



EXECUTIVE COMMITTEE AGENDA
Room 700, Law and Justice Center

Tuesday, July 13, 2004

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – June 8, 2004
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

None
 - b) APPOINTMENTS:

T.B. Care and Treatment Board
Rebecca Sue Powell
21 Bent Tree lane
Towanda, IL 61776
Appointed to a three year term
scheduled to expire on June 30, 2007

Chenoa Fire Protection District
Donald Augsburger
31865 N. 2480 East Road
Chenoa, IL 61726
Appointed to the remainder of a
Three-year term scheduled to expire
On April 30, 2006

c) RESIGNATIONS:

T.B. Care and Treatment Board
Barb Nathan
407 East Vernon
Normal, IL 61761

Chenoa Fire Protection District
Mark Heins
RR #1
Chenoa, IL 61726

- d) Request for Approval of Consulting
Services Agreement with Integrity Solutions
for Documentation of Circuit Clerk's Civil
System (Gavel) – Information
Services 1-9

- 2) Items to be Presented for Information:
a) Information Services General Report 10
b) General Report
c) Other

B. Property Committee – Chairman Bostic

- 1) Items to be Presented to the Board:
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 – Facilities Management 11-25
b) Request Approval of Bid for moving
County Offices slated to relocate to the
Government Center during August, 2004 –
Facilities Management
c) General Report
d) Other

C. Transportation Committee – Chairman Bass
(Committee Scheduled to meet on Tuesday,
July 13, 2004 at 8:00 a.m.)

- 1) Items to be Presented to the Board:
 - a) Request Approval of Letting Results from July 07, 2004 for Township Projects
 - b) Request Approval of Jurisdictional Transfer – Ireland Grove Road
 - c) Request Approval of Resolution for Improvement Stanford Road (CH 59) – Sec 04-00122-03-RS
 - d) Request Approval of Resolution for Improvement Danvers – Carlock Road (CH 53) – Sec 03-00148-02-AS
 - e) Request Approval of Bridge Petition – 2004 Saybrook Joint Culvert
 - f) General Report
 - g) Other

D. Finance Committee – Chairman Sorensen

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Ordinance of the McLean County Board Amending the Fiscal Year 2004 Combined Appropriation and Budget Ordinance for Fund 0103 – WIC Fund – Health Department 26-27
- 2) Items to be Presented to the Board:
 - a) Request Approval of a Resolution Amending the FTE Position Resolution Associated with an Ordinance to amend the FY 2004 McLean County Combined Appropriation and Budget Ordinance for Fund 0103 – Health Department 28
 - b) General Report
 - c) Other

E. Justice Committee – Chairman Renner

- 1) Items to be Presented to the Board:
 - a) General Report
 - b) Other

F. Land Use and Development Committee – Chairman Gordon

- 1) Items to be Presented to the Board:
 - a) Request by Cloud Family Partnership, Skade Family Limited Partnership, Paul

Kroger and Kelley Sibert for a waiver of preliminary plan requirements and a one lot final subdivision plat for the D. Darrah Subdivision, File No. S-04-10

- b) Request by Brookside Farms, which is owned by Harry and Harbor Hall, for approval of a preliminary plan, provided a road agreement is reached between the developer and the Bloomington Township Road Commissioner, for the Crestwicke South Subdivision First Addition, File No. S-04-08
- c) General Report
- d) Other

G. Report of the County Administrator

- 1) Items to be Presented for Information:
 - a) General Report
 - b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702 P.O. Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval
of Consulting Services for
Documentation of Circuit Clerk's Civil System (Gavel)**

To the Honorable Members of the Executive Committee and the McLean County Board:

Please find attached a fixed price contract for professional consulting services provided by Integrity Solutions (formerly Bloomington Computer Services). The work to be performed is an analysis and mapping of the current Civil System used within the office of the Circuit Clerk. This is a necessary step in enabling McLean County to finish converting the Circuit Clerk's office to EJS from the obsolete legacy system currently in use.

Information Services requires assistance in the mapping and conversion of the data held within this system. The price for the work which includes several deliverables which fully document the systems is \$19,040.

The monies are currently budgeted in the FY 2003 budget.

Information Services respectfully requests the approval of the attached work order.

I'll be happy to answer any questions you may have.

Respectfully submitted,

Craig Nelson
Director, Information Services.



McLean County Law & Justice Scope of Work

Gavel System Data Mapping and Documentation Project

Client Information

Account:

Address:

104 W. Front Street Room 702
Bloomington, Il. 61702

Contact:

Craig Nelson

Phone:

888-5101

Fax:

Email:

Craig@McLean.gov

Alt. Contact:

Alt. Phone:

Directions:

Integrity Technology Solutions Contacts

	Name	Phone	Email
Business Development Mgr.:	Shannon Gerwick	664-8121	sgerwick@integrityts.com
Inside Account Manager	Shannon Gerwick	664-8121	sgerwick@integrityts.com
Technical Contact:	Aaron Reese	664-8164	areese@integrityts.com



Business & Technology Project Goals

The ultimate goal of the Gavel Data Mapping and Documentation project is to develop a data translation utility that will extract records from the MicroFocus COBOL based Gavel system to a comma delimited format that will be importable into the Aegis system.

Summary Description

The first step in this project, which is defined in this scope of work, is to prepare documentation on the existing system. This documentation will be used in future project steps to develop the data translation utility.

Project Scope

The deliverables for this project will include the following reports and diagrams in written and electronic forms:

1. Gavel file system map (includes drives, directories, and files)
2. Data files used by Gavel system
3. Data file references by source file
4. Source file references by data file
5. Data dictionary by data file (including primary key definitions)
6. Entity relationship diagram for Gavel system

This list comprehensively represents all deliverables for this project step.

Timeline

August 2004 - October 2004

Please notify the Integrity Technology Solutions IAM of any concerns with these dates.

Project Approach

Gavel source code files (Microfocus COBOL) will be analyzed to develop the deliverables listed above.



Client Tasks

The following items are requested to be completed prior to or during the course of the project so that Integrity Technology Solutions can provide the best service possible for this project.

Client Tasks	Completed By
Provide access to any available Gavel documentation.	
Supply a working copy of the Gavel system.	
Supply a working copy of the Gavel development environment, including source code.	
Provide ongoing feedback as necessary regarding the project process and project deliverables.	
Provide access to Gavel system expert as needed.	
Validate project outputs on an ongoing basis.	

By my signature below, I attest that all requirements outlined above for this project have been or will be completed prior to project start. If any of these prerequisites have not been fully met, a Change Order may be required that could affect project costs and/or timelines.

Client Signature of Completion:

X _____

Date _____

Critical Success Factors

- Supplied source code must be actual code used to compile production Gavel system.

Project Outline

1. Develop high level map of Gavel LAN environment including drive letters and application entry point.
2. Enumerate data files utilized by Gavel system.
3. Enumerate source files used to compile Gavel system.
4. Analyze source code files to determine physical file name to logical file mappings using information found in "Environment Division, Input-output section" and "Data Division, File Section."
5. Analyze source code files to determine file and field relationships using information found in "Working-Storage Section" of source code files and through available data file utilities.
6. Review initial analysis with client.
7. Prepare project deliverables.
8. Review deliverables with client and refine if needed.

INTEGRITY

TECHNOLOGY SOLUTIONS

AGREEMENT

THIS AGREEMENT is made this 7th day of July, 2004, by and between INTEGRITY TECHNOLOGY SOLUTIONS, INC., an Illinois corporation (hereafter called "Integrity"), and McLean County Law & Justice Center] (hereafter called "Client").

Witnesseth:

WHEREAS, Integrity is engaged in the providing of computer services, including but not limited to the development of websites, consulting services and network services, and

WHEREAS, Client has requested Integrity to perform certain services for it as more fully described hereafter in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter made, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. **Services to be Performed:** Integrity agrees to provide certain services to Client which services are specifically described in the Scope of Work, attached hereto and made a part hereof as Exhibit "A." No changes will be made to the Scope of Work unless they are in writing in the form of a Change Order supplied by Integrity and signed by both parties. Charges for these services provided under a Change Order will be billed to Client on a Time and Materials basis as described in the Change Order.
2. **Duties of Client:** Prior to the commencement of the performance of the services to be provided by Integrity as described in the Scope of Work, Client shall complete all work as specifically described in "Client Requirements" which are listed in the Scope of Work. Integrity will be under no obligation to perform any of the services referenced in this Agreement until the work described in "Client Requirements" has been accomplished.
3. **Acceptance of Services:** The services required to be performed hereunder shall be subject to Client's written acceptance. However, if Client has not rejected such services within thirty (30) days after completion, acceptance by Client shall be deemed to have been given.
4. **Charges:** Client shall pay Integrity for its performance of the services described in the Bill of Parts and Services attached hereto as ATTACHMENT - A. Integrity will invoice Client for said services on a periodic basis during the term of this Agreement. Client shall pay to Integrity the amounts invoiced within thirty (30) days of the invoice date. Client shall pay a late payment charge of 1.5 (1.5%) percent per month on all invoices that are past due.
5. **Warranties:** Integrity warrants the services performed pursuant to this Agreement for a period of sixty (60) days after acceptance of the services by Client. Warranty work performed by Integrity within this warranty period will be at no charge to Client. This warranty shall be the only warranty made by Integrity, and is in lieu of all other warranties including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. No oral or written information or advice given by Integrity, its agents, or employee shall create a warranty upon which Client is entitled to rely.
6. **Term of Agreement:** The term of this Agreement shall commence on the date first written above and, unless terminated as hereafter provided, shall remain in full force and effect until the acceptance of the services by Client or the expiration of 30 days, whichever first occurs.
7. **Termination of Agreement:** This Agreement may be terminated by either party, if:
 - a. The other party is in default of any provision of this Agreement and such default is not cured within thirty (30) days after written notice thereof is given; or
 - b. The other party becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

In the event of termination of this Agreement, Integrity may:

- c. declare all amounts owed to it to be immediately due and payable;
- d. enter Client's premises and repossess all supplies, consumables and other items supplied by Integrity hereunder; and
- e. cease performance of all services to have been performed hereunder without liability to Client.

INTEGRITY

TECHNOLOGY SOLUTIONS

The foregoing rights and remedies afforded to Integrity hereunder shall be cumulative and in addition to all other rights and remedies available to Integrity in law and in equity.

8. **Limitation of Liability:** In no event shall Integrity be liable to Client for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, even if Integrity has been advised of the possibility thereof. Integrity's liability to Client hereunder, if any, shall in no event exceed the total amount paid to Integrity hereunder by Client.
9. **Delay:** Neither party shall be liable for any delays or failure in the performance of services if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond the reasonable control of the party seeking to exercise such delays or failures.
10. **Confidentiality Requirement:**
 - a. The services to be rendered by Integrity to Client under this Agreement are of a special, unique and extraordinary character and, in connection with the providing of such services, Client will have access to confidential information vital to Integrity's business. As a result, Client consents and agrees that it will keep all such information in strictest confidence during the term of this Agreement and for a period of five (5) years after the execution of this Agreement
 - b. As a result of the services to be rendered by Integrity to Client, Integrity will have access to confidential information which is vital to Client's business. Integrity therefore consents and agrees that it will keep all such information in strictest confidence during the term of this Agreement and for a period of five (5) years after the execution of this Agreement.
11. **Arbitration:** Any controversy, dispute or claim arising out of the interpretation, performance or breach of this Agreement shall be resolved by binding arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. One arbitrator shall be appointed by the American Arbitration Association who shall have a background in computer consulting. The arbitrator shall have authority to assess attorney's fees and costs. The arbitration shall be held in Bloomington, Illinois.
12. **Entire Understanding:** This Agreement represents the entire understanding between the parties in connection with the subject matter hereof and supercedes all prior communications, agreements, and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties.
13. **Agreement to be Binding:** This Agreement shall be binding upon the heirs, successors in interest, and assigns of both parties.
14. **Governing Law:** This Agreement shall be governed by the laws of the State of Illinois.
15. **Soliciting for Hire:** Integrity and Client jointly agree, for the term of this agreement and for a period of twelve (12) months thereafter, that neither will solicit for hire, employees of their respective companies or organizations.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

Integrity Technology Solutions, Inc.

McLean County Law & Justice Center

By: _____

By: _____

Date: _____

Date: _____



Client Acknowledgment of Completed Work

By my signature below, I agree that all of the work for this project has been completed to my satisfaction.

Client Signature of Completion:

X _____

Date _____



816 South Eldorado Road, Suite 4
Bloomington, IL 61704

Gavel Data Documentation

For: **McLean County Law and Justice Center**
Prepared by: Shannon Gerwick, Aaron Reese, Jason Wrage
Date: July 2004

Description	Investment
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Professional Services	\$ 19,040.00
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The ultimate goal of the Gavel Data Documentation project is to develop a data translation utility that will extract records from the MicroFocus COBOL based Gavel system to a comma delimited format that will be importable into the Aegis system.

The first step in this project is to prepare documentation on the existing system. The deliverables for this project will include the following reports and diagrams in written and electronic forms:

1. Gavel file system map (includes drives, directories, and files)
2. Data files used by Gavel system
3. Data file references by source file
4. Source file references by data file
5. Data dictionary by data file (including primary key definitions)
6. Entity relationship diagram for Gavel system

Approximately 136 work hours will be required to produce these deliverables. The hourly rate for this project will be \$140. A 10% discount has been applied to the base rate of \$155 / hour based on the number of hours estimated for this phase of the project. Please note that this estimate does not include the development of the actual conversion utility. Completing the Gavel documentation will be necessary prior to developing an estimate for the conversion utility. Based on the complexity of this project we are recommending time & materials billing.

Total Investment:	<u>\$ 19,040.00</u>
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Client Acceptance (date)

Shannon Gerwick
(309) 664-8121
sgerwick@integrityts.com

Please sign and fax back to 309-662-6421



McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Information Services Status Report
July 13, 2004**

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues addressed by Information Services since my last report in June.

General Administration:

Beginning Printer/Copier needs evaluation for bidding.
Held pre-bid meeting for the SAN bid for the Recorder's office.
Worked on 2005 Budget.

Hardware/Network

Finished transfer of Metcom to Windows 2003 Exchange Server.
Implement 2003 in Metcom, Health and Adult Court Services
Ordered, received and configured PC shipment for offices moving to Government Center.
All new high speed lines are in at Highway, Nursing Home, Animal Control and Comlara.
Working with contractors and Verizon to prepare for the move to Government Center.
Installing new Norton product with content and spam filtering.

Programming/Database/Web

Provided on-site support to Tazewell County.
Working on updating web with new office location information for Government Center.
Held first review of the Northrop Grumman code.
Began installation of new Property Tax System.

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Services



RECEIVED

JUN 24 2004

Facilities Mgt. Div.

Health Department

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

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 cursive script that reads "John M. Hirsch".

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

June 24, 2004

RECEIVED

JUN 25 2004

Facilities Mgt. Div.

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

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.

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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
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.

- 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

McLEAN COUNTY

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

By: _____
Chairman, McLean County Board

Mr. Frank Laesch, Co-Owner

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

FY2004 FTE and Budget Amendment for Fund 0103
Narrative

The McLean County Health Department has been notified by the Illinois Department of Human Services that the WIC Grant has been increased by an annualized amount of \$56,700 for SFY2005 which runs from July 1, 2004 through June 30, 2005. A portion of those additional funds will be utilized in the second half of the County FY2004. The increase in the award is based on increased caseload in the WIC program from a base of 2,132 to 2,356 clients, an incentive payment for early entry into WIC of \$23,545 and an additional \$20,000 for continuation of the Outreach Breastfeeding Promotion Initiative.

The additional \$24,900 that will be projected to be expended by 12/31/04 will be used to hire one full-time OSS I position and increase the hours for part-time OSS I staff to fill in on Saturday clinics. The amendment also includes resources for the purchase of a desk for the new employee, additional file cabinets to accommodate increased caseload files, ongoing telephone expense and minor educational and operational supplies for the program.

An Ordinance of the McLean County Board
Amending the 2004 Combined
Appropriation and Budget Ordinance for Fund 0103

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2004 appropriation in Fund 0103 Women, Infants, and Children (WIC) program, and the Board of Health and Finance Committee concurs; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue lines 0407-0031 WIC Grant - in Fund 0103, Department 0061, Program 0062, by \$24,900 from \$280,500 to \$305,400.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0503-0001	Full Time Employees	\$198,246	\$10,823	\$209,069
0515-0001	Part-Time Employees	\$ 17,335	\$ 2,165	\$ 19,500
0599-0001	County IMRF Contrib.	\$ 13,780	\$ 687	\$ 14,467
0599-0002	Employee Medical/Life Ins.	\$ 19,684	\$ 1,400	\$ 21,084
0599-0003	Social Security Contrib.	\$ 16,387	\$ 994	\$ 17,381
0612-0003	Educational Materials	\$ 1,500	\$ 1,000	\$ 2,500
0621-0001	Operational Supplies	\$ 2,140	\$ 431	\$ 2,571
0795-0003	Telephone	\$ 9,800	\$ 800	\$ 10,600
0832-0001	Furn./Equipment	\$ 0	\$ 6,600	\$ 6,600
TOTALS:		\$278,872	\$24,900	\$303,772

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this _____ day of _____, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney Chairman of the
McLean County Board

A Resolution Amending the Fiscal Year 2004 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2004 McLean County Combined Appropriation and Budget Ordinance for Fund 0103.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 18, 2003 which became effective on January 1, 2004; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with additional funding from the Illinois Department of Human Services for the WIC program based upon increased caseload from 2,132 to 2,356;

Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual		Now	New
				FTE	Months		
Increase	0103-0061	0062	0503-0011	1.0	6.0	1.63	2.13
Increase	0103-0061	0062	0515-0011	0.2	6.0	.00	.10

This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this _____ day of _____ 2004.

APPROVED

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

adm\budg\04WICFTE