



**Property Committee Agenda**  
**Room 400, Government Center**

**Thursday, July 7, 2005**

**3:00 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – June 9, 2005
3. Departmental Matters:
  - A. Jack Moody, Director, Facilities Management
    - 1) Items to be Presented for Action:
      - a) Request Approval of Lease Agreement between the County of McLean and McLean County State's Attorney for Office Space Located on the 4<sup>th</sup> Floor Of 200 West Front Street, Bloomington, Illinois for the Child Support Enforcement Division 1-15
      - b) Request Approval of Lease Amendment for Additional Space for Collaborative Solutions Institute 16-19
      - c) Request Approval of an Agreement between McLean County and the Bloomington Municipal Credit Union to provide an ATM Machine to be Located at the Government Center 20-21
    - 2) Items to be Presented for Information:
      - a) Notification by Coffee Depot to Extend Lease at Law and Justice Center 22
      - b) Status Report on Old Courthouse Fire
      - c) General Report
      - d) Other
  - B. William Wasson, Director, Parks and Recreation
    - 1) Items to be Presented for Information:
      - a) General Report 23
      - b) Other

C. John Zeunik, County Administrator

1) Items to be Presented for Action:

- a) Request Approval of an Agreement between McLean County and the City of Bloomington for Parking in the Lincoln Parking Lot

24-28

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

**LEASE AGREEMENT**

Between

**The County of McLean**

as Landlord,

and

**McLean County States Attorney**

as Tenant,

for

**Office Space Located on the 4th Floor of  
200 West Front Street, Bloomington, Illinois  
For the Child Support Enforcement Division**

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## Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Child Support Enforcement Division of the McLean County States Attorney's office, (hereinafter "CSED"), as Tenant, desire to continue a lease agreement for office space located on the northwest corner of the fourth floor of the 200 W. Front Street building, Bloomington, Illinois, (hereinafter "Building"); and,

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

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on July 1, 2005, and terminate on June 30, 2006.
2. **Rent.**
  - a. Rent shall be \$19,288.04 for 2,476 s.f. of office space, payable in twelve equal monthly installments of \$1,607.34.
  - b. Rent, for purposes of this agreement, shall be defined as including all rent, utilities (except telephone services), and general maintenance.
  - c. All rent payments shall be mailed to the below address:  
  
**McLean County Treasurer  
115 E. Washington Street, Mezzanine Level  
P.O. Box 2400  
Bloomington, Illinois 61702-2400**
  - d. The monthly rent payment during each month of the term thereof shall be payable commencing on the first day of each month.
3. **Tenant's Use and Operation.** CSED shall use the aforementioned leased premises only for the purposes of its general business office. CSED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CSED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
4. **Utilities.** COUNTY shall provide all electricity, gas, water, and trash services used or consumed by CSED in the leased premises. CSED shall be responsible for the payment of its own telephone or data services.

5. **Building Common Areas.** CSED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
  
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.
  
7. **Parking.** COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
  
8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also

agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CSED or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CSED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. **Insurance and Indemnity.**

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

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

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

d. **Obligation to Carry Public Liability Insurance.** CSED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CSED in the leased premises, and in which the limits of liability



shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CSED shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the term of this agreement. CSED shall furnish COUNTY additional certificates of CSED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

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

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

10. **Conduct.** CSED shall not cause or permit any conduct of employees or clients of CSED to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CSED without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be

conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CSED.

14. **Hazardous Material.**

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

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

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

(v) CSED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

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

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

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

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.
  
18. **Assignment and Subletting.** CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
  
19. **Default.** If CSED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CSED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
  - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.
  
  - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the leased premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall

**Page eight**

be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.

- c. Have specific performance of CSED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

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

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

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CSED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CSED's business and repair any damages caused by such removal.

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

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

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

**If to COUNTY:**

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

**With Copies to:**

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

**If to CSED:**

Administrative Attorney  
Child Support Enforcement Division  
200 W. Front Street, 4th Floor  
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors,

administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CSED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate.

a. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.

b. In the event the Illinois Department of Public Aid or its assigns or successors terminates the agreement of cooperation under which CSED is empowered to perform its duties, CSED and or the County shall have the option to terminate this lease with thirty (30) days written notice to the other.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 26th day of July, 2005.

APPROVED:

McLean County States Attorney

COUNTY OF McLEAN

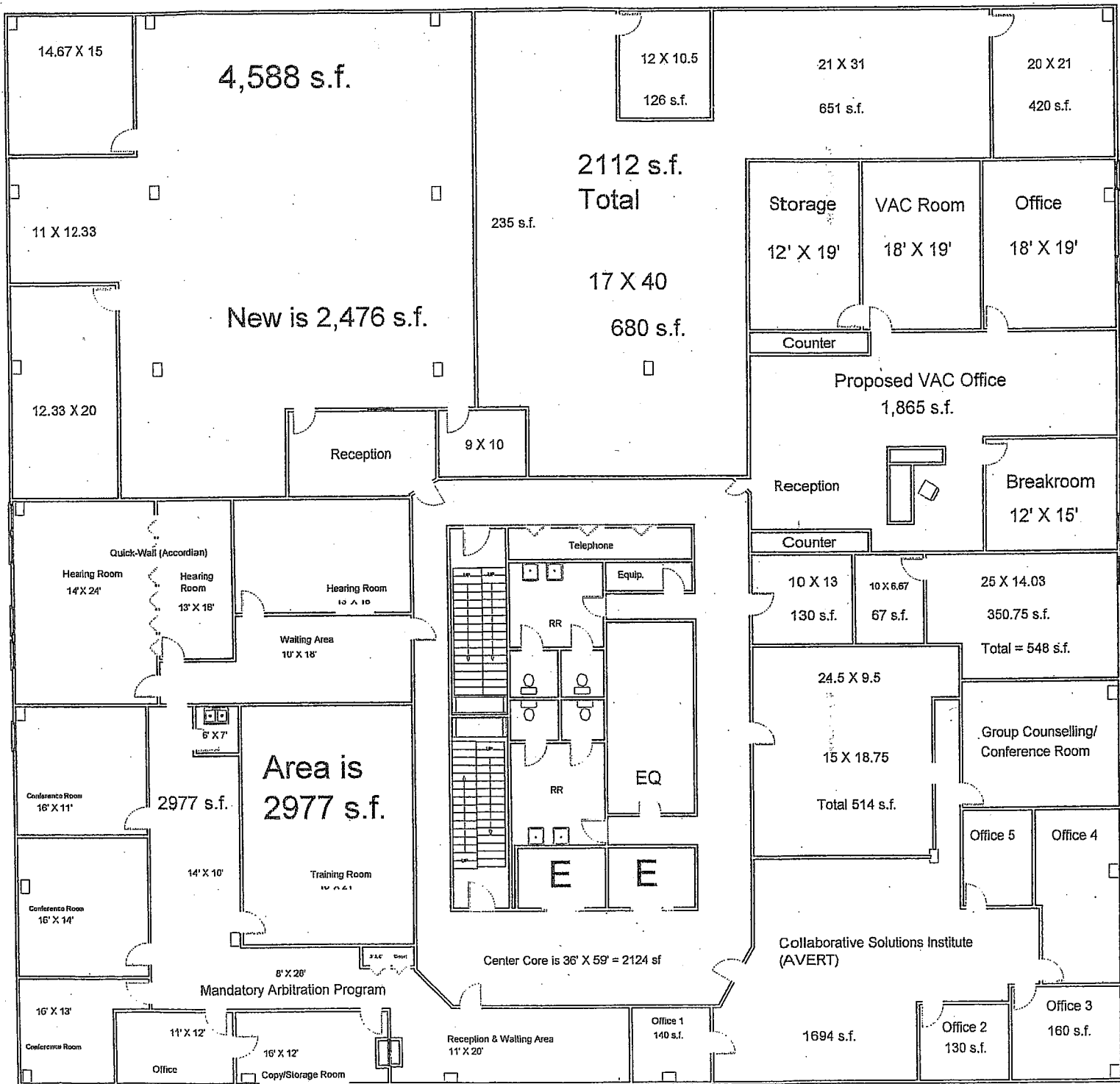
By: William A. Yoder, McLean County States Attorney

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

ATTEST:

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

By: Peggy Ann Milton, Clerk of the McLean County Board



200 W. Front Street  
 Drawn by: J. Moody, CFM

4th Floor Detail

(MCHD4.PL1:Plan)

Revised: 6/7/05



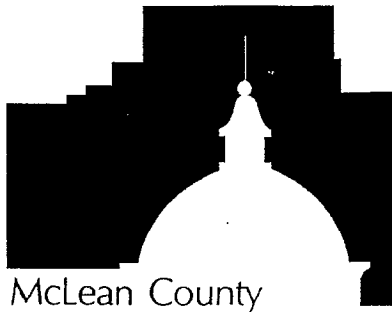
## Child Support Enforcement Division – SAO

### Current Lease:

4,588 s.f. at \$7.79 per s.f. (factor)  
\$35,754.39 total rent for 12 months (expires June 30, 2005)  
\$2,979.53 monthly rent

### Revised Lease Proposal:

Vacate 2,112 s.f. (east-side of current suite) per Mr. Yoder's direction  
Reduce current lease by \$16,452.48 (annual reduction)  
New annualized rent is \$19,288.04 ( $\$7.79 \times 2,476$  s.f.)  
\$1,607.34 per month on a 12-month lease



## Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

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

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

Date: June 13, 2005

Subj: **Collaborative Solutions Institute Request for more Office Space**

Ms. Carol Reitan, Executive Director, Collaborative Solutions Institute, (hereinafter "CSI") a tenant on the fourth floor of 200 W. Front Street, Bloomington, Illinois (the McLean County Health Department building), is requesting additional office space located to the north of her current suite. This office space has been vacant since the City of Bloomington Board of Elections Commissions relocated to Government Center in August, 2004.

CSI currently occupies 1,694 s.f. of office space located on the fourth floor, southeast side of the Health Department. The vacant office located adjacent to, and north of their current office space measures 514 s.f. They desire that we do minor remodeling so they can amend their lease and occupy.

Mr. John Zeunik and I have met with CSI in this vacant space and have determined that it is easy to prepare for their use. We merely have to put up a blocking wall, cut in a doorway opening, shampoo the carpeting, paint a few walls, and add an electrical outlet. Attached, please find a CADD drawing of their present office space and this vacant office space. CSI agrees to pay for these minor-remodeling costs estimated at \$1,000.00.

The added office space of 514 s.f. will increase the total s.f. to 2,208 for CSI. The new monthly rent would go from \$962.56 per month (their current monthly rent) to \$1,254.69 per month beginning as soon as they occupy after minor remodeling is completed.

We have had no other requests for this office space. The Health Department occupies the entire first three floors of the building, or 36,000 s.f. They do not need more office space.

**Collaborative Solution Institute Request for More Office Space**

**June 13, 2005**

**Page two**

Mr. Eric T. Ruud, First Assistant States Attorney, has reviewed the attached Lease Amendment Agreement written to incorporate the added s.f. into the current lease. He agrees a new lease is not required at this time, merely a lease amendment.

The current three-year CSI lease expires on December 31, 2005. We plan to prepare a new lease for CSI at the end of this year.

We therefore, request and recommend approval of the CSI request for the additional office space and the attached Lease Amendment Agreement.

We would be pleased to answer any questions you may have at this time.

Thank you for your kind consideration of this matter.

JEM: enclosures

Cc: Mr. Eric T. Ruud

CSIOfficespace.doc

**Lease Amendment Agreement**

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and Collaborative Solutions Institute, (hereinafter referred to as "CSI") as Tenant, entered into a lease agreement on October 15, 2002, for office space consisting of 1,694 s.f. located on the southeast corner of the fourth floor, Suite 400-A, of the 200 West Front Street building, Bloomington, Illinois; and,

WHEREAS, CSI now desires to also occupy vacant space located adjacent to and north of the current tenant suite as additional office space, consisting of 514 s.f.; and,

WHEREAS, CSI agrees to pay for the minor remodeling costs associated with converting this vacant office space for CSI use by being directly billed by COUNTY for all materials and supply costs associated with this conversion effort, estimated to not exceed \$1,000.00; and,

WHEREAS, CSI will now occupy 2,208 s.f. for their tenant suite and agrees to pay \$1,254.69 as the new monthly rent payment beginning in August, 2005, on a monthly basis through the expiration of the current lease; and,

WHEREAS, in all respects, except as herein modified, the terms and provisions of the lease shall remain in full force and effect and binding upon the respective parties; and,

WHEREAS, on Thursday, July 7, 2005, the Property Committee of the McLean County Board approved the request of CSI to occupy this additional s.f. for their office space, which also was approved on Tuesday, July 26, 2005, by the McLean County Board, and has also been approved by the Board of Directors of CSI,

IN WITNESS WHEREOF the parties have set their hands by their authorized representatives this 26<sup>th</sup> day of July, 2005.

**Approved:**

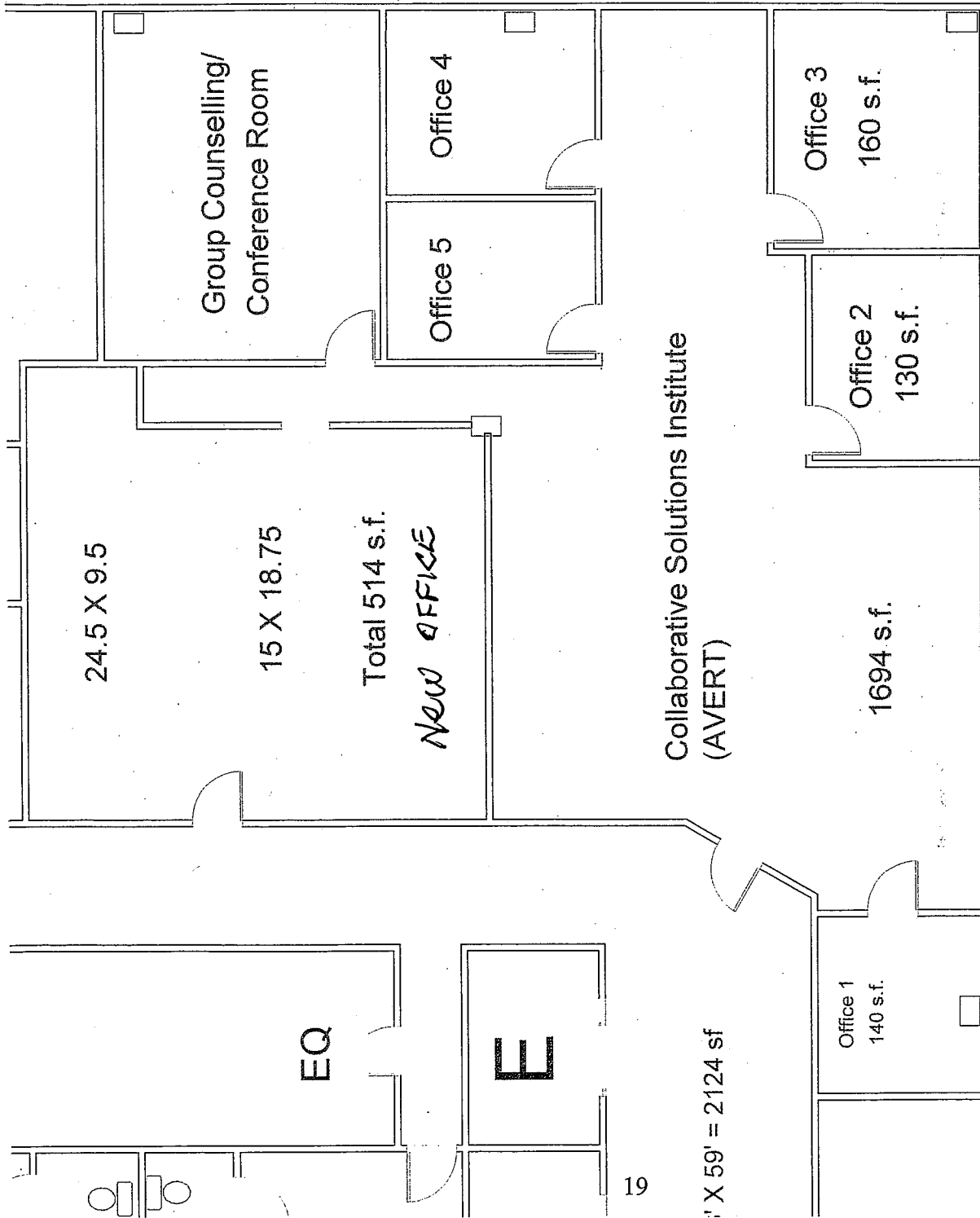
**Approved:**

\_\_\_\_\_  
Collaborative Solution Institute

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

\_\_\_\_\_  
Attested

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



## ATM Machine Agreement

WHEREAS, the County of McLean, P.O. Box 2400, Bloomington, Illinois 61702-2400, a body corporate and politic, (hereinafter referred to as "COUNTY"), and the Bloomington Municipal Credit Union, 602 South Gridley, Bloomington, Illinois 61701, (hereinafter referred to as "BMCU") desire to enter into an agreement for BMCU to provide an ATM machine to be located on the north end of the first floor of Government Center, 115 E Washington Street, Bloomington, Illinois,

Now, therefore, it is expressly agreed by the parties as follows:

1. This agreement shall commence on **August 1, 2005**, and shall terminate on **July 31, 2007**.
2. BMCU shall purchase and retain the ownership of the ATM machine, and shall be financially responsible for the maintenance and all security of the ATM machine.
3. BMCU shall provide the onsite service and maintenance of the ATM machine and shall replenish and provide the necessary cash on an as needed basis.
4. BMCU shall provide COUNTY with quarterly financial usage reports on the ATM machine and shall maintain the cleanliness of the ATM machine.
5. BMCU shall operate the ATM machine for customer usage only during normal business hours and days the building is open to the public.
6. BMCU shall provide usage of the ATM machine to any customer who uses the correct ATM card and service this machine is equipped to accept.
7. COUNTY shall install and be financially responsible for the POTTTS telephone line.
8. COUNTY shall pay BMCU a \$100 monthly service fee that shall be billed to COUNTY on a quarterly basis.
9. COUNTY shall provide in-house marketing signage at various locations in the building at COUNTY's discretion.
10. COUNTY assumes no responsibility for the ATM machine specifically, but not limited to, theft, damage, usage delays regarding phone or data lines, lost cash, incorrect withdrawals, power outages, any ATM malfunctions, customer complaints, lost or stolen ATM cards or ATM supplies, or compliance with any ATM regulatory body or banking institution requirements.

**Surcharge/Transaction Fee:** All transactions being made with the use of a BMCU ATM/debit card will not be assessed a surcharge fee. There will also be no fees assessed for any transaction under any ATM network during the initial 90 days of operation. After

that timeframe, if it is determined by BMCU that there are at least 50 monthly foreign transactions being conducted, BMCU maintains the right to initiate a surcharge fee of \$2.00 per transaction. If the surcharge/transaction fee is initiated, the revenue shall be distributed as follows:

First 100 monthly foreign transactions – BMCU retains all the revenue

For each monthly foreign transaction exceeding 100 – COUNTY will earn \$1.00 of each transaction. The revenue that COUNTY earns from these transactions will be given in credit form on the quarterly billing statement.

BMCU's insurance and bond will cover the ATM machine, cash within, and the transporting of said cash, and shall list COUNTY and all its officers, officials, agents, and employees as an additional insured and hold COUNTY harmless from all liability, public or private.

The parties hereto agree that either party may cancel this agreement by giving 30 days written notice to the other party. BMCU shall be responsible for removal of the ATM machine within sixty (60) days of the date of the cancellation notice.

Amendments to this agreement may be made from time to time in writing by mutual consent by the parties.

The parties hereto mutually agree that the foregoing constitutes all of the agreements between the parties and in witness whereof the parties have affixed their respective signatures on the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, thereunto duly authorized at Bloomington, Illinois, this 26th day of July, 2005.

APPROVED:  
Bloomington Municipal Credit Union

By: \_\_\_\_\_  
Chief Executive Officer

ATTEST:

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

APPROVED:  
County of McLean

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

ATTEST:

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

**RECEIVED**

JUN 17 2005

**Facilities Mgt. Div.**

June 15, 2005


Dear Jack,

The Coffee Depot (LLC) has very much enjoyed concluding our first year in business at the McLean County Law and Justice Center. During this time, while there have been many challenges, one of our highlights has been cultivating relationships with the employees of the various departments housed at the Law and Justice Center. Our goal as a business is to continue in our present location.

I'm formally requesting that we be considered for a lease renewal for another year, from August 1, 2005 through August 1, 2006. Additionally, we would request that during this time our monthly rent continue at \$250.00.

We wish to thank you for your consideration, as well as the various board members and others who make it possible for us to serve this locale.

Sincerely,



Kevin Crutcher  
President  
The Coffee Depot (LLC)





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

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 06/24/05

RE: General Report

**Parks Usage – YTD as of 06/24/05**

	2005	2004	2003	2002	2001	2000	1999
<u>Camping Nights</u>	3113	3119	3374	2955	3350	2966	3042

Watercraft Registration

Annual	967	794	813	1086	1132	926	1216
Daily	161	142	159	200	253	158	225

Boat Rental

½ hour Paddleboat	194	251	293	244	127	199	253
Hourly Canoe	127	117	181	183	107	201	236
Rowboat	85	50	89	101	75	96	132
Sailboat	13	10	12	11	25	25	36
Daily Canoe	31	33	43	43	32	33	41
Rowboat	58	86	98	73	45	37	80

<u>Shelters Reservations</u>	66	51	45	47	48	44	42
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Equine Registrations

Daily	74	7	5	45	60	90	1
Family	1	1	1	1	1		
Individual -Annual	3	2	5	2	5	1	2

Additional County Parks Activities

June 4	Lake Fest Conservation Day:	Attendance	300
June 11-12	Historic Re-enactment	Attendance	200
June 13-29	Cub Scout Day Camp	Participants	460
June 19	Beach Blow-out Activity	Attendance	190
June 23	Normal P/R Day Camp	Participants	87
June 21-25	Normal P/R Ecology Camp	Participants	25
4 Fishing Tournaments at Evergreen Lake			
Conservation Project - Seeded 24 acres of re-created Native Grasses Prairie			
Facilities Project - Completed Vault Restroom renovations at S.H. West Co. Park			

LEASE

THIS LEASE entered into this \_\_\_\_ day of July 2005, between the County of McLean, a body politic and corporate, hereinafter referred to as LESSEE, and the City of Bloomington, a Municipal Corporation, organized and existing under the laws of the State of Illinois, hereinafter referred to as LESSOR.

WITNESSETH:

ARTICLE I

The Lessor does hereby provide 176 parking spaces located in the Abraham Lincoln parking deck located at the corner of Front and East Streets in downtown Bloomington, Illinois, to the Lessee for use by Lessee's employees.

ARTICLE II

The Lessor warrants that it has full authority and power to execute this Lease and to lease the parking spaces on these premises to Lessee.

ARTICLE III

The premises presently meet the standards required by City ordinances relating to parking lots. The said premises shall be maintained in compliance with said ordinances by the Lessor during the term of this Lease and in compliance with any other ordinances presently in existence or hereafter adopted.

ARTICLE IV

The Lessee shall use the premises for parking purposes only. Parking shall be limited to the employees of McLean County government, not to exceed one hundred and seventy six (176)

spaces. Lessee shall be solely responsible for determining the identity and eligibility of the employees who park in said parking spaces. The Lessor warrants and agrees that it shall not during the term of this Lease interfere with or prevent the Lessee from so using the demised premises for parking for said employees. Lessor shall issue to the Lessee's Facilities Manager, 176 "wavetrend readers", or their proven equivalent, for distribution to Lessee's employees to gain access to said parking deck. Lessor also agrees to replace any "wavetrend reader" if it becomes defective.

#### ARTICLE V

The term of this lease shall begin on July 1, 2005 and terminate on December 31, 2010 (hereinafter "Lease Term") unless extended as herein provided. The rent shall be as follows:

For the balance of 2005 (July 1 - December 31) - \$25.00 per space per month

For January 1, 2006 – December 31, 2006 - \$28.00 per space per month

For January 1, 2007 – December 31, 2007 - \$31.00 per space per month

For January 1, 2008 – December 31, 2008 - \$34.00 per space per month

For January 1, 2009 – December 31, 2009 - \$37.00 per space per month

For January 1, 2010 – December 31, 2010 - \$40.00 per space per month

The Lessee agrees to withhold the monthly parking rent from each employee's paycheck in accordance with the above schedule. Lessee shall remit to Lessor payment in full for the July 1 – December 31, 2005 term no later than July 31, 2005. Thereafter, Lessee shall remit to Lessor annually the total payment due for the 176 parking spaces no later than January 31 of each successive year.

#### ARTICLE VI

Lessor agrees that Lessee shall have and is hereby granted five (5), one (1) year options to extend the term of this Lease, such extended term(s) to begin respectively upon the expiration of the Lease Term or of this Lease as extended. If Lessee shall elect to exercise the aforesaid option

or either of them, it shall do so by giving to the Lessor notice in writing of its intention to do so not later than sixty (60) days prior to the expiration of the Lease Term, or of this lease as extended, and said notice shall state the date to which it elects to extend the term of this Lease. Lessor reserves the right to increase the rates charged for parking spaces if this Lease is extended but such rates shall not exceed the rates charged for parking space leases for the City of Bloomington parking system at the time of such increase.

#### ARTICLE VII

The Lessor shall maintain the premises at its own expense, keep the demised premises in a reasonably clean condition, be responsible for all snow removal and indemnify, save and hold harmless the Lessee from all liability, causes of action, claims, judgments, costs and attorney fees arising out of or in any way connected with the performance of Lessor's obligations under this lease.

#### ARTICLE VIII

Lessor shall have the right to relocate Lessee to another premises at any time during the term of this Lease provided the following conditions are met:

- a) The substitute facility must have the same or comparable improvements, including but not limited to paving, lighting and pavement marking.
- b) There must be the same number of parking spaces as provided for in this lease.
- c) The new premises may not be more than two blocks in any direction from the premises described in this Lease.
- d) Lessor shall prepare the substitute facility for occupation by Lessee in advance so that Lessee will not experience any disruption in access to and use of parking spaces provided by this Lease. Lessor shall give Lessee 60 days advance written notice of its intent to relocate Lessee. The notice shall identify the location of the proposed substitute facility and give Lessee access to those premises for the purpose of determining whether Lessor has satisfied

all of the conditions recited in this paragraph. Lessee shall move to the new location on the date indicated in Lessor's notice unless Lessor fails to meet the conditions recited in this paragraph. Except as to the premises, all of the terms and provisions of this Lease will remain in full force and effect and shall apply equally to the new premises, including the amount of rent, in the event Lessor exercises the option to relocate Lessee.

ARTICLE IX

Lessor agrees that Lessee shall have the right to terminate this agreement or any extended term thereof and vacate the leased premises by giving to Lessor not less than ninety (90) days written notice of its intention to do so.

ARTICLE X

The covenants and agreements contained in this Agreement shall apply to and inure to the benefit of and be binding upon the Lessor and Lessee and upon their successors in interest, assigns and heirs.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to this Agreement the date and year first above written.

CITY OF BLOOMINGTON (Lessor)

BY: \_\_\_\_\_  
Steve Stockton, Mayor

ATTEST:

\_\_\_\_\_  
Tracy Covert, City Clerk

COUNTY OF McLEAN (Lessee)

BY: \_\_\_\_\_  
Michael F Sweeney  
Chairman, McLean County Board

ATTEST:

\_\_\_\_\_  
Peggy Ann Milton, McLean County Clerk

Y:\2005 Parking Lease with Bloomington