

## Minutes of the Transportation Committee

The Transportation Committee of the McLean County Board met Tuesday, July 3, 2001 at 7:30 a.m. in Room 700, Law and Justice Center, 104 West Front Street, Room 701 Bloomington, Illinois.

Members Present: Chairman Bass, Vice Chairman Hoselton, Members Johnson, Owens, Selzer

Members Absent: Member Emmett

Staff Members Present: Mr. Terry Lindberg, Assistant County Administrator; Mr. Brian Hug, Civil Assistant State's Attorney, State's Attorney's Office; Ms. Martha B. Ross, County Administrator's Assistant, County Administrator's Office

Department Heads/  
Elected Officials Present: Mr. Jack Mitchell, County Engineer, County Highway Department

Chairman Bass called the meeting to order at 7:34 a.m. Chairman Bass presented the Minutes of the June 5, 2001 meeting for approval.

Motion by Owens/Johnson to approve the minutes of the June 5, 2001 meeting of the Transportation Committee. Motion carried.

Chairman Bass presented the bills as prepared by the Auditor's Office.

Motion by Selzer/Hoselton to Approve the Bills as presented and recommended by the Auditor's Office. Motion carried.

Mr. Mitchell presented the Local Agency Agreement for the Danvers/Yuton Road. He noted that the road is to be widened and resurfaced as part of the Highway Department's program for the Fiscal Year 2002. The road, from Old Route 150 to State Street, is currently 22 feet wide, and needs to be widened to 24 feet. Mr. Mitchell noted that this section of road has experienced significant deterioration in the recent past. Since this road section is also currently a part of the State's Fiscal Year 2002, it is eligible to be the subject of a letting anytime after July 2001.

Chairman Bass asked whether the work would be finished by the close of the autumn season. Mr. Mitchell remarked that projects would need to be weighed for priority before funding is committed. He noted that the Towanda-Barnes project is currently expending \$800,000.00 more than what was initially programmed. Therefore, all other projects are being carefully considered in light of their financial demands.

Chairman Bass asked how many miles is the section in question. Mr. Mitchell responded that the current section is approximately 5.5 miles long and will utilize a type of Federal funding known as STP funding. Annually, the County Highway Department receives an allotment of approximately \$475,000.00 of STP funding, and, since the Danvers/Yuton Road project will require an expenditure of \$575,000.00, the County will pay the balance on this project.

Mr. Mitchell explained that there is a discrepancy in the text of the Local Agency Agreement which appeared in the packet. He has, therefore, provided a corrected version as a handout at the meeting, and distributed it. He noted that the Appropriating Resolution was not included in the packet. Therefore, both the Local Agency Agreement and the Appropriating Resolution are recommended for approval by the Committee.

Mr. Hoselton asked what are the criteria for advancing the priority of any particular project. Mr. Mitchell responded that the condition of the road is the main criteria to be considered. Mr. Mitchell also noted that, in order to complete the Danvers/Yuton Road project, the priorities of a few other projects must be reordered.

Mr. Mitchell explained that Federal projects carry some special time concerns to be noted. He stated that the projects are first advertised in the State Bulletin six (6) weeks prior to the letting. Additionally, all application materials must be submitted 2-3 weeks prior to the publication in the State Bulletin. Therefore, considerable advance planning is required when dealing with Federal projects.

Motion by Selzer/Johnson to Approve the Local Agency Agreement  
For Federal Participation Regarding the Danvers/Yuton Road Repair

Including the Appropriating Resolution, as submitted  
at the July 3, 2001 Meeting of the Transportation Committee.

Chairman Bass noted that he has driven on the Danvers/Yuton Road and found it to be in great need of repair. Mr. Mitchell stated that the most recent traffic count on that road was 3,700.

Ms. Johnson noted, in reference to the version of the Local Agency Agreement that was distributed at the meeting, that amounts cited under the Division of Costs section are not correct. She explained that, in the column marked **Total**, the correct amount for Participating Construction should be \$1,450,000.00 instead of \$475,000.00.

Mr. Selzer noted an additional discrepancy under the Division of Costs section, labeled as the **Local Agency ("LA")**. The total of that column should correctly be stated as \$925,000.00.

Mr. Mitchell stated that in discussions with the State of Illinois, some numbers were changed within the Agreement and perhaps not all figures were checked for conformity. He stated that he would check on the correct amount for the subcategory of Participating Construction under the column marked **Local Agency**. He will determine whether the correct amount is indeed \$875,000.00, as stated, or \$825,000.00. He will make his findings available to the Committee.

Mr. Selzer stated that he would amend his motion to reflect the higher amount, for the sake of expediency.

Mr. Owens asked whether there would need to be an amendment if the Agreement as it is currently presented, is approved at the meeting. Mr. Mitchell responded that he would return to his office and consult his records upon the adjournment of the meeting. Once confirmed, he would reissue copies of the Local Agency Agreement with the correct and verified amounts to all Committee members. Therefore, there will not be a need to pass the initial Agreement and subsequently amend it.

Motion carried.

Mr. Mitchell presented the draft agreement between the McLean County Board, Bloomington-Normal Water Reclamation District ("BNWRD"), and Corn Belt Energy Corporation regarding Randolph Road. He noted that the Reclamation District is paying for the largest share of the upgrade to the Randolph Road, from 1550 East to New Route 51. This includes about  $\frac{3}{4}$  mile of new alignment.

Mr. Mitchell noted that the jurisdictional transfers with the sanitary district and the township have already been accomplished. In the midst of the design phase of the project, Farnsworth and Wylie, Inc. discovered that Corn Belt Energy Corporation had buried a high voltage electrical line directly in the path of where construction was to take place. He noted that the electrical line was on a private easement that Corn Belt Energy had secured from the property owners. It was undiscovered until Farnsworth and Wylie, Inc. submitted construction plans to the utilities involved, and Corn Belt Energy then identified the electrical line as theirs.

Mr. Mitchell remarked that the initial objective was to run the road straight across. In the event that the road would need to be moved to accommodate the electrical line, it would result in approximately a 40-foot jog in the road at each end.

As a result of talks between Corn Belt Energy, the Water Reclamation District and the County, it was determined that Corn Belt would build a new overhead line, and subsequently shut off the existing underground line during the construction phase. If the underground line became damaged, the line would then be abandoned. If it were not damaged, it would be reenergized, utilized until it became unserviceable, and then abandoned.

Mr. Mitchell recited the text of paragraph 2 of the draft Agreement, stating that the County and BNWRD would split the cost of the new line 50% each with a maximum of \$50,000.00 for each. Corn Belt Energy is of the mindset that the proposed cost will most likely be the final amount. However, whatever the cost is in the final analysis, it should be paid, even if it exceeds \$50,000.00.

Mr. Mitchell noted that, in the event that the County Highway Department purchases Right-Of-Way where utilities are already present, State law dictates that the County must pay for the utility move. He indicated that the Agreement currently before the Committee does not reflect any estimated costs associated with a move of utilities, as those figures were not available at the time the Agreement was drafted. Mr. Mitchell explained that such figures may be available shortly, but are contingent upon the return to work of a key Corn Belt Energy employee.

Mr. Selzer asked why the road is to be straightened. Mr. Mitchell explained that, without straightening, the road would contain two major jogs, which would make the road, particularly at the intersection, more dangerous.

In response to Mr. Owens' request for clarification of the location of the road in question,

Mr. Mitchell indicated on the map where the road was located. He further indicated that the jurisdictional transfer agreements with Randolph Township were previously passed by the Board, as well as the Agreement with BNWRD to construct the road.

Chairman Bass stated that, in the event that the two (2) jogs in the road were not corrected, more Right-Of-Way might also need to be acquired. Mr. Mitchell responded that considerably more Right-Of-Way at each end of the road would be required in such a case. However, the approximately 80 feet of Right-Of-Way needed to border the center stretch of road would remain unchanged.

Chairman Bass asked which entities would pay for the road work. Mr. Mitchell responded that the Agreement between BNWRD and the County delineates that the County will pay for the Right-Of-Way and 30% of the construction costs. The County will also be responsible for the dirt work. BNWRD will pay for 70% of the construction costs.

Chairman Bass asked whose responsibility it is to determine the location of underground utility lines. Mr. Mitchell explained that the engineers for this project submitted the plans for the project to all area utilities, and as a result, Corn Belt's underground line was identified. The utilities utilize a contract carrier, Joint Utility Locating Information for Excavators ("J.U.L.I.E.") to identify the location of underground lines prior to beginning any construction or excavation.

Mr. Owens asked who would pay for any costs that exceed the estimated cost of \$80,000.00 to \$100,000.00. Mr. Mitchell responded that Corn Belt Energy wants the County to pay for whatever the actual costs are, once they are determined. He stated that the draft Agreement is being presented to the Committee at this time, even though the costs are not finalized, due to the fact that the road needs to be built as soon as possible so that it can begin to provide access to BNWRD's new treatment plant.

Mr. Selzer asked whether the Water Reclamation District would still split the cost of construction in the event that costs exceed \$100,000.00, even though the draft Agreement specifies a maximum of \$50,000.00 to be allotted to each party. Mr. Mitchell responded that they would.

Mr. Mitchell commented that perhaps lesser restrictive way to deal with the situation of non-final costs would be to edit Item 2 of the draft Agreement to state that costs would be split between BNWRD and the County at a ratio of 50% each, with no cost ceiling specified. Mr. Selzer and Mr. Owens both stated that they felt that such a change in Item 2 would be more efficient in terms of the overall Agreement.

Motion by Owens/Selzer to amend the text of the Draft Agreement in Item 2 to read, "County and BNWRD will split the cost of the new line 50% each."

Mr. Selzer asked whether the \$50,000.00 amount includes both the utility line and the cost of construction, or whether the cost of construction is the only item addressed. Mr. Mitchell responded that both the utility line and the cost of construction are included. Mr. Selzer then stated that the text should include the words, "... split the cost of the construction of the new line 50% each, which is estimated to be between \$80,000.00 and \$100,000.00."

Motion by Owens/Selzer to amend the text of Item 2 of the Randolph Road Draft Agreement Between McLean County Board, Bloomington-Normal Water Reclamation District and Corn Belt Energy Corporation to state, " County and BNWRD will split the cost of construction of the new line 50% each, which is estimated to be between \$80,000.00 and \$100,000.00."  
Motion carried.

Mr. Mitchell commented that he would like to withdraw the agenda item regarding the Right-Of-Way negotiations with the State's Attorney's Office, as discussions have not as yet ceased. He noted that the issue was previously discussed at a Stand-Up meeting of the Transportation Committee and the County is considering outsourcing its Right-Of-Way negotiations.

Mr. Selzer asked whether rate quotes for private attorneys would be obtained as part of the ongoing study. Mr. Mitchell responded that rate quotes could be obtained if the Committee would prefer. Mr. Selzer remarked that he felt it was expedient to obtain as much information as possible, including confirming the specific expertise of a potential attorney, before committing to a service agreement.

Chairman Bass asked whether the Right-Of-Way negotiations are expected to be on-going or on a case-by-case basis. Mr. Mitchell stated that his preference is retain an attorney on an on-going basis, but a trial basis might be the best way to determine which attorney would be selected for long-term work. In the distant past, the County employed a full-time Right-Of-Way negotiator on staff. Later, that position was eliminated, which has caused subsequently caused some complications for the Highway Department. Mr. Selzer noted that Right-Of-Way acquisition might be a specialty area of law that will be difficult to fill. He further noted that he could provide referrals for Right-Of-Way negotiators in the event that they are needed.

Chairman Bass stated that it may be difficult to locate a negotiator on a case-by-case basis, especially in view of the timeframe that governs such transactions. He remarked that finding a full-time, on-staff person would be the best way to ensure their availability.

Mr. Hoselton invited Mr. Brian Hug, Civil Assistant State's Attorney, to address the issue in view of his workload. Mr. Hug explained that the State's Attorney's Office represents the County on any and all legal matters, including that of eminent domain and related legal matters. However, the level of eminent domain matters at this time does not justify the establishment of a full-time position. He stated that if such matters were added to his current work load, it would be unlikely that the work would be finished within 50-60 hours per week. He stated that he currently has enough available time to address his regular workload and add a little eminent domain work, but that is all.

Mr. Hug explained that eminent domain matters are often quite time consuming, due to the fact that the attorney must expend a good deal of time on site in both conversations and negotiations with the landowners, as well as preparing and executing documents for each transaction. As a result, he stated that it may be more efficient to outsource this work, rather than have it accomplished in-house.

Mr. Selzer suggested that the Highway Department outline all of its current projects that require eminent domain work, submit the outline to Brian, and ask for his opinion as to whether he has sufficient available time to address the projects. If he does not, then the projects could be outsourced.

Mr. Owens asked what the average cost is for each Right-Of-Way case. Mr. Mitchell stated that it is difficult to place an average monetary amount on such cases because they vary so widely in scope, location and timeframe.

Mr. Hoselton suggested that the services of a private Right-Of-Way negotiator be sought. By doing so, the County will benefit from having increased availability of negotiators, whether they be within the State's Attorney's Office or a private attorney. Mr. Mitchell stated that he would look into the names of possible negotiators for next month's Transportation Committee meeting.

Mr. Mitchell asked whether there is interest on the part of the Committee in taking a field trip to the proposed site of the Stone Ridge Dairy. Ms. Johnson and Mr. Owens indicated that they would attend such a field trip. Mr. Selzer and Mr. Hoselton indicated that they are already familiar with the proposed dairy site and would not attend on that account. However, they both may attend in the event that other County roads or sites were on the agenda.

Chairman Bass asked Mr. Mitchell to select a possible date for a Committee field trip and make that date available to the Committee at the next meeting to determine who could attend. Mr. Hoselton asked that sites in the southeast quadrant of the County be selected for a field trip.

Mr. Mitchell proposed that the Committee utilize its next regular Committee meeting date of August 7, 2001 for both the business meeting and the field trip. The Committee members will check their schedules and notify the Highway Department of their availability.

Mr. Mitchell distributed a memo from Civil Assistant State's Attorney Brian Hug regarding the approval of bicycle permits by the Committee. Mr. Selzer asked whether there are any regulations that address the clean up of loose gravel at intersections.

Mr. Hoselton asked what is the County's liability in the event that gravel is loose in intersections that are involved in bicycle races. Mr. Hug responded that he is not immediately aware of any liability to the County with regard to the issue, and he would need to look for specific information. Chairman Bass suggested that each individual group be responsible for walking the bicycle route to investigate any road hazards that might exist just prior to an event.

Mr. Selzer remarked that the Transportation Committee could handle such routine applications in the same manner that the Property Committee addresses routine applications for use of County grounds. That would entail the Committee giving a blanket acceptance to repeat applications that do not change from year to year, and only concern itself in examining first time applications. Once an applicant has been approved for the same event that occurs cyclically, the Committee would allow Mr. Mitchell to approve the applications autonomously. Mr. Mitchell added that the Certificate of Insurance is the primary document that must be submitted for such applications. As long as it is included, the remainder of the application papers are usually routine.

Motion by Hoselton/Johnson to invest authority in county Engineer, Mr. Jack Mitchell, to approve regular, recurring applications for bicycle permits without submission to the Transportation Committee. This authority would extend to repeat applications, not first-time applicants. The minutes of Transportation Committee should reflect the action taken by the County Engineer so that the Committee is adequately informed of the action taken.

Mr. Owens reiterated that all first time permit applications should come before the Committee for examination and approval.

Motion carried.

Mr. Mitchell stated that members of the Committee had previously requested additional statistics be provided with regard to McLean County's ranking among Illinois' other counties, and he has now been able to compile information to address the request. The County's highway mileage is second only to that of Cook County. In Equalized Assessed Value, McLean County ranks 10<sup>th</sup>. In total square miles, McLean County ranks as the largest county. In terms of population, McLean County ranks 13<sup>th</sup> among Illinois counties. Mr. Mitchell asked if the information cited, as well as the other statistics provided, addressed the requests of the Committee. Committee members stated affirmatively that the information provided was sufficient.

Mr. Mitchell remarked that the Towanda-Barnes project has been in the works for quite some time. He stated that he had previously provided the Committee with information regarding where the bids were in relation to McLean County's estimate. He explained that, in his conversations with the State, he has been verbally informed that the awards committee for the Illinois Department of Transportation ("IDOT") is recommending awarding both projects, which will then go to the Secretary of Transportation for approval.

Mr. Mitchell explained that the project involving sections of Veteran's Parkway were also on the list of projects to be awarded, as is a section of Illinois Route 24 near the Town of Gridley. He noted that, if all goes well, the awards will have been made and construction will have commenced by the time the Transportation Committee meets again. Mr. Mitchell stated that different portions of the work would be accomplished by two (2) separate contractors who have merged or are in the process of merging. At this time, each contractor is scheduling their own workloads. Commencement of the construction phase would depend upon how the companies set up the work schedule.

Mr. Selzer asked whether the County would be notified as to when the construction schedule actually begins, so that inconvenience can be minimized. Mr. Mitchell responded that there would be a pre-construction conference with both contractors so that a schedule can be finalized and a timeline can be established.

Mr. Selzer asked specifically regarding a section of south Illinois Route 9, whether the County is responsible for notifying property owners of the construction schedule and when it will impact access to their property. Mr. Mitchell remarked that the north section, from Ireland Grove Road to Illinois Route 9 is not scheduled to be closed during construction, but it is conceivable that there may be some short delays in traffic flow from time to time. The south section, from Illinois Route 150 to Ireland Grove Road will be closed for a time to allow for replacement of a box culvert. The residents of neighboring

subdivisions will always be able to enter and exit their subdivisions, but they may need to use alternate routes from time to time, depending upon the construction locations.

Mr. Mitchell stated that information about road closures during construction will be placed in the local newspaper and on local radio stations. Mr. Selzer suggested that signs announcing impending road closures could also be posted along affected routes to provide notice to area residents and those who regularly utilize affected roads.

Mr. Selzer asked how large the road will be upon completion. Mr. Mitchell explained that the road would be two (2) lanes in each direction, with an additional center lane median, which will be utilized as left turn lanes. It will be an asphalt road.

Mr. Hoselton remarked that Rowe Construction and Freesen, Inc. are now, for all intents and purposes, one company. They are in the process of a merger, but the status of the companies is not clear at this time. He asked whether the companies were still eligible to bid jobs as separate entities, while in the process of merging into one company. Mr. Hug responded that he had spoken to the attorney for the construction companies and noted that as a result of that conversation, the transaction sounded more akin to a partnership, as opposed to a merger between two companies. He explained that many of the activities of each company have remained separate. The partnership was intended so that they could bid on a large job in Peoria. Mr. Hoselton noted that he was surprised that the State recommended the approval of such a transaction.

Mr. Hoselton asked where the \$552,000.00 would come from. This is the cost above the stated cost of the program. Mr. Mitchell responded that the money will be obtained by delaying other projects.

Chairman Bass asked whether the two (2) construction companies are, in fact, legally merged at this time. Mr. Hug responded that he has not seen any of the paperwork, and therefore, cannot comment on the actual status of the companies involved. Mr. Mitchell explained that there are actually three (3) corporations involved. Rowe Construction is a division of Cullinan. The other entities are Freesen, Inc. and Illinois Valley Paving. Mr. Mitchell noted that, while the three (3) entities have gone together in some fashion, where that arrangement takes the form of a holding company, a partnership, a corporation, or other form, is unclear. However, it is known that only one entity at a time is requesting plans to bid on at a time; the different companies are not bidding against each other.

Mr. Selzer asked whether it constitutes the construction company somewhat setting a price if one company is the only bidder on a given project. In this case, where there are three companies that function together, but may bid separately, raises a question

regarding what the companies' status really is. He remarked that the actual status of the companies should be determined, since the State of Illinois would not know that the companies had formed some type of business arrangement if they are still bidding on jobs separately.

Mr. Mitchell noted that the State of Illinois is aware of the arrangement between the three companies, and the State has not attempted to stop the arrangement from going forward. Mr. Selzer stated that, even though the State may be aware of the arrangement, McLean County does not know its extent. He suggested that the County investigate the arrangement to determine its status.

Mr. Hoselton remarked that if the three companies are working together as one, and determining their profit margins as one entity, McLean County needs to be informed as to their status. He noted that he would like to have Mr. Hug determine the status of the three companies and report back to the Committee, so the Committee will know how to proceed from this point forward. Mr. Owens concurred with this request.

Chairman Bass asked Mr. Hug to speak to the situation. Mr. Hug stated that the committee's concerns are legitimate. He further stated that he could determine their status from both Rowe Construction Company and Freesen, Inc. He noted that it is unlikely that there are any anti-trust considerations, but he would be happy to inquire.

Chairman Bass stated that there may be no cause for concern, but that Mr. Hug should inquire as to the status of the companies. Mr. Hoselton asked whether there should be a Stand-Up meeting prior to the July County Board meeting so that Mr. Hug could present his findings. Chairman Bass confirmed that, at this time, the Committee is merely asking Mr. Hug for information. There is no Committee action necessary at this time, and therefore, no Stand-Up meeting is needed.

There being nothing further to come before the Committee at this time, the meeting was adjourned at 8:47 a.m.

Respectfully submitted,

Martha B. Ross  
Recording Secretary