

Minutes of the Transportation Committee

The Transportation Committee of the McLean County Board met on Tuesday, February 6, 2018 at 8:07 a.m. in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois.

Members Present: Chairman Caisley, Members Robustelli, Johnson, Metsker, Martin

Members Absent: Members Cavallini and Barnett

Other Members Present: Chairman McIntyre

Staff Members Present: Mr. Bill Wasson, County Administrator, Mr. Don Knapp, Assistant County Administrator, Ms. Jessica Woods, First Civil Assistant State's Attorney Civil, Mr. Eric Schmitt, Administrative Services Director; Ms. Julie Morlock, Recording Secretary

Department Heads Present: Mr. Jerry Stokes, County Engineer,

Others Present: Mr. Luke Hohulin, Assistant County Engineer

Chairman Caisley called the meeting to order at 8:07 a.m. and presented the January 2, 2018 Transportation Committee Minutes for approval.

Motion by Metsker/Robustelli to recommend approval of the January 2, 2018 Transportation Committee Minutes
Motion Carried.

Chairman Caisley presented the bills as of January 26, 2018 for review and approval. The prepaid total is \$849,743.03.

MCLEAN COUNTY BOARD COMMITTEE REPORT

PAGE 1 OF 9

AS OF 1/26/2018

EXPENDITURE SUMMARY BY FUND

Transportation Committee

FUND	FUND TITLE	PENDING TOTAL	PREPAID TOTAL	FUND TOTAL
0006	SHOW BUS		\$500,676.36	\$500,676.36
0120	HIGHWAY		\$226,689.52	\$226,689.52
0121	BRIDGE MATCHING FUND		\$17,055.12	\$17,055.12
0123	MOTOR FUEL TAX		\$5,507.12	\$5,507.12
0501	TOWNSHIP MOTOR FUEL TAX		\$99,814.91	\$99,814.91
			\$849,743.03	\$849,743.03

Motion by Metsker/Martin to recommend payment bills as of January 26, 2018 as submitted by the County Auditor in the amount of \$849,743.03.
Motion carried.

Chairman Caisley confirmed there were no members of the public to appear before the Committee.

Chairman Caisley presented for action a request to approve a Resolution & Bid Tab for January 30, 2018 Equipment Letting. Mr. Stokes provided information on the three trucks that would be purchased, vendor they recommend purchasing from and updated budget information for equipment. Ms. Metsker asked for clarification on budget numbers. Mr. Stokes went over numbers. Ms. Metsker asked him to confirm they purchased backhoe but not the hammer. Mr. Stokes confirmed.

Motion by Metsker/Johnson to recommend approval of a Resolution & Bid Tab for January 30, 2018 Equipment Letting.

Motion carried.

Chairman Caisley presented for action a request to approve a Resolution & Bid Tab for January 30, 2018 Construction Letting. Mr. Caisley asked if this was going to be a bridge. Mr. Stokes confirmed this would be a bridge. He stated this is one of the last two timber pile bridges. He stated that Township Bridge program will pay 80% and Township and County will pay 10% each. Ms. Metsker asked when this project would start. Mr. Stokes indicated middle of April. Mr. Caisley asked about structure of proposed bridge. Mr. Stokes discussed reasons for building a double versus single span bridge.

Motion by Metsker/Robustelli to recommend approval of a Resolution & Bid Tab for January 30, 2018 Construction Letting.

Motion Carried.

Chairman Caisley presented for action a request to approve a Motor Fuel Tax Resolution, Colfax Road, Section 18-00153-02-RS. Mr. Caisley asked if this would be similar to project in Lexington. Mr. Stokes confirmed it would. Mr. Caisley asked if this includes curb and gutter and sidewalk repair. Mr. Stokes stated there would not be as much curb and gutter as in Lexington and it would update sidewalks with ADA ramps. Ms. Metsker asked when this project would start. Mr. Stokes stated they have a March letting and a July completion date.

Motion by Metsker/Martin to recommend approval of a Motor Fuel Tax Resolution, Colfax Road, Section 18-00153-02-RS.

Motion Carried.

Chairman Caisley presented for action a request to approve reconsideration of approval of Road Upgrade and Maintenance Agreement with McLean County Wind Energy, LLC. Ms. Metsker asked about changes regarding purchasing the contract. Mr. Knapp stated that Committee approved agreement last month but discussed having a clause included for a late fee for late payments. Mr. Knapp stated Invenergy was ok with this addition, but while making changes realized the assignment language in this agreement was different from in the last two agreements, so they proposed changed assignment language. He stated that language before was assignment with consent and this language says that we cannot

withhold assignment unreasonably. He pointed out that any assignments would require the new party to assume all obligations in the agreement. Ms. Metsker asked for confirmation that McLean County Wind Energy could assign this agreement without consent of the Board. Mr. Caisley stated that she was correct. Ms. Metsker stated that she was not in favor of this new agreement. Mr. Robustelli asked if the administrative fee would cover additional duties of evaluating and enforcing new permits for not only this agreement but also the other agreement we would be considering next. Mr. Stokes stated factors including fees, footprint of the project, how many miles of County highway would be involved had been discussed and it was determined the \$75,000 per year would cover the additional staff time. He also stated that road damage repair costs and re-paving road at the end of the project would be covered separately by the Company.

Mr. Robustelli stated he was concerned and asked if they would have the appropriate amount of staff for work generated by these two wind farms. Mr. Stokes stated that the Township would have to hire a consultant firm to oversee project and the County might utilize them as well. Mr. Robustelli asked language should be included in the agreement should we would need to hire someone to handle additional work. Ms. Metsker stated that a couple of the Township road commissioners are working to include that in their agreements with the Wind farm and agree that we might want to have similar language in their agreements. Mr. Wasson stated that the \$75,000 is to compensate us for additional costs we might incur which could be the hiring of additional staff. Ms. Metsker stated she felt that might not be enough. Ms. Woods stated that Invenergy originally proposed \$50,000 over 4 years and we asked to increase that to \$75,000 for 3 years. She also pointed out that they will give us the first \$75,000 before project begins so we are never out costs. Mr. Caisley asked for confirmation of amount that would be paid under the second contract we were considering today. M. Woods stated the County would receive \$75,000 in the first year and \$25,000 in the second year. Mr. Robustelli questioned the amount and asked them to confirm that as part of the negotiations Staff took into account the costs of additional highway staff for implementation. He stated he would rather have something in the contract that covered us instead of side conversations. Mr. Knapp stated amount was based on historical practices and analysis by staff of how much additional money they would need.

Ms. Metsker asked for reasoning behind hiring a full time staff person for this short-term project. Mr. Schmitt stated that based on potential retirements at the Highway Department this benefits us as we could hire someone full time during this project and train them before person on staff retires. Ms. Metsker agreed that would be beneficial to our department, but still wanted to see some language added regarding ability to negotiate. Mr. Schmitt stated that many of these permits will be Master permits based on continuous load amounts, so the fee of the permits primarily covers staff time. Ms. Metsker asked about notification regarding timing of loads on our roads. Mr. Schmitt stated that today's technology allows them to send and receive notices on a consistent basis with up to date information. Mr. Martin asked if company assigns would the new company be responsible for damages to the County roads. Ms. Woods indicated that whomever purchases the contract would have to assume the rights and obligations of the contract so they would be responsible for damages. Ms. Woods further stated that language in questions was added

for financial reasons, as they wanted to insure that one or more of their subsidiaries could finance all or part of the project. Ms. Metsker stated that she is still concerned that they could sell this contract without consulting the Board and felt we should have some consideration.

Mr. Robustelli stated that on page 30 of the packet under Section I he reads it to say that we will use our best efforts to secure modifications to this agreement as may be reasonably requested by this external third party financing agency. He asked why we would agree to that and not get anything in return considering that in another paragraph we also agree we will not modify this agreement. Mr. Wasson stated Staff had discussions regarding this and we are relying on unreasonable wording as we feel it would give us a defensible case. Mr. Robustelli asked them to confirm his reading of this is correct and if they sold this and a financier came in wanting changes to this agreement we would do our best efforts to secure modifications but we would not be able to suggest any changes we might have under this agreement as he is concerned this sets a precedent. Ms. Woods stated that Section I language in her legal opinion refers more to changing the names and ownership of the document and not re-writing the entire document. She further stated that under Section 3 if this agreement is transferred then new party inherits obligations. Ms. Woods also confirmed Mr. Wasson's statement that the term "reasonably requested" also protects us. Mr. Knapp provided examples of reasonable requests versus unreasonable requests regarding assignment of the agreement. He stated that similar language is in two of our previous agreements with Bright Stalk and Black Prairie. Mr. Caisley stated that the question before the Committee is whether we want to reconsider the action taken the previous month.

Motion by Metsker/Martin to recommend approval of reconsideration of a Road Upgrade and Maintenance Agreement with McLean County Wind Energy, LLC.

Motion Carried.

Robustelli and Metsker voted against

Chair voted in favor

Chairman Caisley presented for action a request to approve a Road Upgrade and Maintenance Agreement with Lexington Chenoa Wind Farm, LLC. Mr. Stokes confirmed we would have \$75,000 up front and \$25,000 in the second year, which is based on small footprint and fees. Mr. Stokes stated that EDP is paying for road upgrades up front, so Staff came up with estimate and added an amount to take into consideration any increases in costs for road improvements over the next few years. He stated this is different from Invenergy because they will reimburse us at the end of the project for road repairs. Ms. Metsker asked him the amount he built in for commodities. Mr. Stokes indicated they added in 20% of the estimated costs and felt that based on shape of the road and experience that would be enough money. Ms. Metsker asked about a late fee on this agreement. Staff confirmed that language was added to the end of the agreement. Ms. Metsker indicated she has the same concern as the last agreement. Mr. Robustelli stated he would be voting for this agreement because this is the first agreement with this company and we negotiated these factors with them. He stated that he opposed to

Transportation Committee Minutes

February 6, 2018

Page 5 of 5

previous agreement as he felt we were in a better position with the original agreement and did not support changing that agreement.

Motion by Metsker/Barnett to recommend approval of a Road Upgrade and Maintenance Agreement with Lexington Chenoa Wind Farm, LLC.

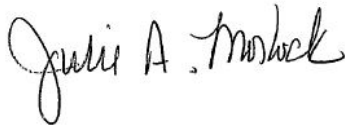
Motion Carried.

Ms. Metsker voted against

Chairman Caisley reported there were no positions were filled under the purview of the Highway Department. He stated the Committee would meet again on March 6 at 8:00 a.m.

Chairman Caisley and the Committee extended congratulations to Member Barnett and his wife on the birth of their son. He asked if there was any other business to come before the Committee; hearing none, he adjourned the Transportation Committee at 9:10 a.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Julie A. Morlock". The signature is written in black ink and is positioned above the typed name and title.

Julie Morlock
Recording Secretary