

Proceedings
of the
County Board
of
McLean County,
Illinois

June 16, 2015

*Subject to approval at
July 21, 2015
County Board Meeting*



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June 16, 2015

NOTICE OF A PUBLIC HEARING

**RE: Intent of the County Board of the County of McLean, Illinois
to Approve an Operating Assistance Application for SHOW BUS**

Notice is hereby given that a public hearing will be held by McLean County at the McLean County Government Center, Room 400, 115 E. Washington Street, Bloomington, Illinois at 9:00 a.m. on June 16, 2015 regarding an IDOT FY 2016 Combined Application for Section 5311 and **Downstate Operating Assistance Public Transportation Grant.**

At the hearing, McLean County will afford an opportunity for interested persons or agencies to be heard with respect to the proposal by the Building and Zoning Department for SHOW BUS for rural public transportation for McLean, Livingston, Iroquois, Ford, DeWitt and Macon Counties.

The McLean County Board met on Tuesday, June 16, 2015 at 9:04 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois, with Chairman Matt Sorensen presiding.

The following Members answered to roll call:

Members, Mark Johnson, Martin Randall, John McIntyre, Catherine Metsker, Ben Owens, Erik Rankin, Carlo Robustelli, Susan Schafer, Paul Segobiano, James Soeldner, George Wendt, William Caisley, Chuck Erickson, Paul Finch, George Gordon, Victoria Harris, and Matt Sorensen.

The following Member was absent:

Sondra O'Connor and Richard Buchanan.

Consent Agenda:

- A. Approval of the Proceedings of the County Board: May 19, 2015.
- B. County Highway Department – Eric Schmitt, County Engineer
 - 1. Request approval of an Engineering Services Agreement – HLR (Hampton, Lenzini, & Renwick, Inc.) 2015 – 2017 Timber Pile Bridge Inspection Services Agreement
 - 2. Request approval of a Quit Claim Deed to Rodney & Linda Vance CH 34 (Quinn St) in Shirley
 - 3. Request approval of a Resolution for the Anticipation of Township Bridge Funds Mount Hope RD (Road District) – Schmidgall Bridge Sec 10-24119-00-BR
 - 4. Request approval of a Bridge Construction Petition – Mount Hope RD (Road District) Schmidgall Bridge – Sec 10-24119-00-BR
 - 5. Request approval of an Engineering Services Agreement – HLR (Hampton, Lenzini, & Renwick, Inc.) Downs RD (Road District) – Wade Bridge 400 North Rd – Sec 15-14126-00-BR
 - 6. Request approval of a Resolution for the Anticipation of Township Bridge Funds Downs RD (Road District) – Wade Bridge 400 North Rd – Sec 15-14126-00-BR
 - 7. Request approval of an Engineering Services Agreement – Farnsworth Group, Inc. Martin RD (Road District) – Cristy Bridge 1600 North Rd – Sec 15-22140-00-BR
 - 8. Request for approval of a Resolution for the Anticipation of Township Bridge Funds Martin RD (Road District) – Cristy Bridge 1600 North Rd – Sec 15-22140-00-BR
 - 9. Request for approval of an Engineering Services Agreement – HLR (Hampton, Lenzini, & Renwick, Inc.) McLean County – Trent Bridge – Gilliam Rd (CH 29) Sec 13-00074-02-BR
 - 10. Request for approval of an Engineering Services Agreement – Farnsworth Group, Inc. McLean County – Roselands II Bridge – CH 8 Sec 15-00031-03-BR
 - 11. Request approval of an Engineering Services Agreement Amendment – Chastain & Associates, LLC Randolph RD (Road District) – Donovan Culvert Sec 15-27145-00-BR
- C. Building and Zoning – Phil Dick, Director
 - 1. Zoning Cases:
 - a) Approve the request of BCS, LLC, in case SU-15-03 on parcel 17-33-400-005. Don Brucker is the majority owner of BCS, LLC. The company is requesting to amend special use case SU-13-07 to allow the expansion of a Fertilizer Distribution Plant in the Agriculture District; on 8.35 acres located in Martin Township at 14040 N 3300 East Rd, Arrowsmith, IL.

- b) Approve the request of the McLean County Zoning Board of Appeals for a text amendment of the Zoning Ordinance which is Chapter 350 of the Code of McLean County regarding the following uses: 1) a “Solar Power Generating Facility”; 2) a “Brewery/Distillery”; 3) “Facilities accepting exclusively general construction or demolition debris for transfer, storage or treatment”; 4) a “Contractor Shop and Office”; and 5) a “Private Club”.
- c) Subdivision Cases: Approve the application of Kathleen and Barry Clesson in case S-15-01 on parcel 28-28-100-011. They are requesting a waiver of preliminary plan requirements and approval of a one lot final subdivision plat for the Clesson Family Subdivision in the Agriculture District; on property located in Randolph Township at 14377 E. 400 North Road, Heyworth, IL.

D. Transfer Ordinances

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

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

1) REAPPOINTMENTS

McLEAN COUNTY BOARD OF HEALTH

Ms. Corliss Tello
10140 Old Sawmill Road
Bloomington, IL 61704
(Three-year term to expire June 30, 2018)

McLEAN COUNTY BOARD OF HEALTH

Ms. Jane Turley
2807 Stratford Court
Bloomington, IL 61704
(Three-year term to expire June 30, 2018)

BOARD FOR CARE AND TREATMENT OF PERSONS WITH DEVELOPMENTAL DISABILITIES

Mr. Ronn Morehead
401 E. Sycamore St.
Normal, IL 61761
(Three-year term to expire June 30, 2018)

CROPSEY STREET LIGHT DISTRICT

Ms. Linda Stiles
201 Belle Prairie St.
Cropsey, IL 61731
(Three-year term to expire June 30, 2018)

ZONING BOARD OF APPEALS

Mr. Drake Zimmerman
20722 Cheney's Grove Road
Bloomington, IL 61704
(Five-year term to expire June 27, 2020)

2) APPOINTMENTS

BELLFLOWER FIRE PROTECTION DISTRICT

Mr. Randy P. Zimmerman
209 N. Vine St.
Bellflower, IL 61724
(Three-year term to expire on April 30, 2018)

RANDOLPH TOWNSHIP FIRE PROTECTION DISTRICT

Mr. Ronald Dee Hamilton
27 Skyline Dr.
Heyworth, IL 61745
(To complete term for Mr. Vernon Terrell through April 30, 2016)

3) RESIGNATIONS

BELLFLOWER FIRE PROTECTION DISTRICT

Lawrence A. Heacock
2585 n. 3450 East Road
Farmer City, IL 61842

RANDOLPH TOWNSHIP FIRE PROTECTION DISTRICT

Vernon D. Terrell
15356 Mountain View
Heyworth, IL 61745

G. Approval of Resolutions of Congratulations and Commendation

DATE: May 28, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *ESV*

May 27, 2015 Letting for the County and Road District Projects

Recommended Action:

The Highway Department recommends approval of the low bids for all of the projects on the May 27, 2015 Letting.

Background:

Downs Road District Section 15-14000-00-GM Group 13 is a rock spread on the road contract that was bid 0.11% under the estimate. We recommend its approval.

Downs Road District Section 15-14000-00-GM Group 15 is a CA-6/10 stockpile project that was 9.15% under the estimate. We recommend its approval.

Martin Road District Section 15-22000-00-GM Group 15 is a CA-6/10 stockpile project that was 14.75% under the estimate. We recommend its approval.

McLean County 2015 Non-MFT Group 10 is a hot-mix asphalt surfacing project to be performed on various County Highways. This project was bid 27.42% under the estimate and we recommend its approval.

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF A COUNTY NON-MOTOR FUEL TAX PROJECT AND ROAD DISTRICT
MOTOR FUEL TAX PROJECTS AND**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on June 02, 2015, for a letting held on May 27, 2015 for three (3) Road District 2015 MFT Maintenance Sections, and one (1) McLean County Non-MFT Maintenance Section, and,

WHEREAS, the Transportation Committee duly approved the bids on June 02, 2015 at their regular meeting, now, therefore,

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

2015 MFT MAINTENANCE SECTIONS:

Downs RDSec 15-14000-00-GM – GR 13

The successful bidder on the above section was:

Rowe Construction, a Div of United Contractors Midwest, Inc
1523 N Cottage Ave – PO Box 609, Bloomington, IL 61702-0609\$29,419.00

Downs RDSec 15-14000-00-GM – GR 15

The successful bidder on the above section was:

Donald Hansen
PO Box 169, Melvin, IL 60952-0169\$14,536.00

Martin RD.....Sec 15-22000-00-GM – GR 15

The successful bidder on the above section was:

Donald Hansen
PO Box 169, Melvin, IL 60952-0169\$5,456.00

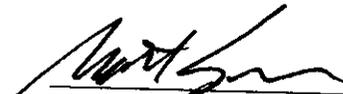
2015 Non-MFT MAINTENANCE SECTIONS:

McLean County.....Sec 2015 Non-MFT – GR 10

The successful bidder on the above section was:

McLean County Asphalt Co, Inc
1100 W Market St – PO Box 3547, Bloomington, IL 61702-3547.....\$58,865.50

Approved by the County Board on June 16, 2015.



Matt Sorensen, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said County is 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 June 16, 2015.

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 16th day of June A.D., 2015.

[SEAL]

Kathy Michael
Kathy Michael, McLean County Clerk

Downs RD

15-14000-00-GM GR 13
ITEM

Agg Surf Cse Ty B CA-6/10

UNIT	QUANTITY	UNIT PRICE	ESTIMATE	Rowe Bid Check	HJ Eppel No Bid	CSD Env Serv No Bid	Carrl Scharf No Bid	Limestone Transit No Bid
Ton	1,550.00	\$19.00	\$29,450.00	\$18.98	\$0.00	\$0.00	\$0.00	\$0.00
			\$29,450.00	\$29,419.00	\$0.00	\$0.00	\$0.00	\$0.00
				-0.11%	-100.00%	-100.00%	-100.00%	-100.00%

Downs RD

15-14000-00-GM GR 15
ITEM

Agg Surf Cse Ty B CA-6/10
(Crushed Limestone Only)

UNIT	QUANTITY	UNIT PRICE	ESTIMATE	CSD Env Serv No Bid	Don Hansen Bid Check	Carrl Scharf No Bid	Limestone Transit Bid Check
Ton	800.00	\$20.00	\$16,000.00	\$0.00	\$18.17	\$0.00	\$18.90
			\$16,000.00	\$0.00	\$14,536.00	\$0.00	\$15,120.00
				-100.00%	-9.15%	-100.00%	-5.50%

Martin RD

15-22000-00-GM GR 15
ITEM

Agg Surf Cse Ty B CA-6/10
(Crushed Limestone Only)

UNIT	QUANTITY	UNIT PRICE	ESTIMATE	CSD Env Serv No Bid	Don Hansen Bid Check	Carrl Scharf No Bid	Limestone Transit Bid Check	Reynolds Express Bid Check
Ton	400.00	\$16.00	\$6,400.00	\$0.00	\$13.64	\$0.00	\$15.75	\$13.95
			\$6,400.00	\$0.00	\$5,456.00	\$0.00	\$6,300.00	\$5,580
				-100.00%	-14.75%	-100.00%	-1.56%	-12.8

McLean County

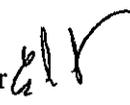
2015 Non-MFT GR 10
ITEM

Bit Mat'l (Prim Ct - RC 70)
Bit Mat'l (Prim Ct - MC 30)
Incidental Surf (Known Location)
Incidental Bind (Known Location)
Pvmt Milling
Incidental Surf (Unknown Locations)

UNIT	QUANTITY	UNIT PRICE	ESTIMATE	Rowe Bid Bond	HJ Eppel Bid Bond	McLean Cnty Asphalt Bid Bond	CSD Env Serv No Bid
Gal	180.00	\$8.00	\$1,440.00	\$4.46	\$10.00	\$2.50	\$0.00
Gal	220.00	\$10.00	\$2,200.00	\$3.06	\$10.00	\$5.00	\$0.00
Ton	260.00	\$135.00	\$35,100.00	\$142.91	\$138.00	\$110.00	\$0.00
Ton	85.00	\$150.00	\$12,750.00	\$144.40	\$137.00	\$108.00	\$0.00
Sq Yd	1,461.00	\$10.00	\$14,610.00	\$9.31	\$17.00	\$5.50	\$0.00
Ton	100.00	\$150.00	\$15,000.00	\$234.24	\$143.00	\$115.00	\$0.00
			\$81,100.00	\$87,932.51	\$90,662.00	\$58,865.50	\$0.00
				8.42%	11.79%	-27.42%	-100.00%

DATE: May 15, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer 

2015-2017 Timber Pile Bridge Inspection Services Agreement with Hampton, Lenzini, and Renwick, Inc. (HLR)

Recommended Action:

The Highway Department recommends approval of the 2015-2017 Timber Pile Bridge Inspection Services Agreement with Hampton, Lenzini, and Renwick, Inc. (HLR).

Background:

This is our agreement with HLR for the biannual bridge inspections and special feature inspections of timber pile bridges around the County. There are three timber pile bridges remaining in McLean County. They all have to be inspected on a biannual basis and one of the bridges has to have a special feature inspection performed on a 6 month basis. We plan to replace two of the three bridges through the Township Bridge Program over the next three years. The upper limit of compensation for this agreement is \$5,500.

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Hampton, Lenzini and Renwick, Inc.
Township:	Address: 3085 Stevenson Drive, Suite 201
Section:	City: Springfield
	State: Illinois, 62703

THIS AGREEMENT is made and entered into this 16th day of June, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name 2015-2017 Timber Pile Bridge Inspections

Structure No. 057-5999 (22-14), 057-3901, 057-4210

Location Countywide locations

Description: Inspection, load rating and reporting of timber pile condition

DEFINITION

DEPARTMENT..... Illinois Department of Transportation

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a. To complete the NBI and Special Feature Inspection of the timber pile substructures as designated by the LA on the Township or County Highway System in accordance with the requirements of the DEPARTMENT.
 - b. To update the substructure information on the Routine Inspection Report (BBS-BIR) and Special Feature Inspection Report (BBS-SFI) with photographs.
 - c. To update Inventory Appraisal forms and submit to the DEPARTMENT.
 - d. To calculate safe load ratings for structures which show a marked change in condition and submit a Structure Load Rating Summary (BLR 2795) to IDOT.
 - e. To provide maintenance or repair recommendations for appropriate structures.
 - f. To provide qualified personnel to perform the bridge inspections. An IDOT approved Team Leader shall supervise, in the field, all inspection activities. An Illinois Licensed Structural Engineer shall evaluate the load capacity of bridges.
2. That all reports and calculations to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports and calculations shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay for all services stipulated under paragraphs 1a through 1f, 2, 3, 5 and 6 of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

The upper limit of compensation for these services listed above shall be \$5,500.00

The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The hourly rate itemized herein shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$215.00
Engineer 6	165.00
Engineer 5	150.00
Engineer 4	130.00
Engineer 3	120.00
Engineer 2	111.00
Engineer 1	86.00
Technician 3	109.00
Technician 2	88.00
Technician 1	64.00
Intern/ Temp	47.00
Land Acquisition	121.00
Survey 2	106.00
Survey 1	74.00
Environmental 2	91.00
Environmental 1	54.00
Administration 2	139.00
Administration 1	74.00

2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed.
3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1e, and prior to

the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 1 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

4. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 3 of THE LA AGREES.
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
4. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois,
acting by and through its County Board

ATTEST:

By Kathy Michael
County Clerk

By [Signature]

(SEAL)

Title: Chairperson, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By Michael Cina
Vice President

By Steven Meggison
Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

Steven Megginson
Signature of Authorized Representative

Steven Megginson, Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

5/12/2015
Date



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: May 26, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *ES*

Quit Claim Deed to Rodney and Linda Vance

Recommended Action:

The Highway Department recommends approval of the Quit Claim Deed of some unused road right-of-way in Shirley to Rodney and Linda Vance.

Background:

In conjunction with High Speed Rail project and the Quit Claim that McLean County executed with the Union Pacific Railroad Company last year, it has been requested that McLean County quit claim Parcel #1 (0.0521 acres) and Parcel #2 (0.0037 acres) to Rodney and Linda Vance. This is unused Quinn Street and Park Street Right-of-Way in Shirley. They are the adjacent landowners and their home sits partially on this right-of-way. This will transfer any and all interests that McLean County has to the Vances.

Owner County of McLean
Address 115 E. Washington St.
P.O. Box 2400
Bloomington, IL 61702-2400
Route Pt. of East 850 North Road / CH 34 /
Quinn Street
(UPRR, CHI-STL)
County McLean

QUITCLAIM DEED
(Governmental Entity)

County of McLean, (Grantor), a Body Corporate and Politic, duly organized and existing under the laws of the State of Illinois and duly authorized to transact business under the Statutes of the State of Illinois, for and in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 55 ILCS 5/5-1005-2, conveys and quitclaims to the Rodney L. Vance and Linda G. Vance, husband wife, as joint tenants, (Grantee), all existing legal and equitable rights of the Grantor, including, without limitation, any after-acquired title, in and to the following described real estate, to-wit:

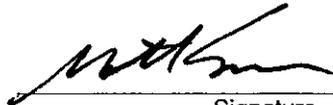
See attached legal description.

situated in the County of McLean, State of Illinois.

The Grantor, without limiting the interest above granted and conveyed does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

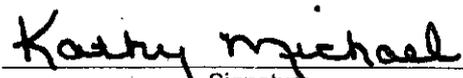
Dated this 16th day of June, 2015.

County of McLean

By: 
Signature

Matt Sorensen, County Board Chairman

ATTEST:

By: 
Signature

Kathy Michael, County Clerk
Print Name and Title

State of Illinois)
) ss
County of McLean)

This instrument was acknowledged before me on June 16th, 2015, by Matt Sorensen, as County Board Chairman of the County of McLean, State of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument to:

McLean County Highway Department
ATTN: Mr. Eric S. Schmitt
102 S. Towanda-Barnes Road
Bloomington, IL 61705

PARCEL #1 DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS ALSO BEING PART OF THE NORTH HALF OF QUINN STREET RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 2 OF THE VILLAGE OF SHIRLEY, POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF QUINN STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF PARK STREET;

THENCE NORTH 88 DEGREES 54 MINUTES 00 SECONDS EAST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF QUINN STREET A DISTANCE OF 91.79 FEET TO A LINE 20 FEET EQUAL DISTANCE NORTHWESTERLY FROM THE NORTHWEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 41 DEGREES 58 MINUTES 04 SECONDS WEST ALONG THE SAID LINE 20 FEET EQUAL DISTANCE NORTHWESTERLY FROM THE NORTHWEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 39.70 FEET;

THENCE SOUTH 88 DEGREES 54 MINUTES 00 SECONDS WEST A DISTANCE OF 64.60 FEET TO A POINT ON THE SOUTHERLY EXTENTION OF THE EASTERLY RIGHT-OF-WAY LINE OF PARK STREET;

THENCE NORTH 01 DEGREE 16 MINUTES 20 SECONDS WEST ALONG SAID SOUTHERLY EXTENTION OF PARK STREET A DISTANCE OF 29.00 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 2267.59 SQUARE FEET MORE OR LESS.

BEARINGS ARE ASSUMED FOR DESCRIPTION PURPOSES ONLY.

PARCEL #2 DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS ALSO BEING PART OF THE NORTH HALF OF QUINN STREET RIGHT-OF-WAY, AND PART OF THE EAST HALF OF PARK STREET RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 2 OF THE VILLAGE OF SHIRLEY, POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF QUINN STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF PARK STREET;

THENCE SOUTH 01 DEGREE 16 MINUTES 20 SECONDS EAST ALONG THE SOUTHERLY EXTENTION OF THE SAID EASTERLY RIGHT-OF-WAY LINE OF PARK STREET A DISTANCE OF 29.00 FEET;

THENCE SOUTH 88 DEGRESS 54 MINUTES 00 SECONDS WEST A DISTANCE OF 3.00 FEET;

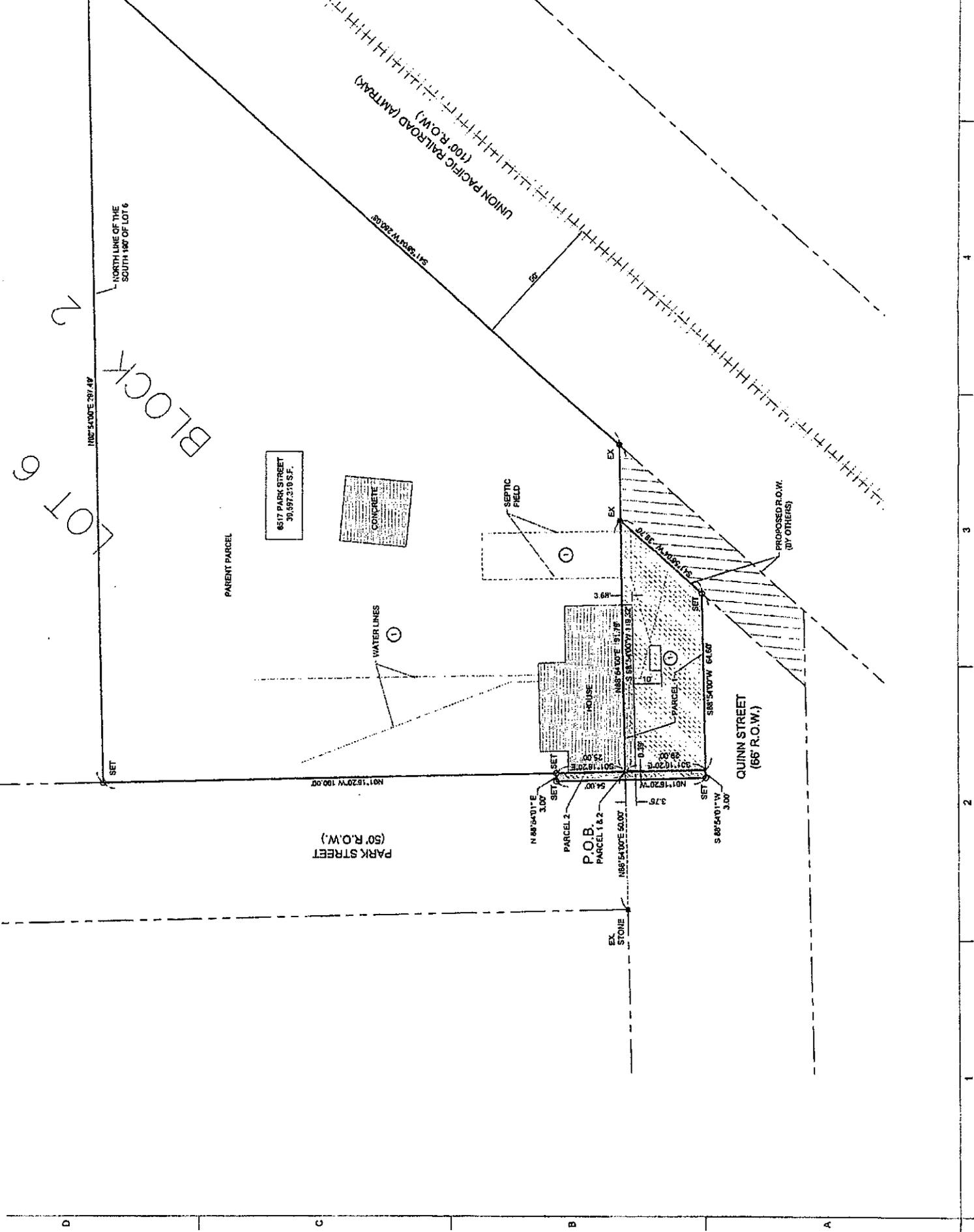
THENCE NORTH 01 DEGREE 16 MINUTES 20 SECONDS WEST A DISTANCE OF 54.00 FEET;

THENCE NORTH 88 DEGREES 54 MINUTES 00 SECONDS EAST A DISTANCE OF 3.00 FEET TO A POINT ON THE SAID EASTERLY RIGHT-OF-WAY LINE OF PARK STREET;

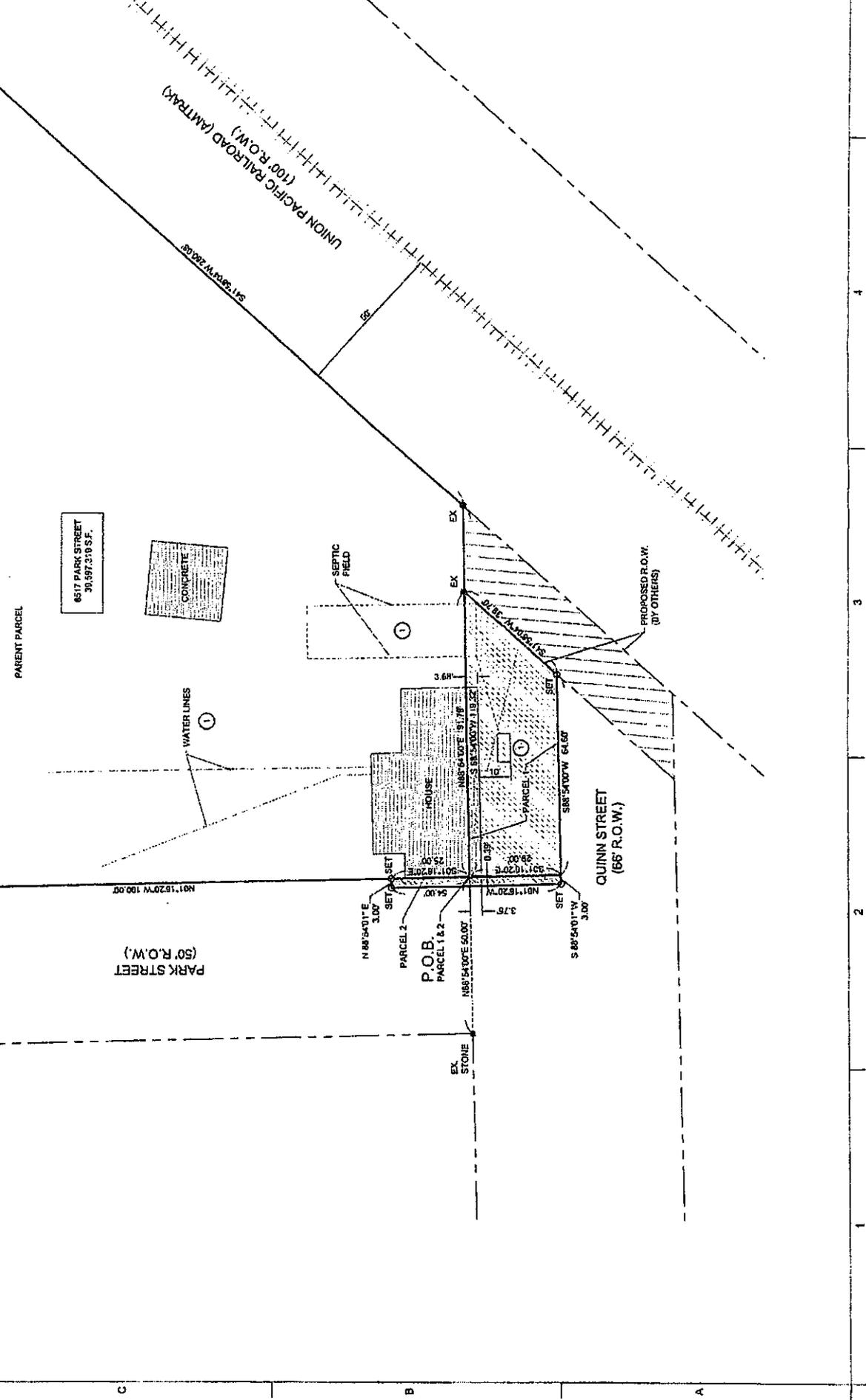
THENCE SOUTH 01 DEGREE 16 MINUTES 20 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 159.65 SQUARE FEET MORE OR LESS.

BEARINGS ARE ASSUMED FOR DESCRIPTION PURPOSES ONLY.



LOT 6
 BLOCK 2
 NORTH LINE OF THE SOUTH 100' OF LOT 6
 SET



DATE: May 26, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *ES*

Mount Hope Road District, Section 10-24119-00-BR, Anticipation of Township Bridge Program Funds Resolution

Recommended Action:

The Highway Department recommends approval of the Resolution for the Anticipation of Township Bridge Program Funds for the Replacement of Structure 057-5299 in Mount Hope Road District.

Background:

The Highway Department has been anticipating Township Bridge Program funds for the last several years to continue to construct township bridges as they deteriorate and need to be replaced. The Highway Department anticipates future Township Bridge Program Funding for projects and pays the expense in one calendar year. This incurs a receivable in the County Bridge Fund until the following calendar year. Township Bridge Program Funds are guaranteed by Illinois State Statute. The County will pay the funds for this project in the fall of 2015 and will get reimbursed by the Township Bridge Program Fund in July/August of 2016.



WHEREAS the County Board of McLean County, Illinois, proposes to construct a bridge designated as Section 10-24119-00-BR, in Mount Hope Road District, and;

WHEREAS the FY 2016 Township Bridge Funds allocated to McLean County are not sufficient to pay 80% of the cost of the above section;

THEREFORE, we hereby agree that the sum of \$208,000 shall be paid from county funds, township funds, or other available funds, thereby creating an indebtedness in the Township Bridge Fund for Mount Hope Road District;

THEREFORE BE IT RESOLVED that the sum of \$208,000 be an indebtedness to the county, the same to be repaid from future Township Bridge Program allocations;

BE IT FURTHER RESOLVED that the clerk is hereby directed to transmit two certified copies of this Resolution to the State through its Regional Engineer's Office at Paris, Illinois.

<p style="text-align: center;">Approved</p> <p style="text-align: center;">_____ 20____ Date</p>	<p>I, <u>Kathy Michael</u>, County Clerk in and for said County in the State of Illinois, 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 <u>McLean</u> County at its <u>regular</u> meeting held at <u>Bloomington</u> on <u>June 16th</u>, 2015.</p> <p>IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county at my office in <u>Bloomington</u> in said County this <u>16th</u> day of <u>June</u>, A.D., 2015.</p> <p>(SEAL)</p>
<p style="text-align: center;">Illinois Department of Transportation</p> <p style="text-align: center;">_____ Regional Engineer</p>	<p style="text-align: center;"><i>Kathy Michael</i> _____ County Clerk</p>

Mount Hope Township

T21N T22N R1W

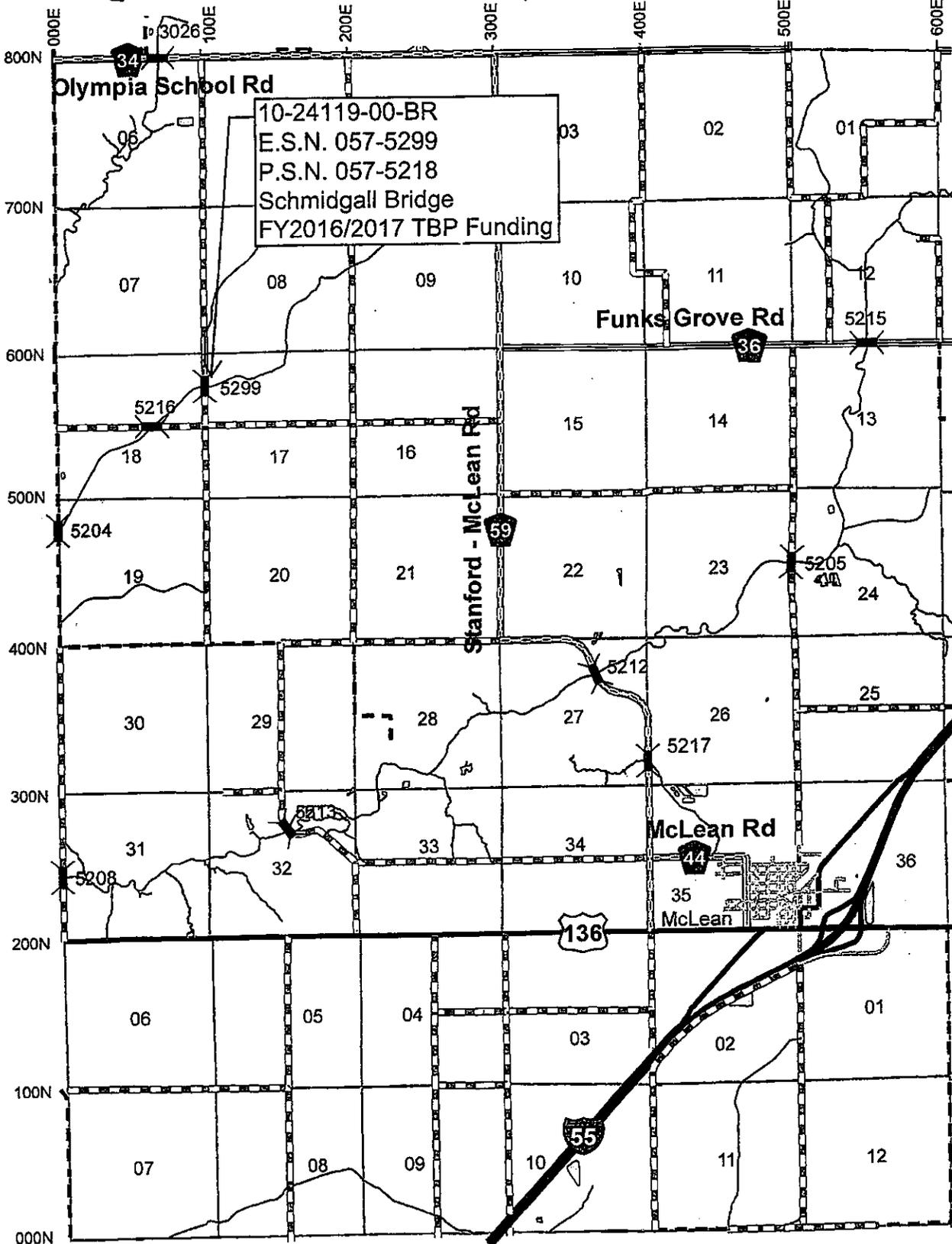
0 0.25 0.5 1 1.5 2 Miles

1 inch equals 1 mile

Allin Township

Tazewell County

Funks Grove Township



Bridges	Road Surface Type, Maintained By	Dirt, Township	Town of Normal	Surrounding Township Roads	Lakes	Sections
Streams	Hotmix - Township	Hotmix - McLean County	Other Town of Village	State	corp limits final	Townships
RoadCenterline	Oil & Chip - Township	Oil & Chip - McLean County	City of Bloomington	Private		
Gravel - Township		Surrounding County				

DATE: May 26, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *ES*

Mount Hope Road District, Section 10-24119-00-BR, Bridge Replacement Petition

Recommended Action:

The Highway Department recommends approval of the Petition for the Replacement of Structure 057-5299 in Mount Hope Road District.

Background:

This is a narrow structure located on 100E approximately 1415' north of 550N. The concrete has a significant amount deterioration and is very narrow for the volume of traffic (300 ADT) that uses the road. This 1957 double barrel box culvert will be replaced by a double barrel box culvert. The total cost of the project is estimated to be \$485,000. This estimate includes \$429,000 for construction, \$46,600 for preliminary engineering, and \$9,400 for construction engineering. This project will be let in late July and constructed this fall.

The project will be completed using Township Bridge Program (TBP) Funds. TBP will fund 80% of the project, McLean County will fund 10% of the project, and Mount Hope Road District will fund 10% of the project.

BRIDGE CONSTRUCTION PETITION

Sec 10-24119-00-BR

TO: McLean County Board
Care of McLean County Clerk
115 E Washington St – Room 102
Bloomington, Illinois 61702

Schmidgall Bridge Drainage Structure, located 1,415' north of the intersection of 100E and 550N on 100E.

Ladies and Gentlemen:

Mount Hope Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure located on the West line of the NW ¼ of Section 17, T22N, R1W of the 3rd P.M., Mount Hope Road District.

That of the funds appropriated at the November 2014 meeting of the McLean County Board \$48,500.00 be used as the County's share of the cost of this structure. Mount Hope Road District's share of the cost of this structure is \$48,500.

Mount Hope Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Mount Hope Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$485,000.00 and the present structure is inadequate.

Mount Hope Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.



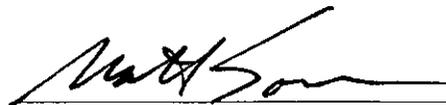
Highway Commissioner
Mount Hope Road District

Approved: 

County Engineer, McLean County, IL

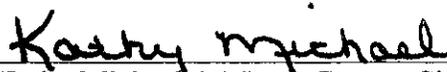
Date: May 26, 2015

ATTEST



Mr. Matt Sorensen, Board Chairman

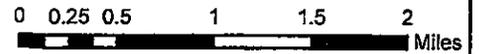
Date: June 16, 2015



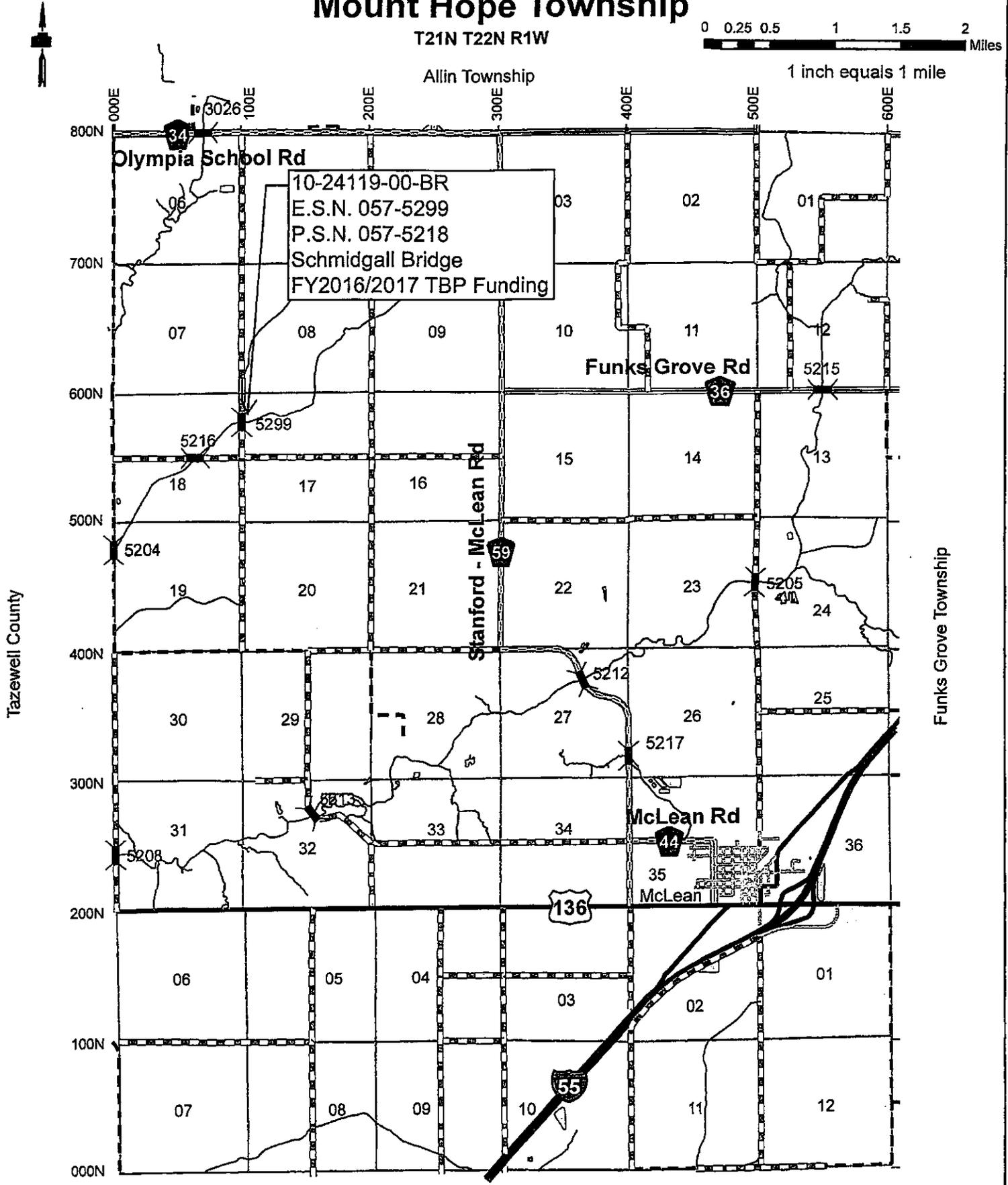
Kathy Michael, McLean County Clerk

Mount Hope Township

T21N T22N R1W



1 inch equals 1 mile



10-24119-00-BR
 E.S.N. 057-5299
 P.S.N. 057-5218
 Schmidgall Bridge
 FY2016/2017 TBP Funding

- | | | | | | | |
|------------------------|---|----------------------------|-----------------------|----------------------------|-------------------|-----------|
| Bridges | Road Surface Type, Maintained By | Dirt, Township | Town of Normal | Surrounding Township Roads | Lakes | Sections |
| Streams | Holmix - Township | Holmix - McLean County | Other Town of Village | State | corp limits final | Townships |
| Road Centerline | Oil & Chip - Township | Oil & Chip - McLean County | City of Bloomington | Private | | |
| | Gravel - Township | Surrounding County | | | | |

DATE: May 28, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *ES*

Engineering Services Agreement with Hampton, Lenzini, and Renwick, Inc. for Section 15-14126-00-BR, Wade Bridge (400N) Replacement

Recommended Action:

The Highway Department recommends approval of the Engineering Services Agreement with Hampton, Lenzini, and Renwick, Inc.

Background:

The replacement of the bridge located approximately 2/3 mile west of 2350 East Road on 400 North Road is planned for replacement in 2017. This project is planned as a Township Bridge Program project to be built in late 2017. This project will use FY2017 TBP Funds for the engineering work and FY2018 TBP Funds for construction. McLean County will have to anticipate the FY2017 funding until it becomes available in July of 2016. The current structure was built in 1956, and has timber piles and timber plank abutments that are showing deterioration. This is one of the three remaining timber pile structures in McLean County, and all three are on township roads.

The cost of the engineering services agreement is \$30,000. This will be final funded by 80% TBP, 10% McLean County, and 10% Downs Road District.

PRELIMINARY ENGINEERING SERVICES AGREEMENT

	<u>LOCAL AGENCY</u>		<u>CONSULTANT</u>
County:	McLean	Name:	Hampton, Lenzini and Renwick, Inc.
Township:	Downs	Address:	3085 Stevenson Drive, Suite 201
Section:	15-14126-00-BR	City:	Springfield
		State:	Illinois, 62703

THIS AGREEMENT is made and entered into this 16th day of June, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name Wade Bridge Length 0.10 mile

Structure No. 057-4210 (Existing) 057-4228 (Proposed)

Location TR 517 / 400N over West Fork Salt Creek
Sections 23/26, T 22 N, R 3 E, 3rd P.M., 4 miles southeast of Downs

Description: Design and plan preparation of a double concrete box culvert and improved aggregate roadway approaches.

DEFINITION

DEPARTMENT..... Illinois Department of Transportation

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a.(X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b.(X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c.(X) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d.() Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch ~~and/or Channel Change sketch~~, Utility plan and locations ~~and railroad crossing work agreements~~.
 - f.(X) Prepare Preliminary Bridge Design and Hydraulic Report (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with all necessary copies of such for review and approval.
 - h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - i.() Assist the LA in the tabulation and interpretation of the contractor's proposals.

- j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.
 - k.() Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay for all services stipulated under paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions.

Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1a and 1b. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The upper limit of compensation for these services listed above shall be \$30,000.

The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The hourly rate itemized herein shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$215.00
Engineer 6	165.00
Engineer 5	150.00
Engineer 4	130.00
Engineer 3	120.00
Engineer 2	111.00
Engineer 1	86.00
Technician 3	109.00
Technician 2	88.00
Technician 1	64.00
Intern/ Temp	47.00
Land Acquisition	121.00
Survey 2	106.00
Survey 1	74.00
Environmental 2	91.00
Environmental 1	54.00
Administration 2	139.00
Administration 1	74.00

2. To pay for all services stipulated under paragraph 1h of THE ENGINEER AGREES at the hourly rates stipulated herein for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The work under this section will not be subject to an upper limit due the nature of the work proposed. The scope and cost of this item will be discussed with the LA, before the ENGINEER begins this work.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 1 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
4. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois,
acting by and through its County Board

ATTEST:

By Kathy Michael
County Clerk

By Matt Sou

(SEAL)

Title: Chairperson, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By Michael P. Cerna
Vice President

By Steven Megginson
Vice President

(SEAL)

EXHIBIT A

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

EXHIBIT A

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

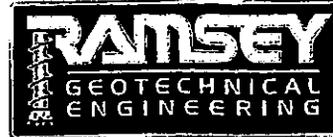
Steven W. Megginson
Signature of Authorized Representative

Steven W. Megginson, Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

5/26/2015
Date

May 26, 2015



1701 W. Market Street
Bloomington, Illinois 61701
P 309-821-0430
F 309-821-1242

Mr. Steve Megginson, P.E., S.E.
Hampton Lenzini and Renwick Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703

RE: Geotechnical Exploration
Wade Bridge Replacement
Downs Township
McLean County, Illinois

Dear Mr. Megginson:

In accordance with your May 19, 2015 email transmittal, Ramsey Geotechnical Engineering LLC (RGE) is pleased to submit this proposal to provide Geotechnical Engineering Services for the captioned project. A description of the project, our proposed scope of services and fee estimate to provide these services follows.

Proposed Project:

We understand that replacement of the existing structure located on Township Road 400N east of Township Road 2225E is planned. The new structure will consist of a cast-in-place reinforced concrete box culvert. The scope of services is to provide subsurface soil and groundwater information required to design the foundation of the planned culvert.

Boring Program:

In accordance with your request, one (1) boring will be completed as close as practical to the existing structure. The boring will be terminated at a depth of 50 feet below the existing ground surface.

Soil samples will be obtained by split spoon methods. Sampling will be performed at 2½ foot intervals to a depth of 30 feet and will not exceed 5 foot intervals below this level. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during drilling.

Utility clearance for the boring to be made will be obtained by RGE beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and on site personnel. RGE will utilize a crew trained in layout procedures to locate the boring in the field and will provide the ground surface elevation by level survey methods.

Laboratory Testing:

Samples retained from the boring will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the classification system used by IDOT. Laboratory testing will include moisture content and dry unit weight determinations, as well as measurements of unconfined compressive strength, by direct or indirect methods, as appropriate. Other tests deemed to be necessary by RGE's Project Engineer may also be recommended for your approval.

Report of Data Obtained:

Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and a computer generated boring log. The report will address anticipated soil and groundwater conditions impacting design and construction of the planned culvert.

Fees and Scope:

To provide the Geotechnical Study outlined, RGE is proposing a budget amount of Two Thousand Eight Hundred Dollars (\$2,800.00). This budget is based on the understanding that the boring location is accessible to a conventional truck or ATV mounted drill and that the work can be performed during standard business hours. Unless stated otherwise, RGE's fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments may impose. The local fees, if any, will be added to the invoice.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates given. Please note that our quoted fee does not include plan review, excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services.

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our office.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

RAMSEY GEOTECHNICAL ENGINEERING LLC

Douglas P. Ramsey, P.E.
President

DPR/kr

Approved and Accepted by: _____

NAME

TITLE

DATE

FEE ESTIMATE

ITEM	UNITS	QTY	RATE	COST	
STAKING AND UTILITY CLEARANCE					
1.1	Provide Technicians to Mark Boring Locations and Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Lump Sum	1	150.00	\$ 150.00
DRILLING AND SAMPLING					
MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW					
2.1	Drill Mounted on Truck or ATV	Each	1	150.00	\$ 150.00
ADVANCE BORE HOLES BY SOLID OR HOLLOWSTEM AUGER METHODS					
2.2	0 - 25 Foot Depth	Foot	25.0	8.75	\$ 218.75
2.3	25 - 50 Foot Depth	Foot	25.0	9.35	\$ 233.75
TAKE SOIL SAMPLES					
2.4	By Split-Spoon Procedure	Each	16	11.50	\$ 184.00
2.5	By Thin Walled Tube Procedure	Each	0	30.00	\$ 0.00
TRAFFIC CONTROL					
2.6	Two Person Flagging Crew	Hour	8	100.00	\$ 800.00
2.7	Traffic Control Signs	Lump Sum	1	50.00	\$ 50.00
LABORATORY TESTING					
3.1	Examine Samples and Describe by a Textural System and Classify by the Unified Soil Classification System	Each	16	4.00	\$ 64.00
3.2	Water Content Determination for Organic and Cohesive Samples (includes pocket penetrometer measurements of unconfined compressive strength for all inorganic clay samples)	Each	14	6.50	\$ 91.00
3.3	Unconfined Compressive Strength of Cohesive Soils, Failure at 15 Percent Strain	Each	12	12.00	\$ 144.00
3.4	Dry Unit Weight Determinations	Each	2	5.00	\$ 10.00
ENGINEERING SERVICES					
4.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	650.00	\$ 650.00
ESTIMATED TOTAL:					\$2,745.50

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors

155 South Elm Street
El Paso, Illinois 61738
Phone: (309) 527-2552
Fax: (309) 527-3230

505 North Main Street
Bloomington, Illinois 61701
Phone: (309) 829-2552
Fax: (309) 827-6861

222 East Center Street
LeRoy, Illinois 61752
Phone: (309) 962-8151
Fax: (309) 962-7503

May 21, 2015

Hampton, Lenzini & Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, IL 62703

ATTN: Steve Megginson, P.E., S.E.

Re: McLean County Bridge Replacements
Wade Bridge & Trent Bridge
GIS Section Corner Controls

Dear Steve:

Per your email request of May 19, 2015, Lewis, Yockey & Brown, Inc. will provide the GIS coordinate surveys for the Wade Bridge and Trent Bridge sites for the cost of \$2,125.00. Our work scope includes providing field surveys to monument the land section corners and identify the type of "marker" set or found in proximity to the two bridge sites. Our work also includes search of public records required as the basis for field survey work.

We are prepared to begin this work immediately upon receiving authorization to proceed.

Please advise should you require further assistance in these regards.

Very Truly Yours,
Lewis, Yockey & Brown, Inc.

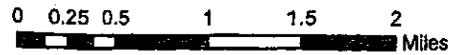
David P. Brown
President

DPB:kk

Cc: Proposal/HLR/Wade & Trent Bridges 052115

Downs Township

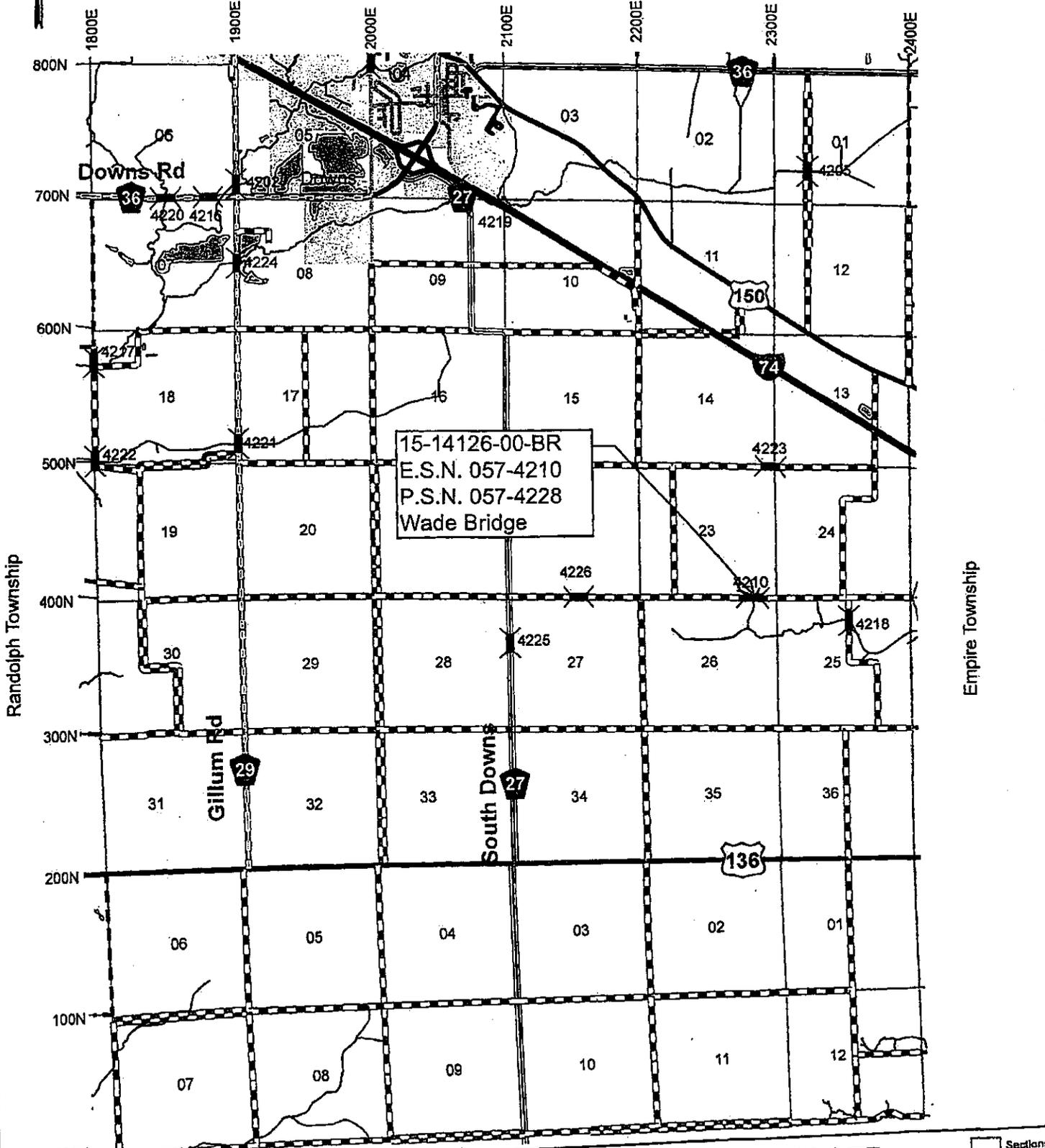
T21N T22N R3E



1 inch equals 1 mile



Old Town Township



- | | | | | | |
|-----------------|------------------------|-----------------------|----------------------------|------------------|-----------|
| Bridges | Dirt - Township | Town of Normal | Surrounding Township Roads | Lakes | Sections |
| Streams | Hotmix - McLean County | Other Town of Village | State | Corporate Limits | Townships |
| Road Centerline | Hotmix - Township | City of Bloomington | Private | | |
| | Oil & Chip - Township | | Surrounding County | | |
| | Gravel - Township | | | | |



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: May 28, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *EVS*

Downs Road District, Section 15-14126-00-BR, Anticipation of Township Bridge Program Funds Resolution

Recommended Action:

The Highway Department recommends approval of the Resolution for the Anticipation of Township Bridge Program Funds for the Replacement of Structure 057-4210 in Downs Road District.

Background:

The Highway Department has been anticipating Township Bridge Program funds for the last several years to continue to construct township bridges as they deteriorate and need to be replaced. The Highway Department anticipates future Township Bridge Program Funding for projects and pays the expense in one calendar year. This incurs a receivable in the County Bridge Fund until the following calendar year. Township Bridge Program Funds are guaranteed by Illinois State Statute. The County will pay the funds for this project in 2015 and 2016 and will get reimbursed by the Township Bridge Program Fund in July/August of 2016.



WHEREAS the County Board of McLean County, Illinois, proposes to construct a bridge designated as Section 15-14126-00-BR, in Downs Road District, and;

WHEREAS the FY 2016 Township Bridge Funds allocated to McLean County are not sufficient to pay 80% of the cost of the above section;

THEREFORE, we hereby agree that the sum of \$28,000 shall be paid from county funds, township funds, or other available funds, thereby creating an indebtedness in the Township Bridge Fund for Downs Road District;

THEREFORE BE IT RESOLVED that the sum of \$28,000 be an indebtedness to the county, the same to be repaid from future Township Bridge Program allocations;

BE IT FURTHER RESOLVED that the clerk is hereby directed to transmit two certified copies of this Resolution to the State through its Regional Engineer's Office at Paris, Illinois.

Approved

_____ 20____
Date

I, Kathy Michael, County Clerk in and for said County in the State of Illinois, 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 on June 16th, 2015.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county at my office in Bloomington in said County this 16th day of June, A.D., 2015.

(SEAL)

Illinois Department of Transportation

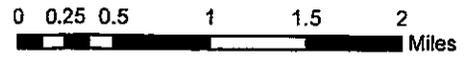
Regional Engineer

Kathy Michael

County Clerk

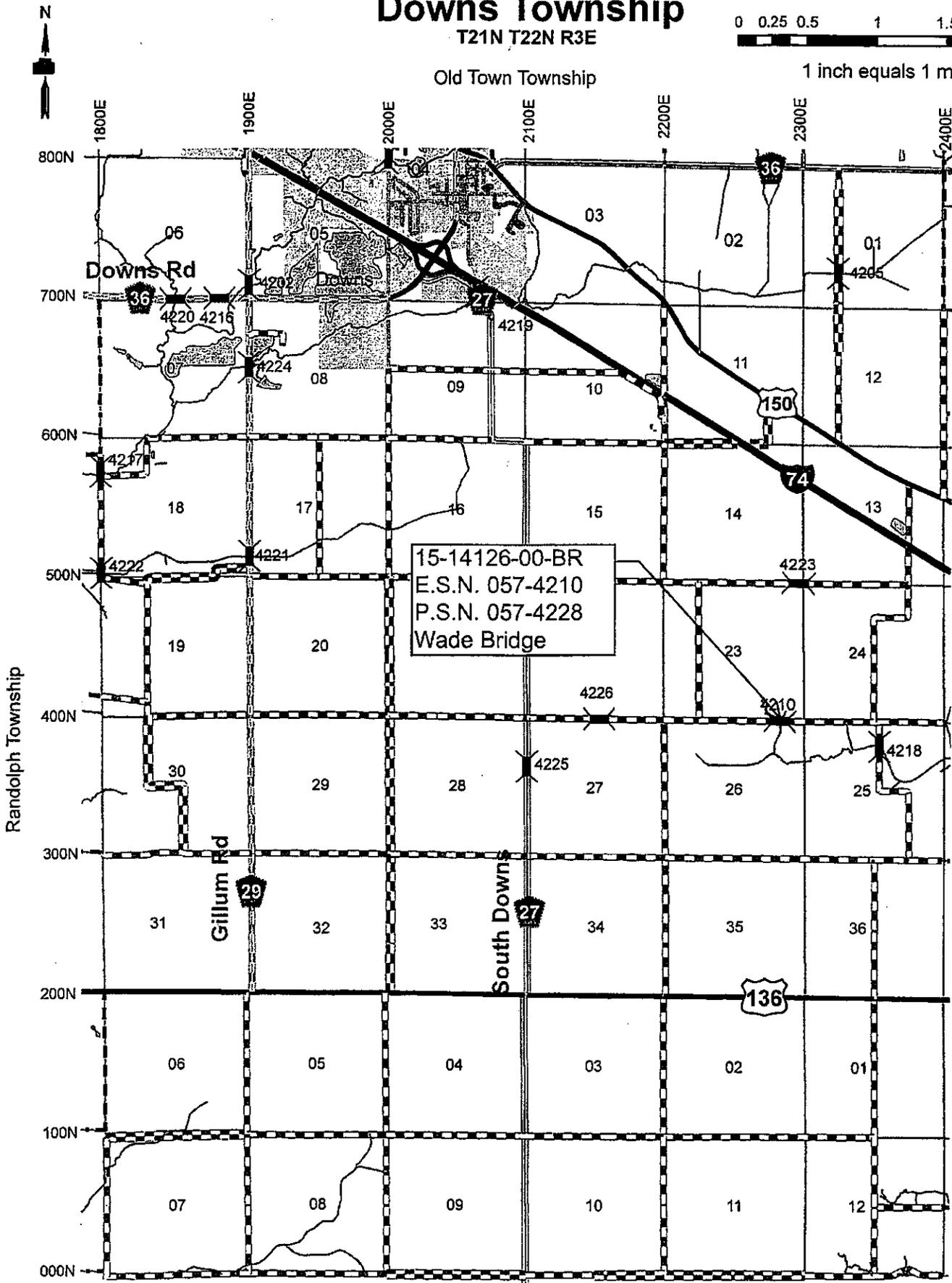
Downs Township

T21N T22N R3E



Old Town Township

1 inch equals 1 mile



15-14126-00-BR
E.S.N. 057-4210
P.S.N. 057-4228
Wade Bridge

Randolph Township

Empire Township

	Road Surface Type, Maintained By					
RoadCenterline						



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: May 28, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *ES*

Engineering Services Agreement with Farnsworth Group, Inc. for Section 15-22140-00-BR, Cristy Bridge (1600N) Replacement

Recommended Action:

The Highway Department recommends approval of the Engineering Services Agreement with Farnsworth Group, Inc.

Background:

The replacement of the bridge located approximately 2/5 mile west of 3200 East Road on 1600 North Road is planned for replacement in 2016. This project is planned as a Township Bridge Program project to be built in late 2016. This project will use FY2017 TBP Funds for the engineering work and construction. McLean County will have to anticipate the FY2017 funding until it becomes available in July of 2016. The current structure was built in 1959, and has timber piles and timber plank abutments that are showing significant deterioration. This is one of the three remaining timber pile structures in McLean County, and all three are on township roads.

IDOT notified us of a required weight limit posting for this bridge on May 26, 2015. The bridge was posted on June 1, 2015.

The cost of the engineering services agreement is \$45,500. This will be final funded by 80% TBP, 10% McLean County, and 10% Martin Road District.

Municipality	LOCAL AGENCY  Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Farnsworth Group, Inc.
Township Martin			Address 2709 McGraw Drive
County McLean			City Bloomington
Section 15-22140-00-BR			State Illinois, 61704

THIS AGREEMENT is made and entered into this 16th day of June, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Cristy Bridge Replacement

Route 1600N Road Length 0.095 Mi. 500.00 FT (Structure No. 057-5039)

Termini _____

Description:

New multi-barrel box culvert with minor approach roadway design. Minor channel work will also be done directly upstream and downstream of the structure.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
 - l. Locate land lines and reset monuments, if necessary (Establish Section Line).
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a. A sum of money equal to the extension of actual hours and chargeable rates, but not exceed \$ 41,900.00 in accordance with the attached schedule of chargeable rates and Scope of Services.
In addition, to pay the ENGINEER a sum of money equal to \$3,600.00 for the services stipulated in paragraph 1i.
In addition, to pay the ENGINEER a sum of money equal to the extension of actual hours and chargeable rates for the services stipulated in paragraphs 1h and the attached Scope of Services and in accordance with the attached schedule of chargeable rates.
- b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000		(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus * _____ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus * _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

*See Attached Schedule of Charges

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

County Board

By _____

County Clerk

(Seal)

By _____

Title County Board Chairman

Executed by the ENGINEER:

Farnsworth Group, Inc.

2709 McGraw Drive

Bloomington, Illinois 61704

ATTEST:

By _____

By _____

Title Principal

Title Engineering Manager

Approved

Date
Department of Transportation

Regional Engineer

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement – 1600N Road

Hydraulic Reports will be completed and delivered to the County & IDOT by August 7, 2015. Pre-Final Plans completed and delivered to the County by April 8, 2016. Final Plans completed and delivered to the County by July 19, 2016 (Assuming review time schedules met and Notice to Proceed given when shown). See attached sheet for further schedules.

1. Street Survey Complete with Total Station/Data Collector:
 - TR 10/100E Road (1,000 ft.)
 - Hydraulic Survey (1,500 ft.)
 - Conduct Topographic and Contour Field Survey

2. Hydraulic Report:
 - Provide Joint 3-way permit for IDOT, Corp of Engineers and IEPA
 - Special Waste Screening for Environmental Survey Request

3. Plans, Specifications and Estimates:
 - TBP Funding Source
 - Culvert Replacement / Approach Roadway Design Criteria – Figure 32-2B (BLR Manual)
 - Assume Multi-Barrel Cast-In-Place Box Culvert
 - Hydraulic Design – 15 Year Frequency (Figure 36-5A BLR Manual)
 - Project Length ≈ 500 feet
 - Design Speed - 30 mph
 - Two (2) Lane Facility ≈ 20'-0" Edge to Edge of Pavement + 4'-0" Shoulders (28'-0" Shoulder to Shoulder)
 - Maintain Existing Roadway Alignment (1600N Road)
 - Apparent Existing Right-of-Way – Varies
 - Pavement Cross Slope – 2.0% (22' Aggregate Base Course – 12")
 - Shoulder Cross Slope – 4.0% (4' Aggregate – 6")
 - Provide Pavement Structural Analysis
 - Ditch Slope – 1:4 (V:H) Front Slope and 1:2 (V:H) Back Slope (Guardrail is not required with 1:4 (V:H) front slope)
 - Ditch Bottom – 2' Flat Bottom
 - Bridge Rail – Steel Railing, Type S1
 - Functional Classification – Local Road
 - Current Average Daily Traffic – 0 to 250
 - Clear Zone – 6' (Section 35-2.02(d) BLR Manual)
 - Soil Borings by Ramsey Geotechnical Engineering (Included in Contract)
 - The structure will be replaced during road closure.
 - Provide Plans and Computer Diskette in accordance with IDOT Standard Policy ES-13

4. Item to be done on a Time and Material Basis:
 - Provide R.O.W. Plats

5. Item to be done on a Lump Sum Basis:
 - Locate Land Lines and Reset Monuments (Establish Section Lines)

Note: Not included in this Scope of Services - Any purchase of title commitments, Special Environmental Studies (PESA, PSI, Etc.), IHPA historical/archeological level I studies, IDOC endangered species detailed action reports or Storm Water Pollution Control Plan; Traffic/Staging Plans; Bidding Services; Pre-Construction Meeting; Shop Drawing Review and Construction Services (Material Documentation or Testing). This work will be done on a time and material basis if requested.



Schedule of Charges - January 1, 2015

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 67.00
Engineering Intern I	\$ 102.00
Engineering Intern II	\$ 112.00
Engineer/Land Surveyor.....	\$ 122.00
Senior Engineer/Senior Land Surveyor	\$ 128.00
Project Engineer/Project Land Surveyor	\$ 141.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 158.00
Engineering Manager/Land Surveying Manager.....	\$ 176.00
Senior Engineering Manager/Senior Land Surveying Manager.....	\$ 186.00
Principal/Vice President.....	\$ 199.00

Technical Staff	
Technician I	\$ 67.00
Technician II	\$ 89.00
Senior Technician	\$ 99.00
Chief Technician	\$ 114.00
Designer/Computer Specialist/Lead Technician	\$ 123.00
Senior Designer.....	\$ 128.00
Project Designer/Project Technician	\$ 136.00
Senior Project Designer/Systems Integration Manager	\$ 153.00
Design Manager/Government Affairs Manager.....	\$ 165.00
Technical Manager	\$ 174.00
Senior Technical Manager.....	\$ 186.00

Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 92.00
Interior Designer	\$ 96.00
Senior Interior Designer/Designer II	\$ 102.00
Architect/Designer III/Project Coordinator	\$ 116.00
Senior Architect/Senior Project Coordinator.....	\$ 123.00
Project Architect/Project Manager	\$ 134.00
Senior Project Architect/Senior Project Manager	\$ 148.00
Architectural Manager.....	\$ 157.00
Senior Architectural Manager	\$ 165.00
Principal – Architecture.....	\$ 187.00

Units	
Overtime, If Required by Client – Non-Exempt Employees Only.....	1.25x billing rate
Per diem	\$46.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	\$0.60/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2016 UNLESS NOTIFIED

May 26, 2015



1701 W. Market Street
P 309-821-0430
F 309-821-1242

Mr. Joe Lowrance
Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, Illinois 61704

RE: Geotechnical Exploration
Cristy Bridge Replacement
Martin Township
McLean County, Illinois

Dear Mr. Lowrance:

In accordance with our May 26, 2015 telephone conversation and your email transmittal on the same date, Ramsey Geotechnical Engineering LLC (RGE) is pleased to submit this proposal to provide Geotechnical Engineering Services for the captioned project. A description of the project, our proposed scope of services and fee estimate to provide these services follows.

Proposed Project:

We understand that replacement of the existing structure located on Township Road 1600N directly west of Township Road 3200E is planned. The new structure will consist of a cast-in-place reinforced concrete box culvert. The scope of services is to provide subsurface soil and groundwater information required to design the foundation of the planned culvert.

Boring Program:

In accordance with Illinois Department of Transportation (IDOT) requirements, two (2) borings, one (1) near each end of the existing structure, will be completed. The depth of the borings will be dependent upon the strength of the subsurface soils encountered. Our proposal assumes that both of the borings will be terminated at a depth of 30 feet below the existing ground surface.

Soil samples will be obtained by split spoon methods. Sampling will be performed at 2½ foot intervals to a depth of 30 feet and will not exceed 5 foot intervals below this level if deeper borings are required. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during drilling.

Utility clearance for the borings to be made will be obtained by RGE beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and on site personnel. RGE will utilize a crew trained in layout procedures to locate the borings in the field and will provide ground surface elevations for each bore hole by level survey methods.

Laboratory Testing:

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the classification system used by IDOT. Laboratory testing will include moisture content and dry unit weight determinations, as well as measurements of unconfined compressive strength, by direct or indirect methods, as appropriate. Other tests deemed to be necessary by RGE's Project Engineer may also be recommended for your approval.

Report of Data Obtained:

Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. The report will address anticipated soil and groundwater conditions impacting design and construction of the planned culvert.

Fees and Scope:

To provide the Geotechnical Study outlined, RGE is proposing a budget amount of Three Thousand Dollars (\$3,000.00). This budget is based on the understanding that the boring locations are accessible to a conventional truck or ATV mounted drill and that the work can be performed during standard business hours. Unless stated otherwise, RGE's fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments may impose. The local fees, if any, will be added to the invoice.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates given. Please note that our quoted fee does not include plan review, excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services.

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our office.

Cristy Bridge Replacement
McLean County, Illinois
May 26, 2015

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

RAMSEY GEOTECHNICAL ENGINEERING LLC

Douglas P. Ramsey, P.E.
President

DPR/kr

Approved and Accepted by: _____

NAME

TITLE

DATE

FEE ESTIMATE

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Provide Technicians to Mark Boring Locations and Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Lump Sum	1	150.00	\$ 150.00
DRILLING AND SAMPLING					
MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW					
2.1	Drill Mounted on Truck or ATV	Each	1	150.00	\$ 150.00
ADVANCE BORE HOLES BY SOLID OR HOLLOWSTEM AUGER METHODS					
2.2	0 - 25 Foot Depth	Foot	50.0	8.75	\$ 437.50
2.3	25 - 50 Foot Depth	Foot	10.0	9.35	\$ 93.50
TAKE SOIL SAMPLES					
2.4	By Split-Spoon Procedure	Each	24	11.50	\$ 276.00
2.5	By Thin Walled Tube Procedure	Each	0	30.00	\$ 0.00
TRAFFIC CONTROL					
2.6	Two Person Flagging Crew	Hour	8	100.00	\$ 800.00
2.7	Traffic Control Signs	Lump Sum	1	50.00	\$ 50.00
LABORATORY TESTING					
3.1	Examine Samples and Describe by a Textural System and Classify by the Unified Soil Classification System	Each	24	4.00	\$ 96.00
3.2	Water Content Determination for Organic and Cohesive Samples (includes pocket penetrometer measurements of unconfined compressive strength for all inorganic clay samples)	Each	22	6.50	\$ 143.00
3.3	Unconfined Compressive Strength of Cohesive Soils, Failure at 15 Percent Strain	Each	12	12.00	\$ 144.00
3.4	Dry Unit Weight Determinations	Each	2	5.00	\$ 10.00
ENGINEERING SERVICES					
4.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	650.00	\$ 650.00
ESTIMATED TOTAL:					\$3,000.00

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement – 1600N Road

Preliminary Index to Sheets

1	Cover Sheet
2	General Notes, Commitments and Miscellaneous Details
3	Summary and Schedules
4	Alignment, Survey Ties and Benchmarks
5	Plan and Profile Sheet
6	Erosion Control Plan
7	General Plan and Elevation
8	General Data
9	Slab Reinforcement and Details
10	Barrel Wall Elevations
11	Wingwall Details
12	Steel Railing, Type S1
13	Soil Boring Logs
14-15	Cross Sections

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement – 1600N Road

Roadway Survey:

Length of Project: TR 10/100E Road Sta. 100+00 to Sta. 110+00 1,000 ft.

Average Number of Points/Cross Section 20 Shots
+50, Crop Line, TB, FL, EP, CL, EP, FL, TB, Crop Line, +50

Misc. Shots, Trees, Mailboxes, Landscaping, Etc.
Number of Cross Sections (Topo.) (100' Intervals) 14 Cross Sections
1,000/100 + 1 = 11
+ Intersections & Driveways = 3

Total Number of Points (w/o Bridge) 20 x 14 = 280 Points

Average Number of Points/Day 300 Points/Day

Topo. Number of Days = 280/300 ≈ 1.0 Days
Set Control & Stationing 0.5 Day

Total Roadway Survey = 1.5 Days

Hydraulic Survey:

Length = 750' Upstream (include Upstream Culvert) to 750' Downstream
Average number of points 500', 400', 300', 200' 100', TB, EW, FL, EW,
TB, 100', 200', 300', 400', 500' = 15

Number of Points 1500/100 + 1 = 16
+ Upstream & Downstream Faces = 16 + 2 = 18 x 15 = 270/200 Day ≈ 1.5 Days

Bridge Shots & Bridge Opening Shots 0.5 Day

Total Hydraulic Survey = 2.0 Day

Plans:

Total Number of Plan/Profile Sheets (Roadway) – 20 Scale 1 Sheet
1600N Road - 1000 ft/1000 = 1

Total Number of Cross-Section Sheets – 5 Cross Sections/Sheet 2 Sheets
1600N Road - 1000 ft/(100 x 5) = ≈ 2

McLean County 15-22140-00-BR
Cristy Bridge Replacement – 1600N Road
Schedule

Notice to Proceed	June 19, 2015
Surveying	June 29, 2015
Environmental Survey Request (ESR) Submitted	August 7, 2015
Hydraulic Report Submitted (Joint 3-way: IDOT, Corps, IEPA)	August 7, 2015
Pre-Final Right-of-Way Plats to County	September 11, 2015
Hydraulic Report Approval	October 9, 2015
Pre-Final Right-of-Way Plats with Comments from County	November 13, 2015
Environmental Survey Request (ESR) Approval	January 8, 2016
Pre-Final Plans to County	April 8, 2016
Final Right-of-Way Plats to County	April 22, 2016
Pre-Final Plans with Comments from County	June 10, 2016
Final Plans to County	July 8, 2016
Letting	July 19, 2016

Note: 1) Unless otherwise noted all submittals to County.

2) Schedule based upon reasonable time frames for review and on receiving approval on or before dates shown.

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

PROJECT ADMINISTRATION

Engineering Manager	7.5 Hrs.	@	\$176.00 /Hr. =	\$1,320.00	
Admin.	1 Hrs.	@	\$67.00 /Hr. =	\$67.00	
Misc. Dierct Costs				<u>\$13.00</u>	\$1,400.00

ROAD SURVEY COMPLETE

Engineering Manager	1.5 Hrs.	@	\$176.00 /Hr. =	\$264.00	
Project Designer	2 Hrs.	@	\$136.00 /Hr. =	\$272.00	
Chief Technician	12 Hrs.	@	\$114.00 /Hr. =	\$1,368.00	
Technician II	12 Hrs.	@	\$89.00 /Hr. =	\$1,068.00	
Field Vehicle	12 Hrs.	@	\$13.00 /Hr. =	\$156.00	
GPS Unit	12 Hrs.	@	\$22.00 /Hr. =	\$264.00	
Misc. Dierct Costs				<u>\$8.00</u>	\$3,400.00

HYDRAULIC SURVEY

Chief Technician	14 Hrs.	@	\$114.00 /Hr. =	\$1,596.00	
Technician II	14 Hrs.	@	\$89.00 /Hr. =	\$1,246.00	
Field Vehicle	14 Hrs.	@	\$13.00 /Hr. =	\$182.00	
GPS Unit	11 Hrs.	@	\$22.00 /Hr. =	\$242.00	
Misc. Dierct Costs				<u>\$34.00</u>	\$3,300.00

HYDRAULIC REPORT

Engineer Manager	2 Hrs.	@	\$176.00 /Hr. =	\$352.00	
Senior Project Engineer	23 Hrs.	@	\$158.00 /Hr. =	\$3,634.00	
Chief Technician	12 Hrs.	@	\$114.00 /Hr. =	\$1,368.00	
Computer - CADD	12 Hrs.	@	\$15.00 /Hr. =	\$180.00	
Special Waste Screening				\$250.00	
Water Resources Permit Application Fee				\$3,000.00	
Misc. Dierct Costs				<u>\$16.00</u>	\$8,800.00

WORK SHEETS

Chief Technician	12.5 Hrs.	@	\$114.00 /Hr. =	\$1,425.00	
Computer - CADD	12.5 Hrs.	@	\$15.00 /Hr. =	\$187.50	
Misc. Dierct Costs				<u>\$87.50</u>	\$1,700.00

PRELIMINARY ROADWAY PLANS

Engineer Manager	3 Hrs.	@	\$176.00 /Hr. =	\$528.00	
Senior Project Engineer	18 Hrs.	@	\$158.00 /Hr. =	\$2,844.00	
Chief Technician	31 Hrs.	@	\$114.00 /Hr. =	\$3,534.00	
Admin.	11 Hrs.	@	\$67.00 /Hr. =	\$737.00	
Computer - CADD	31 Hrs.	@	\$15.00 /Hr. =	\$465.00	
Misc. Dierct Costs				<u>\$92.00</u>	\$8,200.00

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

PRELIMINARY STRUCTURE PLANS

Engineer Manager	4 Hrs.	@	\$176.00 /Hr. =	\$704.00	
Senior Project Engineer	23.5 Hrs.	@	\$158.00 /Hr. =	\$3,713.00	
Chief Technician	35 Hrs.	@	\$114.00 /Hr. =	\$3,990.00	
Admin.	1 Hrs.	@	\$67.00 /Hr. =	\$67.00	
Computer - CADD	35 Hrs.	@	\$15.00 /Hr. =	\$525.00	
Misc. Dierct Costs				<u>\$1.00</u>	
					\$9,000.00

FINAL ROADWAY PLANS

Engineer Manager	1 Hrs.	@	\$176.00 /Hr. =	\$176.00	
Senior Project Engineer	4 Hrs.	@	\$158.00 /Hr. =	\$632.00	
Chief Technician	7 Hrs.	@	\$114.00 /Hr. =	\$798.00	
Admin.	2 Hrs.	@	\$67.00 /Hr. =	\$134.00	
Computer - CADD	7 Hrs.	@	\$15.00 /Hr. =	\$105.00	
Misc. Dierct Costs				<u>\$55.00</u>	
					\$1,900.00

FINAL STRUCTURE PLANS

Engineer Manager	1 Hrs.	@	\$176.00 /Hr. =	\$176.00	
Senior Project Engineer	3 Hrs.	@	\$158.00 /Hr. =	\$474.00	
Chief Technician	4 Hrs.	@	\$114.00 /Hr. =	\$456.00	
Computer - CADD	4 Hrs.	@	\$15.00 /Hr. =	\$60.00	
Misc. Dierct Costs				<u>\$34.00</u>	
					<u>\$1,200.00</u>

Total Design without Right-of-Way & Borings =	\$38,900.00
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SOIL BORINGS

Ramsey Geotechnical Engineering	<u>\$3,000.00</u>
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Total Design without Right-of-Way =	\$41,900.00
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SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

10 PROJECT MGMT./ADMIN.

A. CONTRACT PREPARATION (WITH PRELIMINARY CONSTRUCTION ESTIMATE)

Engr. Mgr.	3 HRS	@	\$176.00	\$528.00	
Admin.	0.5 HRS	@	\$67.00	\$33.50	
					\$561.50

B. BILLING

Engr. Mgr.	1.5 HRS	@	\$176.00	\$264.00	
Admin.	0.5 HRS	@	\$67.00	\$33.50	
					\$297.50

C. CLIENT CONTACT / MEETINGS

Engr. Mgr.	2 HRS	@	\$176.00	\$352.00	
					\$352.00

D. TELEPHONE / CORRESPONDENCE

Engr. Mgr.	1 HRS	@	\$176.00	\$176.00	
					\$176.00

Sub-Total =	\$1,387.00
Misc. Direct Costs =	\$13.00
Total =	\$1,400.00

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

20 ROAD SURVEY/DATA COMPILE - 1600N Road
-1,000' of Roadway

A. REVIEW INFORMATION

Engr. Mgr.	1 HRS	@	\$176.00	\$176.00	
					\$176.00

B. BRIEFING/COORDINATION

Engr. Mgr.	0.5 HRS	@	\$176.00	\$88.00	
Chief Tech.	2 HRS	@	\$114.00	\$228.00	
					\$316.00

C. SET CONTROL / STATIONING

Proj. Designer	2 HRS	@	\$136.00	\$272.00	
Tech. II	2 HRS	@	\$89.00	\$178.00	
Field Vehicle	2 HRS	@	\$13.00	\$26.00	
GPS Unit	2 HRS	@	\$22.00	\$44.00	
					\$520.00

D. LEVEL CIRCUIT / BENCHMARKS

Chief Tech.	2 HRS	@	\$114.00	\$228.00	
Tech. II	2 HRS	@	\$89.00	\$178.00	
Field Vehicle	2 HRS	@	\$13.00	\$26.00	
GPS Unit	2 HRS	@	\$22.00	\$44.00	
					\$476.00

E. TOPOGRAPHIC SURVEY- Includes 1,000' of Roadway

Chief Tech.	8 HRS	@	\$114.00	\$912.00	
Tech. II	8 HRS	@	\$89.00	\$712.00	
Field Vehicle	8 HRS	@	\$13.00	\$104.00	
GPS Unit	8 HRS	@	\$22.00	\$176.00	
					\$1,904.00

Sub-Total =	\$3,392.00
Misc. Direct Costs =	\$8.00
Total =	\$3,400.00

SCOPE OF SERVICES
 McLean County 15-22140-00-BR
 Cristy Bridge Replacement - 1600N Road

30 HYDRAULIC SURVEY - 1500'

A. HYDRAULIC CROSS SECTIONS

Chief Tech.	10 HRS	@	\$114.00	\$1,140.00	
Tech. II	10 HRS	@	\$89.00	\$890.00	
Field Vehicle	10 HRS	@	\$13.00	\$130.00	
GPS Unit	8 HRS	@	\$22.00	\$176.00	
					\$2,336.00

B. BRIDGE SURVEY

Chief Tech.	4 HRS	@	\$114.00	\$456.00	
Tech. II	4 HRS	@	\$89.00	\$356.00	
Field Vehicle	4 HRS	@	\$13.00	\$52.00	
GPS Unit	3 HRS	@	\$22.00	\$66.00	
					\$930.00

Sub-Total =	\$3,266.00
Misc. Direct Costs =	\$34.00
Total =	\$3,300.00

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

40 HYDRAULIC REPORT

A. REPORT WRITING

Sr. Proj. Engr.	3 HRS	@	\$158.00	\$474.00	
					\$474.00

B. EXHIBITS

Sr. Proj. Engr.	4 HRS	@	\$158.00	\$632.00	
Chief Tech.	9 HRS	@	\$114.00	\$1,026.00	
CADD	9 HRS	@	\$15.00	\$135.00	
					\$1,793.00

C. HYDROLOGIC ANALYSIS

Sr. Proj. Engr.	1 HRS	@	\$158.00	\$158.00	
					\$158.00

D. DATA DUMP / PLOTTING

Chief Tech.	3 HRS	@	\$114.00	\$342.00	
CADD	3 HRS	@	\$15.00	\$45.00	
					\$387.00

E. HYDRAULIC ANALYSIS

Sr. Proj. Engr.	10 HRS	@	\$158.00	\$1,580.00	
Water Resources Permit Application Fee				\$3,000.00	
					\$4,580.00

F. ENVIRONMENTAL SURVEY REQUEST DOCUMENTATION

Sr. Proj. Engr.	5 HRS	@	\$158.00	\$790.00	
Special Waste Screening				\$250.00	
					\$1,040.00

G. CHECKING / REVISIONS

Engr. Mgr.	2 HRS	@	\$176.00	\$352.00	
					\$352.00

Sub-Total =	\$8,784.00
Misc. Direct Costs =	\$16.00
Total =	\$8,800.00

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

50 PRELIMINARY WORK SHEETS

A. PLOT EXISTING CROSS-SECTIONS - 2 Sheets

Chief Tech.	3.5 HRS	@	\$114.00	\$399.00	
CADD	3.5 HRS	@	\$15.00	\$52.50	
					\$451.50

B. PLOT EXISTING PLAN AND PROFILE - 1 Sheet

Chief Tech.	5 HRS	@	\$114.00	\$570.00	
CADD	5 HRS	@	\$15.00	\$75.00	
					\$645.00

C. DATA DUMP / PROCESSING

Chief Tech.	4 HRS	@	\$114.00	\$456.00	
CADD	4 HRS	@	\$15.00	\$60.00	
					\$516.00

Sub-Total =	\$1,612.50
Misc. Direct Costs =	\$87.50
Total =	\$1,700.00

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

60 PRELIMINARY ROADWAY PLANS (Continued)

H. SPECIAL PROVISIONS

Sr. Proj. Engr.	4 HRS	@	\$158.00	\$632.00	
Admin.	5 HRS	@	\$67.00	\$335.00	
					\$967.00

I. CHECKING

Engr. Mgr.	3 HRS	@	\$176.00	\$528.00	
					\$528.00

Sub-Total =	\$8,108.00
Misc. Direct Costs =	\$92.00
Total =	\$8,200.00

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

70 PRELIMINARY STRUCTURE PLANS

A. COST ESTIMATE

Sr. Proj. Engr.	2 HRS	@	\$158.00	\$316.00	
Admin.	1 HRS	@	\$67.00	\$67.00	
					\$383.00

B. SOIL BORING ANALYSIS

Sr. Proj. Engr.	0.5 HRS	@	\$158.00	\$79.00	
Chief Tech.	1 HRS	@	\$114.00	\$114.00	
CADD	1 HRS	@	\$15.00	\$15.00	
					\$208.00

C. TOP SLAB DESIGN / DETAILING

Sr. Proj. Engr.	3 HRS	@	\$158.00	\$474.00	
Chief Tech.	4 HRS	@	\$114.00	\$456.00	
CADD	4 HRS	@	\$15.00	\$60.00	
					\$990.00

D. BOTTOM SLAB DESIGN / DETAILING

Sr. Proj. Engr.	3 HRS	@	\$158.00	\$474.00	
Chief Tech.	4 HRS	@	\$114.00	\$456.00	
CADD	4 HRS	@	\$15.00	\$60.00	
					\$990.00

E. WALL DESIGN / DETAILING

Sr. Proj. Engr.	3 HRS	@	\$158.00	\$474.00	
Chief Tech.	4 HRS	@	\$114.00	\$456.00	
CADD	4 HRS	@	\$15.00	\$60.00	
					\$990.00

F. WINGWALL DESIGNS / DETAILING

Sr. Proj. Engr.	6 HRS	@	\$158.00	\$948.00	
Chief Tech.	8 HRS	@	\$114.00	\$912.00	
CADD	8 HRS	@	\$15.00	\$120.00	
					\$1,980.00

G. STEEL RAILING, TYPE S1 / MISCELLANEOUS DETAILS

Sr. Proj. Engr.	1 HRS	@	\$158.00	\$158.00	
Chief Tech.	3 HRS	@	\$114.00	\$342.00	
CADD	3 HRS	@	\$15.00	\$45.00	
					\$545.00

(cont'd.)

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

70 PRELIMINARY STRUCTURE PLANS (Continued)

H. GENERAL PLAN & ELEVATION

Sr. Proj. Engr.	4 HRS	@	\$158.00	\$632.00	
Chief Tech.	8 HRS	@	\$114.00	\$912.00	
CADD	8 HRS	@	\$15.00	\$120.00	
					\$1,664.00

I. GENERAL DATA

Sr. Proj. Engr.	1 HRS	@	\$158.00	\$158.00	
Chief Tech.	3 HRS	@	\$114.00	\$342.00	
CADD	3 HRS	@	\$15.00	\$45.00	
					\$545.00

J. PLAN REVIEW

Engr. Mgr.	4 HRS	@	\$176.00	\$704.00	
					\$704.00

Sub-Total =	\$8,999.00
Misc. Direct Costs =	\$1.00
Total =	\$9,000.00

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

80 FINAL ROADWAY PLANS

A. REVISIONS - After County Review

Engr. Mgr.	1 HRS	@	\$176.00	\$176.00	
Sr. Proj. Engr.	4 HRS	@	\$158.00	\$632.00	
Chief Tech.	7 HRS	@	\$114.00	\$798.00	
Admin.	2 HRS	@	\$67.00	\$134.00	
CADD	7 HRS	@	\$15.00	\$105.00	
					\$1,845.00
					Sub-Total = \$1,845.00
					Misc. Direct Costs = \$55.00
					Total = \$1,900.00

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

90 FINAL STRUCTURE PLANS

A. REVISIONS - After County Review

Engr. Mgr.	1 HRS	@	\$176.00	\$176.00
Sr. Proj. Engr.	3 HRS	@	\$158.00	\$474.00
Chief Tech.	4 HRS	@	\$114.00	\$456.00
CADD	4 HRS	@	\$15.00	\$60.00

\$1,166.00

Sub-Total = \$1,166.00

Misc. Direct Costs = \$34.00

Total = \$1,200.00

TOTAL DESIGN = \$38,900.00

SCOPE OF SERVICES
McLean County 15-22140-00-BR
Cristy Bridge Replacement - 1600N Road

RIGHT-OF-WAY SURVEYING

Establish the existing centerline of Right-of-Way for Bridge Replacement

Field items include:

- Briefing from supplied field notes & plats
- Locate field points from old survey notes
- Collect data from control points and courthouse briefing

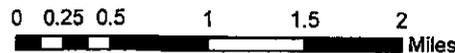
Other items include:

- Investigate ROW from Farnsworth field books, notes & plats
- Brief field crew
- Check field notes
- Analyze data from field

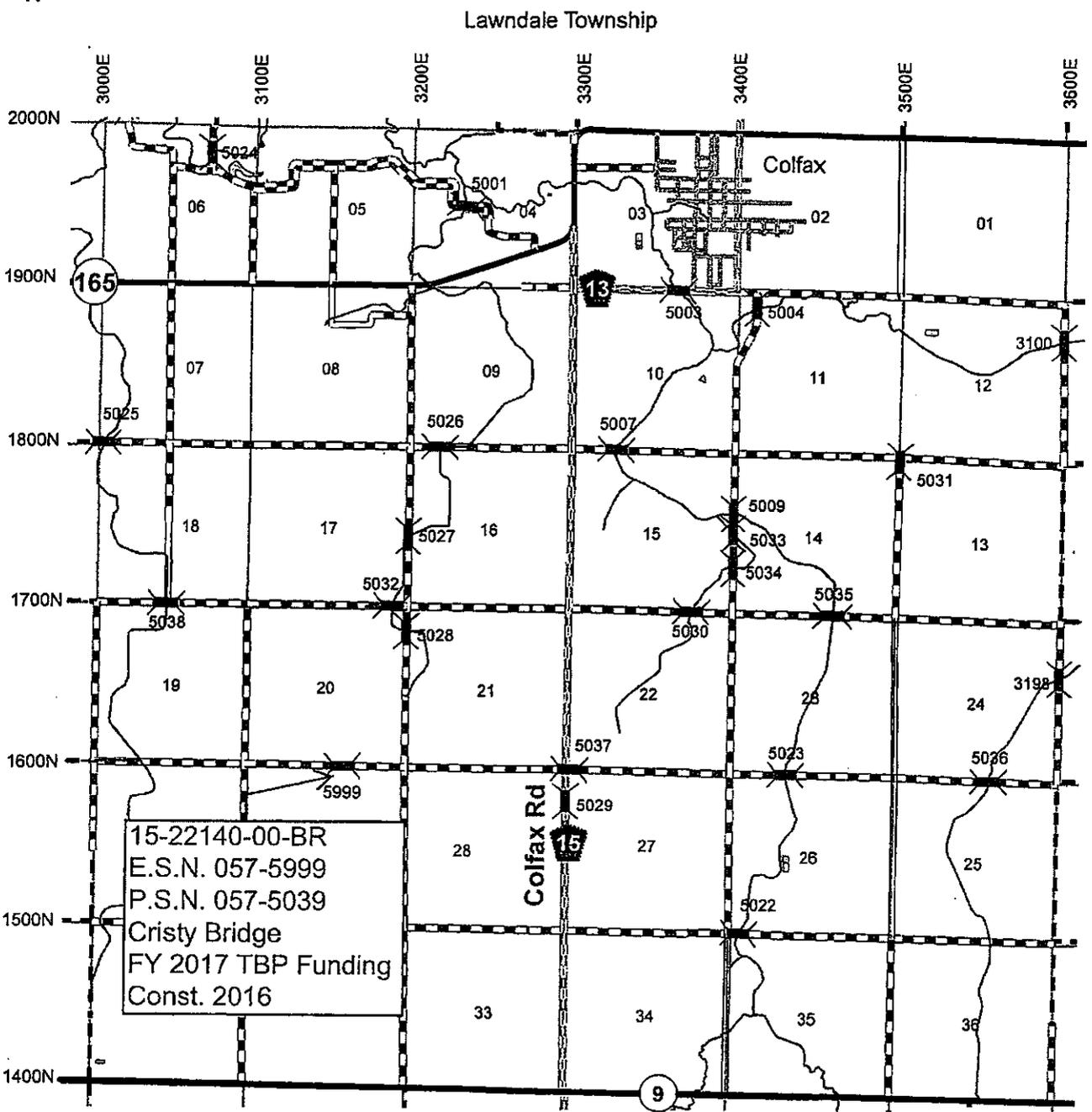
Senior Survey Manager	0.5	HRS	@	\$186.00	\$93.00
Engineering Manager	0.5	HRS	@	\$176.00	\$88.00
Project Land Surveyor	1	HRS	@	\$141.00	\$141.00
Chief Technician	20	HRS	@	\$114.00	\$2,280.00
Technician II	4	HRS	@	\$89.00	\$356.00
Field Vehicle	18	HRS	@	\$13.00	\$234.00
GPS	9	HRS	@	\$44.00	\$396.00
				Sub-Total =	\$3,588.00
				Misc. Direct Costs =	\$12.00
				Total =	<u>\$3,600.00</u>

Martin Township

T24N R5E



1 inch equals 1 mile



15-22140-00-BR
 E.S.N. 057-5999
 P.S.N. 057-5039
 Cristy Bridge
 FY 2017 TBP Funding
 Const. 2016

Bridges	Oil & Chip - Township	Town of Normal	corp limits final
Streams	Gravel - Township	Other Town of Village	Sections
RoadCenterline	Dirt, Township	State	Townships
Road Surface Type, Maintained By	Hotmix - McLean County	Private	Lakes
Hotmix - Township	Oil & Chip - McLean County	Surrounding County	
	City of Bloomington	Surrounding Township Roads	



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: May 28, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *ES*

Martin Road District, Section 15-22140-00-BR, Anticipation of Township Bridge Program Funds Resolution

Recommended Action:

The Highway Department recommends approval of the Resolution for the Anticipation of Township Bridge Program Funds for the Replacement of Structure 057-5999 in Martin Road District.

Background:

The Highway Department has been anticipating Township Bridge Program funds for the last several years to continue to construct township bridges as they deteriorate and need to be replaced. The Highway Department anticipates future Township Bridge Program Funding for projects and pays the expense in one calendar year. This incurs a receivable in the County Bridge Fund until the following calendar year. Township Bridge Program Funds are guaranteed by Illinois State Statute. The County will pay the funds for this project in 2015 and 2016 and will get reimbursed by the Township Bridge Program Fund in July/August of 2016.



WHEREAS the County Board of McLean County, Illinois, proposes to construct a bridge designated as Section 15-22140-00-BR, in Martin Road District, and;

WHEREAS the FY 2016 Township Bridge Funds allocated to McLean County are not sufficient to pay 80% of the cost of the above section;

THEREFORE, we hereby agree that the sum of \$40,000 shall be paid from county funds, township funds, or other available funds, thereby creating an indebtedness in the Township Bridge Fund for Martin Road District;

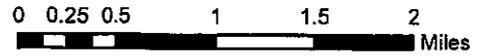
THEREFORE BE IT RESOLVED that the sum of \$40,000 be an indebtedness to the county, the same to be repaid from future Township Bridge Program allocations;

BE IT FURTHER RESOLVED that the clerk is hereby directed to transmit two certified copies of this Resolution to the State through its Regional Engineer's Office at Paris, Illinois.

<p style="text-align: center;">Approved</p> <p style="text-align: center;">_____ 20 Date</p>	<p>I, <u>Kathy Michael</u>, County Clerk in and for said County in the State of Illinois, 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 <u>McLean</u> County at its <u>regular</u> meeting held at <u>Bloomington</u> on <u>June 16th</u>, 2015.</p> <p>IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county at my office in <u>Bloomington</u> in said County this <u>16th</u> day of <u>June</u>, A.D., 2015.</p> <p>(SEAL)</p>
<p style="text-align: center;">Illinois Department of Transportation</p> <p style="text-align: center;">_____ Regional Engineer</p>	<p style="text-align: center;"><i>Kathy Michael</i> _____ County Clerk</p>

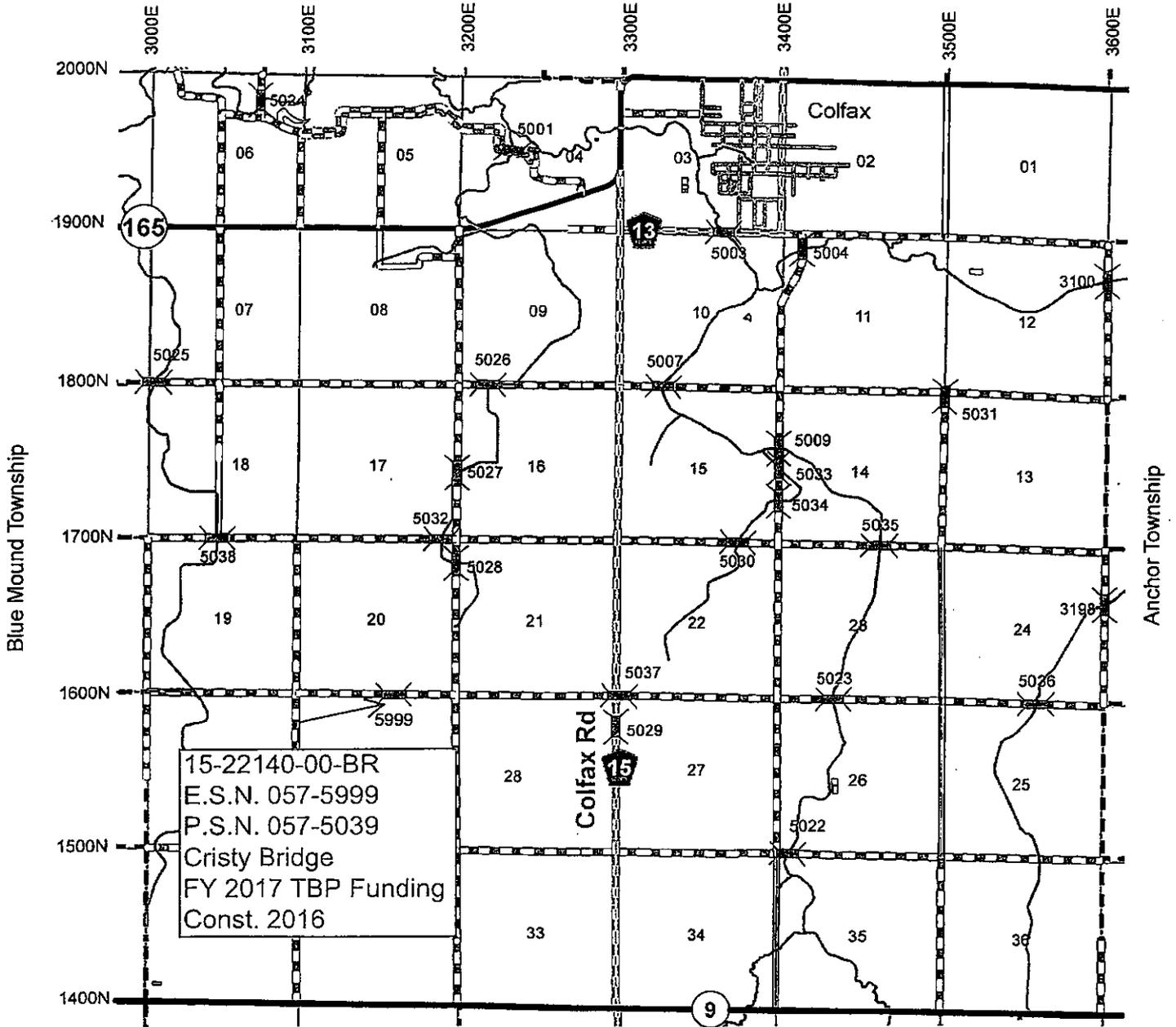
Martin Township

T24N R5E



1 inch equals 1 mile

Lawndale Township



15-22140-00-BR
 E.S.N. 057-5999
 P.S.N. 057-5039
 Cristy Bridge
 FY 2017 TBP Funding
 Const. 2016

Bridges	Oil & Chip - Township	Town of Normal	corp limits final
Streams	Gravel - Township	Other Town of Village	Sections
RoadCenterline	Dirt, Township	State	Townships
Road Surface Type, Maintained By	Hotmix - McLean County	Private	Lakes
Hotmix - Township	Oil & Chip - McLean County	Surrounding County	
	City of Bloomington	Surrounding Township Roads	



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: May 28, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *ESH*

Engineering Services Agreement with Hampton, Lenzini, and Renwick, Inc. for Section 13-00074-02-BR, Trent Bridge (County Highway 29 – 1900E) Replacement

Recommended Action:

The Highway Department recommends approval of the Engineering Services Agreement with Hampton, Lenzini, and Renwick, Inc.

Background:

The replacement of the bridge located approximately 500 feet north of County Highway 36 (700 North Road) on County Highway 29 (1900 East Road) is planned for 2017. This project is planned as a County Bridge funded project to be built in 2017. This bridge has timber planking abutments that are deteriorating, has significant concrete deterioration on the concrete railing, and is narrow for the existing traffic count of 1525 ADT.

The cost of the engineering services agreement is \$64,000. This will be funded 100% by the McLean County Bridge Fund.

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Hampton, Lenzini and Renwick, Inc.
Township:	Address: 3085 Stevenson Drive, Suite 201
Section: 13-00074-02-BR	City: Springfield
	State: Illinois, 62703

THIS AGREEMENT is made and entered into this 16th day of June, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name Trent Bridge Length 0.10 mile
Structure No. 057-4202 (Existing) 057-4229 (Proposed)
Location Gillum Road/ CH 29 / FAS 1477 over Salt Creek Branch
Sections 5/6, T 22 N, R 5 E, 3rd P.M., 1 mile southwest of Downs

Description: Design and plan preparation of 3 span concrete slab bridge and improved HMA roadway approaches.

DEFINITION

DEPARTMENT..... Illinois Department of Transportation

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a.(X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b.(X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c.() Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d.(X) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch ~~and/or Channel Change sketch~~, Utility plan and locations ~~and railroad crossing work agreements~~.
 - f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, Bridge Condition Report (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with all necessary copies of such for review and approval.
 - h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - i.() Assist the LA in the tabulation and interpretation of the contractor's proposals.

- j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.
 - k.() Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay for all services stipulated under paragraphs 1a, 1b, 1d, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions.

Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1a and 1b. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The upper limit of compensation for these services listed above shall be \$64,000.

The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The hourly rate itemized herein shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$215.00
Engineer 6	165.00
Engineer 5	150.00
Engineer 4	130.00
Engineer 3	120.00
Engineer 2	111.00
Engineer 1	86.00
Technician 3	109.00
Technician 2	88.00
Technician 1	64.00
Intern/ Temp	47.00
Land Acquisition	121.00
Survey 2	106.00
Survey 1	74.00
Environmental 2	91.00
Environmental 1	54.00
Administration 2	139.00
Administration 1	74.00

2. To pay for all services stipulated under paragraph 1h of THE ENGINEER AGREES at the hourly rates stipulated herein for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The work under this section will not be subject to an upper limit due the nature of the work proposed. The scope and cost of this item will be discussed with the LA, before the ENGINEER begins this work.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 1 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
4. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois,
acting by and through its County Board

ATTEST:

By Kathy Michael
County Clerk

By [Signature]

(SEAL)

Title: Chairperson, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By Michael Cira
Vice President

By Steven Muggerson
Vice President

(SEAL)

EXHIBIT A

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

EXHIBIT A

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

Steven W. Megginson
Signature of Authorized Representative

36-2555986
Requisition/Contract/Grant
ID Number

Steven W. Megginson, Vice President
Printed Name and Title

5/24/2015
Date

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors

155 South Elm Street
El Paso, Illinois 61738
Phone: (309) 527-2552
Fax: (309) 527-3230

505 North Main Street
Bloomington, Illinois 61701
Phone: (309) 829-2552
Fax: (309) 827-8861

222 East Center Street
LeRoy, Illinois 61752
Phone: (309) 962-8151
Fax: (309) 962-7503

May 21, 2015

Hampton, Lenzini & Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, IL 62703

ATTN: Steve Megginson, P.E., S.E.

Re: McLean County Bridge Replacements
Wade Bridge & Trent Bridge
GIS Section Corner Controls

Dear Steve:

Per your email request of May 19, 2015, Lewis, Yockey & Brown, Inc. will provide the GIS coordinate surveys for the Wade Bridge and Trent Bridge sites for the cost of \$2,125.00. Our work scope includes providing field surveys to monument the land section corners and identify the type of "marker" set or found in proximity to the two bridge sites. Our work also includes search of public records required as the basis for field survey work.

We are prepared to begin this work immediately upon receiving authorization to proceed.

Please advise should you require further assistance in these regards.

Very Truly Yours,
Lewis, Yockey & Brown, Inc.

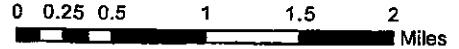
David P. Brown
President

DPB:kk

Cc: Proposal/HLR/Wade & Trent Bridges 052115

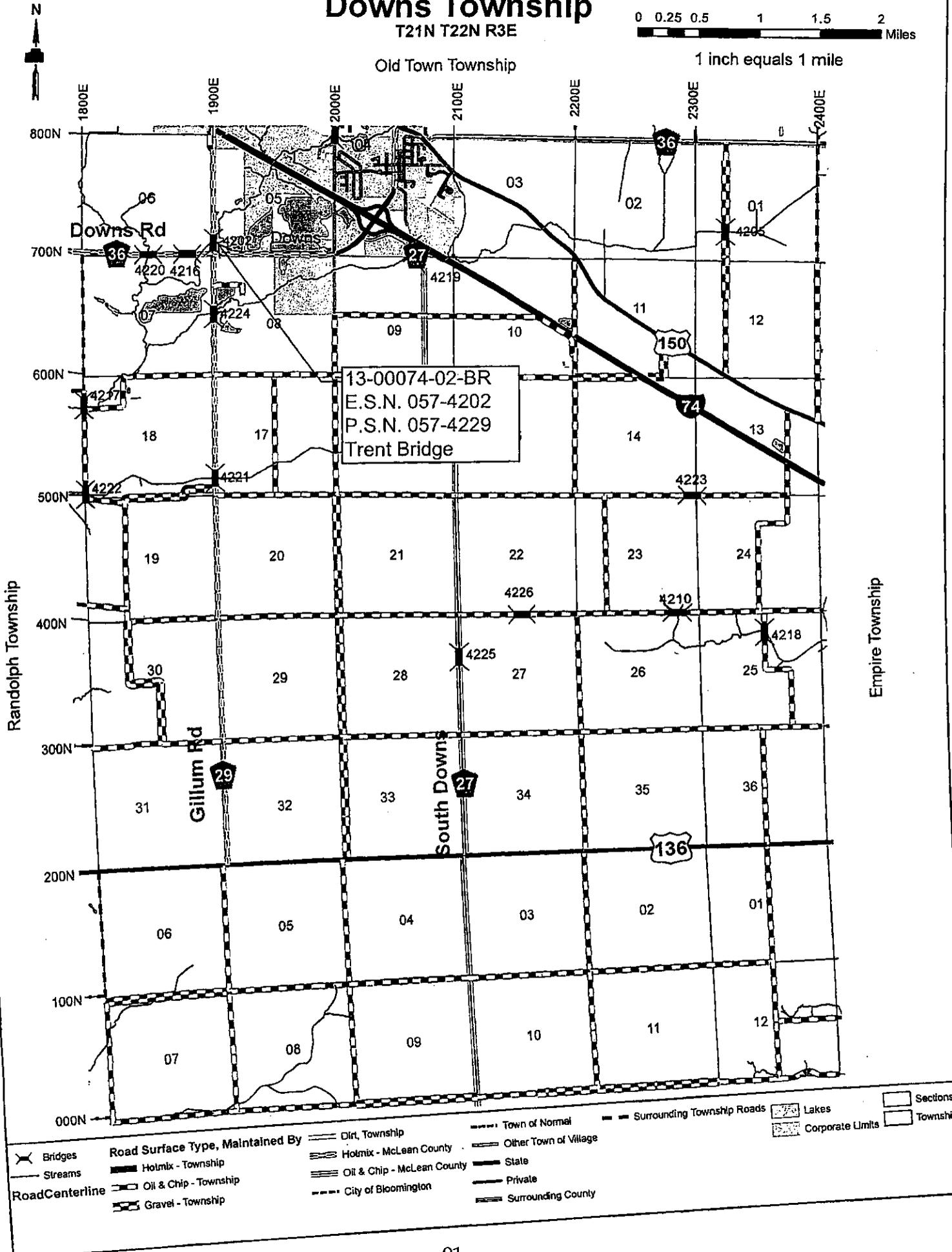
Downs Township

T21N T22N R3E



1 inch equals 1 mile

Old Town Township



Randolph Township

Empire Township

- | | | | | |
|--|--|--|--|---|
| <ul style="list-style-type: none"> Bridges Streams Road Centerline | <p>Road Surface Type, Maintained By</p> <ul style="list-style-type: none"> Dirt, Township Holmix - Township Oil & Chip - Township Gravel - Township | <ul style="list-style-type: none"> Town of Normal Other Town of Village City of Bloomington Surrounding County | <ul style="list-style-type: none"> Surrounding Township Roads Lakes Corporate Limits | <ul style="list-style-type: none"> Sections Townships |
|--|--|--|--|---|



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: May 28, 2015

TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee

FROM: Eric S. Schmitt, McLean County Engineer *ES*

Engineering Services Agreement with Farnsworth Group, Inc. for Section 15-00031-03-BR, Roselands II Bridge (County Highway 8 - 2450N) Replacement

Recommended Action:

The Highway Department recommends approval of the Engineering Services Agreement with Farnsworth Group, Inc.

Background:

The replacement of the bridge located approximately 2,000 feet east of 2900 East Road on County Highway 8 (2450 North Road) is planned for replacement in 2016. This project is planned as a County Bridge Fund project to be built in late 2016. The current structure was built in 1933, and the concrete is deteriorating. This structure is currently undersized and is a bottle neck in the drainage pattern east of Lexington. This structure is currently required to allow legal load only traffic.

The cost of the engineering services agreement is \$51,000. This will be funded 100% by the McLean County Bridge Fund.

Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Farnsworth Group, Inc.
Township Lexington				Address 2709 McGraw Drive
County McLean				City Bloomington
Section 15-00031-03-BR				State Illinois, 61704

THIS AGREEMENT is made and entered into this 16th day of June, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Roselands II Bridge Replacement

Route CH 8 Length 0.095 Mi. 500.00 FT (Structure No. 057-4937)

Termini _____

Description:

New three-span slab bridge with minor approach roadway design. Minor channel work will also be done directly upstream and downstream of the structure.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

Page 1 of 4

BLR.05510 (Rev. 11/06)

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. Prepare the Project Development Report when required by the DEPARTMENT.
- l. Locate land lines and reset monuments, if necessary (Establish Section Line).

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to the extension of actual hours and chargeable rates, but not exceed \$ 47,400.00 in accordance with the attached schedule of chargeable rates and Scope of Services. In addition, to pay the ENGINEER a sum of money equal to \$3,600.00 for the services stipulated in paragraph 1i. In addition, to pay the ENGINEER a sum of money equal to the extension of actual hours and chargeable rates for the services stipulated in paragraphs 1h and the attached Scope of Services and in accordance with the attached schedule of chargeable rates.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000		(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- 2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus * _____ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus * _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

*See Attached Schedule of Charges

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

_____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Kathy Michael

Clerk
(Seal)

[Signature]

By _____
Title _____

Executed by the ENGINEER:

ATTEST:

By _____
Title _____

By _____
Title _____

Approved

Date
Department of Transportation

Regional Engineer

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement – CH 8 (2450N Road)

Hydraulic Reports will be completed and delivered to the County & IDOT by August 7, 2015. Pre-Final Plans completed and delivered to the County by April 8, 2016. Final Plans completed and delivered to the County by July 19, 2016 (Assuming review time schedules met and Notice to Proceed given when shown). See attached sheet for further schedules.

1. Street Survey Complete with Total Station/Data Collector:
 - CH 8/2450N Road (1,000 ft.)
 - Hydraulic Survey (1,500 ft.)
 - Conduct Topographic and Contour Field Survey

2. Hydraulic Report:
 - Provide Joint 3-way permit for IDOT, Corp of Engineers and IEPA
 - Special Waste Screening for Environmental Survey Request

3. Plans, Specifications and Estimates:
 - County Bridge Funding Source
 - Bridge Replacement / Approach Roadway Design Criteria – Figure 32-2A (BLR Manual)
 - Assume Three Span Slab Bridge
 - Bridge Width – 32'-0" (Face to Face of Steel Railing)
 - Hydraulic Design – 20 Year Frequency (Figure 36-5A BLR Manual)
 - Project Length ≈ 500 feet
 - Design Speed - 40 mph
 - Two (2) Lane Facility ≈ 22'-0" Edge to Edge of Pavement + 5'-0" Shoulders (32'-0" Shoulder to Shoulder)
 - Maintain Existing Roadway Alignment (1600N Road)
 - Apparent Existing Right-of-Way – Varies
 - Pavement Cross Slope – 2.0% (HMA Surface/Binder and Aggregate Base Course – 12")
 - Shoulder Cross Slope – 4.0% (5' Aggregate – 6")
 - Provide Pavement Structural Analysis
 - Ditch Slope – 1:3 (V:H) Front Slope and 1:2 (V:H) Back Slope
 - Ditch Bottom – 2' Flat Bottom
 - Bridge Rail – Steel Railing, Type S1
 - Guard Rail – Steel Plate Beam Guardrail, Type A with Traffic Barrier Terminal 5A and Traffic Barrier Terminal Type 1
 - Functional Classification – Major Collector
 - Current Average Daily Traffic – Under 400
 - Clear Zone – 7' (Figure 35-2A BLR Manual)
 - Soil Borings (Not Included in Contract)
 - The structure will be replaced during road closure.
 - Provide Plans and Computer Diskette in accordance with IDOT Standard Policy ES-13.

4. Item to be done on a Time and Material Basis:
 - Provide R.O.W. Plats

5. Item to be done on a Lump Sum Basis:
 - Locate Land Lines and Reset Monuments (Establish Section Lines)

Note: Not included in this Scope of Services - Any purchase of title commitments, Special Environmental Studies (PESA, PSI, Etc.), IHPA historical/archeological level I studies, IDOC endangered species detailed action reports or Storm Water Pollution Control Plan; Traffic/Staging Plans; Bidding Services; Pre-Construction Meeting; Shop Drawing Review and Construction Services (Material Documentation or Testing). This work will be done on a time and material basis if requested.



Schedule of Charges - January 1, 2015

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 67.00
Engineering Intern I	\$ 102.00
Engineering Intern II	\$ 112.00
Engineer/Land Surveyor.....	\$ 122.00
Senior Engineer/Senior Land Surveyor.....	\$ 128.00
Project Engineer/Project Land Surveyor	\$ 141.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 158.00
Engineering Manager/Land Surveying Manager.....	\$ 176.00
Senior Engineering Manager/Senior Land Surveying Manager.....	\$ 186.00
Principal/Vice President.....	\$ 199.00

Technical Staff	
Technician I	\$ 67.00
Technician II	\$ 89.00
Senior Technician	\$ 99.00
Chief Technician	\$ 114.00
Designer/Computer Specialist/Lead Technician	\$ 123.00
Senior Designer.....	\$ 128.00
Project Designer/Project Technician	\$ 136.00
Senior Project Designer/Systems Integration Manager	\$ 153.00
Design Manager/Government Affairs Manager.....	\$ 165.00
Technical Manager	\$ 174.00
Senior Technical Manager.....	\$ 186.00

Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 92.00
Interior Designer	\$ 96.00
Senior Interior Designer/Designer II	\$ 102.00
Architect/Designer III/Project Coordinator	\$ 116.00
Senior Architect/Senior Project Coordinator.....	\$ 123.00
Project Architect/Project Manager	\$ 134.00
Senior Project Architect/Senior Project Manager	\$ 148.00
Architectural Manager.....	\$ 157.00
Senior Architectural Manager	\$ 165.00
Principal – Architecture.....	\$ 187.00

Units	
Overtime, If Required by Client – Non-Exempt Employees Only.....	1.25x billing rate
Per diem	\$46.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	\$0.60/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2016 UNLESS NOTIFIED

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement – CH 8 (2450N Road)

Preliminary Index to Sheets

1	Cover Sheet
2	General Notes, Commitments and Miscellaneous Details
3	Summary and Schedules
4	Alignment, Survey Ties and Benchmarks
5	Plan and Profile Sheet
6	Erosion Control Plan
7	General Plan and Elevation
8	General Data
9	Top of Slab Elevation Locations and Elevations
10	Superstructure Deck
11	Superstructure Details
12-13	Bridge Approach Slab Details
14	Steel Railing, Type S1
15	Abutments
16	Piers
17	HP Pile Details
18	Soil Boring Logs
19-20	Cross Sections

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement – CH 8 (2450N Road)

Roadway Survey:

Length of Project: CH 8/2450N Road Sta. 100+00 to Sta. 110+00 1,000 ft.

Average Number of Points/Cross Section 20 Shots
+50, Crop Line, TB, FL, EP, CL, EP, FL, TB, Crop Line, +50

Misc. Shots, Trees, Mailboxes, Landscaping, Etc.
Number of Cross Sections (Topo.) (100' Intervals) 14 Cross Sections
1,000/100 + 1 = 11
+ Intersections & Driveways = 4

Total Number of Points (w/o Bridge) 20 x 15 = 300 Points

Average Number of Points/Day 300 Points/Day

Topo. Number of Days = 300/300 ≈ 1.0 Days
Set Control & Stationing 0.5 Day

Total Roadway Survey = 1.5 Days

Hydraulic Survey:

Length = 750' Upstream (include Upstream Culvert) to 750' Downstream
Average number of points 500', 400', 300', 200', 100', TB, EW, FL, EW,
TB, 100', 200', 300', 400', 500' = 15

Number of Points 1500/100 + 1 = 16
+ Upstream & Downstream Faces = 16 + 2 = 18 x 15 = 270/200 Day ≈ 1.5 Days

Bridge Shots & Bridge Opening Shots 0.5 Day

Total Hydraulic Survey = 2.0 Day

Plans:

Total Number of Plan/Profile Sheets (Roadway) – 20 Scale 1 Sheets
CH 8/2450N Road - 1000 ft/1000 = 1

Total Number of Cross-Section Sheets – 5 Cross Sections/Sheet 2 Sheets
CH 8/2450N Road - 1000 ft/(100 x 5) = ≈ 2

McLean County 15-00031-03-BR
Roselands II Bridge Replacement – CH 8 (2450N Road)
Schedule

Notice to Proceed	June 19, 2015
Surveying	June 29, 2015
Environmental Survey Request (ESR) Submitted	August 7, 2015
Hydraulic Report Submitted (Joint 3-way: IDOT, Corps, IEPA)	August 7, 2015
Pre-Final Right-of-Way Plats to County	September 11, 2015
Hydraulic Report Approval	October 9, 2015
Pre-Final Right-of-Way Plats with Comments from County	November 13, 2015
Environmental Survey Request (ESR) Approval	January 8, 2016
Pre-Final Plans to County	April 8, 2016
Final Right-of-Way Plats to County	April 22, 2016
Pre-Final Plans with Comments from County	June 10, 2016
Final Plans to County	July 8, 2016
Letting	July 19, 2016

Note: 1) Unless otherwise noted all submittals to County.

2) Schedule based upon reasonable time frames for review and on receiving approval on or before dates shown.

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

PROJECT ADMINISTRATION

Engineering Manager	7.5 Hrs.	@	\$176.00 /Hr. =	\$1,320.00	
Admin.	1 Hrs.	@	\$67.00 /Hr. =	\$67.00	
Misc. Dierct Costs				<u>\$13.00</u>	\$1,400.00

ROAD SURVEY COMPLETE

Engineering Manager	1.5 Hrs.	@	\$176.00 /Hr. =	\$264.00	
Project Designer	2 Hrs.	@	\$136.00 /Hr. =	\$272.00	
Chief Technician	12 Hrs.	@	\$114.00 /Hr. =	\$1,368.00	
Technician II	12 Hrs.	@	\$89.00 /Hr. =	\$1,068.00	
Field Vehicle	12 Hrs.	@	\$13.00 /Hr. =	\$156.00	
GPS Unit	12 Hrs.	@	\$22.00 /Hr. =	\$264.00	
Misc. Dierct Costs				<u>\$8.00</u>	\$3,400.00

HYDRAULIC SURVEY

Chief Technician	14 Hrs.	@	\$114.00 /Hr. =	\$1,596.00	
Technician II	14 Hrs.	@	\$89.00 /Hr. =	\$1,246.00	
Field Vehicle	14 Hrs.	@	\$13.00 /Hr. =	\$182.00	
GPS Unit	11 Hrs.	@	\$22.00 /Hr. =	\$242.00	
Misc. Dierct Costs				<u>\$34.00</u>	\$3,300.00

HYDRAULIC REPORT

Engineer Manager	2 Hrs.	@	\$176.00 /Hr. =	\$352.00	
Senior Project Engineer	23 Hrs.	@	\$158.00 /Hr. =	\$3,634.00	
Chief Technician	12 Hrs.	@	\$114.00 /Hr. =	\$1,368.00	
Computer - CADD	12 Hrs.	@	\$15.00 /Hr. =	\$180.00	
Special Waste Screening				\$250.00	
Water Resources Permit Application Fee				\$3,000.00	
Misc. Dierct Costs				<u>\$16.00</u>	\$8,800.00

WORK SHEETS

Chief Technician	12.5 Hrs.	@	\$114.00 /Hr. =	\$1,425.00	
Computer - CADD	12.5 Hrs.	@	\$15.00 /Hr. =	\$187.50	
Misc. Dierct Costs				<u>\$87.50</u>	\$1,700.00

PRELIMINARY ROADWAY PLANS

Engineer Manager	3 Hrs.	@	\$176.00 /Hr. =	\$528.00	
Senior Project Engineer	20 Hrs.	@	\$158.00 /Hr. =	\$3,160.00	
Chief Technician	33 Hrs.	@	\$114.00 /Hr. =	\$3,762.00	
Admin.	11 Hrs.	@	\$67.00 /Hr. =	\$737.00	
Computer - CADD	33 Hrs.	@	\$15.00 /Hr. =	\$495.00	
Misc. Dierct Costs				<u>\$18.00</u>	\$8,700.00

SCOPE OF SERVICES
 McLean County 15-00031-03-BR
 Roselands II Bridge Replacement - CH 8 (2450N Road)

PRELIMINARY STRUCTURE PLANS

Engineer Manager	6 Hrs.	@	\$176.00 /Hr. =	\$1,056.00	
Senior Project Engineer	42 Hrs.	@	\$158.00 /Hr. =	\$6,636.00	
Chief Technician	63 Hrs.	@	\$114.00 /Hr. =	\$7,182.00	
Admin.	1 Hrs.	@	\$67.00 /Hr. =	\$67.00	
Computer - CADD	63 Hrs.	@	\$15.00 /Hr. =	\$945.00	
Misc. Dierct Costs				<u>\$14.00</u>	\$15,900.00

FINAL ROADWAY PLANS

Engineer Manager	1 Hrs.	@	\$176.00 /Hr. =	\$176.00	
Senior Project Engineer	5 Hrs.	@	\$158.00 /Hr. =	\$790.00	
Chief Technician	8 Hrs.	@	\$114.00 /Hr. =	\$912.00	
Admin.	2 Hrs.	@	\$67.00 /Hr. =	\$134.00	
Computer - CADD	8 Hrs.	@	\$15.00 /Hr. =	\$120.00	
Misc. Dierct Costs				<u>\$68.00</u>	\$2,200.00

FINAL STRUCTURE PLANS

Engineer Manager	1 Hrs.	@	\$176.00 /Hr. =	\$176.00	
Senior Project Engineer	5 Hrs.	@	\$158.00 /Hr. =	\$790.00	
Chief Technician	8 Hrs.	@	\$114.00 /Hr. =	\$912.00	
Computer - CADD	8 Hrs.	@	\$15.00 /Hr. =	\$120.00	
Misc. Dierct Costs				<u>\$2.00</u>	<u>\$2,000.00</u>

Total Design without Right-of-Way = \$47,400.00
--

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

10 PROJECT MGMT./ADMIN.

A. CONTRACT PREPARATION (WITH PRELIMINARY CONSTRUCTION ESTIMATE)

Engr. Mgr.	3 HRS	@	\$176.00	\$528.00	
Admin.	0.5 HRS	@	\$67.00	\$33.50	
					\$561.50

B. BILLING

Engr. Mgr.	1.5 HRS	@	\$176.00	\$264.00	
Admin.	0.5 HRS	@	\$67.00	\$33.50	
					\$297.50

C. CLIENT CONTACT / MEETINGS

Engr. Mgr.	2 HRS	@	\$176.00	\$352.00	
					\$352.00

D. TELEPHONE / CORRESPONDENCE

Engr. Mgr.	1 HRS	@	\$176.00	\$176.00	
					\$176.00

Sub-Total =	\$1,387.00
Misc. Direct Costs =	\$13.00
Total =	\$1,400.00

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

20 ROAD SURVEY/DATA COMPILE - CH 8 (2450N Road)
-1,000' of Roadway

A. REVIEW INFORMATION

Engr. Mgr.	1 HRS	@	\$176.00	\$176.00	
					\$176.00

B. BRIEFING/COORDINATION

Engr. Mgr.	0.5 HRS	@	\$176.00	\$88.00	
Chief Tech.	2 HRS	@	\$114.00	\$228.00	
					\$316.00

C. SET CONTROL / STATIONING

Proj. Designer	2 HRS	@	\$136.00	\$272.00	
Tech. II	2 HRS	@	\$89.00	\$178.00	
Field Vehicle	2 HRS	@	\$13.00	\$26.00	
GPS Unit	2 HRS	@	\$22.00	\$44.00	
					\$520.00

D. LEVEL CIRCUIT / BENCHMARKS

Chief Tech.	2 HRS	@	\$114.00	\$228.00	
Tech. II	2 HRS	@	\$89.00	\$178.00	
Field Vehicle	2 HRS	@	\$13.00	\$26.00	
GPS Unit	2 HRS	@	\$22.00	\$44.00	
					\$476.00

E. TOPOGRAPHIC SURVEY- Includes 1,000' of Roadway

Chief Tech.	8 HRS	@	\$114.00	\$912.00	
Tech. II	8 HRS	@	\$89.00	\$712.00	
Field Vehicle	8 HRS	@	\$13.00	\$104.00	
GPS Unit	8 HRS	@	\$22.00	\$176.00	
					\$1,904.00

Sub-Total =	\$3,392.00
Misc. Direct Costs =	\$8.00
Total =	\$3,400.00

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

30 HYDRAULIC SURVEY - 1500'

A. HYDRAULIC CROSS SECTIONS

Chief Tech.	10 HRS	@	\$114.00	\$1,140.00	
Tech. II	10 HRS	@	\$89.00	\$890.00	
Field Vehicle	10 HRS	@	\$13.00	\$130.00	
GPS Unit	8 HRS	@	\$22.00	\$176.00	
					\$2,336.00

B. BRIDGE SURVEY

Chief Tech.	4 HRS	@	\$114.00	\$456.00	
Tech. II	4 HRS	@	\$89.00	\$356.00	
Field Vehicle	4 HRS	@	\$13.00	\$52.00	
GPS Unit	3 HRS	@	\$22.00	\$66.00	
					\$930.00

Sub-Total =	\$3,266.00
Misc. Direct Costs =	\$34.00
Total =	\$3,300.00

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

40 HYDRAULIC REPORT

A. REPORT WRITING

Sr. Proj. Engr.	3 HRS	@	\$158.00	\$474.00	
					\$474.00

B. EXHIBITS

Sr. Proj. Engr.	4 HRS	@	\$158.00	\$632.00	
Chief Tech.	9 HRS	@	\$114.00	\$1,026.00	
CADD	9 HRS	@	\$15.00	\$135.00	
					\$1,793.00

C. HYDROLOGIC ANALYSIS

Sr. Proj. Engr.	1 HRS	@	\$158.00	\$158.00	
					\$158.00

D. DATA DUMP / PLOTTING

Chief Tech.	3 HRS	@	\$114.00	\$342.00	
CADD	3 HRS	@	\$15.00	\$45.00	
					\$387.00

E. HYDRAULIC ANALYSIS

Sr. Proj. Engr.	10 HRS	@	\$158.00	\$1,580.00	
Water Resources Permit Application Fee				\$3,000.00	
					\$4,580.00

F. ENVIRONMENTAL SURVEY REQUEST DOCUMENTATION

Sr. Proj. Engr.	5 HRS	@	\$158.00	\$790.00	
Special Waste Screening				\$250.00	
					\$1,040.00

G. CHECKING / REVISIONS

Engr. Mgr.	2 HRS	@	\$176.00	\$352.00	
					\$352.00

Sub-Total =	\$8,784.00
Misc. Direct Costs =	\$16.00
Total =	\$8,800.00

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

50 PRELIMINARY WORK SHEETS

A. PLOT EXISTING CROSS-SECTIONS - 2 Sheets

Chief Tech.:	3.5 HRS	@	\$114.00	\$399.00	
CADD	3.5 HRS	@	\$15.00	\$52.50	
					\$451.50

B. PLOT EXISTING PLAN AND PROFILE - 1 Sheet

Chief Tech.	5 HRS	@	\$114.00	\$570.00	
CADD	5 HRS	@	\$15.00	\$75.00	
					\$645.00

C. DATA DUMP / PROCESSING

Chief Tech.	4 HRS	@	\$114.00	\$456.00	
CADD	4 HRS	@	\$15.00	\$60.00	
					\$516.00

Sub-Total =	\$1,612.50
Misc. Direct Costs =	\$87.50
Total =	\$1,700.00

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

60 PRELIMINARY ROADWAY PLANS

A. PROPOSED CROSS SECTIONS

Sr. Proj. Engr.	2 HRS	@	\$158.00	\$316.00	
Chief Tech.	9 HRS	@	\$114.00	\$1,026.00	
CADD	9 HRS	@	\$15.00	\$135.00	
					\$1,477.00

B. ESTIMATE OF COST / TIME

Sr. Proj. Engr.	2 HRS	@	\$158.00	\$316.00	
Admin.	2 HRS	@	\$67.00	\$134.00	
					\$450.00

C. COVER SHEET

Sr. Proj. Engr.	0.5 HRS	@	\$158.00	\$79.00	
Chief Tech.	2 HRS	@	\$114.00	\$228.00	
CADD	2 HRS	@	\$15.00	\$30.00	
					\$337.00

D. TYPICAL SECTION

Sr. Proj. Engr.	0.5 HRS	@	\$158.00	\$79.00	
Chief Tech.	2 HRS	@	\$114.00	\$228.00	
CADD	2 HRS	@	\$15.00	\$30.00	
					\$337.00

E. SUMMARY OF QUANTITIES

Sr. Proj. Engr.	1 HRS	@	\$158.00	\$158.00	
Chief Tech.	2 HRS	@	\$114.00	\$228.00	
Admin.	2 HRS	@	\$67.00	\$134.00	
CADD	2 HRS	@	\$15.00	\$30.00	
					\$550.00

F. PROPOSED PLANS & PROFILES -1"=20' CH 8 (2450N Road) - 1 Sheet

Sr. Proj. Engr.	4 HRS	@	\$158.00	\$632.00	
Chief Tech.	10 HRS	@	\$114.00	\$1,140.00	
CADD	10 HRS	@	\$15.00	\$150.00	
					\$1,922.00

G. QUANTITY CALCULATIONS / SCHEDULES OF QUANTITIES

Sr. Proj. Engr.	5 HRS	@	\$158.00	\$790.00	
Chief Tech.	8 HRS	@	\$114.00	\$912.00	
Admin.	2 HRS	@	\$67.00	\$134.00	
CADD	8 HRS	@	\$15.00	\$120.00	
					\$1,956.00

(cont'd.)

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

60 PRELIMINARY ROADWAY PLANS (Continued)

H. SPECIAL PROVISIONS

Sr. Proj. Engr.	5 HRS	@	\$158.00	\$790.00	
Admin.	5 HRS	@	\$67.00	\$335.00	
					\$1,125.00

I. CHECKING

Engr. Mgr.	3 HRS	@	\$176.00	\$528.00	
					\$528.00

Sub-Total =	\$8,682.00
Misc. Direct Costs =	\$18.00
Total =	\$8,700.00

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

70 PRELIMINARY STRUCTURE PLANS

A. COST ESTIMATE

Sr. Proj. Engr.	2 HRS	@	\$158.00	\$316.00	
Admin.	1 HRS	@	\$67.00	\$67.00	
					\$383.00

B. SOIL BORING ANALYSIS

Sr. Proj. Engr.	2 HRS	@	\$158.00	\$316.00	
Chief Tech.	1 HRS	@	\$114.00	\$114.00	
CADD	1 HRS	@	\$15.00	\$15.00	
					\$445.00

C. TOP OF SLAB ELEVATIONS / DEFLECTION

Sr. Proj. Engr.	4 HRS	@	\$158.00	\$632.00	
Chief Tech.	4 HRS	@	\$114.00	\$456.00	
CADD	4 HRS	@	\$15.00	\$60.00	
					\$1,148.00

D. TOP OF SLAB REINFORCEMENT DESIGN / DETAILING

Sr. Proj. Engr.	5 HRS	@	\$158.00	\$790.00	
Chief Tech.	5 HRS	@	\$114.00	\$570.00	
CADD	5 HRS	@	\$15.00	\$75.00	
					\$1,435.00

E. BOTTOM OF SLAB REINFORCEMENT DESIGN / DETAILING

Sr. Proj. Engr.	5 HRS	@	\$158.00	\$790.00	
Chief Tech.	5 HRS	@	\$114.00	\$570.00	
CADD	5 HRS	@	\$15.00	\$75.00	
					\$1,435.00

F. SUPERSTRUCTURE DECK / DETAILS - 2 Sheets

Sr. Proj. Engr.	5 HRS	@	\$158.00	\$790.00	
Chief Tech.	12 HRS	@	\$114.00	\$1,368.00	
CADD	12 HRS	@	\$15.00	\$180.00	
					\$2,338.00

G. BRIDGE APPROACH SLAB DETAILS - 2 Sheets

Sr. Proj. Engr.	5 HRS	@	\$158.00	\$790.00	
Chief Tech.	10 HRS	@	\$114.00	\$1,140.00	
CADD	10 HRS	@	\$15.00	\$150.00	
					\$2,080.00

(cont'd.)

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

70 PRELIMINARY STRUCTURE PLANS (Continued)

H. STEEL RAILING, TYPE S1 / MISCELLANEOUS DETAILS

Sr. Proj. Engr.	1 HRS	@	\$158.00	\$158.00	
Chief Tech.	3 HRS	@	\$114.00	\$342.00	
CADD	3 HRS	@	\$15.00	\$45.00	
					\$545.00

I. ABUTMENTS/PIERS DESIGN / DETAILING

Sr. Proj. Engr.	8 HRS	@	\$158.00	\$1,264.00	
Chief Tech.	12 HRS	@	\$114.00	\$1,368.00	
CADD	12 HRS	@	\$15.00	\$180.00	
					\$2,812.00

J. GENERAL PLAN & ELEVATION

Sr. Proj. Engr.	4 HRS	@	\$158.00	\$632.00	
Chief Tech.	8 HRS	@	\$114.00	\$912.00	
CADD	8 HRS	@	\$15.00	\$120.00	
					\$1,664.00

K. GENERAL DATA

Sr. Proj. Engr.	1 HRS	@	\$158.00	\$158.00	
Chief Tech.	3 HRS	@	\$114.00	\$342.00	
CADD	3 HRS	@	\$15.00	\$45.00	
					\$545.00

L. PLAN REVIEW

Engr. Mgr.	6 HRS	@	\$176.00	\$1,056.00	
					\$1,056.00

Sub-Total =	\$15,886.00
Misc. Direct Costs =	\$14.00
Total =	\$15,900.00

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

80 FINAL ROADWAY PLANS

A. REVISIONS - After County Review

Engr. Mgr.	1 HRS	@	\$176.00	\$176.00	
Sr. Proj. Engr.	5 HRS	@	\$158.00	\$790.00	
Chief Tech.	8 HRS	@	\$114.00	\$912.00	
Admin.	2 HRS	@	\$67.00	\$134.00	
CADD	8 HRS	@	\$15.00	\$120.00	
					\$2,132.00

Sub-Total =	\$2,132.00
Misc. Direct Costs =	<u>\$68.00</u>
Total =	\$2,200.00

SCOPE OF SERVICES
 McLean County 15-00031-03-BR
 Roselands II Bridge Replacement - CH 8 (2450N Road)

90 FINAL STRUCTURE PLANS

A. REVISIONS - After County Review

Engr. Mgr.	1 HRS	@	\$176.00	\$176.00
Sr. Proj. Engr.	5 HRS	@	\$158.00	\$790.00
Chief Tech.	8 HRS	@	\$114.00	\$912.00
CADD	8 HRS	@	\$15.00	\$120.00

\$1,998.00

Sub-Total = \$1,998.00

Misc. Direct Costs = \$2.00

Total = \$2,000.00

TOTAL DESIGN = \$47,400.00

SCOPE OF SERVICES
McLean County 15-00031-03-BR
Roselands II Bridge Replacement - CH 8 (2450N Road)

RIGHT-OF-WAY SURVEYING

Establish the existing centerline of Right-of-Way for Bridge Replacement

Field items include:

- Briefing from supplied field notes & plats
- Locate field points from old survey notes
- Collect data from control points and courthouse briefing

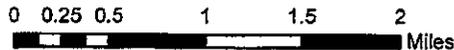
Other items include:

- Investigate ROW from Farnsworth field books, notes & plats
- Brief field crew
- Check field notes
- Analyze data from field

Senior Survey Manager	0.5	HRS	@	\$186.00	\$93.00
Engineering Manager	0.5	HRS	@	\$176.00	\$88.00
Project Land Surveyor	1	HRS	@	\$141.00	\$141.00
Chief Technician	20	HRS	@	\$114.00	\$2,280.00
Technician II	4	HRS	@	\$89.00	\$356.00
Field Vehicle	18	HRS	@	\$13.00	\$234.00
GPS	9	HRS	@	\$44.00	\$396.00
					Sub-Total = \$3,588.00
					Misc. Direct Costs = \$12.00
					Total = \$3,600.00

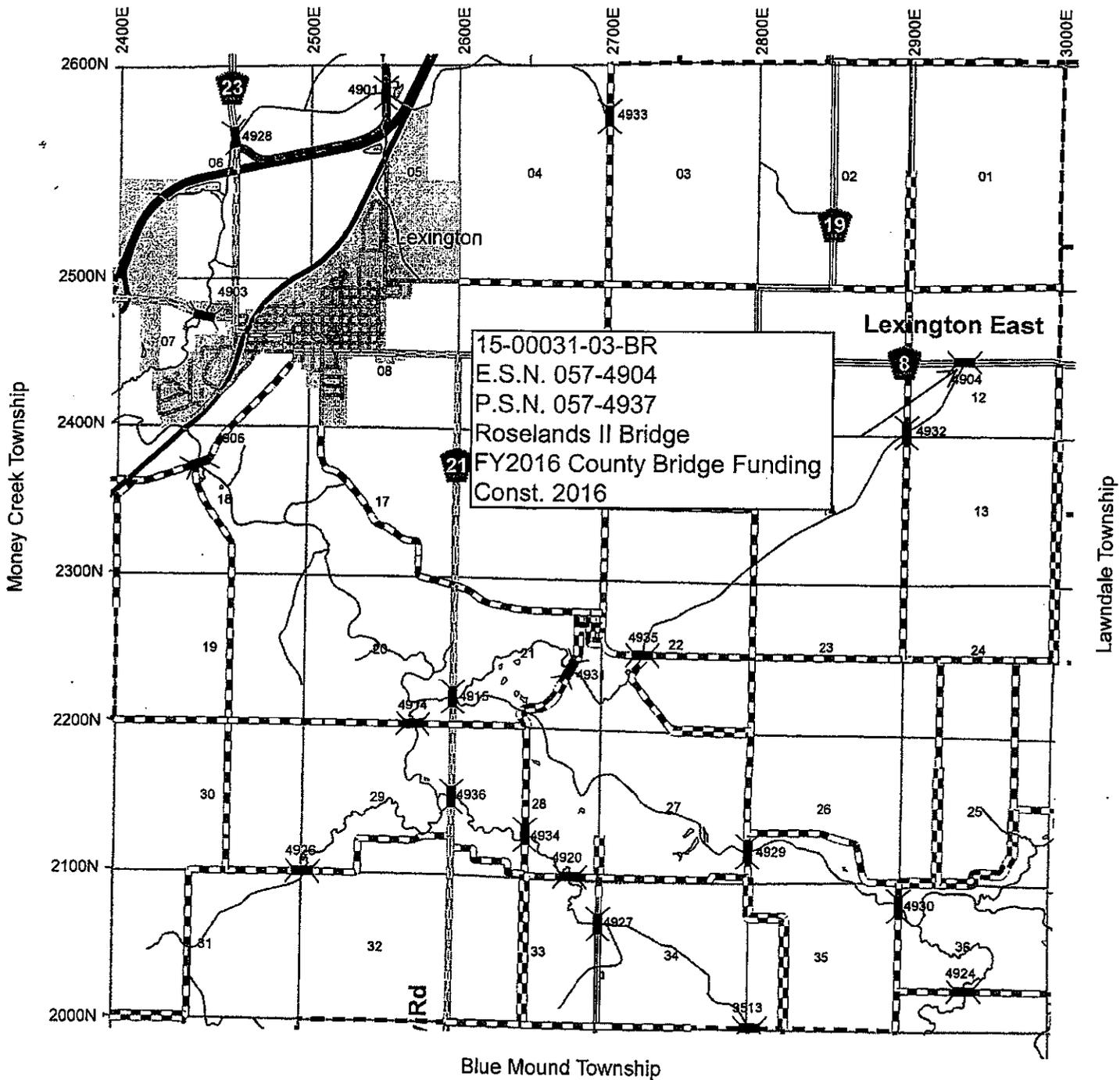
Lexington Township

T25N R4E



Chenoa Township

1 inch equals 1 mile



	Bridges		Dirt, Township		Town of Normal		corp limits final
	Hotmix - Township		Hotmix - McLean County		Other Town of Village		Sections
	Oil & Chip - Township		Oil & Chip - McLean County		State		Townships
	Gravel - Township		City of Bloomington		Private		
			Surrounding County		Surrounding Township Road		



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: May 29, 2015
TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee
FROM: Eric S. Schmitt, McLean County Engineer *ESV*

Engineering Services Agreement AMENDMENT with Chastain & Associates LLC for Section 15-27145-00-BR, Donovan Culvert (1700E) Replacement

Recommended Action:

The Highway Department recommends approval of the Engineering Services Agreement AMENDMENT with Chastain & Associates LLC.

Background:

The original engineering agreement with Chastain & Associates for this project needs to be revised to include additional environmental services that were not included in the original agreement. These services are normally provided by the Illinois Department of Transportation, but due to the funding used for this project they will not perform the services. This amendment adds the services to the agreement, and Chastain is sub-contracting the work to Prairie Engineers of Illinois, P.C., because they do not perform these services..

The cost of the engineering services AMENDED agreement is \$43,262. This will be final funded 50% by McLean County, and 50% Randolph Road District.

Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Chastain & Associates LLC
Township Randolph				Address 5 North Country Club Road
County McLean				City Decatur
Section 15-27145-00-BR				State IL

THIS AMENDED AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Donovan Culvert

Route TR 278 Length _____ Mi. _____ FT (Structure No. _____)

Termini 2.3 mi Northeast of Heyworth

Description:

Replacement of the existing single cell CIP box culvert and improvement to roadway safety by a profile grade change, culvert approach guard rail, widened roadway, and flatter side slopes.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **SEE ADDENDUM**
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule: **SEE ADDENDUM**

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum. **SEE ADDENDUM**

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. **SEE ADDENDUM**
- "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean of the
(Municipality/Township/County)

State of Illinois, acting by and through its

ATTEST:

By Kathy Michael
County Clerk
(Seal)

County Board
By [Signature]
Title County Board Chairman

Executed by the ENGINEER:

Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, Illinois 61704

ATTEST:

By _____
Title Principal

By _____
Title Engineering Manager

Approved

Date
Department of Transportation

Regional Engineer

ADDENDUM

Preliminary Engineering Services Agreement For Motor Fuel Tax Funds

Donovan Culvert Replacement

Revise item 1 and the 1st paragraph of item 2 of THE LA AGREES to read as follows:

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, and 1j a sum of money NOT TO EXCEED \$43,262 on the basis of a Direct Labor Multiple of 3.00.

Project Budget Worksheet
 Project: McLean Co. - Donovan Culvert
 HLC Proj No: 26-May-15
 Date: [unclear]

Item Description
 Labor Multiplier: 3.0
 Labor Estimation Factor: 1.00
 Total Labor Multiplier: 3.0
 Labor Cost Budget

Code No.	Task No.	Item Description	Count	Unit	Hours	Rate	Subtotal	Proj Engineer I	Beysis Surveyor I	Boeing Project Manager I	Bullcock Tech IV	Burch Chief of Survey	Ellett Administration	King Tech IV	Myers Project Principal	Stedmen Surveyor I	West Tech II	Task Direct Cost	CADD (Hours)	Vehicles (Days)	Prorate Eng (L-Share)	4-2-50 GPS Job
	1	Topographic Survey																				
	1.1	Administration & management	2.5			\$334.50						2	0.5									
	1.2	Establish Horizontal Control	6			\$370.00																
	1.3	Establish Vertical Control	8			\$427.00																
	1.4	Topo and cross sections of roadway	18			\$1,140.00																
	1.5	Reserve and Locate Section Corners	4			\$970.00																
	1.6	Pictures	1			\$142.00																
	1.7	Download Data, Process, and DTM	3			\$180.00																
	1.8	QA/QC	2			\$388.00																
		Labor Subtotal			47.5	\$2,870.50			23	0	0	4	0.5	0	0	20	0	\$487.50	\$40.00	\$195.00	\$0.00	\$2,725.00
		Direct Cost				\$2,870.50																
		Total				\$4,708.00																
	2	Hydraulic Survey																				
	2.1	Administration & management	2			\$908.00																
	2.2	Set/recover control	4			\$265.00																
	2.3	Stream profile	12			\$855.00																
	2.4	Stream cross sections	20			\$1,425.00																
	2.5	QA/QC	1			\$155.00																
		Labor Subtotal			39	\$3,024.00			12	0	0	3	0	0	0	18	0	\$130.00	\$0.00	\$120.00	\$0.00	\$3,000.00
		Direct Cost				\$3,024.00																
		Total				\$5,154.00																
	3	Evaluate Soils																				
	3.1	Review Soil Report	2			\$204.00				1												
	3.2	Determine suitability of soils	2.5			\$228.00			0.5													
		Labor Subtotal			4.5	\$432.00			0	1.5	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Direct Cost				\$0.00																
		Total				\$432.00																
	5	Permits																				
	5.1	Administration & management	0.5			\$60.00				0.5												
	5.2	USACE Permit	5			\$510.00				1												
		Labor Subtotal			5.5	\$570.00			0	1.5	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Direct Cost				\$6,038.00																
		Total				\$5,698.00																
	6	Hydraulic Report																				
	6.1	Administration & management	1			\$120.00				1												
	6.2	Propose Hydraulic Design & Report	22			\$2,978.00			2													
		Labor Subtotal			33	\$3,098.00			0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Direct Cost				\$0.00																
		Total				\$3,098.00																



May 14, 2015

Jeremy Buening, P.E., S.E.
Chastain & Associates LLC
5 North Country Club Road
Decatur, IL 62521-0412

RE: Proposal for Professional Services
Wetland Survey, Tree Survey & Threatened & Endangered Species Coordination, Burlison Creek

Dear Mr. Buening:

Prairie Engineers of Illinois, P.C. (Prairie) is pleased to submit this proposal to Chastain & Associates LLC (Chastain) to assist with environmental permitting for a proposed culvert replacement at the N1700 East Road crossing of Burlison Creek in McLean County, Illinois. This proposal describes the limits of our scope of services and fees.

SCOPE OF SERVICES

Prairie will perform the following tasks:

Task 1: Wetland Survey

Prairie will prepare a wetland survey report following necessary field work. Figure 1 identifies the general location of the project area; the area to be surveyed will include the construction limits provided as Attachment 03 (Plan and Profile Sheets) provided via email on May 13, 2015. Wetland surveys will conform to the standards set by the U.S. Army Corps of Engineers (USACE) and in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and subsequent related guidance memoranda.

Task 2: Tree Survey

The email correspondence from Mr. Trevor Popkin of the Rock Island District USACE requested "...an exact number of trees to be removed (species, trunk diameter, health, and pictures) should be submitted". We will record tree species greater than six inch diameter at breast height (DBH) within the construction limits and supply the information in tabular format within the wetland survey report. Data recorded will include: species, DBH, and general condition/health. Photographs of the project area will be provided in the report, individual pictures of each tree are not included.

Task 3: Threatened and Endangered Species Coordination

Chastain provided an EcoCAT (IDNR #1511721) prepared on April 27, 2015. The EcoCAT was submitted for project information only, and identified the Kirtland's Snake (*Clonophis kirtlandi*) within the project vicinity. Due to the presence of the state protected species, the EcoCAT should be resubmitted for consultation under Part 1075. Once consultation is initiated, the Illinois Department of Natural Resources (IDNR) will provide a response letter which must be

provided to the USACE for inclusion in the 404 Permit. It is assumed Chastain will coordinate with IDNR to receive the response letter. The USACE will require documentation of coordination with the U.S. Fish and Wildlife Service (USFWS) since IDOT is not processing the ESR. We will prepare a technical assistance letter to the USFWS and provide the agency response to Chastain for forwarding onto USACE. This task does not include preparation of Biological Opinion, Conservation Plan, or Incidental Take Agreement.

This scope does not include coordination with the Illinois State Historic Preservation Agency for clearance of cultural resources.

SCHEDULE

If this proposal is acceptable, work will begin following notice to proceed with completion of the report within five weeks of conducting the field survey. The coordination letter to the USFWS will be submitted to the agency within one week of notice to proceed. The field surveys must be performed during the growing season. Should notice to proceed not be provided until after the end of the growing season in 2015, field surveys would be delayed until 2016.

FEE

The fee for providing the described services is a lump sum of \$6,000.00, with \$4,400 allocated to the wetland survey, \$1,200 allocated to the tree survey, and the remaining \$400 allocated to threatened and endangered species coordination.

ACCEPTANCE

If this proposal is acceptable, please execute the attached "Acceptance of Proposal for Professional Services" and return one copy to us.

We appreciate the opportunity to be of service to you on this project. Please call Bryan Cross or me if you have any questions concerning this proposal.

Sincerely,
PRAIRIE ENGINEERS OF ILLINOIS, P.C.



Lisa Kramer, PE
President

Accepted By:

Name: _____

Signature: _____

Client Name: Chastain & Associates LLC

Date: _____

Address: 5 North Country Club Road

City, State, Zip: Decatur, IL 62521-0412

Telephone: (217) 429-8800



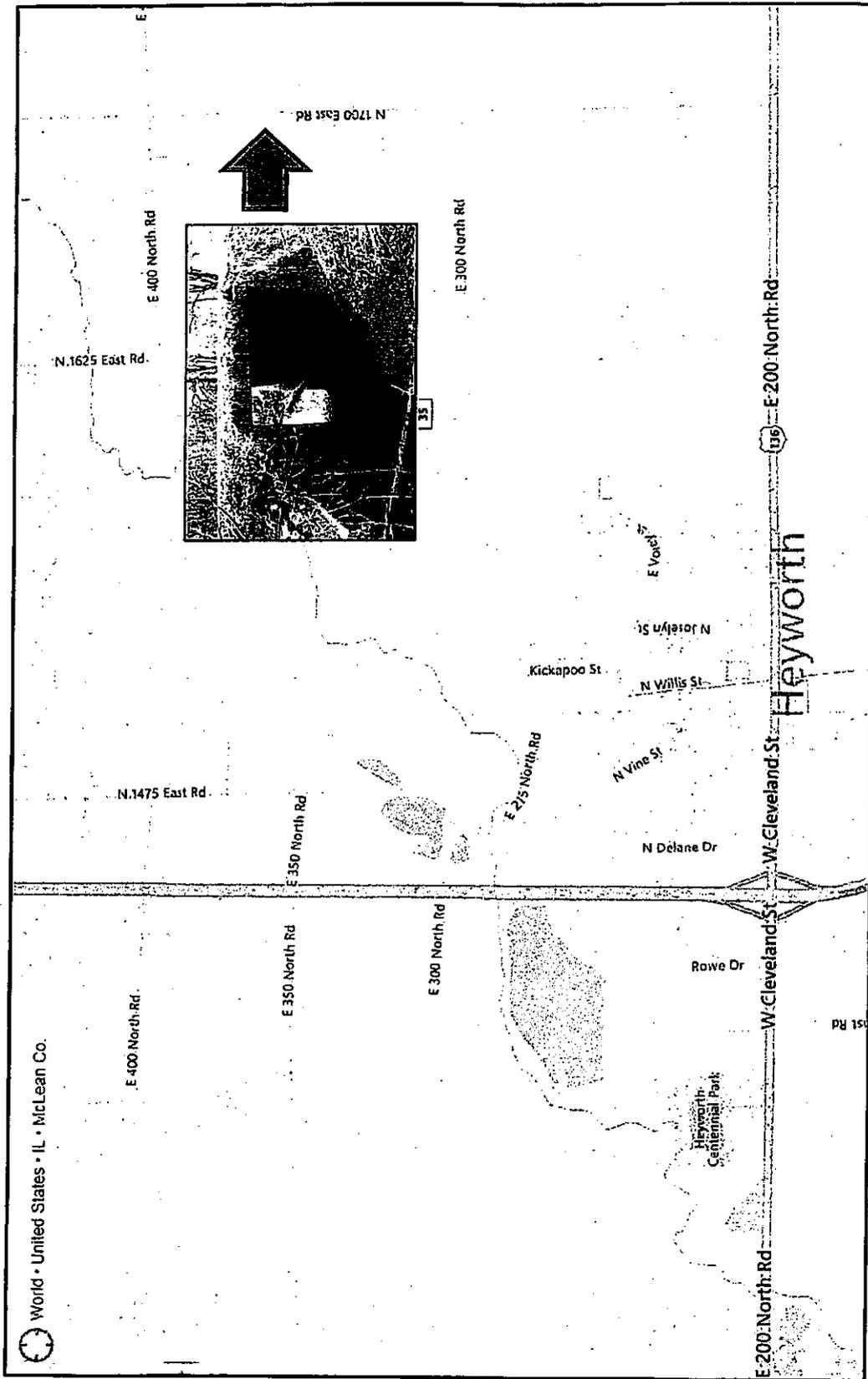


Figure 1: Project Area located on TR278/N1700 East Road, McLean County, Illinois

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 BCS, LLC, in case SU-15-03 on parcel 17-33-400-005. Don Brucker is the majority owner of BCS, LLC. It is requesting to amend special use case SU-13-07 to allow the expansion of a Fertilizer Distribution Plant in the Agriculture District; on 8.35 acres which is part of the SE ¼ of Section 33, TWP 24N, Range 5E of the 3rd PM, and is located in Martin Township at 14040 N 3300 East Rd, Arrowsmith, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on May 27, 2015 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 8.35 acre property is relatively flat and drains to the north and east. The property contains a fertilizer distribution plant that was approved in zoning case SU -13-07. The property has 430 feet of frontage on the north side of Illinois Route 9, an asphalt road 24 feet in width, and 770 feet of frontage on the west side of County Highway 15 (3300 East Road), an asphalt road 20 feet in width.

SURROUNDING ZONING AND LAND USE - The land is surrounded by property in the A-Agriculture District that is in 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 currently operates a fertilizer and chemical retail business at this location and was approved to do so in special use case SU-13-07. The applicant has been in business serving agriculture for 17 years and is looking to expand his business to better serve his customers in the Arrowsmith and Cooksville areas. The applicant is proposing to expand his facility by building an 81 x 135 foot heated storage building that will be used to store seed, packaged chemicals, and application equipment. The nearest residence is more than a ½ mile to the west.
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. Nearby property that is currently used for crop production will continue to be desirable for such use. The nearest residence is more than a ½ mile to the west.
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.

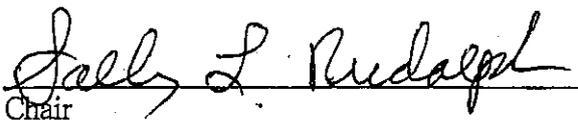
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 430 feet of frontage on the north side of Route 9 and 770 feet of frontage on the west side of County Highway 15. The applicant is required to provide storm water detention for this facility. And the storm water detention plans for the proposed expansion have been submitted and approved by the County Engineer.
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. Safe sight distance can be provided for the existing entrance along County Highway 15. The applicant has agreed and will be required to participate in the upgrade of County Highway 15 to 80,000 pound load capacity when it is resurfaced.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met. The intent of the Agriculture District is 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". The proposed expansion of the subject fertilizer plant is compatible with agriculture.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** 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 approval to amend special use case SU-13-07 to allow the expansion of a Fertilizer Distribution Plant in the Agriculture District, provided the applicant participates in the upgrade of County Highway 15 to 80,000 pound load capacity when it is resurfaced, and provided 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 - The roll call vote was seven members for the motion to recommend granting, none opposed and member Judd was absent.

Respectfully submitted by the McLean County Zoning Board of Appeals


Chair

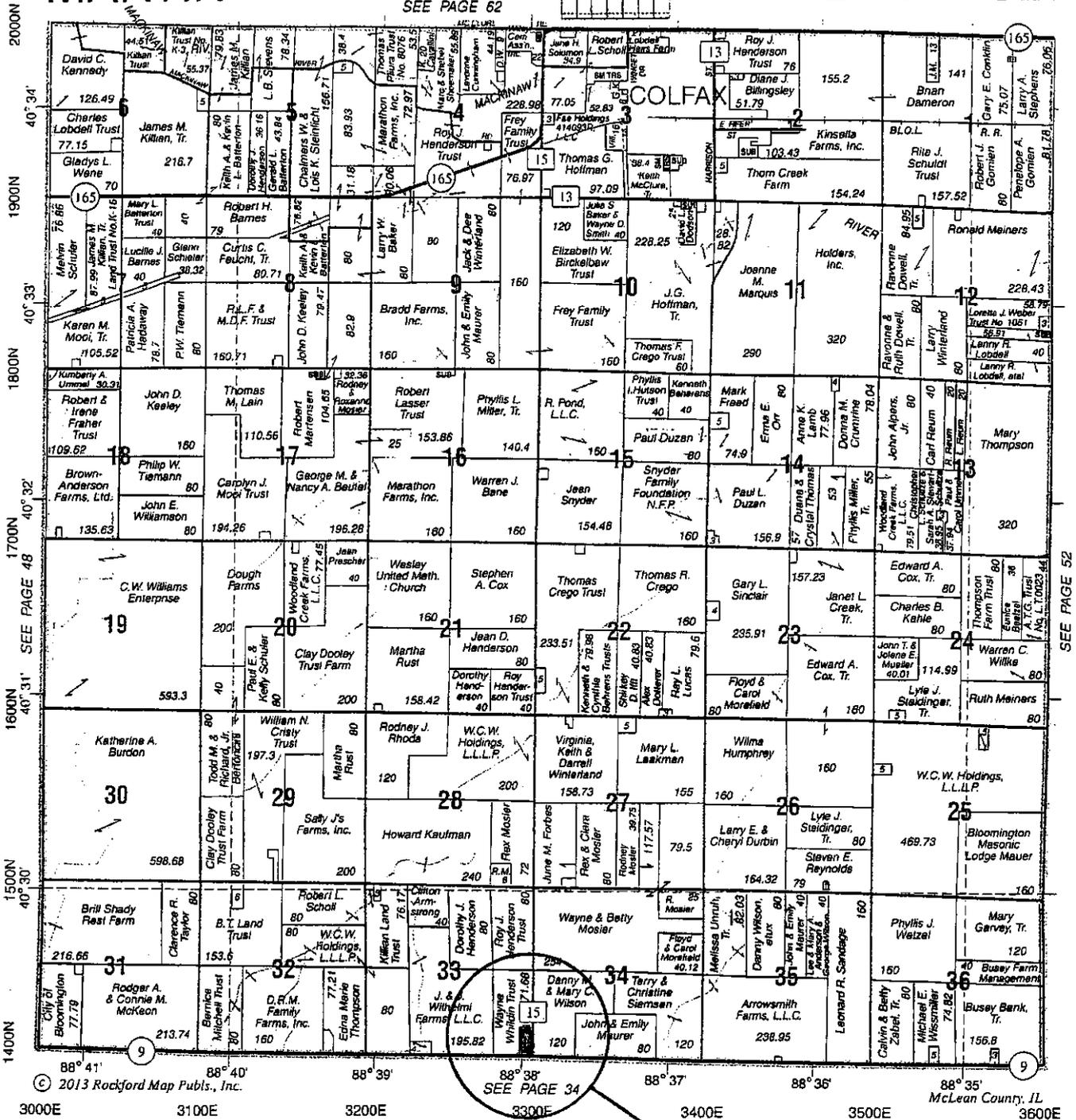
6-5-15
Date

Sally Rudolph, Chair
Drake Zimmerman
Julia Turner
James Finnigan
Brian Bangert
Michael Kuritz
Chris Carlton, Alternate

MARTIN

SEE PAGE 62

T.24N.-R.5E.



SEE PAGE 52



Lezli Fincham



Fincham Agen

Insurance / Real Estate

102 E. Main Street, P.O. Box 290, Colfax, Illinois

finchamagency@yahoo.com

(309) 723-2411

SU-15-03

Att. 1

BCS LLC

AMENDATORY ORDINANCE
AMENDING CHAPTER 350 OF THE McLEAN COUNTY CODE
THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, the McLean County Zoning Board of Appeals in case ZA-15-01 has proposed that certain portions of the text of the McLean County Zoning Ordinance regarding a Brewery/Distillery; Facilities accepting exclusively general construction or demolition debris for transfer, storage, or treatment; a Solar Power Generating Facility; a Contractor Shop and Office; and a Private Club be amended; and

WHEREAS, notice was published on the 9th of May, 2015, informing the public of a scheduled public hearing to consider changes to the McLean County Zoning Ordinance in case number ZA-15-01 in accordance with all applicable provisions of the laws of the State of Illinois and County of McLean; and,

WHEREAS, the McLean County Zoning Board of Appeals, after due notice as required by law, held a public hearing on said proposal identified as Case ZA-15-01 and has recommended that the said zoning ordinance be amended: and

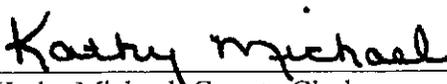
WHEREAS, the County Board of McLean County, Illinois deems it necessary and proper and in the public interest to so amend said Zoning Ordinance of said County; now, therefore,

BE IT ORDAINED that the McLean County Zoning Ordinance be and hereby is amended according to the attached Exhibit A.

Adopted by the County Board of McLean County, Illinois this 16th day of June 2015

ATTEST:

APPROVED:


Kathy Michael, County Clerk
McLean County, Illinois

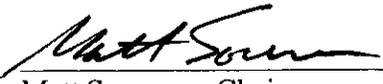

Matt Sorensen, Chair
McLean County Board

EXHIBIT A

Chapter 350 of the McLean County Code
The McLean County Zoning Ordinance

(Additions are indicated by text and stricken material by ~~text~~)

Brewery/Distillery – Text Amendment proposal

§ 350-26 DEFINITIONS.

<u>Brewery/Distillery</u>	<u>A facility comprising building or buildings used for the manufacturing, blending, fermenting, processing, and packaging of alcoholic beverages and may include a tasting room, retail space, and food service as an accessory use on the site.</u>
---------------------------	---

***¹

§ 350-42 USE TABLE.

USE TYPE	ZONING DISTRICTS						Use Standards
	RESIDENTIAL			NONRESIDENTIAL			
	A	R-1	R-2	C	M-1	M-2	
<u>Brewery/Distillery</u>				<u>S</u>	<u>P</u>	<u>P</u>	<u>ZZ</u>

§ 350-43 USE STANDARDS.

ZZ. Brewery/Distillery: The following standards shall apply.

- (1) All structures, outdoor use areas, or loading areas shall be located at least 100 feet from an R-1 or R-2 District or any lot containing a dwelling as a principal use.
- (2) No loading or distribution activities shall take place outside of an enclosed building between the hours of 9:00 PM and 7:00 AM when a building is located within 500 feet of an R-1 or R-2 District or any lot containing a dwelling as a principal use.
- (3) No outdoor amplified sound will be permitted after 11:00 PM within 500 feet of an R-1 or R-2 District or any lot containing a dwelling as a principal use.

***¹ Three asterisks denotes text which has not been reproduced for efficiency purposes.

- (4) Food sales/service, waste water/sewage disposal and potable water supplies shall meet the requirements of the County Health Department.
- (5) Facility shall provide approval for access points and change in access use from the road authority.
- (6) The facility shall meet the Performance Standards of the Zoning Ordinance. No use or activity shall create any amount of noise that is in violation of the applicable standards and regulations governing noise levels specified by the Illinois Environmental Protection Agency.

Facilities accepting exclusively general construction or demolition debris for transfer, storage, or treatment – Text Amendment proposal

§ 350-26 DEFINITIONS.

<u>Facilities accepting exclusively general construction or demolition debris for transfer, storage, or treatment</u>	<u>A facility that accepts general construction or demolition debris for transfer, storage, or treatment in accordance with 415 ILCS 5/22.38.</u>
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§ 350-42 USE TABLE.

USE TYPE	ZONING DISTRICTS						
	RESIDENTIAL			NONRESIDENTIAL			
	A	R-1	R-2	C	M-1	M-2	Use Standards
<u>Facilities accepting exclusively general construction or demolition debris for transfer, storage, or treatment</u>						P	AAA

§ 350-43 USE STANDARDS.

AAA. Facilities accepting exclusively general construction or demolition debris for transfer, storage, or treatment. The following standards shall apply:

- (1) Screening: The operation shall be conducted wholly within a building or within an area screened by a fence or wall as follows: The fence or wall shall be at least eight feet in height, shall be of uniform height, shall be

installed so as to ensure maximum safety to the public, and shall obscure construction or demolition debris or equipment from normal view of the public, as approved by the Director of Building and Zoning.

- (2) All structures shall be located at least 100 feet from an R-1 or R-2 District or any lot containing a dwelling as a principal use.
- (3) All structures where treatment of construction or demolition debris takes place shall be located at least 300 feet from an R-1 or R-2 District or any lot containing a dwelling as a principal use.
- (4) Paving and Dust Control: 50 feet of driveways from a public road shall be paved with an approved concrete or asphalt/concrete surface so as to limit adjoining lots and public roads from the nuisance caused by wind-borne dust or mud on a public road. All roads, driveways, parking lots and loading and unloading areas not required to be paved shall be kept in a reasonably dust/mud-free condition, using application of dust-inhibitors or mud removal, if necessary so as to limit the nuisance caused by wind-borne dust or mud from adjoining lots and public roads. The operator shall be required to provide additional dust control, and possibly paving, if requested to do so by the Director of Building and Zoning.
- (5) Storm Water Management: A storm water management plan shall be provided.
- (6) Waste water/sewage disposal and potable water supplies shall meet the requirements of the County Health Department.
- (7) Facility shall provide approval for access points and change in access use from the road authority.
- (8) A tipping fee, as provided in §205 of this Code, shall be paid to the County.
- (9) A fire safety plan approved by the appropriate fire district authority shall be provided.
- (10) The facility shall meet the Performance Standards of the Zoning Ordinance. No use or activity shall create any amount of noise that is in violation of the applicable standards and regulations governing noise levels specified by the Illinois Environmental Protection Agency.

Utility Major – Text Amendment proposal

§ 350-26 DEFINITIONS.

Utility, Major	Generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; and radio, television and microwave transmission towers; and similar facilities of agencies that are under public franchise or ownership to provide the public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service, wind <u>and solar</u> power generating facilities including wholesale generators and or qualifying facilities. (6-18-02) The term “utility” shall not be construed to include corporate or general offices; gas or oil processing; manufacturing facilities; postal facilities; or other uses defined herein. In addition, utilities that are exempt as specified in Article 1 of these regulations shall not be considered to be major utilities as defined herein.
----------------	--

§ 350-43 USE STANDARDS.

- OO. Utility, Major (if not a regional pollution control facility or otherwise exempted in Article 1 of these regulations): Major utilities, that are not regional pollution control facilities or otherwise exempted in Article 1 of these regulations, shall not be located within 200 feet of a boundary line of an R-1 or R-2 district.

(3) The following standards shall apply to a solar power generating facility:

- (a) Setbacks: The facility shall be set back 50 feet from the front and rear property lines and 30 feet from the side property lines.
- (b) Lighting shall be installed for security and safety purposes only. Except with respect to lighting required by the FCC or FAA, all lighting shall be shielded so that no glare extends substantially beyond the boundaries of a facility.
- (c) An erosion control plan shall be provided.
- (d) A storm water management plan shall be provided.
- (e) All areas occupied by the facility that are not utilized for access to operate and maintain the installation shall be planted and maintained with a native shade tolerant grass or other vegetation for the purpose

of soil stabilization or other methods approved by the Director of Building and Zoning.

- (f) Solar panels shall require construction permits from the Department of Building and Zoning. Solar panels that are part of a solar power generating facility shall require engineering certified by a registered engineer or other certified professional before an occupancy permit will be issued.
- (g) If a facility ceases to produce electricity on a continuous basis for 24 months, the equipment must be removed, and the site restored to original condition.
- (h) Facility shall provide approval for access points and change in access use from the road authority.

Contractor Shop and Office – Text Amendment proposal

§ 350-26 DEFINITIONS.

Contractor Shop and Office	A building and/or property where materials and equipment used by construction contractors are stored and repaired. The contractor's office may also be located within the building or on the same property.
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Private Club – Text Amendment proposal

§ 350-42 USE TABLE.

USE TYPE	ZONING DISTRICTS						Use Standards
	RESIDENTIAL			NONRESIDENTIAL			
	A	R-1	R-2	C	M-1	M-2	
Club, Private				P	S	<u>S</u>	

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 in case ZA-15-01. This is a text amendment of the Zoning Ordinance which is Chapter 350 of the Code of McLean County. 1) To amend Section 350-26, the Definitions Section, as follows: to amend the definition of a "Major Utility" to include a "Solar Power Generating Facility"; to add a definition of a "Brewery/Distillery"; to add a definition of "Facilities accepting exclusively general construction or demolition debris for transfer, storage or treatment"; and to amend the definition of "Contractor Shop and Office"; 2) To amend Section 350-42, the Use Table Section as follows: to allow a "Brewery/Distillery" as a special use in the Commercial District and as a permitted use in the M-1 Restricted Manufacturing and M-2 General Manufacturing Districts; to allow "Facilities accepting exclusively general construction or demolition debris for transfer, storage or treatment" as a permitted use in the M-2 District; and to allow a "Private Club" as a special use in the M-2 District; and 3) To amend Section 350-43, the Use Standards Section as follows: to amend the use standard for a "Major Utility"; to add a use standard for "Facilities accepting exclusively general construction or demolition debris for transfer, storage or treatment"; and to add a use standard for a "Brewery/Distillery". The proposed text amendment is EXHIBIT A of the Amendatory Ordinance.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on May 27, 2015 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their decision as follows:

1) Solar Power Generating Facility or Solar Farm:

The Zoning Ordinance does not have a provision for allowing a solar farm to be constructed in the unincorporated area of the County. The proposed changes would allow a solar farm as a special use in the Agriculture District. An amended definition is proposed with use standards that would help preserve the agricultural area of the County.

The rationale to allow a solar farm as a special use in the Agriculture District is consistent and similar to allowing wind farms as a special use in the Agriculture District. The proposed use standards for a solar farm will address the setbacks, lighting, road access, the restoration of a site back to its original condition, and storm water management. Allowing a solar farm to be a special use in the Agriculture District will provide for citizen participation in the approval process and will be consistent with the County Comprehensive Plan. Many solar farms are rurally located and occupy relatively large areas of land. The vast majority of the unincorporated area of McLean County is in the Agriculture District where the County Comprehensive Land Use Plan and Zoning Ordinance indicate agricultural uses should be located along with uses that are compatible with agriculture. If a solar farm was required to be located in an area zoned for manufacturing or commercial uses, spot zoning would likely occur in the rural parts of the county and could possibly open up the area to uses that are not compatible with agriculture and would not be consistent with the County Comprehensive Plan. The proposed text amendment will help promote the health, safety, and welfare of the public.

2) **Brewery/Distillery:**

The current Zoning Ordinance does not have a specific provision that will allow a brewery/distillery to be constructed in the unincorporated area of the County; particularly one that may offer a tasting room, retail space, and food service. Staff has had recent inquiries about establishing a brewery in the unincorporated area of the county prompting the proposed text amendment that would allow a brewery/distillery as a special use in the Commercial District and as a permitted use in the M-1 Restricted Manufacturing and M-2 General Manufacturing Districts. A new definition is proposed with use standards that will help mitigate negative impacts to nearby properties.

The rationale to allow a brewery/distillery in the M-1 and M-2 Districts by permit is that such use may have a relatively large manufacturing and distribution component associated with it, and may include multiple uses and buildings such as a tasting room, visitor center and shipping buildings with loading docks. The proposed use standard for a brewery/distillery addresses setbacks, separation from residential districts, road access, food service, septic, and outdoor activities. The intent of the General Manufacturing District states the following: "The General Manufacturing District is intended for the purpose of allowing basic or primary industries which are generally not compatible with residential and or commercial activities". By allowing a brewery/distillery to be a special use in the Commercial District will allow for citizen participation and a staff review of the site plan and application to be evaluated for negative impact to nearby properties, consistency with the County's Comprehensive Plan and special use standards of the Zoning Ordinance. The proposed text amendment will help promote the health, safety, and welfare of the public.

3) **Facilities accepting exclusively general construction or demolition debris for transfer, storage or treatment:**

The Zoning Ordinance does not have a provision that will allow for facilities accepting exclusively general construction or demolition debris for transfer, storage or treatment to be constructed or operate in the unincorporated area of the County. These facilities primarily recycle construction and demolition debris and prevent more waste from entering the local landfills and are regulated by the Illinois Environmental Protection Agency (IEPA) in accordance with State Statute Section 415 ILCS 5/22.38. A new definition is proposed with use standards that will help mitigate negative impacts to nearby properties.

The rationale to allow facilities accepting exclusively general construction or demolition debris for transfer, storage or treatment to be a permitted use in the M-2 General Manufacturing District, is that this district is where the most intensive land uses are allowed; these facilities are strictly regulated by a permit from IEPA and must adhere to the State's stringent regulations and requirements. The M-2 District allows by permit the following other uses: salvage yard, oil and gas refinery, mining and quarrying, trucking facilities, freight terminal, and other manufacturing uses. Testimony was presented that having this type of a facility in the community will help local projects receive higher LEED (Leadership in Energy and Environmental Design) ratings. The proposed use standards for this type of facilities address the setbacks, screening, and separation from residential districts, road access, septic, paving, dust control, noise, fire safety plan, host fee, and storm water

management. The M-2 District is best suited for this type of facility. The proposed text amendment will help promote the health, safety, and welfare of the public.

4) **Contractor Shop and Office:**

The current Zoning Ordinance has a provision that allows a contractor shop and office to be constructed or operated in the unincorporated area of the County. The definition for this use excludes all contractors that are not in the construction business. Striking the word "construction" from the definition will allow all contractors, regardless of their field of work, to operate in the Commercial, M-1 Restricted Manufacturing and M-2 General Manufacturing Districts as a permitted use.

The rationale is to be more inclusive and allow all contractors the same requirements and opportunities in the Commercial, M-1 and M-2 Districts. The proposed text amendment will help promote the health, safety, and welfare of the public.

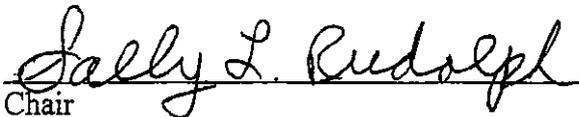
5) **Private Club:**

The Zoning Ordinance allows a private club to be constructed or operated in the unincorporated area of the County in the Commercial District by permit and in the M-1 Restricted Manufacturing District by special use. The proposed amendment would allow a private club to operate by a special use permit in the M-2 General Manufacturing District. Tri-Lakes Conservation and Recreation Club, a private club, is located in the M-2 District.

The rationale is to allow a private club the same requirements and opportunities in the M-2 District as they are in the Commercial and M-1 Districts. Allowing a private club to be a special use in the M-2 District will allow for citizen participation in the review process and a staff review of the site plan and application to be evaluated for consistency with the County's Comprehensive Plan and special use standards. The proposed text amendment will help promote the health, safety, and welfare of the public.

ROLL CALL VOTE - The roll call vote was seven members for the motion to recommend granting, none opposed and Member Judd was absent.

Respectfully submitted by the McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Drake Zimmerman
Julia Turner
James Finnigan
Brian Bangert
Michael Kuritz
Chris Carlton, Alternate

6-5-15
Date

1032

ORDINANCE OF APPROVAL
OF FINAL PLAT
Clesson Family Subdivision, File S-15-01

WHEREAS, Kathleen and Barry Clesson have requested a waiver from preliminary plan requirements, have filed an application for approval of a final plat for the Clesson Family Subdivision, file number S-15-01, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, said property is located in Randolph Township at 14377 E 400 North Road, Heyworth, IL; and

WHEREAS, Kathleen and Barry Clesson subdivided a lot from their property on which a dilapidated dwelling is located; and

WHEREAS, said dilapidated dwelling will be removed and is being replaced by a new dwelling for the son of the owners; 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

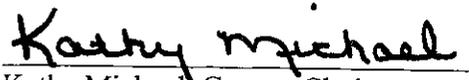
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

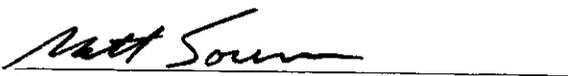
BE IT ORDAINED that the said waiver and final plat for the aforesaid Clesson Family Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 16th day of June, 2015

ATTEST:

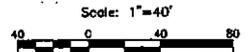
APPROVED:


Kathy Michael, County Clerk
McLean County, Illinois


Matt Sorensen, Chair
McLean County Board

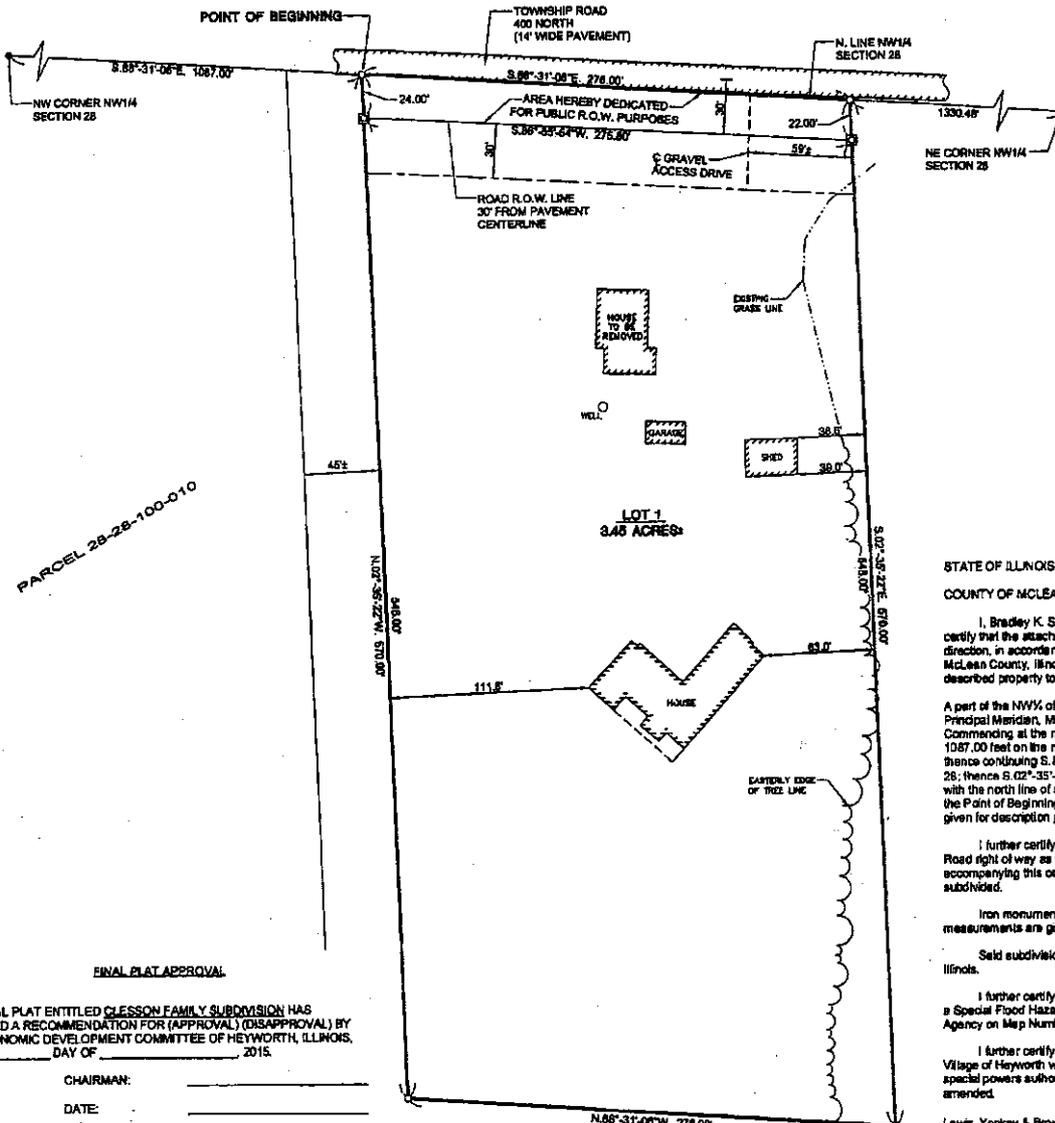
CLESSION FAMILY SUBDIVISION

PART OF THE NW1/4 OF SECTION 28, T.22N,
R.2E, 3P.M, MCLEAN COUNTY, ILLINOIS



LEGEND

- SUBDIVISION BOUNDARY
- - - 30' BUILDING SETBACK LINE
- IRON ROD FOUND
- IRON ROD SET
- ⊠ IRON ROD SET IN CONCRETE



PARCEL 28-28-100-010

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCLEAN }

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the laws of McLean County, Illinois, for Barry and Kathleen Clession and represents the following described property to wit:

A part of the NW1/4 of Section 28, Township 22 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northwest corner of the NW1/4 of Section 28; thence S. 86°-31'-05"E. 1087.00 feet on the north line of said NW1/4 of Section 28 to the Point of Beginning; thence continuing S. 86°-31'-05"E. 278.00 feet on the north line of said NW1/4 of Section 28; thence S. 02°-35'-22"E. 570.00 feet; thence N. 86°-31'-08"W. 278.00 feet parallel with the north line of said NW1/4 of Section 28; thence N. 02°-35'-22"W. 570.00 feet to the Point of Beginning containing 3.59 acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into 1 Lot and the 400 North Road right of way as shown on the attached plat and that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof.

Said subdivision is to be known as Clession Family Subdivision, McLean County, Illinois.

I further certify that no part of said herein described subdivision is located within a Special Flood Hazard Area as identified by the Federal Emergency Management Agency on Map Number 17143C0705E, dated July 16, 2008.

I further certify that the herein described subdivision lies within 1 1/2 miles of the Village of Heyworth which has adopted a comprehensive plan and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code, as amended.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701



FINAL PLAT APPROVAL

THE FINAL PLAT ENTITLED CLESSION FAMILY SUBDIVISION HAS RECEIVED A RECOMMENDATION FOR (APPROVAL) (DISAPPROVAL) BY THE ECONOMIC DEVELOPMENT COMMITTEE OF HEYWORTH, ILLINOIS, THIS _____ DAY OF _____, 2015.

CHAIRMAN: _____
DATE: _____

THE FINAL PLAT ENTITLED CLESSION FAMILY SUBDIVISION HAS RECEIVED APPROVAL BY THE BOARD OF TRUSTEES OF THE VILLAGE OF HEYWORTH, ILLINOIS. THIS PLAT SHALL BE RECORDED WITH THE RECORDER OF DEEDS, MCLEAN COUNTY, ILLINOIS, WITHIN ONE (1) YEAR OF THIS DATE, OTHERWISE THIS PLAT SHALL BECOME VOID.

MAYOR: _____
DATE: _____
VILLAGE CLERK: _____
DATE: _____

(SEAL)

PARENT TRACT PARCEL ID. NO. 28-28-100-011

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184000608
505 North Main Street 222 East Center Street 150 South Elm Street
Bloomington, Illinois O LeRoy, Illinois O El Paso, Illinois
Ph. (309) 829-2552 Ph. (309) 852-8151 Ph. (309) 527-2552

Prep.	721
Drawn	BKS
Check	
App.	BKS

Date _____
Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expiration Date 11/30/2018

CLESSION FAMILY SUBDIVISION
FINAL PLAT
MCLEAN COUNTY, ILLINOIS

1

2069.01

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-15-01

1. REFERENCE:

- a. Meeting date: June 4, 2015
- b. Subdividers' names: Kathleen and Barry Clesson
- c. Subdivision name: Clesson Family Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

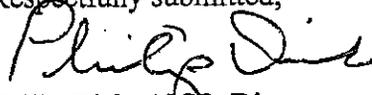
- a. Property location: 14377 E 400 North Road, Heyworth, IL 61745
- b. Township: Randolph Township.
- c. Parcel number: 28-28-100-011.
- d. Existing zoning: Agriculture District.
- e. Applicant requests: A waiver of preliminary plan requirements and approval of a one lot final subdivision plat for the Clesson Family Subdivision. The applicants are proposing to set aside the existing house on a 3.45 acre lot. A new single family dwelling is under construction to replace the existing dwelling which will be removed after completion of the new dwelling. The new dwelling will be occupied by the son of the owners. Since this property is within 1.5 miles of the Village of Heyworth, the Village will also need to approve the subdivision.
- f. Existing land use: Single family dwelling and out buildings.

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Lot 1 is 3.45 acres in area.
- b. County Health Department: Recommends approval of the final plat for the Clesson Family Subdivision.
- c. County Highway Department: Recommends approval of the request for a waiver of a preliminary plan and approval of the final plat of the Clesson Family Subdivision. The Randolph Township Road Commissioner has signed a plat access certificate.

Staff recommends that a waiver of the preliminary plan, and the Clesson Family Subdivision final plat should be approved.

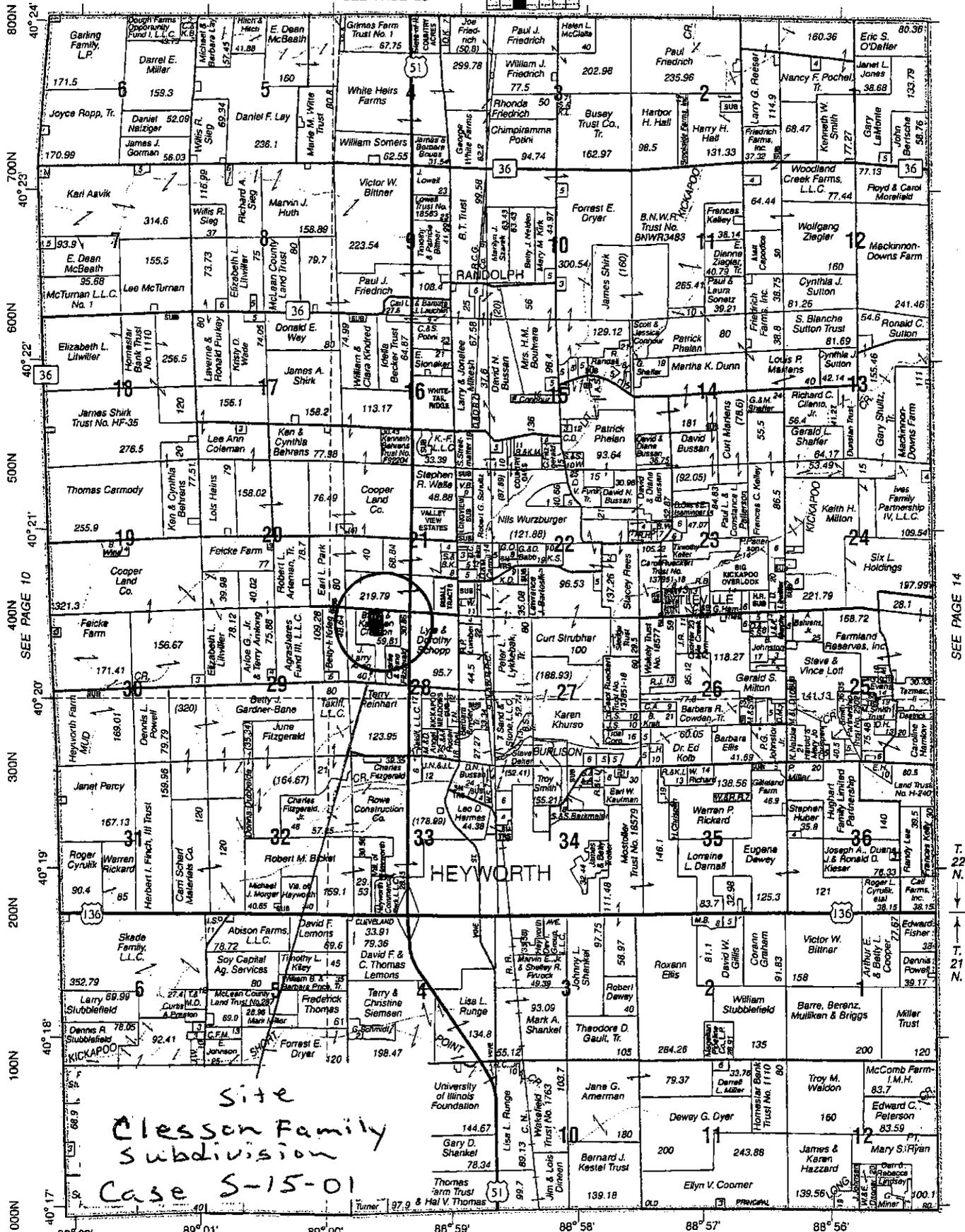
Respectfully submitted,


Philip Dick, AICP, Director

RANDOLPH

SEE PAGE 28

T.21-22N.-R.2E.



Site
 Clesson Family
 Subdivision
 Case S-15-01

© 2013 Rockford Map Publ., Inc. DE WITT COUNTY McLean County, IL
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SEE PAGE 14

T. 22 N.
 T. 21 N.

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF CORLISS TELLO
AS A MEMBER OF THE
McLEAN COUNTY BOARD OF HEALTH**

WHEREAS, due to the expiration of term on June 30, 2015 of Corliss Tello, as a member of the McLean County Board of Health, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the Illinois Compiled Statutes, Chapter 55, Sec. 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 reappointment Corliss Tello, as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2018 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 Reappointment to Corliss Tello, the McLean County Health Department, the County Clerk, the County Auditor and the County Administrator.

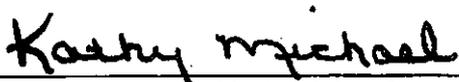
Adopted by the County Board of McLean County, Illinois, this 16th day of June, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF JANE E. TURLEY
AS A MEMBER OF THE
McLEAN COUNTY BOARD OF HEALTH**

WHEREAS, due to the expiration of term on June 30, 2015 of Jane E. Turley, as a member of the McLean County Board of Health, it is advisable to consider an appointment or reappointment to this position; and,

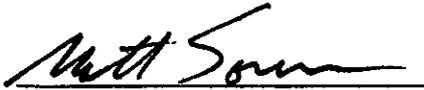
WHEREAS, the Chairman of the County Board, in accordance with the Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jane E. Turley, as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2018 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 Reappointment to Jane E. Turley, the County Clerk, the County Auditor, the County Administrator and the McLean County Health Department.

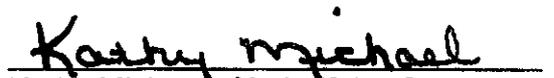
Adopted by the County Board of McLean County, Illinois, this 16th day of June, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF RONN MOREHEAD
AS A MEMBER OF THE
McLEAN COUNTY BOARD FOR CARE AND TREATMENT
OF PERSONS WITH DEVELOPMENTAL DISABILITIES**

WHEREAS, due to the expiration of term of on June 30, 2015 of Ronn Morehead as a member of the McLean County Board for Care and Treatment of Persons with Developmental Disabilities, it is advisable to consider an appointment or reappointment to this position; and

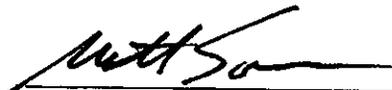
WHEREAS, the Chairman of the County Board, in accordance with the provisions of the County Care for persons with Developmental Disabilities Act (55ILCS 105/3) has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County 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 reappointment of Ronn Morehead as a member of the McLean County Board for Care and Treatment of Persons with Developmental Disabilities to complete a term of three years to expire on June 30, 2018 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 Ronn Morehead, the County Clerk, the County Auditor, the County Administrator's Office and the McLean County Health Department.

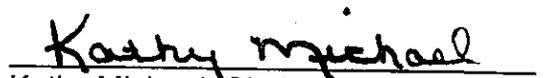
Adopted by the County Board of McLean County, Illinois, this 16th day of June, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

**A RESOLUTION OF REAPPOINTMENT OF LINDA STILES
AS A TRUSTEE OF THE CROPSEY STREET LIGHT DISTRICT**

WHEREAS, due to the expiration of term on June 30, 2015 of Linda Stiles as Trustee of the Cropsey Street Light District, it is advisable to consider an appointment or reappointment to this position; and

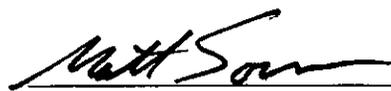
WHEREAS, the Chairman of the County Board, in accordance with the provisions of the Street Light District Act (70 ILCS 3305/3(1)), has the responsibility to fill the three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Linda Stiles as a Trustee of the Cropsey Street Light District for a three-year term scheduled to expire on June 30, 2018 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 Ms. Linda Stiles, Mr. Mario Gonzalez, Secretary, Cropsey Street Light District; the County Clerk, the County Auditor and the County Administrator.

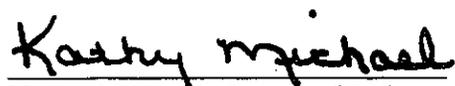
ADOPTED by the County Board of McLean, County, Illinois this 16th day of June, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Kathy Michael, County Clerk
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF DRAKE ZIMMERMAN
AS A MEMBER OF THE ZONING BOARD OF APPEALS**

WHEREAS, due to the expiration of term on June 27, 2015 of Drake Zimmerman as a member of the Zoning Board of Appeals, it is advisable to consider an appointment or reappointment to this position; and,

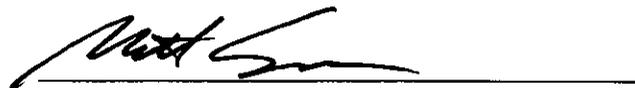
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Drake Zimmerman as a member of the Zoning Board of Appeals for a term of five years to expire on June 27, 2020 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a copy of this Resolution of Reappointment to Drake Zimmerman as well as the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator's Office.

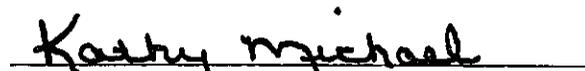
Adopted by the County Board of McLean County, Illinois, this 16th day of June, 2015.

APPROVED:



Matt Sorensen, Chairman of the
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF RANDY P. ZIMMERMAN
AS A TRUSTEE OF THE
BELLFLOWER FIRE PROTECTION DISTRICT

WHEREAS, due to a vacancy of the Trustee of the Bellflower Fire Protection District, it is advisable to consider an appointment to this position; and,

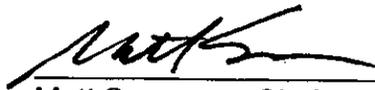
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Randy P. Zimmerman, as a Trustee of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2018 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 Reappointment to Lawrence A. Heacock and Darrell Hartweg, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

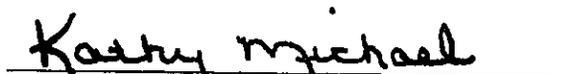
ADOPTED by the County Board of McLean County, Illinois, this 16th day of June, 2015.

APPROVED:



Matt Sorensen, Chairman of
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF RONALD DEE HAMILTON
AS A TRUSTEE OF THE
RANDOLPH FIRE PROTECTION DISTRICT

WHEREAS, due to a vacancy of the Trustees of the Randolph Fire Protection District, it is advisable to consider an appointment to this position; and,

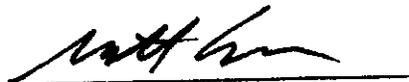
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the three-year term by appointment or reappointment with the advice and consent of the County Board; now, therefore,

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 Ronald Dee Hamilton as Trustee of the Randolph Fire Protection District for a three-year term scheduled to expire on April 30, 2016 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 Ronald Dee Hamilton and Mark McGrath, Attorney for the District, and to the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of June, 2016.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

Members Segobiano/McIntyre moved the County Board approve the Consent Agenda as presented.

EXECUTIVE COMMITTEE:

Member McIntyre, Vice Chair, presented the following:

**A RESOLUTION OF THE McLEAN COUNTY BOARD
INCREASE THE NUMBER OF BOARD MEMBERS ON THE BOARD FOR
CARE AND TREATMENT OF PERSONS WITH DEVELOPMENTAL
DISABILITIES (377 BOARD)**

WHEREAS, on November 18, 1986 the County Board approved the levy of an additional annual tax for the care and treatment of Mentally Retarded or Developmentally Disabled persons as authorized by Illinois Statute Ch. 91½, Par. 203, (Currently 55 ILCS 105/3), and

WHEREAS, the County Board Chairman, with approval of the County Board, appointed a three member Board of Directors as required by statute, and

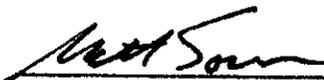
WHEREAS, 55 ILCS 105/3 authorizes the County Board to increase the number of members of the Board for Care and Treatment of Persons with Developmental Disabilities from three members to five members.

WHEREAS, the members of the Board for Care and Treatment of Persons with Developmental Disabilities (377 Board) believe it would facilitate and be beneficial to the function of the Board for Care and Treatment of Persons with Developmental Disabilities (377 Board) to have additional members and have requested the County Board Chairman to exercise his authority to name two more members, and

NOW, THEREFORE, BE IT RESOLVED by the McLean County Board, that the membership of the Board for Care and Treatment of Persons with Developmental Disabilities (377 Board) be increased from three members to five members.

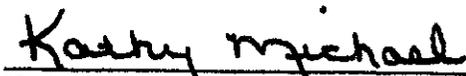
ADOPTED by the McLean County Board this 16th day of June, 2015.

ADOPTED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the McLean County Board,
McLean County, Illinois

Members McIntyre/Segobiano moved the County Board approve a request for approval of a Resolution of the McLean County Board to increase the number of board members on the Board for Care and Treatment of Persons with Developmental Disabilities (377 Board) Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

Member McIntyre, Vice Chair, presented the following

Resolution of the McLean County Board In support of the Stepping Up Initiative

“Stepping Up Initiative to Reduce the Number of People with Mental Illnesses in Jails” – June 16, 2015

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general public; and

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

WHEREAS, McLean County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

WHEREAS, the McLean County Board has adopted a Budget Policy that specifically identifies Mental Health as a priority for all departments; and

WHEREAS, McLean County has developed a Mental Health Action Plan; and

WHEREAS, under the McLean County Mental Health Action Plan, McLean County has facilitated the opening of a Crisis Stabilization unit which offers mental health and substance use disorder treatment, and has entered into a Memorandum of Understanding with a private health care provider to develop a Federally Qualified Health Center which will provide expanded behavioral health services; and

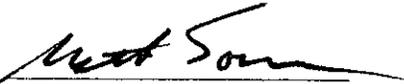
WHEREAS, through the *Stepping Up Initiative*, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Foundation, are encouraging public, private and nonprofit partners to reduce the number of people with mental illnesses in jails;

NOW, THEREFORE, LET IT BE RESOLVED, THAT I, Matt Sorensen, Chair of the McLean County Board, do hereby sign on to the Call to Action to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in

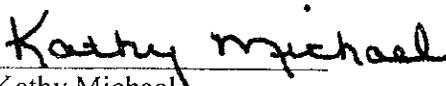
my state and across the country to support a national initiative and encourage all county officials, employees and residents to participate in *Stepping Up*. We resolve to utilize the comprehensive resources available through *Stepping Up* to:

- Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails.
- Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline information to guide decision making at the system, program and case levels.
- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community.
- Develop a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers.
- Implement research-based approaches that advance the plan.
- Create a process to track progress using data and information systems, and to report on successes.

PASSED AND APPROVED on this 16th day of June, 2015.

By: 
Matt Sorensen
Chair, McLean County Board

ATTEST:

By: 
Kathy Michael,
Clerk of the County Board of McLean County, Illinois

Members McIntyre/Soeldner moved the County Board approve a request for approval of a Resolution of the McLean County Board in support of the Stepping Up Initiative. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

Resolution of the McLean County Board Creating the McLean County Behavioral Health Coordinating Council

Whereas, in February, 2014 the Chair of the McLean County Board created two advisory groups, one to identify community mental health needs, and one to identify best practices in community mental health services; and,

Whereas, upon completion of these two advisory group reports, a third advisory group was tasked to work with community members to develop short and long term action plans to improve County mental health services based upon the work of the previous two groups; and,

Whereas, on May 19, 2015, the third McLean County Mental Health Advisory Group issued an Action Plan identifying significant challenges with the County's mental health system and making recommendations for significant improvements to the system; and,

Whereas, through the three separate advisory groups, numerous stakeholders have worked to develop plans, priorities and options for restructuring the public mental health system in McLean County; and,

Whereas, the Advisory Group's report, on May 19, 2015 recommended that the County Board of Health create a Mental Health Advisory Board to provide guidance and assistance to the Board of Health in the delivery of mental health services; and,

Whereas, the Advisory Group's report, on May 19, 2015 recommended that the County Board create a Behavioral Health Coordinating Council to assist the County Board in establishing a vision for the mental health system; and,

Whereas, The Community has made substantial changes in the last 12 months to improve services including the following: start-up of a Crisis Stabilization Center; utilizing a private-public partnership to begin planning for a new Federally Qualified Health Center with behavioral health services; Board of Health initiation of improved reporting processes to track progress using data and information systems and to report on successes; and,

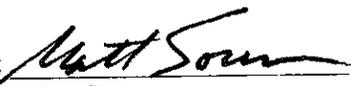
Whereas, despite these improvements, there continue to be gaps in service and a need to reconfigure the public mental health system in order to increase and improve services and conform to the Community's vision for mental health provisions; now, therefore,

BE IT RESOLVED,

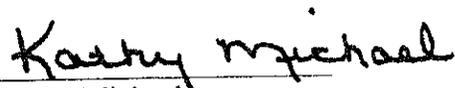
1. That the County Board expresses its deep appreciation to participants of the Mental Health Advisory Groups for their tremendous dedication and hard work; and,

2. That the County Board expresses thanks to the dedicated staff members who work to provide high quality services to people with mental illness in spite of many obstacles; and,
3. That the County Board expresses its gratitude to the County Board of Health for beginning the process to implement an Advisory Board for Mental Health Services to provide guidance and assistance in the implementation/delivery of those services.
4. Pursuant to County Board Rule 20-14 E(1), The County Board Chair shall convene a Behavioral Health Coordinating Council (BHCC), comprised of a diverse team of leaders and decision makers from multiple agencies within the Community such as healthcare, housing, social services, education, justice and government, regularly to assist the County Board in establishing community vision and policy decisions relating to behavioral health services, developing measurable outcomes, and identifying state and local policy and funding barriers to providing behavioral health treatment and support in the community.

PASSED AND APPROVED on this 16th day of June, 2015.

By: 
Matt Sorensen
Chair, McLean County Board

ATTEST:

By: 
Kathy Michael,
Clerk of the County Board of McLean County, Illinois

Members McIntyre/Segobiano moved the County Board approve a request for approval of a Resolution of the McLean County Board Creating the McLean County Behavioral Health Coordinating Council. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

TRANSPORTATION COMMITTEE

Member Soeldner, Chair, presented the following:



HIGHWAY DEPARTMENT
Eric S. Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S. Towanda Barnes Road,
Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: May 26, 2015

TO: Chairman Soeldner and Members of the McLean County Transportation Committee

FROM: Jerry Stokes, Assistant County Engineer

Section 5311 Rural / Downstate Operating Assistance Application
Purchase of Service Agreement between SHOW BUS and McLean County.

Recommended Action:

The Highway Department recommends approval of the following:

- A. Section 5311 Rural / Downstate Operating Assistance Application for FY 2016
- B. Purchase of Service Agreement between McLean County and SHOW BUS for FY 2016

Background:

SHOW BUS provides rural public transportation in McLean, Livingston, Ford, DeWitt, Iroquois and Macon Counties. SHOW BUS offers public transportation in the six county area Monday through Friday with partial service on Saturdays.

McLean County applies annually to the Illinois Department of Transportation (IDOT) on behalf of the six counties for Section 5311 Federal Transit funding to help fund rural public transportation.

The attached documents include a combined Federal and State of Illinois FY 2016 application for operating assistance and a Purchase of Service Agreement between McLean County and SHOW BUS. The attached documents are the key sections of these documents. The complete documents can be reviewed at the McLean County Highway Department.

A public hearing for the application for operating assistance will take place at the County Board meeting on May 26, 2015.



SHOW BUS

Public Transportation

24883 Church Street
Chenoa, IL 61726

Business line: 309-747-2454
Reservation line: 1-800-525-2454
Fax: 309-747-2873

May 19, 2015

Transportation Committee Members, McLean County Board
115 East Washington
Bloomington, IL 61701

Dear Transportation Committee:

Attached please find the following:

1. Section 5311 Rural/Downstate Operating Assistance Application for FY 2016
2. Purchase of Service Agreement Between McLean County and SHOW BUS FOR FY 2016

These two items are similar to those submitted in previous years, allowing ongoing non-urban public transportation in the six counties of DeWitt, Ford, Iroquois, Livingston, Macon and McLean. McLean County acts as the Primary Participant by intergovernmental agreement, applying for grants on behalf of all six counties.

Thank you so much for your ongoing support of rural public transportation, and I look forward to answering any questions you may have at the upcoming meeting.

Sincerely,

Laura Dick, Director

SHOW BUS does not discriminate in admission to programs or treatment of employment in programs in compliance with the Illinois Human Rights Act, the U.S. Civil Rights Act, Section 504 of the Rehabilitation Act, the Age Discrimination In Employment Act, and the U.S. and Illinois Constitutions. If you feel you have been discriminated against, you have a right to file a complaint. For information, contact Laura Dick, SHOW BUS Director at 309-747-2454

Illinois Department of Transportation
State Fiscal Year 2016

Section 5311 Rural/Downstate Operating Assistance
COMBINED APPLICATION

Submitted By

MCLEAN COUNTY

PLEASE NOTE

THE FY2016 APPLICATION HAS BEEN REVISED

**DO NOT USE THE FY2015 OR ANY PRIOR YEAR
APPLICATION**

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Exhibit A	Standard Form 424 (Electronic versions – see separate file)
Exhibit B	Proposed FY2016 Budget (Electronic versions – see separate file)
Exhibit C	Standard Certifications and Assurances (Electronic versions – see separate file)
Exhibit D	Sample Board Resolution
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Exhibit F	IDOT Chart of Accounts for the Section 5311 Program Account Revenue & Expense Definitions
Exhibit G	Applicant's Certification of Intent
Exhibit H	Sample Ordinance
Exhibit I	Non-Vehicle Capital Asset Inventory (Electronic versions – see separate file)
Exhibit J	Vehicle Asset Inventory (Electronic versions – see separate file)
Exhibit K	Year End NTD Operating Data Report for FY2016 (This is a form for future use and is due 08/01/2016)
Exhibit L	FY2016 Local Match Survey (Electronic versions – see separate file. This is form for future use and is due on 08/01/2016)
Exhibit M	FY2016 5311 Pay Request. This form is for future use and cannot be processed until the grantee's contract has been both fully executed by the Department and obligated by the State Comptroller.
Exhibit N	PCOM Quarterly Report Template
Exhibit O	PCOM – Quarterly/Annual Public Transit Account Reconciliation Form
Exhibit P	Supplemental Audit Schedule for JARC and NF Grants

I. Introduction

The United States Department of Transportation, Federal Transit Administration provides federal financial assistance funds for public transportation in nonurbanized areas (Section 5311 Non-Metro Public Transportation Program -- formerly Section 18). The Federal Transit Administration (FTA), on behalf of the Secretary of Transportation, apportions the funds appropriated annually to the Governor of each state for public transportation projects in nonurbanized areas. The statutory formula is based solely on the nonurbanized population of the states. Each state prepares an annual program of projects, which must provide for fair and equitable distribution of funds within the states, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other Federal sources. Article III of the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq., formerly Ill. Rev. Stat. ch. 111 2/3, Section. 661 et seq.) authorizes the Illinois Department of Transportation to receive and expend Section 5311 funds allotted to Illinois.

The goals of the nonurbanized formula program are: to enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and to provide for the participation of private transportation providers in nonurbanized general public transportation to the maximum extent feasible.

Prospective applicants are advised that the Department has published administrative regulations for the Illinois Section 5311 program under Part 601 of the Illinois Department of Transportation Rules and Regulations entitled "Regulations for Public Transportation Assistance to New Programs in Nonurbanized Areas." These regulations, which prescribe procedures and requirements to be followed by applicants for Section 5311 funding, should be carefully reviewed prior to an applicant's submission of a Section 5311 Application. In order to be considered for funding, prospective grantees must submit a fully completed application (Sections I – VIII and Section X for Rural General Public Operating Assistance and Sections IX for Intercity Bus Assistance).

To assist applicants ensure that applications packages are complete, an "Application Checklist" in this section has been provided. **Applicants must complete and submit this completed checklist in their application package.**

Please submit one original completed application to your area's contact person:

ILLINOIS DEPARTMENT OF TRANSPORTATION	ILLINOIS DEPARTMENT OF TRANSPORTATION
Division of Public & Intermodal Transportation	Division of Public & Intermodal Transportation
Ms. Melanie Turner, Program Manager	Ms. Karen Strell, Section Chief
2300 S. Dirksen Parkway, Room 311	100 W. Randolph Street, Suite 6-600
Springfield, IL 62764	Chicago, IL 60601

Revised: 2/04/15

Revised 2/04/15

Section 5311 Non-Metro Operating Assistance Grant Application Checklist

(Must be completed and submitted with Application.)

1. Non-Metro Operating Assistance Grant Application Checklist (This Document)
2. Completed Copy of Standard Form 424 (Exhibit A)
3. Operating Entity Certification (One for each operator)
4. Executed Agreement to Terms and Conditions of Special Warranty (Exhibit E)
5. Fully Completed Proposed FY2016 Budget (Exhibit B & OP-5)
6. All Revenue Service Contracts any value and Procurements >\$10,000 Supporting Exhibit B & OP-5. Copies of Tax Exempt Letters attached for contracts to be categorized as Local Match.
7. Applicant's Certificate of Intent (Exhibit G)
8. Executed Resolution of the Governing Board (Exhibit D) PENDING
9. Executed County Ordinance to Operate a Public Transit Project (Exhibit H) PENDING
10. Executed Certifications and Assurances for Grantees (Exhibit C) PENDING
11. Executed Affirmation of Applicant's Attorney (Contained in Exhibit C) PENDING
12. Fully completed Non-Vehicle Capital Asset Inventory (Exhibit I)
13. Fully completed Vehicle Asset Inventory (Exhibit J)
14. Maps of the service area (Attachment I)
15. Copies of Material Documenting Private Sector Effort (Attachment II) PENDING
16. Grantee/Operator Organization Charts (Attachment III)
17. Indirect Costs Rate Proposal (Attachment IV)
18. Copy of Most Recent Audit & 5311 Annual Financial Report (Attachment V)
19. Certified Copy of Public Notice of Public Hearing (Attachment VI) PENDING
20. Copy of Minutes of Public Hearing (Attachment VII) PENDING
21. FY2015 Downstate Operating Assistance Application (Attachment VIII)
22. Proposed System Service Level by County (Table #1)
DUE AUGUST 1, 2016
23. Local Match Assessment Survey for FY2016
24. Copies of Service Contracts attached to Local Match Assessment Survey
25. Fully completed NTD Operating Data Report for FY2016 (Exhibit K)

Comments

All costs are direct costs. Therefore, a cost allocation plan is not being submitted. The McLean County Board will review this application in June, 2015.

I hereby certify that I have reviewed this application including all attachments and information, and have found it to be true and correct. (In the case of multiple PCOM's both PCOM's must sign and date)

PCOM-Applicant – Signatures

PCOM#1, Name (Signature)	Date
PCOM#1, Name (Typed)	
PCOM#2, Name (Signature)	Date
PCOM#2, Name (Typed)	

Revised 2/04/15

II. State and Regional Planning Requirements

Illinois Executive Order #12372 requires a review of all Federal grants to ensure compliance with local and state planning processes. Therefore, using the standard federal Form 424 (Exhibit A), applicants must notify both the State and local (if applicable) review agencies of their intent to apply for a Section 5311 Rural General Public Transportation financial assistance grant. The purpose of this review is to identify any positive or negative facts that should be considered in the review of the grant application by the funding agency

As a part of this application to the Illinois Department of Transportation, attach the completed SF 424 as Exhibit A. This is to be completed by the Grantee (applicant), not the operator.

III. Description of the Project

A. Mode of Service

In the sections below, specify the service mode for each operator in the project. If you are unsure about what mode of service a particular operator provides, refer to the definitions at the end of this section. Service definitions are based on those provided in the Americans with Disabilities Act regulations (49 CFR part 37) and will determine the statutory service obligations of the grantee/operator.

Operator 1 (Check all that apply) SHOW BUS

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Operator 2 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Operator 3 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Operator 4 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Public Transportation Definitions:

Public Transportation as defined by the National Transit Database, means transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include schoolbus, charter, or intercity bus transportation or intercity passenger rail transportation. Transit must be open to the public. Transit must also comply with the provisions of the American with Disabilities Act.

Fixed route system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.

Demand responsive system means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.

Route deviation system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule where the system permits user-initiated deviations of vehicles from the prescribed routes.

Commuter bus service means fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

B. System Service Area

1. Core Service Area

In the space below, please identify the geographic area that is to be served by this Section 5311 grant. The core service area is defined as the geographic area in which Section 5311 service is provided by this grant, as supported by the grantees Board Resolution and any Intergovernmental Agreements with other governmental entities. The service area does not include areas served through incidental services such as charter services or extended commuter routes.

<u>County Served</u>	<u>Square Mileage</u>	<u>Population</u>
DeWitt	398	16,561
Ford	486	14,081
Iroquois	1,117	29,718
Livingston	1,044	38,950
Macon (rural only)	581	18,000
McLean (rural only)	1,183	40,465

If existing maps are available, that show the dimensions of the geographic service area, please attach to the application. If no existing maps are available, please draw a reasonable representation of the service area that clearly shows geographic limits of the service area. Please indicate on the map the street or road names where service is provided. The map does not need to be an exact or official representation; rather, it is mainly intended to convey the project service area. Include this information as Attachment I to the application.

2. Services Provided Outside the Core Service Area

Since the goal of Section 5311 is to enhance access of people living in nonurbanized areas to activities, Section 5311 projects may include transportation to and from urbanized areas or provide services to other destinations that extend beyond the core service. In this section, list the extended services operated outside the core service area. Examples of such routes would be regularly or periodic shopping trips to an urban center, services provided to regional medical facilities under a contract to a human service agency, or similar service.

In the table below, list or describe the services provided by the project that meet the criterion above for periodic or regularly scheduled services provided outside the core service area. **Note: Do not include charter services in this section. Services provided to destinations located outside Illinois should be addressed in Section III.B.3.**

Example:

<i>Extended Service Provided</i>	<i>Frequency</i>
<i>Shopping Trip to Springfield</i>	<i>Every 3rd Tuesday</i>

<u>Extended Service Provided</u>	<u>Frequency</u>
<u>DeWitt County to Champaign</u>	<u>Every Monday</u>
<u>Ford County to Champaign</u>	<u>Daily</u>
<u>Iroquois County to Kankakee</u>	<u>Daily</u>
<u>Iroquois County to Champaign</u>	<u>Daily</u>
<u>Iroquois County to Danville</u>	<u>Weekly</u>
<u>Livingston County to Peoria</u>	<u>Weekly</u>
<u>Livingston County to Kankakee</u>	<u>Monthly</u>
<u>Macon County to Champaign</u>	<u>1st and 3rd Mondays</u>
<u>Macon County to Springfield</u>	<u>1st and 3rd Wednesdays</u>
<u>Special Medical Service-all Counties</u>	<u>Varied Destinations</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Note: Use additional pages if necessary.

3. Services Provided to Out-of-State Destinations

The services provided by a Section 5311 project may include destinations across a state line. Operators of interstate service are required to register with the Federal Motor Carrier Safety Administration (FMCSA). Projects that provide service to out-of-state destinations on a regular, periodic, or even an infrequent basis must notify IDOT for additional guidance.

Each project must complete this section of the application. You must check one of the following boxes:

- This project operates regular or special transit service to out-of-state destinations on a regular, periodic, or infrequent basis.
- This project never operates regular or special service to out-of-state destinations.

C. Proposed Service Levels

1. Passenger Trips

In this section, project the total number of passenger trips to be provided under the project by all operators of public transportation services: For purposes of completing this section, "Trip" is defined as a one-way trip by a transit vehicle in revenue service starting at one point of a route and ending at another point. A round trip is counted as two separate trips. Transfers (if applicable), are counted separately and should not be reported here.

Projected number of total system (all operators) passenger trips: 165,000

If there is more than one operator of public transit services under the project, provide the number of projected total passenger trips by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total passenger trips and trips to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Passenger Trips Provided by Operator
SHOW BUS	165,000

2. Vehicle Miles & Peak Vehicle Use

In this section, project the total number of vehicle miles to be provided under the project by all operators of public transportation services:

Projected number of total system (all operators) vehicle miles: 885,000

If there is more than one operator of public transit services under the project, provide the number of projected total vehicle miles by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total mileage and mileage to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Vehicle Miles Provided by Operator
SHOW BUS	885,000

In this section, project the total number of Peak Vehicles. Peak Vehicles is calculated by determining the maximum number of vehicles needed for any given service hour for all operators of public transportation services, in any given day:

Projected number of total system (all operators) Peak Vehicles: 35

3. Proposed System Service Level by County (Please Complete Table #1)

4. Intercity Bus Service (ICB)

ICB service miles (estimated)

Projected number of total ICB (all operators) passenger trips:

5. Charter Services

Charter Service means transportation using buses or vans, or facilities funded by the Federal Transit Administration of a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge (in accordance with the carrier's tariff) for the vehicle or service, have acquired the exclusive use of

the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin.

FTA grantees are prohibited from using federally funded equipment and facilities to provide charter service except on an incidental basis and when one or more of the seven (7) exemptions set forth in 49 CFR Section 604, Subpart B apply.

Even if the service meets the exceptions set forth in 49 CFR Sect. 604, Subpart B, the charter service still must be considered "incidental." Incidental charter service which does not interfere with or detract from the provision of public transportation service or shorten the life of equipment or facilities. Charter services must recover its fully allocated costs, as deficits from allowable incidental charter service are not an eligible operating expense under the Section 5311 program.

Each project must complete this section of the application. You must check one of the following boxes:

- This project will not provide charter service during FY2016.**
- This project intends to provide charter service during FY2016 and will certify that it will only do so within the allowable exceptions provided above when using FTA/IDOT funded equipment and facilities.**

If the second box is checked, the grantee/operator must provide IDOT with its fully allocated cost methodology (NOTE: this is not the grantee's/operator's indirect cost rate proposal, but a separate methodology to allocate costs to specific services). Contact IDOT for procedures on how to develop a fully allocated cost methodology.

If the project has a method to fully allocate its service costs, describe the methods used below

Not applicable

IV. Service Operators

A. Identification of Operators

Please identify the agency or agencies that will be directly providing and operating the service proposed in this application and the Target Service Groups to be served. If the applicant will be the operator of the service, so indicate. If more than one transit operator will be involved in the provision of the proposed services, indicate which portion of the service and/or which portion of the service area each operator will handle. Also, please describe the method used to coordinate service between operators to guarantee all target service groups are accommodated, as well as the marketing plan proposed for use to ensure that all target service groups (including the general public) will be made aware of the transit service.

Notes: Operator is the name of the entity providing service; Target Service Group(s) is the specific target group (60+, disabled, general public, etc.) If more space is needed, please attach additional pages.

<u>Operator</u>	<u>Target Service Group</u>	<u>Service Area</u>
SHOW BUS	General Public	Six Counties

B. Service Coordination Methods

If you identify more than one service provider in Section IV.A, then the applicant should describe, in detail, how service delivery will be coordinated among operators. Applicants should be prepared to address such issues as coordination of reservation capability, coordination of service delivery, elimination of duplication of service provision among providers, and methods that a project is marketed to the general public as a "system," rather than service provided by individual providers.

Not applicable

C. Operating Entity Certification

For each proposed operator(s) please provide a fully completed and executed copy of the following along with a copy of all purchase of service agreements (*this document should be completed and signed by the operator, if different from the grantee/applicant*):

Laura Dick hereby certifies that
(Name of Authorized Official)

SHOW BUS Public Transportation NFP is organized as :
(Name of Operator Agency)

Address: 24883 Church Street, Chenoa, IL 61726

Phone Number 309-747-2454

(Check one)

- | | |
|--|---|
| <input type="checkbox"/> An individual | <input type="checkbox"/> a partnership |
| <input checked="" type="checkbox"/> A private non-profit | <input type="checkbox"/> a private for-profit |
| <input type="checkbox"/> A municipal corporation | <input type="checkbox"/> other |

And that SHOW BUS Public Transportation NFP's
(Name of operator)

Federal Employer's Identification Number

is 26-4530305.

Officer or Official Signature

President and Director
Title

Date

D. Grantee Contact Person / PCOM

The PCOM is appointed by the grantee (applicant) and concurred on by the Department. This person will act as the Department's primary contact for the grant and will review grant documents and pay requests for accuracy before they are sent to the Department. This person is knowledgeable about public transportation programs, this grant and the grantee's (applicants) oversight responsibilities. Please list the Grantee's contact person/PCOM responsible for project and financial oversight:

Name: Jerry Stokes

Title: PCOM, McLean County

Address: 102 South Towanda Barnes Rd., Bloomington, IL 61705

Phone: 309-663-9445

Fax Number: 309-663-8038

E-Mail: Jerry.Stokes@mcleancountyil.gov

Please identify by name and title in the space below the chief officers of record of applicant's governing board, such as Chairman, President, Secretary, Treasurer or comparably designated officers (add additional page if necessary):

Matt Sorensen
Name

Board Chair, McLean County
Officer's Title

Name

Officer's Title

Name

Officer's Title

Name

Officer's Title

Applicant is a:

municipality

county

corporation

mass transit district

not-for-profit**

other** _____

** For "not-for-profit" or "other" applicants, please provide a general description of applicant's services:

(continued)

E. Operator Contact Person(s)

Please list the Operator's contact person(s) responsible for project and financial management:

Operator	Contact Name	Title	Phone	E-Mail
SHOW BUS	Laura Dick	Director	309-747-2454	laura.showbusnfp@gmail.com

F. Lower Tier Relationship Between Grantee and Operator

There are two circumstances when a grantee can enter into a lower tier relationship with a third party to deliver Section 5311 services. First, a grantee follows either state (under the common rule) or Federal procedures outlined in FTA Circular 4220.1D to competitively secure the services of a contractor (using micro purchase, small purchase, Invitation for Bid (IFB), or Request For Proposal procedures (RFP)) to deliver all or some component of Section 5311 services. Second, a state may elect to grant Section 5311 funds to a subrecipient through an intermediary subrecipient, a practice expressly permitted pursuant to FTA Circular 9040.1E, Chapter IV, paragraph 3. FTA uses the example of a state that might pass funds to a nonprofit organization through a local public body. FTA notes that this type of arrangement is not a third party contract.

In the section below, identify the procurement method used for the selection of operator(s) (check only one for each operator):

- Not applicable, grantee is the operator
- Pass Through Operator (Nonprofit corporations only).
- Qualifications-based proposal (RFQ)
- Performance-based proposal (RFP)
- Low Bid proposal (IFB)
- Negotiated Bid (Requires IDOT Concurrence)
- Sole Source
- Other (please describe:)

G. Operator Managerial and Technical Capacity

If the grantee is not the operator, please describe the methods employed by the applicant to ensure that the selected operator(s) has the requisite fiscal, managerial and financial capability to provide and or manage the proposed service as required by state and federal regulations and funding agreements:

SHOW BUS budget, requisitions, financial statements and audits are reviewed by the PCOM. In addition, the McLean County Auditor's office provides oversight.

H. Contractor Service Monitoring Methodology

Please describe any planned and regularly scheduled monitoring methods to be employed by the applicant to ensure compliance with service delivery and contract(s) compliance:

The PCOM and/or the McLean County Auditor's office makes periodic inspections and conducts interviews with the SHOW BUS Director.

V. Other Transportation Services

FTA encourages IDOT to work with their counterparts at state human service agencies, to participate with other states in regional initiatives, and to assist local recipients and subrecipients of Sections 5307, 5310, 5311, 5316 or 5317 funds to participate in coordinated systems at the local level, along with recipients of funds from the programs of DHHS and other Federal and state programs. Section 5311, RTAP, and Federal transportation planning funds provided to the state may be used in various ways to support eligible activities related to the development and administration of coordinated activities at the state and local level.

The FTA program circular for the Section 5311 program requires that a project application describe how FTA assisted services are or will be coordinated with social service agencies and private transportation providers in the service area. Additionally, the Federal Reauthorization (formerly SAFETEA-LU and MAP-21) includes a requirement for local governmental agencies and nonprofit organizations that receive assistance from Federal sources other than the FTA for non-emergency transportation services. To the extent feasible these agencies are now required to participate and coordinate with recipients of assistance from FTA in the design and delivery of transportation services. They must be included in the planning for those services.

In developing an annual program of projects, IDOT is obligated to ensure that a fair and equitable distribution of funds of Section 5311 funds has been achieved within the states, including Indian reservations, and that projects must provide for maximum feasible coordination with transportation services assisted by other Federal sources.

In this section, applicants must identify other passenger transportation services (e.g., service provided by other than the operators who will provide service under the project) available in the service area, both public and private.

A. Coordination with Other Human Service Agencies and Programs

In this section, provide a general narrative of coordination activity by the project with other entities that receive Federal assistance that may also provide passenger transportation.

SHOW BUS participates in McLean County's Transportation Advisory Council which meets monthly and includes representatives from the following entities, some of which may receive Federal assistance for passenger transportation: Bloomington-Normal's Connect Transit, Illinois Department of Human Services, Life Center for Independent Living (LIFE-CIL), Advocate BroMenn Adult Day Services, Marc First, Faith in Action, McLean County Regional Planning Commission, East Central Illinois Area Agency on Aging (ECIAAA) and YWCA. The council explores transportation needs, emphasizing coordination of services and review of any transportation gaps.

SHOW BUS also participates in the United Way of McLean County's Executive Council, which is made up of executives from thirty area social service agencies, some of which may receive Federal transportation assistance for passenger transportation.

In Livingston County, SHOW BUS participates in a Transportation Committee hosted by LIFE-CIL and Futures. The committee has similar aims as McLean County's Transportation Advisory Council and involves representatives from the local hospital (St. James), Livingston County Public Health Department, LIFE-CIL, Futures and

Mosaic (two entities serving individuals with disabilities), Institute for Human Resources (a mental health center), local taxi services and local governmental representatives. Some of these entities may receive Federal assistance for passenger transportation.

In DeWitt County, SHOW BUS participates in a monthly meeting of representatives from local social service agencies and other interested partners to share information and to coordinate service efforts. Participating entities include Friendship Senior Center, University of Illinois Extension, DeWitt County Human Resource Center (serving individuals with disabilities), Faith in Action, DeWitt County Housing Authority, Community Action, Liberty Village and Farmer City Rehab (both nursing homes) and United Way. Some of these entities may receive Federal assistance for passenger transportation.

In Ford County, the Ford County Network Panel involving such entities as Ford County Public Health Department, Community Resources and Counseling Center, local school and governmental officials holds monthly meetings to review transportation needs. Some of these entities may receive Federal assistance for passenger transportation.

In Iroquois County, the Iroquois County Transportation Committee, made up of such social service agencies as Iroquois County Public Health Department, Iroquois Mental Health Center, Options, Catholic Charities and the Watseka Senior Center, the Iroquois Memorial Hospital and governmental entities, has been holding monthly meetings since May, 2009. Some of these entities may receive Federal assistance for passenger transportation.

In Macon County, SHOW BUS actively participated in the "ICCT" process. With the initiation of service in June, 2012, the Macon County Board established a transportation committee. Until April, 2015, it met on a monthly basis; it now meets on a quarterly basis and includes participants from SAIL and Macon Resources (serving those individuals with disabilities), "DMCOC" (serving seniors), various school entities and Macon County officials. Some of these entities may receive Federal assistance for passenger transportation.

SHOW BUS has been active in the Region Six and Region Eight Human Services Transportation Plan (HSTP), with the SHOW BUS Director acting as Chair of the Technical Committee in Region Six.

SHOW BUS also participates in transportation related organizations that encompass areas wider than the six county area. They include ECIAAA, Illinois Public Transportation Association (IPTA), and Illinois Rural Transit Assistance Center (IRTAC).

B. Effort to Involve the Private Sector in Public Transit Service Delivery

Section 5323(a)(1) of the Federal Mass Transit Act of 1964, as amended, requires that FTA funded projects "to the maximum extent feasible" provide for "the participation of private mass transportation companies." While FTA no longer prescribes a particular private sector participation process, the basic requirement still stands.

Describe the project's efforts to involve the private sector below.

Please see attached letters sent out.

Attach copies of requests for proposals, letters, meeting minutes, comments received and proceedings held relating to these requirements as Attachment II to the application.

VI. Public Transit Employee Protections

A. Special Warranty (Office of Labor-Management Standards (OLMS))

OVERVIEW

When federal funds are used to acquire, improve, or operate a mass transit system (public transportation), federal law requires arrangements to protect the interests of mass transit employees. 49 U.S.C. § 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act). Section 5333(b) specifies that these protective arrangements must provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, the continuation of collective bargaining rights, the protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs. 49 U.S.C. § 5333(b)(2).

The Department of Labor (DOL) must certify that protective arrangements are in place and meet the above requirements for all grants of assistance under of the Federal Transit Law before the Department of Transportation's Federal Transit Administration (FTA) can release funds. The FTA includes the terms and conditions of the certification and protective arrangements in its contract of assistance with the grant recipient. There is no basis for a waiver or exemption from the requirements of section 5333(b).

A protective arrangement is not a collective bargaining agreement and does not create a collective bargaining relationship where one does not already exist.

For further information on Mass Transit Employee Protections, see the sections below or contact OLMS at (202) 693-0126 or OLMS-DSP@dol.gov. Also, visit <http://www.dol.gov/oims/regs/compliance/compltransit.htm>

DOL'S PROCEDURES FOR CERTIFICATION OF PROTECTIVE ARRANGEMENTS (29 CFR § 215)

Pursuant to its Procedural Guidelines, 29 CFR § 215, DOL refers the grant application and the proposed terms and conditions to: the recipient and any subrecipients of the funding, and any unions representing employees of the grantee, its contractors, and/or other service area providers. When protective arrangements have been previously negotiated and agreed to by the transit employees' union and the grant applicant, and the arrangements continue to meet the requirements of 5333(b), the Department will refer on the basis the previously certified protective arrangements. If there are no previous or existing arrangements that may be applied to the pending grant, DOL proposes to apply the terms and conditions of the January 3, 2011 Unified Protective Arrangement (UPA) 29 CFR § 215.3(b)(1) and (2).

DOL may certify term and conditions without referral if the grant application falls under one of the following exceptions: 1) neither the grant recipient's employees, nor those of any other transit provider in the service area are represented by a union, (in which case the Act's protections are contained in a "Nonunion Protective Arrangement" developed

by DOL); 2) the grant specifies that is only for routine replacement items; 3) the grant amends a previous grant in a manner that is not material, 4) the grant specifies that it is only for a Job Access project serving populations less than 200,000; 5) the grant capitalizes a State Infrastructure Bank account; or 6) the grant is for the Over-the-Road Bus or Other Than Urbanized program (in which case the Act's protections are contained in the Special Warranty developed by DOL).

Once a grant application is referred, the parties have 15 days to inform DOL of any objection to the recommended terms. In order for DOL to find an objection sufficient, it must "raise" material issues that may require alternative employee protections," or "concern changes in legal or factual circumstances that may materially affect the rights or interests of employees." 29 C.F.R. § 215.3(d)(3). If no objection is made or DOL does not find the objection sufficient, DOL certifies the proposed terms. DOL then provides FTA with the certified protective arrangements to be made applicable to the federal assistance.

If DOL determines that an objection is sufficient, it will direct the parties to negotiate on specific issues defined by DOL. If the parties are unable to reach agreement within 30 days, DOL will review the final proposals and, if possible, issue an interim certification permitting FTA to release funds based on terms and conditions determined by DOL which are no less protective than the terms and conditions included in the referral and provided that no action is taken relating to the issues in dispute that will irreparably harm employees. 29 C.F.R. § 215.3(d)(7) and (8). Following the interim certification, the parties may continue negotiations. If they are unable to reach agreement, DOL will determine the terms for Final Certification within 60 days. DOL may request briefs on the issues in dispute before issuing the final certification.

It is recommended that the sub-recipient (grantee and operator) visit the Department of Labor link provided above to familiarize themselves with federal statements regarding protections and the claim procedures for transit employees represented by labor organizations as well as non-union employees.

Information may also be requested from DOL's Office of Labor-Management Standards, Division of Statutory Programs.

49 U.S.C. 5333(b) (also known as Section 13(c) of the Federal Transit Act)

(1) As a condition of financial assistance under section 53115307-5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, and 5338(b) of this title, the interests of employees affected by the assistance shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. The agreement granting the assistance under sections 5307-5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, and 5338(b) shall specify the arrangements.

(2) Arrangements under this subsection shall include provisions that may be necessary for--

the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise;

the continuation of collective bargaining rights;

the protection of individual employees against a worsening of their positions related to employment;

assurances of employment to employees of acquired public transportation systems;

assurances of priority of reemployment of employees whose employment is ended or who are laid off; and

paid training or retraining programs.

(3) Arrangements under this subsection shall provide benefits at least equal to benefits established under section 11326 of this title.

(4) Fair and equitable arrangements to protect the interests of employees utilized by the Secretary of Labor for assistance to purchase like-kind equipment or facilities, and grant amendments which do not materially revise or amend existing assistance agreements, shall be certified without referral.

(5) When the Secretary is called upon to issue fair and equitable determinations involving assurances of employment when one private transit bus service contractor replaces another through competitive bidding, such decisions shall be based on the principles set forth in the Department of Labor's decision of September 21, 1994 (HTML) (PDF), as clarified by the supplemental ruling of November 7, 1994 (HTML) (PDF), with respect to grant NV-90-X021. This paragraph shall not serve as a basis for objections under section 215.3(d) of title 29, Code of Federal Regulations.

The Department of Labor (DOL) is responsible for insuring those arrangements are certified by the Secretary of Labor as meeting the requirements of the law. Questions concerning employee protective arrangements and related matters pertaining to transit employees should be addressed to the Division of Statutory Programs, Employment Standards Administration, U.S. Department of Labor, Room N-1519, 200 Constitution Avenue NW, Washington, DC 20210; telephone, 202-693-1193; fax, 202693-1344.

There is a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program. DOL and DOT agreed upon a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979.

Before undertaking a project, the applicant for Section 5311 funding (or a legally responsible entity designated by the state) must agree in writing to the Special Warranty. IDOT is responsible for assuring that each grantee has a currently valid signed Special Warranty and for certifying this to DOL for each grant.

The text of the Special Warranty is included in Exhibit E. An acceptance certification form is included in this section. Please note that each grantee or operator must also post the Special Warranty where affected employees may see it.

The executed "Acceptance of the Special Warranty" form must be included as Exhibit E to the application.

B. Labor Organizations in the Service Area

The Special Warranty also requires that IDOT "provide to DOL and maintain at all times an accurate, up-to-date listing of all existing transportation providers which are eligible recipients of transportation assistance funded by the project, in the transportation service area of the project, and any labor organizations representing the employees of such providers."

Union Name and Local Number	Transit Organization Represented
Amalgamated Transit Union	Connect Transit

VII. LOCAL PLANNING EFFORTS

A. Public Notice, Public Meeting and Planning Efforts to Support this Application

Describe what role local planning activities/initiatives played in the development of the proposed FY2016 Section 5311 project.

Section 5323 (a) (1) of the Federal Mass Transit Act of 1964, as amended requires "that the program provides for the participation of private companies engages in public transportation to the maximum extent feasible..."

(b) Notice and Public Hearing.—

(1) In general.—For a . . . project that will substantially affect a community, or the public transportation service of a community, an applicant shall—

- (A) provide an adequate opportunity for public review and comment on the project;*
- (B) after providing notice, hold a public hearing on the project if the project affects significant economic, social, or environmental interests;*
- (C) consider the economic, social, and environmental effects of the project; and*
- (D) find that the project is consistent with official plans for developing the community.*

(2) Notice.—Notice of a hearing under this subsection—

- (A) shall include a concise description of the proposed project; and*
- (B) shall be published in a newspaper of general circulation in the geographic area the project will serve.*

Attach a copy of the Public Notice and certification thereof as Attachment VI.

Attach the minutes of the Public Meeting as Attachment VII.

Also, provide a list below that describes in general the plans and other planning tools used and how they were utilized in the development of this project. (Example: county comprehensive plans, ridership surveys, technical studies, etc.)

SHOW BUS is included in McLean County's TIP annually. As indicated above, SHOW BUS participates in various transportation related organizations. Through county based transportation committees, information is funneled to the HSTP in order to be included in that plan.

In April, 2012, updated surveys following the Administration on Aging's Model State Performance Outcomes Measurement System Project (POMP) methodology were sent to over 1,000 riders. The results were compiled using various matrixes, and the conclusions are being shared with the county based transportation committees and various funding bodies to be included in the planning strategy.

B. Planning Efforts in the Last Five (5) Years

Describe your planning efforts over the past 5 years and how the public has participated in those efforts.

Please see comments above. In addition, SHOW BUS has maintained relationships with various county boards and township, village and city officials in the six county area. As mentioned above, the county based transportation committees and the HSTP Regions 6 and 8 provide guidance in transportation planning efforts.

C. Ridership and Service Demand Surveys

Describe what surveys of potential riders were conducted in an effort to determine the general travel needs of the service area population. How many people were surveyed? How have the findings of the surveys been used in developing the routing and scheduling of the proposed transit program? Please summarize.

Please see comments above. Results from the full scale survey conducted in 2012 are available upon request.

VIII. Project Cost and Revenue Proposal

A. Program Cost Comparison

For each proposed operator involved in the project, please provide the information requested below.

Note: Programmed Services are all of the operator's services provided on a regular basis including transportation. Annual Program Budget is the total amount budgeted for the listed program. Percentage of Total Budget is the percentage of the operator's Total Programmed Services budget represented by the listed program. Attach additional pages if necessary. Include all programmed service: transportation, nutrition, training, etc.

Operator's Proposed Program Budget Activity Report: FY2016

	Annual Program Budget	Percent (%) of Total Program Budget
Programmed Services Transportation	\$2,963,548	100%

Total Operator Expenditures	<u>\$ 2,963,548.00</u>	100%
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B. Operator Organization and Level of Human Resource Effort

In this section, provide a description of the level of effort that will be provided by each operator providing service in the project. List the staff positions, by job title, in the following table. List both personnel whose time will be charged to the project, either as a direct or indirect expense by typing "Direct" or "Indirect" in the second column. Also list if the position will be charged to the Administrative category ("Admin") or the Operating category ("Op"). Finally, list the approximate or estimated number of staff, expressed in terms of Full-Time Equivalents (FTEs) in the last column.

Submit one table for each operator.

Operator's Proposed Transportation Employee Utilization: FY2016

Operator: SHOW BUS

Job Title	Direct or Indirect Staff Position	Administration or Operating? (Admin or Op)	Estimated Full-Time Equivalents (FTEs)
Director/Asst. Director	Direct	Admin	2.0
Office Mgr./Bookkeeper	Direct	Admin	1.75
Clerical	Direct	Admin	6.5
Dispatch	Direct	Op	1
Drivers	Direct	Op	30
Driver/Support/Mechanics	Direct	Op	3

For each operator, submit with this application an organization chart showing all functional divisions of the entity with a detailed organizational breakdown of the transportation unit as Attachment III.

C. Project Revenue

Detail all non-IDOT contracts, grants and non-passenger donations (including in-kind) to be used in the provision of Section 5311 Transportation Service. All multiple County Systems, including Transit Districts, please breakdown this information by County: (attach additional pages if necessary) **PLEASE NOTE:** All non-DOT federal grants with a transportation funding component could be used to match federal DOT funds. Federal DOT funds cannot be used as match for another federal DOT grant.

Note: All program contract income from agreements with

- for-profit agencies
- or invoicing for rides given on a periodic basis
- and other ad hoc arrangements where the transit operators or grantee are paid for rides provided to not-for-profits must be recorded as Section 5311 project income (Farebox on lines 401 through 406) and not used as local match or recorded as program income.

Program income is specifically defined by the Department as income tied to contracts with other governmental agencies or not-for-profits that is specifically traceable and transparent. Rides given on a cash basis with no executed contract documents in place for the service are to be reported as Farebox.

COUNTY/AGENCY/NOT-FOR-PROFIT Contract or Revenue Source	Total Contract Amount	Expected Revenue
		for the Section 5311 Program
DeWitt HRC (DeWitt)	24,996	24,996
DSC (Ford, Iroquois)	17,496	17,496
ARC (Iroquois)	32,400	32,400
Options (Iroquois)	1,200	1,200
City of Pontiac (Livingston)	10,000	10,000
St. Mary's Hospital	6,000	6,000
Boys and Girls Club (Livingston)	300	300
Medicaid (All Counties)	209,633	209,633
Local Cash (All County fundraiser)	60,500	60,500
DOAP (All Counties)	1,817,310	1,817,310
Advocate ADS (McLean)	8,975	8,975
Contrib Cash (All Counties, varied by year)	100,000	100,000
TOTALS	\$ 2,288,810	\$ 2,288,810

Please supply copies of all contracts with the submittal of this application.

D. Fare Structure

Please describe your proposed fare structure by passenger category, (e.g., adult, senior, disabled, student, child or other) and include or attach a copy of fare

structure. Please make note of any multi-ride pass books, tickets etc. and the associated costs to purchase by consumers.

Senior and Adult DEMAND RESPONSE: \$5 Round Trip Base Fare, travel within one county (slightly lower if travel is within a municipality), \$7 Round Trip Base Fare, travel beyond one county, State Medicaid rate+ Special Service Round Trip (SSRT). DEVIATED FIXED ROUTE/LIMITED STOP: \$2 Round Trip. The fare is not mandatory for seniors in all six counties. Children under 12 ride at half fare.

E. Proposed FY2016 Budget Instructions – Exhibit B

All applicants must complete the following Proposed FY2016 Budget detailed in Exhibit B. If the project uses multiple operators, a separate budget form must be submitted for each operator and labeled accordingly. A cumulative Proposed Budget should then be compiled and included with this application.

Using the Detailed Accounts and Definitions attached as Exhibit F to clarify any issues concerning the allowability or eligibility of project expenses under the Section 5311 program. For most systems, many of the listed accounts will not be applicable. However, its use provides for a full range of cost reporting and budgeting options for Section 5311 applicants. Also, the diversity of organizations (e.g., public entity, mass transit districts, private nonprofit corporations, etc.) requires a Standardized Chart of Accounts in order to meet reporting and system comparison requirements.

IDOT funds **net project operating expenses and project administration** under the Section 5311 program.

Operating expenses are considered those costs directly related to system operations. At a minimum, the following items must be considered operating expenses: fuel, oil, drivers' salaries and fringe benefits, dispatcher salaries and fringe benefits, and licenses.

The Federal (Section 5311) share for net operating expenses may not exceed 50 percent. **Net operating expenses** are those expenses that remain after operating revenues are subtracted from eligible operating expenses. At a minimum, operating revenues must include farebox revenues. Farebox revenues include fares paid by riders who are later reimbursed by a human service agency, or other user-side subsidy arrangements, but do not include payments made directly to the transit provider by human service agencies.

Project administrative expenses incurred by a grantee/operator are treated as a separate cost category from operating expenses. This allows administrative expenses to be considered "non-operating" expenses, which may be funded up to the 80 percent Federal share. This practice is consistent with congressional intent that smaller communities be given greater flexibility in matching requirements than larger cities.

Eligible project administrative costs may include, but are not limited to, general administrative expenses such as salaries of the project director, secretary, and bookkeeper; marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing.

The Proposed Program Budget must reflect all revenues and expenses anticipated for FY2016 regardless of the Grantee's Section 5311 allocation. Additionally, Total Revenues must equal Total Expenses for this Proposed FY2016 Budget. Once accepted by the Department, the Grantee's approved FY2016 Section 5311 Budget may only be revised through the budget revision process outlined in the Grantee's FY2016 Section 5311 operating assistance contract.

F. Indirect Cost Proposal

IDOT specifically allows indirect costs consistent with State and Federal policy. In order for grantees and operators to claim indirect costs, they must meet the following:

- **Indirect costs are allowable only to the extent they conform to grantees certified indirect cost allocation plans.**
- **Grantees and/or operators may utilize the services of the independent CPA to prepare indirect cost proposals; however, this will no longer be a program requirement.**
- **Indirect cost proposals must be certified by the submitting entity.**
- **Proposals will normally be submitted with the grant application.**
- **In FY2016, IDOT will approve a "predetermined" indirect cost rate based on past audited data that will not be subject to adjustment.**
- **IDOT will not require the submittal of documentation for claims for indirect expenses if the grantee/operator has an IDOT approved indirect cost rate.**

Grantees and operators that are units of local government, transit districts, or nonprofit organizations that wish to claim indirect costs are encouraged to submit indirect cost proposals prepared in accordance with these guidelines.

Definition of Costs

Direct costs are those expenses incurred by the grantee or operator that are directly related and strictly benefit only the Section 5311 program. Such expenses are totally allocable to the Section 5311 program.

OMB Circular A-87 makes it clear that there are no universal rules for classifying costs as direct or indirect under every governmental accounting system. The essential difference is the degree of ease with which a cost can be readily assigned to a particular cost objective with a high degree of accuracy. Such readily assigned costs are **direct costs**.

Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective or program and cannot be readily

identified with a particular final cost objective without effort disproportionate to the results achieved.

Organizations whose sole purpose is the provision of rural public transit will not have indirect costs; all costs incurred would be directly attributable to the Section 5311 program. Other grantees, such as units of local governments, or operators such as a council on aging, perform multiple functions and would likely incur indirect expenses associated with public transportation service delivery.

There is one key rule that grantees and operators should take into account when preparing cost allocation proposals. A cost may not be allocated to the Section 5311 program as an **indirect cost** if any other cost incurred for the same purpose, in like circumstances, has been assigned to another Federal award as a **direct cost**. **Costs must be accorded equal treatment under all of the organization's Federal awards.**

Indirect costs are normally charged to Federal awards by the use of an **indirect cost rate**. A separate indirect cost rate(s) is usually necessary for each department or agency of the governmental unit claiming indirect costs under Federal awards. Guidelines and illustrations of indirect cost proposals are provided in a brochure published by the Department of Health and Human Services entitled, "*A Guide for State and Local Government Agencies: Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.*"

Applicable Credits. Applicable credits are reduction of expenditures that offset or reduce the expenses items that are attributable to Section 5311 program as either direct or indirect costs. Examples of such credits include purchase discounts, rebates, or allowances.

Applicability

This guidance applies to all Section 5311 grantees and operators who are either:

- (1) eligible recipients; or
- (2) Receive funds from an otherwise eligible recipient of funds through a pass-through arrangement.

This policy does not apply to operators selected by the grantee through formal competitive procurements or any private, for-profit operator. Grantees that utilize private, for profit operators, consistent with the procurement requirements of the Section 5311 program, must secure these services through competitive means. This typically would mean a formal Invitation for Bids (IFB) or Request for Proposal (RFP). IDOT recommends that grantees adopt unit pricing strategies (e.g., cost per trip, cost per mile, cost per hour) under these contracts rather than utilizing cost reimbursement type contracts.

Additionally, some projects do not receive sufficient Section 5311 funds to cover the operator's direct costs incurred in the Section 5311 program. In those cases, IDOT

will pay only direct costs; IDOT will not require nor review/approve an indirect cost rate proposal from an organization that can draw down all Section 5311 project funds in direct costs.

PLEASE TRANSMIT, WITH THE COMPLETED APPLICATION, ALL INDIRECT COST RATE PROPOSALS, FOLLOWING THE FORM PRESCRIBED BY IDOT, FOR ALL LISTED OPERATORS WHO WISH TO CLAIM INDIRECT COSTS. A COPY OF THE MOST RECENT AUDIT, ON WHICH INDIRECT COST RATE COMPUTATIONS ARE BASED, MUST ALSO BE SUBMITTED. INCLUDE THE INDIRECT COST RATE PROPOSAL AS ATTACHMENT IV TO THE GRANT PROPOSAL. IDOT ALSO REQUIRES A COPY OF THE MOST RECENT AUDIT ON WHICH THE INDIRECT COST RATE COMPUTATIONS ARE BASED. SUBMIT THE AUDIT AS ATTACHMENT V TO THE GRANT APPLICATION ALONG WITH THE 5311 ANNUAL FINANCIAL REPORT.

IX. Intercity Bus Capital/Operating Assistance Requests

Preparers of this application are advised to consult the IDOT 5310/5311 Grant Management Manual and Chapter VIII- FTA C 9040.1F for further guidance on this section.

ELIGIBLE RECIPIENTS. The definition of a subrecipient in Section 5311(a)(2) includes an operator of intercity bus service that receives Federal transit program grant funds through a State or Indian tribe that is a direct recipient. In some instances, certain intercity bus providers may be unwilling or unable to accept the terms and conditions the State applies to subrecipients and may prefer to maintain a contractual relationship, in order to isolate the remainder of their operations from Federal requirements related to a grant. The State may use either mechanism to provide assistance to private operators for intercity bus service. In either case, the State should use a merit-based selection process to ensure that the private operator is qualified, will provide eligible service, can comply with Federal and State requirements, and is the best, or only, provider available to offer service at a fair and reasonable cost.

ELIGIBLE SERVICES AND SERVICE AREAS. For the purpose of this provision, FTA defines intercity bus service as regularly scheduled bus service for the general public that operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, that has the capacity for transporting baggage carried by passengers, and that makes meaningful connections with scheduled intercity bus service to more distant points, if such service is available. (Urban area is defined very broadly in 49 U.S.C. 5302(a)(16) as "an area that includes a municipality or other built-up place that ... is appropriate for a local public transportation system to serve individuals in the locality.") Schedule information for intercity service is typically maintained in the Official Bus Guide (Russell's Guide).

Connection to the national network of intercity bus service is an important goal of Section 5311(f) and services funded must make meaningful connections wherever feasible. Intercity bus projects may include package express service, if it is incidental to passenger transportation. The definition of intercity bus does not include commuter service (service designed primarily to provide daily work trips within the local commuting area). Intercity service is not limited by the size of the vehicle used or by the identity of the carrier. Intercity bus does not include air, water, and rail service. While much of the public transportation service assisted under Section 5311 covers large distances because of the nature of the areas served, not all long distance trips are included in the definition of intercity service. For example, service, which provides extensive circulation within a region (in contrast to regular but infrequent service from limited points in the community of origin to limited points in the destination community), is not considered intercity service, although it may be an eligible public transportation service. Similarly, service that only incidentally stops at an intercity bus facility among other destinations within the city at either end of a route that covers a long distance, without regard to scheduled connections, is eligible for Section 5311 assistance as public transportation, but is not an intercity feeder service. Likewise, commuter service is excluded because it is considered a local public transportation service, eligible for assistance under Section 5311 but not counting toward the required percentage for Section 5311(f).

ELIGIBLE ASSISTANCE. Assistance under Section 5311(f) must support intercity bus service in rural areas. Section 5311(f) specifies eligible intercity bus activities to include "planning and marketing for intercity bus transportation, capital grants for intercity bus shelters, joint-use stops and depots, operating grants through purchase-of-service agreements, user-side subsidies and demonstration projects, and coordination of rural connections between small public transportation operations and intercity bus carriers." This listing does not preclude other capital and operating projects for the support of rural intercity bus service. For example, the State may

provide operating assistance to a public or private non-profit organization for the direct operation of intercity service after appropriate consideration of participation by private for-profit service providers. Capital assistance may be provided to purchase vehicles or vehicle related equipment such as wheelchair lifts for use in intercity service. Charter and tour services are not eligible for FTA assistance. See 49 CFR part 604.

FTA encourages the participation of private public transportation companies to the maximum extent feasible in this and other FTA programs. Among the various types of projects in which private intercity bus operators may wish to participate are improvements to existing intercity terminal facilities for rural passengers, modifications to transit facilities to facilitate shared use by intercity bus and rural transit operators, operating assistance to support specific intercity route segments, and applications of Intelligent Transportation Systems (ITS) technology for coordinated information and scheduling.

Section 3004 of SAFETEA-LU expanded the definition of a capital project to include the "construction, renovation, and improvement of intercity bus and intercity rail stations and terminals." Further, SAFETEA-LU excepted intercity bus stations and terminals from the prohibition against "commercial revenue-producing facilities." The result of these changes is that FTA funds can now be used for all aspects of intercity bus and rail facilities in facilities (such as intermodal terminals) which meet the criteria in Section 5302(a)(1)(G) for joint development projects. Final guidance for joint development projects was published in the Federal Register on February 7, 2007. (72 FR 5788).

FEEDER SERVICE. The "coordination of rural connections between small transit operations and intercity bus carriers" may include the provision of service that acts as a feeder to intercity bus service, and which makes meaningful connections with scheduled intercity bus service to more distant points. The feeder service is not required to have the same characteristics as the intercity service with which it connects, as defined above. For example, feeder service may be demand-responsive, while intercity service is by definition fixed route. Examples of eligible costs include marketing and extended hours of service in order to connect with scheduled intercity service. Where feasible, intercity bus feeder service may also provide access to intercity connections with rail or air service. Rural transit providers operating feeder service with destinations across State lines are required to comply with the Federal Motor Carrier Safety Administration (FMCSA) regulations. Intrastate feeder service may also trigger compliance with FMCSA regulations if inter-lining is involved (issuing a single ticket for the feeder service and the trip provided by an interstate carrier) Section 5311(f) funds may be used for expenses incurred by a public transit operator as a result of FMCSA requirements triggered by the provision of feeder services

A. Project Description/Operating

The Intercity bus service operator must be qualified, be able to provide eligible service, must comply with Federal and State requirements, and is the best, or only, provider available to offer service at a fair and reasonable cost.

Name of Intercity Bus Service Operator: [\[Click here and type description\]](#)

Intercity bus operator for:(check all that apply)

Existing ICB Component Expanded ICB Component New ICB Service

B. Eligible Intercity bus service and service areas include the following characteristics:

- regularly scheduled bus service
- for the general public that
- operates with limited stops over fixed routes
- connecting two or more urban areas not in close proximity,
- that has the capacity for transporting baggage carried by passengers,
- and that makes meaningful connections with scheduled intercity bus service to more distant points, if such service is available.

Attach printed schedules and Maps as well as information regarding the intercity bus service to which your service connects. Describe how the service to be funded meets the characteristics of intercity bus service described in Part II: [\[Click here and type description\]](#)

C. Eligible feeder service and service areas include the following characteristics:

- makes meaningful connections with scheduled intercity bus service to more distant points
- not required to have the same characteristics as the intercity service with which it connects
- may be demand-responsive whereas intercity bus service is by definition fixed route
- Marketing
- extended hours of service in order to connect with scheduled intercity service
- Where feasible, intercity bus feeder service may also provide access to intercity connections with rail or air service

Attach printed schedules and Maps as well as information regarding the intercity bus service to which your service connects Describe how the service to be funded meets the characteristics of feeder service described in Part III: [\[Click here and type description\]](#)

D. Intercity Bus across state lines accommodates the following characteristics:

- complies with the Federal Motor Carrier Safety Administration (FMCSA) regulations.
- includes expenses incurred by a public transit operator as a result of FMCSA requirements triggered by the provision of feeder services

Attach printed schedules and Maps as well as information regarding the intercity bus service to which your service connects Describe how the service to be funded meets the characteristics of Intrastate bus service described in Part IV : [\[Click here and type description\]](#)

E. Intercity Bus/Capital (Please note that additional applications and follow-up with the Department's CVP section will be required. This section is to gauge interest and assist the Department in programming of ICB funding)

- Rolling Stock ICB Replacement Vehicle
- Rolling Stock ICB Expansion Vehicle
- New ICB vehicle

Detailed Description of vehicle requested, route information, connections to over-the-road service.

- For ICB Replacement Vehicle please provide original grant purchase information, mileage, age and condition of vehicle being replaced. Indicate which route this vehicle operates on, the number of vehicles on that route and the frequency with which the route makes meaningful connections to over-the-road bus service. Please provide the annual ridership and revenue vehicle miles for the route as well as the hours of service for the route.

[Click here and type description]

- For ICB Expansion vehicle please . Indicate which proposed route this vehicle will operate on, the number of vehicles on that route and the frequency with which the route makes meaningful connections to over-the-road bus service. Indicate if a temporary increase in operating funds for ICB are also being requested. Please include projected annual ridership and revenue vehicle mileage for the route and discuss the basis for the projections.

[Click here and type description]

- For a New ICB vehicle please . Indicate the proposed or existing route on which this vehicle will operate, the number of vehicles on that route and the frequency with which the route makes meaningful connections to over-the-road bus service. Indicate if a temporary increase in operating funds for ICB are also being requested. Please include projected annual ridership and revenue vehicle mileage for the route and discuss the basis for the projections.

[Click here and type description]

F. Geographical Service Area

Please provide a description of the geographical areas to be served by the intercity bus project (attach maps and additional pages if necessary):

[Click here and type geographic service area]

G. Other Project Justification

Please provide any additional project justification for this intercity bus project (attach additional pages if necessary).

[Click here and type in project justification information]

H. Proposed Intercity Bus Project Operating Assistance Budget

Use the following budget format for Proposed Intercity Bus Operating Assistance requests.

Estimated Intercity Bus Project Financing-Operating Assistance Projects

FY2016 Mileage Share Calculation

A. Projected Total Section 5311 Program Mileage	D [Type info]
B. Projected Total Intercity Bus Mileage	E [Type info]
C. Percentage Intercity Bus (E divided by D)	F [Type info]
G. Total Section 5311 Operating Assistance (50% of deficit)	\$ [Type info]
H. Intercity Bus Operating Component (F x G)	\$ [Type info]
I. Total Section 5311 Adm. Assistance (80% of cost maximum)	\$ [Type info]
J. Intercity Bus Administrative Component (F x I)	\$ [Type info]
K. Total Local Share (total non FTA/IDOT funds)	\$ [Type info]
L. Total Intercity Bus Component (H + J)	\$ [Type info]
M. Total Non Intercity Bus (G+I-L)	\$ [Type info]
Total Program Cost (K+ L+ M)	\$ [Type info]

Estimated Intercity Bus Total Projected Intercity Bus Passenger Trips [Type info]

Estimated Intercity Bus Approved Special Project (attach additional pages if necessary):

A. ICB SP Total Projected Special Project Mileage	[Type info]
B. ICB SP Mileage percentage of total Intercity Bus Mileage	[Type info]
C. ICB SP Total Projected Passenger Trips	[Type info]
D. ICB SP Total Projected Operating & Administrative Costs	\$(Type info)
Operating Costs	\$(Type info)
Administrative Costs	\$(Type info)

X. Forms, Certifications and Assurances

A. Applicant's Certification of Intent

All applicants must complete and submit the Certification of Intent form, contained in Exhibit G.

B. Board Resolution

Each public body submitting a grant application to the Illinois Department of Transportation under the Section 5311 program must pass a resolution by the governing board authorizing the filing of the application, execute and file grant agreement, and file such documents to perform agreement and receive the grant. A sample resolution is contained in Exhibit D.

C. Sample Ordinance

Illinois Compiled Statutes 740/2-1 et seq. authorizes an applicant to provide for public transportation within their service area limits. If a county is applying for Section 5311 funds on behalf of another county within the service area, each county is required to pass an ordinance authorizing the project. A sample ordinance is contained in Exhibit H.

D. Standard FTA Assurances and Certifications

As a condition of receipt of Federal financial assistance, all applicants (both grantees and operators) must agree to all terms and conditions imposed by the Federal Transit Administration based on all applicable laws, regulations, and Executive Orders. A copy of the applicable terms and conditions, along with a certification, is contained in Exhibit C. This certification must be submitted by all grantees and operators.

XI. Compiling the Application

After all elements of the application are complete, the Applicant can print out a paper copy of the application for submission to IDOT.

Ensure that all certifications and assurances are complete and fully executed. Attach additional materials, as necessary to the printed applications, based on instructions provided elsewhere in the application. Eight (8) attachments and one (1) Table may be necessary to support documentation contained in this application, as follows:

Attachment I	Maps of the service area (or other printed material that will help describe the project).
Attachment II	Copies of minutes, letters, RFPs, and other documentation that describe the applicant's efforts to involve the private sector in the project.
Attachment III	Organization charts for each operator.
Attachment IV	Indirect cost rate proposal
Attachment V	Copy of the most recent audit & 5311 Annual Financial Report (Electronic versions – see separate file). For those projects that submit indirect cost rate proposals, audit should reflect costs for the period corresponding to the indirect cost rate proposal.
Attachment VI	Certified Copy of Public Notice for Public Hearing
Attachment VII	Copy of minutes of Public Hearing in Support of this Application
Attachment VIII	FY2016 State of Illinois Downstate Operating Assistance Application.

TABLE #1 - Proposed System Service Level by County

Exhibit A

Standard Form 424

1. TYPE OF SUBMISSION:		3. DATE RECEIVED BY STATE	State Application Identifier
Application	Preapplication	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
Construction	Construction		
Non-Construction	Non-Construction		
i. APPLICANT INFORMATION			
Legal Name:		Organizational Unit:	
McLean County			
Address (give city, county, State and zip code):		Name and telephone number of person to be contacted on matters involving this application (give area code)	
McLean County Law & Justice Center 104 W Front Street; POBox 2400 Bloomington, IL 61702-2400		Jerry Stokes 309-663-9445	
ii. EMPLOYER IDENTIFICATION NUMBER (EIN):		7. TYPE OF APPLICANT: (enter appropriate letter)	
37-6001569		B	
i. TYPE OF APPLICATION:		A. State	
_ New X Continuation _ Revision		H. Independent School District	
Revision, enter appropriate letter(s)		B. County	
A. Increase Award B. Decrease Award C. Increase Duration		I. State Controlled Institution of Higher Learning	
D. Decrease Duration Other (Specify):		J. Private University	
		K. Indian Tribe	
		L. Individual	
		M. Profit Organizer	
		N. Other (Specify) _____	
		9. NAME OF FEDERAL AGENCY:	
		Federal Transit Administration	
0. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:	
Section 5311 20 - 509		Public transportation operating assistance grant program for the non-urbanized areas of the State of Illinois and a grant for the Rural Public Transportation Assistance Program.	
TITLE: Operating Assistance Program			
2. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):			
Non-urbanized counties and cities in the downstate Illinois area.			
3. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date	Ending Date	a. Applicant	b. Project
11/2015 to 6/30/2016		IL-013, IL-018	IL-013, IL-015, IL-016, IL-018
5. ESTIMATED FUNDING:		16. IS APPLICATOR SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$ 497,138.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:	
Applicant	\$	DATE _____	
State	\$ 1,817,310	b. NO. ___ PROGRAM IS NOT COVERED BY E. O. 12372	
Local	\$ 471,500.00	___ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
Other	\$	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
Program Income	\$ 177,600.00	___ Yes if "Yes," attach an explanation <u>X</u> No	
TOTAL	\$ 2,963,548.00		
3. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
Type Name of Authorized Representative		b. Title	c. Telephone Number
Matt Sorensen		Chairman, McLean County Board	309-888-5110
Signature of Authorized Representative		e. Date Signed	

Exhibit B

Proposed FY2016 Budget

Note: Only enter data in highlighted cells

FINANCIAL DATA

PROPOSED

FY 2016 BUDGET

REVENUES:

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
401.01	Full Adult Fare	\$82,000	\$82,000	\$82,000	
401.02	Senior Citizen Fares	95,000	95,000	95,000	
401.03	Student Fares		0		
401.04	Child Fares	600	600	600	
401.05	Disabled Rider Fares		0		
401.06	Parking Lot Fares		0		
401.99	Other Rider Fares		0		
402.00	Special Transit Fares	311,000	311,000		311,000
403.00	School Bus Service		0		
404.00	Freight Tariffs		0		
405.00	Charter Service Revenues		0		
406.00	Auxiliary Revenues		0		
407.01	Sales of Maintenance Service		0		
407.02	Rental of Revenue Vehicles		0		
407.03	Rental of Buildings & Property		0		
407.99	Other Non-transportation Revenue		0		
408.00	Taxes Levied by Transit System		0		
409.00	Local Cash Grants	60,500	60,500		60,500
410.01	Local Disabled Fare Assistance		0		
410.02	Local Senior Fare Assistance		0		
410.03	Local Student Fare Assistance		0		
410.99	Other Local Special Fare Assistance		0		
411.00	State Cash Grants	1,817,310	1,817,310		1,817,310
412.00	State Special Fare Assistance		0		
413.00	Federal Cash Grants (Section 18)	497,138	0		
413.99	Other Federal Financial Assistance		0		
414.00	Interest Income		0		
430.01	Contributed Services - Allowable		0		
430.03	Contributed Services - Unallowable				
430.04	Contra Account for 430.03				
431.00	Contributed Cash	100,000	100,000		100,000
440.00	Subsidy From Other Sources		0		
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
(Exclude grey areas from total)		\$2,466,410	\$2,466,410	\$177,600	\$2,288,810

Revised: 2/04/15

EXPENSES:

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
LABOR:					
501.01	Operator's Salaries & Wages	\$786,795	\$786,795		\$786,795
501.02	Training Salaries & Wages		0		
501.03	Dispatcher's Salaries & Wages	33,750	33,750		33,750
501.04	Administrative Salaries & Wages	339,500	339,500	339,500	
501.99	Other Salaries & Wages	115,500	115,500		115,500
	TOTAL	\$1,275,545	\$1,275,545	\$339,500	\$936,045
FRINGE BENEFITS:					
502.01	FICA	\$84,000	\$84,000	\$27,000	\$57,000
502.02	Pensions & Long Term Disability	22,750	22,750	9,500	13,250
502.03	Health Insurance	186,962	186,962	93,481	93,481
502.04	Dental Plans	9,009	9,009	4,409	4,600
502.05	Life Insurance	7,350	7,350	2,600	4,750
502.06	Short Term Disability		0		
502.07	Unemployment Insurance	16,000	16,000	3,500	12,500
502.08	Worker's Compensation	72,000	72,000	5,000	67,000
502.09	Sick Leave		0		
502.10	Holiday		0		
502.11	Vacation	87,500	87,500	30,250	57,250
502.12	Other Paid Absence		0		
502.13	Uniform Allowance	11,375	11,375	1,125	10,250
502.99	Other Fringe Benefits	6,350	6,350	2,900	3,450
	TOTAL	\$503,296	\$503,296	\$179,765	\$323,531
SERVICES:					
503.01	Management Services		\$0		
503.02	Advertising Services	2,475	2,475	2,475	
503.03	Professional & Technical Services	51,000	51,000	51,000	
503.04	Temporary Services	14,850	14,850	6,750	8,100
503.05	Contract Maintenance	125,700	125,700	3,700	122,000
503.06	Custodial Services		0		
503.07	Security Services		0		
503.99	Other Services	26,450	26,450	1,250	25,200
	TOTAL	\$220,475	\$220,475	\$65,175	\$155,300

Revised: 2/04/15

EXPENSES:

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
MATERIALS & SUPPLIES:					
504.01	Fuel & Lubricants Consumed	\$461,768	\$461,768		\$461,768
504.02	Tires & Tubes Consumed	21,100	21,100		21,100
504.03	Inventory Purchases	85,500	85,500	\$31,000.00	54,500
504.99	Other Materials & Supplies		0		
	TOTAL	\$568,368	\$568,368	\$31,000	\$537,368
UTILITIES:					
505.02	Telephone	\$23,500	\$23,500	\$22,000	\$1,500
505.99	Other, i.e. Natural Gas, Electric, etc.	15,500	15,500	6,000	9,500
	TOTAL	\$39,000	\$39,000	\$28,000	\$11,000
CASUALTY & LIABILITY:					
506.01	Physical Damage Insurance	\$85,500	\$85,500	\$85,500	
506.03	Liability & Property Insurance	110,000	110,000	110,000	
506.04	Uninsured Settlements		0		
506.05	Provisions for Uninsured Settlements		0		
506.06	Recoveries of Settlements		0		
506.08	Other Corporate Insurance		0		
506.99	Other Insurance		0		
	TOTAL	\$195,500	\$195,500	\$195,500	\$0
TAXES:					
507.00	TOTAL	\$3,675	\$3,675		\$3,675
PURCHASED TRANSPORTATION:					
508.00	TOTAL	\$0	\$0		
MISCELLANEOUS:					
509.01	Dues & Subscriptions	\$4,300	\$4,300	\$4,300	
509.02	Travel & Meetings	10,750	10,750	10,750	
509.03	Bridge, Tunnel, & Highway Tolls		0		
509.04	Entertainment Expense				
509.05	Charitable Donations				
509.06	Fines & Penalties				
509.07	Bad Debt Expense				
509.08	Advertising/Promotion Media	18,700	18,700	18,700	
509.99	Other Miscellaneous Expense		0		
	TOTAL (Excluding Grey Areas)	\$33,750	\$33,750	\$33,750	\$0

Revised: 2/04/15

PROPOSED EXPENSES

(continued) FY 2016

MCLEAN COUNTY

Exhibit B

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
INTEREST:					
511.01	Long Term Debt Obligation		\$0		
511.02	Short Term Debt Obligation	12,500	12,500	12,500	
	TOTAL	\$12,500	\$12,500	\$12,500	\$0
LEASES & RENTALS:					
512.01	Transit Way Structures, etc.		\$0		
512.02	Passenger Stations		0		
512.03	Passenger Parking Facilities		0		
512.04	Passenger Revenue Vehicles		0		
512.05	Service Vehicles		0		
512.06	Operating Yards or Stations	84,000	84,000		84,000
512.07	Maintenance Facilities		0		
512.10	Data Processing Facilities		0		
512.11	Revenue Collection Facilities		0		
512.12	Other Administrative Facilities	27,439	27,439	27,439	
	TOTAL	\$111,439	\$111,439	\$27,439	\$84,000
DEPRECIATION & AMORTIZATION					
513.00	TOTAL				
CONTRIBUTED SERVICES					
530.00	TOTAL				
INELIGIBLE EXPENSES					
550.00	TOTAL				
DIRECT EXPENSE SUB-TOTAL		\$2,963,548	\$2,963,548	\$912,629	\$2,050,919
ICR	Indirect Cost Rate	0.00% \$0	\$0	\$0	\$0
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
(Exclude grey areas from total)					
TOTAL EXPENSES 501 - 530 & ICR		\$2,963,548	\$2,963,548	\$912,629	\$2,050,919

Please identify all anticipated Revenue Service Contracts or Procurements > \$10,000 or more to a single vendor.

<u>Vendor Contracts and Revenue Service Contracts > \$10,000</u>	<u>\$ Amount</u>
Vehicle Liability Insurance	160,500
Health Insurance	186,962
Workers Comp	72,000
Audit	18,000
Operating Sheds	46,000
	\$483,462

Revised: 2/04/15

Exhibit C

FTA Standard Certifications and Assurances

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS
(Signature pages alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).	_____
15.	Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program.	_____
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S. Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Grant Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE (Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2015, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

Exhibit D

Board Resolution

5311-DOAP Board Resolution

Number _____

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 or the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2016, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will provide all required local matching funds.

Section 3. That the Board Chair of McLean County (or in the Chair's absence or by the Chair's direction, the Vice Chair) is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 4. That the Board Chair of McLean County (or in the Chair's absence or by the Chair's direction, the Vice Chair) is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

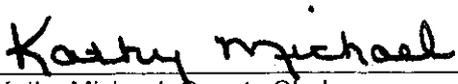
Section 5. That the Board Chair of McLean County (or in the Chair's absence or by the Chair's direction, the Vice Chair) is hereby authorized and directed to execute and file on behalf of McLean County a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2016.

Section 6. That the Board Chair of McLean County (or in the Chair's absence or by the Chair's direction, the Vice Chair) is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2016.

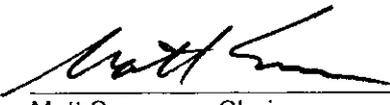
ADOPTED by the McLean County Board this _____ day of _____, 20____

ATTEST:

APPROVED:



Kathy Michael, County Clerk
McLean County, IL



Matt Sorensen, Chair
McLean County Board

Exhibit E

**SPECIAL SECTION 5333(b) WARRANTY FOR
APPLICATION TO THE
SMALL URBAN AND RURAL PROGRAM**

**Instructions for Completion of the
“Public Body Acceptance of the
Terms and Conditions of the Special Section 5333(B) Warranty for Application to the
Small Urban And Rural Program”**

1. On the Specialty Warranty, click and type in the name of the public entity grantee in paragraph A, "General Application."
2. Execute the Acceptance of the Special Warranty Certification on the next page. Attach the Warranty, with the name of the public entity named into paragraph A, as indicated.
3. Display copies of the signed Special Warranty: Please note that each grantee or operator must also post the Special Warranty where affected employees may see it.

Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, McLean County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the McLean County Board on the _____ day of _____, 2015.

Officer or Official of Applicant



Signature of Authorized Official

McLean County Board Chair

Title

Date

Exhibit G

Applicant's Certification of Intent

Applicant's Certification Of Intent

Applicant: McLean County

Address: 104 West Front Street, POB 2400

Bloomington, IL 61702-2400

Jerry Stokes
Contact Person

PCOM
Title

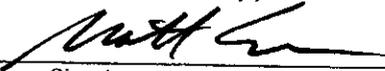
309-663-9445
Telephone

309-663-8038
Fax Number

Jerry.Stokes@mcleancountyil.gov
E-Mail Address

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Division of Public Transportation for grants under Article II and Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

Officer or Official of Applicant



Signature

BOARD CHAIRMAN

Officer or Official Title

Date

Exhibit H

Ordinance

Ordinance

ORDINANCE NUMBER _____
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MCLEAN COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Mclean County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of McLean County that:

Section 1. McLean County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of McLean shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

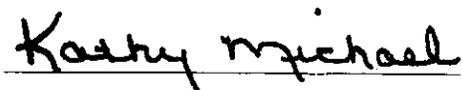
Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Board Chair of McLean County (or in the Chair's absence or by the Chair's direction, the Vice Chair) is hereby authorized and directed to execute and file on behalf of McLean County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Board Chair of McLean County (or in the Chair's absence or by the Chair's direction, the Vice Chair) is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

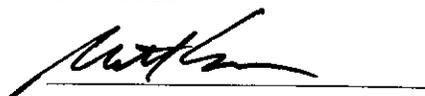
ADOPTED by the McLean County Board this _____ day of _____, 20

ATTEST:



Kathy Michael, County Clerk
McLean County, IL

APPROVED:



Matt Sorensen, Chair
McLean County Board

Exhibit I

Non-Vehicle Capital Asset Inventory

EXHIBIT 1
COMBINED SECTION 5311 / DOAP
NON-VEHICLE CAPITAL ASSET INVENTORY

Grantee	Capital Asset Use or Description	Contract Number	State Grant Number	Fed. Grant Number	Total Purchase Price	State Funds %	Fed. Funds %	Local Funds %	Date In Service /Purchase	Condition of Asset G, F, P	Date Last Inspected	Date of Disposition
McLean County	Dell computer/printer	3136	RPT-01-01-014		2,363.00				2001 June	P	09/05/08	9/6/08
McLean County	GTX Radio 867FBG0490	3114	CAP-00-731-ILL		480.00	100%		50%	2001 July	P	03/30/15	
McLean County	GTX Radio 867FBG1359	3114	CAP-00-731-ILL		480.00	100%			2001 July	P	03/30/15	
McLean County	GTX Radio 867FBG1345	3114	CAP-00-731-ILL		480.00	100%			2001 July	P	03/30/15	
McLean County	GTX Radio 867FBG0489	3114	CAP-00-731-ILL		480.00	100%			2001 July	P	03/30/15	
McLean County	GTX Radio 867FBG1307	3114	CAP-00-731-ILL		480.00	100%			2001 July	P	03/30/15	
McLean County	GTX Radio 867FBG1356	3114	CAP-00-731-ILL		480.00	100%			2001 July	P	03/30/15	
McLean County	GTX Radio 867FBL1141	3114	CAP-00-731-ILL		480.00	100%			2001 July	P	03/30/15	
McLean County	GTX Radio 867FBL1143	3114	CAP-00-731-ILL		480.00	100%			2001 July	P	03/30/15	
McLean County	GTX Radio 867FBL1144	3114	CAP-00-731-ILL		480.00	100%			2001 July	P	03/30/15	
McLean County	Gateway Computer 28047424	3212	CAP-01-778-ILL		1,759.00	100%			2002 Aug	P	08/05/08	2008 August
McLean County	Gateway Computer 28047425	3212	CAP-01-778-ILL		1,759.00	100%			2002 Aug	P	08/05/08	2008 August
McLean County	Gateway Computer 28047425	3212	CAP-01-778-ILL		1,759.00	100%			2002 Aug	P	08/05/08	2008 August
McLean County	GTX Radio 867FCL0808	3212	CAP-01-778-ILL		550.00	100%			2002 May	P	03/30/15	
McLean County	GTX Radio 867FCL0809	3212	CAP-01-778-ILL		550.00	100%			2002 May	P	03/30/15	
McLean County	GTX Radio 867FCL0811	3212	CAP-01-778-ILL		550.00	100%			2002 May	P	03/30/15	
McLean County	GTX Radio 867FCL0812	3212	CAP-01-778-ILL		550.00	100%			2002 May	P	03/30/15	
McLean County	GTX Radio 867FCL0813	3212	CAP-01-778-ILL		550.00	100%			2002 May	P	03/30/15	
McLean County	MTX Radio	3212	CAP-01-778-ILL		550.00	100%			2002 May	P	03/30/15	
McLean County	Copier 31705045	3366	CAP-03-943-ILL		665.00	100%			2002 May	P	03/30/15	
McLean County	Dell Computer				2,445.00	100%			2004 April	P	01/13/09	1/14/09
McLean County	Office desks, software upgrade				703.61				2004 Aug	P	01/13/09	1/14/09
McLean County	Wheelchairs				973.29				2004 Sept	P	03/30/15	
McLean County	Apple Computer server				5,759.00				2010 Dec	G	03/30/15	
McLean County	Apple Computer desktop (E)				1,600.00				2010 Jan	F	03/30/15	
McLean County	Apple Computer desktop (F)				1,600.00				2010 Jan	F	03/30/15	
McLean County	Motorola Radios 775CLD0518				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0520				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0528				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0530				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0532				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0533				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0535				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0536				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0539				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0540				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0542				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0543				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0544				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0546				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0547				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0548				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0549				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0550				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0551				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0552				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0553				1,846.00				2010 Mar	F	03/30/15	
McLean County	775CLD0555				1,846.00				2010 Mar	F	03/30/15	
McLean County	Snags On Orange Big Set				4,871.40				2010 Mar	F	03/30/15	
McLean County	MFG Welder				1,435.27				2010 Mar	G	03/30/15	

McLean County	Workstation (Van)	4041	CAP-11-973-ILL	3,611.44	\$ 3,399.00	94%		212.44	6%	2012 May	03/30/15	G
McLean County	CP Bar (2)	4041	CAP-11-973-ILL	399.10	\$ 379.98	94%		21.12	6%	2012 May	03/30/15	G
McLean County	Relay Circuit Tester	4041	CAP-11-973-ILL	180.81	\$ 169.99	94%		10.82	6%	2012 May	03/30/15	G
McLean County	Exhaust Vent System (2)	4041	CAP-11-973-ILL	3,523.25	\$ 3,316.00	94%		207.25	6%	2012 May	03/30/15	G
McLean County	9702 Gearwrench (2)	4041	CAP-11-973-ILL	483.85	\$ 448.88	92%		34.97	8%	2012 May	03/30/15	G
McLean County	9902 Gearwrench (2)	4041	CAP-11-973-ILL	571.16	\$ 530.08	92%		41.08	8%	2012 May	03/30/15	G
McLean County	78708 5 Pc. Prop (2)	4041	CAP-11-973-ILL	30.73	\$ 28.52	92%		2.21	8%	2012 May	03/30/15	G
McLean County	Eye Wash Sitt	4041	CAP-11-973-ILL	100.70	\$ 93.46	92%		7.24	8%	2012 May	03/30/15	G
McLean County	Gross Slide Drill Press V.	4041	CAP-11-973-ILL	460.70	\$ 427.55	92%		33.14	8%	2012 June	03/30/15	G
McLean County	Quick Find 1/2 Std (2)	4041	CAP-11-973-ILL	615.19	\$ 579.00	94%		36.19	6%	2012 May	03/30/15	G
McLean County	Quick Find 1/2 Metric (2)	4041	CAP-11-973-ILL	46.73	\$ 43.98	94%		2.75	6%	2012 June	03/30/15	G
McLean County	Quick Find 3/8 Std (2)	4041	CAP-11-973-ILL	37.36	\$ 35.18	94%		2.18	6%	2012 June	03/30/15	G
McLean County	Quick Find 3/8 Metric (2)	4041	CAP-11-973-ILL	39.72	\$ 37.38	94%		2.34	6%	2012 June	03/30/15	G
McLean County	Metric Deep S (2)	4041	CAP-11-973-ILL	485.50	\$ 462.00	95%		23.50	7%	2012 June	03/30/15	G
McLean County	S/Hex Set (2)	4041	CAP-11-973-ILL	368.94	\$ 344.00	93%		24.94	7%	2012 June	03/30/15	G
McLean County	72 Tooth Set (2)	4041	CAP-11-973-ILL	220.83	\$ 205.90	93%		14.93	7%	2012 June	03/30/15	G
McLean County	1/4 Round Head Ratch (2)	4041	CAP-11-973-ILL	139.32	\$ 128.90	93%		9.42	7%	2012 June	03/30/15	G
McLean County	Wobble Plus Extension (2)	4041	CAP-11-973-ILL	284.26	\$ 246.40	86%		17.86	7%	2012 June	03/30/15	G
McLean County	72 Tooth Slightly Long (2)	4041	CAP-11-973-ILL	186.51	\$ 173.90	93%		12.61	7%	2012 June	03/30/15	G
McLean County	Long SRT Grip (2)	4041	CAP-11-973-ILL	356.11	\$ 333.90	93%		22.21	7%	2012 June	03/30/15	G
McLean County	Cool System Tester	4041	CAP-11-973-ILL	529.82	\$ 498.47	94%		31.35	8%	2012 June	03/30/15	G
McLean County	10 Way Starwmer Hammer	4041	CAP-11-973-ILL	371.88	\$ 350.00	94%		21.88	6%	2012 June	03/30/15	G
McLean County	1/2 Composit Impact	4041	CAP-11-973-ILL	446.24	\$ 419.99	94%		26.25	6%	2012 June	03/30/15	G
McLean County	Tap Die Set	4041	CAP-11-973-ILL	396.05	\$ 359.95	93%		26.10	7%	2012 June	03/30/15	G
McLean County	Master Ext. Set (2)	4041	CAP-11-973-ILL	643.39	\$ 599.90	93%		43.49	7%	2012 June	03/30/15	G
McLean County	60 Tooth Long Handle (2)	4041	CAP-11-973-ILL	231.55	\$ 215.90	93%		15.65	7%	2012 June	03/30/15	G
McLean County	Royal Blue Tool Chest	4041	CAP-11-973-ILL	4,525.85	\$ 4,220.00	93%		305.85	7%	2012 June	03/30/15	G
McLean County	1/2 Composit Impact	4041	CAP-11-973-ILL	462.18	\$ 434.99	94%		27.19	6%	2012 June	03/30/15	G
McLean County	Diag Computer (2)	4041	CAP-11-973-ILL	18,174.02	\$ 17,104.96	94%		1,069.06	6%	2012 June	03/30/15	G
McLean County	End LR (2)	4041	CAP-11-973-ILL	6,896.26	\$ 6,584.97	92%		311.29	8%	2012 June	03/30/15	G
McLean County	Identifiers (2)	4041	CAP-11-973-ILL	4,310.00	\$ 4,000.00	92%		310.00	8%	2012 June	03/30/15	G
SUPPORT VEHICLES:												
SHOW BUS	Ford Mini Van 1FTNE2427HC33481	4041	CAP-11-973-ILL	9,448.00	\$ 8,500.00	90%		250.00	100%	2009 Dec	03/30/15	P
McLean County	Ford Econoline 1FT8S34P96HB15733							948.00	10%	2012 Feb	03/30/15	G
SHOW BUS	Ford Econoline 1FTNE24L63HA45800							500.00	100%	2012 July	03/30/15	P
FACILITIES:												
DISPOSITION:												
McLean County	Dell Computer/Printer	3138	RPT-01-014	2,263.00	\$ 1,131.50	50%	\$ 1,131.50	50%	2011 June	2001 June	09/05/06	P
McLean County	Gateway Computer 28047424	3212	CAP-01-776-ILL	1,759.00	\$ 1,759.00	100%				2002 Aug	09/05/08	P
McLean County	Gateway Computer 28047425	3212	CAP-01-776-ILL	1,759.00	\$ 1,759.00	100%				2002 Aug	09/05/08	P
McLean County	Copier 31705055	3366	CAP-03-843-ILL	2,445.00	\$ 2,445.00	100%				2005 April	01/13/09	P
McLean County	Dell Computer	Sale of Veh		1,671.00	Sale of veh					2004 Aug	01/13/09	P

Exhibit J

Vehicle Asset Inventory

EXHIBIT J
COMBINED SECTION 5311 / DOWNSTATE DOAP
VEHICLE INVENTORY SUMMARY

VEH. STATUS GOI ACTIVE
VEH. CONDITION CODE EXCELLENT
GOOD FAIR POOR INOPERABLE

OUT OF SERVICE
RESERVE
REPLACED
DISPOSED

VEH. VIN	TITLE HOLDER OWNER	OPERATOR	BUS FLEET #	CHASSIS YEAR	CHASSIS MANUF.	VEHICLE TYPE SEATING CAPACITY	VEH LENGTH	STATE GRANT NUMBER	FED GRANT NUMBER	ACQUISITION COST	Dollars OF FEDERAL PARTICIPATION	DATE IN SERVICE/ PURCHASE	FTA ELIGIBLE REPLACE DATE	CURRENT MILEAGE	CURRENT VEH CONDITION	DATE OF LAST IDOT INSPECTION
1FDXK45FVHC1202	McLean County	SHOW BUS	15	86	Ford	Medium Duty14	23.3'	CAP-08-816		\$ 5,197.00	\$ -	12/14/98	1999	216,899	POOR	03/31/15
1FDXK45FVHC1202	McLean County	SHOW BUS	19	2000	Ford	Medium Duty14	23.3'	CAP-00-899-ALL		\$ 54,698.00	\$ -	1/10/00	2000	193,911	INOP	03/31/15
1FDXK45FVHC1227	McLean County	SHOW BUS	20	2000	Ford	Medium Duty14	23.3'	CAP-00-899-ALL		\$ 54,698.00	\$ -	1/12/00	2000	193,911	INOP	03/31/15
1FDXK45FVHC1403	McLean County	SHOW BUS	24	2000	Ford	Medium Duty14	23.3'	CAP-00-899-ALL		\$ 54,404.53	\$ 43,523.63	02/20/04	2004	261,274	FAIR	03/31/15
1FDXK45FVHC1405	McLean County	SHOW BUS	25	2003	Ford	Light Duty11	20'	CAP-00-899-ALL		\$ 49,619.83	\$ 36,495.86	02/20/04	2004	197,911	FAIR	03/31/15
1FDXK45FVHC1782	Meadowdale/SHOW BUS	SHOW BUS	26	2003	Ford	Medium Duty14	23.3'	194 CVP		in excess of 10M	closed agency	06/20/04	2004	230,543	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	27	2005	Ford	Medium Duty14	23.3'	CAP-04-878-CVP		\$ 56,435.00	\$ 56,435.00	1/10/05	2005	218,285	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	28	2005	Ford	Medium Duty14	23.3'	CAP-04-878-CVP		\$ 56,435.00	\$ 56,435.00	1/10/05	2005	196,906	INOP	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	29	2005	Chevrolet	Medium Duty14	16.5'	CAP-04-878-CVP		\$ 56,435.00	\$ 56,435.00	1/10/05	2005	196,906	INOP	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	30	1999	Ford	Medium Duty14	23.3'					1/10/05	2005	87,635	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	31	2003	International	Super Medium Duty22	27'					1/10/05	2005	104,783	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	32	2002	International	Super Medium Duty22	27'					1/10/05	2005	160,668	INOP	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	33	1986	Blue Bird	Super Medium Duty22	27'					04/18/08	2008	174,726	INOP	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	34	2008	Ford	Light Duty12	20'	CAP-07-899-CVP		\$ 48,886.00	\$ 48,886.00	04/18/08	2008	140,557	INOP	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	35	2008	Ford	Light Duty12	20'	CAP-07-899-CVP		\$ 46,856.00	\$ 46,856.00	04/18/08	2008	193,529	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	36	2008	Ford	Medium Duty14	23.3'	CAP-07-878-CVP		\$ 48,856.00	\$ 48,856.00	05/20/08	2008	198,429	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	37	2008	Ford	Medium Duty14	23.3'	CAP-07-878-CVP		\$ 58,551.00	\$ 58,551.00	12/04/08	2008	234,380	GOOD	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	38	2008	Ford	Medium Duty14	23.3'	CAP-07-878-CVP		\$ 62,733.00	\$ 62,733.00	12/04/08	2008	143,423	GOOD	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	39	2002	Ford	Medium Duty14	23.3'	CAP-07-878-CVP		\$ 82,733.00	\$ 82,733.00	12/04/08	2008	172,989	INOP	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	40	2005	Ford	Medium Duty14	23.3'					10/26/09	2009	175,182	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	41	2002	Ford	Medium Duty14	23.3'					10/26/09	2009	211,232	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	43	2003	Ford	Light Duty12	20'	CAP-04-878-CVP		\$ 50,944.00	\$ 50,944.00	10/26/09	2009	202,582	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	45	2008	Chevrolet	Super Medium Duty22	28'					10/26/09	2009	187,481	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	50	2004	Ford	Medium Duty15	23.3'					12/03/09	2009	134,860	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	51	2004	Ford	Medium Duty15	23.3'					01/03/11	2011	102,272	INOP	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	52	1999	International	Super Medium Duty25	30					01/03/11	2011	142,391	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	53	2000	Ford	Super Medium Duty25	30					09/24/11	2011	146,459	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	54	2002	International	Super Medium Duty25	33					07/07/11	2011	187,253	INOP	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	55	2004	Ford	Medium Duty15	23					7/22/2011	2011	144,975	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	56	2004	Ford	Medium Duty15	23					11/14/2011	2011	110,462	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	57	2004	Ford	Medium Duty15	23					12/28/2011	2011	110,045	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	58	2004	Ford	Light Duty11	20					1/11/2012	2012	138,489	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	59	2012	Ford	Super Medium Duty28	33	CAP-12-899-FED		\$ 7,703.13	\$ -	8/11/2012	2012	134,168	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	60	2012	Ford	Super Medium Duty28	33	CAP-12-899-FED		\$ 97,999.00	\$ 97,999.00	8/11/2012	2012	57,682	EXCELLENT	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	61	2012	Ford	Super Medium Duty28	33	CAP-12-899-FED		\$ 97,999.00	\$ 97,999.00	10/15/2012	2012	85,314	EXCELLENT	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	62	2014	Ford	Super Medium Duty28	33	CAP-12-899-FED		\$ 97,999.00	\$ 97,999.00	10/15/12	2012	68,639	EXCELLENT	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	63	2014	Ford	Super Medium Duty28	33	CAP-13-1022-CVP		\$ 54,435.00	\$ 54,435.00	06/19/14	2014	22,919	EXCELLENT	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	64	2014	Ford	Medium Duty14	23	CAP-14-1022-CVP		\$ 54,435.00	\$ 54,435.00	06/19/14	2014	26,513	EXCELLENT	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	65	2013	Ford	Super Medium Duty28	33	CAP-14-1022-CVP		\$ 88,967.00	\$ 88,967.00	06/25/14	2014	14,975	EXCELLENT	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	66	2014	Ford	Medium Duty14	23	CAP-13-1020		\$ 88,967.00	\$ 88,967.00	06/25/14	2014	15,438	EXCELLENT	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	67	2000	Ford	Medium Duty14	23					08/01/14	2014	20,937	EXCELLENT	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	47	2009	Chevrolet	Super Medium Duty22	29'					08/01/14	2014	145,338	FAIR	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	48	2009	Ford	Medium Duty14	23.3'	CAP-04-878-FED		\$ 82,915.00	\$ 82,915.00	12/10/09	2009	111,258	GOOD	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	49	2009	Ford	Medium Duty14	23.3'	CAP-04-878-FED		\$ 84,904.00	\$ 84,904.00	04/07/10	2010	127,389	GOOD	03/31/15
1FDXK45FVHC1782	McLean County	SHOW BUS	42	2009	Ford	Medium Duty14	23.3'	CAP-04-878-CVP		\$ 84,904.00	\$ 84,904.00	09/25/09	2009	131,163	GOOD	03/31/15
All Vehicles Funded with Federal Sec. 5309 funds and awarded under State of Illinois grant contract.																
1FDXK45FVHC1782	McLean County	SHOW BUS	17	81	Ford	Raised roof rear10	20'	CAP-92-401-ILL		\$ 55,597.00	\$ -	12/01/84	1983	50,000	SOLD	07/21/84
1FDXK45FVHC1782	McLean County	SHOW BUS	11	81	Ford	Heavy Duty22	23.3'	CAP-92-401-ILL		\$ 55,597.00	\$ -	06/20	1983	50,000	SOLD	07/21/84
1FDXK45FVHC1782	McLean County	SHOW BUS	14	87	Ford	Medium Duty14	23.3'	CAP-92-401-ILL		\$ 44,355.00	\$ 42,126.00	07/87	1987	50,000	SOLD	07/21/84
1FDXK45FVHC1782	McLean County	SHOW BUS	21	2000	Ford	Light Duty11	20'	CAP-02-791-CVP		\$ 44,355.00	\$ 42,126.00	12/02	2002	106,465	INOP	12/01/11
1FDXK45FVHC1782	McLean County	SHOW BUS	4	86	Dodge	Raised roof rear10	20'	CAP-98-515		\$ 33,233.00	\$ 28,936.50	10/17/98	1998	121,498	INOP	12/01/11
1FDXK45FVHC1782	McLean County	SHOW BUS	16	89	Dodge	Raised roof rear10	20'	CAP-98-515		\$ 35,817.00	\$ -	12/14/98	1998	176,473	INOP	12/01/11
1FDXK45FVHC1782	McLean County	SHOW BUS	17	2000	Dodge	Raised roof rear10	20'	ECMA/LOCAL		\$ 45,000.00	\$ -	07/10/00	2000	141,872	INOP	12/01/11
1FDXK45FVHC1782	McLean County	SHOW BUS	18	2000	Dodge	Raised roof rear10	20'	CAP-00-899-ALL		\$ 37,694.00	\$ -	07/20/00	2000	108,189	INOP	12/01/11
1FDXK45FVHC1782	McLean County	SHOW BUS	22	2002	Ford	Medium Duty14	23.3'	CAP-04-878-ILL		\$ 52,561.00	\$ 42,049.00	01/24/03	2003	108,189	INOP	12/01/11
1FDXK45FVHC1782	McLean County	SHOW BUS	23	2002	Ford	Medium Duty14	23.3'	CAP-04-878-ILL		\$ 52,561.00	\$ 42,049.00	01/24/03	2003	108,189	INOP	12/01/11
1FDXK45FVHC1782	McLean County	SHOW BUS	46	2009	Chevrolet	Super Medium Duty22	29'	CAP-04-878-FED		\$ 82,915.00	\$ 82,915.00	12/10/09	2009	88,813	INOP	10/22/14

Exhibit K

Year End NTD Operating Data Report for FY2016

Year End NTD Operating Data Report for FY2016

Deadline August 1, 2016

NOTE: Section 5311 Data Only

Do Not Include 5316 (JARC) or 5317 (New Freedom)

Provider Information

Provider name	
Provider acronym	
Mailing address line 1	
Mailing address line 2	
City	
State	
Zip Code	
County	
Contact Person	
Phone	

Type of Service Operated (check all that apply)

Fixed route	<input type="checkbox"/>
Deviated fixed route	<input type="checkbox"/>
Demand Response	<input type="checkbox"/>
Subscription	<input type="checkbox"/>
Vanpool	<input type="checkbox"/>
Other	<input type="checkbox"/>

Service Area

Municipal	<input type="checkbox"/>
County	<input type="checkbox"/>
Multi-County	<input type="checkbox"/>

Vehicles

Number active vehicles in fleet	
Number ADA accessible vehicles in fleet	

NOTE: LIST EACH VEHICLE SEPARATELY.

If your agency has 5 or less vehicles, you can list the vehicles on the attached page.

If your agency has 6 or more vehicles, you can attach a copy of your **Exhibit J** from your most recent **SECTION 5311 NON METRO PUBLIC TRANSPORTATION OPERATING ASSISTANCE APPLICATION**. However, the Exhibit J must be modified by your agency to include the following 3 elements: (1) Vehicle Length; (2) Seating Capacity; (3) Year of Purchase/Date in Service. The FTA requires the Department to report on this information for the National Transit Database.

Grantee Name: _____

Year End NTD Operating Data Report

	Vehicle Type	Bus Fleet No.	Vehicle Length	Seating Capacity	Year Manufctrd
1.					
2.					
3.					
4.					
5.					

Annual Operating and Administrative Expenses

\$ _____

Operating Revenue

Fare revenue	\$ _____
Contract revenue	\$ _____
Federal operating assistance (5311)	\$ _____
State operating assistance (DOAP)	\$ _____
Local operating assistance	\$ _____
Total Annual Operating Revenues	\$ _____

Annual Capital Costs (Vehicles, Maintenance Facilities, Equipment)

\$ _____

Sources of Capital Funds (5311, ARRA, 5309, Local, etc.)

Federal capital assistance	\$ _____
State capital assistance	\$ _____
Local capital assistance	\$ _____
Total Capital Funds	\$ _____

Service Data

Annual vehicle miles (excluding deadhead)	_____
Annual vehicle hours (excluding deadhead)	_____
Annual passenger trips	_____

Volunteer Resources (check all that apply)

Volunteer drivers	<input type="checkbox"/>	Describe	_____
Personal vehicle in service	<input type="checkbox"/>	Describe	_____

Grantee Name: _____

Year End NTD Operating Data Report

Safety

Fatalities	
Major incidents	
Injuries	

NOTE: A reportable incident is any occurrence that results in one or more of the following;

- One or more fatalities
- One or more injuries resulting in immediate medical transit away from the scene
- Total property damage in excess of \$25,000

Exhibit L

FY2016 Local Match Survey (Electronic versions – see separate file.
This is form for future use and is due on 08/01/2016)

Exhibit M

FY2016 5311 Pay Request.

This form is for future use and cannot be processed until the grantee's contract has been both fully executed by the Department and obligated by the State Comptroller.

Exhibit N

PCOM-QUARTERLY REPORT TEMPLATE

This form is for future use and is required quarterly, independent of the date of the grantee's fully executed grant agreement.

Exhibit O

PCOM-QUARTERLY and ANNUAL PUBLIC TRANSIT ACCOUNT REPORT TEMPLATE

**This form is for future use and is required quarterly, independent
of the date of the grantee's fully executed grant agreement.
THE FINAL REPORT IS DUE AT THE END OF THE FISCAL
YEAR ON AUGUST 1, 2016**

Exhibit P

**SUPPLEMENTAL ANNUAL AUDIT REPORT FOR JARC
AND NEW FREEDOM GRANTS**

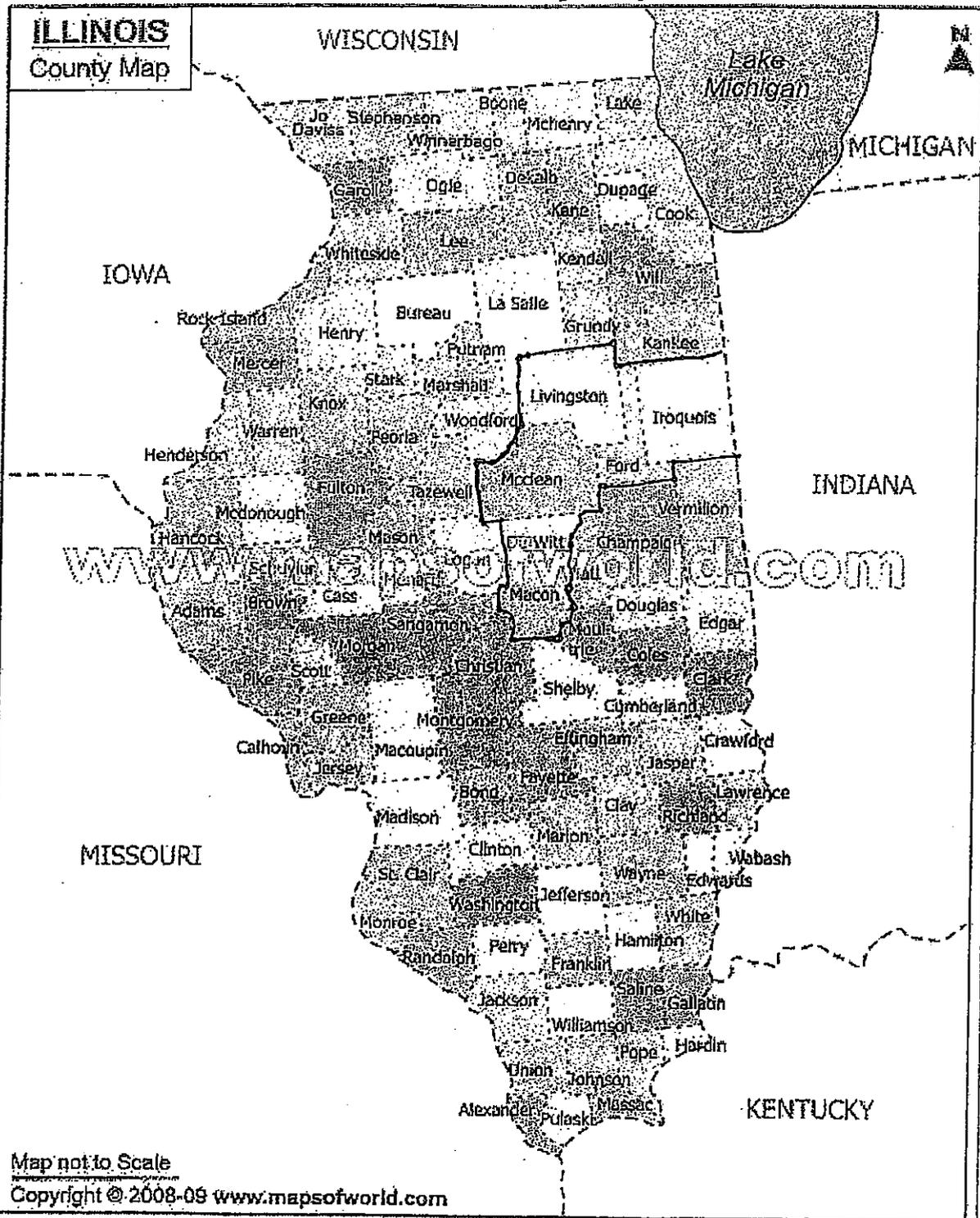
**This form may be obtained from the Department by contacting
the JARC Program Manager directly.**

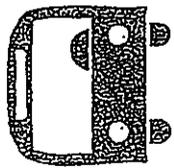
Attachment I

Service Area Maps and Other Materials that Describe the Project

Illinois County Map

ILLINOIS
County Map





SHOW BUS

WHAT IS SHOW BUS?

It is public transportation available to residents of rural DeWitt, Ford, Iroquois, Kankakee, Livingston, Macon and McLean Counties.

WHO CAN RIDE?

EVERYONE can ride. Persons of all ages and income levels may ride. All buses are equipped with lifts for easy wheelchair access.

WHERE ARE PASSENGERS

PICKED UP?

Pick ups are made at central community locations as well as private residences.

WHAT TIME IS PICK UP?

Please see inside for times.

CAN THERE BE MORE THAN

ONE STOP?

Persons riding on scheduled days can request more than one stop in the destination city. There is no additional charge for this service.

HOW CAN RIDES BE ARRANGED?

Requests for scheduled days service must be made by 9:00 a.m. on the weekday before the day of service.

To make a reservation, call:
1-800-525-2454 (toll free)

ROUND TRIP FARES:

For scheduled days within county: \$ 5.00

For scheduled days outside county: \$ 7.00

For Children ages 12 and under:
Half Price

These are suggested donations for persons 60 years of age and over.

For Special Service, call the office for prices. 1-800-525-2454.



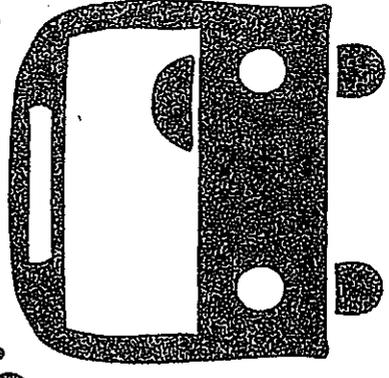
SHOW BUS

This brochure is available in other formats upon request

www.SHOWBUSonline.org

Brochures for the other five counties are in the full application.

SHOW BUS



Public Transportation
1-800-525-2454

This service is made available in De Ford, Iroquois, Livingston, Macon McLean Counties by funding through Illinois Department of Transportation 5310, 5311, 5316 & 5317 of the Fe Transit Act, as amended), the Down Operating Assistance Program and following: East Central Illinois Area Ag on Aging, United Way and comm funds, units of local government, chur civic groups, businesses, individuals passenger donations, fees and contrac

MCLEAN COUNTY

www.SHOWBUSonline.org

MCLEAN COUNTY

SCHEDULED DAYS

Unless otherwise noted, the destination for the service listed below is Bloomington/Normal. Buses arrive by 10:30 & leave for return trip between 2:30 & 3:15.

MONDAY

9:20 Weston
9:30 Chenoa
9:45 Lexington
10:00 Towanda

TUESDAY

9:00 Saybrook
9:10 Bellflower
9:30 LeRoy
10:00 Downs

WEDNESDAY

9:30 Chenoa
9:45 Lexington
10:00 Towanda

THURSDAY (route 1)

9:20 Gridley
9:50 Hudson

THURSDAY (route 2)

9:00 Cropsey
9:10 Anchor
9:20 Colfax / Arrowsmith
9:45 Cocks ville / Ellsworth

FRIDAY (route 1)

9:30 Chenoa
9:45 Lexington
10:00 Towanda

FRIDAY (route 2) 1st, 3rd & 5th Fridays

9:00 Carlock
9:15 Danvers
9:30 Stanford
10:00 Shirley

FRIDAY (route 3) 2nd & 4th Fridays

8:55 Shirley
9:10 McLean
9:30 Heyworth

Other McLean Routes

- Daily service along Route 24 from Piper City to Pontiac
- Daily McLean County Circulator

For information, to request brochures or to make a reservation, call the office.

Do you have a medical transportation need that cannot be accommodated through the scheduled days services, or do you require special assistance to ride the bus? Please telephone the **SHOW BUS** office and ask about Special Service and our new voucher program! **SHOW BUS** accepts Medicaid and insurance billings. And persons wanting a ride to or from ANY community or area in McLean County NOT listed should call the office as well.

SHOW BUS provides door to door service as needed. While drivers will assist passengers to the bus, they are not allowed to assist passengers with mobility devices up and down stairs or up and down non standard ramps.

All vehicles are equipped with lifts or ramps that accommodate common wheelchairs and weights up to 600 lbs. Lift chairs are provided for ambulatory passengers who wish to use the lift.

Drivers will assist with grocery sized packages and will provide assistance needed with seat-belts. Use of seat-belts and the safety railing in the vehicles strongly encouraged.

Title VI Policy: **SHOW BUS** is a federal assisted program to provide public transportation to any individual. **SHOW BUS** does not discriminate on the grounds of race, color, national origin, sex, age, disability; none will be excluded from participation in, be denied the benefit or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. If you feel you have been discriminated against, contact the **SHOW BUS** Director, Laura Dick, at 309-747-2454 to file a complaint.



SHOW BUS

Attachment II

**Copies of Minutes, Letters, RFPs, and Other
Documentation that Describe the Applicant's Efforts to
Involve the Private Sector in the Project.**



McLean County

HIGHWAY DEPARTMENT
Eric S. Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S. Towanda Barnes Road,
Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

May 12, 2015

Beyer Twin City Cab & Circle City Cab
1001 West Washington St.
Bloomington, IL 61701

RE: Rural Public Transportation in McLean, Livingston, Ford, DeWitt, Macon, & Iroquois Counties

Dear Transportation Provider:

Please contact me by June 2, 2015 if you are interested in providing rural public transportation in McLean, Livingston, Ford, DeWitt, Macon, & Iroquois Counties. McLean County applies annually to the Illinois Department of Transportation (IDOT) on behalf of the five above named counties for Section 5311 Federal Transit funding to help fund rural public transportation. These funds have been received since 1988 to operate rural public transportation in McLean, Livingston, Ford, Iroquois, Macon, and DeWitt County.

SHOW BUS is currently the provider of this service. SHOW BUS offers public transportation in the five county area Monday through Friday and partial service on Saturdays. Service is open to wheelchair passengers as well as to those who are ambulatory.

According to Section 5311 requirements, private transportation providers in the five county area need to be informed about this service and asked if they are interested in participating in a contract for service arising from a funding agreement under the Section 5311 Rural Public Transportation Funding Assistance Program. Any provider would need to deliver all of the transportation obligations under the terms of the contract with IDOT for the five county area.

Please call me at (309) 663-9445 if I can be of further assistance.

Sincerely,



Jerry Stokes, P.E.
Assistant County Engineer

Providers List for 2016 Application

Beyer Twin City Cab & Circle City Cab
1001 West Washington Street
Bloomington, IL 61701

The ARC
700 E. Elm Street
Watseka, IL 60970

Bloomington Yellow and Checker Cab Inc.
1001 W Washington St.
Bloomington, IL 61701

Bee Express Taxi Cab
1720 N Aurora St
Pontiac, IL 61764

Dehm Bus Service
8 N. 3rd
Chatsworth, IL 60921

Volunteer Services of Iroquois County
1001 E. Grant Street
Watseka, IL 60970

A-1 Taxi
539 E Eldorado St.
Decatur, IL 62523

St. Mary's Hospital
111 East Spring Street
Streator, IL 61364

Wilken Bus Service
1565 N 600 E Road
Onarga, IL 60955

Willow Estates Cooperative, Inc.
RR 1 Box W-27
Beaverville, IL 60912

Red Top Cab
208 East Locust Street
Bloomington, IL 61701

Elegant Limousines / Bloomington Charter
501 N Main Street
Bloomington, IL 61701

Good Times Taxi
901 W Water Street
Pontiac, IL 61764

Dave Wenger Transportation
45 W Country Aire Drive
Forrest, IL 61741

First Student
555 S Dirksen Parkway
Springfield, IL 62703

Blue Nite Limo
210 Greenwood Avenue
Bloomington, IL 61704

L&M Limo
509 Smith Lane
Dwight, IL 60420

Gerdes Transportation
511 E Locust Street
Chatsworth, IL 60921

RE Moore & Company
2713 Foxridge Run
Bloomington, IL 61704

YWCA Transportation
1201 N Hershey Road
Bloomington, IL 61704

Grand Prairie Transit
18962 Airport Road
Lockport, IL 60441

Futures Unlimited
210 E. Torrance Avenue
Pontiac, IL 61764

Bloomington Normal Public Transportation
351 Wylie Drive
Normal, IL 61761

Big Larry Cab & Limo
609 E Court Street
Kankakee, IL 60901

Bloomington-Normal Shuttle
208 N Morris Ave
Bloomington, IL 61701

All About You Limo
9450 S State Route 47,
Dwight, IL 60420

Decatur City Taxi & Delivery Inc.
411 William St.
Decatur, IL 62523

Attachment III

Organizational Charts for Each Operator

SHOW BUS ORGANIZATIONAL CHART

SHOW BUS NFP

SHOW BUS Board

SHOW BUS Director/President

Advisory Council

Asst. Director

Office Mgr/Bookkeeper

Dispatch

Drivers

Maintenance Volunteers

Secretarial

Attachment IV

Indirect Cost Rate Proposals

Not applicable

Attachment V

**Copy of Audit for Most Recent Year Corresponding to
the Data Used in the Indirect Cost Rate Proposal
(Only Projects that Submit Indirect Cost Proposal)**

Not applicable

Attachment VI

Certified Copy of Public Notice for Public Hearing in Support of This Application

Attachment VII

Copy of Minutes of Public Hearing in Support of this Application

Attachment VIII

**DOWNSTATE FISCAL YEAR 2016 STATE OF ILLINOIS
OPERATING ASSISTANCE APPLICATION SECTION**

**FY2016 DOWNSTATE OPERATING ASSISTANCE
APPLICATION FOR AGENCIES APPLYING FOR BOTH
DOWNSTATE OPERATING ASSISTANCE and
SECTION 5311 NON-METRO OPEARATING ASSISTANCE
(Page 1 of 2)**

To reduce duplicative or unnecessary application requirements, the FY2016 Downstate Operating Assistance application, for those participants that will also receive FY2016 Section 5311 Non-Metro (5311) Operating Assistance, has been combined with and incorporated into the 5311 application as Attachment VI. Therefore, participants applying for operating assistance under both programs need only submit the FY2016 5311 application that includes Attachment VI in order to apply for funding under both programs.

NOTE: The FY2016 5311 application is due on **Wednesday, April 1, 2015**.

Below are the forms comprising Attachment VIII:

Attachments - Seven (7) forms which must be completed as part of your application:

	<u>Page No.</u>
Form OP-1 <u>Cover Letter</u> requesting State operating assistance;	2
Form OP-2 Description of Applicant's Organization;	3
Form OP-3 Summary of Totals for Revenues and Expenses;	4
Form 501 Operating Labor Summary;	5, 6
Form OP-5 Financial Data And Revenue And Expense (with 5311 Exhibit B);	5311 Application
Form OP-6B/6C Vehicle Use and Passengers; and	9
Form OP-7 Purchase of Service Contracts.	10, 11

Attachments - Seven (7) forms FOR FUTURE USE:

Form OP8 Notification of Service Change;	12, 13
Form OP9 FY16 Year End Operating Data Report due on or before August 1, 2016;	16, 17
Form OP-10A Request for Payment;	
Form OP-10B Estimated Quarterly Financial Report;	
Form OP10C Actual Quarterly Financial Report;	
Form OP-10D Request for Payment Reconciliation; and	
Audit Schedule The Schedule of Revenue and Expense for inclusion in your agency's FY2016 independent audit/financial statements.	

Year End NTD Operating Data Report for FY2015 due on August 1, 2016. (Copy in FY16 Application)
FY15 Local Match Assessment Survey due on August 1, 2016.

No legal Opinion or Board Resolution is required in connection with this Attachment VIII (DOAP Application) of the application; they will be required, however, for the execution of the Downstate Operating Assistance Grant contract.

Note that grant payments may be made only after the Department has reviewed and approved the application and a grant contract has been executed.

Should any questions arise regarding this application, please contact your Project Manager:

Sol Rivas at (312) 7933663 Jeff Waxman at (312)793-5232

Russ Flinchum at (312)793-3513 Melanie Turner (217) 782-4981

Please submit one (1) original completed application to your area's Section Chief or Program Manager:

ILLINOIS DEPARTMENT OF TRANSPORTATION	ILLINOIS DEPARTMENT OF TRANSPORTATION
Division of Public & Intermodal Transportation	Division of Public & Intermodal Transportation
Ms. Melanie Turner, Program Manager	Ms. Karen Strell, Section Chief
2300 S. Dirksen Parkway, Room 311	100 West Randolph Street, Suite 6-600
Springfield, IL 62764	Chicago, IL 60601

Revised 2/04/15

APPLICATION FOR AGENCIES APPLYING FOR BOTH
DOWNSTATE OPERATING ASSISTANCE and
SECTION 5311 NON-METRO OPERATING ASSISTANCE
(Page 2 of 2)

Please use the schedule below when submitting payment requests and filing actual revenue and expense reports for both programs. Because actual revenue and expense under the Downstate Public Transportation Act must be filed by the dates below, so must the 5311 quarterly reimbursement requests.

DOWNSTATE & 5311 NON-METRO
ACTUAL QUARTERLY FINANCIAL REPORT SCHEDULE

<u>FY2016: PERIOD COVERED BY THIS REPORT</u>	<u>TO BE FILED NO LATER THAN</u>
Actual 1st Quarter - July 1 thru Sept. 30	October 31
Actual 2nd Quarter - Oct. 1 thru Dec. 31	January 31
Actual 3rd Quarter - Jan. 1 thru March 31	April 30
Actual 4th Quarter - Apr. 1 thru June 30	July 31

DOWNSTATE
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPLICATION FORM OP-1
COVER LETTER

FOR IDOT OFFICE USE ONLY

Grant Applic. Number _____ Expenses _____
Date Received _____ Revenues _____
Appropriation _____ Deficit _____
65% of Expenses _____

Application for operating assistance grants under Article II of the Downstate Public Transportation Act (30 ILCS 740/1-1 et seq.) for costs incurred during the period July 1, 2015 through June 30, 2016 (FY2016).

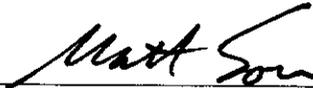
APPLICANT'S NAME: McLean County

STREET ADDRESS: 104 West Front Street, POB 2400

Bloomington, IL 61702-2400 309-888-5110
CITY STATE ZIP CODE TELEPHONE NUMBER

The applicant hereby applies to the State of Illinois through the Division of Public & Intermodal Transportation for grants under Article II of the Downstate Public Transportation Act (30 ILCS 740/1-1 et seq.).

I hereby certify that I have reviewed this Application including all attached exhibits and information, and have found it to be true and correct.



Signature (same as #1 on Form OP-2)

Chair, McLean County Board
Title (same as #1 on Form OP-2)

Date

SUMMARY OF TOTALS FOR REVENUES AND EXPENSES

Total Eligible Expense reported on 5311 Exhibit B (Column A, pg. 9 of OP-5 Tab)	<u>\$2,963,548(a)</u>
Total Eligible Revenue reported on 5311 Exhibit B (Column A, pg. 7 of OP-5 Tab)	<u>\$177,600(b)</u>
Section 5311 Funding requested in 5311 Application	<u>\$497,138(c)</u>
Downstate Operating Assistance Deficit (a) – (b)	<u>\$2,288,810(d)</u>
65% of Eligible Operating Expenses	<u>\$1,926,306.20(e)</u>
Downstate Operating Assistance requested (lesser of (d) or (e))	<u>\$1,817,310 (Limit of Grant)</u>

I hereby certify that the total operating revenues and expenses reported in this Form are estimated to be incurred in the provision of public transportation services within the State of Illinois during FISCAL YEAR 2016. Expenses determined to be ineligible under such regulations for State Operating Assistance have been deducted as ineligible expenses.

Prepared by: _____

Certified by: _____
(same as #3 on Form OP-2)

Date: _____

[To Be Submitted on Accrual Method of Accounting]

The amounts shown for each line item total in FORM 501 OPERATING LABOR SUMMARY must agree with the corresponding line item in Form OP-5 and line item 501 in the 5311 Exhibit B (5311 Budget).

501 Labor

.01 Operator's Salaries and Wages

Are your operators unionized? YES [] NO [x]

If Yes, give expiration date contract _____

NOTE: PLEASE ATTACH COPY OF MOST RECENT LABOR CONTRACT.

IF THE MOST RECENT CONTRACT IS ON FILE, PLEASE CHECK BOX []

	Number of Operators	FULL TIME Average Hourly Wage	Annual Total Wages
Est. FY 2016	<u>18</u>	<u>12.60</u>	<u>(1)450,000</u>

	Number of Operators	PART TIME Average Hourly Wage	Annual Total Wages
Est. FY 2016	<u>18</u>	<u>12.60</u>	<u>(2)261,795</u>

Est. FY 2016	<u>Operators' overtime</u>		<u>(3)75,000</u>
--------------	----------------------------	--	------------------

	CATEGORY TOTAL 501.01	<u>786,795</u> (Add 1, 2 & 3)
--	-----------------------	----------------------------------

FORM 501 OPERATING LABOR SUMMARY
(Page 2 of 2)

.02 Other Salaries and Wages:

<u>Job Title</u>	<u>No. of Employees in this Position (Stated in FTE)</u>	<u>Estimated FY2016 Salary</u>
Director/Asst Director	2	101,300
Office Mgr/Bookkeeper	1.75	79,000
Clerical	6.5	159,200
Dispatch	1	33,750
Driver/Support/Mechanics	3	110,500
Trainees	varied	5,000

Total 501.02 488,750

CATEGORY TOTAL 501 1,275,545
(Add .01 & .02)

GRANTEE:

MCLEAN COUNTY

Form OP-5 FINANCIAL DATA AND OPERATING REVENUE & INCOME PROJECTION REPORT
 FY 2016

	A Projected Eligible Revenues FY 2016	B Projected Revenues Not Eligible FY 2016
401 Passenger Fares for Transit Services	\$177,600	
402 Special Transit Fares	311,000	
403 School Bus Service Revenues	0	
404 Freight Tariffs		\$0.00
405 Total Charter Service Revenues	0	
406 Auxiliary Transportation Revenues	0	
407 Non-Transportation Revenues	0	
407 .99 Sec. 5307 Force Account & Administration Cost Reimb.	0	
408 Taxes Levied Directly by Transit System		\$0.00
409 Local Cash Grants & Reimbursements		\$160,500.00
410 Local Special Fare Assistance		\$0.00
411 State Cash Grants & Reimbursements		\$1,817,310.00
412 State Special Fare Assistance		\$0.00
413 Federal Cash Grants & Reimbursements	\$0.00	
413 .99 Sec. 5307 Capital Funds for State Eligible Operating Expenses	\$0.00	
430 Contributed Services		\$0.00
440 Subsidy from other Sectors of Operations		\$0.00
TOTAL	\$488,600.00	\$1,977,810.00

	A Projected Eligible Expenses FY 2016	B Projected Expenses Not Eligible FY 2016
501 Labor (.01 + .02)	\$1,275,545	
502 Fringe Benefits	\$503,296	
503 Services	\$220,475	
504 Materials and Supplies Consumed (.01 + .02 + .99)	\$568,368	
505 Utilities	\$39,000	
506 Casualty and Liability Cost	\$195,500	
507 Taxes		
.01 Federal Income Taxes		\$0.00
.02 State Income Taxes		\$0.00
.03 Property Taxes		\$0.00
.04 Vehicle Licensing & Registration Fees	\$3,675	
.05 Fuel & Lubricant Taxes		
.06 Electric Power Taxes		
.99 Other Taxes		
508 Purchased Transportation Services	\$0	
509 Miscellaneous Expenses		
.01 Dues & Subscription	\$4,300	\$0.00
.02 Travel & Meetings	10,750	
.03 Bridge, Tunnel & Highway Tolls	0	
.04 Entertainment Expenses		\$0.00

MCLEAN COUNTY

FY 2016
Form OP-5 FINANCIAL DATA AND OPERATING EXPENSE PROJECTION REPORT

Expenses Continued	A Projected Eligible Expenses FY 2016	B Projected Expenses Not Eligible FY 2016
.05 Charitable Expenses		\$0.00
.06 Fines & Penalties		\$0.00
.07 Bad Debt Expenses		\$0.00
.08 Advertising/Promotion Media	18,700	
.99 Other Miscellaneous Expenses	0	
511 Interest Expense		
.01 Long Term Debt Obligation		\$0.00
.02 Short Term Debt Obligation	12,500	
512 Leases, Rentals, & Purchase-Lease	\$111,439	
TOTAL	\$2,963,548	\$0.00

Please provide breakdown of ineligible expenses; if not detailed above.

6B. VEHICLE USE:	Estimated FY2016 Revenue Vehicle Miles (1)	Estimated FY2016 Peak Vehicles Required	Estimated FY2016 Revenue Vehicle Hours (1)
Regular Route			
Special Routes			
Paratransit Service Provided by Participant	885,000	35	56,500
Paratransit Service from Purchase of Service Contracts			
TOTAL			

(1) This should not include deadhead miles or hours

6C PASSENGERS	Estimated FY2016
Adult	
Child	
Senior Citizens and Disabled (Reduced Fare)	
Student (Reduced Fare)	
Token, Ticket or Pass	
Paratransit Service Provided by Participant	165,000
Paratransit Service from Purchase of Service Contracts	
TOTAL PASSENGERS	165,000

Transfers should be counted and included as separate trips in the appropriate category

Each participant purchasing transit services from another provider must complete the information requested in this form. **Please note the following clarification of the Department's requirements for reporting Purchased Transportation expense: Only incidental Purchased Transportation costs totaling 20% or less of an agency's total eligible expense may be reported as a lump sum expense on Line 508 - Purchased Transportation. If an agency's purchased transportation costs total more than 20% of its total eligible expense, those costs must be broken down by provider and reported on the required line items that the costs would have been reported on if the agency were providing the service itself instead of purchasing the service (e.g., salary expense must be broken down by provider and sub-line item as required under Line 501, fringe benefit expense must be broken down by provider and sub-line item as required under Line 502, etc.). The profit or amount in excess of the actual expense reported in those line items should then be reported as "Management Service Fees" on Line 503.01. This requirement will ensure that the Department obtains the same, consistent and comparable financial and operating data from all agencies, regardless of whether or not service is purchased. If any of the requested information cannot be submitted, please explain why. This form must be completed FOR EACH SERVICE PROVIDER.**

1. Name of Provider: Not Applicable

Address: _____

Phone () _____

2. Total Contract Amount: \$ _____

3. Describe the cost basis of the contract amount shown above (per ride, per hour, etc): _____

4. Describe the service to be provided including an identification of the population to be served, limits on service, etc. (Use additional sheets if necessary)

5. Indicate number and type of vehicles used.

6. Operator's Salaries and Wages

		Estimated FY2016 Annual Total	Estimated FY2016 Annual Total
(A)	<u>No. of Drivers</u>	<u>Average Wage</u>	<u>Wages</u>

Category Total (1) _____

(B) Other Salaries and Wages

<u>Job Title</u>	<u>No. of Employees in this Position</u>	<u>Estimated FY2016 Salary</u>
Category Total		(2) _____

(C) Identify all other Expenses (i.e. maintenance cost, fuel, etc.)

<u>Expense Item</u>	<u>Estimated FY2016 Cost</u>	
Category Total		(3) _____
Grand Total Expenses		_____ (add 1, 2 & 3)

(D) Explain any special arrangement you have with the provider (i.e. maintenance, training, vehicle housing, etc.). (Use additional sheets if necessary)

SERVICE CHANGES: Pursuant to Section 653.330 of the Department's implementing regulations for downstate operating assistance (92 Illinois Administrative Code Part 653, hereinafter the "Rules"), *participant shall file this form at least 30 days prior to the participant's implementation of a proposed service change* during FY2016 when the change in service was not included in its FY2016 downstate operating assistance application. A change in service means any of the following:

- a) new service areas;
- b) discontinuance of routes and/or service areas;
- c) a structural revision of routes;
- d) a change in hours or days of service; or
- e) execution or termination of a purchased transportation contract.

This form is not required for temporary service changes, e.g., routing due to temporary road closures, seasonal adjustments, natural disasters, or emergencies, or for service changes that result in less than a 20% increase or decrease in total service provided or fares collected.

FARE INCREASES: Pursuant to Section 653.335 of the Rules, *participant shall file this form 90 days prior to the participant's implementation of any proposed fare increase* during FY2016 when the increase was not included in its FY2016 downstate operating assistance application.

If participant does not file this form within the required timeframes provided above, participant must not implement the proposed change.

* * * * *

1. This is proposed change number: _____

2. Proposed date for institution of service or fare change: _____

3. What is the nature of the proposed change:

- A. New Route
- B. Extension of Existing Route
- C. Discontinuance of Existing Route
- D. Structural Revision of Existing Route
- E. Increase (decrease) in Service Frequency
- F. Change in Service Period (hours and/or days)
- G. Increase (decrease) in Fares
- H. Other (describe)

4. Name of route experiencing change _____

5. Is the proposed service change specified in an approved planning document (i.e., TDP, TSM, TIP, etc.)?

A. If yes, indicate which plan and where in such plan the proposed change appears:

A. If no, submit a description of the proposed service. (Include hours of service and steps taken to determine the need for this change.)

6. Estimate the increase (or decrease) in operational expense resulting from the proposed change.

7. Estimate the increase (or decrease) in ridership.

8. Estimate the increase (or decrease) in revenues.

9. Indicate the extent to which the proposed service change will require additional equipment acquisition or reduction in equipment usage or needs:

10. If reporting a **FARE INCREASE**, describe here and explain why the fare increase is necessary and why other approaches to financial and operational management will not eliminate the need for an increase in fares:

By: _____ date _____

YEAR-END OPERATING DATA REPORT FOR FY2016

TO BE SUBMITTED BY AUGUST 1, 2016

NAME OF PARTICIPANT _____

501 Labor

.01 Operator's Salary and Wages:

	Number of Operators	Full-Time Average Wage	Annual Total Wages
Actual FY2016	_____	\$ _____	\$ _____
Actual FY16 Operator's Overtime			\$ _____

	Part-Time Number of Operators	Average Wage	Annual Total Wages
Actual FY2016	_____	\$ _____	\$ _____
Actual FY16 Operator's Overtime			\$ _____

.02 Other Salaries and Wages:

Job Title	Number of Employees In This Position	Actual FY2014 Salary
<hr/>		

Name of Participant _____

<u>A. Vehicle Use</u>	Actual FY16 Vehicle Miles	Actual FY2016 Peak Vehicles	Actual FY2016 Vehicle hours
Regular Route			
Paratransit Service Provided by Participant			
Paratransit Service from Purchase of Service Contracts			
Special Routes			

<u>B. Ridership</u>	Actual FY2016
Adult	
Child	
Senior Citizens	
Students	
Paratransit Service Provided by Participant	
Paratransit Service from Purchase of Service Contracts	
Token, Ticket or Pass	
TOTAL	

<u>C. Operating Data</u>	Actual FY2016
Passengers Per Vehicle Mile	
Average Vehicle Mile Per Hour	
Farebox Revenue Per Vehicle Mile	
Operating Expense Per Vehicle Mile	
Deficit Per Vehicle Mile	
Farebox Revenue Per Operating Expense	

Prepared by: _____

_____ Date

REQUEST FOR PAYMENT

FROM:

TO: Illinois Department of Transportation
Division of Public & Intermodal Transportation
J.R. Thompson Center, Suite 6-600
Chicago, Illinois 60601

The maximum State of Illinois compensation for Operating Assistance under
Project OP-16-_____-IL is \$_____.

Please remit \$_____ for the period of _____
through _____.

Signature _____
Grantee PCOM

Signature _____
Authorized Agency Representative

Title _____

Title _____

Date _____

Date _____

Division of Public & Intermodal Transportation
Approval for payment by:

Signed

Date

Revised 2/04/15

DOWNSTATE/SECTION 5311
ESTIMATED QUARTERLY FINANCIAL REPORT

NAME OF PARTICIPANT _____

FY2016: INDICATE PERIOD COVERED BY THIS REPORT TO BE PROCESSED
NO EARLIER THAN

- | | |
|---|---------|
| <input type="checkbox"/> Estimated 1st Quarter - July 1 thru Sept. 30 | June 1 |
| <input type="checkbox"/> Estimated 2nd Quarter - Oct. 1 thru Dec. 31 | Sept. 1 |
| <input type="checkbox"/> Estimated 3rd Quarter - Jan. 1 thru March 31 | Dec. 1 |
| <input type="checkbox"/> Estimated 4th Quarter - Apr. 1 thru June 30 | March 1 |

When requesting advance reimbursement of operating funds based on the following estimated expenses or deficits, this report must be accompanied by Form OP-10A, Request for Payment, and Form OP-10D, Request for Payment Reconciliation.

ESTIMATED ELIGIBLE OPERATING EXPENSES	\$ _____
ESTIMATED PROJECT INCOME	\$ _____
ESTIMATED PROGRAM INCOME	\$ _____
ESTIMATED SECTION 5311	\$ _____
ESTIMATED REVENUES	\$ _____
ESTIMATED OPERATING DEFICIT	\$ _____

The calculation is based on an accrual method of accounting.

Prepared by: _____ Date _____

DOWNSTATE
ACTUAL QUARTERLY FINANCIAL REPORT
 (Page 1 of 3)

NAME OF PARTICIPANT _____

<u>FY2016: INDICATE PERIOD COVERED BY THIS REPORT</u>	<u>TO BE FILED NO LATER THAN</u>
<input type="checkbox"/> Actual 1st Quarter - July 1 thru Sept. 30	Dec. 1
<input type="checkbox"/> Actual 2nd Quarter - Oct. 1 thru Dec. 31	Mar. 1
<input type="checkbox"/> Actual 3rd Quarter - Jan. 1 thru March 31	May 1
<input type="checkbox"/> Actual 4th Quarter - Apr. 1 thru June 30	Aug. 1

When requesting reimbursement of operating funds based on the following actual expenses or deficits, this report must be accompanied by Form OP-10A, Request for Payment, and Form OP-10D, Request for Payment Reconciliation.

CALCULATE ON THE ACCRUAL METHOD OF ACCOUNTING
DO NOT ROUND - PROVIDE ACTUAL CENTS

<u>Line Item</u>	<u>Description</u>	<u>Actual Revenue</u>
401	Passenger Fares	
402	Special Transit Fares	
405	Total Charter Service Revenue	
406	Auxiliary Revenue	
407	Non-Transportation Revenue	
407.99	Sec. 5307 Force Acct. & Admin. Cost Reimbursement	
410	Local Special Fare Assistance	
411	State Cash Grants & Reimbursements	-0-
412	State Special Fare Assistance	
413	Fed. Cash Grants & Reimbursements	
413.99	5307 Capital Funds for State Eligible Operating, JARC & NF	
440	Subsidy From Other Sectors of Operations	
TOTAL REVENUE		

Revised 2/04/15

NAME OF PARTICIPANT _____

ELIGIBLE OPERATING EXPENSES

<u>Line Item</u>	<u>Description</u>	<u>Actual Expenses</u>
501 .01	Operators' Wages	
.02	Other Salary/Wages	
502	Fringe Benefits	
503 .01	Management Service Fees	
.02	Advertising	
.03	Professional & Technical Services	
.04	Temporary Help	
.05	Contract Maintenance	
.06	Custodial	
.07	Security	
.99	Other Services	
504 .01	Fuel and Lubricants	
.02	Tires and Tubes	
.99	Other Materials and Supplies	
505	Utilities	
506	Casualty & Liability	
507 .01	Federal Income Taxes	
.02	State Income Taxes	
.03	Property Taxes	
.04	Vehicle License & Registration	
.05	Fuel & Lubricant Taxes	
.99	Other Taxes	
508	Net Purchased Transportation	

NAME OF PARTICIPANT _____

ELIGIBLE OPERATING EXPENSES

<u>Item</u>	<u>Description</u>	<u>Actual Expenses</u>
509 .01	Dues & Subscriptions	
.02	Travel and Meetings	
.03	Tolls	
.04	Entertainment Expenses	
.05	Charitable Expenses	
.06	Fines & Penalties	
.07	Bad Debt Expenses	
.08	Advertising/Promotion Media	
.99	Other Miscellaneous Expenses	
511 .01	Long Term Debt Obligation	
.02	Short Term Debt Obligation	
512	Lease, Rental, Purchase Lease Payments	
Less Ineligibles*		
Total Eligible Expenses		()
Total Operating Revenues		
Total Deficit		

* Please provide breakdown of ineligible expenses

The calculation is based on the accrual method of accounting.

Prepared By: _____

Date: _____

Revised 2/04/15

Members Soeldner/Gordon moved the County Board approve a Request for Approval of IDOT FY'2016 Combined Application for Section 5311 and Downstate Operating Assistance Downstate Public Transportation Operating Assistance Grant - County Highway Department. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**PURCHASE OF SERVICE AGREEMENT
FOR THE RURAL GENERAL PUBLIC
TRANSPORTATION**

**under the Section 5311 Rural/Downstate Operating Assistance
Program**

between

McLean County

and

SHOW BUS

Contract Number _____

State Fiscal Year 2016

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<u>Exhibit D</u>	- <u>Special Provisions to the Agreement</u>	

This Agreement is made by and between McLean County, (hereinafter referred to as "Grantee") and SHOW BUS (hereinafter referred to as "Provider" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a non-urbanized area of Illinois (herein referred to as the Project);

WHEREAS, the Grantee has applied under the Section 5311 of the Federal Transit Act; as amended, (49 USC App 1614) and under the Downstate Public Transportation Act ("Act"), 30 ILCS 740/2-1 et seq., to the Illinois Department of Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project;

WHEREAS, the Grantee's application has been approved by IDOT;

WHEREAS, the Grantee has made application under the provisions of Illinois combined Statutes 20 ILCS 2705/49 et seq., paragraph 30 ILCS 415/2 et seq. (1992 State Bar Edition), herein referred to as the "Acts";

WHEREAS, the Provider has been selected by the Grantee to provide public transportation services;

WHEREAS, such application has been approved by IDOT; and

NOW THEREFORE; in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the provision of service to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

ITEM 1- DEFINITIONS

As used in this Agreement

- (a) "Grantee" means the McLean County.
- (b) "IDOT" means the Illinois Department of Transportation, Divisions of Public Transportation.
- (c) "FTA" means the Federal Transit Administration of the United States Grantee of Transportation
- (d) "Government" means the government of the United States of America
- (e) "Provider" means a provider of transit service participating in the Section 5311 program and supplying transportation services for the Project under contract to the Grantee
- (f) "Project Costs" means the sum of eligible costs incurred by the Provider and/or its Operator(s) in performing the Project.
- (g) "USDOT" means the United States Department of Transportation

Item 2 – Project Scope

The Provider agrees to provide the public transportation services described in the Grantee's Final Approved Application and Services Plan on file at the IDOT offices. Provider's Service Plan is incorporated into this Agreement as Exhibit A, and made a part hereof. Provider shall not reduce, terminate or substantially change such public transportation without the prior written approval of the Grantee.

Item 3- Amount of Contract

Under the Section 5311 program administered by IDOT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year 2016 in the provisions of public transportation services approved by the Grantee. Under the Downstate Operating Assistance program administered by IDOT, the Grantee may make payments for up to 65% of the Provider's eligible operating deficit and eligible administrative expenses incurred by the Provider during the fiscal year 2016 in the provisions of public transportation services approved by the Grantee. In no event shall the Provider's payment under this Agreement exceed the total funding available for the Project Costs. Total budget for the Project is approximately \$ 2,963,548.

The Provider agrees that it will provide, or cause to be provided, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended, sufficient funds to meet the non-IDOT portion of the operating deficit and administrative expenses.

Item 4- Documents Forming This Agreement

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements of understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this Part, entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's Application," Exhibit B, entitled "Approved Project Budget," and Exhibit C, entitled "State of Illinois Drug Free Workplace Certification," all of which are by this reference specifically incorporated herein.

Item 5- Illinois Grant Funds Recovery Act

This Agreement is subject to the Illinois Grant Funds Recovery Act, 20 ILCS 705/1. This Agreement is valid until June 30, 2016 and grant funds are available to Provider and may be expended by Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any Funds which are not expended or legally obligated by the Provider at the end of the this agreement or by the expiration of the period of time funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 14 of this Agreement.

This ITEM is subject to further revision as the sole determination and discretion of the Grantee.

Item 6- Accomplishment of the Project

- a. General Requirements - The provider shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Service Plan, and all applicable laws and Grantee guidelines.
- b. Pursuant to Federal, State, and Local Law - In performance of its obligations pursuant to this Agreement, the Provider and its contractors shall comply with all applicable provisions of Federal, State and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.

The Provider agrees that the most recent of such Federal and State requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either IDOT or FTA, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new Federal and State laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal and State requirements, the Provider agrees to include in all third party contracts financed with Government (FTA & IDOT) assistance specific notice that Federal and State requirements may change and the changed requirements will apply to the project as required.

- c. Project Funds - The provider shall initiate and prosecute to completion all proceedings necessary to enable the Provider to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs.
- d. Changed Conditions Affecting Performance - The Provider shall immediately notify the Grantee of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provision of this contract.
- e. No Government Obligations to Third Parties - The Grantee shall not be subject to any obligations or liabilities by contractors of the Provider or their subcontractors of the Provider or their subcontractors or any other person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this Agreement without its specific written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

Item 7- Continuance of Service

The provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Provider's Final Approved Service Plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least 30 days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Provider shall give written notice of the proposed action to the Grantee and all units of local government within the Provider's service area.

Item 8- Use of Facilities

The Provider agrees that the Project facilities will be used for the provision of transportation service within the Grantee's service area substantially as described in the Provider's Final Approved Service Plan. Such facilities shall be used in the provision of said service during the effective period of this Agreement in accordance with generally accepted accounting principles, and IDOT and FTA and Grantee guidelines. If, during such period, such facilities are not used for transportation service at the initiative of the Provider, the Provider shall immediately notify the Grantee.

The Provider shall keep satisfactory records with regard to the use of the facilities and submit to the Grantee upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Grantee in all cases where Project facilities are used in a manner substantially different from that described in the Final Approved Service Plan. The Provider shall maintain in amount and form satisfactory to the Grantee such insurance or self-insurance as will be adequate to protect Project facilities throughout the period of required use. The Provider shall also submit at the request of the Grantee, upon forms provided by IDOT, a certification that the Project facilities are being used in accordance with the terms of this ITEM.

Encumbrance of Project Property

- (a) Unless expressly authorized in writing by the IDOT, the Provider agrees to refrain from:
- (1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Grantee interest in any Project real property or equipment; or
 - (2) Obligating itself in any manner to any third party with respect to Project real property or equipment.
- (b) The Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Grantee interest or impair the Provider's continuing control over the use of Project real property or equipment.

Item 9- Ethics

- a. The Provider shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Provider may participate in the selection, award or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- (1) The employee, officer, board member or agent;
- (2) Any member of his or her immediate family;
- (3) His or her parents; or
- (4) An organization that employs, or is about to employ, any of the above

The conflict of interest requirement for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that the Provider's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

- b. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.
- c. Bonus or Commission. The provider warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.
- d. False or Fraudulent Statements or Claims. The Provider acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to Grantee in connection with this Project, Grantee reserves the right to impose on the Provider the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Sections 3801 *et. seq.*, and 49 U.S.C app. Section 1607a (h), as IDOT may deem appropriate. The terms of U.S DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to this project.

Item 10- The Project Budget

A Project Budget shall be prepared and maintained by the Provider. The Provider shall carry out the Project and shall incur obligations against and make disbursements of project funds only in conformity with the latest Approved Project Budget. The Project Budget may be revised from time to time, but no Budget or revision thereof shall be effective unless and until the Grantee shall have approved the same.

Item 11- Accounting Records

- a. Project Accounts - The Provider shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project in conformity with requirements established by the Grantee.
- b. Funds Received or Made Available for the Project - Provider shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, or the Federal Savings and Loan Insurance Corporation, all Contract payments received by it from the Grantee pursuant to this Contract and all other funds provided for, accruing to, or otherwise received on account of the Project, which Grantee payments and other funds are herein collectively referred to as "Project Funds."

The Provider shall require the depositories to Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of the Project Funds by the Grantee, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

The Provider agrees to report to the Grantee quarterly by the fifteenth day of the month following the reported quarter, and at such other times as the Grantee may prescribe in writing, the amounts recorded in the Project Account.

- c. Eligible Costs - Expenditures made by the Provider shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
 - (1) be made in conformance with the Final Approved Service Plan and the Approved Project Budget and all other provisions of this contract;
 - (2) be necessary in order to accomplish the Project;
 - (3) be reasonable in amount for the goods or services purchased;
 - (4) be actual net costs to the Providers (i.e., the price paid minus any refunds, rebates, or other items of value received by the Providers that have the effect of reducing the cost actually incurred);
 - (5) be incurred (and be for work performed) after the date of this Contract, unless specific authorization from the Grantee to the contrary is received;
 - (6) be in conformance with the standards for allowability of costs established by the Grantee, IDOT and FTA;
 - (7) be satisfactorily documented; and
 - (8) be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantee.

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by IDOT.

- d. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Provider or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.
- e. Checks, Orders, and Vouchers - Any check or order drawn by the Provider with respect to any item which is or will be chargeable against that Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Provider stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.
- f. Audit and Inspection of Records - The Provider (and its subcontractors) certify that it shall maintain, for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Grantee, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Provider agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- g. General Audit and Inspection - The Provider shall permit, and shall require its contractors to permit, the Grantee or any other State or Federal agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Provider and its contractors with regard to the Project. The Grantee may also require the Provider to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Provider agrees to comply promptly with recommendations contained in the Grantee's final audit report.

Item 12- Requisitions and Payments

- a. Requests for Payment by the Provider - The provider may make requests for payment of eligible costs, and the Grantee shall honor such requests in the manner set forth in this ITEM. In order to receive payments, the Provider must:
- (1) completely execute and submit to the Grantee requisition forms supplied by IDOT to the Grantee in accordance with the instructions contained therein;
 - (2) submit to the Grantee an explanation of the purposes for which costs have been incurred to date or are reasonable expected to be incurred within the requisition period (not more than 30 days after the date of submission); and vouchers, invoices, or other documentation to substantiate these costs;
 - (3) where local funds are required, demonstrate or certify that it has supplied local funds adequate, when combined with the State payments, to cover all costs to be incurred to the end of the requisition period; and
 - (4) have submitted all financial and progress reports currently required by the Grantee or IDOT.
- b. Payment by the Grantee - Upon receipt of the requisition form and the accompanying information in satisfactory form, the Grantee shall process the requisition. If the provider is complying with its obligations pursuant to the contract, has satisfied the Grantee of its need for the funds requested during the requisition period, and is making adequate progress towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantee shall reimburse apparent allowable costs incurred (or to be incurred during the requisition period) by the Provider up to the maximum amount payable. However, reimbursement of any cost pursuant to this ITEM shall not constitute a final determination by the Grantee of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this contract committed by the Provider. The Grantee will make a final determination as to allowability only after a final audit of the project has been conducted.
- In the event that the Grantee determines that the Provider is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Provider stating the reasons for such determination.
- c. Disallowed Costs - In determining the amount payable, the Grantee will exclude costs incurred by the Provider which are not provided for in the latest Approved Project Budget for the Project; and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantee.

Item 13- Right of Department to Terminate

Upon written notice to the Provider, the Grantee reserves the right to suspend or terminate all or part of the financial assistance herein provided for when the Provider is, or has been in violation of the terms of this contract or when the State determines that the purpose of the Acts would not be adequately served by the continuation of State financial assistance to the project. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this contract. Termination of any part of the grant will not invalidate obligations properly incurred by the Provider and concurred in by the Grantee prior to the date of termination, to the extent they are non-cancelable. The acceptance of a remittance of any or all Project payments previously received by the Provider or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Contract.

Item 14- Project Settlement and Close-Out

Upon receipt of notice of successful completion of the project or upon termination by the Grantee, the Grantee shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make settlement of the State grant described in this Contract. If the Grantee has made payment to the Provider in excess of the total amount of such State grant, the Provider shall promptly remit such excess to the State. The Project close-out occurs when the Grantee notifies the Provider and forwards the final grant payment or when an appropriate refund of State grant funds has been received from the Provider and acknowledged by the Grantee. Close-out shall be subject to any continuing obligations imposed on the Provider by this contract or contained in the final notification or acknowledgement from the Grantee.

Item 15- Provider's Warranties

Provider agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Provider warrants that there is no provision of its charter, by-laws or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Provider any provision or clause of this Agreement. Provider warrants further that it has paid all Federal, State, and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, that Provider has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder and that Provider will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder.

Item 16- Contracts of the Provider

Except as otherwise provided in Grantee guidelines or as otherwise specifically approved by the Grantee, the Provider shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project.

Item 17- Competitive Bidding

Provider agrees to give full opportunity for free, open and competitive bidding for each contract to be let by Provider calling for construction or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Provider shall give such publicity in its advertisements or calls for bids for each such Contract as will provide adequate competition.

The award of each such Contract shall be made by Provider as soon as practical to the lowest responsible bidder except as otherwise provided in Grantee, IDOT and FTA guidelines.

Item 18- Third Party Contract Changes

No change or modification of the scope or cost shall be made to any contract and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as otherwise approved by the Grantee, and where required, until the Approved Project Budget has been amended by the Grantee as may be necessary to provide for such change or modification.

Item 19- Pre-Bid Review

Except as otherwise provided in Grantee guidelines or as otherwise specifically approved by the Grantee, the Provider agrees that, prior to advertising for any bids for any work to be performed under ITEM 17-COMPETITIVE BUILDING, the Provider shall submit one copy of each of the proposed contract, plans and specifications, proposed advertisement for bids, and all related bidding documents, to the Grantee for approval. The bid invitation or advertisement shall include a statement that the contract to be let is subject to this contract between the Provider and the Grantee.

Item 20- Assignment of Agreement

The provider agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Grantee.

The Provider agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Grantee.

Item 21- Indemnification and Insurance

The provider agrees to save harmless and indemnify the Grantee from any and all losses, expenses, damages (including loss of use), demands and claims and shall defend any suit or action, whether at law or in equity, brought against it based on any such alleged injury (including death) or damage and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said demands and claims resulting therefrom.

The Provider agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance with limits and upon terms satisfactory to the Grantee as will protect the Provider from any other claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations hereunder by the Provider, or by anyone directly or indirectly employed by or associated with it, and the Provider shall furnish the Grantee with certificate(s) evidencing all such required insurance coverage.

Item 22- Non-Waiver

The provider agrees that in no event shall any action, including the making by the Grantee of any payment under this Agreement, constitute or be construed as a waiver by the Grantee of any breach of covenant or default on the part of the Provider which may then exist and any action, including the making of such payment by the Grantee, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Grantee in respect to such breach or default. The remedies available to the Grantee under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

Item 23- Non-Collusion

The Provider warrants that it has not paid and agrees not to pay any bonus, commission, fee or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No State officer or employee, or member of the State General Assembly or of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

Item 24- Independence of Grantee

In no event shall the Provider or any of its employees, agents, contractors or subcontractors be considered agents or employees of either the Grantee or the State. Furthermore, the Provider agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the State and will not by reason of any relationship with the Contract make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

Item 25- Labor Law Compliance

The Provider agrees to comply with the Labor Law Compliance provisions of the Federal Capital Grant Contract pertaining to the Project, if any, and all applicable State and Federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

The Provider also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the project to agree to such compliance.

Item 26- Equal Opportunity and Fair Employment Practices

In addition to compliance with the Federal Equal Employment Opportunity provisions outlined in 49 CFR 23 and 49 CFR 21 and the applicable federal disability requirements, the Provider shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Human Rights Commission. It is understood that the term "Contractor" as used in this clause shall also mean "Provider".

"EQUAL EMPLOYMENT OPPORTUNITY CLAUSE" required by the Illinois Human Rights Commission's Rules and Regulations as a material term of all public contracts (Section 6.1):

In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human rights Act Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the Grantee, the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Provider agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, marital status, sexual preference, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organizations or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department

or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6. That it will permit access to all relevant books records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the even any subcontractor fails or refuses to comply therewith. In addition the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal organizations.
8. As of July 1, 1993, the Provider shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Provider's internal complaint process including penalties; (v) the legal recourse, investigation, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protections against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request."

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 1.1 of the Human Rights Commission's Rules and Regulations for Public Contracts:

"Section 1.1(17): The term "Subcontract" means any agreement arrangement or understanding, written or otherwise between a contractor and any person (in which the parties do not stand in the relationship of any employer and employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- (b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed."

Item 27- Payment Withholding, Delay, Termination and Recall

Upon the occurrence of any condition or conditions listed in this ITEM, the Parties agree that the Grantee, by written notice to the Provider, may elect to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Provider agrees that upon receipt of such notice of recall the Provider shall immediately return such Contract payment or payments, or any portion thereof, which the Provider has received pursuant hereto.

The foregoing remedies shall become available to the Grantee if:

- a. There is any misrepresentation of a material nature in the Provider's Application, or amendment thereof, or in respect to this Agreement or in any document or data furnished pursuant hereto, or any other submission of the Provider required by the Grantee in connection with the Agreement;
- b. There is pending litigation which, in the opinion of the Grantee, may jeopardize the Grant or this Agreement.
- c. There has been, in connection with the Contract, any violation of the State or Federal regulations, ordinances or statutes applicable to the Provider, its officers or employees which, in the opinion of the Grantee, affects this Agreement;
- d. Any contributions provided by the State pursuant to this Agreement are used for an ineligible purpose;
- e. The Provider is unable to substantiate the proper use of Project funds, facilities, and equipment provided pursuant to this Agreement; or
- f. The Provider shall be in default under any of the provisions of this Agreement.

Item 28- Severability

The parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

Item 29- Patent Right

Any patentable result arising out of this Agreement, as well as all information, design, specifications, know-how data, and findings shall be made available to the United States of American and to the State for public use, unless the Parties shall determine, in a specific case where it is legally permissible, that it is in the public interest that it not be so made available.

Item 30- Amendment

The Parties agree that no change or modification to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachment hereto unless and until such amendment has been executed and made a part of this Agreement and the Approved Project Budget has been amended to conform thereto.

Item 31- Titles

The parties agree that the titles of the items of this Agreement hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

Item 32- School Bus Operations

Provider agrees not to engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operations where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, provided that this requirement shall not apply to a grantee which operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system (see Section 49.19(13), Civil Admin. Code of IL).

The Provider shall submit to the Grantee a certification that it is not engaged in school bus operations in violation of Section 49.19 (13) of the Civil Administrative Code of Illinois at such times as determined by the Grantee.

Item 33- Non-Construction Contracts

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Constructive Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all non-construction contracts of \$2,500 let by the Provider for the project:

- (1) Non-construction Contracts - The requirements of the clauses contained in 29 CFR Sec. 5.5(b) are applicable to any contract subject to the Overtime Provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Section 5.1. The Provider's contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transportation by authorized representatives of IDOT, FTA, U.S. IDOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- (2) Non-construction Contracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 CFR Sec. 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

The provisions of the Fair Labor Standards Act, as amended, apply to State and local government employees participating in the FTA assisted project with the Provider.

Item 34- Substance Abuse

The Provider agrees to comply with the Illinois (30 ILCS 580/1 et. seq.) and U.S. DOT Drug Free Workplace Acts, and U.S. DOT regulations, "Drug Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Sub-part F, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and has signed the Drug Free workplace Certification attached to this Agreement as Exhibit C.

Item 35- Preference for Recycled Products

The Provider agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained to 40 C.F.R. Parts 247-254.

Item 36- Department of Suspension

The Provider agrees to obtain certifications on debarment and suspension from its third party contractors and sub-recipients and otherwise comply with Government regulations.

Item 37- Environmental Resource Conservation and Energy Requirements

The Provider recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project.

Accordingly, the Provider agrees to adhere to, and impose on its sub-recipients, any such Federal & State

requirements, as the Government may now or in the future promulgate. The Provider expressly understands that this list does not constitute the Provider's entire obligation to meet Federal requirements.

- a. Environmental Protection - To the extent applicable, the Provider agrees to comply with the requirements of the National Environmental Protection Policy Act of 1969, as amended, 42 U.S.C. Section 4321 *et. seq.*; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 *et. seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 C.F.R. Part 771.
- b. Air Quality - The Provider agrees to comply with applicable requirements of Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. of the Federal Transit Act," 40 CFR Part 51, Sub-part T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93. To support the requisite air quality conformity finding for the project, the Provider agrees to implement each air quality mitigation and control measure incorporated in the project. The Provider agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the project set forth in the SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Provider should be aware that the following EPA regulations, among others, may apply to its project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

- c. Use of Public Lands - No publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the project unless specific findings required by 49 U.S.C. Section 303 are made by the U.S. DOT.
- d. Historic Preservation - The Provider agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. Section 470f.
- e. Mitigation of Adverse Environmental Effects - Should the proposed project cause adverse environmental effects, the Provider agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. app. Section 1610, all other applicable statutes, and the procedures set forth in 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

ITEM 38 - CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1602 (f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees, administer any system of records on behalf of the Federal Government, the Privacy Act of 1974 (The Act), 5 U.S.C. Section 552a, imposes information restrictions on the party managing the system of records.

ITEM 40 - MATCHING FUNDS

It is hereby expressly agreed by the Provider that it will cause to be provided all matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into with the State of Illinois.

ITEM 41 - FUNDING DELAY

It is hereby expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund Provider's program hereunder. That if the "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantee and the State of Illinois is terminated, then this agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid agreement, Grantee and Provider may, by mutual written consent, agree to suspend services contemplated hereunder.

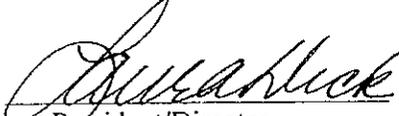
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the _____ day of _____, 2015, by their respective duly authorized officials.

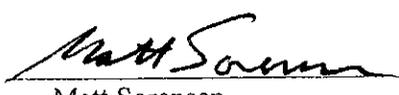
Provider's Name & Address

Grantee's Name & Address

SHOW BUS
24883 Church Street
Chenoa, IL 61726

McLean County Board
115 E. Washington Street
Bloomington, IL 61702-2400

By: 
President/Director

By: 
Matt Sorensen,
County Board Chairman

Attest:

County Clerk
Board of McLean County, Illinois

Members Soeldner/Harris moved the County Board approve a Request for Approval of Purchase of Service Agreement between McLean County and SHOW BUS for the continuation of Rural Public Transportation Service in FY'2016 - County Highway Department. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

LAND USE AND DEVELOPMENT COMMITTEE

Member Gordon, Chair, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATIONS
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant applications be approved for funding from the County's Solid Waste Management Fund:

- 1) Household Battery Recycling Grant to the Ecology Action Center - \$16,000

WHEREAS, the Land Use and Development Committee, at its regular meeting on June 4, 2015 recommended approval of the recommendations received from the Solid Waste Technical and Policy committee; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:

- 1) Household Battery Recycling Grant to the Ecology Action Center - \$16,000

2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

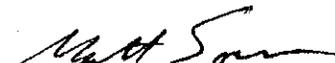
ADOPTED by the McLean County Board this 16th day of June, 2015

ATTEST:

APPROVED:



Kathy Michael, County Clerk
McLean County, Illinois



Matt Sorensen, Chairman
McLean County Board

Member Gordon/Soeldner moved the County Board approve a Request by the McLean County Solid Waste Management Technical Committee to approve a resolution to designate \$16,000 for the ongoing Household Battery Recycling Program administered by the Ecology Action Center. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

PROPERTY COMMITTEE

Member Segobiano, Chair, presented the following:



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Michael J. Steffa, Director of Parks and Recreation

DATE: 05/26/2015

RE: Tractor/Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 2 year lease, minimum 400 hours per year, and an 85 PTO HP mechanical front wheel drive tractor with a minimum 3800 lbs. lift capacity loader for one unit. The most recent quotations received for loader lease are as follows:

Annual Lease Cost

Martin-Sullivan Implement Co.	\$4,950.00 & \$10.00 for ea. hr. over 400
Cross Implement Inc	\$5,000.00 & \$10.00 for ea. hr. over 400
Central Illinois Ag.	Declined to submit proposal
Birkey's Farm Store	Declined to submit proposal
Stoller International, Inc.	Declined to submit proposal
Midwest Equipment	Declined to submit proposal
Nord Power Equipment	Declined to submit proposal

All tractors included in proposals met specifications.

I would like to recommend the approval of a 2 year lease agreement with **Martin-Sullivan Implement Company** in Lexington, Illinois for a single tractor/end loader at \$4,950.00 annually for a 2 year lease period. This unit has a quick release loader attachment system which allows for multiple-use.

In the 2 year lease agreement, the vendor is required to replace the unit with a new unit at the end of the first year of lease. The two year agreement will guarantee budget stability for the next 2 years and reward the vendor for providing a competitive proposal.



JOHN DEERE RENTAL AGREEMENT

Rental #

03472739

Original

Name	LESSEE MCLEAN COUNTY PARKS AND RECREATION	DATE	May 26, 2015	RENTAL TERM	BEGINS Jul 01, 2015	ENDS
Street or RFD	13001 RECREATION AREA DR	Purchaser Acct No		Customer P.O. NO.	ACCOUNT NO. 065798	Government Bid No.
City, ST Zip Code	HUDSON, IL 61748	LESSOR NAME AND ADDRESS JONES KEN, MARTIN SULLIVAN, INC.				
Telephone Number	309-726-2022	902 N. ORANGE				
Contact		LEXINGTON, IL 61753				

Percentage of Rental Payments Applied to Purchase Option: <u>0.00</u> % Security Deposit: \$ <u>0.00</u> Maximum Hours No More Than : Per Day Maximum Hours No More Than : Per Week Maximum Hours No More Than : Per Month	= Estimated Rental Charge (Rental Rate x Estimated Rental Period)	\$ 4,950.00
	+ Itemized Fees	\$ 0.00
	+ Taxes	\$ 0.00
	+ Service Charge	\$ 0.00
	+ Additional Charges	\$ 0.00
	= Additional Charges Subtotal	\$ 0.00
	Total Rental Charge	\$ 4,950.00

Notes
 RENTAL ON OPEN STATION TRACTOR & H260 LOADER WILL BE \$4950. LIKE TRACTOR W/ DELUXE CAB & H260 LOADER \$5950. THIS FOR UP TO 400 HRS/YR.- \$10./HR FOR HOURS OVER 400

EQUIPMENT WILL BE USED AT: (Name)		(Address)		Lessee will not remove the Equipment from this Location without written permission from Lessor.	
MCLEAN COUNTY PA		13001 RECREATION AREA			
(City)	State/Province	(ZIP Code)	County	(Phone Number)	
HUDSON	IL	61748	MCLEAN	309-726-2022	

Doc Ref No.	Qty	Model	Size & Description of Equipment (Give Product Identification No.)	Hour Meter Reading	Min. Rental Guaranteed By Lessee	Present Value	%
	1	5100E TRACTOR	JOHN DEERE (M12015 - FT4) 5100E Utility Tractor (85 PTO hp) Stock # ()			\$ 53,188 00	0.00
			Rental Rate Per Month 412.50 Est. Rental Period 12.00				
	1	H260 FARM LOADER	JOHN DEERE H260 Standard Loader Stock # ()			\$ 9,185 00	0.00
			Rental Rate Per Hour 0.00 Est. Rental Period				
Primary Insurance Name and Address							
Secondary Insurance Name and Address						\$ 62,371 00	TOTAL PRESENT VALUE
Insurance Loss Payee Name and Address							
PURCHASER TYPE		MARKET USE					
4 Use County		87 Parks and Cemeteries					

LESSEE (Customer) <i>Michael J. Stoffa for McLean</i>	LESSOR (Dealer) <i>Martin Sullivan</i>
<i>County Dept. of Parks & Recreation</i>	BY <i>Ken Jones</i>
THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF, ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.	

Certificate of Insurance

Customer's Initials
Date

MS

RENTAL AGREEMENT

1. General. The above-named Lessor hereby leases to the above named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above or to such other person and address as Lessor may direct from time to time. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof. Lessee agrees to remit to Lessor the rental payments and all other amounts when due and payable, even if Lessor does not send Lessee a bill or an invoice. Lessee agrees that any amount due under this Rental Agreement, may, if specified above, at the option of the Lessor, be submitted by Lessor as a charge authorized by Lessee to the PowerPlan or Farm Plan account of Lessee, and Lessee agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Lessee agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks Lessee sends to Lessor will not change or reduce Lessee's obligations to Lessor. If a payment is returned to Lessor by the bank for any reason, Lessee agrees to pay Lessor a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Rental payments and other payments may be applied, at Lessor's discretion, to any obligation Lessee may have to Lessor or its assignee or any affiliate of Lessor or its assignee. If the total of all payments made during the rental term exceeds the total of all amounts due under the Rental Agreement by less than \$25, Lessor may retain such excess. Rental terms and conditions from all invoices, monthly statements, or other agreements between Lessor and Lessee are hereby incorporated into this Rental Agreement. **LESSEE'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**

2. Security Deposit. Any Security Deposit will be held by Lessor in a non-interest bearing account, commingled with other funds. Lessor may apply the Security Deposit to any amounts due under the Rental Agreement and, if Lessor does so, Lessee agrees to promptly remit to Lessor the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Lessee within thirty days of termination of the Rental Agreement and final inspection by Lessor, provided Lessee is not in default.

3. Equipment Use. LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Lessor is the owner of the Equipment and the Lessee has only the right to use the Equipment under the terms of this Rental Agreement. You agree to **USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.** It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified above, and Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Lessee agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Lessor may provide. Lessee agrees to pay \$___ if the hour meter is damaged or rendered inoperative during the term of this Rental Agreement. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at Lessee's sole expense, any and all repairs. Lessee agrees (a) to not move the Equipment to another county or state without notifying Lessor within 30 days; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Lessee or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Rental Agreement, all Equipment shall be returned by Lessee at Lessee's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to Lessee, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Rental Agreement. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. If Lessee fails to return the Equipment promptly upon any expiration or termination of this Rental Agreement, additional rent shall be payable by Lessee for each day the Lessee remains in possession of the Equipment, in an amount prorated a one and one-half times the normal rental payment amount. Lessee agrees to keep the Equipment free and clear of liens and encumbrances, except those in Lessor's favor, and promptly notify Lessor if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

Customer's Initials

Date _____

RENTAL AGREEMENT

4. Risk of Loss. Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including any claims Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages which may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.

5. Purchase Option. Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.

6. Indemnification. Lessee shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless, from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This indemnity commences upon the Rental Term Begins on Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

7. Addition of Accessories: Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of the Lessor.

8. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.

9. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located.

10. Assignment: Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.

11. Default: If (a) Lessee shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Rental Agreement, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems is improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory Lessor may determine that Lessee is in default (An "Event of Default").

Customer's Initials 
 Date _____

RENTAL AGREEMENT

12. Remedies: Upon the occurrence of an Event of Default, Lessee shall (a) deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.

13. Construction: This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.

14. Guaranteed Rental - Return of Equipment: Provided the guaranteed rental shown on the reverse side is or has been paid Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental period Guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.

15. Replacement: Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment hereunder.

16. Lessee Representations and Warranties: Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred. Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (f) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (g) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.

17. General: Time is of the essence of this Rental Agreement. **LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL.** Lessor's failure at anytime to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demands strict compliance there with or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

ASSIGNMENT

TO: JOHN DEERE

For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assign, subject to all the terms of the applicable John Deere Rental Sale Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

"John Deere" means the John Deere Company, a division of Deere & Company or John Deere Construction & Forestry Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE: _____
 DEALER: _____
 SIGNED BY: Martin Sullivan ^{leg} Ken Jones

Customer's Initials _____
 Date MB

RENTAL TERMS and CONDITIONS

RATES	Rates are based on \$/engine HP + additional options which add value to the base machine's operation. 200 hour minimum rental period and 2 month maximum rental period unless agreed upon prior to the rental start date.
SELLING EQUIPMENT	All rental equipment is available for sale. If the rented equipment is sold, a comparable model will be exchanged (if available) to continue the rental at time of pick-up of the sold equipment. Pro-rated rental payment will be refunded, if equipment exchange is not available.
TERMS	1/2 rental payment is due upon delivery of the unit with the remaining amount (including overages) due upon return. 80% of the total rental charge will be applied towards the purchase of the rental within 30 days of the rental end date.
HAULING	The renter pays hauling costs to and from the farm or job site, if applicable.
INSURANCE	The renter must provide Martin Sullivan, Inc. with a certificate of insurance covering comprehensive fire and theft and general liability on rented equipment. Martin Sullivan, Inc. is to be named <u>loss payee</u> and <u>additional insured</u> .
INDEMNIFICATION RISK OF LOSS	RENTER agrees to indemnify, defend and hold harmless Martin Sullivan, Inc. , its employees, its clients and its affiliates from all liabilities, losses, damages, demands, claims, suits, costs and expenses including reasonable legal fees and other expenses of litigation in any way arising out of or related to this rental. RENTER'S violation of law or regulation and/or RENTER'S negligence or other fault, or that of its agents, or employees, or subcontractors, except for that portion of any losses which are solely attributable to the negligence or willful misconduct of Martin Sullivan, Inc. This indemnity specifically covers any claims asserted by RENTER'S employees for personal injury or other loss.
SERVICING	RENTER is responsible for servicing rental equipment according to the manufacturer's service recommendations. Daily lubrication of grease zirks, daily checks of oil and coolant levels, oil and filter changes, checks for leaks and inspection of the machine for abnormal conditions are required.
CLEANING / DETAILING	RENTER agrees to wash outside of the machine and detail mud, dirt, grease, and grime from the cab interior prior to returning from rental. If equipment has not been cleaned/detailed, customer will be billed \$200 reconditioning fee by the Martin Sullivan service department.
FUEL	RENTER is responsible for returning the unit with a comparable amount of fuel it was rented with as determined by the fuel gauge. Any fuel shortage will be charged at \$5/gallon to return to the required level.
DAMAGE	RENTER is responsible for the rental equipment, and will be charged for damage due to abuse, neglect, collision, upset and/or wear from use in extreme conditions.
REPAIRS	Martin Sullivan, Inc. is responsible for all repairs required as a result of normal wear and use, as defined by Martin Sullivan, Inc.

Michael J. Deftis for McLean Co. Parks 5/26/15
 Customer Signature Date
Martin Sullivan by Ken Jones 5/26/15
 MS, Inc. Signature Date

Internal Rental Notes	
	Initial Date

Member Segobiano/Cavallini moved the County Board approve a Request for approval of a 2 year lease agreement with Martin-Sullivan Implement Company for a single tractor/end loader. - Parks and Recreation Department. Comment by Member Robustelli abstained as he is President of the Solid Waste Management facility. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

Member Segobiano, Chair, presented the following

**RESOLUTION OF THE McLEAN COUNTY BOARD
in Support of "TIGER 2015" Discretionary Grant from the U.S.
Department of Transportation (US DOT) for
Bloomington-Normal Public Transit System**

Whereas, Bloomington-Normal Public Transit System has been examining the possibility of improving transit transfer service along the Front Street Transfer location adjoining the McLean County Law & Justice Center and County Government downtown Bloomington complex; and

Whereas, the USDOT has announced the availability of funding for this year's Transportation Investment Generating Economic Recovery (TIGER) discretionary grant Program; and

Whereas, the McLean County Board is planning an expansion of its downtown Bloomington facilities to increase adequacy of public services and finds it desirable to partner with Connect Transit in developing a new Transit transfer site, adjacent to its current location, and

Whereas, this year's TIGER grants will be awarded for investments in road, rail, transit, and port projects that promise to achieve critical national objectives and grants will be awarded on a competitive basis and Bloomington-Normal Public Transit System intends to submit an applications for a TIGER grant for a downtown Bloomington Transit Transfer station.

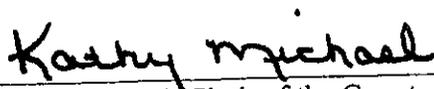
Be It Resolved, that the McLean County Board supports the Bloomington-Normal Public Transit System's application for a \$15,000,0000 grant to perform design, engineering, and construction to provide a dedicated transit solution to Bloomington's central business district and will work jointly with the Bloomington-Normal Public Transit system to integrate development of this facility with County facilities improvements and expansion currently being planned at its downtown Bloomington complex; and

Be It further resolved that the collaboration and cooperation between McLean County and Bloomington-Normal Public Transit system will provide ladders of opportunity for community members by emphasizing multi-modal connections to the area's employers, social services, education, and entertainment options.

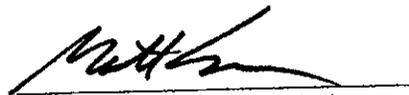
ADOPTED by the McLean County Board this 16th day of June, 2015.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the County Board
Board, McLean County, Illinois



Matt Sorensen, Chairman
McLean County Board

Member Segobiano/Owens moved the County Board Request approval of a Resolution of the McLean County Board in Support of "Tiger 2015" Discretionary Grant from the U.S. Department of Transportation (US DOT) for Bloomington Normal Public Transit System - County Administrator. Mr. Soeldner and Mr. Wasson has questions as to how long it would take to get an answer on the Grant? The answer was 90 days. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

Member Segobiano, Chair, presented the following



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Bill Wasson, County Administrator

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

Date: May 28, 2015

Subj: Request Approval of a Request to the Town of Normal for approving a site located within the Town of Normal, McLean County, Illinois to be acquired, altered and improved by the Public Building Commission of McLean County, McLean County, Illinois for a new healthcare facility and leased by said Commission to the County of McLean, Illinois.

The County entered into a Memorandum of Understanding with Chestnut Health Care for the construction of a Federally Qualified Health Center (FQHC) on County owned property located at the Fairview Park Campus of County facilities several months ago. The County has subsequently engaged the services of the Farnsworth Group, Inc. to develop a site plan and design the facility and this site plan is underway..

Pursuant to statute, the Normal Town Council is required to adopt a resolution approving the site for the Public Building Commission to construct such facility. Attached, please find a the fore mentioned document. We respectfully request approval of a request to the Town of Normal, Illinois to approve a site location for this Public Building Commission facility.

MINUTES of a _____ public meeting of the Town Council of the Town of Normal, McLean County, Illinois, held at the City Hall, 4th Floor, 11 Uptown Circle, in said Town at ____ o'clock P.M., on the ____ day of _____, 2015.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, _____, the Mayor, and the following Councilmembers at said location answered present: _____

The following Councilmembers were allowed by a majority of the members of the Town Council in accordance with and to the extent allowed by rules adopted by the Town Council to attend the meeting by video or audio conference: _____

No Councilmember was not permitted to attend the meeting by video or audio conference.

The following Councilmembers were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * *

The Mayor announced that the next item before the Town Council was the consideration of a resolution approving a site located in the Town to be acquired, altered and improved by the Public Building Commission of McLean County, McLean County, Illinois, for a new healthcare facility and leased by the Commission to The County of McLean, Illinois.

After a full and complete discussion thereof, Councilmember _____ presented and Councilmember _____ read by title a resolution as follows:

RESOLUTION approving a site located in the Town of Normal, McLean County, Illinois, to be acquired, altered and improved by the Public Building Commission of McLean County, McLean County, Illinois, for a new healthcare facility and leased by said Commission to The County of McLean, Illinois.

* * *

WHEREAS, the Public Building Commission of McLean County, McLean County, Illinois (the "*Commission*"), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "*Act*"), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities in The County of McLean, Illinois (the "*County*"); and

WHEREAS, the Commission has heretofore selected an area (the "*Site*") lying wholly within the Town of Normal, McLean County, Illinois (the "*Town*") to be acquired, altered and improved by the Commission for a new healthcare facility (the "*Project*") and leased by the Commission to the County; and

WHEREAS, the Site is more particularly described in *Exhibit A* attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 14 of the Act, the Site is subject to approval by 3/4 of the members of the Town Council of the Town (the "*Town Council*"); and

WHEREAS, the Town Council hereby determines that it is necessary and in the best interests of the Town that the Site be approved pursuant to said Section 14 of the Act:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Town Council of the Town of Normal, McLean County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Town Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Approval of Site. Pursuant to Section 14 of the Act, the Town Council hereby approves the selection by the Commission of the Site as the location to be acquired, altered and improved by the Commission for the Project and leased by the Commission to the County.

Section 3. Repealer and Effective Date. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted _____, 2015.

APPROVED:

Mayor

ATTEST:

Town Clerk

EXHIBIT A

DESCRIPTION OF THE SITE

Councilmember _____ moved and Councilmember _____ seconded the motion that said resolution as presented and read by title by the Town Clerk be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said resolution as read.

Upon the roll being called, the following Councilmembers voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and said resolution adopted by not less than 3/4 of the members of the Town Council, approved and signed the same in open meeting and directed the Town Clerk to record the same in the records of the Town Council of the Town of Normal, McLean County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Town Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting Town Clerk of the Town of Normal, McLean County, Illinois (the "Town"), and as such officer I am the custodian of the records and files of the offices of the Town in my care and custody, particularly the records of the Town Council of the Town (the "Town Council").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Town Council held on the ____ day of _____, 2015, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION approving a site located in the Town of Normal, McLean County, Illinois, to be acquired, altered and improved by the Public Building Commission of McLean County, McLean County, Illinois, for a new healthcare facility and leased by said Commission to The County of McLean, Illinois.

a true, correct and complete copy of which said resolution as adopted at said meeting appears on the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Town Council on the adoption of said resolution were taken openly; that the vote on the adoption of said resolution was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Town Council on a day other than a Saturday, Sunday or legal holiday in the State of Illinois, and at least 48 hours in advance of the holding of said meeting; that a true, correct and complete copy of said agenda as so posted is attached to this certificate as *Exhibit A*; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Illinois Municipal Code, as amended, and the Public Building Commission Act of the State of Illinois, as amended, and that the Town Council has complied with all of the applicable provisions of said Acts and said Code and its procedural rules in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Town, this ____ day of _____, 2015.

Town Clerk of the Town of Normal,
McLean County, Illinois

[SEAL]

Member Segobiano/McIntyre moved the County Board Request for Approval of a Request to the Town of Normal for approving a site located within the Town of Normal, McLean County, Illinois to be acquired, altered and improved by the Public Building Commission of McLean County, McLean County, Illinois for new healthcare facility and leased by said Commission to the County of McLean, Illinois - County Administrator. After the vote was cast Segobiano made a few comments. (refer to audio). Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE

Member Caisley, Chair, presented the following:

COVER PAGE

PROGRAM TITLE:	Illinois Family Violence Coordinating Council - Arrest Grant
AGREEMENT NUMBER:	384111
PREVIOUS AGREEMENT NUMBER(S):	383011, 384011
ESTIMATED START DATE:	03/01/2015
SOURCES OF PROGRAM FUNDING:	
OVW-Arrest FY 14 Funds:	\$ 9260.00
Matching Funds:	\$ 0
Over-Matching Funds:	\$ 0
Total:	\$ 9260.00
IMPLEMENTING AGENCY'S NAME:	McLean County
ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):	104 W. Front Street. Bloomington, IL 61701-5005
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Matt Sorensen
TITLE:	County Board Chairman
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6001569
IMPLEMENTING AGENCY'S DUNS NUMBER:	142121982
IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:	May 21, 2015
IMPLEMENTING AGENCY'S CAGE CODE:	4Y9M3
IMPLEMENTING AGENCY'S FINANCIAL OFFICER:	Michelle Anderson
TITLE:	McLean County Auditor
TELEPHONE:	309-888-5150
PROGRAM AGENCY'S NAME:	N/A
PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):	N/A
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	
TITLE:	
FISCAL CONTACT PERSON:	Michelle Anderson
AGENCY:	McLean County Auditor
TITLE:	Auditor
TELEPHONE:	309-888-5150
FAX:	309-888-5209
E-MAIL:	auditor@mcleancountyil.gov
PROGRAM CONTACT PERSON:	Gardenia Harris
TITLE:	Local Council Coordinator
TELEPHONE:	309-533-3277

FAX:	309-888-5086
E-MAIL:	eleventhfvcc@gmail.com
IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.):	Congressional District: 13 State Senate District: 44 State Representative District: 88
PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.):	Bloomington, IL 61701-5005
PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.):	Congressional District: 13 State Senate District: 44 State Representative District: 88
Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:	No
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:	No
Question 3) Are the Program Agency's top five compensated officers' compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:	No
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.	
NAME	COMPENSATION

Program Name: 11th Circuit Family Violence Coordinating Council – Arrest Grant

Implementing Agency: McLean County

Exhibit A: Program Narrative

Grant #: 384111

Performance Period: April 1, 2015 – March 31, 2016

The purpose of the local Family Violence Coordinating Council (FVCC) is to establish a forum to share and discuss information in order to promote a coordinated response to family violence in our communities. The Councils work to improve the institutional and professional response to family violence issues. The Councils engage in prevention, education, and the coordination of intervention and services for victims and perpetrators of child abuse, domestic violence, and elder abuse. A goal of the Councils is to contribute to the improvement of the legal system and the administration of justice.

Each Council is judicially led and a local fiscal agent appointed by the judge administers this annual allocation of funds. Funds are used to support a part-time Local Council Coordinator in each Council, as well as coordination of committee work, training, travel, and other related activities as determined by the Local Council Planning/Steering Committees. The Planning/Steering Committee establishes, along with the Local Council Coordinator, the Goals and Objectives for the upcoming year.

The Office on Violence against Women (OVW) Grants to Encourage Arrest and Enforcement of Orders of Protection has provided support for local councils to form a Local Planning Team; Training Team(s) on Domestic Violence, Elder Abuse/Abuse Against People with Disabilities; provide training to law enforcement, prosecution, victim services, criminal justice professionals in the Circuit. The Arrest Grant also has as a goal of training on and the adoption of model protocols for Domestic Violence (DV), Elder Abuse (EA) and Abuse Against People with Disabilities (PWD) by law enforcement and prosecution in jurisdictions in each circuit. The continuation period will allow for additional training, implementation and follow-up with local jurisdictions on the protocols.

Utilizing the model protocols, the Illinois Family Violence Coordinating Council (IFVCC) Arrest Grant Advisory Statewide Committee will develop guidelines for first responders (911/Dispatchers and Emergency Medical professionals) and court personnel (Clerks, Bailiffs, Victim/Witness Coordinators and State's Attorney's Office staff, and Probation). Guidelines and Checklists will be distributed statewide through the Local FVCCs. Providing resources and

guidelines for other associated disciplines as a method to strengthen the coordinated community response effort, and the development of these resources is included along with the ongoing implementation of the protocols. Workgroups comprised of Advisory Committee members, IFVCC staff, local coordinating councils and local FVCC members will develop and review the new resources and distribution plans. By providing these supports to the rest of the system, law enforcement and prosecutors working with victims will have a stronger network in their communities to more successfully handle these cases.

Statement of the Problem

Type responses into the grey shaded areas

Please describe the judicial circuit for this local coordinating council and target population. Include the region, county(ies) and municipality(ies) where this program will be implemented. Provide information on the racial/ethnic and nationality composition of your community's population. Indicate the source of your data (It is recommended to use U.S Census Bureau data, which can be found at www.census.gov or Illinois Criminal Justice Information Authority data, which can be found using at <http://www.icjia.org/public/sac/>

The 11th Judicial Circuit is located in central Illinois and is comprised of McLean, Livingston, Logan, Woodford, and Ford Counties. The U.S. Census Bureau reports that approximately 295,902 people reside in the 11th Judicial Circuit. Census Bureau figures indicate that 174,647 people reside in McLean County, 38,186 in Livingston County, 29,964 in Logan County, 39,273 in Woodford County, and 13,832 in Ford County.

According to the U.S. Census Bureau, the racial/ethnic composition of Circuit is predominantly white, with white residents making up 85% of the population in McLean County, 90% in Logan County, 93% in Livingston Counties, and over 97% in Woodford and Ford counties. African Americans are the second largest racial group. Approximately, African Americans represent 8% of McLean and Logan County residents, 5% of Livingston County residents, and less than 1% of Woodford and Ford County residents. The third largest group is Hispanics, who make up 5% of the McLean County population, 4% of Livingston, and 3% of Ford and Logan County Woodford and 2% of the Woodford County residents. Finally, compose Asians 5% of McLean County residents, and less than 1% of residents in the other counties.

The major municipalities in the Circuit include Bloomington, Pontiac, Lincoln, Eureka, and Paxton. The program will be implemented out of the McLean County Law & Justice Center, which is the main administrative unit of the Circuit. The McLean County Law & Justice Center is located in Bloomington, Illinois, which is the administrative center of the Circuit.

Progress Toward Goals 4/1/12 – 9/30/14

Type responses into the grey shaded areas

- A. Please discuss progress made or challenges faced (including progress in addressing them) during the Previous Grant (4/1/12 – 3/31/14) on the following Goals:

To support the OVW funded IFVCC Integrated Protocol Initiative, the 11th Circuit Family Violence Coordinating Council will:

1. Establish a circuit wide Arrest Grant Planning Committee to meet quarterly to oversee training, participation and implementation of protocols.
 - a. List members of circuit wide Arrest Grant Planning Committee.

Year 1 Model Domestic Violence Protocol Training Planning Committee

Associate Judge Family Violence Coordinating Council Chair
Circuit Court Judge Family Violence Coordinating Council Participant
FVCC Coordinator
Director of the Countering Domestic Violence Program Mid-Central Community Action/Neville House
Assistant State's Attorney/ Domestic Violence Advocate State's Attorney's Office
Domestic Violence Deputy McLean County Sheriff's Office

Year 2 Elder Abuse and Disabilities Protocol Training Planning Committee

Associate Judge Family Violence Coordinating Council Chair
Coordinator Family Violence Coordinating Council
Medical/Legal Advocate YWCA/Stepping Stones
Elder Abuse Supervisor Providing Access to Health (PATH) Elder Services
Associate Director Life-Center for Independent Living (Life-CIL)

Lt. Criminal Investigations/Vice Crimes Division Normal Police Department
Assistant State's Attorney McLean County State's Attorney's Office

b. Discuss meetings held. (# of meetings, participation, issues/challenges, successes)

<i>Committee</i>	<i>Date(s)</i>	<i>Number of Participants Per Meeting</i>	<i>Total Number of Participants</i>
Q1 - Planning	No meetings		
Q1 - DV Training Team	No meetings		
Q2 - Planning	No meetings		
Q2 - DV Training Team	No meetings		
Q3 - Planning	September 14, 2012	4	4
Q3 - DV Training Team	No meetings	0	0
Q4 - Planning	March 21, 2013	7	7
Q4 - DV Training Team	No meetings were held	0	
Q5 DV Planning	April 11, 2013	6	6
Q5-DV Training	Training rehearsals-- March 22, 2013, and June 5, 2013.	4, 4	8
Q6 DV Planning	No meetings were held	0	0
Q6 DV Training	No meetings were held	0	0
Q7 DV Training	Meetings were held in conjunction with Illinois Imagines on October 4 and December 6.	6, 10	16
Q8 DV Training	Planning meetings were held on February 4 and March 4.	8, 7	15

Q 9 DV Training	Training rehearsal was held on 4/23.	10	10
Q 10 DV Implementation	McLean County Illinois Imagines disabilities protocol implementation planning meeting.	6	6

Year 1

A Model Domestic Violence Protocol Training was held on June 20, 2013, with 16 persons in attendance. Attendees represented the following organizations: Normal Police Department (3), Eureka Police Department (1), McLean County Juvenile Detention Center (2), Ford County Sherriff's Office (2), McLean Police (2) Le Roy Police (2), Mid-Central Community Action (1), and the Woodford County State's Attorney, Greg Minger. (Quarter 4)

A second Model Domestic Violence Protocol Training was held on July 12, 2013 with 23 persons in attendance. Attendees represented the following organizations: Illinois State University Police (1), Normal Police Department (5), McLean County Juvenile Detention Center (2), Ford County Sherriff's Office (2), Le Roy Police (2), Mid-Central Community Action (1), Prairie State Legal Services (3), South Chicago Heights Police (1), Illinois Law Enforcement Training and Standards Board (ILETSB), Patrick Hahn (1), Pontiac Police (3), McLean County Sheriff (1), and Lydia's Place (1). (Quarter 5)

A third Model Domestic Violence Protocol Training was held on July 19, with 7 people in attendance. Attendees represented the following organizations: Family Visitation Center (1), Prairie State Legal Services (1), Normal Police Department (4), and the McLean County Sheriff's Office (1). (Quarter 5)

Year 2

Arrest Grant Planning Committee meetings were held on February 4, 2014 and March 4, 2014. The Planning Committee identified four dates and locations for the Illinois Model Protocol Training for "The Abuse, Neglect, and Exploitation of Older Adults and Persons with Disabilities." The Planning Committee elected to renew its partnership with the McLean Law & Justice Commission/Mobile Training Unit (MTU)-8 to implement the trainings. The MTU-8 provided registration for the training and provided a training location at no cost.

Although 4 Model Protocol Trainings were scheduled, only three trainings were held due to lack of registration. Twenty-eight family violence professionals attended the trainings.

Training 1 -- May, 7, 2014. Eight family violence professionals attended this training. They represented the following agencies: Bloomington Police Department (2), Normal Police Department (1), Le Roy Police Department (1), McLean County Sheriff's Office (1), A Domestic Violence and Sexual Assault Service (ADV/SAS) (1), Champaign Center for Women in Transition (2). (Quarter 9)

Training 2 -- May 16, 2014. Training was cancelled due to the fact that only 4 people had signed up. Three of the four participants were rescheduled to attend later trainings.

Training 3 -- May 23, 2014. Ten family violence professionals attended this training. They represented the following agencies: Countering Domestic Violence (3), A Domestic Violence and Sexual Assault Service ADV/SAS (1), AVERT (1), PATH (1), Prairie State Legal Services (1), Livingston County Support Program (1), Normal Police Department (2). (Quarter 9)

Training 3 -- May 24, 2014. Eight family violence professionals attended this training. They represented the following agencies: Prairie State Legal Services (2), Ford County Adult Protection Services (2), Normal Police Department (2), McLean County Probation (1), and McLean County Health Department (1). (Quarter 9)

11 th Circuit Arrest Grant Training Team
Law Enforcement Advocate Mid-Central Community Action
Domestic Violence Officer McLean County Sheriff's Office
DV Advocate State's Attorney's Office
11 th Circuit Council Coordinator

- Recruit a training team of at least 5 professionals, including prosecutor, law enforcement, victim services (domestic violence, sexual assault, elder abuse, services for people with disabilities), and the local council coordinator. (Sexual assault providers are not required, but can add another level of expertise, especially through their training on working with women with disabilities).

Training team(s) members (title/organization – do not include individual names) who attended Training of Trainer session in Year 1 (2012) on domestic violence; Year 2 Training of Trainer session on elder abuse and abuse of people with disabilities.

Training Team Members who Attended Year 1 Training of Training Session
Law Enforcement Advocate Mid-Central Community Action
Domestic Violence Officer McLean County Sheriff's Office

Assistant State's Attorney/ Domestic Violence Advocate State's Attorney's Office
Coordinator Family Violence Coordinating Council

Elder/People with Disabilities Training Team

Elder/People with Disabilities Training Team
Prevention Educator McLean County Young Women's Christian Association (YWCA) Stepping Stones Rape Crisis Program
Associate Director Life-Center for Independent Living (Life-CIL)
Self-Advocates (2) Life-Center for Independent Living (Life-CIL)
Elder Abuse Supervisor Providing Access to Health (PATH), Elder Services
Elder Abuse Caseworker Providing Access to Health (PATH) Elder Services
Assistant State's Attorneys (2) McLean County State's Attorney's Office
Criminal Investigations Division Detectives (2) Normal Police Department
Detective, Criminal Investigations Division Normal Police Department
Circuit Council Coordinator

Training teams will work with circuit wide Arrest Grant Planning Committee to establish and implement plan for training local jurisdictions on DV, EA, PWD protocols. Report on your progress:

Please complete following tables summarizing the number of people participating in Arrest Grant trainings.

<i>Quarter</i>	<i>Trainings Held</i>	<i>Date(s)</i>	<i>Number of Participants</i>	<i>Type of Training and Location</i>
Q1	0	N/A	N/A	
Q2	0	N/A	0	
Q3	0	N/A	0	
Q4	1	3/20/13	16	Domestic Violence Protocol Training Mobile Training Unit-8 at Heartland Community College
Q5	2	7/12/2013 7/19/2013	23 7	Domestic Violence Protocol Training Mobile Training Unit-8 at Heartland Community College, Normal, Illinois.
Q6	0	N/A	0	
Q7	0	N/A	0	
Q8	0	N/A	0	
Q9	3	5/7/2014 5/23/2014 5/24/2014	8 10 8	Elder and Persons with Disabilities Protocol Training Mobile Training Unit, Heartland Community College, Normal, Illinois.
Q10	0	N/A	0	

3. Report on the status of protocols (DV/EA/PWD) in your circuit.

County	# of Jurisdictions in County	# of jurisdictions adopting in County		
		DV Protocol	EA Protocol	PWD Protocol
McLean	12	1	0	0
Livingston	4	0	0	0
Logan	5	0	0	0
Woodford	6	0	0	0
Ford	4	0	0	0

GOALS AND OBJECTIVES FOR GRANT PERIOD 4/1/15 – 3/31/16

Type responses into the grey shaded areas

Goals are general statements of what your project hopes to accomplish. Objectives are the specific, measurable, changes you intend to bring about.

The indicators approved by the Authority will be used as the basis for the quarterly performance report form and for gauging the performance of your program.

Please fill out each blank. Additional goal(s)/objective(s) can be added in the blank table.

Goal 1 Mandatory: Convene and maintain circuit wide committee to oversee training, participation and implementation of protocols.	
Obj. 1 Four circuit--wide committee meetings will be held in which, among other items, the protocol trainings and implementation are discussed. (at least 4 meetings required)	PI 1 Meeting minutes for four meetings.

Goal 2 Mandatory: Improve the knowledge of criminal justice professional on domestic violence, elder abuse and people with disabilities protocols.	
Obj. 1 Retain a training team of at least 5 professionals, including prosecutor, law enforcement, and victim services (domestic violence, sexual assault, elder abuse, services for people with disabilities).	PI 1 List of training team members.
Obj. 2 Recruit professionals to the training team, including 911 dispatch, emergency medical services, probation and court personnel.	PI 1 List of training team members.
Obj. 3 Three domestic violence protocol trainings that will be conducted to 50 individuals.	PI 1 Training agendas and attendance/registration forms for 3 trainings.

Obj. 4. Three of elder abuse protocol trainings that will be conducted to 50 individuals.	PI 2 Training agendas and attendance/registration forms for 3 trainings.
Obj. 5. Three people with disabilities protocol trainings that will be conducted to 50 individuals.	PI 3 Training agendas and attendance/registration forms for 3 trainings.

Goal 3 _____	
Obj. 1 _____	PI 1 _____
Obj. 2 _____	PI 1 _____
Obj. 3 _____	PI 1 _____

PROGRAM STRATEGY

1. List your circuit wide committee members agencies (please do not include individual names).

Illinois Imagines of McLean County
Countering Domestic Violence Program/ Mid-Central Community Action/Neville House
Young Women's Christian Association (YWCA)/Stepping Stones
Providing Access to Health (PATH) Elder Services
Life-Center for Independent Living (Life-CIL)
Normal Police Department
McLean County State's Attorney's Office

2. Discuss the process your Council will use to recruit additional members (911 dispatch, emergency medical services, probation and court personnel) to the local training team.

During the regular Council meetings, the Coordinator and Chairperson will ask Council members to identify persons who have demonstrated knowledge and sensitivity toward persons experiencing domestic violence, persons with disabilities, and elderly person.

After those individuals have been identified, the Coordinator and Chairperson will draft a recruitment letter to distribute to the chief administrators of all 911 dispatch, emergency medical services, probation, and court personnel agencies located in the 11th Circuit. This letter will describe the goals of the Arrest Grant, the benefits to the agency and the community for participating in the project, as well as team members' role and duties throughout the project. In the letter, the chief administrators will be asked to identify and approach either the individual(s) identified by the Council or a person of their choice regarding participation on the project. The Coordinator or the Council Chairperson will follow up with administrators regarding the progress.

3. Describe the process of integrating or training new members on the local training team. Discuss anticipated barriers to implementation and how you expect to overcome the barriers.

After the training team is fully formed, the Coordinator will visit each new team member to familiarize them with the past phases and activities of the project, as well as the upcoming phases. Each new team member will be provided with an informational folder containing the highlights of past reports describing previous team members, trainings, etc. Following the individual meetings, the Coordinator will hold an orientation session to introduce all team members to each other and to explain the purpose and structure of the grant. All team members will be provided with an informational packet describing the upcoming phases of the project.

I do not anticipate any barriers to implementing new local training team members, since

persons in the Circuit are generally familiar with each other and have worked together successfully in the past.

4. Describe your plan to follow-up with jurisdictions which have been trained and/or have adopted protocols to insure that protocols are implemented.

- 5.

The Coordinator will contact heads of jurisdictions by phone and/or make in-person visits to monitor their progress and provide technical assistance. Members of the planning team will also be used as training resources for their professional counterparts throughout the Circuit.

IMPLEMENTATION SCHEDULE

The implementation schedule should be used as a planning tool for the program. It should spell out each major step to be undertaken in implementing this program. The implementation schedule will be used to measure the program's progress. Strict adherence to it will be expected unless the Authority is advised of problems which necessitate revision of the schedule. Therefore, it is in your best interest to prepare an implementation schedule that is realistic, detailed and thorough.

<u>Task</u>	<u>Date(s)</u>	<u>Person(s) Responsible</u>
<u>Arrest Grant Planning Committee</u>	6/1/2015	Council Chair; Council Coordinator
<u>Protocol Training Team Development</u>	7/15/2015	Council Chair, Coordinator
<u>Training on Domestic Violence Protocol</u>	9//1/2016	Coordinator
<u>Training on Elder Abuse/Abuse Against People with Disabilities Protocol</u>	9/1/2016	Coordinator
<u>Follow-up with jurisdictions which have been trained and/or have adopted protocols.</u>	1/30/2017	Coordinator

Attachment 2

Job Description

Local Council Coordinator (LCC)

The LCC is a part time position that reports to the Chief Judge, or judicial designee, of the judicial circuit. The LCC provides administrative assistance for the local family violence coordinating council (FVCC); mobilizes resources to efficiently address the council's needs and programs; assists local council in creating realistic approaches to complex issues; works with the FVCC to identify, develop, and analyze work plans regarding the multi-faceted issues of family violence (child abuse, partner abuse, elder abuse); networks and communicates with other FVCCs and the Illinois Family Violence Coordinating Councils (IFVCC).

Specific Responsibilities:

- Provide staff support to the Chief Judge including establishing and maintaining a relationship in order to educate and update the judge on issues of the FVCC (for example, forwarding committee meeting summaries and agendas).
- Attend and provide staff support for all council committees, including meeting summaries, developing agendas, and communication with committee members. Attendance may include travel throughout the circuit.
- Attend IFVCC meetings including local coordinator meetings and semi-annual full council meetings.
- Attend local, regional, and state trainings, as appropriate.
- Represent the FVCC at community events, council and co-sponsored meetings/trainings as appropriate.
- Represent the local council's concerns to the IFVCC. Establish and maintain relationship with the IFVCC State Council Coordinator.
- Establish and maintain relationship with local state Senators and Representatives to provide information on council activities.

Administrative:

- Maintain up-to-date membership and contact/resource lists of council members.
- Produce and distribute summaries of council meetings, meeting announcements, agendas and handouts to appropriate council members.
- Submit program progress reports, fiscal reports and grant renewals to the IFVCC, by the established deadlines.

- Establish and maintain relationship with local fiscal agent.
- When applicable, maintain inventory of state equipment.
- Maintain and update council fact sheet.

Committee Work:

- Work with committee chairs to ensure the development of committee meetings and trainings including agendas, minutes and announcements as needed.
- Gather, reproduce, and disseminate materials to the council re: local, state and national programs and current issues involving family violence.
- Serve as a resource to the council for local and state contacts re: training topics, leadership training, recognition programs, best practices, etc.
- Assist local council in evaluation of the council's efforts including development and monitoring of committee work plans.
- Establish and maintain relationships with outside agencies.

Knowledge, Skills, and Abilities:

- Leadership including building relationships and motivating others.
- Organization including ability to prioritize projects and duties.
- Decision making and follow through.
- Ability to work on your own, self-motivator and self-starter.
- Knowledge of or desire to learn about family violence.

Local Council Coordinators cannot be involved in discussions of or consult on specific cases. LCCs follow the same guidelines as judges in regards to discussion of cases, fundraising, etc.

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean, hereinafter referred to as the "Implementing Agency," with its principal offices at the 104 W. Front Street, Bloomington, Illinois 61701-5005, for implementation of the Family Violence Coordinating Councils – Arrest Grant Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Violence Against Women Act of 1994 and enters into interagency agreements with state agencies, units of local government and nonprofit, nongovernmental victim service programs for the use of these federal funds; and

WHEREAS, pursuant to the Arrest Program statute, the Implementing Agency shall implement a program in one of the following purpose areas:

- Implement pro-arrest programs and policies in police departments, including policies for protection order violations;
- Develop policies, educational programs, protection order registries, and training in police departments to improve tracking of cases involving sexual assault, domestic violence, dating violence, and stalking. Policies, educational programs, protection order registries, and training described in the application shall incorporate confidentiality, and privacy protections for victims of sexual assault, domestic violence, dating violence, and stalking;
- Centralize and coordinate police enforcement, prosecution, or judicial responsibility for sexual assault, domestic violence, dating violence, and stalking cases in teams or units of police officers, prosecutors, parole and probation officers, or judges;
- Coordinate computer tracking systems to ensure communication between police, prosecutors, parole and probation officers, and both criminal and family courts;
- Strengthen legal advocacy service programs for victims of sexual assault, domestic violence, dating violence, and stalking, including strengthening assistance to such victims in immigration matters;
- Educate judges in criminal and civil courts (including juvenile courts) about sexual assault, domestic violence, dating violence, and stalking and improve judicial handling of such cases;
- Provide technical assistance and computer and other equipment to police departments, prosecutors, courts, and Tribal jurisdictions to facilitate the widespread enforcement of protection orders, including interstate enforcement, enforcement between States and Tribal jurisdictions, and enforcement between Tribal jurisdictions;

- Develop or strengthen policies and training for police, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of sexual assault and domestic violence against older individuals and individuals with disabilities;
- Develop State, Tribal, Territorial, or local policies, procedures, and protocols for preventing dual arrests and prosecutions in cases of sexual assault, domestic violence, dating violence, and stalking, and develop effective methods for identifying the pattern and history of abuse that indicates which party is the actual perpetrator of abuse;
- Plan, develop and establish comprehensive victim service and support centers, such as family justice centers, designed to bring together victim advocates from non-profit, nongovernmental victim services organizations, law enforcement officers, prosecutors, probation officers, governmental victim assistants, forensic medical professionals, civil legal attorneys, chaplains, legal advocates, representatives from community-based organizations and other relevant public or private agencies or organizations into one centralized location, in order to improve safety, access to services, and confidentiality for victims and families;
- Develop and implement policies and training for police, prosecutors, probation, and parole officers, and the judiciary in recognizing, investigating, and prosecuting instances of sexual assault, with an emphasis on recognizing the threat to the community for repeat crime perpetration by such individuals;
- Develop, enhance and maintain protection order registries; and
- Develop human immunodeficiency virus (HIV) testing programs for sexual assault perpetrators and notification and counseling protocols.

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the above-listed purpose areas.

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies issues related to combatting violent crimes against women and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from April 1, 2015 through March 31, 2016.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$9,260.00, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and may be required to submit supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 5. NON-SUPPLANTATION

The Implementing Agency certifies that VAWA funds (Federal and match) will not be used to supplant (replace) State or local funds. VAWA funds must increase the amount that would otherwise be available to the Implementing Agency for the types of activities eligible for funding under the Violence Against Women Act of 1994.

SECTION 6. FUNDING ELIGIBILITY REQUIREMENTS

The Implementing Agency certifies that it shall develop plans for implementation of the program described in Exhibit A, and shall consult and coordinate with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence victim services programs.

The Implementing Agency acknowledges that to be eligible to receive Violence Against Women Act funding for victim services programs, it shall adhere to the following criteria:

- Victim services programs must, as one of their primary purposes, provide services to victims of domestic violence, sexual assault, dating violence, or stalking.
- Victim services programs must reflect (e.g., through mission statements, training for all staff) an understanding that the violence perpetrated against victims is grounded in an abuse of power by offenders, reinforced through intimidation and coercion.
- Victim services programs must address a demonstrated need in their communities by providing services that promote the integrity and self sufficiency of victims, improve their access to resources, and create options for victims seeking safety from perpetrator violence.
- Victim services programs must not engage in activities that compromise victim safety.
- Victim services programs must consult and coordinate with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence victim services programs.

SECTION 7. PROGRAM DESCRIPTION, BUDGET, EXHIBITS AND AMENDMENTS

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

SECTION 8. OBLIGATIONAL LIMITATION – AVAILABILITY OF APPROPRIATION

This agreement is contingent upon and subject to the availability of funds. The Authority, at its sole option, may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Authority's funding by reserving some or all of the Authority's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Authority determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Implementing Entity will be notified in writing of the failure of appropriation or of a reduction or decrease.

SECTION 9. PROGRAM INCOME

All income generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Violence Against Women Act of 1994. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 10. REPORTING AND EVALUATION REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter; and
- any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to cooperate with Authority or federally funded assessments, evaluations, or information or data collection requests. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 11. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records that document activity reported to the Authority pursuant to this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

The recipient understands and agrees that grant funds may be frozen if the recipient does not respond in a timely fashion to requests to address audit findings and financial or programmatic monitoring findings.

SECTION 12. CLOSEOUT REQUIREMENTS

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Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds; and (e) other documents required by the Authority.

SECTION 13. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period. Further, Implementing Agency understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues from OMB Circular A-133 audits (and any other audits of Office of Justice Programs (OJP) grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide and the OVW Financial Grants Management Guide..

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in this agreement and all other program activity.

The Authority, Illinois Auditor General, and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 14. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.

- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All procurements over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance. In addition, the Implementing Agency shall notify and submit for approval to the Authority any other relevant procurement documents including but not limited to Request For Information (RFI).

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

SECTION 15. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 16. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts funded under this agreement, or any funds due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 17. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 18. EQUIPMENT AND COMMODITY REQUIREMENTS

Equipment and commodities acquired by the Implementing Agency with grant funds shall be used for purposes of the program described in Exhibit A only. The Implementing Agency may retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Authority grant funds, but such determinations as to retention are within the sole discretion of the Authority. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority if the Implementing Agency fails to employ an adequate property management system governing the use, protection, and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for grant funded equipment and commodities as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

To the greatest extent practicable, all equipment and commodities purchased with federal and matching funds should be American-made.

SECTION 19. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose

that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 20. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3711 et seq.), as amended, Violence Against Women Act of 1994 (P.L. 103-322), the Violence Against Women Act of 2000 (P.L. 106-386), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113-4), Office on Violence Against Women implementing regulations (28 CFR part 90), the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), and Violence Against Women Formula Grants Program Fiscal Year 2014 Application and Program Guidelines.
- Office on Violence Against Women (OVW) Financial Grants Management Guide (current edition), Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), Authority Federal Grant Financial Guidelines, and the rules of the Authority (20 Ill. Adm. Code 1520).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 et seq.

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*Implementing Agency County of McLean
Program Name Family Violence Coordinating Councils – Arrest Grant
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- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 21. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in this agreement.

The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity

is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

None of the following activities will be conducted with grant funds:

- New construction.
- Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OVW, the Implementing Agency shall cooperate with OVW in any preparation by OVW of a national or program environmental assessment of that funded program or activity.

SECTION 22. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and the Office on Violence Against Women (OVW) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVW in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVW in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

SECTION 23. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the Implementing Agency has 50 or more employees, is receiving a grant more than \$25,000 or more under the Omnibus Crime Control and Safe Streets Act, and has a service population with a minority representation of 3 percent or more, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women. The plan shall be approved by the Office for Civil Rights.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification shall indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency acknowledges that failure to submit an acceptable EEO Plan, if required by this section, is a violation of this agreement and may result in suspension or termination of funding, until such time the Implementing Agency is in compliance.

SECTION 24. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement based on actual or perceived race, color, national origin, age, religion, sex, disability, sexual orientation, or gender identity. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National

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Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et seq.;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, G; and I
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs. The Implementing Agency agrees to complete a Civil Rights Compliance Certification form certifying that it has or has not had a finding of discrimination within the past three (3) years. The Implementing Agency agrees to require the Program Agency to complete a Civil Rights Compliance Certification.

SECTION 25. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

The Office on Violence Against Women may issue additional confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of Violence Against Women Act (VAWA) funds. The Implementing

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Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

The Implementing Agency agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

SECTION 26. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

SECTION 27. LOBBYING CERTIFICATION

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. No funds under this grant may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

Funds may be to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault and stalking as defined in 42 USC § 13925(a).

The Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979; or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 29. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or

violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 30. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 31. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 32. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 33. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

SECTION 34. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office on Violence Against Women, pursuant to 28 CFR § 66.34, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for government purposes, (a) the work or the copyright to any work developed under this agreement and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

The Implementing Agency, subgrantee, or contractor must seek permission from the Authority and comply with all conditions specified by the Authority prior to the using award funds to purchase ownership or a license to use any copyrighted work or incorporating any copyrighted work into new work developed under this award. It is the responsibility of the Implementing Agency to ensure that conditions listed in this section are included any subcontract entered into under this award.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 35. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing

projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 36. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing. If the publication is outside the scope the program or may compromise victim safety, then it must be revised or grant funds cannot be used to support the printing or distribution of the materials.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication, that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2014-WE-AX-0025, awarded by the Office on Violence Against Women, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. The opinions, findings, conclusions, and recommendations expresses in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice, Office on Violence Against Women, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

SECTION 37. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Updated January 30, 2015

Federal and State Grants Unit

Taxpayer Identification Number: 376001569
Social Security Number

or

Employer Identification Number

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or healthcare services | <input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services |
| <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> Non-profit Corporation/ Tax Exempt |
| <input type="checkbox"/> Non-profit Corporation/ Non-Tax Exempt | <input type="checkbox"/> Other (Specify) _____ |

(Implementing Agency marking non-profit corporation/ tax exempt shall supply the Authority with a copy of their affirmation letter showing their 501(c)(3) status.)

SECTION 38. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.590 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman Formula Grant Program (2014-WE-AX-0025)
- Grant Award Year: Federal Fiscal Year 2014

SECTION 39. TRANSPARENCY ACT COMPLIANCE

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Updated January 30, 2015
Federal and State Grants Unit

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 142121982

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

The Implementing Agency's SAM registration is valid until: 5/21/2015

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code: 4Y9M3

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with SAM. The acquisition of a DUNS number and registration with SAM database is not required of subgrantees and contractors who are individuals.

SECTION 40. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 41. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 42. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 43. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

SECTION 44. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 45. REPORTING GRANT IRREGULARITIES

The Implementing Agency shall promptly notify the Authority through their Grant Monitor when an allegation is made, or the Implementing Agency otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

The Implementing Agency shall inform any sub-recipient of the Authority's grant funds that the sub-recipient is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority's policy to any sub-recipient. A copy of the Authority's policy is available on the web at <http://www.icija.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the Implementing Agency's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency's director. The Implementing Agency, in

turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 46. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General
U.S. Department of Justice
Investigation Division
950 Pennsylvania Ave, N.W. Room 4706
Washington, D.C. 20530

E-mail: oig.hotline@usdoj.gov Phone: 1-800-869-4499 Fax: (202) 616-9881

Website: <http://www.usdoj.gov/oig/>

SECTION 47. USE OF FUNDS

Implementing Agency certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

SECTION 48. PROHIBITED USE OF FUNDS

The Implementing Agency agrees that no funds will be used to support any of the following:

- The purchase of law enforcement equipment, including uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.
- Activities that compromise victim safety and recovery, such as: policies and that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); or the placement of perpetrators in anger management programs.
- Prevention activities (e.g., outreach to elementary and secondary schools, implementation of educational programs regarding domestic and dating violence intervention, and public awareness campaigns). However, grant funds may be used to provide outreach regarding the specific services offered under this program.

SECTION 49. TEXT-MESSAGING WHILE DRIVING

The Authority encourages the Implementing Agency to adopt and enforce policies banning employees of the Implementing Agency or Program Agency and contractors or subcontractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

SECTION 50. ASSOCIATION OF COMMUNITY ORGANIZATIONS OF REFORM NOW

The Implementing Agency understands and agrees that no funds will be contracted or subawarded to the Association of Community Organization of Reform Now (ACORN) or its subsidiaries without prior approval of the Authority.

SECTION 51. HIGH-RISK GRANTEES

Implementing agency agrees to comply with any additional requirements that may be imposed during the grant performance period if the Authority determines that recipient is a high-risk grantee pursuant to 28 C.F.R. parts 66, 70.

SECTION 52. CONFERENCES AND TRAINING MATERIALS

The Implementing Agency agrees that any training or training materials developed under this award shall adhere to the OVW Training Guiding Principles for Grantees and Subgrantees available at www.usdoj.gov/grantees.html.

The Implementing Agency agrees to comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training and other events. Information on pertinent laws, regulations, policies and guidance is available at www.usdoj.gov/grantees.html.

SECTION 53. DUPLICATION OF FUNDING

The Implementing Agency agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this VAWA award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this VAWA award, the Implementing Agency will promptly notify, in writing, the Authority.

SECTION 54. RELIGIOUS AND MORAL BELIEFS OF STUDENTS

The Implementing Agency understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

SECTION 55. COMPUTER NETWORK

The Implementing Agency understands and agrees that no award funds shall be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography. Nothing in this section limits the use of funds for any Federal, State, tribal, or local law enforcement agency of any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SECTION 56. MISUSE OF FUNDS

The Implementing Agency understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

SECTION 57. ORIENTATION SEMINAR

First-time grantees agree to send key staff members to the OVW grantee orientation seminar. Additionally, if there is a change in the project director/coordinator during the grant period, the grantee agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an OVW grantee orientation seminar.

SECTION 57.2 CRIMINAL CONVICTIONS

The Implementing Agency certifies that its own and its sub-grantees' and its sub-contractors' board members,

executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The Implementing Agency shall notify the Authority if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

SECTION 57.4. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDING

The Implementing Agency certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705) or an Involuntary Withholding by the State of Illinois or any other state. The Implementing Agency also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years. The Implementing Agency shall notify the Authority if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or any other state, or has been subject to an Involuntary Withholding by the State of Illinois or any other state within the past five (5) years. If the Implementing Agency is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject to an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, the Authority may terminate this agreement at the Authority's discretion.

SECTION 57.6. TIME KEEPING

The Implementing Agency shall, in furtherance of its performance of all aspects of the program description and budget as set forth in Exhibit A and Exhibit B, maintain time keeping records for all grant-funded personnel as follows:

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the Implementing Agency's time keeping procedures. The time keeping procedures must be approved by the Authority.
2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain timesheets for these employees. The timesheets must:
 - ✦ Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
 - ✦ Account for the total activity for which each employee is compensated;
 - ✦ Be prepared monthly and coincide with one or more pay periods; and
 - ✦ Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

*Implementing Agency County of McLean
Program Name Family Violence Coordinating Councils – Arrest Grant
Agreement #384111*

Within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by the Authority. Signed timesheets shall be made available for inspection during site visits, and upon request as part of the Authority's monitoring and oversight responsibilities.

SECTION 58. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

John Malki
Executive Director
Illinois Criminal Justice Information Authority

Date

I, Matt Sorensen, County Board Chairman, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #384111 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #384111, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Matt Sorensen
County Board Chairman
County of McLean

Date

I, Michelle Anderson, McLean County Auditor, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #384111 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #384111, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Michelle Anderson
McLean County Auditor
County of McLean

Date

**EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING**

Implementing Agency:
Agreement #:

<u>SOURCE</u>		<u>AMOUNT</u>
Federal/State Amount: VAWA OVW- Arrest FFY 2014	Subtotal:	\$9,260
Match:	Subtotal:	\$0
Over Match:	Subtotal:	\$0
GRAND TOTAL		\$9,260

EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal/State Amount	Match Contribution	Total Cost
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
TOTAL EQUIPMENT COST				\$ -	\$ -	\$ -

* For Equipment Budgets over \$5000, the Authority must be notified prior to the disposal of any equipment.

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

(See Attached Budget Instructions)

Budget & Budget Narrative

0

Agreement#

384111

Item	Cost / Month	# of Months	Federal/ State Amount	Match Contribution	Total Cost
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.

(See Attached Budget Instructions)

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal/ State Amount	Match Contribution	Total Cost
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare	\$ -			\$ -	\$ -	\$ -
PerDiem	\$ -			\$ -	\$ -	\$ -
Lodging	\$ -			\$ -	\$ -	\$ -
Other (Specify)	\$ -			\$ -	\$ -	\$ -
* State rate is calculated at \$.56/mile. If agency rate is lower use that lower rate.						
** Out of State Travel requires prior Authority approval.						
Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.				TOTAL TRAVEL COST	\$ -	\$ -

(See Attached Budget Instructions)

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal/State Amount	Match Contribution	Total Cost
	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Other: (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
Coordinator's salary		\$ 24.00	20		\$ 6,260.00	\$ -	\$ 6,260.00
Victim's Services Stipends		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ 3,000.00	\$ -	\$ 3,000.00
TOTAL CONTRACTUAL COST					\$ 9,260.00	\$ -	\$ 9,260.00

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.
 (See Attached Budget Instructions)

Coordinator's salary--5 hours per week X 52 weeks X approx. \$24.00 per hour = \$6,260. The Grant Coordinator is a part time position, working approximately 5 hours per week. Coordinator provides administrative assistance as well as mobilizes resources to efficiently address the grants needs and programs. Coordinator works with the Steering and Training Committee to identify, develop and analyze work plans to meet the goals of the grant. Coordinator will also communicate with the Family Violence Coordinating Council collaborating on providing educational trainings that address all aspects of family violence and the protocols related to them. Responsibilities of the Coordinator will also be to complete all program and fiscal reports in required timeline.

Stipends for Victims Services Providers= \$3,000.00

Mid-Central Community Action/Countering Domestic Violence --\$1,000 for Participation on the Arrest Grant Planning Team and Training Team. The planning team member will spend 11 hours on planning and the training team member will spend 29 hours on training. Total hours = 40 X \$25 = \$1,000.

Life-Center for Independent Living--\$1,000 for Participation on the Arrest Grant Planning Team and Training Team. The planning team member will spend 11

hours on planning and the training team member will spend 29 hours training. Total hours = $40 \times \$25 = \$1,000$.

Providing Access to Health (PATH)-- \$1,000 for Participation on the Arrest Grant Planning Team and the Training Team. The planning team member will spend 11 hours on planning and the training team member will spend 29 hours on training. Total hours = $40 \times \$25 = \$1,000$.

	Federal/State Amount	Match Contribution	Total Cost
GRAND TOTAL			
PERSONNEL SERVICES	\$ -	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ 9,260.00	\$ -	\$ 9,260.00
TOTAL COST	\$ 9,260.00	\$ -	\$ 9,260.00

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement # 0

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$0.00
TOTAL RATED FRINGE BENEFITS	\$0
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$0.00
Number of grant-funded FTE (full-time equivalent) positions receiving Flat Rate Fringe Benefits. (Please use figure from cell F-11 of Budget Detail)*	0.00
FLAT RATE FRINGE BENEFITS	\$0
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$0

*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

Member Caisley/Cavallini moved the County Board Request approval of Illinois Criminal Justice Information Authority (ICIJA) Arrest Grant for the Eleventh Judicial Circuit Family Violence Coordinating Council. - Court Administrator, Circuit Court. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Member Caisley, Chair, presented the following

***Memorandum of Agreement
Between McLean County and the
McLean County Bar Association for
Administrative and Clerical Services***

The following agreement is entered into between McLean County (County) and the McLean County Bar Association, an Illinois not-for-profit corporation (Bar Association):

1. Since FY 2006, McLean County has employed a legal assistant in the legal self-help center within the McLean County Law Library, referred to as the "Navigator" , and since 2008, that position has also provided clerical and administrative assistance to the McLean County Bar Association per written agreement of the parties.
2. Effective July 1, 2015, the McLean County Bar Association, through the office of the President of the Bar, or his/her designee, may request the Navigator provide clerical or administrative assistance to the Bar Association for 7.5 hours per week. The nature of the work shall be in the sole discretion of the Bar Association or its representative. These duties shall include, but shall not be necessarily limited to, bookkeeping, membership records maintenance, records upkeep, correspondence and contact with the public, and other duties as assigned by the Bar Association.
3. The Bar Association shall be responsible for providing any additional equipment or resources (unless said resources are nominal in comparison to the current work of the Navigator) for the completion of the tasks assigned within #2 above.
4. Any review of the performance of the Navigator for the tasks outlined in #2 above shall be in the sole discretion of the Bar Association, but any disciplinary measures or complaints regarding the performance of the Navigator shall be the responsibility of the supervising judge for the Law Library or their designee.
5. On a quarterly basis during the remainder of the County FY 2015 and in County FY 2016, the Bar Association shall reimburse the County for the additional cost of the administrative and clerical services provided by the Navigator for the previous quarter. For FY 2015, those payments shall be as follows:

September 30, 2015:	\$1395.00
December 31, 2015:	1395.00
Total (FY 2015):	\$2790.00

For FY 2016, those payments shall be as follows:

March 31, 2016	\$1395.00
June 30, 2016	1395.00
September 30, 2016	1395.00
December 31, 2016	1395.00
Total (FY 2016)	\$ 5580.00

Payments for each quarter shall be remitted to the McLean County Treasurer within 21 days of the dates listed above to the following address:

McLean County Treasurer
Government Center RM 105
115 E. Washington
P.O. Box 2400
Bloomington, IL 61701

6. On January 15, 2017, and on January 15 of any subsequent year this agreement is in effect, the Law Library, through the office of the supervising judge of the Law Library, shall provide the Bar Association President an estimate of quarterly payments for the current fiscal year, unless the payments remain unchanged from the previous fiscal year.
7. This agreement may be terminated by either party with 30 days notice, in writing, to the Resident Circuit Judge and/or Bar Association President. Any element of this agreement may be renegotiated on an annual basis with 30 days written notice to the other party.
8. The hiring and/or termination of the Navigator shall be determined by the Supervising Judge of the Law Library and Circuit Court as appropriate. The funding of the Navigator position, except as outlined above, shall be at the discretion of the McLean County and the McLean County Circuit Court.

This agreement shall be effective on July 1, 2015.

Dated _____.

Matt Sorensen, Chair
McLean County Board

Kevin P. Fitzgerald, Chief Judge
Eleventh Judicial Circuit

Attested by: Kathy Michael
Clerk of the County Board
McLean County, IL

Eitan Weltman, President
McLean County Bar Association

Member Caisley/Schafer moved the County Board Request the approval of amended agreement between McLean County and the McLean County Bar Association updating hourly rate of pay and amount of clerical services provided. - Court Administrator, Circuit Court. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

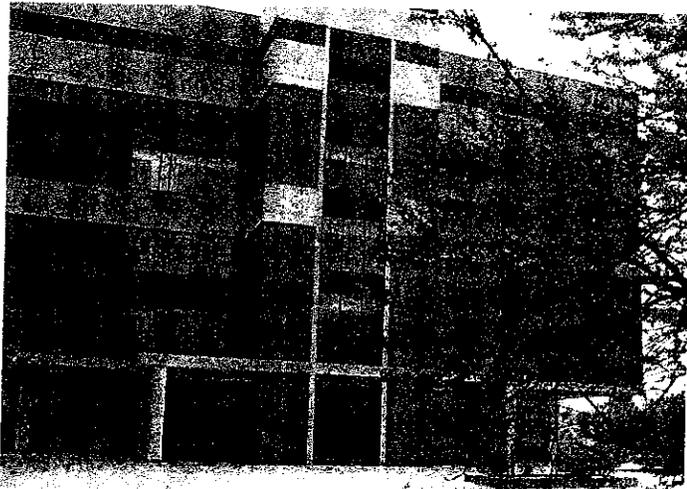
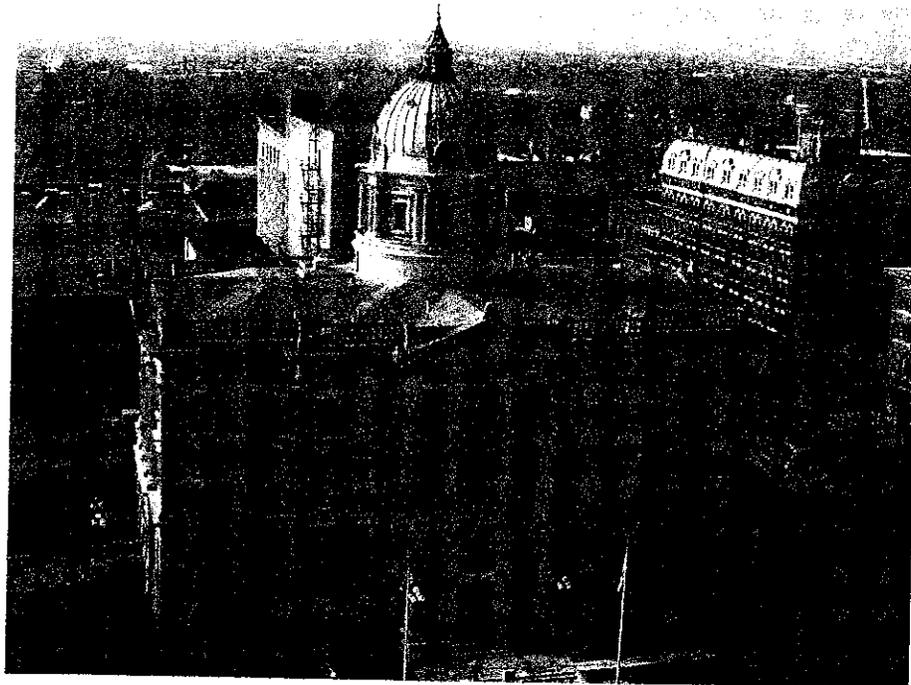
FINANCE COMMITTEE

Member Owens, Chair, presented the following:

County of McLean, Illinois

Popular Annual Financial Report

For the Fiscal Year Ended December 31, 2014



Submitted by:

Michelle L. Anderson,

McLean County Auditor

County of McLean, Illinois
POPULAR ANNUAL FINANCIAL REPORT
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December 31, 2014

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Michelle L. Anderson

COUNTY AUDITOR

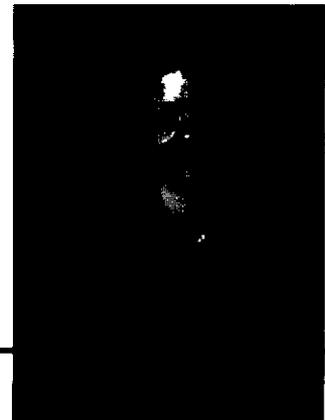
Government Center

115 E. Washington Street, Room 402, Bloomington, Illinois 61701

(309) 888-5150 Fax (309) 888-5209

michelle.anderson@mcleancountyil.gov

www.mcleancountyil.gov/auditor



To the residents of McLean County:

For the fourth consecutive year, I am pleased to present McLean County's Popular Annual Financial Report (PAFR) for the fiscal year ended December 31, 2014, prepared by the Auditor's Office. This report provides a summary of the County's revenue, spending, and financial condition. The report also includes supplementary information on local economic conditions, major accomplishments by the County government, and other reference information for your usage in contacting your Board Members or individual County departments. My goal in producing this report is to communicate the County's financial operations in a straightforward and easy-to-read format so that you may obtain a better understanding of McLean County government.

The information in this report is derived from McLean County's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended December 31, 2014, which was audited by Baker Tilly and received an unqualified (clean) opinion. The CAFR is a highly detailed financial report that is prepared in conformity with Generally Accepted Accounting Principles (GAAP). McLean County has received GFOA's Certificate of Achievement in Financial Reporting for the CAFR for 29 consecutive years. The financial schedules presented in the PAFR have been summarized and combined from assorted financial statements in the CAFR. The PAFR omits the financial statements on discretely presented component units and fiduciary funds, which are included in the CAFR. Anyone who is interested in reading the December 31, 2014 CAFR can find the report under the [Financial Reports](#) link on the County Auditor's website at www.mcleancountyil.gov/auditor. Copies of prior year CAFRs, PAFR, and Quarterly Financial Reports are also available through the link.

REPORT SUMMARY

This report is for your use in understanding the operations of McLean County government and is not intended to replace the CAFR. It is simply a means of increasing public confidence in the County government. It is an honor to serve as your Auditor and I encourage questions, concerns, or feedback as to the contents of this report or the operations of my office. Feel free to contact me at my office—309.888.5150, by e-mail michelle.anderson@mcleancountyil.gov, or by stopping in at my office in the Government Center—Room 402.

Respectfully submitted,

Michelle L. Anderson

McLean County Auditor

June 30, 2015

The Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to McLean County, Illinois for its Popular Annual Financial Report for the fiscal year ended December 31, 2013. The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports.

In order to receive an Award for Outstanding Achievement in Popular Annual Financial Reporting, a government unit must publish a Popular Annual Financial Report, whose contents conform to program standards of creativity, presentation, understandability and reader appeal.

An award for Outstanding Achievement in Popular Annual Financial Reporting is valid for a period of one year only. McLean County, Illinois has received a Popular Award for the last three consecutive years. We believe our current report continues to conform to the Popular Annual Financial Reporting requirements, and we are submitting it to the GFOA.



Government Finance Officers Association

Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

**County of McLean
Illinois**

For its Annual
Financial Report
for the Fiscal Year Ended

December 31, 2013

A handwritten signature in black ink, appearing to read 'Jeffrey P. Blum'.

Executive Director/CEO

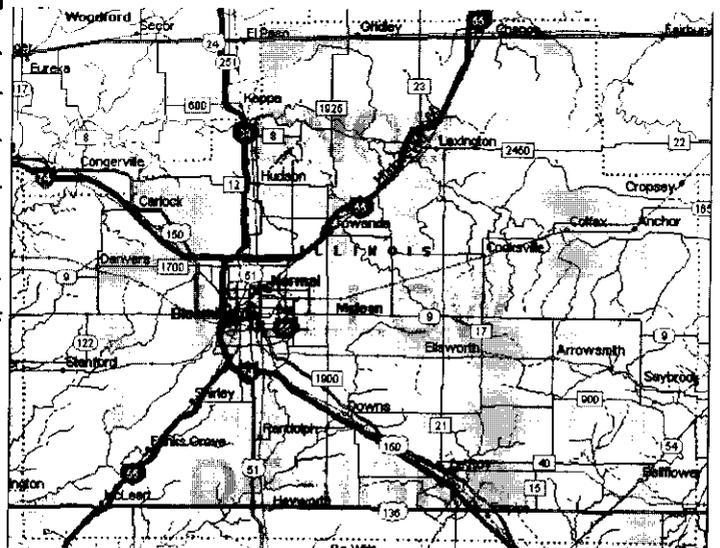
Profile of McLean County, Illinois

McLean County is located in central Illinois, situated very near the geographical center of the State of Illinois. In area, McLean County is the largest County in the State, comprising just over 1,100 square miles, making it similar in size to the State of Rhode Island in total land. McLean County recorded a population of 169,832 in the 2010 Census, making it one of the largest 15 counties in Illinois (out of 102). McLean County's highest concentration of population are the twin cities of Bloomington-Normal, with Bloomington serving as the County seat. McLean County was established on December 25, 1830, and was named in honor of John McLean, a twice elected United States Senator from Illinois. Before being established, it was part of Tazewell County.

The County operates under the County Board form of government according to the mandates of the State of Illinois, in addition to the eight independently elected County officials. The Board is comprised of a 20-member board, two representatives being elected from each of ten districts, and serving four-year terms. The Board is both the legislative policy maker and the supervisor of County Administration. The County Administrator is the chief administrative officer and prepares and recommends the annual budget, implements policies and procedures, manages daily operations, and oversees appointed departmental directors. The eight independently elected County officials are the Auditor, Clerk of the Circuit Court, Coroner, County Clerk/Recorder, Sheriff, State's Attorney, Regional Superintendent of Education, and Treasurer. The Regional Superintendent of Education is a component unit of the State of Illinois, as such, their financial information is not presented in this report. Elected officials serve four year terms.

The County provides a full range of services. This includes administration of justice and public safety, including the operation of a 221 bed adult detention facility and 26 bed juvenile detention facility, construction and maintenance of 368 miles of County roads and 88 bridges, administration of public health services and programs, operation of a 150 bed Nursing Home, operation of a 2,200 acre recreation area, collection of taxes for over 200 taxing districts, administration of elections, and general administrative services. For additional information about County departments and the vital services that the County provides for its citizens and businesses, visit the County's website at <http://www.mcleancountyil.gov>. McLean County operates with just over 800 full-time equivalent employees, with roughly half of those being employed within a public safety function. McLean County's assessed value of taxable property was \$4,057,232,937 for 2014.

Major accomplishments for McLean County in 2014 can be found on page 12.

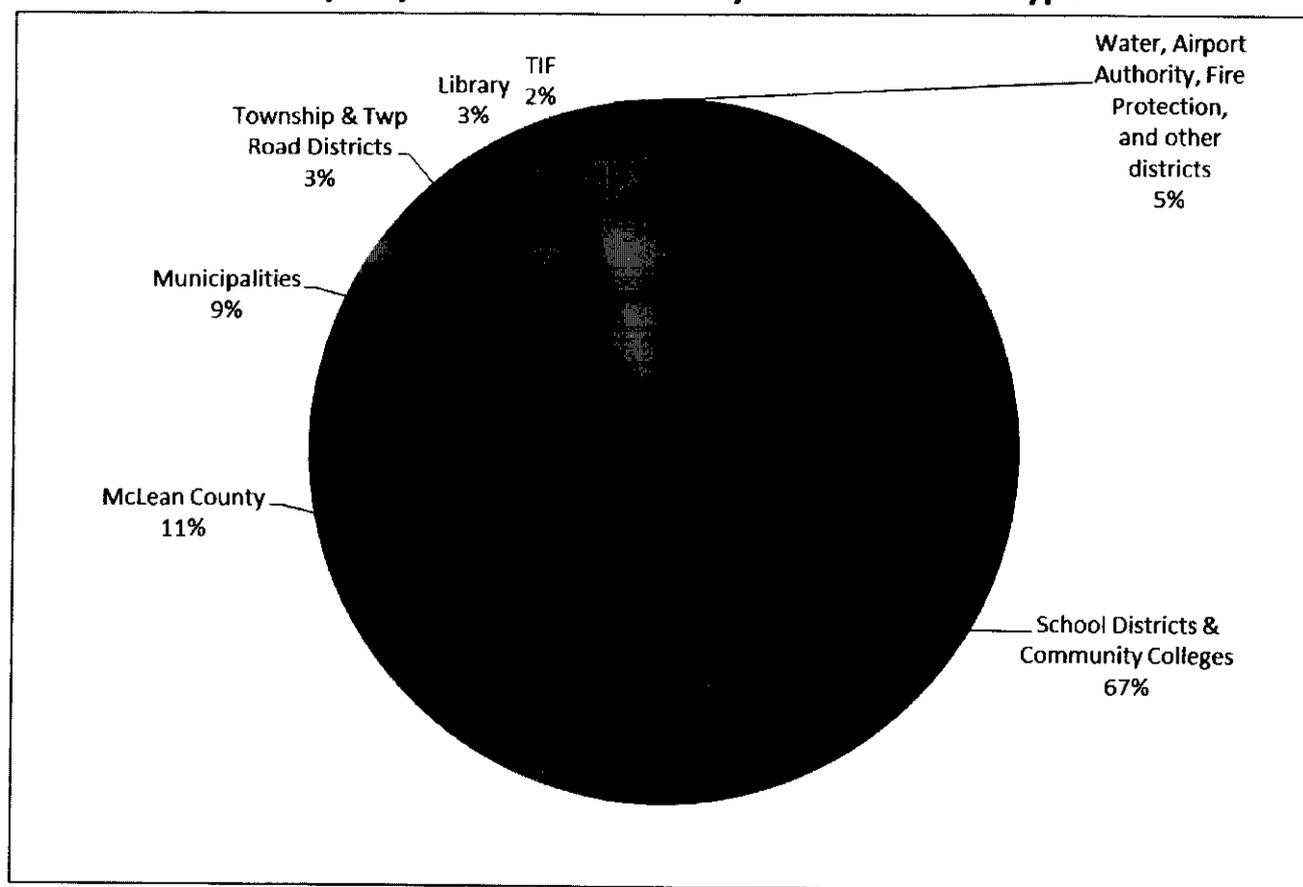


Property Taxes—Where do your property taxes go?

Where do your property taxes go? While the County issues property tax bills each year and is responsible for collecting the payments, only a small portion is retained by the County. The vast majority of property taxes are remitted to other governmental agencies within McLean County. There are over 200 taxing districts located, at least partially, within McLean County. Depending on the location of a real estate parcel, property taxes for that parcel will be collected for a combination of separate taxing districts.

The following is a chart that presents the breakout by governmental type for a typical tax bill. The chart is for illustrative purposes only, based on an average of all tax bills in McLean County. As noted above, each real estate parcel pays property taxes to a varying combination of taxing districts, based on location, and the actual breakout will vary.

Property Taxes—Breakout by Governmental Type



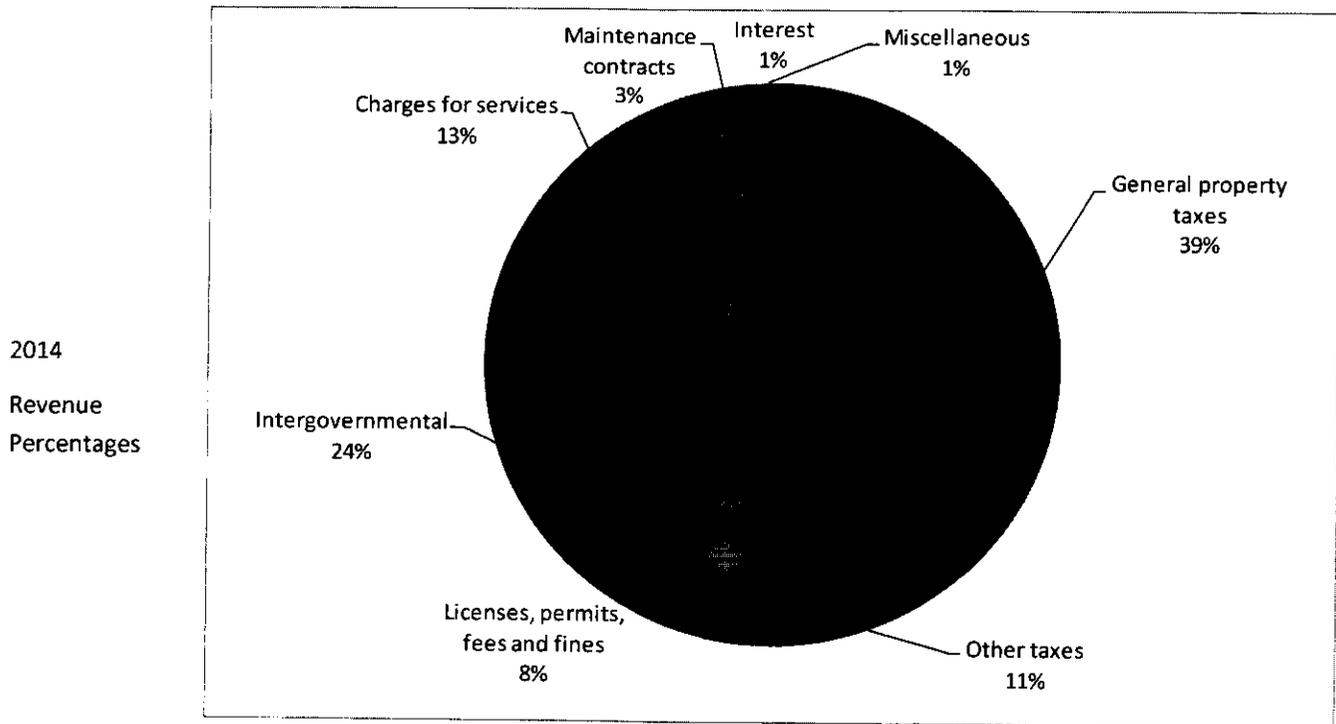
As shown in the chart above, the largest component of a typical tax bill goes to school districts and community colleges.

This PAFR presents an overview of McLean County's finances only. The other governmental districts shown above are separate legal entities and operate independent of McLean County. Therefore, in order to determine how your property taxes are spent by each district that you pay taxes to, you would need to separately review financial reports for each district.

Revenues—Where does the Money Come From?

McLean County receives its funding from a variety of sources, with property taxes being the largest source of that funding. The following table and chart shows the revenue to governmental funds by source for fiscal year ended December 31, 2014.

McLean County Revenue Source	Governmental Funds - Revenues				2013 % of	
	General Fund	Other Governmental Funds	Total	% of Total	2013 Total	Total
General property taxes	\$ 11,399,670	\$ 21,394,848	\$ 32,794,518	38.80%	\$ 32,709,710	39.56%
Other taxes	9,375,648	100,000	9,475,648	11.21%	9,711,859	11.75%
Licenses, permits, fees and fines	4,555,608	2,668,294	7,223,902	8.55%	7,629,745	9.23%
Intergovernmental	3,136,443	16,840,423	19,976,866	23.64%	18,666,030	22.57%
Charges for services	8,539,057	2,645,988	11,185,045	13.23%	10,221,985	12.36%
Maintenance contracts	2,747,754	-	2,747,754	3.25%	2,745,792	3.32%
Interest	526,251	2,237	528,488	0.63%	516,936	0.63%
Miscellaneous	403,161	179,389	582,550	0.69%	484,498	0.59%
	\$ 40,683,592	\$ 43,831,179	\$ 84,514,771	100.00%	\$ 82,686,555	100.00%



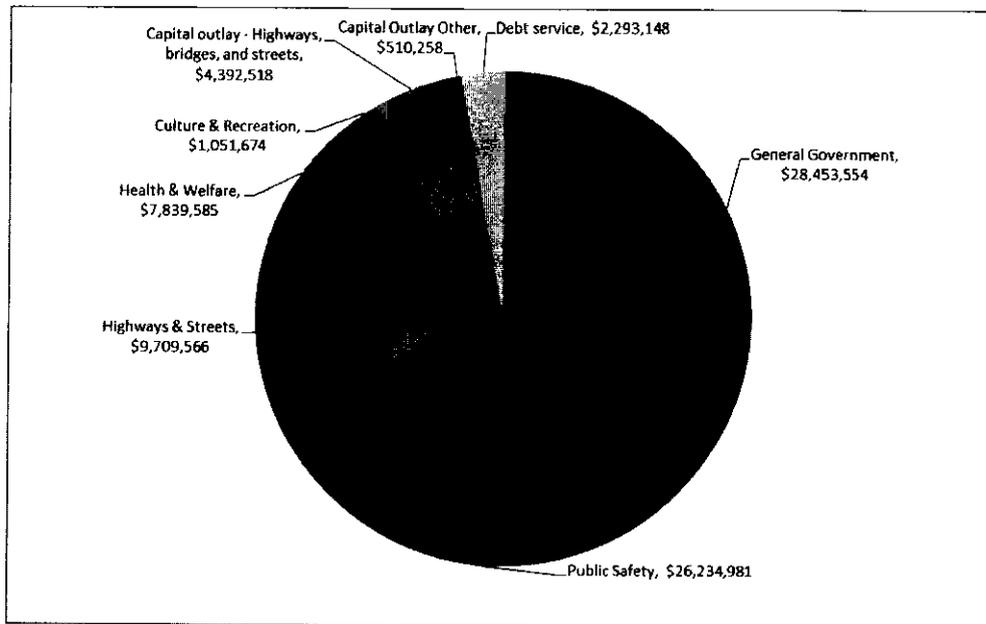
General property taxes represent a tax on all real estate within McLean County. Property taxes are considered to be a general revenue source, meaning it is available to fund all programs of the County. **Other taxes** includes the County's portion of State Income Tax, Personal Property Replacement Tax, and Retailers Occupation Tax. **Licenses, permits, fees and fines** represent amounts received by the County for licenses/permits, as well as fines and fees due from citizens. **Intergovernmental** includes grants and other revenues received from the State of Illinois, and various other governmental agencies; as well as the County's portion of motor fuel tax. **Charges for services** represents fees paid by individuals, businesses, or other governments who use, purchase, or directly benefit from goods or services provided by the County. **Maintenance contracts** represent reimbursements on a lease with the Public Building Commission. **Interest** represents interest earned on the County's cash and investments. **Miscellaneous** represents revenues received by the County that do not fall into one of the designated categories above.

Expenditures—Where does the money go?

For fiscal year ended December 31, 2014, McLean County's largest expenditures came out of the General Government function (34.37%) and the Public Safety function (31.84%). Expenditures by function have not significantly changed from 2013 to 2014.

Governmental Funds - Expenditures by function

Expenditures	General Fund	Other Governmental Funds	Total	% of Total	2013 Total	2013 % of Total
Current:						
General Government	\$ 18,186,932	\$ 10,456,559	\$ 28,643,491	34.37%	\$ 28,453,554	35.35%
Public Safety	21,455,042	5,079,133	26,534,175	31.84%	26,234,981	32.60%
Highways & Streets	-	11,106,896	11,106,896	13.33%	9,709,566	12.06%
Health & Welfare	-	8,123,270	8,123,270	9.75%	7,839,585	9.74%
Culture & Recreation	446,230	603,266	1,049,496	1.26%	1,051,674	1.31%
Capital outlay - Highways, bridges	-	4,673,880	4,673,880	5.61%	4,392,518	5.46%
Capital Outlay Other	288,516	630,513	919,029	1.10%	510,258	0.63%
Debt service	157,914	2,121,196	2,279,110	2.74%	2,293,148	2.85%
	\$ 40,534,634	\$ 42,794,713	\$ 83,329,347	100.00%	\$ 80,485,284	100.00%

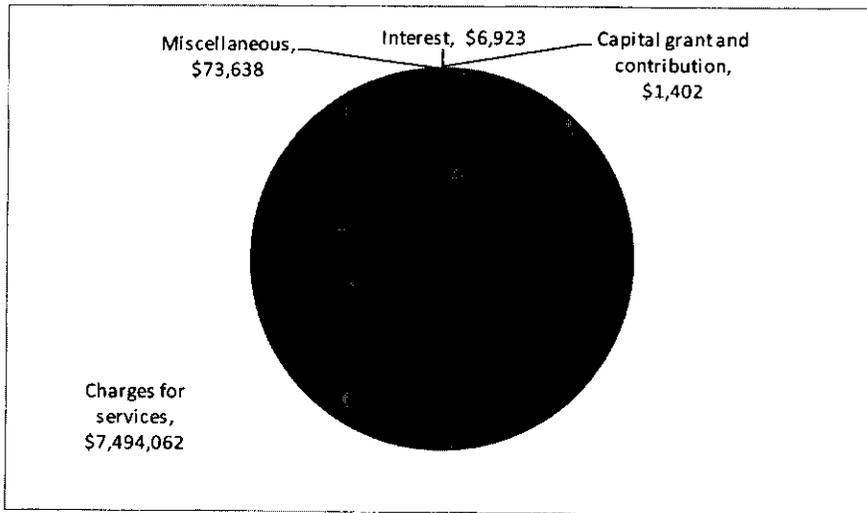


Expenditures for McLean County include the following expenditure functions: **General Government** expenditures incurred for administrative offices such as County Board, Administration, Auditor, County Clerk, Treasurer, Information Technology, Facilities Management, Employee Benefits (including social security and IMRF), and Tort Judgment. **Public Safety** expenditures incurred for public safety offices such as Sheriff, State's Attorney, Coroner, Circuit Clerk, Court Services, and Metcom. **Highway and streets** expenditures incurred for our Highway Departments non-capital expenditures. **Health and welfare** expenditures incurred for our various Health Department programs/funds. **Culture and recreation** expenditures incurred for operation of the County Park (COMLARA), as well as property tax payments to History Museum and Co-operative Extension. **Capital Outlay—Highways, bridges, and streets** expenditures incurred for the acquisition of right-of-way, engineering, and construction of infrastructure maintained by the Highway Department. **Capital Outlay—Other** expenditures incurred for capital outlay other than for highway infrastructure. **Debt service** expenditures incurred for capital leases entered into by the County for copiers, other projects, and, debt on County buildings held by the Public Building Commission of McLean County.

Enterprise Fund

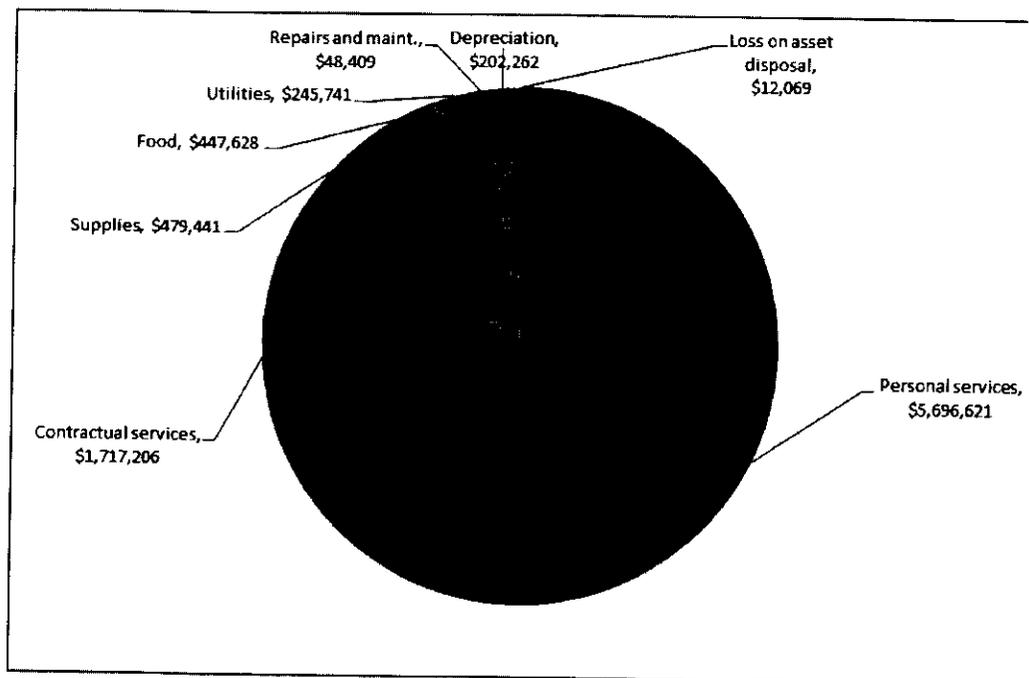
McLean County maintains one enterprise fund, for the McLean County Nursing Home. An enterprise fund is used to account for those operations that are financed and operated in a manner similar to private business.

Revenue Source



An overwhelming majority of revenues come from charges for services (over 98%). Revenues are comprised of the following sources: **Charges for Services** include payments from private pay residents, as well as public aid payments. **Interest** includes amounts earned on cash and investments. **Capital grants and contributions** includes an energy efficiency grant and contributions. **Miscellaneous** includes revenues not fitting into another category.

A majority of the expenses come from personal services (64%). Expenses are comprised of the following lines: **Personal services** include payroll and payroll related benefits. **Contractual services** includes amounts paid on contractual agreements entered into by the Nursing Home. **Supplies** includes supplies needed to operate the facility. **Food** includes food for meals of residents. **Utilities** includes utilities (water, electricity, etc) needed to operate the facility. **Repairs and maintenance** includes repairs and general maintenance done on the facility. **Depreciation** represents the amount of depreciation on capital assets. **Loss on asset disposal** represents the loss taken when the Nursing Home disposed of assets.



Statement of Net Position

McLean County's Net Position as of December 31, 2014

	Governmental Activities	Enterprise Fund	Total Primary Government
Current and other assets	\$ 73,219,578	\$ 10,251,107	\$ 83,470,685
Capital assets	115,158,381	831,918	115,990,299
Total assets	188,377,959	11,083,025	199,460,984
Current and other liabilities	7,010,813	522,945	7,533,758
Long-term liabilities	7,709,586	290,910	8,000,496
Total liabilities	14,720,399	813,855	15,534,254
Deferred Inflows of Resources			
Unavailable revenue - property taxes	32,947,597	-	32,947,597
Net position:			
Net investment in capital assets	111,866,662	831,918	112,698,580
Restricted for:			
Operations	899,712	-	899,712
Health and wellness	5,298,098	-	5,298,098
Highway	9,897,066	-	9,897,066
Employee benefits	971,430	-	971,430
Public safety	1,580,667	-	1,580,667
Debt service	169,031	-	169,031
Culture and recreation	22,164	-	22,164
Capital improvements	486	-	486
Unrestricted	10,004,647	9,437,252	19,441,899
Total net position	\$ 140,709,963	\$ 10,269,170	\$ 150,979,133

Current and other assets—Assets that a company can reasonably expect to convert to cash, sell, or consume within one year.

Capital assets— The County's long-term investments in infrastructure (buildings, highways, bridges) and other capital assets. These assets are used by McLean County to provide services to citizens, thus these assets are not available for future spending.

Current and other liabilities—This includes debt that can be paid off in one year or less. This debt includes accounts payable, accrued interest, claims payable, and unearned revenue.

Long-term liabilities—This debt includes capital leases (for debt to the Public Building Commission) and long term portions of post employment benefits.

Deferred inflows of resources —This represents the receivable reported for the property taxes levied for 2014, but, not collectable until 2015.

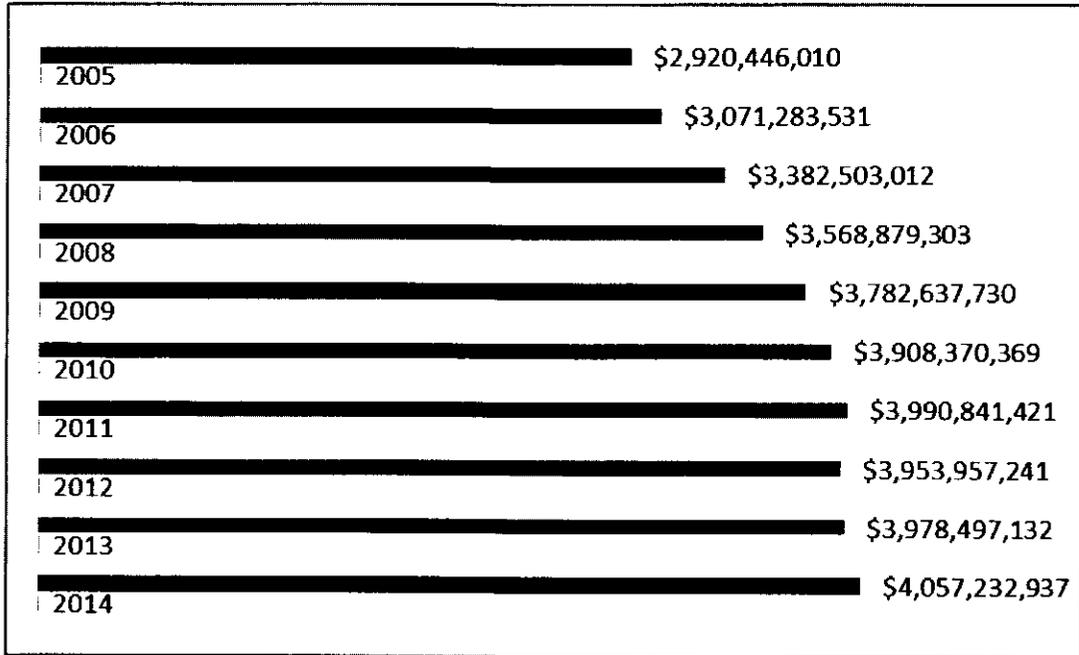
Net investment in capital assets—This represents the County's investments in capital assets less any related outstanding debt used to acquire those assets. One should bear in mind that other sources are needed to repay the debt, since the capital assets themselves cannot be used to settle these liabilities.

Restricted —This represents resources that are subject to external restrictions, for the reason listed above.

Unrestricted —This represents the accessible resources to the County in order to provide services to the citizens of McLean County if no additional revenue or resources were available.

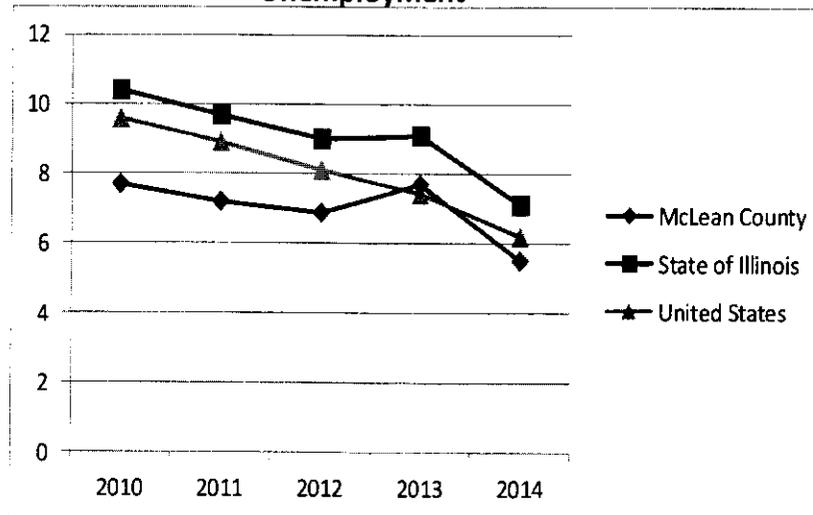
Economic Outlook

Assessed Value—Taxable Property



After suffering its first decline since 1985 back in 2012, assessed value of taxable property within McLean County increased again in 2014. Property is assessed by the McLean County Supervisor of Assessments at 33 1/3% of fair market value. With the slight increase, the assessed valuation for the County has increased approximately 3.89% per year, over the last ten years. Over the last year, the County's assessed value increased by 1.98% to \$4,057,232,937.

Unemployment



Strong economic growth has historically created a low unemployment rate for McLean County. Even during tough economic times, comparisons to state and national unemployment rates support the claims that McLean County is a financially strong, vibrant community to live in.

Economic Outlook (continued)



McLean County is home to two major universities, Illinois State University and Illinois Wesleyan University. Graduates of ISU and IWU often stay in the area due to a favorable economic outlook and jobs in the area. Insurance is a key employer field in McLean County, as it is home to both State Farm Insurance and Country Financial.



Principal Employers in McLean County

<u>Employer</u>	<u>Employees</u>	<u>Rank</u>	<u>Percentage of the Total County Employment</u>
State Farm Insurance Companies	14,765	1	17.50%
Illinois State University	3,289	2	3.90%
Country Insurance & Financial Services	1,949	3	2.31%
Unit 5 School District	1,576	4	1.87%
Mitsubishi Motor Manufacturing	1,251	5	1.48%
Tek Systems	1,131	6	1.34%
OSF St. Joseph Medical Center	1,012	7	1.20%
McLean County	812	8	0.96%
Advocate BroMenn Healthcare	791	9	0.94%
City of Bloomington	765	10	0.91%
Afni, Inc.	705	11	0.84%
District 87 Schools	703	12	0.83%
Heritage Enterprises	525	13	0.62%
Illinois Wesleyan University	471	14	0.56%
Nestle USA	450	15	0.53%
Total:	30,195		35.79%



**Moody's Investors
Service**

McLean County has an Aa1 rating with Moody's rating agency. By having a strong rating, the County is able to issue debt at lower interest rates.

Major Accomplishments for McLean County—2014

McLean County Auditor Michelle L. Anderson and McLean County Treasurer Becky McNeil were awarded the prestigious Government Finance Officers Association Certificate of Achievement for their Comprehensive Annual Financial Report. The award, for fiscal year ended December 31, 2013 marks the 29th consecutive year McLean County has received this recognition.



For McLean County's Adult Redeploy Grant, the goal is diversion from the Department of Corrections. We had 25 complete/terminate the program in 2014, and of those, only four (15%) went to DOC.

For our SAMHSA grant, we had 17 successful completers between Drug and Recovery Courts in 2014.

The Domestic Violence Grant partners collaborated with our partners at the Family Violence Coordinating Council to bring Motivational Interviewing training to McLean County for our providers. The one day introductory training was November 4th, and had 160 participants. Motivational Interviewing is a goal-directed, person-centered interaction for eliciting behavioral change by helping persons to explore and resolve ambivalence. The main focus is on reflective practice and evoking the person's own motivations for change. It is a multi-purpose evidence base practice that may be used in any setting, from workplace supervision to case management and advocacy to home life.

AWA funding has allowed us to co-locate victim advocacy staff at the State's Attorney's office and at the Bloomington Police Department, Normal Police Department and Sheriff's Department. This greatly increases communication and collaboration between victim services, law enforcement and prosecution. It also reduces the time between a domestic incident and when a victim is seen by victim services. The advocates housed at law enforcement agencies are able to go out to a victim's home accompanied by a law enforcement officer after an incident to offer services. Additionally, it reduces the time it takes for victims to get orders of protection. Having legal advocates housed at the State's Attorney's office within the court house allows for a "one stop shop" for victims seeking an order. Victims work with advocates to fill out the paperwork and then go two floors down to file the paperwork, and are immediately seen by a judge for the EOP, all within the same building.

McLean County Elected Officials

County Wide Elected Officials

<u>Office/Name</u>	<u>Term Expires</u>	<u>Office/Name</u>	<u>Term Expires</u>
Auditor		Sheriff	
Michelle L. Anderson	December 2016	Jon P. Sandage	December 2018
Circuit Clerk		State's Attorney	
Don Everhart	December 2016	Jason Chambers	December 2016
Coroner		Reg. Supt. Of Education	
Beth Kimmerling	December 2016	Mark Jontry	December 2018
County Clerk/Recorder		Treasurer	
Kathy Michael	December 2018	Rebecca C. McNeil	December 2018

County Board Members

<u>District/Name</u>	<u>Term Expires</u>	<u>District/Name</u>	<u>Term Expires</u>
District 1		District 6	
Don Cavallini	December 2018	George Gordon	December 2016
Catherine Metsker	December 2016	Paul Finch	December 2018
District 2		District 7	
Jim Soeldner	December 2018	Richard Buchanan	December 2018
Matt Sorensen	December 2016	Victoria F. Harris	December 2016
District 3		District 8	
Randall Martin	December 2018	Paul R. Segobiano	December 2018
George O. Wendt	December 2016	Carlo Robustelli	December 2016
District 4		District 9	
William T. Caisley	December 2016	Erik Rankin	December 2018
Mark W. Johnson	December 2018	Susan Schafer	December 2016
District 5		District 10	
John McIntyre	December 2016	Benjamin Owens	December 2016
Sonny O'Connor	December 2018	Chuck Erickson	December 2018

Reference Information:

Website:	http://www.mcleancountyil.gov
Phone Directory for County Offices:	
Administration/Board	309-888-5110
Auditor	309-888-5150
Building & Zoning	309-888-5160
Child Advocacy Center	309-888-5656
Circuit Clerk	309-888-5301
Circuit Court (Judicial)	309-434-6650
Coroner	309-888-5210
County Clerk/Recorder	309-888-5190
Court Services (Probation)	309-888-5360
Emergency Management Agency	309-888-5020
Facilities Management	309-888-5192
Health Department	309-888-5450
Highway Department	309-663-9445
Information Technologies	309-888-5100
Jury Commission	309-888-5241
Nursing Home	309-888-5380
Parks & Recreation	309-434-6770
Public Defender	309-888-5235
Sheriff (including Detention Facility)	309-888-5034
State's Attorney	309-888-5400
Supervisor of Assessments	309-888-5130
Treasurer	309-888-5180
Veterans Assistance	309-888-5140

Member Owens/Cavallini moved the County Board Request approval of the Presentation of the Popular Annual Financial Report (PAFR)- December 31, 2014 - Auditor's Office. Comments are made from Mr. Caisley -not required commends the Auditor. Clerk Michael shows all Members voting in favor of the Motion. Motion carried.

MCLEAN COUNTY

COMMUNICATION TO THOSE CHARGED WITH GOVERNANCE AND MANAGEMENT

As of and for the Year Ended December 31, 2014

**REQUIRED COMMUNICATION OF INTERNAL CONTROL RELATED MATTERS
IDENTIFIED IN THE AUDIT TO THOSE CHARGED WITH GOVERNANCE**



Baker Tilly Virchow Krause, LLP
1301 W 22nd St, Ste 400
Oak Brook, IL 60523-3389
tel 630 990 3131
fax 630 990 0039
bakertilly.com

To the Members of the County Board
McLean County, Illinois

In planning and performing our audit of the financial statements of McLean County as of and for the year ended December 31, 2014, in accordance with auditing standards generally accepted in the United States of America, we considered its internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of its internal control. Accordingly, we do not express an opinion on the effectiveness of its internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

This communication is intended solely for the information and use of management, the County Board, and others within the organization and is not intended to be, and should not be, used by anyone other than these specified parties.

Baker Tilly Virchow Krause, LLP

Oak Brook, Illinois
May 15, 2015

OTHER COMMUNICATIONS TO THOSE CHARGED WITH GOVERNANCE

TWO WAY COMMUNICATION REGARDING YOUR AUDIT

As part of our audit of your financial statements, we are providing communications to you throughout the audit process. Auditing requirements provide for two-way communication and are important in assisting the auditor and you with more information relevant to the audit.

As this past audit is concluded, we use what we have learned to begin the planning process for next year's audit. It is important that you understand the following points about the scope and timing of our next audit:

- a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.
- b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:
 - > Identify types of potential misstatements.
 - > Consider factors that affect the risks of material misstatement.
 - > Design tests of controls, when applicable, and substantive procedures.

We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations, and provisions of contracts or grant programs. For audits done in accordance with *Government Auditing Standards*, our report will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

- c. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.
- d. We address the significant risks of material noncompliance, whether due to fraud or error, through our detailed audit procedures.
- e. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material noncompliance related to the federal awards whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of the federal and state awards and to determine whether they have been implemented. We will use such knowledge to:
 - > Identify types of potential noncompliance.
 - > Consider factors that affect the risks of material noncompliance.
 - > Design tests of controls, when applicable, and other audit procedures.

TWO WAY COMMUNICATION REGARDING YOUR AUDIT (cont.)

Our audit will be performed in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards*, and OMB Circular A-133.

We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations, and provisions of contracts or grant programs. For audits done in accordance with *Government Auditing Standards* and OMB Circular A-133, our report will include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (b) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance and, (c) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

- f. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for reporting material noncompliance while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the entity's federal awards. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material noncompliance, whether caused by error or fraud, is detected.
- g. In connection with our audit, we intend to place reliance on the audit of the financial statements of Public Building Commission, a discretely presented component unit of McLean County, as of September 30, 2015 and for the year then ended completed by Sulaski & Webb CPAs. All necessary conditions will be met to allow us to make reference to the component auditors.

We are very interested in your views regarding certain matters. Those matters are listed here:

- a. We typically will communicate with your top level of management unless you tell us otherwise.
- b. We understand that the County Board has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.
- c. We need to know your views about your organization's objectives and strategies, and the related business risks that may result in material misstatements.
- d. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?
- e. Have you had any significant communications with regulators or grantor agencies?
- f. Are there other matters that you believe are relevant to the audit of the financial statements or the federal awards?

TWO WAY COMMUNICATION REGARDING YOUR AUDIT (cont.)

Also, is there anything that we need to know about the attitudes, awareness, and actions of the County concerning:

- a. The County's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control?
- b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here is some general information. If necessary, we may do preliminary financial audit work during the months of October-December or February. Our final financial fieldwork is scheduled during the spring to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our financial audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors. We typically perform the single audit fieldwork concurrently with the financial audit. After single audit fieldwork, we wrap up our single audit procedures at our office and then issue drafts of our report for your review. Final copies of our Report on Federal Awards are issued after approval by your staff. This is typically 4-6 weeks after final single audit fieldwork, but may vary depending upon a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditor's sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing, and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what this all means, or wish to provide other feedback. We welcome the opportunity to hear from you.

**COMMUNICATION OF INFORMATIONAL POINTS TO MANAGEMENT THAT ARE NOT
MATERIAL WEAKNESSES OR SIGNIFICANT DEFICIENCIES**

INFORMATIONAL POINTS

DECENTRALIZED DEPARTMENT CONTROLS

As part of our annual audit process, we focus our efforts on the primary accounting systems, internal controls, and procedures used by the County. This is in keeping with our responsibility to provide an audit opinion which states that the financial statements of the County are correct in all material respects.

In some cases, the primary system of accounting procedures and controls of the County are supported by smaller systems which are decentralized, and reside within a department or location other than the finance or treasurer departments. In many cases, those systems are as simple as handling cash collections and remitting those collections to the County treasurer. In other cases, the department may have its own bank accounts and is responsible for collecting payments, making deposits and disbursements, and reconciling those bank accounts.

Generally, the more centralized a function is, the easier it is to design and implement accounting controls that provide some level of checks and balances since the County is able to divide certain tasks over the people available to achieve some segregation of duties. For those tasks that are decentralized, it is often difficult to provide for proper segregation of duties. Therefore, with one person being involved in most or all aspects of a transaction, you lose the ability to rely on the controls to achieve the safeguarding of assets and reliability of financial records.

Because management is responsible for designing and implementing controls and procedures to detect and prevent fraud, we believe it is important for us to communicate this information to you. We have no knowledge of any fraud that has occurred or is suspected to have occurred within any decentralized locations. However, your role as the governing body is to assess your risk areas and determine that the appropriate level of controls and procedures are in place.

OMB ISSUES GRANT REFORM RULES

As reported to you in the past, the U.S. Office of Management and Budget (OMB) issued comprehensive grant reform rules titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" which affect federal awards issued after December 26, 2014. Therefore, the new federal awards and funding increments you receive in 2015 will be subject to these rules.

The grant reform is intended to streamline the guidance on administrative requirements, cost principles, and audit requirements for federal awards. The uniform guidance superseded OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133.

Some of the most significant changes impacting many governments include payroll reporting, subrecipient monitoring, procurement, indirect costs, and various changes to the allowability of certain costs. It is important for management to perform a comprehensive analysis of the new rules to determine what changes may be necessary to ensure your compliance. Visit our website at www.bakertilly.com/grantreform for additional resources or call us with your questions.

INFORMATIONAL POINTS (cont.)

GASB UPDATES

The following is a schedule of GASB projects:

Task or Event	Effective Date	Impact
GASB No. 68 – Accounting and Financial Reporting for Pensions	December 31, 2015	The County belongs to the Illinois Municipal Retirement Fund (IMRF). IMRF is an agent, multiple-employer, defined-benefit, public employee retirement system. IMRF has represented that it will provide the information necessary for the employers to implement GASB No. 68. The County's net pension liability / asset will be reported in its government-wide financial statements. The footnote disclosures will have significant changes.
GASB No. 71 – Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB No. 68	December 31, 2015	The requirements of this Statement will eliminate the source of a potential significant understatement of restated beginning net position and expense in the first year of implementation of GASB No. 68 in the accrual-basis financial statements of the County. This will be addressed with the implementation of GASB No. 68.
Current Agenda Project: Fair Value Measurement	Proposed effective date – June 30, 2016 (Exposure Draft issued in May 2014)	The objective of this project is to review and consider alternatives for the further development of the definition of fair value, the methods used to measure fair value and the applicability of fair value guidance to investments and other items currently reported at fair value, and the potential disclosures about fair value.
Current Agenda Project: Fiduciary Responsibilities	The GASB Board is expected to issue an Exposure Draft in October 2015	This project is to assess what additional guidance should be developed regarding the application of the fiduciary responsibility criteria in deciding whether and how governments should report fiduciary activities in their financial reports.
Current Agenda Project: Leases	The GASB Board is scheduled to issue an Exposure Draft in January 2016	The objective of this project is to re-examine issues associated with lease accounting, consider improvements to existing guidance, and provide a basis for the GASB Board to consider whether the current guidance is appropriate based on the definitions of assets and liabilities.
Current Agenda Project: Other Postemployment Benefits Accounting and Financial Reporting	Proposed effective date for plans – December 31, 2016; Proposed effective date for employers – December 31, 2017; Proposed effective dates for pensions not administered by a trust – June 30, 2017 (Exposure Drafts issued in May 2014)	The Board will consider the possibility of modifications to the existing standards of accounting and financial reporting for other postemployment benefits (OPEB) by state and local governmental employers and by the trustees, administrators, or sponsors of OPEB plans. GASB has stated that their objectives are to increase financial reporting transparency and to improve the usefulness of information to the various users of the financial statements.

INFORMATIONAL POINTS (cont.)

GASB UPDATES (cont.)

Task or Event	Effective Date	Impact
Current Agenda Project: Blending Requirements for Certain Business-Type Activities	The GASB Board is expected to issue an Exposure Draft in June 2015	The objective of this project would be improve financial reporting by addressing issues related to inconsistent presentation of component units in financial reporting of governments engaged only in business-type activities.
Current Agenda Project: External Investment Pools	The GASB Board is expected to issue an Exposure Draft in June 2015	The objective of this project is to improve financial reporting by external investment pools and pool participants that report positions in investment pools.
Current Agenda Project: Irrevocable Charitable Trusts	The GASB Board is expected to issue an Exposure Draft in May 2015	The objective of this project is to determine what accounting and financial reporting guidance, if any, should be established for irrevocable charitable trusts held for the benefit of governmental entities.
Current Agenda Project: Tax abatement Disclosures	Proposed effective date – December 31, 2016 (Exposure Draft issued in October 2014)	The objective of this project is to determine what disclosure guidance for governments that have granted tax abatements, if any, are essential to financial statement users.

The GASB has two other projects which are on hold. They include the conceptual framework for recognition and economic condition reporting – financial projections.

The GASB revisits GASB standards ten (10) years after issuance. The GASB is currently revisiting GASB Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis for State and Local Governments*, as well as reporting model-related pronouncements including Statements Nos. 37, 41, and No. 46 and Interpretation No. 6, *Recognition and Measurement of Certain Liabilities and Expenditures in Governmental Fund Financial Statements*. The GASB has indicated that they are revisiting the following major provisions of these standards: management's discussion and analysis, government-wide financial statements, fund financial statements, capital asset reporting, budgetary comparisons, special purpose government reporting, and related notes to financial statements. In addition, the GASB is revisiting debt extinguishments, which includes a reexamination of GASB Statement Nos. 7, 23, and 62. We will share updates with you as they become available.

Full lists of projects, as well as many resources, are available on GASB's website which is located at www.gasb.org.

REQUIRED COMMUNICATIONS BY THE AUDITOR TO THOSE CHARGED WITH GOVERNANCE



BAKER TILLY

Baker Tilly Virchow Krause, LLP
1301 W 22nd St, Ste 400
Oak Brook, IL 60523-3389
tel 630 990 3131
fax 630 990 0039
bakertilly.com

To the Members of the County Board
McLean County, Illinois

Thank you for using Baker Tilly Virchow Krause, LLP as your auditor.

We have completed our audit of the financial statements of McLean County for the year ended December 31, 2014 and have issued our report thereon dated May 15, 2015. This letter presents communications required by our professional standards.

OUR RESPONSIBILITY UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA, GOVERNMENT AUDITING STANDARDS, AND OMB CIRCULAR A-133

The objective of a financial statement audit is the expression of an opinion on the financial statements. We conducted the audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and OMB Circular A-133. These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements prepared by management with your oversight are free of material misstatement, whether caused by error or fraud. Our audit included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management or the governing body of their responsibilities.

We considered the McLean County's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the McLean County's internal control over financial reporting. We also considered internal control over compliance with types of requirements that could have a direct and material effect on a major federal and major state program to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for a major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.

As part of obtaining reasonable assurance about whether McLean County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also, in accordance with OMB Circular A-133, we examined, on a test basis, evidence about McLean County's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that could have a direct and material effect on each of its major federal programs for the purpose of expressing an opinion on McLean County's compliance with those requirements. While our audit provides a reasonable basis for our opinion on compliance, it does not provide a legal determination on McLean County's compliance with those requirements.

We have issued a separate document which contains the results of our audit procedures to comply with OMB Circular A-133.

To the Members of the County Board
McLean County, Illinois

OTHER INFORMATION IN DOCUMENTS CONTAINING AUDITED FINANCIAL STATEMENTS

Our responsibility does not extend beyond the audited financial statements identified in this report. We do not have any obligation to and have not performed any procedures to corroborate other information contained in client prepared documents, such as official statements related to debt issues.

PLANNED SCOPE AND TIMING OF THE AUDIT

We performed the audit according to the planned scope and timing previously communicated to you in our communication dated May 16, 2014.

QUALITATIVE ASPECTS OF THE ENTITY'S SIGNIFICANT ACCOUNTING PRACTICES

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the McLean County are described in Note I to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2014. We noted no transactions entered into by McLean County during the year that were both significant and unusual, and of which, under professional standards, we are required to inform you, or transactions for which there is a lack of authoritative guidance or consensus.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the allowance for doubtful accounts, which is based on historical data and an analysis of the collectability of individual accounts.

The estimate of the self-insurance claims liabilities, which are based on a historical claim's analysis and reports prepared by the County's third party administrators.

The estimate of the other post-employment benefits liability, which is based on an actuarial study.

Financial Statement Disclosures

The disclosures in the financial statements are neutral, consistent, and clear.

DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT

We encountered no significant difficulties in dealing with management in performing our audit.

To the Members of the County Board
McLean County, Illinois

CORRECTED AND UNCORRECTED MISSTATEMENTS

A summary of uncorrected financial statement misstatements is included in the management representation letter that follows this required communication. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

DISAGREEMENTS WITH MANAGEMENT

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in the management representation letter. This letter follows this required communication.

INDEPENDENCE

We are not aware of any relationships between Baker Tilly Virchow Krause, LLP and McLean County that, in our professional judgment, may reasonably be thought to bear on our independence.

Relating to our audit of the financial statements of McLean County for the year ended December 31, 2014, Baker Tilly Virchow Krause, LLP hereby confirms that we are, in our professional judgment, independent with respect to McLean County in accordance with the Code of Professional Conduct issued by the American Institute of Certified Public Accountants. We provided no services to McLean County other than audit services and nonaudit services which in our judgment do not impair our independence.

- > Compiled State Comptroller's Annual Financial Report
- > Sheriff's Office Agreed Upon Procedures

None of these nonaudit services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

OTHER AUDIT FINDINGS OR ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as McLean County's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

To the Members of the County Board
McLean County, Illinois

OTHER MATTERS

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information which accompanies the financial statements but is not RSI. With respect to the supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the other information, which accompanies the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

RESTRICTION ON USE

This information is intended solely for the use of the governing body and management and is not intended to be, and should not be, used by anyone other than these specified parties.

We welcome the opportunity to discuss the information included in this letter and any other matters. Thank you for allowing us to serve you.

Baker Tilly Virchow Krause, LLP

Oak Brook, Illinois
May 15, 2015

MANAGEMENT REPRESENTATIONS



Michelle L. Anderson

COUNTY AUDITOR

Government Center

115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400

(309) 888-5148 • Fax (309) 888-5209

michelle.anderson@mcleancountyil.gov • www.mcleancountyil.gov/auditor

May 15, 2015

Baker Tilly Virchow Krause, LLP
1301 W. 22nd Street
Suite 400
Oak Brook, IL 60523

Dear Baker Tilly Virchow Krause, LLP:

We are providing this letter in connection with your audit of the financial statements of McLean County as of December 31, 2014 and for the year then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position of the McLean County and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America. We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control over financial reporting, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter.
2. The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America and include all properly classified funds and other financial information of the primary government and all component units required by accounting principles generally accepted in the United States of America to be included in the financial reporting entity.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates are reasonable.

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6. All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America require adjustment or disclosure have been adjusted or disclosed. No other events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements or in the schedule of findings and questioned costs.
7. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
8. We believe the effects of the uncorrected financial statement misstatements listed here are immaterial, both individually and in the aggregate, to the basic financial statements as a whole. In addition, you have recommended adjusting journal entries, and we are in agreement with those adjustments. The uncorrected financial statement misstatements are as follows:
 - a. The County is presenting a \$4,000 allowance for uncollectible amounts on Nursing Home Fund accounts receivable. Based on current estimates, that amount should be increased by \$36,000 which would reduce assets and revenue in Business-type activities and the Nursing Home Fund.
 - b. The County is accruing receivables for income tax beyond the State's collection month, which is a more appropriate period to use when recognizing this non-exchange transaction. The General Fund assets and deferred inflows of resources should be reduced by \$393,902 and \$235,835, respectively. The General Fund revenues should be reduced by \$158,067. Governmental Activities assets and revenue should be reduced by \$393,902.
9. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.
10. Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

11. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of County Board or summaries of actions of recent meetings for which minutes have not yet been prepared.
12. We have disclosed to you results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
13. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a. Management,
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.

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14. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.
15. We have no knowledge of known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
16. There are no known related parties or related party relationships and transactions of which we are aware.

Other

17. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
18. The County has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
19. We are responsible for compliance with federal, state, and local laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits, debt contracts, and IRS arbitrage regulations; and we have identified and disclosed to you all federal, state, and local laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
20. There are no:
 - a. Violations or possible violations of budget ordinances, federal, state, and local laws or regulations (including those pertaining to adopting, approving and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance, except those already disclosed in the financial statement, if any.
 - b. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by accounting principles generally accepted in the United States of America.
 - c. Nonspendable, restricted, committed, or assigned fund balances that were not properly authorized and approved.
 - d. Rates being charged to customers other than the rates as authorized by the applicable authoritative body.
 - e. Violations of restrictions placed on revenues as a result of bond resolution covenants such as revenue distribution or debt service funding.
21. In regards to the nonattest services performed by you listed below, we have 1) accepted all management responsibility; 2) designated an individual with suitable skill, knowledge, or experience to oversee the services; 3) evaluated the adequacy and results of the services performed, and 4) accepted responsibility for the results of the services.
 - a. Compiled State Comptroller's Annual Financial Report
 - b. Sheriff's Office Agreed Upon Procedures

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

22. McLean County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
23. McLean County has complied with all aspects of contractual agreements that would have a material effect on the financial statement in the event of noncompliance.
24. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
25. The financial statements properly classify all funds and activities.
26. All funds that meet the quantitative criteria in GASB Statement No. 34 and No. 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
27. Components of net position (net investment in capital assets, restricted, and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.
28. McLean County has no derivative financial instruments such as contracts that could be assigned to someone else or net settled, interest rate swaps, collars or caps.
29. Provisions for uncollectible receivables have been properly identified and recorded.
30. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
31. Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
32. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
33. Deposits and investment securities are properly classified as to risk, and investments are properly valued. Collateralization agreements with financial institutions, if any, have been properly disclosed.
34. Provision, when material, has been made to reduce excess or obsolete inventories to their estimated net realizable value.
35. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated/amortized. Any known impairments have been recorded and disclosed.
36. We have appropriately disclosed McLean County's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position were properly recognized under the policy. We have also disclosed our policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available.

37. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
38. With respect to the supplementary information, (SI):
- a. We acknowledge our responsibility for presenting the SI in accordance with accounting principles generally accepted in the United States of America, and we believe the SI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the SI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - a. If the SI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
39. We assume responsibility for, and agree with, the findings of specialists in evaluating the other post employment benefit obligation and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.
40. With respect to federal award programs:
- a. We are responsible for understanding and complying with and have complied with the requirements of the Single Audit Act Amendments of 1996, OMB Circular A 133, *Audits of States, Local Governments, and Non-Profit Organizations*, including requirements relating to preparation of the schedule of expenditures of federal awards (SEFA).
 - b. We acknowledge our responsibility for presenting the SEFA in accordance with the requirements of OMB Circular A-133 §310.b and we believe the SEFA, including its form and content, is fairly presented in accordance with OMB Circular A-133 §310.b. The methods of measurement and presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA.
 - c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditors' report thereon.
 - d. We have identified and disclosed to you all of our government programs and related activities subject to OMB Circular A-133 and included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
 - e. We are responsible for understanding and complying with, and have complied with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major federal program.

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- f. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provide reasonable assurance that we are administering our federal awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended. Also, no changes have been made in the internal control over compliance or other factors to the date of this letter that might significantly affect internal control, including any corrective action taken with regard to control deficiencies reported in the schedule of findings and questioned costs.
- g. We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to the programs and related activities.
- h. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i. We have complied with the direct and material compliance requirements including when applicable, those set forth in the OMB Circular A-133 Compliance Supplement relating to federal awards and have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material compliance requirements of federal awards.
- j. We have disclosed any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.
- k. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB Circular A-87, *Cost Principles for State, Local, and Tribal Governments*, and OMB's *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.
- l. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- m. We have made available to you all documentation related to the compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- n. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- o. We are not aware of any instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.
- p. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the date as of which compliance was audited.
- q. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- r. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.

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- s. We have monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and have met the requirements of OMB Circular A-133 .
- t. We have taken appropriate action, including issuing management decisions, on a timely basis after receipt of subrecipients' auditors' reports that identified noncompliance with laws, regulations, or the provisions of contracts or grant agreements to ensure that subrecipients have taken the appropriate and timely corrective action on findings.
- u. We have considered the results of subrecipient audits and made any necessary adjustments to our books and records.
- v. We have charged costs to federal awards in accordance with applicable cost principles.
- w. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by OMB Circular A-133 *and* we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- x. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by OMB Circular A-133.

Sincerely,

McLean County

Signed: Michelle D. Anderson

Signed: Wm R. Watson

Signed: Rebecca C. McNeil

MCLEAN COUNTY, ILLINOIS

REPORT ON FEDERAL AWARDS

For the Year Ended December 31, 2014

MCLEAN COUNTY, ILLINOIS

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REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Independent Auditors' Report

To the County Board of
McLean County
Bloomington, Illinois

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of McLean County, Illinois as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise McLean County's basic financial statements, and have issued our report thereon dated May 15, 2015. Our report includes a reference to other auditors who audited the financial statements of the Public Building Commission of McLean County, Illinois, as described in our report on McLean County's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors. The financial statements of the Public Building Commission of McLean County, Illinois were not audited in accordance with *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered McLean County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of McLean County's internal control. Accordingly, we do not express an opinion on the effectiveness of McLean County's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statement will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the County Board of
McLean County, Illinois

Compliance and Other Matters

As part of obtaining reasonable assurance about whether McLean County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Baker Tilly Virchow Krause, LLP

Oak Brook, Illinois
May 15, 2015



BAKER TILLY

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**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY OMB CIRCULAR A-133**

Independent Auditors' Report

To the County Board of
McLean County
Bloomington, Illinois

Report on Compliance for Each Major Federal Program

We have audited McLean County, Illinois' compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on McLean County's major federal program for the year ended December 31, 2015. McLean County's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its major federal program.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for McLean County's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about McLean County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of McLean County's compliance.

To the County Board of
McLean County, Illinois

Opinion on Each Major Federal Program

In our opinion, McLean County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2014.

Report on Internal Control Over Compliance

Management of McLean County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered McLean County's internal control over compliance with the types of requirements that could have a direct and material effect on its major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of McLean County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

To the County Board of
McLean County, Illinois

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of McLean County, Illinois as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the McLean County's basic financial statements. We issued our report thereon dated May 15, 2015, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Baker Tilly Virchow Krause, LLP

Oak Brook, Illinois
May 15, 2015

MCLEAN COUNTY, ILLINOIS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2014

Grantor Agency / Program Title	Federal CFDA Number	Passed Through Agency	Grantor's Identifying Number	Federal Expenditures	Payments to Subrecipients
U.S. Department of Agriculture					
<i>Child Nutrition Cluster</i>					
School Breakfast Program	10.553	ISBE	2015-4220-00-17064-030P-00	\$ 2,688	\$ -
School Breakfast Program	10.553	ISBE	2014-4220-00-17064-030P-00	6,110	-
National School Lunch Program	10.555	ISBE	2015-4210-00-17064-030P-00	4,223	-
National School Lunch Program	10.555	ISBE	2014-4210-00-17064-030P-00	9,744	-
National School Lunch Program (Noncash); ISBE Lanter Commodities	10.555	ISBE	ISBE Lanter Commodities	1,569	-
Summer Food Services Program for Children; Summer Food Facilities Inspections	10.559	DPH	55280031C	800	-
<i>Total Child Nutrition Cluster</i>				<u>25,134</u>	
Special Supplemental Nutrition Program for Women, Infants, and Children (Noncash)	10.557	DHS	N/A	1,027,900	-
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	DHS	FCSS001064	248,335	-
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	DHS	FCST001084	214,963	-
<i>Total 10.557</i>				<u>1,491,198</u>	
WIC/Farmer's Market - Admin	10.572	DHS	N/A	1,000	-
<i>Total U.S. Department of Agriculture</i>				<u>1,517,332</u>	
U.S. Department of Justice					
Juvenile Justice and Delinquency Prevention	16.540	DHS	FCSSR03503	25,987	-
Juvenile Justice and Delinquency Prevention	16.540	DHS	FCSTR03503	844	-
<i>Total 16.540</i>				<u>26,831</u>	
Crime Victim Assistance; Law Enforcement Prosecutor Based Victim Assistance	16.575	CJA	214036	21,111	-
Crime Victim Assistance; Law Enforcement Prosecutor Based Victim Assistance	16.575	CJA	213036	23,548	-
Crime Victim Assistance; Child Advocacy Center Services	16.575	CJA	214207	12,066	-
Crime Victim Assistance; Child Advocacy Center Services	16.575	CJA	24,171	24,171	-
Crime Victim Assistance; Child Advocacy Center Services	16.575	CJA	214049	27,654	-
Crime Victim Assistance; Child Advocacy Child Abuse	16.575	CJA	213049	53,470	-
<i>Total 16.575</i>				<u>162,040</u>	
Violence Against Women Formula Grants; Domestic Violence Multi-Disciplinary Team; State's Atty	16.588	CJA	611370	22,600	-
Violence Against Women Formula Grants; Domestic Violence Multi-Disciplinary Team; State's Atty	16.588	CJA	611070	51,190	-
Violence Against Women Formula Grants; Domestic Violence Multi-Disciplinary Team; Sheriff	16.588	CJA	613171	39,399	-
Violence Against Women Formula Grants; Domestic Violence Multi-Disciplinary Team; Sheriff	16.588	CJA	612171	86,066	86,324
Violence Against Women Formula Grants; Domestic Violence Multi-Disciplinary Team; Court Services	16.588	CJA	612074	23,509	-
Violence Against Women Formula Grants; Domestic Violence Multi-Disciplinary Team; Court Services	16.588	CJA	611074	21,845	-
<i>Total 16.588</i>				<u>244,429</u>	<u>86,324</u>
State Criminal Alien Assistance Program (SCAAP)	16.806	N/A	N/A	7,439	-
Edward Byrne Memorial Justice Assistance Grant Program; Multi Jurisdictional Narcotics Unit (Task Force B)	16.738	CJA	410020	51,285	51,285
Edward Byrne Memorial Justice Assistance Grant Program; State's Attorney Appellate Prosecutor Salary Reimbursement	16.738	CJA	411025	25,650	-
<i>Total 16.738</i>				<u>77,135</u>	<u>51,285</u>
<i>Total U.S. Department of Justice</i>				<u>517,874</u>	<u>117,609</u>
U.S. Department of Transportation					
Formula Grants for Rural Areas; Section 5311 Operating Assistance Grant; ShowBus pass-thru	20.509	DOT	IL-18-X031 #4551	377,671	377,671
Formula Grants for Rural Areas; Section 5311 Operating Assistance Grant; ShowBus pass-thru	20.509	DOT	IL-18-X029 #4417	178,315	178,315
<i>Total 20.509</i>				<u>555,986</u>	<u>555,986</u>
Job Access and Reverse Commute Grant; Showbus pass-thru	20.516	DOT	JRC-13-013 Contract # 4388	20,485	20,485
New Freedom Program; New Freedom Operating and Assistance Grant; ShowBus pass-thru	20.521	DOT	IL-57-X026 Contract #4385	13,210	13,210
New Freedom Program; New Freedom Operating and Assistance Grant; ShowBus pass-thru	20.521	DOT	IL-57-X026 Contract #4384	2,195	2,195
<i>Total Transit Services Programs Cluster</i>				<u>35,890</u>	<u>35,890</u>
Interagency Hazardous Materials Public Sector Training and Planning Grants; Hazardous Materials Emergency Prep	20.703	EMA	McLean County (LEPC)	5,828	-
<i>Total U.S. Department of Transportation</i>				<u>597,504</u>	<u>591,876</u>
U.S. Environmental Protection Agency					
Performance Partnership Grant; Non-Community Water Grant	66.605	DPH	N/A	1,550	-
<i>Total U.S. Environmental Protection Agency</i>				<u>1,550</u>	<u>-</u>

MCLEAN COUNTY, ILLINOIS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2014

Grantor Agency / Program Title	Federal CFDA Number	Passed Through Agency	Grantor's Identifying Number	Federal Expenditures	Payments to Subrecipients
U.S. Department of Health and Human Services					
Medical Reserve Corp Grant	93.008	NACCHO	MRC 14-0321	\$ 3,500	-
Public Health Emergency Preparedness; Bioterrorism Training and Curriculum Development Program	93.069	DPH	47180061B	58,390	-
Public Health Emergency Preparedness; Bioterrorism Training and Curriculum Development Program	93.069	DPH	57180061C	58,178	-
Total 93.069				114,598	-
Substance Abuse and Mental Health Services; Administration (SAMHSA)	93.243	N/A	1-H79T023631-01	392,718	-
Immunization Cooperative Agreements; Commodities	93.288	DPH	Non-cash	507,255	-
Centers for Disease Control and Prevention - Investigations and Technical Assistance; Chronic Disease - Asthma Program Grant	93.283	DPH	43283005B	4,281	-
Centers for Disease Control and Prevention - Investigations and Technical Assistance; Chronic Disease - Asthma Program Grant	93.283	DPH	150027	788	-
Total 93.283				5,067	-
PPHF 2012; Community Transformation Grants and National Dissemination and Support for Community Transformation Grants (We Choose Health Community Grant)	93.531	DPH	421810199B	167,888	47,193
Child Support Enforcement - Title IV - D; Circuit Court	93.563	DHFS	2015-55-008-K	5,445	-
Child Support Enforcement - Title IV - D; Circuit Court	93.563	DHFS	2014-55-008-K	10,890	-
Child Support Enforcement - Title IV - D; State's Attorney	93.563	DHFS	2014-55-013-K2E	86,022	-
Child Support Enforcement - Title IV - D; State's Attorney	93.563	DHFS	2014-55-013-K1E	83,077	-
Child Support Enforcement - Title IV - D; Circuit Court	93.563	DHFS	2015-55-007-KK	6,694	-
Child Support Enforcement - Title IV - D; Circuit Court	93.563	DHFS	2014-55-007-KJ	10,241	-
Total 93.563				202,389	-
Child Care and Development Block Grant; Child Care Services	93.575	DHS	FCSS01763	25,723	-
Child Care and Development Block Grant; Child Care Services	93.575	DHS	FCST01763	94,415	-
Total 93.575				120,138	-
State Court Improvements - Child Protection Data Courts Project	93.586	ISC	CIP Data-G-1402	5,626	-
State Court Improvements - Child Protection Data Courts Project	93.586	ISC	CIP Data-G-1302	11,909	-
Total 93.586				17,535	-
Social Services Block Grant; Title XX	93.667	DHS	FCSSU03108	10,100	-
Medical Assistance Program (Federal Financial Participation)	93.778	DHFS	Fund 0109	270,039	-
HIV Prevention Activities - Health Dept. Based	93.940	CUPHD	14-75-03	39,967	-
Maternal and Child Health Services Block Grant to States	93.984	DHS	FCSSU03046	103,622	-
Maternal and Child Health Services Block Grant to States	93.984	DHS	FCSTU03046	109,864	-
Maternal and Child Health Services Block Grant to States; Dental Sealant	93.984	DPH	43480130B	5,461	-
Maternal and Child Health Services Block Grant to States; Dental Sealant	93.984	DPH	53480128C	2,875	-
Total 93.984				221,822	-
State Planning and Establishment Grants for the ACA's Exchanges; in Person Counseling Services	93.525	DPH	IP-14-149-047	136,489	-
Total U.S. Department of Health and Human Services				2,149,353	47,193
U.S. Department of Homeland Security					
Emergency Management Performance Grants; State and Local Assistance	97.042	EMA	11EMAMCLEA	53,071	-
Total U.S. Department of Homeland Security				53,071	-
Total Expenditures of Federal Awards				\$ 4,836,684	\$ 756,678

MCLEAN COUNTY, ILLINOIS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS As of and for the Year Ended December 31, 2014

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "schedule") includes the federal grant activity of McLean County, Illinois and its discretely presented component unit, the Emergency Telephone Systems Board, under programs of the federal government for the year ended December 31, 2014. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Because the schedule presents only a selected portion of the operations of McLean County it is not intended to and does not present the financial position, changes in net position or cash flows of McLean County, Illinois.

The reporting entity for McLean County is based upon criteria established by the Governmental Accounting Standards Board. McLean County is the primary government according to GASB criteria, while the Public Building Commission of McLean County (Public Building Commission) is a component unit. Federal awards, if any, received directly by the Public Building Commission are not included in this report since the Public Building Commission has been audited by other auditors and those amounts are reported in a separate report.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual or modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

The underlying accounting records for some grant programs are maintained on the modified accrual basis of accounting. Under the modified accrual basis, revenues are recorded when susceptible to accrual, i.e., both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when the liability is incurred. The accounting records for other grant programs are maintained on the accrual basis, i.e., when the revenue has been earned and the liability is incurred.

NOTE 3 – PASSED THROUGH AGENCY

Below is the key for the Passed Through Agency acronyms that are presented on the schedule.

DHS	=	Illinois Department of Human Services
ISBE	=	Illinois State Board of Education
DPH	=	Illinois Department of Public Health
CJA	=	Illinois Criminal Justice Assistance Grant Program
DOT	=	Illinois Department of Transportation
EMA	=	Illinois Emergency Management Agency
DHFS	=	Illinois Department of Healthcare and Family Services
ISC	=	Illinois Supreme Court
CUPHD	=	Champaign-Urbana Public Health District
NACCHO	=	National Association of County and City Health Officials
N/A	=	Not applicable, Direct Award

MCLEAN COUNTY, ILLINOIS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS For the Year Ended December 31, 2014

SECTION I – SUMMARY OF AUDITORS' RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- > Material weakness(es) identified? yes X no
- > Significant deficiencies identified? yes X none reported

Noncompliance material to financial statements noted?

 yes X no

FEDERAL AWARDS

Internal control over federal award programs:

- > Material weakness(es) identified? yes X no
- > Significant deficiencies identified? yes X none reported

Type of auditor's report issued on compliance of federal award programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133?

 yes X no

Auditee qualified as low-risk auditee?

 X yes no

Identification of major federal program:

CFDA Number

10.557

Name of Federal Program

Special Supplemental Nutrition for Women, Infants and Children

Dollar threshold used to distinguish between type A and type B programs:

\$ 300,000

MCLEAN COUNTY, ILLINOIS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2014

**SECTION II – FINANCIAL STATEMENT FINDINGS REQUIRED TO BE REPORTED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

No financial statements findings required to be reported.

SECTION III – FEDERAL FINDINGS AND QUESTIONED COSTS

None noted.

Member Owens/Harris moved the County Board to approve and Receive Outside Auditor's Report including Comprehensive Annual Financial Report, Management Letter of Advisory Comments and Single Audit Report for Year Ended December 31, 2014 - County Administrator's Office. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Chair, presented the following

Civil Division of the McLean County State's Attorney's Office



Government Center, Room 401
115 E. Washington Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
Telephone: (309) 888 – 5110
FAX number: (309) 888 – 5111
E-mail: don.knapp@mcleancountyil.gov

May 28, 2015

To: Benjamin Owens, Finance Committee Chair

Fr: Don Knapp

Re: Prevailing Wage Act

Chair Owens,

Illinois' Prevailing Wage Act mandates that "each public body shall, during the month of June of each calendar year, investigate and ascertain the prevailing rate of wages as defined in this Act and publicly post or keep available for inspection *** such prevailing rate of wage." 820 ILCS 130/9. As such, in June the Board is mandated to ascertain and post the prevailing rate of wages to be paid on all public works jobs.

During a recent meeting of the McLean County Board, Member Caisley asked whether units of local government may calculate their own prevailing wage amounts or whether they must use the amounts as determined by the Illinois Department of Labor. As the Finance Committee and the County Board traditionally adopt its prevailing wage ordinance in June, I thought I would update you on what my research has revealed.

Section 4 of the Prevailing Wage Act (the Act) controls "ascertaining prevailing wage." 820 ILCS 130/4. That section charges each public body with the task of ascertaining the "general prevailing rate of hourly wages in the locality in which the work is to be performed" for all public works. The Act allows a public body to ascertain by itself the prevailing wage "for each craft or type of worker needed to execute" any contract for public work or to request that "the Department of Labor ascertain the prevailing rate of wages."

By statute, the amount of any prevailing wage, be it ascertained by the County or by the Department of Labor, must include "hourly cash wages plus annualized fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid

generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.” 820 ILCS 130/2.

Locality, as defined by the Act, “means the county where the physical work upon public works is performed, except (1) that if there is not available in the county a sufficient number of competent skilled laborers, workers and mechanics to construct the public works efficiently and properly, "locality" includes any other county nearest the one in which the work or construction is to be performed and from which such persons may be obtained in sufficient numbers to perform the work and (2) that, with respect to contracts for highway work with the Department of Transportation of this State, "locality" may at the discretion of the Secretary of the Department of Transportation be construed to include two or more adjacent counties from which workers may be accessible for work on such construction.” 820 ILCS 130/2.

There appears to be only two reported court decisions interpreting what the General Assembly meant when setting forth the rules, outlined above, for calculating prevailing wage: *Illinois Landscape Contractors Association v. Department of Labor*, 372 Ill. App. 3d 912 (2007) and *Mulligan Masonry Co., Inc. v. Martin*, 267 Ill. App. 3d 772 (1994).

In both cases, *Illinois Landscape* and *Mulligan*, the courts wrestled with whether wages paid to laborers working on private projects should be used to ascertain the prevailing wage as defined by the Act. In *Illinois Landscape*, the court found that the Department of Labor “cannot consider what landscape workers are paid on private sector projects in determining wages or a new classification.” *Illinois Landscape*, 372 Ill. App. 3d at 925.

In *Mulligan*, a question arose as to whether or not an employer that was awarded a public works contract was mandated to pay two employees the lower mason tenders wage or a higher operating engineers wage. At the heart of the dispute regarding the proper classification of the two employees lied the fact that the employees operated forklifts when performing their duties. The Department of Labor argued that “persons who for any reason operate forklifts are customarily operating engineers” and, therefore, the employees should be paid as such. The employer placed into evidence numerous documents indicating that “mason tenders customarily are laborers and use forklifts.” Ultimately, the courts ruled in favor of the employer, holding the employees were mason tenders. *Mulligan*, 267 Ill. App. 3d at 774.

In doing so, the court held that the Department of Labor “has not refuted plaintiff’s inference that there is no difference between the work performed by Kane County mason tenders on private projects and the work performed by Kane County mason tenders on public projects. Therefore, the only proofs available to the court indicate that mason tenders in Kane County, public and private, are laborers and do drive forklifts.” *Id.* at 775.

Undoubtedly, *Mulligan* and *Illinois Landscape* seem inapposite. That is, *Illinois Landscape* clearly states that, “Landscape workers are currently covered by DOL’s laborer classification and getting paid approximately \$36 per hour on public works projects. DOL cannot consider what landscape workers are paid on private sector projects in determining wages or a new classification.” *Illinois Landscape*, 372 Ill. App. 3d at 925. Yet, *Mulligan* clearly allowed for consideration of the fact that “there is no difference between the work performed by Kane

County mason tenders on private projects and the work performed by Kane County mason tenders on public projects” when determining into which category to place an employee on a public works project. *Mulligan*, 267 Ill. App. 3d at 775.

My analysis of these cases and the statutory language used within the Prevailing Wage Act reveals that a unit of local government is provided the opportunity to “ascertain the general prevailing rate of hourly wages in the locality in which the work is to be performed, for each craft or type of worker or mechanic needed.” 820 ILCS 130/4(a). Should McLean County choose to do so on its own and forego using the classifications and rates determined by the Illinois Department of Labor, we would need to ensure that we include, when setting the rate for each individual craft or type of worker, “hourly cash wages plus annualized fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.” 820 ILCS 130/2.

Illinois Landscape, a 2007 case, seems clear that we “cannot consider what *** workers are paid on private sector projects in determining wages or a new classification.” *Illinois Landscape*, 372 Ill. App. 3d at 925. However, the older *Mulligan* decision from 1994, suggests that when determining prevailing wage job classifications, one can consider the job duties of private sector workers. *Mulligan*, 267 Ill. App. 3d at 775.

Unfortunately, at this point, I cannot give the Finance Committee or the Board much more direction regarding the setting of the prevailing wage classifications and amounts beyond what is contained within this memo. I have not read every case associated with the more than 150 annotations to the various sections of the Prevailing Wage Act. Of the authorities that I have looked at, none have identified a single unit of local government that has foregone the classifications and rates set by the Department of Labor. That is certainly not to say that doing so is prohibited. I simply could find no evidence in the authorities I reviewed of a unit of local government actually undertaking its own study to set the prevailing wage in its locality. Every case or authority that I have reviewed involved units of local government that adopted the Department of Labor’s classifications and wages.

Finally, in researching this matter, I directed an inquiry to the Illinois Municipal League to see if their staff was aware of any unit of local government attempted to set their own prevailing wage. The legislative director from the IML, Joe McCoy, indicated via email that his contacts did not “know of any local government that has established its own prevailing wage.” He continued, noting, “apparently some have tried, but to no avail” and that he “believed that it would be permissible if a local government approached the issue differently (perhaps using a different procedure) than what has been attempted in the past.” Unfortunately Mr. McCoy’s email did not indicate which units of local government attempted the undertaking nor what procedures were used in their attempts.

The question then remains, where does this leave the Board? Again, this month the Board must ascertain and post the prevailing rate of wages to be paid on all public works jobs. As such, it seems impractical if not impossible for the County to conduct its own study and set wages and

job categories itself by the end of the month. Therefore, staff recommends taking the traditional path and passing the attached resolution which adopts the categories and wages as set by the Illinois Department of Labor. Doing so satisfies the County's obligations under the Prevailing Wage Act.

Prevailing Rate of Public Works Wages for McLean County Ordinance

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Sections 130/0.01 through 130/12, Chapter 820 of the *Illinois Compiled Statutes*; and

WHEREAS, the aforesaid Act requires that the County of McLean investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workmen in the locality of said McLean County employed in performing construction of public works for said McLean County; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

To the extent as required by "An Act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in the construction of public works coming under the jurisdiction of the County of McLean, to the best of our knowledge and represented by the Illinois Department of Labor, is hereby ascertained to be the same as the prevailing rate of wages for construction work in McLean County areas as determined by the Department of Labor of the State of Illinois as of May 1, 2015, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of McLean. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this County to the extent required by the aforesaid Act.

The County Clerk shall publicly post or keep available for inspection by any interested party in the County Clerk's Office of this County (Room 102, Government Center) this determination of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

The County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file names and

addresses, requesting copies of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.

The County Clerk shall promptly file a certified copy of this Ordinance the Department of labor of the State of Illinois. The County Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of the public body.

ADOPTED by the County Board of McLean County, Illinois this 16th day of June, 2015.

APPROVED:

Matt Sorensen, Chairman
McLean County Board

ATTEST:

Kathy Michael,
Clerk of the County Board of McLean County, Illinois

McLean County Prevailing Wage for May 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng		
ASBESTOS ABT-GEN		BLD		30.630	31.630	1.5	1.5	2.0	7.700	11.52	0.000	0.800		
ASBESTOS ABT-GEN		HWY		32.490	33.040	1.5	1.5	2.0	7.700	11.87	0.000	0.800		
ASBESTOS ABT-MEC		BLD		32.140	34.640	1.5	1.5	2.0	11.17	10.76	0.000	0.720		
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400		
BRICK MASON		BLD		30.000	31.500	1.5	1.5	2.0	8.600	12.11	0.000	0.590		
CARPENTER		BLD		30.350	32.600	1.5	1.5	2.0	8.000	14.71	0.000	0.520		
CARPENTER		HWY		31.650	33.900	1.5	1.5	2.0	8.000	15.46	0.000	0.520		
CEMENT MASON		ALL		31.070	32.070	1.5	1.5	2.0	6.300	12.46	0.000	0.600		
CERAMIC TILE FNShER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580		
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380		
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260		
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430		
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280		
ELECTRICIAN		BLD		35.390	38.930	1.5	1.5	2.0	6.100	10.06	0.000	0.880		
ELECTRICIAN	E	BLD		37.090	39.090	1.5	1.5	2.0	6.100	8.580	0.000	0.550		
ELECTRONIC SYS TECH		BLD		30.190	32.190	1.5	1.5	2.0	6.100	8.360	0.000	0.400		
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600		
FENCE ERECTOR	E	ALL		32.210	34.110	1.5	1.5	2.0	8.840	10.02	0.000	0.900		
GLAZIER		BLD		31.870	33.870	1.5	1.5	1.5	10.25	7.700	0.000	1.250		
HT/FROST INSULATOR		BLD		43.350	45.850	1.5	1.5	2.0	11.47	12.36	0.000	0.720		
IRON WORKER	E	ALL		32.210	34.110	1.5	1.5	2.0	8.840	10.02	0.000	0.900		
IRON WORKER	W	BLD		31.810	33.710	1.5	1.5	2.0	9.390	12.91	0.000	0.540		
IRON WORKER	W	HWY		35.340	37.340	1.5	1.5	2.0	9.390	12.91	0.000	0.540		
LABORER		BLD		29.630	30.630	1.5	1.5	2.0	7.700	11.52	0.000	0.800		
LABORER		HWY		31.490	32.040	1.5	1.5	2.0	7.700	11.87	0.000	0.800		
LABORER, SKILLED		BLD		29.630	30.630	1.5	1.5	2.0	7.700	11.52	0.000	0.800		
LABORER, SKILLED		HWY		31.490	32.040	1.5	1.5	2.0	7.700	11.87	0.000	0.800		
LATHER		BLD		30.050	32.300	1.5	1.5	2.0	7.700	13.91	0.000	0.520		
MACHINERY MOVER	W	HWY		35.340	37.340	1.5	1.5	2.0	9.390	12.91	0.000	0.540		
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000		
MARBLE FINISHERS		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580		
MARBLE MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580		
MILLWRIGHT		BLD		30.800	33.050	1.5	1.5	2.0	8.000	14.69	0.000	0.520		
MILLWRIGHT		HWY		32.220	34.470	1.5	1.5	2.0	8.000	15.39	0.000	0.520		
OPERATING ENGINEER		BLD 1		37.050	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000		
OPERATING ENGINEER		BLD 2		34.450	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000		
OPERATING ENGINEER		BLD 3		30.160	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000		
OPERATING ENGINEER		HWY 1		38.150	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000		
OPERATING ENGINEER		HWY 2		35.460	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000		
OPERATING ENGINEER		HWY 3		31.030	41.150	0.0	0.0	0.0	7.250	18.23	0.000	0.000		
PAINTER		ALL		33.650	35.650	1.5	1.5	1.5	10.30	8.200	0.000	1.350		
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000		
PILEDRIVER		BLD		31.350	33.600	1.5	1.5	2.0	8.000	14.71	0.000	0.520		
PILEDRIVER		HWY		32.650	34.900	1.5	1.5	2.0	8.000	15.46	0.000	0.520		
PIPEFITTER		BLD		40.350	43.580	1.5	1.5	2.0	7.000	10.85	0.000	1.850		
PLASTERER		BLD		30.000	32.000	1.5	1.5	2.0	7.500	14.97	0.000	0.490		
PLUMBER		BLD		40.350	43.580	1.5	1.5	2.0	7.000	10.85	0.000	1.850		
ROOFER		BLD		30.580	32.110	1.5	1.5	2.0	8.450	7.220	0.000	0.250		
SHEETMETAL WORKER		BLD		32.170	33.780	1.5	1.5	2.0	8.620	14.81	0.000	0.780		
SIGN HANGER	W	HWY		35.340	37.340	1.5	1.5	2.0	9.390	12.91	0.000	0.540		
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350		
STEEL ERECTOR	W	HWY		35.340	37.340	1.5	1.5	2.0	9.390	12.91	0.000	0.540		
SURVEY WORKER	NOT	IN EFFECT			ALL	31.080	31.630	1.5	1.5	2.0	7.700	9.290	0.000	0.800
TERRAZZO FINISHER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580		
TERRAZZO MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580		
TILE MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580		
TRUCK DRIVER		O&C 1		26.400	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250		
TRUCK DRIVER		O&C 2		26.780	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250		
TRUCK DRIVER		O&C 3		26.960	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250		
TRUCK DRIVER		O&C 4		27.210	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250		
TRUCK DRIVER		O&C 5		27.920	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250		
TRUCK DRIVER	N	ALL 1		35.650	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250		
TRUCK DRIVER	N	ALL 2		35.800	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250		

TRUCK DRIVER	N	ALL	3	36.000	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	N	ALL	4	36.200	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	S	ALL	1	33.000	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	S	ALL	2	33.480	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	S	ALL	3	33.700	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	S	ALL	4	34.010	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	S	ALL	5	34.900	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250

Legend:

RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator,

ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination

units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.
TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batcher); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Turnapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump -

Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Member Owens/Soeldner moved the County Board to Request Approval of an Ordinance for Prevailing Rate of Public Works Wages for McLean County - County Administrator's Office. Mr. Erickson suggested looking into this matter further. (Refer to audio for comments). Mrs. Harris asked the question of where is the money from Drug Court? Mr. Wasson commented that it was the same amount as Drug Court. (Refer to audio for further comments). Mr. Finch thanked Don Knapp for his work on the Prevailing Wage program. (Refer to audio for further comments.) Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

Member Owens, Chair, presented the following

**A RESOLUTION OF THE McLEAN COUNTY BOARD
IN CONNECTION WITH SPECIAL ELECTION COSTS**

WHEREAS, on March 31, 2015, United States Congressman Aaron Schock resigned from the House of Representatives; and,

WHEREAS, Illinois Governor Bruce Rauner called for a special election to fill the vacancy; and,

WHEREAS, the special election will require both a primary election on July 7, 2015 and a general election on September 10, 2015; and,

WHEREAS, estimates indicate that the cost to McLean County of conducting the special election will exceed \$200,000; and,

WHEREAS, the Federal Election Commission indicates that at the beginning of the most recent reporting period, spanning January 1, 2015 through the day Mr. Schock resigned on March 31, 2015, the Schock for Congress campaign committee possessed \$3,290,781 in "cash on hand"; and,

WHEREAS, during the same reporting period, January 1, 2015 through March 31, 2015, Mr. Schock's campaign committee received an additional \$166,005 in total receipts; and,

WHEREAS, the Chairman of the McLean County Board, sent a letter to Mr. Schock requesting that Mr. Schock pay the county's costs for the special election; therefore,

BE IT RESOLVED that the citizens and the County Board of McLean County recognize the significant costs of this special election to the taxpayers of McLean County and hereby request that Aaron Schock reimburse the county government of McLean County, Illinois, all its costs related to the holding of both a primary and general election for the 18th Congressional District.

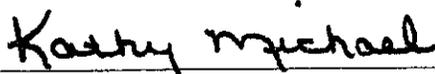
ADOPTED by the McLean County Board this 16th day of June, 2015.

APPROVED:



Matt Sorensen, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County Board
McLean County, Illinois

Member Owens moved the County Board to Request approval of a Resolution of the McLean County Board in Connection with Special Election Costs. Clerk Michael shows all members present voting in favor after the supporting resolution passes. Motion carried. "Discussion followed. (Full audio available at <http://www.mcleancountyil.gov/Archive.aspx>)."

Member Owens, Chair, presented the following

An **EMERGENCY APPROPRIATION** Ordinance
Amending the McLean County Fiscal Year 2015
Combined Annual Appropriation and Budget Ordinance
Fund 0112 Health Fund
Health Department 0061-0069

WHEREAS, the McLean County Board, on November 18, 2014, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2015 Fiscal Year beginning January 1, 2015 and ending December 31, 2015; and

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Health Department 0112; and

WHEREAS, the Community need for a mental health crisis residential unit was a key element of the report completed by the County Board Mental Health Advisory Groups; and

WHEREAS, the Health Department 0061-0069 Drug Court Program has been advised that alternative funding for drug court services concurrent with the start-up of the new community crisis stabilization/medically monitored detoxification program in the State of Illinois 2015 Fiscal Year (SFY2015) and McLean County's Fiscal Year 2015 is available; and

WHEREAS, the McLean County Board acknowledges that the provision of the crisis stabilization/ medically monitored detoxification program facility is an asset to the community's behavioral health capacity and options related to Drug Court goals and objectives; and

WHEREAS, it is appropriate to reallocate funding directed to drug court services during SFY2015 and budgeted for the County's Fiscal Year 2015 to provide local compensation of unreimbursed start-up costs in the provision of the community crisis stabilization/medically monitored detoxification facility in Fiscal Year 2015; and

WHEREAS, the Finance Committee, on Wednesday, June 3, 2015, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2015 to appropriate and budget this additional revenue in the Fiscal Year 2015 Adopted Budget; now, therefore,

(2)

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to amend the appropriated budget of the Health Fund 0112, Health Department 0061, Drug Court Services Program 0069:

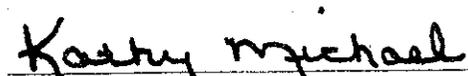
	<u>ADOPTED BUDGET</u>	<u>CHANGE</u>	<u>AMENDED BUDGET</u>
0112-0061-0069-0706.0005 Drug Court/Chestnut Health	\$196,393.00	(\$196,393.00)	\$0.00
0112-0061-0069-0706.0002 Mental Health Services	\$0.00	\$196,393.00	\$196,393.00
Total	\$196,393.00	\$ 0.00	\$196,393.00

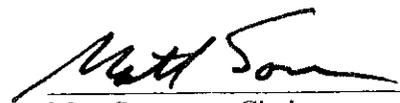
2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Health Department, and County Administrator.

ADOPTED by the County Board of McLean County this 16th day of June, 2015.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the
County Board of McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

Member Owens/Finch moved the County Board to Request for approval of an Emergency Appropriation Ordinance of the McLean County Board Amending the 2015 Combined Annual Appropriation and Budget Ordinance for Fund 0112 Health Fund for the Drug Court Program - County Administrator's Office. Clerk Michael shows all members present voting in favor after the closed resolution. Motion carried. "Discussion followed. (Full audio available at <http://www.mcleancountyil.gov/Archive.aspx>)."

11/1/15

Report of the County Administrator
Member Segobiano, Chair, stated they had no items for action.

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2015
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

Finance Committee

FUND 0001
 DEPT 0004
 PGM 0004

County General Fund
 County Treasurer
 County Treasurer

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0718.0001	Schooling & Conf.	1,000.00	0833 0002	Purchase Computer Equip	1,000.00
		<u>1,000</u>			<u>1,000</u>

JUSTICE Committee

FUND 0156
 DEPT 0020
 PGM 0079

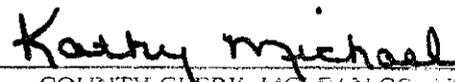
IDPA IV-D Fund
 State's Attorney
 Child Support

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0795 0003	Telephone Expense	667.00	999 0001	Transfer	67.00
		<u>667</u>			<u>667</u>

ADOPTED BY THE County Board of McLean County, Illinois
 THIS 16th DAY OF June, 2015



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY

Approval of Bills

Members Segobiano/Caisley moved to approve the bills as presented. Clerk Michael shows all
 Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until July 21, 2015 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:25 a.m.

Matt Sorensen
County Board Chairman

Kathy Michael

Kathy Michael
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Kathy Michael, 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 16th day of June, 2015 and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 16th day of June, 2015.

Kathy Michael

Kathy Michael
McLean County Clerk