



Property Committee Agenda
Room 400, Government Center
Thursday, June 5, 2008
3:45 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – May 1, 2008
3. Departmental Matters:
 - A. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of Mutual Release Agreement between McLean County and Mr. Kevin Crutcher of Coffee Depot, LLC 1-3
 - b) Request Approval of Lease Agreement between McLean County and Virgil Hovar for Coffee Depot, LLC 4-16
 - c) Request Approval of Courts Sound System Bid for Law and Justice Center 17-19
 - 2) Items to be Presented for Information:
 - a) Status of Phase 2 Repairs at the Old Courthouse
 - b) Status of Remodeling at Law and Justice Center
 - c) Status of Construction of New Garage at County Highway
 - d) General Report
 - e) Other
 - B. Mike Steffa, Acting Director, Parks and Recreation Department
 - 1) Items to be Presented for Information:
 - a) General Report 20
 - b) Other
4. Other Business and Communications
5. Recommend Payment of Bills and Transfers, if any, to County Board
6. Adjournment



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. John M. Zeunik, County Administrator

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

Date: May 28, 2008

Subj: **Coffee Depot, LLC**

Mr. Kevin Crutcher, owner of Coffee Depot, LLC, a tenant who has been operating a small coffee shop kiosk in the lobby of the Law and Justice Center, has informed the County that he is selling his business to Mr. Vigil Hovar. Mr. Hovar owns and operates the Fusion Brew coffee shop located in Normal, Illinois.

I have met with Mr. Hovar and discussed his purchase of Coffee Depot. I have explained how the lease works, hours of operation, and restrictions and limitations on what can and cannot be sold. Mr. Hovar wants the purchase to become effective July 1, 2008. The current lease with Mr. Crutcher expires July 31, 2008. It is mutually beneficial to the current owner and the buyer of Coffee Depot to permit this sale and transfer of ownership to go forth with an effective date of July 1, 2008.

Mr. Eric T. Ruud, First Assistant States Attorney, has drafted a Mutual Release Agreement between McLean County and Mr. Crutcher to permit the final month of the current lease to be vacated. We have written a new lease for Mr. Hovar, the new owner of Coffee Depot, to begin July 1, 2008, and continue for two years. Both of these documents are attached for your kind review and approval.

Mr. Virgil Hovar desires to appear before the Property Committee on Thursday, June 5, 2008, to introduce himself and explain how he plans to operate Coffee Depot.

Facilities Management supports the sale of Coffee Depot to Mr. Hovar as the new tenant. We will be pleased to answer any questions you might have at the June Property Committee meeting.

Thank you.

enclosures

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement is made and entered into by Kevin Crutcher, owner of The Coffee Depot, LLC on behalf of itself, its agents, officers, representatives, employees, and assigns (collectively referred to as "Depot") and the County of McLean, a body corporate and politic, on behalf of itself, its officers, officials, directors, employees, agents and assigns (collectively referred to as "County").

WHEREAS, on June 20, 2006, Depot and the County entered into a lease agreement ("lease agreement") the purpose of which was to allow Depot to lease approximately 200 s.f. of floor space in the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois for retail sales of beverages and food items; and

WHEREAS, said lease agreement is scheduled to terminate on the 31st day of July, 2008; and

WHEREAS, paragraph 32 of said lease agreement provides that either party shall have the right to terminate during the initial term or any subsequent term by giving at least thirty (30) days prior written notice of termination to the other party; and

WHEREAS, Depot and the County mutually desire to terminate said lease agreement one month earlier, to wit: the 30th of June, 2008; and

WHEREAS, each party herein acknowledges that the other party has the right to terminate said lease agreement and each party further acknowledges that it has received at least thirty (30) days prior written notice of termination from the other party.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, it is agreed by and between Depot and the County as follows:

1. Upon execution of this Mutual Release Agreement, Depot and the County agree that the lease agreement shall terminate at **12:00 p.m.** (prevailing time) **on June 30, 2008.**

2. In consideration of the mutual covenants contained herein, Depot and the County do hereby release and forever discharge each other from all claims, debts, actions, causes of action, demands, rights, damages, costs, loss of service, punitive damages, exemplary damages, expenses, attorney fees and compensation whatsoever, dues and obligations of every kind and nature that have accrued, whether known or unknown, from the beginning of time through and including the date of this mutual release agreement pertaining to and/or arising out of the lease agreement.

3. Notwithstanding the provisions set forth in paragraphs 1 and 2 above, Depot and the County agree that the provisions of paragraph 24 of the lease agreement shall survive the termination of the lease agreement and remain in full force and effect.

4. This Mutual Release Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written communications, agreements or proposals between the parties concerning any of the subject matters which comprise this Mutual Release Agreement. This Mutual Release Agreement may not be modified, amended or waived without the express prior written consent of both Depot and the County.

COUNTY OF McLEAN,

THE COFFEE DEPOT, LLC,

BY: _____
Chairman, McLean County Board

BY: _____
Kevin Crutcher

ATTEST:

BY: _____
Frank Laesch

BY: _____
Clerk of the County Board of
McLean County, Illinois

DATED this ____ day of June, 2008.

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. Virgil Hovar, 1007 Elder Street, Bloomington, Illinois, 61701 (hereinafter referred to as "DEPOT") as the new owner and Tenant, agree to continue 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-shop retail sales operation for the sale of fresh brewed coffee, teas, juices, snack foods, 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 two years to commence on the 1st day of July, 2008 and terminate on the 30th day of June, 2010.
2. **Rent.** Rent to be paid to COUNTY during the **first year** of this agreement (July 1, 2008 to June 30, 2009) shall be \$278.51 per month. Rent to be paid to COUNTY during the **second year** of this agreement (July 1, 2009 to June 30, 2010) shall be \$286.87 per month. All monthly rent payments are due and payable by the first day of each month and shall be mailed or delivered to:

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

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.
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.
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:

If to COUNTY:

Office of the County Administrator
McLean County
Government Center, Room 401
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. Virgil Hovar
1007 Elder Street
Bloomington, Illinois 61701

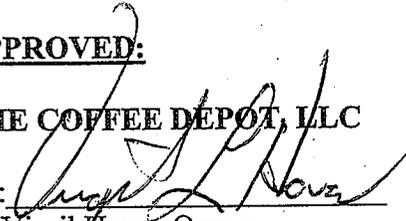
27. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation 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.
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.
34. **Laws of Illinois:** This agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

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 June, 2008.

APPROVED:

THE COFFEE DEPOT, LLC

By: 
Virgil Hovar-Owner

McLEAN COUNTY

By: _____
Matt Sorensen, Chairman
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. John M. Zeunik, County Administrator

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

Date: May 28, 2008

Subj: Sound Systems for Courts Floors, Law and Justice Center

Contained in the Capital Improvement section of the Adopted McLean County FY 2008 budget under Facilities Management is an item entitled "Replace Courtroom Audio Systems" for \$48,304.00. The current Courtroom sound systems on floors three and four were installed when the building opened on December 27, 1976. The fifth floor sound system was installed in August, 1990 when the new additional floors were added to the building. The current sound systems are analog systems that use audiotape cassettes. The new systems will be digital with the ability to interface with a central sound system control.

Mr. Will Scanlon, Court Administrator, and I have been working since the beginning of this year on this project. We jointly developed the bid specifications. Attached please find the bid results for this project. The low bid from Pro Sound Center, Normal, Illinois is \$29,254.72 for replacing the sound systems in all five Courtrooms located on the third floor of the Law and Justice Center.

Because the low bid provides the opportunity to replace the amplifiers in Courtrooms 3A, 3B, and 3D, which were not included in the base bid, we ask that these amps be replaced for a total of \$3,888.00. The total requested project cost, therefore, will be \$33,142.72. Our plans are to budget request new fourth floor sound systems in 2009 and the fifth floor in 2010. Mr. Will Scanlon and I are pleased to answer any questions you may have regarding this project.

Thank you for your kind consideration.

enclosures

OFFICE OF THE CHIEF JUDGE
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb
Chief Judge

William Scanlon
Trial Court Administrator
Kay Mitchell
Administrative Assistant



Law & Justice Center
104 W. Front Street RM 511
Bloomington, IL 61701
(309) 888-5254
(309) 888-5266 (TCA)
(309) 888-5602 FAX

Counties of:
Ford, Livingston, Logan,
McLean, and Woodford

May 21, 2008

TO: McLean County Property Committee
Jack Moody, Facilities Manager

FROM: William J. Scanlon 

RE: FY 2008 Proposal to Replace 3rd Floor Courtroom Sound Systems

Attached is a comparison of two bids received by this office regarding the replacement of the courtroom sound systems on the third floor of the Law & Justice Center.

The five (5) courtroom sound systems on the third floor of the Law & Justice Center were originally installed when the building was constructed (circa 1976) and have been repaired or had portions of the system replaced since then. Currently, only two of the courtroom sound systems are fully operational, and there are scattered problems with the microphones, amplifiers, and public address systems in most of the courtrooms.

Equipment connectors in several courtrooms are broken or have been patched. With the exception of the microphones in three of the courtrooms, which were repaired in 1998, the mixer, speakers and amplifier are original equipment and the manufacturer of each component does not offer repair or replacement parts.

The Circuit Court voted unanimously to request funds for FY 2008 to replace all sound equipment on the third floor, and Chief Judge Elizabeth Robb asks that this project be approved to solve the problems associated with the equipment listed above.

I will appear with Mr. Moody at the June 5th Committee meeting to discuss the specifics of the bids and answer any questions the committee may have.

**2008 McLean County Circuit Court
Courtroom Sound Bid Comparison**

| | |
|---|--|
| Thompson's Electronics 905 South Bosch Road Peoria, IL 61607 (309) 697-2277 Contact: Carl Howell | Pro Sound Center 1540 E. College Avenue Normal, IL 61761 (309) 888-4500 Contact: Tim Durham |
| Ceiling Speakers – (4) Atlas LUH-15T | Ceiling Speakers – (5) Atlas LUH-15T |
| Tile Bridges (4) Atlas | Tile Bridges (5) Atlas |
| Baffles (4) Atlas | Baffles (5) Atlas |
| Wireless Desk Microphone (2) Shure SLX24 / Beta87 | Wireless Desk Microphone (2) Shure MX 412D/S |
| Desktop stands (2) Atlas | Desktop stands (2) Shure |
| Gooseneck Microphone (2) Shure 18" Cardioid | Gooseneck Microphone (2) Shure MX 418D/S |
| Audio Mixer / Amplifier (1) Crown 180 MA | Audio Mixer / Amplifier (1) Shure SCM268 (keep existing equipment in 3A, 3B and 3D, new mixers in 3C and 3E – Shure SCM268 and Peavey UA35T II) |
| Cables – Included | Cables – included |
| Surge Protector – Included | Surge Protector – included |
| Labor – Included | Labor – included |
| Connectors – Included | Connectors – included |
| Freight - Included | Freight – included |
| Subtotal per Courtrooms 3A, 3B, 3C and 3D - \$9300.00 per courtroom (\$37,200.00) + 3E - \$9050.00 = \$46,250.00 | Subtotal per Courtroom 3A, 3B and 3D - \$3569.81 (\$10,685.43) + 3C - \$3884.45 + \$3585.00 = \$18,178.88 |
| Infrared Assistive Listening System | Infrared Assistive Listening System |
| Subtotal ALS per courtroom – Four unit system - \$2250.00 (serves all four courtrooms) | Subtotal ALS per courtroom \$2768.96 per courtroom (\$11,075.84) |
| TOTAL: \$48,250.00 | TOTAL: \$29,254.72 (\$33,142.72 with addendum) |

Addendum: Add three additional amplifiers to the Pro Sound bid for courtrooms 3A, 3B and 3D - \$1296.00 each (\$3,888.00).



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: Bill Wasson, Director of Parks and Recreation

DATE: 05/26/08

RE: General Report

Parks Facility Usage – YTD as of 05/26/08

| | 2008 | 2007 | 2006 | 2005 | 2004 | 2003 | 2002 |
|--------------------------------|------|------|------|------|------|------|------|
| <u>Camping Nights</u> | 1670 | 1695 | 1579 | 1382 | 1477 | 1650 | 1390 |
| <u>Watercraft Registration</u> | | | | | | | |
| Annual Resident | 348 | 448 | 418 | 393 | 343 | 338 | 425 |
| Annual Non-Resident | 405 | 588 | 567 | 337 | 238 | 266 | 372 |
| Daily Resident | 8 | 22 | 35 | 12 | 17 | 18 | 29 |
| Daily Non-Resident | 73 | 107 | 174 | 64 | 81 | 80 | 76 |
| <u>Shelter Reservations</u> | | | | | | | |
| | 46 | 44 | 41 | 30 | 25 | 31 | 26 |

Hosted Normal Community High School Senior Day – Appr. 400 participants
 Hosted Normal West High School Senior Day- Appr. 350 participants
 Hardchargers Orienteering & Land Navigation Program – Appr. 100 participants
 Hosted Aquatic Search/Rescue Exercise w/MC Sheriff's Dept., MCEMA, Lake
 Bloomington Police, Hudson Police, Hudson Fire Dept., IDNR- Appr 75 part.
 Hosted 4 fishing tournaments in May

Current Parks based cooperative scientific study programs

- 1) INHS on Bass Catch/Release Survival rates (2008)
- 2) ISU Population study on native Turtles (2008)
- 3) ISU Prairie Plant Study (on-going)
- 4) ISU Migratory non-game Birds Study- collection site (on-going)