought upon the Premises. Tenant shall not use any other method of heating than that supplied by Landlord.
4. Tenant must observe strict care not to leave the Premises interior exposed to the elements, and for any default or carelessness in this respect, Tenant shall make good all injuries or damages sustained to the Premises and Landlord. In this regard, it is Tenant's responsibility to see that all windows are closed prior to leaving the Premises each day.
5. Should Tenant desire to place in the Building any unusually heavy equipment, including, but not limited to, large files, safes, and electronic data processing equipment, Tenant shall first obtain written approval of Landlord to place such items within the Building and for the proposed location in which such equipment is to be installed. Landlord shall have the power to prescribe the weight and position of any equipment that may exceed the weight load limits of the building

structure, and may further require, at Tenant's expense, the reinforcement of any flooring on which such equipment may be placed, and/or to have an engineering study performed to determine such weight and position of equipment, to determine added reinforcement required, and/or determine whether or not such equipment can be safely placed within the Building. Landlord shall not be responsible for the loss of or damage to such furniture or equipment from any cause. There shall not be used in the Building, either by Tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

6. Tenant shall not place additional locks or bolts of any kind upon any of the doors or windows of the Premises and no lock on any door therein shall be changed or altered in any respect. Duplicate keys (if applicable) shall be procured only from Landlord, which may make a reasonable charge therefor. Upon the termination of a Tenant's Lease, all keys of the Premises shall be delivered to Landlord.
7. If the Premises become infested with vermin, Tenant, at his sole expense, shall cause the Premises to be exterminated, from time to time, to the satisfaction of Landlord.
8. Landlord shall have the right to prohibit any advertising by Tenant that, in Landlord's opinion, tends to impair the reputation of the Premises or its desirability as a building or offices and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
9. The sidewalks, entries, passages, and driveways shall not be obstructed or used by Tenant, for any other purpose than ingress and egress to and from the respective building.
10. No animals, birds, or pets of any kind shall be allowed upon the Premises other than might be required for the seeing or hearing impaired. Animals for this purpose shall not be domiciled overnight on the Premises.
11. The water closets, urinals, waste lines, vents, or flues of the Building shall not be used for any purpose other than those for which they were constructed, and no rubbish, acids, vapors, newspapers, or other such substances of any kind shall be thrown into them. The expense caused by any breakage, stoppage, or damage resulting from a violation of this rule by Tenant, shall be paid by Tenant.
12. No television antenna or satellite dish installation shall be made upon the Premises, without the Landlord's approval in writing.
13. Except as permitted by Landlord, Tenant shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions, or floors of the Premises or of the Building and the repair cost of any defacement, damage, or injury caused by Tenant, shall be paid for by Tenant. Pictures, posters, calendars and like materials shall be hung on tacks,

magnets or small nails. Tenant shall not use adhesive hangers or tape for such purposes.

14. All glass, lighting fixtures, locks, and trimmings in or upon the doors and windows of the Premises shall be kept whole and whenever any part thereof shall be broken through any cause, the same shall immediately be replaced or repaired at Tenant's expense.
15. Tenant shall not go upon the roof of the Building, nor make any installations upon or through the roof or walls of the Building, without the prior written consent of Landlord.

Landlord reserves the right to rescind any of these rules and to make such other and further rules and regulations as in its judgment may from time to time be needful for the safety, care, and cleanliness of the Premises; such other and further rules, however, will not be inconsistent with the proper and rightful enjoyment by Tenant under this Lease.