

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

July 27, 2004

*Subject to approval at  
August 17, 2004  
County Board Meeting*



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**July 27, 2004**

The McLean County Board met on Tuesday, July 27, 2004 at 9:04 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Dean and was followed by the Pledge of Allegiance.

**The following Members answered to roll call:**

Members Don Cavallini, Rick Dean, George Gordon, Stan Hoselton, Chris Kalapp, Duane Moss, Robert Nuckolls, Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, and Michael Sweeney.

**The following Member was absent:**

Ann Harding

**Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed. No requests were made at this time.

The Consent Agenda read as follows:

1. Consent Agenda:
  - A. Approval of the Proceedings of the County Board, June 15, 2004
  - B. County Highway Department – Jack Mitchell, County Engineer
    - 1) Request Approval of Letting Results from July 07, 2004 for Township Projects
    - 2) Request Approval of Resolution for Improvement Stanford Road (CH 59) – Sec 04-00122-03-RS
    - 3) Request Approval of Resolution for Improvement Danvers-Carlock Road (CH 53) -- Sec 03-00148-02-AS
  - C. Building and Zoning – Phil Dick, Director
    - 1) Zoning Cases:
      - a) Approve the application of Rae Ann Heeren in case SU-04-01, parcel numbers (25) 28-22-200-015 and 28-23-100-22. She is requesting a special use to allow a single-family residence in the Agriculture District on land undesirable for agricultural uses – a special use was previously approved on the property in case 01-16-S and has since expired; and is located in Randolph Township immediately north of 450 North Road and approximately ½ mile east of 1550 East Road.
      - b) Approve the application of Linda J. Stroh in case SU-04-13, parcel number (15) 30-02-400-004. She is requesting a special use to allow a public stable accessory to a single-family residence in the Agriculture District on property which is located in Empire Township at 28758 E 700 North Road, LeRoy, IL.
      - c) Approve the application of Jeffrey Convery in case SU-04-14, parcel number (22) 08-02-351-008. He is requesting a special use to allow a single-family residence in the Agriculture District on land undesirable for agricultural uses – a special use was previously approved on the property in case 00-15-S and has since expired; on property which is located in Money Creek Township immediately west of 2225 East Road and 900 feet north of County Highway 8 (P.J. Keller Highway).

d) Approve the application of John Heinlen in case SU-04-15, parcel number (25) 35-08-100-02-351-001. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses – a special use was previously approved on the property in case 03-46-S and will expire on August 19, 2004; and is located in Randolph Township immediately north of 100 North Road and approximately 1/8 mile northeast of 1300 East Road.

e) Approve the application of Amy O'Connell, in case SU-04-16, parcel no. (21) 17-27-200-004. She is requesting a special use to allow a public stable accessory to a single family residence in the Agriculture District on property which is located in Martin Township at 33527 E 1600 North Road, Colfax, IL.

2) Subdivision Case:

a) Approve the Ordinance of Approval of Final Plat for the Cloud Family Partnership, Skade Family Limited Partnership, Paul Kroger and Kelley Sibert, and Approve a waiver of preliminary plan requirements and a one lot final subdivision plat for the D. Darrah Subdivision, File No. S-04-10. The property is located in Anchor Township at 15968 N 3800 East Road, Say brook, IL.

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

1) Property Committee:

a) Request Approval of Bid Received from Federal Johnson Moving and Storage for Professional Moving Services for the Relocation of Selected McLean County Offices from the McLean County Law and Justice Center and Other Buildings to Government Center, Bloomington, Illinois – Facilities Management

F. Chairman's Appointments with the Advice and Consent of the County Board:

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 Augsburg  
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

G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on July 13, 2004 for a letting held on July 7, 2004 for Four (4) Township Construction Section, and

WHEREAS, the Transportation Committee duly approved the bids on July 13, 2004.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following Contracts:

2004 CONSTRUCTION SECTION:

**Stark Materials, Bloomington, Illinois, was the successful bidder on the following section:**

Lexington R.D.....Sec. 00-21130-00-BR..... @ \$357,873.00

**Towanda Company, Towanda, Illinois, was the successful bidder on the following section:**

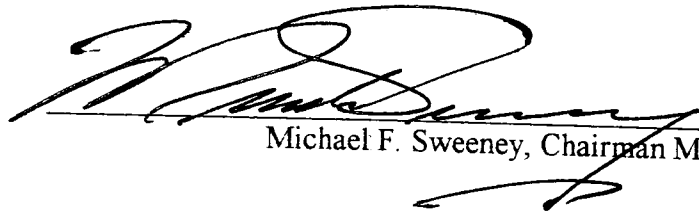
Lexington R.D.....Sec. 02-21130-01-AS - GR 13..... @ \$52,392.00

**Otto Baum Co., Morton, Illinois, was the successful bidder on the following section:**

Old Town R.D.....Sec. 00-26132-00-BR..... @ \$239,672.15

**J. G. Stewart Contractors, Bloomington, Illinois, was the successful bidder on the following section:**

Lexington R.D.....Sec. 2003 Joint Culvert..... @ \$15,979.55

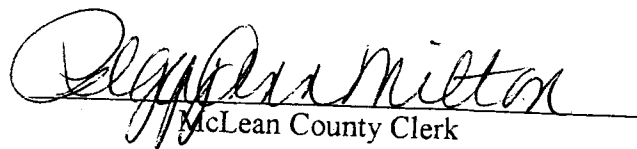
  
Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS        ]  
  ]    SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on July 27, 2004.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 27<sup>th</sup> day of July A.D., 2004.

[SEAL]

  
McLean County Clerk

EXINGTON RD  
EC. 02-21130-01-AS GR 13

ITEM	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID CHECK TOTAL	INDIAN CREEK UNIT PRICE	INDIAN CREEK TOTAL	TOWANDA CO. BID CHECK TOTAL	CRANE TRUCKING UNIT PRICE	CRANE TRUCKING TOTAL
Aggregate Surface Course, Type B On Road	5.900 Ton	11.00	\$64,900.00	\$72,393.00	\$0.00	\$0.00	\$52,392.00	\$0.00	\$0.00
			\$64,900.00	\$72,393.00		\$0.00	\$52,392.00		\$0.00
				11.55%		-100.00%	-19.27%		-100.00%

ITEM	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	CARRIE SCHARF BID CHECK TOTAL	LIMESTONE TRANSIT UNIT PRICE	LIMESTONE TRANSIT TOTAL	HANSEN BID CHECK TOTAL	STARK UNIT PRICE	STARK TOTAL
			\$0.00	\$0.00	\$10.00	\$59,000.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00		\$59,000.00			\$0.00
				-100.00%		-9.09%			-100.00%

ILD TOWN RD  
EC. 00-76132-00-BR

ITEM	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	STARK BID BOND TOTAL	LADD CONSTRUCTION UNIT PRICE	LADD CONSTRUCTION TOTAL	OTTO BAUM BID BOND TOTAL
Channel Excavation	520 Cu Yd	\$16.00	\$8,320.00	\$8.50	\$4,420.00	\$0.00	\$9.00
Removal of Existing Structures	1 Each	\$12,000.00	\$12,000.00	\$9,475.00	\$9,475.00	\$0.00	\$12,000.00
Aggregate Surface Course, Type B	1,765 Ton	\$15.00	\$26,475.00	\$15.00	\$26,475.00	\$0.00	\$13.00
Concrete Superstructure	157.2 Cu Yd	\$700.00	\$110,040.00	\$665.00	\$104,538.00	\$0.00	\$590.00
Protective Coat	295 Sq Yd	\$3.00	\$885.00	\$2.00	\$590.00	\$0.00	\$0.25
Steel Railing, Type S1 (Special)	189 Foot	\$80.00	\$15,120.00	\$72.00	\$13,608.00	\$0.00	\$89.00
Lebars Epoxy Coated	35,720 Pound	\$1.25	\$44,650.00	\$0.90	\$32,148.00	\$0.00	\$0.92
Unfinishing Precast Concrete Piles	670 Foot	\$43.00	\$28,810.00	\$48.00	\$32,160.00	\$0.00	\$36.00
Driving Precast Concrete Piles	670 Foot	\$0.10	\$67.00	\$0.10	\$67.00	\$0.00	\$0.10
Cast Piles Precast Piles	2 Each	\$3,500.00	\$7,000.00	\$3,350.00	\$6,700.00	\$0.00	\$4,500.00
Frame Plates	1 Each	\$300.00	\$300.00	\$200.00	\$200.00	\$0.00	\$290.00
Strip, Special	598 Sq Yd	\$35.00	\$20,930.00	\$31.00	\$18,538.00	\$0.00	\$28.00
Cul Ty 1 (PGCSCP) 18"	220 Foot	\$24.00	\$5,280.00	\$33.00	\$7,260.00	\$0.00	\$28.00
Pipe Drains (PGCSCP) 15"	30 Foot	\$24.00	\$720.00	\$60.00	\$1,800.00	\$0.00	\$38.70
			\$280,597.00	\$257,979.00		\$0.00	\$239,672.15
				-8.06%		-100.00%	-14.58%

EXINGTON RD  
EC. 2003 JOINT CULVERT

ITEM	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	LADD CONSTRUCTION UNIT PRICE	LADD CONSTRUCTION TOTAL	OTTO BAUM UNIT PRICE	OTTO BAUM TOTAL	STARK BID BOND UNIT PRICE	STARK BID BOND TOTAL	J G STEWART UNIT PRICE	J G STEWART TOTAL
Concrete Structures	12.3 Cu Yd	1,200.00	\$14,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,325.00	\$16,297.50	\$1,115.00	\$13,714.50
Reinforcement Bars	1,349 Pound	1.25	\$1,686.25	\$0.00	\$0.00	\$1.60	\$2,158.40	\$1.60	\$2,158.40	\$1.25	\$1,686.25
Galvanized Steel Pipe Grating	15.3 Foot	20.00	\$306.00	\$0.00	\$0.00	\$68.00	\$1,040.40	\$68.00	\$1,040.40	\$37.83	\$578.80
			\$16,752.25	\$0.00	\$0.00	\$0.00	\$19,496.30	\$68.00	\$19,496.30	\$37.83	\$578.80
				-100.00%		-100.00%	16.38%				







**Illinois Department of Transportation**

**McLean County Sec. 04-00122-03-RS  
Resolution for Improvement by County  
Under the Illinois Highway Code**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 59, beginning at a point near The SE corner of the SW 1/4 of Sec. 33 T 23N R 1 W of the 3rd PM (250E @ 800N)

and extending along said route(s) in a(n) Northerly direction to a point near RT 122 In Stanford (250E @ 1100N)

, a distance of approximately 15.970 Ft. (3.02 Miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall Resurfacing with the construction of leveling binder; area reflective crack control treatment; bituminous concrete binder and surface coursed; aggregate shoulders;  
(Describe in general terms)

and shall be designated as Section 04-00122-03-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract

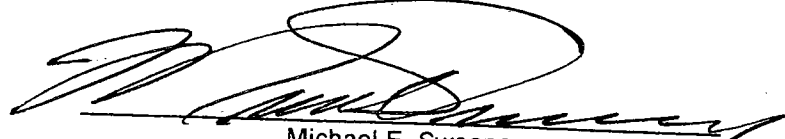
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of

Seven-hundred thousand and 00/100 dollars, ( \$700,000.00 )

from the County's allotment of Motor Fuel Tax Funds and or Matching Fund for the construction of this Improvement; and provide engineering and Right of Way.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to district office of the Department of Transportation.

  
Michael F. Sweeney,  
Chairman, McLean County Board

APPROVED  
  
Date  
  
Department of Transportation  
  
District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular meeting held at Bloomington, IL

on July 27, 2004  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL

in said County, this 27<sup>th</sup> day of July A.D. 2004

(SEAL)  County Clerk



Illinois Department of Transportation

Sec. 03-00148-02-AS
Danvers - Carlock Road
Resolution for Improvement by County
Under the Illinois Highway Code

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 53, beginning at a point near the SE corner of the SW 1/4 of Sec. 14 T24N R1W of the 3rd PM (1700N and 475E)

and extending along said route(s) in a(n) Northerly and then Easterly direction to a point near The SE corner Of the NW 1/4 of Sec. 31, T25N, R1E of the 3rd PM (2050N and 650E)

a distance of approximately 5.04 Miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Be realignment, regrading, drainage, structure replacement, curb and gutter, in Danvers, and aggregate surface course. (Describe in general terms)

and shall be designated as Section 03-00148-02-AS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by by Contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Million, One Hundred Thousand Dollars and 00/100 dollars, (\$1,100,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds for the construction of this improvement and R.O.W. acquisition and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation. Michael F. Sweeney Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular meeting held at Bloomington, IL

on July 20, 2004 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL

in said County, this 20th day of July A.D. 2004

(SEAL)

Peggy Ann Milton County Clerk

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Rae Ann Heeren in case SU-04-01, parcel numbers (25) 28-22-200-015 and 28-23-100-022. She is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses – a special use was previously approved on the property in case 01-16-S and has since expired; this is on property which is part of Sections 22 and 23, Township 22 N, Range 2E of the 3<sup>rd</sup> P.M.; and is located in Randolph Township immediately north of 450 North Road and approximately ½ mile east of 1550 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 7.5 acre property is in timber and grass. The topography is hilly and drains to the south. The property has 616 feet of frontage on the north side of Road 450N, an oil and chip road 18 feet in width.

**SURROUNDING ZONING AND LAND USES** – The surrounding zoning is A-Agriculture District on all sides. The land to the north is a wooded area. The land to the east is used as a single family residence. The land to the south across the road is partially wooded and partially in crop production. The land to the west is in pasture.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 94 out of 125 points. The site assessment score was 105 out of 175 points. The total LESA score was 199 points out of 300. A score below 225 points means the property is of low value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The soil score used for the land evaluation and site assessment is low. The subject site is wooded and not suitable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is part wooded and has poor soils. Nearby property to the south and west that is currently used for crop production will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed residence will be built in a wooded area of the property. Nearby land that is suitable for crop production will continue to be suitable for such.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and a septic system approved by the County Health Department. The property has approximately 616 feet of frontage on the north side of 450 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicant has obtained an entrance permit from the Randolph Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Elble was absent.

Respectfully submitted this 6<sup>th</sup> day of July 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)  
\_\_\_\_\_  
Chair

Sally Rudolph, Chair  
Tony Wheet  
James Finnigan  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Linda J. Stroh in case SU-04-13, parcel number (15) 30-02-400-004. She is requesting a special use to allow a public stable accessory to a single family residence in the Agriculture District on property which is part of Section 2, Township 22N, Range 4E of the 3<sup>rd</sup> P.M.; and is located in Empire Township at 28758 E 700 North Road, LeRoy, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** -The 7.34 acre property is currently occupied by a single family dwelling, barn and pasture. The topography of the property is relatively flat and drains to the southwest. The property has 1130 feet of frontage on the north side of 700 North Road which is an oil and chip road 16 feet in width.

**SURROUNDING ZONING AND LAND USE:** The property is in the Agriculture District and is surrounded by land in the Agriculture District. The land to the north and south is in crop production. A single family residence is located to the east. A single family residence and pasture are located to the west.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to operate a public stable accessory to her residence. The applicant is proposing to have up to a maximum of 12 horses. The applicant wants to provide riding lessons in the future with one trainer.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The public stable will not likely have an adverse affect on the surrounding properties.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant has obtained an approval from the County Health Department for this use. The property has frontage on a public road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrance. The applicant has obtained an entrance approval from the Empire Township Road Commissioner for this use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The Agriculture District is intended to provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial, and industrial areas is most desirable.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow a special use as a public stable accessory to a single family residence in the Agriculture District, provided that the construction and placement follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided one handicap parking space is installed, provided the maximum number of horses maintained on the property is 12 and provided a maximum of one trainer is employed on the property.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Elble was absent.

Respectfully submitted this 6<sup>th</sup> day of July 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)  
\_\_\_\_\_  
Chair

Sally Rudolph, Chair  
Tony Wheat  
James Finnigan  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Jeffrey Convery in case SU-04-14, parcel number (22) 08-02-351-008. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses – a special use was previously approved on the property in case 00-15-S and has since expired; on property which is part of Sec. 2, Township 25N, Range 3E of the 3<sup>rd</sup> P.M.; and is located in Money Creek Township immediately west of 2225 East Road and 900 ft. north of County Highway 8 (P.J. Keller Highway).

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 3.28 acre property is currently in pasture. This property is relatively flat and drains to the southwest. The property has 427 feet of frontage on the west side of 2225 East Road, an oil and chip road 18 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north and east is in crop production. The land to the south and west is used for single family dwellings.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 100 out of 125 points. The site assessment score was 110 out of 175 points. The total LESA score was 210 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is an isolated tract that is not desirable for crop production and has single family residences on two sides
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The dwelling site has not been used for crop production in many years and is undesirable due to the small acreage. Nearby property to the east and west that is currently used for crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is



**Findings and Recommendation**

SU-04-14, Page 2

isolated and not well suited for agricultural uses. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 427 feet of frontage on the west side of 2225 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicant has obtained an entrance permit from the Money Creek Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the land is found to be undesirable for farming.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Elble was absent.

Respectfully submitted this 6<sup>th</sup> day of July 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)

Chair

Sally Rudolph, Chair

Tony Wheet

James Finnigan

David Kinsella

Jerry Hoffman

Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of John Heinlen in case SU-04-15, parcel number (25) 35-08-100-02-351-001. He is requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses – a special use was previously approved on the property in case 03-46-S and will expire on August 19, 2004; on property which is part of Section 8, Township 21 N, Range 2E of the 3<sup>rd</sup> P.M.; and is located in Randolph Township immediately north of 100 North Road and approximately 1/8 mile northeast of 1300 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The five acre property is currently in woods and pasture. This property is gently sloping and drains to the east and north to a creek that runs along the north edge of the property. The property has 320 feet of frontage on the north side of 100 North Road, an oil and chip road 17 feet in width.

**SURROUNDING ZONING AND LAND USE** - The surrounding land is in the A-Agriculture District. The land to the north and south is used for crop production. The land to the east is in part used for pasture, in part a residence and in part is wooded. The land to the west is in pasture.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 87 out of 125 points. The site assessment score was 123 out of 175 points. The total LESA score was 210 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is an isolated tract that is not desirable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is in pasture and has poor soils. Nearby property to the north and to the south that is currently in crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is in

**Findings and Recommendation**  
**SU-04-15, Page 2**

pasture and is not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 320 feet of frontage on the north side of 100 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicant has obtained an entrance permit from the Randolph Township Road Commissioner for the proposed entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Elble was absent.

Respectfully submitted this 6<sup>th</sup> day of July 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)

Chair

Sally Rudolph, Chair  
Tony Wheet  
James Finnigan  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Amy O'Connell, in case SU-04-16, parcel no. (21) 17-27-200-004. She is requesting a special use to allow a public stable accessory to a single family residence in the Agriculture District on property which is part of Section 27, Township 24N, Range 5E of the 3<sup>rd</sup> P.M.; and is located in Martin Township at 33527 E 1600 North Road, Colfax, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 6, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** –The five acre property is currently occupied by a single family dwelling, barn and pasture. The topography of the property is relatively flat and drains to the northwest. The property has 518 feet of frontage on the south side of 1600 North Road which is an oil and chip road 17 feet in width.

**SURROUNDING ZONING AND LAND USE:** The property is in the Agriculture District and is surrounded by land in the Agriculture District that is used for crop production.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant owns and operates Windcrest Farm. The applicant has indicated that this facility is intended to be a boarding facility that will board up to six horses. The applicant claims this facility is also intended to be used by students who want to take lessons on how to ride horses.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The public stable will not likely have an adverse affect on the surrounding properties.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The Public Stable is located on a 5 acre tract that is adjacent to properties that are used for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant has obtained approval from the County Health Department for this use. The property has frontage on a public road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrance. The applicant has obtained an entrance approval from the Martin Township Road Commissioner for this use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The Agriculture District is intended to provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial, and industrial areas is most desirable. A Public Stable is allowed only as a Special Use in the Agriculture District. It is prohibited in all other zoning districts.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow a special use as a public stable accessory to a single family residence in the Agriculture District, provided that the construction and placement follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided one handicap parking space is installed and provided a maximum of eight horses is maintained on the property with a maximum of six horses boarded for other owners.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Elble was absent.

Respectfully submitted this 6<sup>th</sup> day of July 2004, McLean County Zoning Board of Appeals

(Sally Rudolph)  
Chair

Sally Rudolph, Chair  
Tony Wheat  
James Finnigan  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
D. Darrah Subdivision, File S-04-10

WHEREAS, the Cloud Family Partnership, Skade Family Limited Partnership, Paul Kroger and Kelley Sibert have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the D. Darrah Subdivision, file number S-04-10, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, the Cloud Family Partnership, Skade Family Limited Partnership, Paul Kroger and Kelley Sibert have subdivided one lot from their farm property in order to set aside the farm dwelling from the remainder of the farm; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

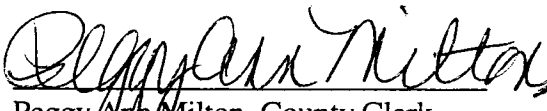
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

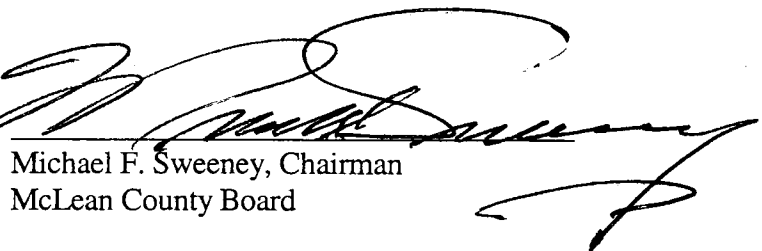
BE IT ORDAINED that the said waiver and final plat for the aforesaid D. Darrah Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 27<sup>th</sup> day of July, 2004

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

**McLean County Department of Building and Zoning**

**SUBDIVISION STAFF REPORT**  
**LAND USE AND DEVELOPMENT COMMITTEE**

**CASE NUMBER S-04-10**

**1. REFERENCE**

- A. Meeting date: July 1, 2004
- B. Subdividers' names: Cloud Family Partnership, Skade Family Limited Partnership, Paul Kroger and Kelley Sibert
- C. Subdivision name: D. Darrah Subdivision

**2. LOCATION AND, LAND USE AND REQUEST:**

- A. Property location: 15968 N 3800 East Road, Say brook, IL 61770 - immediately southwest of the intersection of 1600 North Road and 3800 East Road (County Highway 7)
- B. Township: Anchor Township
- C. Parcel Numbers: Part of 18-29-200-002
- D. Existing zoning: Agriculture District
- E. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the D. Darrah Subdivision – an easement of access is provided through the proposed subdivision to farm buildings that will remain with the farm from the public road
- F. Existing land use: Farm dwelling

**3. DIMENSIONS & REVIEW:**

- A. Size of Parcel: 1.37 acres in area
- B. County Health Department: Recommends approval of the proposed subdivision plat
- C. County Highway Department: The Anchor Township Road Commissioner has signed a plat access certificate for the proposed subdivision. The County Highway Department has reviewed the plat and recommends approval.

Staff recommends that the waiver of preliminary plan requirements and the D. Darrah Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

APPROPRIATION TRANSFER ORDINANCE  
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2004  
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND


WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

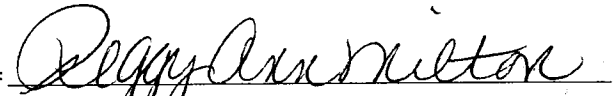
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Executive Committee					
	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES				
	PGM 0047 DATA PROCESSING				
0833 0004	PURCHASE/COMP. SOFTWARE	53,640.00			
0706 0001	CONTRACT SERVICES	8,000.00			
				0750 0004 SOFTWARE LICENSE AGREE	53,640.00-
				0832 0001 PUR.FURNISHINGS/OFF.EQUI	8,000.00-
		61,640.00			61,640.00-
		=====			=====
Justice Committee					
	FUND 0140 DEPARTMENT 0015 CIRCUIT CLERK				
	PGM 0014 AUTOMATION				
0706 0001	CONTRACT SERVICES	7,500.00			
				0833 0004 PURCHASE/COMP. SOFTWARE	7,500.00-
		7,500.00			7,500.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 27TH DAY OF JULY , 2004

  
 \_\_\_\_\_  
 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:   
 \_\_\_\_\_  
 COUNTY CLERK, MCLEAN COUNTY





**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
104 W. Front Street P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

July 21, 2004

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectively recommends approval of the request received from the Director of Facilities Management to award the bid for the move of County offices and departments from the Law and Justice Center to the Government Center to Federal Johnson Moving and Storage, 2021 Eagle Road, Normal, Illinois. Federal Johnson Moving and Storage submitted a bid in the amount of \$32,616.00 plus \$3500.00 for 2000 boxes.

Funds for this purchase were appropriated in the Fiscal Year 2004 adopted budget of the Facilities Management Department, Government Center program.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1  
Stan Heselton  
Don J. Cavallini

District #3  
Michael F. Sweeney  
Diane R. Bostic

District #5  
B.H. "Duffy" Bass  
Sonny Rodgers

District #7  
P.A. "Sue" Berglund  
Bette Rackauskas

District #9  
Chris Kalapp  
Cathy Ahart

District #2  
Matt Sorensen  
Rick Dean

District #4  
Ann Harding  
Duane Moss

District #6  
George J. Gordon  
David F.W. Setzer

District #8  
Paul R. Segobiano  
Tari Renner

District #10  
Benjamin J. Owens  
Bob Nuckolls

RECEIVED

JUL 01 2004

Facilities Mgt. Div.

Page eight

Bid Submission Form

From:

Contact Name: Mark Dunlap

Company Name: Federal Johnson Moving and Storage

Address: 2021 Eagle Rd.

City/State/Zip Code: Normal, IL 61761

Phone: 309-452-6333

FAX Number: 309-452-6455

E.mail address: mark\_dunlap@federalcos.com

Illinois Professional License Number of Firm: IL ICC# 6175

To:

To Whom It May Concern:

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

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

**Page nine**

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

Federal Johnson Moving + Storage a licensed professional moving company located in Normal, Illinois, hereby submits bid proposals listed below:

**Bid Proposal "A":** (To move the entire contents of all COUNTY offices identified in the bid packet on the scheduled move dates identified.) \$ 32,616.00

The cost of the use of 2000 boxes will be \$ 3,500.00. (Please briefly explain the arrangement for the use of the boxes on the lines below. See page 4 of this packet.

Boxes to be delivered prior to the 1st stage of the move and will be recycled by various offices as per County request.

**Bid Proposal "B":** (To move the entire offices and contents of the McLean County Regional Planning Commission to the Mezzanine of BUILDING). \$ 1,520

**Bid Proposal "C":** (To move the entire offices and contents of the City of Bloomington Board of Election Commissioners to the 4<sup>th</sup> floor of BUILDING). \$ 2,280

Signature of Corporate Officer of MOVER: MMDJ

Printed Name of Corporate Officer of MOVER: Mark Dunlap

Date of Proposal: July 1, 2004

Federal Johnson Moving and Storage

References for relocation of McLean County Office Move

1. Country Insurance, Joe Switzer, 309-821-3319
2. AFNI, Walt Norton, 309-828-5226 ext. 3347
3. Lincoln Office, Pam Johnson, 309-693-2444
4. Eureka Vacuums, Michelle Laible, 309-623-5212
5. Orthopedic and Sports Medicine Clinic, Gregg Chadwick, 309-454-1616

**Request for Proposals for Professional Moving Services for the  
 Relocation of Selected McLean County Offices from the McLean  
 County Law and Justice Center and Other Buildings to  
 Government Center, Bloomington, Illinois  
 Bid Tabulation Sheet  
 Thursday, July 1, 2004 at 2:00 p.m.**

<u>Moving Company:</u>	<u>Bid Proposal "A":</u>	<u>Bid Proposal "B":</u>	<u>Bid Proposal "C":</u>	<u>Boxes</u>
<u>Federal Johnson</u>	<u>32,616.00</u>	<u>1520.00</u>	<u>2280.00</u>	<u>3500.00</u>
<u>NORTH AMERICAN</u>	<u>53,285.00</u>	<u>5103.00</u>	<u>6804.00</u>	<u>3000.00</u>

Jack Morley

Chris Colaw

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

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

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

See Bid Submission Form, Bid Proposal "A".

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

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

Page two

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

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

**Master Move Schedule for Bid Proposal "A":**

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

County offices to be relocated to BUILDING are:

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

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

County offices to be relocated to BUILDING are:

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

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

County offices to be relocated to BUILDING are:

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

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

1. McLean County Recorder of Deeds

**Master Move Schedule for Bid Proposal "B":**

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

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

**Master Move Schedule for Bid Proposal "C":**

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

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

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**Master Move Schedule for Bid Proposal "C":**

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

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

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

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

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



Page four

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

**Non-Affiliation Clause:** By submission of a bid proposal, MOVER hereby declares that no member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor in this undertaking pursuant to **Illinois Compiled Statutes, 50 ILCS 105/3, et. seq.**

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

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

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

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

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

Page five

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

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

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

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

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

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

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

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

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

**Page seven**

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

**Bid Submission Form**

**From:**

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX Number: \_\_\_\_\_

E.mail address: \_\_\_\_\_

Illinois Professional License Number of Firm: \_\_\_\_\_

**To:**

To Whom It May Concern:

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Signature of Corporate Officer of MOVER: \_\_\_\_\_

Printed Name of Corporate Officer of MOVER: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Movers '04.doc

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF REBECCA SUE POWELL  
AS A MEMBER OF THE  
T.B. CARE AND TREATMENT BOARD

**WHEREAS**, due to the expiration of term on June 30, 2004 of Barb Nathan as a member of the T.B. Care and Treatment Board, it is advisable to consider an appointment or reappointment to this position; and,


**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of P. A. 86-962 and 55 ILCS 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Rebecca Sue Powell as a member of the T.B.Care and Treatment Board for a three-year term to expire on June 30, 2007 or until a successor shall have been qualified and appointed.

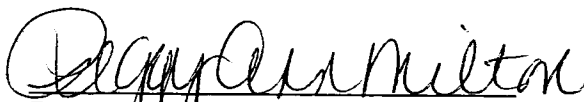
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to Rebecca Sue Powell and the McLean County Health Department.

**ADOPTED** by the County Board of McLean County, Illinois, this 27<sup>th</sup> day of July, 2004.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )     SS

**A RESOLUTION FOR APPOINTMENT OF DONALD AUGSBURGER  
AS A TRUSTEE OF THE  
CHENOA FIRE PROTECTION DISTRICT**

**WHEREAS**, due to the resignation of Mark Heins on July 27, 2004 as a Trustee of the Chenoa Fire Protection District, it is advisable to consider an appointment to this position; and,

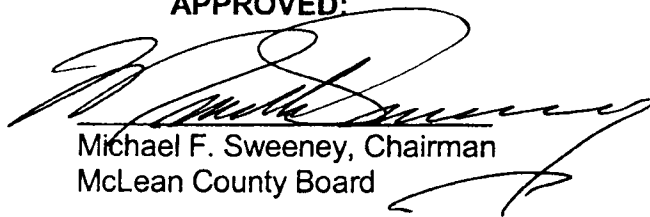
**WHEREAS**; the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the remainder of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Donald Augsburger as a Trustee of the Chenoa Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.

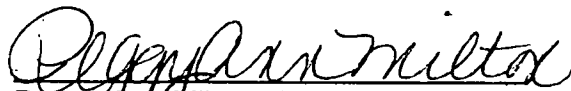
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this resolution of appointment to Donald Augsburger and Al Freehill, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 27<sup>th</sup> day of July, 2004.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

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Members Owens/Cavallini moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



EXECUTIVE COMMITTEE:  
Member Sorensen, Vice-Chairman, presented the following:



## 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](mailto:Craig@McLean.gov)

Alt. Contact:

Alt. Phone:

Directions:

#### Integrity Technology Solutions Contacts

	Name	Phone	Email
Business Development Mgr.:	Shannon Gerwick	664-8121	<a href="mailto:sgerwick@integrityts.com">sgerwick@integrityts.com</a>
Inside Account Manager	Shannon Gerwick	664-8121	<a href="mailto:sgerwick@integrityts.com">sgerwick@integrityts.com</a>
Technical Contact:	Aaron Reese	664-8164	<a href="mailto:areese@integrityts.com">areese@integrityts.com</a>



## **Business & Technology Project Goals**

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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**

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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**

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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**

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August 2004 - October 2004

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

## **Project Approach**

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



**Client Tasks**

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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**

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

## **Project Outline**

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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.



## AGREEMENT

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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

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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
-------------	------------

### Professional Services

**\$ 19,040.00**

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:**

**\$ 19,040.00**

Client Acceptance \_\_\_\_\_ (date)

Shannon Gerwick  
(309) 664-8121  
[sgerwick@integrityts.com](mailto:sgerwick@integrityts.com)

Please sign and fax back to 309-662-6421





**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.

Members Sorensen/Rackauskas moved the County Board approve a Request for Approval of Consulting Services Agreement with Integrity Solutions for Documentation of Circuit Clerk's Civil System (Gavel) – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Executive Committee's Reports are on pages 42-55 of your packets.

FINANCE COMMITTEE:

Member Sorensen, Chairman, presented the following:

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 concur; 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 27<sup>th</sup> day of July, 2004.

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

APPROVED:  
  
Michael F. Sweeney Chairman of the 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.

Members Sorensen/Ahart moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

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;

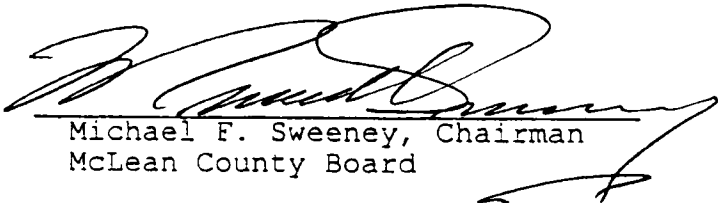
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual FTE	Months	Now	New
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 27<sup>th</sup> day of July 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

Members Sorensen/Renner moved the County Board approve a Request for 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 – WIC Fund, Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Finance Committee's General Report is on pages 59-79 of your packets. The Finance Committee will convene special session at 9:30 in Room 703 this morning.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: we have no items for action this morning. Our General Report is found on pages 72-79.

PROPERTY COMMITTEE:  
Member Bostic, Chairman, presented the following:

**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 1<sup>st</sup> day of August, 2004 and terminate on the 31<sup>st</sup> 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.

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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.

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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;

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- (iv) DEPOT shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
  - (v) DEPOT shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY and the PBC from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
18. **Survival.** DEPOT expressly covenants and agrees that the duties, obligations, and liabilities of DEPOT under the preceding paragraph 17(a) and 17(b) shall survive the termination of this lease, and are binding upon DEPOT and its successors and assigns.
19. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit DEPOT to carry on its business in a manner comparable to which it has become accustomed, then this lease agreement shall continue, but the obligation to pay rent on the part of DEPOT shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of DEPOT, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or DEPOT to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor DEPOT shall have any right in or to any award made to the other by the condemning authority.
20. **Destruction.** Except as otherwise provided in this lease agreement, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by DEPOT in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred eighty (180) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or DEPOT shall have the right to terminate this lease agreement, or any extensions thereof.

**Page seven**

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

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.

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- 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

Coffee Kiosk Lease.Doc



**RECEIVED**

JUN 24 2004

**Facilities Mgt. Div.**

**Health Department**

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

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June 24, 2004

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

Re: Proposed Coffee Kiosk - L&J Lobby

Dear Mr. Moody:

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

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

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

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

Very truly yours,

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

John M. Hirsch  
Director of Environmental Health

cc: Mr. & Mrs. Kevin Crutcher

JMH:LC:pc

LDC-0401-LJK



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

RECEIVED

JUN 25 2004

Facilities Mgt. Div.

June 24, 2004

To Whom It May Concern:

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

Sincerely,

Gary Hinderliter  
City of Bloomington Plumbing Inspector

Members Bostic/Selzer moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our General Report is located on pages 95-101.

**JUSTICE COMMITTEE:**

Member Renner, Chairman stated following: the Justice Committee brings no items for action. Our General Report is found on pages 102-111. One thing I would call your attention to is the Committee's discussion of the Alternatives to Jail Program. The Committee was unanimous in its continuing support of this as a major priority as we get into the budget cycle.

LAND USE AND DEVELOPMENT COMMITTEE:  
Member Gordon, Chairman, presented the following:

RESOLUTION

ADOPTING A PRELIMINARY PLAN  
For the Crestwicke South Subdivision First Addition, File S-04-08

WHEREAS, Brookside Farms has requested approval of a preliminary plan for the Crestwicke South Subdivision First Addition, file S-04-08, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 46 residential lots and three out lots; and

WHEREAS, said preliminary plan shows a variance requested to allow the construction of public utilities, sanitary sewer, water main and storm sewers in the Right of Way of Public Streets; and

WHEREAS, said preliminary plan shows a variance requested to allow the berm of the detention basin to be constructed a distance of 10 feet from the Street Right of Way Line; and

WHEREAS, a public hearing on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law; and

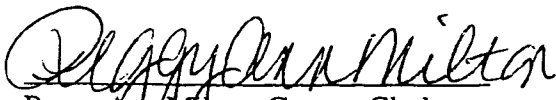
WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Crestwicke South Subdivision First Addition be approved with variances to allow utilities in the Right of Way of Public Streets and the berm of the detention basin to be 10 feet from the Street Right of Way Line provided a road agreement is reached with the Bloomington Township Road Commissioner to repair damage caused to Township Roads in the area during construction of the proposed subdivision. This agreement shall be in place before construction plans are approved; now, therefore,

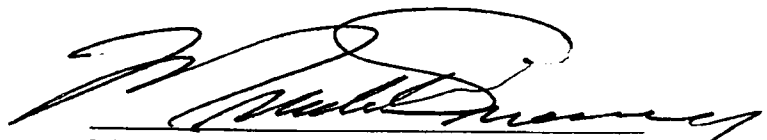
BE IT RESOLVED that the preliminary plan for the Crestwicke South Subdivision First Addition, File S-04-08, be and hereby is approved.

Adopted by the County Board of McLean County, Illinois, this 27<sup>th</sup> day of July, 2004.

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

**SUBDIVISION STAFF REPORT**  
**LAND USE AND DEVELOPMENT COMMITTEE**

CASE NUMBER S-04-08

1. REFERENCE

- A. Meeting date: July 1, 2004
- B. Subdividers' names: Brookside Farms which is owned by Harry and Harbor Hall
- C. Subdivision name: Crestwicke South Subdivision First Addition

2. LOCATION AND, LAND USE AND REQUEST:

- A. Property location: Immediately southeast of the Crestwicke South Subdivision
- B. Township: Bloomington Township
- C. Parcel Numbers: 21-34-428-004 & 21-35-300-013
- D. Existing zoning: R-1 Single Family Residence District
- E. Applicant request: Approval of a preliminary plan for the Crestwicke South Subdivision First Addition which includes 46 residential lots and three outlots
- F. Existing land use: Vacant – land

3. DIMENSIONS & REVIEW:

- A. Size of Parcel: 26 acres in area
- B. Bloomington Township Water District: They have reviewed the proposed plans and recommend approval of the proposed preliminary plan. The proposed subdivision will have public water and public sewer provided by the Bloomington Township Water District.
- C. County Highway Department: Mr. Jeff Tracy has reviewed and recommends approval of the proposed preliminary plan provided changes are made to the preliminary plan. The applicant has incorporated these changes by letter and has agreed to incorporate these changes into the approved preliminary plan.

Staff recommends that the preliminary plan, as amended, for the Crestwicke South Subdivision First Addition be approved provided a road agreement is reached with the Bloomington Township Road Commissioner to repair damage caused to Township Roads in the area during construction of the proposed subdivision. This agreement shall be in place before construction plans are approved.

Respectfully submitted,



Philip Dick, AICP, Director

Members Gordon/Renner moved the County Board approve a Request for Approval of the Resolution Approving a Preliminary Plan for the Crestwicke South Subdivision First Addition, File No. S-04-08, which includes 46 residential lots and three outlots. The property is located in Bloomington Township immediately southeast of the Crestwicke South Subdivision. Member Bostic stated the following: I will be voting no on the preliminary plan. It is nothing against Crestwicke South Subdivision but it's a statement against our preliminary plan. I question if we have enough rules and regulation in place to prevent a contractor and his engineer from being a problem to the surrounding people. Clerk Milton shows all Members present voting in favor of the Motion except Members Bostic, O'Connor, Berglund, and Kalapp who voted no. Motion carried.

Member Gordon stated the following: our General Report is found in your packet on pages 114-121.

#### REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have just three quick items for information. I just want to remind you the County Picnic is this Thursday at COMLARA Park. This is a chicken dinner followed by a number of family activities and family games. If you haven't signed up and you would like to, please see either Jude or Chris in the County Board office after this meeting. Secondly, on the Committee table there is an original civil defense plaque that you used to see in buildings. Jim Wahls the Director of the Emergency Services Disaster Agency is retiring in September and the plaque is there for County Board Members and Department Heads if you would like to sign and write a little congratulatory note to him. Lastly, we are scheduled next month to begin moving the Law and Justice offices out of the Law and Justice Center into the Government Center. We will be sending to all Board members a memo outlining the dates and times, and the location of the new offices. The County Board meeting in August will still be held in Room 700. The reason for that is we are required by law to change the Ordinance establishing the dates and times of the County Board meetings and we will do that in August. Our first regularly scheduled Board meeting in the new Government Center will be our September meeting which is a month earlier than we had anticipated. The Ordinance that we approved in December indicated that the first County Board meeting in the Government Center would occur in October so we are a month ahead of schedule.

#### OTHER BUSINESS AND COMMUNICATION:

Member Owens stated the following: I will be filing a report on my visit to Phoenix to the NACo convention next week. It will be ready in the Administrator's office for anyone to look at. If you have any questions, please call me or e-mail as I will not be at the August Board meeting because I will be on my honeymoon. Member Berglund stated the following: I will have my report ready also.

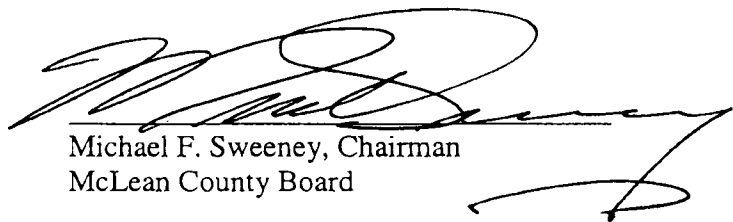
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

July 27, 2004

2004 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$725,545.42	\$725,545.42
Finance		\$947,016.51	\$947,016.51
Human Services		\$381,653.71	\$381,653.71
Justice		\$1,649,814.32	\$1,649,814.32
Land Use		\$17,246.57	\$17,246.57
Property		\$1,308,068.82	\$1,308,068.82
Transportation		\$2,924,251.79	\$2,924,251.79
Health Board		\$392,485.35	\$392,485.35
T.B. Clinic		\$20,142.06	\$20,142.06
Disability Board		\$46,310.17	\$46,310.17
<b>Total</b>		<b>\$8,412,534.72</b>	<b>\$8,412,534.72</b>



Michael F. Sweeney, Chairman  
McLean County Board

Members Renner/Owens moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Members Rackauskas/Renner moved for adjournment until Tuesday, August 17, 2004 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:15 a.m.

\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
\_\_\_\_\_  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF McLEAN     )

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 27th day of July, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 30th day of July, 2004.

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