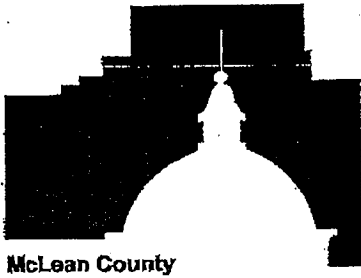




Property Committee Agenda
Room 400, Government Center
Thursday, June 4, 2009
3:45 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – May 7, 2009
3. Departmental Matters:
 - A. Mike Steffa, Director, Parks and Recreation Department
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Tractor/Loader Lease Agreement between McLean County Department of Parks and Recreation and Central Illinois Ag 1-4
 - 2) Items to be Presented for Information:
 - a) General Report 5
 - b) Other
 - B. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of Second Amendment to Intergovernmental Agreement between the Public Building Commission and the County of McLean 6-7
 - b) Request Approval of Lease Agreement between The County of McLean and the Child Support Enforcement Division of the McLean County State's Attorneys Office 8-20
 - c) Request Approval of Lease Agreement for an ATM Machine at the Government Center 21-23
 - 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



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

TO: Honorable Chairman and Members, Property Committee

FROM: Michael J. Steffa, Director of Parks and Recreation

DATE: 05/28/09

RE: Tractor/Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 2 year lease, minimum 400 hours per year, and a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader for one unit. The most recent quotations received for loader lease are as follows:

Annual Lease Cost

Central Illinois Ag	\$3500.00	& \$10.00 for ea. hr. over 400
Martin Bros. Implement Co.	\$4299.00	& \$10.00 for ea. hr. over 400
Cross Implement Inc.	\$4300.00	& \$10.00 for ea. hr. over 400
Kuhn's Equipment	\$7020.69	NA
Birkey's Farm Store		declined to submit proposal
Stoller International, Inc.		declined to submit proposal

All tractors included in proposals met specifications.

I would like to recommend the approval of a 2 year lease agreement with Central Illinois Ag for a single tractor/end loader at \$3,500.00 annually for a 2 year lease period. This unit has a quick release loader attachment system which allows for multiple-use.

In the 2 year lease agreement, the vendor is required to replace the unit with a new unit at the end of the first year of lease. The two year agreement will guarantee budget stability for the next 2 years and reward the vendor for providing a competitive proposal.



RENTAL CONTRACT

CENTRAL ILLINOIS AG, PO BOX 506, ATLANTA, IL 61723, HEREINAFTER CALLED LESSOR, AND McLEAN COUNTY DEPARTMENT OF PARKS AND REC, HEREINAFTER CALLED LESSEE.

EQUIPMENT:

Case IH JX 80 Tractor with Loader per County Specs
400 hours per year, \$10 per hour excess hour charge

PAYMENT TERMS:

\$3500 paid Annually for a total of \$7000
Invoice to be issued by Lessor for Annual payment upon initiation of agreement and upon initiation of 2nd year of lease. Payment NET 30 upon receipt by Lessee. Lessor shall provide new tractor/loader at initiation of 2nd year.
Said Value of Equipment is \$41,500

LEASE DATES:

Start Date of Lease shall be July 1, 2009
End Date of Lease shall be June 30, 2011

Customer is responsible for proof of insurance on said equipment.

No alteration or modification of this lease is valid unless in writing and signed by all parties hereto. Lessee acknowledges receipt of a signed copy hereof.

All Terms and Conditions stated in this contract in witness whereof, the parties hereto have on the day and year first above written hereunto set their hands and seals.

By signing this lease, lessee agrees to the terms and conditions set forth on the face and contract hereof. Any different or additional terms, whether written or otherwise are hereby objected to and shall have NO legal force or applicability whatsoever.

LESSEE McLEAN COUNTY
DEPT. OF PARKS & REC.

Accepted and Approved

By _____

LESSOR Clay W. Ha - CENTRAL IL. AG.

Witness _____

By _____

Date _____

Atlanta
200 Sharon St., P.O. Box 506
Atlanta, IL 61723
Ph: 217-648-2307
Ph: 800-762-2325
Fax: 217-648-5065

Clinton
Rt. 10 East, P.O. Box 437
Clinton, IL 61727
Ph: 217-935-8373
Ph: 800-362-3866
Fax: 217-935-3410

Farmer City
792 US 150 East, P.O. Box 288
Farmer City, IL 61842
Ph: 309-928-2154
Ph: 800-334-8942
Fax: 309-928-2249

Mason City
130 S. Tonica
Mason City, IL 62664
Ph: 217-482-9760
Fax: 217-482-9761



General Conditions

1. Rental rates shall apply for entire time equipment is away from Lessor's place of business regardless of weather, but not for lost time due to mechanical failure, unless caused by Lessess's or his agents or servants.
2. The Lessee agrees to pay the Lessor for all loss and damages to the equipment arising from and cause whatsoever that may occur during the life of the lease, normal wear and tear excluded. It is agreed by the parties hereto that the value as hereinbefore stated is hereby accepted as the true value and shall be used in case of arbitration or adjustment. In making such adjustment it is understood that no rentals theretofore paid or due shall apply to the payment of such loss. It is further understood and agreed that in making any adjustment for loss or damages to equipment, Lessee shall be credited with the amount of insurance payment received by Lessor under insurance policies, if an insurance recovery is affected thereunder.
3. Lessee shall be liable for all expenses, personal injury and property damages and claims arising out of its possession, operation or transportation of the equipment herein described, and shall hold Lessor and its assigns harmless therefrom.
4. Less shall be responsible for and shall bear the expense of all fuel, lubrication, and maintenance for each item of equipment. Lessor undertakes no obligation with respect to repairs or replacement of parts, attachments, accessories or equipment, except pursuant to written warranty as provided in paragraph 9 of this lease. Lessee shall, at its expense, at all times during the term hereof, maintain each item of equipment in good operating order, repair and appearance and shall lubricate and practice preventative maintenance at regular intervals as suggested in manufacturer's service manual. Lessee agrees to maintain said equipment in the same condition as when delivered to it by Lessor, usual and ordinary wear and tear excepted. Lessee agrees that in effecting maintenance and repairs, it will have such work performed only by qualified persons.
5. Lessee agrees that the equipment shall be used solely in the conduct of Lessee's business and within the Lessee's possession and under its control, that said equipment is to be used solely by the Lessee or his employees and for the purpose for which it was intended, that said equipment will be operated only by competent employees of Lessee and shall not be used beyond its normal capacity.
6. The Lessee shall have no right to sub-lease the said equipment nor remove it from the County and State specified in this contract with out the written consent of the Lessor.

Atlanta

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Atlanta, IL 61723
Ph: 217-648-2307
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Fax: 217-648-5065

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7. Title to the equipment shall at all times vested in the Lessor unless transferred to the Lessee through sale. The Lessee shall give Lessor immediate notice of any levy attempted upon said equipment, or if said equipment from any cause becomes liable to seizure, and to indemnify Lessor against all loss and damages caused by any such action.

8. Lessee acknowledges that each item of equipment is of a size, design and capacity selected by Lessee and that the same is suitable for Lessee's intended purpose.

LESSOR'S SOLE AND EXCLUSIVE WARRANTY IS AS FOLLOWS: LESSOR WARRANTS TO LESSEE THAT THE EQUIPMENT COVERED BY THIS LEASE WILL BE DELIVERED TO THE LESSEE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHEN USED UNDER PROPER AND NORMAL CONDITIONS. SHOULD ANY FAILURE TO CONFORM TO THE ABOVE SOLE AND EXCLUSIVE WARRANTY APPEAR DURING THE TERM OF THIS LEASE, AND PROVIDED NO SUCH DEFECTS ARE IN ANY WAY ATTRIBUTABLE TO THE FAULT OF THE LESSEE, LESSOR WILL REPAIR OR REPLACE THE EQUIPMENT;. THE FOREGOING WARRANTY SHALL NOT APPLY TO DAMAGE OR DEFECTS CAUSED BY ORDINARY WEAR AND TEAR. THE RECEIPT AND ACCEPTANCE BY THE LESSEE OF THE EQUIPMENT SHALL CONSTITUTE ACKNOWLEDGEMENT THAT THE EQUIPMENT IS IN GOOD, SAFE AND SERVICABLE CONDITION, AND FIT FOR USE, UNLESS LESSEE MAKES A CLAIM TO THE CONTRARY TO LESSOR WITHIN THIRTY (30) DAYS AFTER RECEIPT OF EQUIPMENT.

Atlanta

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Ph: 217-648-2307
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Fax: 217-648-5065

Clinton

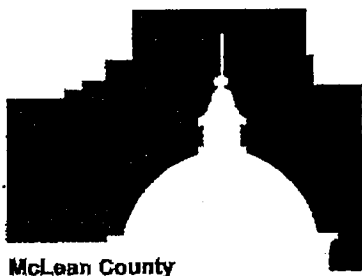
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DEPARTMENT OF PARKS AND RECREATION
 (309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov
 13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Michael J. Steffa, Director of Parks and Recreation

DATE: 05/28/09

RE: General Report

Parks Facility Usage – YTD as of 05/28/09

	2009	2008	2007	2006	2005	2004	2003
<u>Camping Nights</u>	1782	1670	1695	1579	1382	1477	1650
<u>Watercraft Registration</u>							
Annual Resident	365	348	448	418	393	343	338
Annual Non-Resident	448	405	588	567	337	238	266
Daily Resident	17	8	22	35	12	17	18
Daily Non-Resident	78	73	107	174	64	81	80
<u>Shelter Reservations</u>							
	32	46	44	41	30	25	31

Hosted Normal Community High School Senior Day – Appr. 400 participants
 Hosted Normal West High School Senior Day- Appr. 350 participants
 Paddling at the Park Kayak Program – 15 participants
 Hosted Aquatic Search/Rescue Exercise – McLean County EMA/K-9
 Hosted 3 fishing tournaments in May

Current Parks based cooperative scientific study programs – ISU Biology Dept.

- 1) ISU Population study on native Turtles (2008 & 2009)
- 2) ISU Prairie Plant Study (on-going)
- 3) ISU Migratory non-game Birds Study- collection site (on-going)

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS SECOND AMENDMENT is made this 15th day of May, 2009 and is an amendment to that certain INTERGOVERNMENTAL AGREEMENT ("Agreement") dated April 25, 2003 and the first amendment thereto dated May 4, 2004 ("1st Amendment") between the Public Building Commission of McLean, Illinois ("PBC") and the County of McLean of the State of Illinois ("County").

WITNESSTH

WHEREAS, pursuant to the terms of the Agreement and the 1st Amendment, the PBC agreed to pay for the restoration of the dome on the old courthouse building in downtown Bloomington; and

WHEREAS, the project was completed at a total cost of \$1,221,394.16; and

WHEREAS, the PBC received \$500,000.00 from the Illinois Department of Natural Resources to apply against the construction costs and received \$226,000.00 from the County of McLean to apply on the project leaving a balance due from the County of McLean of \$495,394.16; and

WHEREAS, pursuant to the 1st Amendment the County agreed to reimburse the PBC the full amount of the unrecovered costs of \$495,394.16 in annual installments over 10 years beginning July 1, 2005 through and including July 1, 2014, and

WHEREAS, the remaining balance due the PBC from the County pursuant to the terms of the 1st Amendment is \$296,298.00; and

WHEREAS, the Law & Justice Center owned by the PBC was severely damaged following an explosion in June 2003 and the County immediately proceeded to undertake the repair of the damaged building and to pay for the same despite its ownership by the PBC and has expended over and above all insurance recovery and litigation settlement the sum of \$564,810.49 and the PBC has agreed to reimburse the County for such unreimbursed expenses to its building the sum of \$296,298.00.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The PBC agrees to reimburse the County the sum of \$296,298.00 as partial and final reimbursement of the County's unreimbursed expense of \$564,810.49 for repairs to the Law & Justice Center following the explosion loss in June 2003.

2. The County agrees to pay the PBC on or before July 1, 2009, as payment in full of all amounts due from the County to the PBC pursuant to the Agreement and 1st Amendment, the sum of \$296,298.00 and from and after said payment, the County shall have no further obligation to the PBC pursuant to the Agreement and 1st Amendment.

IN WITNESS WHEREOF the Parties have set their respective hand by their authorized officers to be effective upon the last date appearing opposite the signature of the authorized officer.

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

BY Robert Reed 5/15/09
Its Chairman Date-

ATTEST:

[Signature]
Its Secretary

COUNTY OF MCLEAN

BY _____
Chairman of the County Board. Date-

ATTEST:

Its County Clerk

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, 2009, and terminate on June 30, 2010.
2. **Rent.**
 - a. Rent shall be \$21,076.56 for 2,476 s.f. of office space, payable in twelve equal monthly installments of \$1,756.38.
 - 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 owner's 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) therefore.

- 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 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.

Page eight

- 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 16th day of June, 2009.

APPROVED:

McLean County States Attorney

COUNTY OF McLEAN

By: _____
William A. Yoder, McLean
County States Attorney

By: _____
Matt Sorenson, Chairman
of the McLean County Board

ATTEST:

By: _____

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



Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Terry L. Lindberg, County Administrator

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

Date: May 20, 2009

Subj: **Bloomington Municipal Credit Union ATM at Government Center**

On July 25, 2005, the County of McLean entered into a two-year agreement with the Bloomington Municipal Credit Union, 602 South Gridley, Bloomington, Illinois for an automatic teller machine (ATM) to be installed and located by BMCU on the north end of the first floor of Government Center. That two year agreement expired on July 31, 2007. A new agreement was entered into by the parties for another two years. That agreement expires on July 31, 2009.

Because County and City of Bloomington offices at Government Center desire that we continue to provide the building with an ATM machine, the attached new ATM Machine Agreement is provided for your kind review and consideration.

The difference between the new agreement and the expiring agreement is the deleting of paying BMCU \$100.00 per month for the ATM. It is now provided to the County at no charge. We will have to pay for the POTTTS line, a \$30.00 per month. This nominal charge is for the special phone line for the ATM. This line already exists.

This agreement has been reviewed by Mr. Pablo Eves, Civil Assistant States Attorney, who he finds it consistent with County requirements for such agreements.

We, therefore, request and recommend approval of the attached agreement to continue this service for members of the public and employees at Government Center.

Thank you.
JEM: enclosure

Cc: Mr. Pablo Eves, Civil Assistant States Attorney

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 continue 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, 2009**, and shall terminate on **July 31, 2011**.
2. BMCU 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 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 be financially responsible for the POTTTS telephone line.
8. COUNTY shall maintain in-house marketing signage at various locations in the building at COUNTY's discretion.
9. 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. BMCU will assess a surcharge fee of \$3.00 per transaction on foreign transactions. All surcharge fees will be retained by BMCU.

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 16th day of June, 2009.

APPROVED:
Bloomington Municipal Credit Union

By: _____
Chief Executive Officer

ATTEST:

By: _____

APPROVED:
County of McLean

BY: _____
Matt Sorensen, Chairman
McLean County Board

ATTEST:

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