



Property Committee Agenda

Room 700, Law and Justice Center

**Thursday, July 1, 2004
3:00 PM**

1. Roll Call
2. Chairman's Approval of Minutes – June 3, 2004
3. Departmental Matters:
 - A. Bill Wasson, Parks and Recreation Department
 - 1) Items to be Presented for Information:
 - a) General Report 1
 - b) Other
 - B. Jack Moody, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of Lease between *Coffee Depot* and the County of McLean – for coffee kiosk in the lobby of the Law and Justice Center 2-15
 - b) Request Approval of bid for moving company to move County Offices slated to relocate to the Government Center during August, 2004. (*Bids to be presented at Meeting.*) 16-24
 - 2) Items to be Presented for Information:
 - a) Status Report on Repair and Renovation of McLean County Museum of History Dome and Roof Areas
 - b) Status Report on Completion Schedule of Government Center

- C. John Zeunik, County Administrator
 - 1) 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

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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: 06/24/04

RE: General Report

Parks Usage – YTD as of 06/24/04

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

Watercraft Registration

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

Boat Rental

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

Shelters Reservations

	51	45	47	48	44	42
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Equine Registrations

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

Additional County Parks Activities

June 3	Wedding @ S.H. West Co. Park		
June 10	Fishing Clinic Assistance at Miller Park		
June 10 –11	Historical Re-enactment:	Attendance	700
June 11-26	Cub Scout Day Camp	Participants	520
June 19	Beach Blow-out Activity	Attendance	200
June 19	Fishing Tournament at Evergreen Lake		
June 23	Bloomington P/R Day Camp	Participants	92
June 26	Canoe Trip on Mackinaw	Participants	18



McLean County

Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309)888-5450

RECEIVED

JUN 24 2004

Facilities Mgt. Div.

June 24, 2004

Mr. Jack Moody
Facilities Management
McLean County Law and Justice Center
104 West Front Street
Bloomington, IL 61701

Re: Proposed Coffee Kiosk - L&J Lobby

Dear Mr. Moody:

This Department has received and approved plans for the above-referenced establishment.

The McLean County Food Permit will not be issued, however, until construction is complete, equipment installed and all final inspections have been conducted by the City of Bloomington and this Department.

If you have any questions regarding this matter, please contact Mr. Larry Carius, our Food Program Supervisor at (309) 888-5482.

This Department appreciates your assistance and involvement with this plan review process.

Very truly yours,

A handwritten signature in black ink that reads "John M. Hirsch". The signature is written in a cursive style.

John M. Hirsch
Director of Environmental Health

cc: Mr. & Mrs. Kevin Crutcher

JMH:LC:pc

LDC-0401-LJK



109 EAST OLIVE
P.O. BOX 3157
BLOOMINGTON, IL 61702-3157
FOR HEARING IMPAIRED
TTY 309/829-5115

RECEIVED

JUN 25 2004

Facilities Mgt. Div.

June 24, 2004

To Whom It May Concern:

The Coffee Depot, LLC has completed the necessary work to have a licensed plumbing professional install a fixed water line (with hot and cold water) and a drain located in the lobby of the McLean County Law and Justice Center to operate their business. In addition, The Coffee Depot, LLC has requested and received, a variance not requiring them to install a grease trap for their business. This decision was based on a review of the menu items being sold. In the future, should the menu items change, a grease trap may need to be installed and a further review by our department will be required.

Sincerely,

Gary Hinderliter
City of Bloomington Plumbing Inspector

Planning and Code Enforcement
Building Safety Division
Phone 309/434-2226
Fax 309/434-2857

Engineering & Water Department
Phone 309/434-2225
Fax 309/434-2201

AGREEMENT

Between

The County of McLean

as Landlord,

and

The Coffee Depot, LLC

as Tenant,

for

Retail Coffee-Kiosk Space Located in the Lobby of the
McLean County Law and Justice Center
104 West Front Street, Bloomington, Illinois

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Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and *The Coffee Depot*, LLC, owned by Mr. Kevin Crutcher, #8 Blue Lake Court, Bloomington, Illinois, 61704 (hereinafter referred to as "DEPOT") as Tenant, agree to enter into a lease agreement for approximately 200 s.f. of floor space located on the west side of the first floor (lobby) of the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"), for the purpose of operating a coffee-kiosk retail sales operation for the sale of brewed coffee, juices, and related products; and,

WHEREAS, 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 be for one (1) year to commence on the 1st day of August, 2004 and terminate on the 31st day of July, 2005.

Option to Renew Lease: DEPOT shall have the option to renew the lease for an additional 12 (twelve) months by providing COUNTY with a letter stating this intent not later than 120 days prior to the termination of the initial term.

2. **Rent.**
 - a. Rent for the initial term of this agreement to be paid to COUNTY by DEPOT shall be \$150.00 per month for the first six (6) months, then \$250.00 per month for the second six (6) months. All rent payments are due and payable by the first day of each month and shall be mailed or delivered to the below address:

**McLean County Treasurer
McLean County
104 W. Front Street – Room 706
Bloomington, Illinois 61702-2400**

- b. Rent for the second year shall be negotiated between DEPOT and COUNTY should DEPOT exercise the option to renew the lease after the initial term.
3. **Tenant's Use and Operation.** DEPOT shall use the aforementioned leased premises only for the purposes of retail sales of beverages and food items included in the original business plan proposal presented to COUNTY. NO ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD AT ANY TIME. DEPOT shall not use the premises for any unlawful, improper or immoral use, nor for any purposes or in any manner which is in violation of any present or future governmental law or regulation. DEPOT shall, during the term of the lease agreement and during any future terms, continuously use the leased premises for the purposes stated herein.

4. **Normal Hours of Operation:** COUNTY agrees to DEPOT normal hours of operation to be 7:00 a.m. until 1:30 p.m., Monday through Friday. DEPOT understands that on all recognized holidays observed by COUNTY when BUILDING is normally closed, DEPOT will also be closed on those days of the year. Should DEPOT desire to adjust these stated hours of operation, DEPOT shall inform COUNTY, but at no time remain open past the normal closing time of BUILDING. An exception may be made for any special events DEPOT may agree to host, from time to time, as may be requested by COUNTY offices or outside groups permitted by COUNTY to use of BUILDING meeting rooms after hours.
5. **Utilities.** COUNTY shall pay all utilities provided to DEPOT from BUILDING installed utility services. DEPOT shall be responsible for the payment of any phone and data services for the leased premises and all other costs, included but not limited to trash disposal and exterminator service.
6. **Building Common Areas:** DEPOT 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 and shall be limited to the area immediately surrounding the location of DEPOT. Such common areas shall include COUNTY designated areas for the purpose of egress and ingress of DEPOT employees, customers, and delivery of supplies and materials. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue. No bulk storage of supplies shall be permitted on the floor in the lobby outside of the coffee kiosk operation. DEPOT further agrees not to block any natural footpaths of egress or ingress used by employees and members of the public entering and exiting BUILDING.
7. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes unrelated to DEPOT, 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, and 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 DEPOT or its employees or customers. DEPOT shall keep the interior and exterior of leased premises as well as the floor space immediately surrounding DEPOT clean and orderly and in good condition and repair at all times and at its own expense. This includes the immediate clean-up by DEPOT employees of all beverage spills, paper trash, or food droppings anywhere in the lobby as may be caused by DEPOT customers or products. DEPOT shall keep all customer service areas of the leased premises clean at all times and at their own effort and expense. DEPOT shall be responsible for their own custodial needs for clean-up after hours and shall completely remove from BUILDING all trash generated from their operation at the conclusion of each shift.

8. **Parking.** COUNTY shall provide DEPOT no parking stalls at BUILDING and further, DEPOT agrees not to park any employee vehicles or permit customer vehicles to park in the 200 W. Front Street lot adjacent to BUILDING at any time under penalty of removal of said vehicle(s) at owner's expense.

9. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises, once DEPOT occupies the lobby space, 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 BUILDING, with the exception of DEPOT displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease 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 DEPOT certain fixtures, trade fixtures, alterations, and additions to the leased premises which shall be removed by DEPOT at the expiration of this lease or any subsequent lease agreement extensions thereof. The parties hereto may also agree in writing, prior to the installation or construction or any alterations, improvements, or fixtures to the leased premises by DEPOT that DEPOT 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. DEPOT shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

10. **Indemnity Agreement:** DEPOT agrees to indemnify and save and hold harmless COUNTY (including its officials, agents, and employees) and the McLean County Public Building Commission, hereinafter referred to as "PBC", (including its officials, agents, and employees), from any loss, liability, claim, action, damages, or costs that may be incurred arising out of or in any way connected with this undertaking, whether or not it arises out of the acts or omissions on the part of DEPOT.

11. **Insurance Requirements:**
 - a. **Property Insurance:** For the entire term of this agreement, or any extensions thereof, DEPOT shall be responsible for obtaining and maintaining the applicable policies for protecting DEPOT against loss or damages to its own furnishings, equipment, personal property in or on the leased premises, and for business income loss. COUNTY and PBC will not reimburse DEPOT for loss of business income. DEPOT will look to its own policies of insurance for reimbursement. COUNTY and PBC will maintain property insurance for their own interests as dictated by their contractual relationship on ownership and tenancy of BUILDING.

- b. **Liability Insurance:** DEPOT shall, during the entire term thereof and any subsequent lease agreement extensions, keep in full force a policy of General Liability Insurance with respect to the leased premises and the business operated By DEPOT in the leased premises, and in which the limits of liability shall be as follows:
1. Bodily Injury limits of not less than \$1,000,000.00 per occurrence/aggregate;
 2. Personal Injury limits of not less than \$1,000,000.00 per occurrence/aggregate;
 3. Property Damage limits of not less than \$1,000,000.00 per occurrence/aggregate; and
 4. Products and Completed Operations limits of not less than \$100,000.00 per occurrence/aggregate.
 5. COUNTY and PBC shall be named as Additional Insureds in all policies of liability insurance maintained pursuant to this provision.
 6. Insurance carriers shall be admitted to do business in the state of Illinois.
- c. **Added Risk.** DEPOT shall also pay for any resultant increases in insurance rates for COUNTY and/or PBC on BUILDING as a result of added risks attributable to this undertaking in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from DEPOT's business. DEPOT's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after DEPOT is given written request for same. COUNTY and PBC shall bill DEPOT without notice or negotiation for any rate increases.
12. **Loss of Revenue:** Neither COUNTY nor the PBC shall be responsible for loss of revenue of DEPOT in the event that BUILDING is closed for any reason or is rendered unoccupiable, whether or not said closing is the result of actions or inactions taken or not taken by the COUNTY or the PBC, including but not limited to acts of God, weather conditions, epidemic, landslide, lightning, tornado, earthquake, fire, explosion, flood or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance, or other similar occurrence that may have a material adverse effect.
13. **Conduct.** DEPOT shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy other tenants or occupants of BUILDING, or adjacent buildings.
14. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice by DEPOT shall be permitted on the outside of BUILDING.

15. **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 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.

16. **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 or any subsequent lease agreement extensions thereof, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

17. **Hazardous Material.**
 - a. **Prohibition.** DEPOT 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 any 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.** DEPOT 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 DEPOT, its agents, employees, invitees, clients, or licensees, or by the negligence of DEPOT, its agents, employees, invitees, clients, or licensees,
 - (i) DEPOT shall immediately notify COUNTY of the event;
 - (ii) DEPOT shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) DEPOT shall remediate and clean up the leased premises to COUNTY's satisfaction;

- (iv) DEPOT shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) DEPOT shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY and the PBC from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
18. **Survival.** DEPOT expressly covenants and agrees that the duties, obligations, and liabilities of DEPOT under the preceding paragraph 17(a) and 17(b) shall survive the termination of this lease, and are binding upon DEPOT and its successors and assigns.
19. **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 DEPOT to carry on its business in a manner comparable to which it has become accustomed, then this lease agreement shall continue, but the obligation to pay rent on the part of DEPOT 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 DEPOT, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or DEPOT to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor DEPOT shall have any right in or to any award made to the other by the condemning authority.
20. **Destruction.** Except as otherwise provided in this lease agreement, 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 DEPOT 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 eighty (180) 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 DEPOT shall have the right to terminate this lease agreement, or any extensions thereof.

Page seven

21. **Insolvency.** Neither this lease agreement 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 DEPOT shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of DEPOT shall be appointed by reason of DEPOT's insolvency or inability to pay its debts, or if any assignment shall be made of DEPOT's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any lease agreement extensions thereof, and all rights of DEPOT hereunder, by giving DEPOT notice in writing of the election of COUNTY to so terminate.

22. **Assignment and Subletting.** DEPOT shall not assign or in any manner transfer this lease or any estate or interest herein without the express written prior consent of COUNTY.

23. **Default.** If DEPOT shall fail to make any payment of rent 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 DEPOT is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if DEPOT shall abandon or vacate the premises during the term of this lease agreement, or if DEPOT 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 DEPOT, have any one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity.
 - a. Terminate this lease agreement, 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 DEPOT during the balance of the term of this lease agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by DEPOT to COUNTY.

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

 - c. Have specific performance of DEPOT obligations.

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

If to COUNTY:

Office of the County Administrator
McLean County
P.O. Box 2400
Bloomington, Illinois 61702-2400

With copies to:

Director Facilities Management
McLean County Law and Justice Center, Room 101
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to DEPOT:

Mr. Kevin Crutcher
#8 Blue Lake Court
Bloomington, Illinois 61704

27. **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.
28. **Compliances:** DEPOT agrees to comply, during the term of this lease and any subsequent lease extensions thereof, with all applicable McLean County Health Department codes and regulations and to maintain in good-standing a Health Department food permit at all times. Failure to maintain in good standing the required Health Department food permit shall constitute breach of contract after ten days of any notice to comply issued from the McLean County Health Department. Further, DEPOT agrees to comply with all City of Bloomington Building Code and Enforcement Department applicable codes and regulations pursuant to this undertaking as may be required by the City of Bloomington, and requirements of the McLean County Facilities Management Department.
29. **Partial Invalidity.** If any term or condition of this lease agreement, 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 agreement, 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 agreement shall be valid and be enforced to the fullest extent permitted by law.

24. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease or any lease agreement extension thereof, DEPOT shall:
- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph nine (9) of this lease agreement, 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 DEPOT's cost and expense, remove from the property all signs, symbols, and trademarks pertaining to DEPOT's business and repair any damage caused by such removal.
 - (iv) DEPOT agrees to attend a walk-through "punchlist" inspection tour to be conducted by COUNTY at the termination of the lease and after all property owned by DEPOT has been removed by DEPOT, for purposes of cataloging and assessing costs of any damage to BUILDING and leased premises caused by DEPOT.
- b. If DEPOT shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so at its option and recover its costs for so doing. COUNTY may, without notice, dispose of any property of DEPOT which remains in the leased premises in any manner that COUNTY shall choose without incurring liability to DEPOT or to any other person. The failure of DEPOT to remove any property from the leased premises shall forever bar DEPOT from bringing any action or asserting any liability against COUNTY with respect to such property.

25. **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 DEPOT 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 DEPOT.

26. **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:

30. **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 same terms and condition herein specified, so far as applicable.
31. **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 DEPOT unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
32. **Right to Terminate.** Notwithstanding any other provision of this lease agreement to the contrary, either party shall have the right to terminate this lease agreement during the initial term or any subsequent term by giving at least thirty (30) days prior written notice of termination to the other party, by abiding by paragraph 26, page eight (8) of this agreement pertaining to all notices.
33. **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 lease agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 20th day of July, 2004.

APPROVED:

THE COFFEE DEPOT, LLC

By: Mr. Kevin Crutcher
Mr. Kevin Crutcher, Co-Owner

Mr. Frank Laesch, Co-Owner

McLEAN COUNTY

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

Coffee Kiosk Lease.Doc

**Request for Proposals for Professional Moving Services for the
Relocation of Selected McLean County Offices from the McLean
County Law and Justice Center and Other Buildings to
Government Center, Bloomington, Illinois**

The County of McLean, a body corporate and politic, hereinafter referred to as "COUNTY", shall accept sealed-bid proposals from qualified, licensed professional moving companies, hereinafter referred to as "MOVERS", to move the entire department operations of selected McLean County offices now located in the McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois, to Government Center, 115 E. Washington Street, Bloomington, Illinois, hereinafter referred to as "BUILDING". BUILDING will ultimately occupy McLean County offices and City of Bloomington offices once current remodeling is completed. An existing tenant is on the third floor.

Scope of Project: The below list of COUNTY offices now located at the McLean County Law and Justice Center will be relocating to BUILDING on prescribed weekend dates in August 2004. All moves will begin at 4:30 p.m. on Fridays and shall be completed by 5:00 p.m. on Sunday evenings. Therefore, this project is only for weekend move date activity according to the schedule which appears on page two of this bid.

See Bid Submission Form, Bid Proposal "A".

<u>County Office:</u>	<u>From Law and Justice Center Current Location:</u>	<u>To Government Center New Location:</u>
County Administration	7 th Floor	4 th Floor
County Information Services	7 th Floor	2 nd Floor
County Clerk	7 th Floor	1 st Floor
County Supervisor of Assessments	7 th Floor	1 st Floor
County Treasurer	7 th Floor	Mezzanine
County Building & Zoning	7 th Floor	Mezzanine
County Recorder of Deeds	7 th Floor	Mezzanine
County Board Room	7 th Floor	4 th Floor
County Auditor	6 th Floor	4 th Floor
County Risk Management	1 st Floor	
County Facilities Management	Basement	Basement

1. The 3rd floor at BUILDING is occupied by a tenant (National City Bank) and no County offices will be relocated to that floor.
2. The McLean County Regional Planning Commission, currently located on the first floor of the Illinois House, 211 W. Jefferson, Bloomington, Illinois will be relocating to the Mezzanine level of BUILDING during separate moves and dates. **This shall be a separate bid. See Bid Submission Form, Bid Proposal "B".**
3. Various City of Bloomington offices currently located at City Hall will be relocating to BUILDING during separate moves and dates. **The City will arrange for their own moves.**

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4. The City of Bloomington Board of Election Commissioners, currently located at the McLean County Health Department Building, 200 W. Front Street, Bloomington, Illinois, will be relocating to 4th floor of BUILDING during separate moves and dates. **This will be a separate bid. See Bid Submission Form, Bid Proposal "C".**

Relocation Move-Date Schedules: (all moves to begin at 4:30 p.m. on Fridays and conclude by 5:00 p.m. on Sundays)

Master Move Schedule for Bid Proposal "A":

Friday, August 6, 2004, to Sunday, August 8, 2004:

County offices to be relocated to BUILDING are:

1. McLean County Information Services
2. McLean County Facilities Management

Friday, August 13, 2004, to Sunday, August 15, 2004:

County offices to be relocated to BUILDING are:

1. McLean County Treasurer
2. McLean County Clerk
3. McLean County Supervisor of Assessments
4. McLean County Administration and Board Room

Friday, August 20, 2004, to Sunday, August 22, 2004:

County offices to be relocated to BUILDING are:

1. McLean County Auditor
2. McLean County Risk Management
3. McLean County Building & Zoning

Friday, August 27, 2004, to Sunday, August 29, 2004:

1. McLean County Recorder of Deeds

Master Move Schedule for Bid Proposal "B":

Friday, August 20, 2004, to Sunday, August 22, 2004:

1. City of Bloomington Board of Election Commissioners
(from the McLean County Health Department, 200 W. Front Street, Bloomington, Illinois to BUILDING.)

Master Move Schedule for Bid Proposal "C":

Friday, August 27, 2004, to Sunday, August 29, 2004:

1. McLean County Regional Planning Commission
(from first floor Illinois House Building, 211 W. Jefferson Street, Bloomington, Illinois to BUILDING)

Master Move Schedule for Bid Proposal "C":

Friday, August 27, 2004, to Sunday, August 29, 2004:

1. McLean County Regional Planning Commission
(from first floor Illinois House Building, 211 W. Jefferson Street to BUILDING)

Extent of Moves: Awarded mover shall relocate all office materials, furniture, files, boxes, supplies, and other office equipment from the current County office location which may also involve stored items found in other locations in the Law and Justice Center. Some County office materials are currently stored in basement storeroom locations at the Law and Justice Center. Those items will be identified by the County office and included in the inventory and the bid proposal submission.

Mandatory Pre-Bid Conference and Tour: A **mandatory** pre-bid conference and tour of all County offices to be relocated to BUILDING is scheduled for **Friday, June 18, 2004, at 9:00 a.m. in Room 703, McLean County Law and Justice Center, 104 W. Front Street, Bloomington, Illinois,** at which time all interested bidders shall:

- A. Be toured through all COUNTY offices scheduled for relocation to BUILDING.
- B. Be given the opportunity to ask questions regarding the bid and the bid process.
- C. Be toured through BUILDING to inspect the new office locations and delivery environments.
- D. Prepare their own inventory of all items and materials to be relocated from the Law and Justice Center to BUILDING. (If additional time is needed on other dates to complete the inventory, this is acceptable to COUNTY but it must be scheduled.)
- E. Prepare their bid for the complete set-up and installation of all furniture and materials into the new office locations in BUILDING.
- F. Review all existing conditions at the Law and Justice Center and BUILDING for moving COUNTY offices.
(Note: On scheduled move dates it will be permissible to park the moving trucks in the entrance lane of the McLean County Health Department building located adjacent to the west side of the Law and Justice Center. At BUILDING, it will be permissible to park moving trucks either at the sidewalk elevator located on the south side of BUILDING on Front Street, or in the alley on the west side of BUILDING near this sidewalk elevator location. All building elevators in both buildings may be used by awarded mover.) **Please allow 2-3 hours for this meeting and all tours.**

MOVERS Qualifications, Prior Experience, and References: The submitted proposal shall contain a listing of at list five (5) prior clients with whom MOVER has experience in moving similar large office facilities within the past two (2) years. This list shall include the complete client name, address, phone number, and a contact name of these prior clients. By submission of a bid proposal, MOVER hereby grants permission to COUNTY to contact these references as part of the qualifications review process of the proposal.

Non-Affiliation Clause: By submission of a bid proposal, MOVER hereby declares that 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 in this undertaking pursuant to **Illinois Compiled Statutes, 50 ILCS 105/3, et. seq.**

Hold Harmless Provision: By submission of a bid proposal MOVER agrees to save and hold harmless COUNTY (including its officials, agents, and employees) from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs 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 other way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY for any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its officials, agents, and employees.

Boxes: MOVER shall include in their proposal the use of approximately 2000 boxes. COUNTY prefers that the boxes be "on loan" for the use of COUNTY offices to box-up their own materials ahead of each move, then at the conclusion of each move the boxes can be given to the next set of COUNTY offices for their use for their move date, or be given back to awarded MOVER.

Copiers: All photocopiers will be moved by professional photocopier companies. Therefore, all photocopiers will be moved "by others".

Insurance Provisions: Awarded MOVER hereby agrees to provide COUNTY the following minimum insurance for this project:

- A. Comprehensive General Liability Bodily Insurance, Personal Injury, and Property Damage CSL per occurrence of at least \$2,000,000.00.
- B. Trucker's or Auto Liability Insurance with \$2,000,000.00 CSL per occurrence for Bodily Injury and Property Damage for all owned, leased, or non-owned autos and trailers.
- C. Statutory Worker's Compensation Insurance in accordance with Illinois law.
- D. Employer's Liability Insurance coverage with no less than \$1,000,000.00 limits per occurrence.

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- E. Minimum limits may be met through a combination of excess or umbrella and primary liability insurance policies.
- F. Submission of a Certificate of Insurance evidencing such insurance coverages prior to project commencement.
- G. All insurance companies shall be licensed and admitted in the state of Illinois to do business and shall be in an acceptable form to COUNTY
- H. COUNTY shall be listed as an "ADDITIONAL INSURED" on all liability policies.
- I. Awarded MOVER shall furnish COUNTY with an Accord Certificate certifying that the above required insurance coverages are in effect prior to the moves. The insurance certificate shall certify that no material alteration, modification, or termination of such coverage shall be effective without at least thirty (30) days advance written notice to COUNTY.
- J. Awarded MOVER's insurance shall be considered primary and not excess to any other applicable insurance and should have all rights of recovery against COUNTY for any injuries to persons or damage to property in the execution of the work to be performed by awarded MOVER.

Two-Wheel Dollies and Flat-Bed Dollies: Awarded MOVER shall furnish their own two-wheeled dollies and flat-bed dollies in sufficient quantities and any other needed moving equipment necessary to avoid delays in waiting for moving equipment and for all other necessary aspects of the moves.

Security and Safety of all COUNTY Records: Due to the nature and irreplaceable value and confidentiality of all COUNTY records being moved, awarded MOVER shall be responsible during the moves for the safety, security, and protection of all COUNTY files, records, books, boxes, materials, and all COUNTY items during each move. At no time shall these records be left unattended in either building, on the trucks, sidewalks, elevators, or any other location until the records are safely delivered to the new COUNTY office at BUILDING. COUNTY shall provide assistance, when opportune, to help guard these documents and records, however, awarded MOVER shall be responsible for these records and documents ensuring they arrive safely, are undamaged, and the full inventory of all moved materials is achieved upon delivery to each new office at BUILDING. (Note: Photocopiers will be moved by others.)

MOVER's Employees: Due to the nature of COUNTY records, documents, and all materials being moved, awarded MOVER shall ensure that all MOVER's employees to be used for this project have no criminal records. COUNTY shall be supplied with the complete list of names, dates of birth, and driver's license numbers of all MOVER's employees prior to the move dates in order to perform a full police background check. This police background check shall be at no cost to awarded MOVER. Any awarded MOVER's employee who fails the police background check will not be permitted on this project.

Do No Damage: Awarded MOVER shall agree to do no damage to any COUNTY owned and operated property during the course of the moves and further agrees to pay COUNTY for any damage and resultant repairs (including parts and labor) should any damage be discovered to COUNTY property, equipment, records, or furnishings, as a result of MOVERS. This includes, but is not limited to, any damage to the following COUNTY property: its buildings, grounds, parking areas, landscape areas, curbs, sidewalks, ramps, entrance doors, walls, flooring surfaces, utility services, building structural integrity, elevators, and MOVER further agrees to not disrupt any COUNTY operations during the course of the moves and to not block any natural footpaths of ingress and egress at either building. Cost of repair(s) shall be calculated by COUNTY, shall not be negotiable, and shall be binding upon the awarded MOVER, and shall be deducted from the invoice if full cost of repairs does not exceed the invoice costs. Should cost of full repairs exceed the invoice cost, awarded MOVER shall pay the difference within ten (10) days of invoice by COUNTY to awarded MOVER. Awarded MOVER agrees to immediately notify COUNTY Facilities Management if any damage is done to COUNTY property by MOVER's employees during the course of all moves.

Deadline for Proposals: The deadline for submission of all proposals is **Friday, June 25, 2004, at 2:00 p.m.** (prevailing time) at which time a public bid opening will commence immediately in Room 703, Law and Justice Center, 104 W. Front Street, Bloomington, Illinois, for all bid proposals received prior to this stated deadline for the receipt of all bids. No bid will be opened or considered if received after the expiration time for receipt of all bids and if BIDDER did not attend the Mandatory Pre-Bid Conference and Tours. Bids shall be single proposals and shall contain no qualifications or interlineations.

Acceptance of Proposals: In accordance with Illinois law governing the award of bids, COUNTY reserves the right to accept or reject any or all proposals for any reason and to award this project to a single firm as deemed most beneficial to COUNTY.

Submission of a Bid Proposal: Bid proposals shall be prepared and submitted on the bid forms contained herein and mailed to COUNTY in a sealed envelope and marked in prominent letters on the lower left-hand corner on the outside of the envelope, "**Bid Proposal for Moves to Government Center**". If proposal is mailed to COUNTY it shall be received by COUNTY prior to the stated expiration time for the receipt of bids. Proposals may be delivered to the public bid opening, if desired by MOVER.

Validity of Bid Proposals: Bid proposals shall be considered valid for a minimum of sixty (60) days from the date of bid opening.

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Interested Firms: Interested firms may obtain a copy of the bid packet by writing Director, Facilities Management, McLean County, 104 W. Front Street, P.O. Box 2400, Bloomington, Illinois 61702-2400, or by calling (309) 888-5192 during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. Deadline for requesting and obtaining a copy of the bid packet is **Friday, June 18, 2004**, the date of the Mandatory Pre-Bid Conference and Tour.

Bid Submission Form

From:

Contact Name: _____

Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

FAX Number: _____

E.mail address: _____

Illinois Professional License Number of Firm: _____

To:

To Whom It May Concern:

We have received and completely reviewed the Request for Proposals for the scheduled relocations of COUNTY offices from the McLean County Law and Justice Center to Government Center, a distance of approximately one block on the same street, and in our submission of this bid proposal, our firm hereby agrees to the below, if awarded on the basis of our bid proposal:

1. To hold our bid proposal valid for a minimum of sixty (60) days from the date of the bid opening.
2. To enter into and execute a contract if awarded this project.
3. To furnish all required insurance documents and a copy of our professional movers license, and names of all employees to be used on this project prior to commencement of the project, if awarded on the basis of our bid.
4. To attend the Mandatory Pre-Bid Conference and Tours of all buildings.
5. To furnish as attachments to this bid proposal the required references.
6. That the person submitted this bid proposal is qualified or has been granted authority to submit this bid by the MOVER's company.

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7. That this Request for Proposals shall be considered a part of any contract between COUNTY and awarded MOVER.

_____, a licensed professional moving company located in _____, Illinois, hereby submits bid proposals listed below:

Bid Proposal "A": (To move the entire contents of all COUNTY offices identified in the bid packet on the scheduled move dates identified.) \$ _____

The cost of the use of 2000 boxes will be \$ _____. (Please briefly explain the arrangement for the use of the boxes on the lines below. See page 4 of this packet.)

Bid Proposal "B": (To move the entire offices and contents of the McLean County Regional Planning Commission to the Mezzanine of BUILDING). \$ _____

Bid Proposal "C": (To move the entire offices and contents of the City of Bloomington Board of Election Commissioners to the 4th floor of BUILDING). \$ _____

Signature of Corporate Officer of MOVER: _____

Printed Name of Corporate Officer of MOVER: _____

Date of Proposal: _____

Movers '04.doc