



TRANSPORTATION COMMITTEE AGENDA
McLean County Government Center, -
115 E. Washington St., Room 400, Bloomington, IL
Tuesday, December 3, 2019
8:00 a.m.

1. Roll Call
2. Approval of Minutes: **November 5, 2019 regular meeting**
3. Recommend Payment of Bills & Appropriation Transfer Request Forms
4. Appearance by Members of the Public and County Employees
5. Departmental Matters:
 - A. **Items to be presented for action:**
 - 1) Maitland Bridge – Section 10-11127-00-BR, Dale Road District 3-13
 - a) Request Approval of Local Public Agency Agreement for Federal Participation (pgs 3-11)
 - b) Request Approval of Bridge Construction Petition for Bridge Replacement (pgs 12-13)
 - 2) Request Approval of Engineering Services Agreement – Hampton Lenzini & Renwick, Bridge and Box Culvert Inspection –Bright Stalk Wind Farm 14-24
 - 3) Request Approval to update County Ordinance Imposing Weight Limitations 25-41
 - 4) Request Approval of Weight Limit Resolution 42
 - a) Arrowsmith Road, CH 15 43
 - b) Downs Road, CH 36 44
 - c) Lexington-Leroy Road, CH 21 45
 - d) White Oak Road, CH 70 46
 - e) Danvers-Yuton Road, CH 18 47
 - 5) Request Approval of Emergency Appropriation Ordinance – McLean County Bridge Fund 0121 48-49
 - 6) Request approval of Engineering Services Agreement - Hampton, Lenzini & Renwick, Takiff Bridge, Empire Township – 19-16137-00-BR 50-62

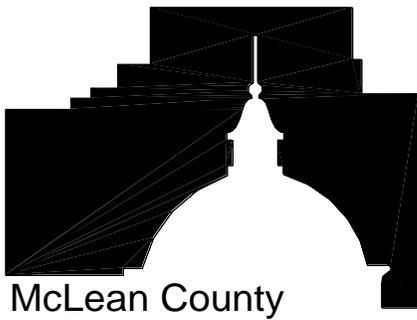
- 7) Motor Fuel Tax Funds
 - a) CLOSED SESSION (if necessary) pursuant to section 2 (c)(1) of the Open Meetings Act (5 ILCS 120/2(c)(1)) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.
 - b) Request approval of Motor Fuel Tax Resolution 63

B. Items to be presented for information:

- 1) Report on positions recently filled
- 2) Project Summaries
 - a) Money Creek II Bridge (CH 63) – Section 17-00123-01-BR 64
 - b) Old Colonial Road (CH 30) – Section 18-00036-02-RS 65
- 3) Other

6. Other Business and Communication

7. Adjournment



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445
(309) 662-8038 FAX

DATE: November 20, 2019

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

FROM: Jerry Stokes, County Engineer

**Section 10-11127-00-BR
Dale Road District**

**Local Agency Funding Agreement - IDOT
Bridge Construction Petition**

Recommended Action:

The Highway Department recommends approval of the Local Agency Agreement for Federal Participation for the reconstruction of the Maitland Bridge, Section 10-11127-00-BR in Dale Township. The Highway Department also recommends approval of the Bridge Petition for the construction of the Maitland Bridge.

Background:

The replacement of the bridge located approximately 925 feet north of 1200 North Road on 750 East Road in Dale Township will occur next year. The existing bridge is a 3-span continuous concrete slab bridge with timber abutments, timber piles for the abutments and timber guardrail. The proposed structure will be a 3-span continuous concrete slab bridge on encased steel piles.

The funding for this project includes \$720,000 from the Surface Transportation Program (STP) – Bridge. The Federal STP – Bridge Funds cover 80% of the construction cost. McLean County and Dale Road District will each pay for 10% of the construction cost.

This project is schedule for the IDOT letting in January with construction starting in April/May.



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
McLean County		McLean	10-11127-00-B R
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
SP B r		N/A	N/A

Construction on State Letting Construction Local Letting Day Labor Local Administered Engineering Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-053-19	YURA(102)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	From	To
N 750 E Rad	TR 0094	0.01	3.72	3.73

Location Termini
4.5 Miles Northwest of Shirley AT Kings Mill Creek

Current Jurisdiction	Existing Structure Number(s)	<input type="button" value="Add Location"/>
Dale Township	057-3901	<input type="button" value="Remove"/>

PROJECT DESCRIPTION

The project consist of removing the existing bridge, realigning the roadside ditches, constructing 14" ag base course and surface course, earth shoulder, SPB GR earth ex, stone riprap, building a three span continuous slab bridge at Kings Mill Creek. P roposedSN 057-3919.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share \$ 18 0000 .00 _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

1.	Location Map
2.	Division of Cost
3.	Jurisdiction Addendum
4.	GATA Reporting Addendum
Add Row	

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

John D. McIntyre

Title of Official

County Board Chairman

Signature

Date

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The above signature certifies the agency's Tin number is
376001569 conducting business as a Governmental Entity.

Duns Number 176376739

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

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By:

Director of Planning & Programming

Date

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Director of Planning & Programming

Date

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Philip C. Kaufmann, Chief Counsel

Date

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Chief Fiscal Officer (CFO)

Date

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NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Addenda Number 1



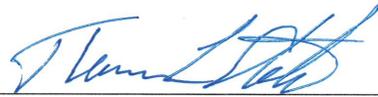
Location Map

ADDENDUM # 3

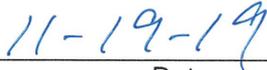
Jurisdiction

The Dale ROAD DISTRICT hereby agrees:

1. To the implementation of the subject improvement by the STATE and COUNTY.
2. To retain jurisdiction of the completed improvement.
3. To maintain or cause to be maintained in a manner satisfactory to the STATE and THE FHWA, the completed improvement.



Highway Commissioner



Date

BRIDGE CONSTRUCTION PETITION

Section 10-11127-00-BR Maitland Bridge

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

Maitland Bridge Replacement located on 750 East Road, 1,200 feet north of the intersection of 1200 North Road & 750 East Road

Ladies and Gentlemen:

Dale 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 SE ¼ of Section 8, T23N, R1E of the 3rd P.M., Dale Road District.

That of the funds appropriated at the November 2019 meeting of the McLean County Board \$90,000.00 be used as the County’s share of the cost of this structure. Dale Road District’s share of the cost of the structure is \$90,000.00

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

Dale 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 \$900,000.00 and the present structure is inadequate.

Dale 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
Dale Road District

Approved: 

County Engineer, McLean County, IL

Date: November 30, 2019

ATTEST

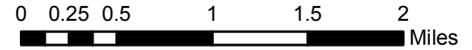
Mr. John D. McIntyre, Board Chairman

Date: _____

Kathy Michael, McLean County Clerk

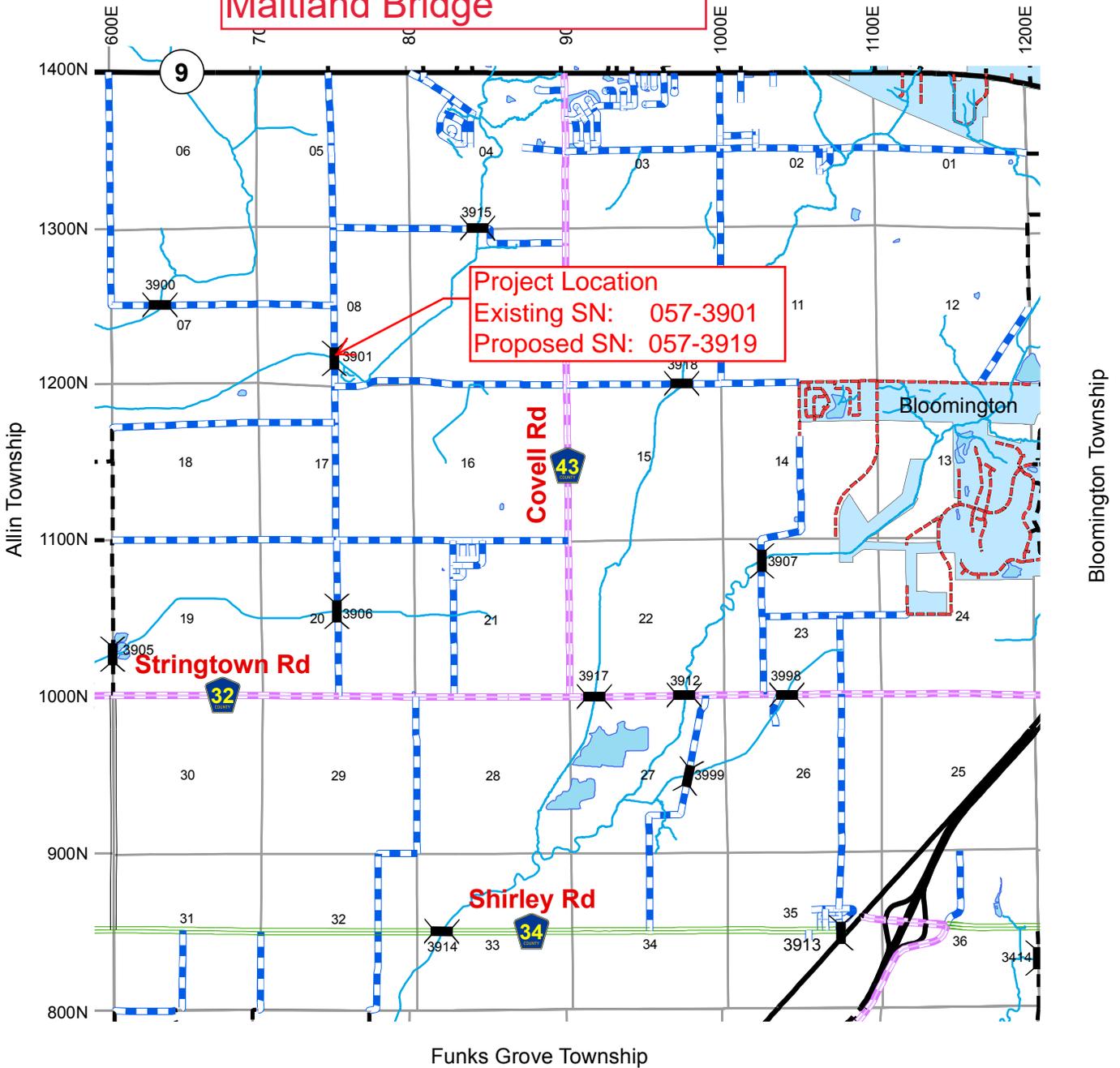
Dale Township

T23N R1E



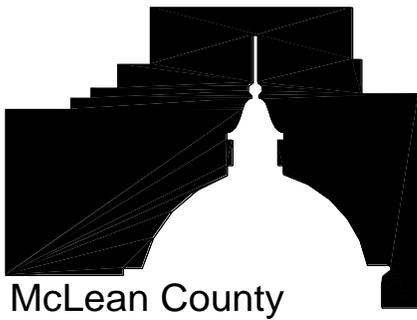
1 inch equals 1 mile

Dale Road District
Section: 10-11127-00-BR
Maitland Bridge



Project Location
Existing SN: 057-3901
Proposed SN: 057-3919

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



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445
(309) 662-8038 FAX

DATE: November 20, 2019

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

FROM: Jerry Stokes, County Engineer

Engineering Agreement with Hampton, Lenzini & Renwick

Recommended Action:

The Highway Department recommends approval of the Engineering Agreement with Hampton, Lenzini & Renwick for bridge and culvert inspection for the Bright Stalk Wind Farm.

Background:

Hampton, Lenzini & Renwick (HLR) provided bridge rating analysis on bridge and box culverts for the Bright Stalk Wind Farm project. The ratings looked at the loadings of the components crossing the structure.

With this Agreement, HLR will provide inspection of the bridges and concrete box culverts to verify there was no damage from the wind farm project.

After completion of inspections, McLean County will be reimbursed from the developer of the Bright Stalk Wind Farm, EDP Renewables.

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 17th day of December, 2019 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 Bridge and Culvert Inspections within Bright Stalk Wind Project

Structure No. 22 designated bridges and culverts

Description: Complete condition inspections to verify final condition and load capacity ratings of structures utilized during the BrightStalk Wind Development.

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. Complete field inspections of 7 bridges and 15 box culverts as designated in Exhibit A (Project drawings T-202 & T-203)
 - b. Provide a report noting the condition and noticeable defects throughout each structure, along with photographs as needed.
 - c. Review the final load rating of any structures with structural deficiencies.
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 or structural seal where such is required by law.

THE LA AGREES

1. To pay for all services stipulated under paragraphs 1a, 1b, 1c, 2, 3, 4, 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.

The upper limit of compensation for these services listed above shall be \$12,700.

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>HLR 2019 Hourly Rate</u>
Principal	\$218.00
Engineer 6	175.00
Engineer 5	155.00
Engineer 4	150.00
Engineer 3	130.00
Engineer 2	110.00
Engineer 1	90.00
Structural 2	200.00
Structural 1	155.00
Technician 3	130.00
Technician 2	110.00
Technician 1	80.00
Intern/ Temp	55.00
Land Acquisition	130.00
Survey 2	130.00
Survey 1	105.00
Environmental 2	135.00
Environmental 1	75.00
Administration 2	125.00
Administration 1	65.00

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 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.
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 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 _____
County Clerk

By _____

(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 _____
Joseph Frazee

By _____
Steven W. 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.

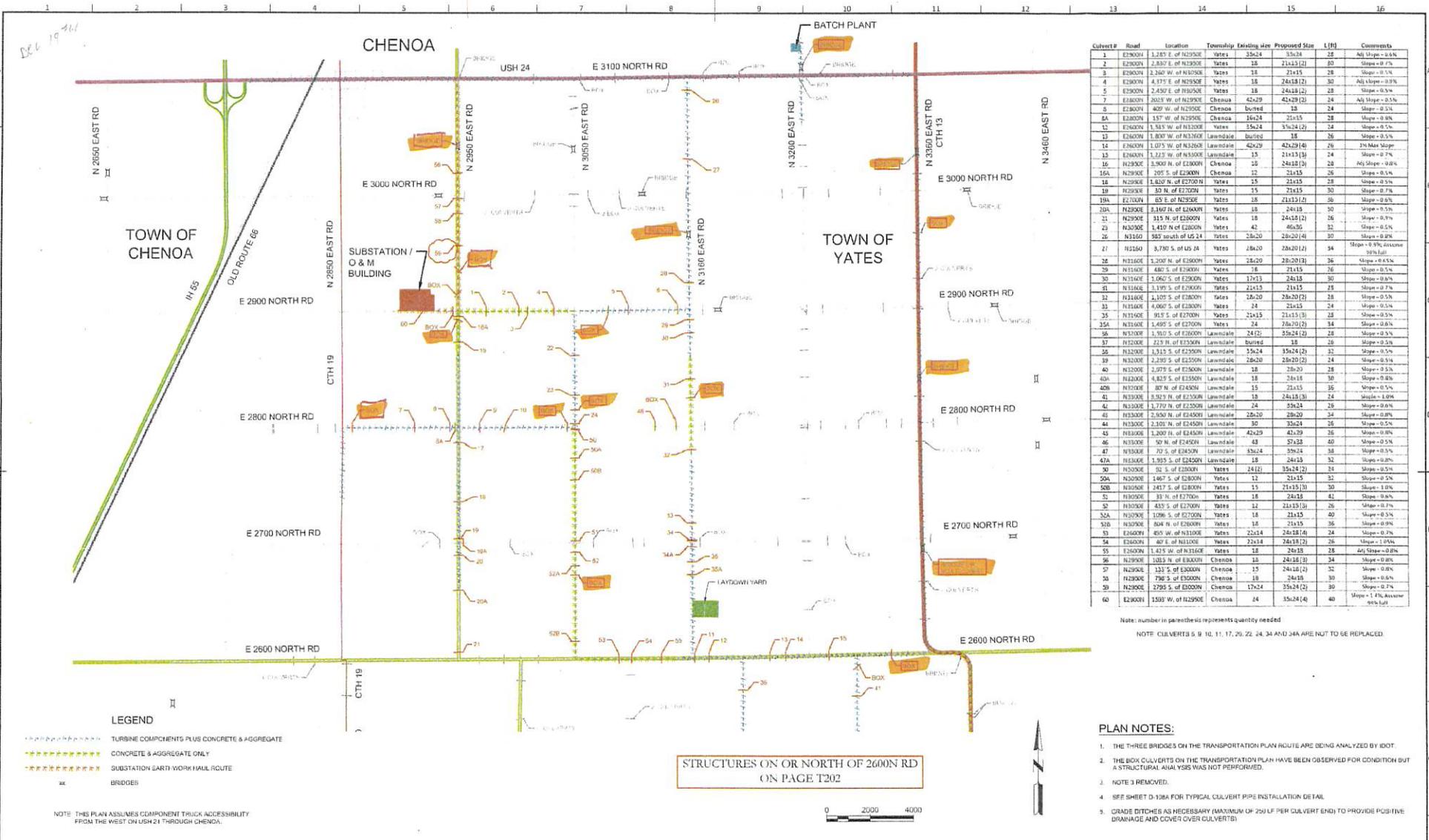
Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

36-2555986
Requisition/Contract/Grant
ID Number

Steven W. Megginson
Signature of Authorized Representative

Steven W. Megginson, Vice President
Printed Name and Title

06-05-2018
Date



Culvert #	Road	Location	Township	Existing size	Proposed Size	L (ft)	Comments
1	E2800N	1,215 E. of N2950E	Yates	28x24	36x24	28	Adj Slope = 0.5%
2	E2800N	1,837 E. of N2950E	Yates	28	21x15 (2)	28	Slope = 0.7%
3	E2800N	1,240 W. of N2950E	Yates	18	21x15	28	Slope = 0.5%
4	E2800N	1,377 E. of N2950E	Yates	18	24x18 (2)	30	Adj Slope = 0.9%
5	E2800N	1,459 E. of N2950E	Yates	18	24x18 (2)	28	Slope = 0.5%
7	E2800N	1,915 W. of N2950E	Chenoa	42x49	42x49 (2)	24	Adj Slope = 0.5%
8	E2800N	409 W. of N2950E	Chenoa	boxed	15	24	Slope = 0.5%
8A	E2800N	1,517 W. of N2950E	Chenoa	16x24	21x15	28	Slope = 0.8%
12	E2600N	1,583 W. of N2950E	Yates	36x24	36x24 (2)	28	Slope = 0.5%
13	E2800N	1,800 W. of N2950E	Lawndale	boxed	18	28	Slope = 0.5%
14	E2800N	1,075 W. of N2950E	Lawndale	42x29	42x29 (2)	26	2% Max Slope
15	E2800N	1,223 W. of N2950E	Lawndale	15	21x15 (3)	24	Slope = 0.7%
16	N2950E	1,500 N. of E2800N	Chenoa	10	24x18 (3)	28	Adj Slope = 0.8%
16A	N2950E	1,095 S. of E2800N	Chenoa	12	21x15	28	Slope = 0.5%
18	N2950E	1,820 N. of E2700N	Yates	25	21x15	28	Slope = 0.5%
19	N2950E	30 N. of E2700N	Yates	15	21x15	30	Slope = 0.7%
19A	E2700N	65 E. of N2950E	Yates	18	21x15 (2)	26	Slope = 0.8%
20A	N2950E	1,167 N. of E2600N	Yates	18	24x18	30	Slope = 0.5%
21	N2950E	125 N. of E2600N	Yates	18	24x18 (2)	26	Slope = 0.7%
23	N3000E	1,410 N. of E2800N	Yates	42	46x36	32	Slope = 0.5%
26	N3160E	985 south of US 24	Yates	28x20	28x20 (4)	30	Slope = 0.8%
27	N2160	3,730 S. of US 24	Yates	28x20	28x20 (2)	34	Slope = 0.7% average 0.9% high
28	N3160E	1,200 N. of E2800N	Yates	28x20	28x20 (3)	26	Slope = 0.5%
29	N3160E	480 S. of E2800N	Yates	18	21x15	36	Slope = 0.5%
30	N3160E	1,040 S. of E2800N	Yates	12x13	24x18	30	Slope = 0.8%
31	N3160E	1,190 S. of E2800N	Yates	21x15	21x15	28	Slope = 0.7%
32	N3160E	1,100 S. of E2800N	Yates	16x20	28x20 (2)	28	Slope = 0.5%
33	N3160E	4,060 S. of E2800N	Yates	24	21x15	24	Slope = 0.5%
35	N3160E	915 S. of E2700N	Yates	24x15	21x15 (3)	28	Slope = 0.5%
35A	N3160E	1,490 S. of E2700N	Yates	24	28x20 (2)	34	Slope = 0.8%
36	N3100E	1,910 S. of E2600N	Lawndale	24 (2)	36x24 (2)	28	Slope = 0.5%
37	N2200E	215 N. of E2300N	Lawndale	boxed	18	28	Slope = 0.5%
38	N2200E	1,315 S. of E2500N	Lawndale	36x24	36x24 (2)	32	Slope = 0.5%
39	N2200E	2,290 S. of E2500N	Lawndale	16x20	18x20 (2)	24	Slope = 0.5%
40	N2200E	2,070 S. of E2500N	Lawndale	18	28x20	28	Slope = 0.5%
40A	N2200E	4,820 S. of E2500N	Lawndale	18	24x18	30	Slope = 0.8%
40B	N2200E	80 N. of E2400N	Lawndale	15	21x15	36	Slope = 0.5%
41	N2200E	1,920 N. of E2300N	Lawndale	18	24x18 (3)	24	Slope = 1.0%
42	N2200E	1,770 N. of E2300N	Lawndale	24	36x24	28	Slope = 0.8%
43	N2300E	2,950 N. of E2400N	Lawndale	28x20	28x20	34	Slope = 0.8%
44	N2300E	1,100 N. of E2400N	Lawndale	30	36x24	26	Slope = 0.5%
45	N2300E	1,200 N. of E2400N	Lawndale	42x29	42x29	26	Slope = 0.8%
46	N2300E	50 N. of E2400N	Lawndale	48	57x38	40	Slope = 0.5%
47	N2300E	70 S. of E2400N	Lawndale	36x24	36x24	36	Slope = 0.5%
47A	N2300E	1,955 S. of E2400N	Lawndale	18	24x18	32	Slope = 0.8%
50	N2950E	50 S. of E2800N	Yates	24 (2)	36x24 (2)	34	Slope = 0.5%
50A	N2950E	1,460 S. of E2800N	Yates	12	21x15	32	Slope = 0.5%
50B	N2950E	2,417 S. of E2800N	Yates	15	21x15 (3)	30	Slope = 1.0%
51	N3050E	33 N. of E2700N	Yates	18	24x18	41	Slope = 0.8%
52	N3050E	435 S. of E2700N	Yates	12	21x15 (3)	26	Slope = 0.7%
52A	N3050E	1,096 S. of E2700N	Yates	18	21x15	40	Slope = 0.8%
52B	N3050E	804 N. of E2600N	Yates	12	21x15	36	Slope = 0.9%
53	E2600N	455 W. of N3100E	Yates	22x14	24x18 (4)	24	Slope = 0.7%
54	E2600N	407 E. of N3100E	Yates	22x14	24x18 (2)	26	Slope = 1.0%
55	E2500N	1,475 W. of N2160E	Yates	18	24x18	18	Adj Slope = 0.8%
56	N2950E	1,035 N. of E2800N	Chenoa	12	24x18 (3)	24	Slope = 0.8%
57	N2950E	133 S. of E2800N	Chenoa	15	24x18 (2)	32	Slope = 0.8%
58	N2950E	796 S. of E2800N	Chenoa	18	24x18	30	Slope = 0.6%
59	N2950E	2,795 S. of E2800N	Chenoa	17x24	36x24 (2)	30	Slope = 0.7%
60	E2800N	1,597 W. of N2950E	Chenoa	24	36x24 (4)	40	Slope = 1.1% average 0.5% high

Note: number in parenthesis represents quantity needed
 NOTE: CULVERTS 5, 9, 10, 11, 17, 20, 22, 24, 34 AND 34A ARE NOT TO BE REPLACED.

- PLAN NOTES:**
- THE THREE BRIDGES ON THE TRANSPORTATION PLAN ROUTE ARE BEING ANALYZED BY IDOT.
 - THE BOX CULVERTS ON THE TRANSPORTATION PLAN HAVE BEEN OBSERVED FOR CONDITION BUT A STRUCTURAL ANALYSIS WAS NOT PERFORMED.
 - NOTE 3 REMOVED.
 - SFE SHEET D-108A FOR TYPICAL CULVERT PIPE INSTALLATION DETAIL.
 - GRADE DITCHES AS NECESSARY (MAXIMUM OF 250 LF PER CULVERT END) TO PROVIDE POSITIVE DRAINAGE AND COVER OVER CULVERTS.

STRUCTURES ON OR NORTH OF 2600N RD
 ON PAGE T202



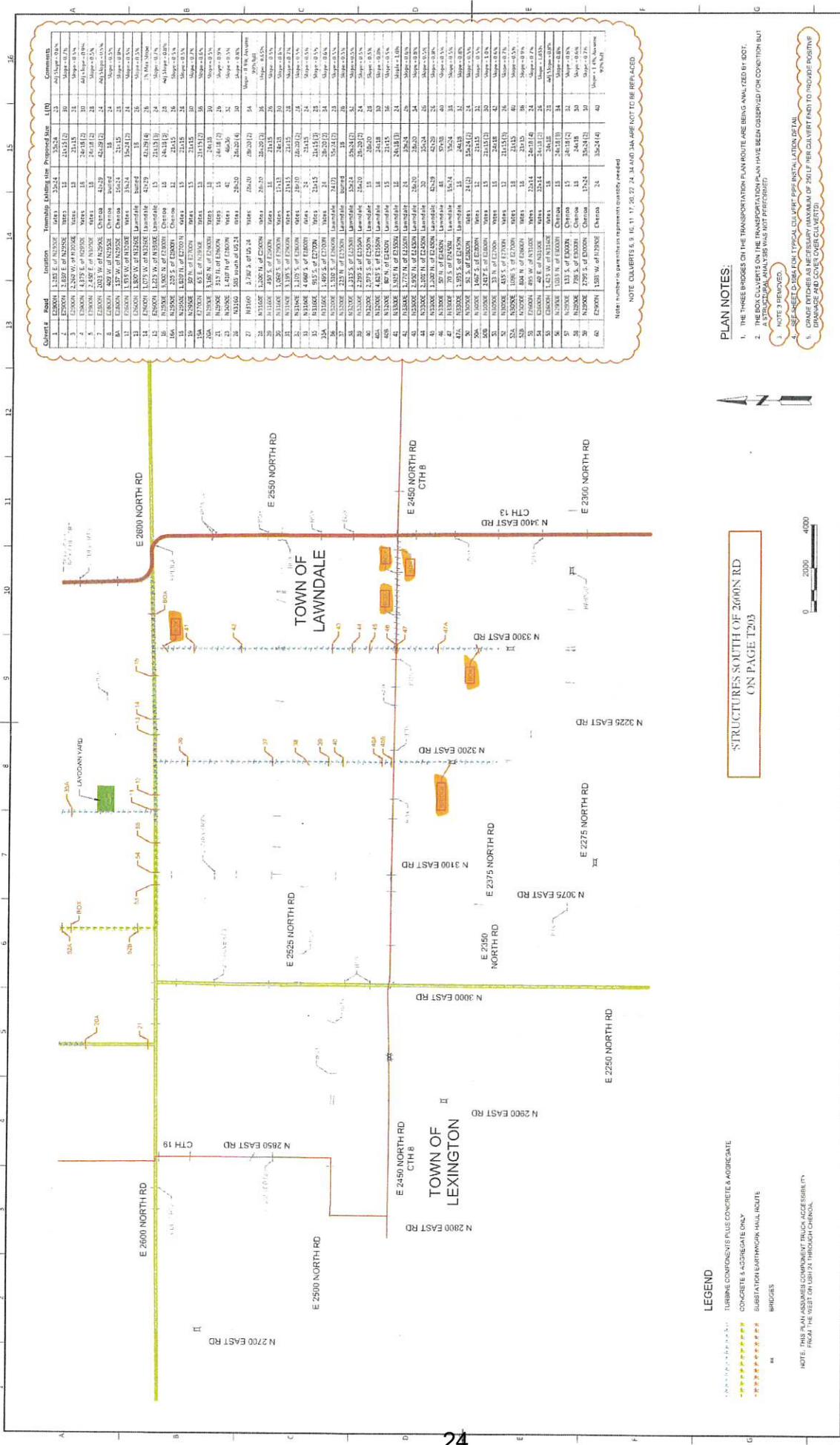
3	6/4/2019	JGB	LGK	JPW	CORRECT CULVERT 59 LABEL IN PLAN VIEW	DATE	SCALE 1"=2000'
2	4/10/2019	JGB	LGK	JPW	UPDATED CULVERT PIPES TO MEET RUA	6/4/19	DRAWN JGB
1	3/25/2019	JGB	LGK	JPW	ISSUED FOR CONSTRUCTION REV 1	6/4/19	CHECKED LGK
0	8/3/2018	JGB	LGK	JPW	ISSUED FOR CONSTRUCTION	6/4/19	APPROVED JPW

BRIGHT STALK WIND FARM
 McLEAN COUNTY, ILLINOIS

TOWNSHIP CULVERT REPLACEMENT

Rev. 3 Page 33 of 161
 Drawing No: T-202

Proj. No: 3162400-170296.01 Dec. No: L-117-062



PLAN NOTES:

1. THE THREE BRIDGES ON THE TRANSPORTATION PLAN ROUTE ARE BEING ANALYZED BY AOT.
2. THE BOX CULVERTS ON THE TRANSPORTATION PLAN HAVE BEEN OBSERVED FOR CONDITION BUT A STRUCTURAL ANALYSIS WAS NOT PERFORMED.
3. NOTE 3 REMOVED.
4. BRIDGE #10 IS A TYPICAL CULVERT FOR INSTALLATION DETAIL.
5. GRADE DITCHES AS PER ILLUSTRATION MANUAL OF 2017 PER CULVERT FUND TO PROVIDE POSITIVE DRAINAGE AND COVER OVER CULVERT.

STRUCTURES SOUTH OF 2600th RD
ON PAGE T203

- LEGEND**
- TURBINE COMPONENTS FULL CONCRETE & ABRICGATE
 - CONCRETE & ABRICGATE ONLY
 - SUBSTATION/EARTHWORK/HAUL ROUTE
 - BRIDGES

NOTE: THIS PLAN ASSUMES COMPONENT TRUCK ACCESSIBILITY FROM THE WEST ON US 41 THROUGH CORNER.

NOTE: NUMBERS IN PARENTHESES REPRESENT QUANTITIES NEEDED

Quantity	Road	Location	Item	Quantity	Comments
1	EN2000	1.00 W. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
2	EN2000	2.00 W. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
3	EN2000	2.250 W. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
4	EN2000	4.375 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
5	EN2000	4.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
6	EN2000	5.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
7	EN2000	5.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
8	EN2000	5.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
9	EN2000	5.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
10	EN2000	6.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
11	EN2000	6.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
12	EN2000	6.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
13	EN2000	6.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
14	EN2000	7.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
15	EN2000	7.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
16	EN2000	7.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
17	EN2000	7.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
18	EN2000	8.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
19	EN2000	8.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
20	EN2000	8.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
21	EN2000	8.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
22	EN2000	9.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
23	EN2000	9.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
24	EN2000	9.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
25	EN2000	9.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
26	EN2000	10.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
27	EN2000	10.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
28	EN2000	10.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
29	EN2000	10.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
30	EN2000	11.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
31	EN2000	11.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
32	EN2000	11.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
33	EN2000	11.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
34	EN2000	12.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
35	EN2000	12.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
36	EN2000	12.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
37	EN2000	12.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
38	EN2000	13.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
39	EN2000	13.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
40	EN2000	13.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
41	EN2000	13.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
42	EN2000	14.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
43	EN2000	14.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
44	EN2000	14.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
45	EN2000	14.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
46	EN2000	15.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
47	EN2000	15.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
48	EN2000	15.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
49	EN2000	15.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
50	EN2000	16.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
51	EN2000	16.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
52	EN2000	16.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
53	EN2000	16.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
54	EN2000	17.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
55	EN2000	17.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
56	EN2000	17.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
57	EN2000	17.75 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
58	EN2000	18.00 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
59	EN2000	18.25 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown
60	EN2000	18.50 E. OF EN2000	10'x12'x12' Box Culvert	1	As Shown

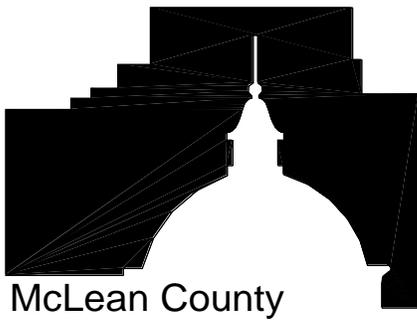
DATE		SCALE	1"=200'	
4/10/2019	DRAWN	IGB		
4/10/2019	CHECKED	LGK		
4/10/2019	APPROVED	JPW		
FORMAT		ANSI		
MODIFICATION				
2	4/10/2019	IGB	JPW	UPDATED CULVERT PIPES TO MEET RUA
1	3/25/2019	IGB	JPW	ISSUED FOR CONSTRUCTION REV 1
0	8/3/2018	IGB	JPW	ISSUED FOR CONSTRUCTION
VER	DATE	DRAWN	CHECKED	APPROVED
MODIFICATION				

BRIGHT STALK WIND FARM
MADISON COUNTY, ILLINOIS

TOWNSHIP CULVERT REPLACEMENT

PROJECT: 163-1403-170296-03 Doc. No. 1-17-062
DRAWN BY: T-203

MEAD & HUNT
ANNE ARBOR, MI



HIGHWAY DEPARTMENT
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DATE: November 19, 2019

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

FROM: Jerry Stokes, County Engineer

Update of County Weight Limit Ordinance

Recommended Action:

The Highway Department recommends approval of the updates to the Ordinance Imposing Weight Limitations upon Trucks and Commercial Vehicles.

Background:

In 2018, Public Act 100-0343 increased the maximum length of a semi with trailer from 55 feet to 65 feet on all non-State highways. The General Assembly passed Public Act 101-0328 this last summer that takes effect on January 1, 2020. This Act reduces the Highway Designations from eight classifications to three classifications:

- Class I (Interstates, Expressways, Tollways)
- Class II (State and Designated Local Highways with at least 11' lanes)
- Non-Designated (all other State and Local Highways)

Public Act 101-0328 eliminated the Class III classification.

The Weight Limit Ordinance sets the weight limits on County Highways based on the type and functionality of each road. The Ordinance changes the Class III Truck Routes to Class II Truck Routes. The Ordinance also updates the roads that were upgraded to 80,000 lbs. and Class II Truck Routes over last few years.

ORDINANCE IMPOSING WEIGHT LIMITATIONS UPON TRUCKS AND
COMMERCIAL VEHICLES AND PROVIDING A PENALTY FOR
A VIOLATION THEREOF

WHEREAS, the State of Illinois, by its General Assembly, has enacted “The Illinois Vehicle Code” effective July 1, 1970, with amendments thereto, which act is now in full force and effect, and,

WHEREAS, Section 625 ILCS 5/15-316 of the Illinois Compiled Statutes provides that local authorities, with respect to highways under their jurisdiction, may by ordinance or resolution, prohibit the operation of trucks and other commercial vehicles, or may impose limitations as to the weight thereof on designated highways, which prohibitions and limitations shall be designated by appropriate signs placed on such highways, and

WHEREAS, certain highways under the jurisdiction of the County of McLean, State of Illinois, have been seriously damaged and deteriorated by the operation of certain vehicles of excessive weight thereon, and

WHEREAS, the continued use of trucks and commercial vehicles on said roads in excess of certain weights will in the future seriously damage and deteriorate said roads,

NOW, THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act of hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class “A” roads hereinafter set forth shall be limited as follows:

From January 15th until April 15th of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than twenty thousand (20,000) pounds shall be prohibited.

From the period of April 15th to the 15th day of the following January in each year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways:

Trucks and commercial vehicles with one front axle and one rear axle with dual tires, of a gross weight of thirty-two thousand (32,000) pounds or over.

Trucks and commercial vehicles with one front axle and two rear axles with dual tires, of a gross weight of forty-six thousand (46,000) pounds or over.

Trucks and commercial vehicles with one front axle and three rear axles, including at least one trailer axle, each rear axle having dual tires, of a gross weight of sixty thousand (60,000) pounds or over.

Trucks and commercial vehicles with one front axle and four rear axles, including two trailer axles, each rear axle having dual tires, of a gross weight of seventy-two thousand (72,000) pounds or over.

The maximum gross weight of any truck or commercial vehicle shall not exceed seventy-two thousand (72,000) pounds.

The weight referred to above means the overall weight of vehicle and its load.

Single flotation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the Class "A" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 8: (Evergreen Lake Road) beginning at CH 39 a point near the SW corner of Sec. 7, T 25 N, R 2 E of the 3rd P.M. and extending westerly and northerly approximately 2 miles to the Woodford County Line near the NW corner of the SW ¼ of the SW ¼ Sec. 6, T 25 N, R 2 E of the 3rd P.M.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "B" roads hereinafter set forth shall be limited as follows:

From January 15th until April 15th of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than sixteen thousand (16,000) pounds shall be prohibited.

From the period of April 15th to the 15th day of the following January in each and every year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways.

Trucks and commercial vehicles with one front axle and one rear axle with dual tires, of a gross weight of thirty-two thousand (32,000) pounds or over.

Trucks and commercial vehicles with one front axle and two rear axles with dual tires, of a gross weight of forty-six thousand (46,000) pounds or over.

Trucks and commercial vehicles with one front axle and three rear axles, including at least one trailer axle, each rear axle having dual tires, of a gross weight of sixty thousand (60,000) pounds or over.

Trucks and commercial vehicles with one front axle and four rear axles, including two trailer axles, each rear axle having dual tires, of a gross weight of seventy-two thousand (72,000) pounds or over.

The maximum gross weight of any truck or commercial vehicle shall not exceed seventy-two thousand (72,000) pounds.

The weights referred to above mean the overall weight of vehicle and its load.

Single floatation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the Class "B" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 3: (Mansfield Road) beginning at the NE corner of Sec. 3, T 21 N, R 6 E of the 3rd P.M. at US Route 136 and extending southerly approximately 2 miles to the SE corner of Sec. 10, T 21 N, R 6 E of the 3rd P.M. at the Piatt County line.

COUNTY HIGHWAY 6: (Kappa Road) beginning at the NW corner of Sec. 34, T 26 N, R 2 E of the 3rd P.M. at the Woodford County line and extending easterly approximately 5 miles to the NE corner of the SW ¼ of Sec. 32, T 26 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 8: (Lexington East Road) beginning at County Highway 21 at the NW corner of the SW ¼ of Sec. 9, T 25 N, R 4 E of the 3rd P.M. and extending easterly approximately 10 ¼ miles to the SE corner of the NE ¼ of the NE ¼ of Sec. 12, T 25 N, R 5 E of the 3rd P.M. at the Livingston County line.

COUNTY HIGHWAY 11: (Farmer City Road) beginning at the NE corner of the NW ¼ of Sec. 4, T 21 N, R 5 E of the 3rd P.M. at US Route 136 and extending southerly approximately 2 miles to the SE corner of the SW ¼ of Sec. 9, T 21 N, R 5 E of the 3rd P.M. on the DeWitt County line.

COUNTY HIGHWAY 12: (Hudson-Carlock Road) beginning at the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 20, T 25 N, R 1 E of the 3rd P.M. at the Woodford County Line and extending easterly approximately 5 miles to the NE corner of the SE $\frac{1}{4}$ of Sec. 24, T 25 N, R 1 E of the 3rd P.M. Also beginning at the NW corner of Sec. 30, T 25 N, R 2 E of the 3rd P.M. and extending easterly approximately 2 miles to the SE corner of Sec. 20, T 25 N, R 2 E of the 3rd P.M. at I-39. (Hudson-Stuckey Road) beginning at the NW corner of the NE $\frac{1}{4}$ of Sec. 29, T 25 N, R 3 E of the 3rd P.M. extending in an easterly direction approximately 3 $\frac{1}{4}$ miles to the SW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 23, T 25 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 15: (Sabina Road) beginning at the SW corner of Sec. 33, T 22 N, R 5 E of the 3rd P.M. at US Route 136 and extending northerly and easterly approximately 9 miles to the NE corner of Sec. 28, T 23 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 19: (Chenoa Road) beginning at Old Route 66 near the North Corporate Limit of Chenoa a point near the SW corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 1, T 26 N, R 4 E of the 3rd P.M. and extending in a northerly direction approximately $\frac{1}{4}$ mile to the NW corner of Sec. 1, T 26 N, R 4 E of the 3rd P.M. at the Livingston County Line.

COUNTY HIGHWAY 19: (Chenoa Road) beginning at the SW corner of the NW $\frac{1}{4}$ of Sec. 11, T 25 N, R 4 E of the 3rd P.M. and extending northerly and easterly approximately 7 miles to the South Corporate Limits of Chenoa near the NW corner of the SW $\frac{1}{4}$ of Sec. 12, T 26 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 21: (Horse Farm Road) beginning at the SE corner of Sec. 9, T 21 N, R 4 E of the 3rd P.M. at the DeWitt County Line and extending northerly approximately 2 miles to the NW corner of Sec. 3, T 21 N, R 4 E of the 3rd P.M. at US Route 136.

COUNTY HIGHWAY 23: (Meadows Road) beginning near the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 6, T 25 N, R 4 E of the 3rd P.M. (2555 North Road) and extending northerly approximately 6.6 miles to the NE corner of Sec. 6, T 26 N, R 4 E of the 3rd P.M. at the Livingston County Line.

COUNTY HIGHWAY 27: (South Downs Road) beginning at the SE corner of Sec. 9, T 21 N, R 3 E of the 3rd P.M. at the DeWitt County Line and extending northerly approximately 7.66 miles to a point near the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 4, T 22 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 28: (Ireland Grove Road) beginning at the NW corner of Sec. 15, T 23 N, R 3 E of the 3rd P.M. and extending easterly approximately 12 miles to the NE corner of Sec. 16, T 23 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 30: (Old Colonial Road) beginning at approximately the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ Sec. 26, T 23 N, R 2 E, 3rd P.M. and extending easterly

and northerly approximately 1 ¾ miles to US Route 150 a point near the NE corner of the SW ¼ of Sec. 24, T 23 N, R 2 E of the 3rd P.M

COUNTY HIGHWAY 34: (Shirley Road) beginning at the SW corner of Sec. 34, T 23 N, R 1 W of the 3rd P.M. and extending easterly and northerly approximately 8 miles to the SW corner of the NE ¼ of Sec. 35, T 23 N, R 1 E of the 3rd P.M. at Old Route 66. Also beginning at the intersection of CH 41 and CH 34 a point near the SW corner of the NE ¼ of Sec. 36, T 23 N, R 1 E of the 3rd P.M. and extending easterly approximately 2 miles to the SE corner of the NW ¼ of Sec. 32, T 23 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 36: (Funks Grove Road) beginning at the SW corner of Sec. 10, T 22 N, R 1 W of the 3rd P.M. and extending easterly approximately 12 ¾ miles to a point approximately six hundred (600) feet north of the SW corner of the SE ¼ of Sec. 9, T 22 N, R 2 E of the 3rd P.M at US Route 51. Also (Thomascraft Road) beginning at the SW corner of the SE ¼ of Sec. 33, T 23 N, R 3 E of the 3rd P.M. at US Route 150 and extending easterly approximately 5 ½ miles to the SE corner of Sec. 32, T 23 N, R 4 E of the 3rd P.M. Also (Dawson Lake Road) beginning at the SW corner of the NW ¼ of the NW ¼ of Sec. 33, T 23 N, R 4 E of the 3rd P.M. and extending easterly and northerly approximately 8 ¾ miles to the NE corner of Sec. 28, T 23 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 40: (Rock Road) beginning at the SW corner of Sec. 16, T 22 N, R 5 E of the 3rd P.M. and extending easterly approximately 6 ½ miles to the NE corner of the NW ¼ of Sec. 21, T 22 N, R 6 E of the 3rd P.M.

COUNTY HIGHWAY 45: (Waynesville Road) beginning at the SW corner of Sec. 8, T 21 N, R 1 E of the 3rd P.M. at the DeWitt County Line and extending northerly approximately 1 ¾ miles to a point near the SW corner of the NW ¼ of the NW ¼ of Sec. 5, T 21 N, R 1 E of the 3rd P.M. approximately ¼ mile south of US Route 136.

COUNTY HIGHWAY 49: (Carlock – Secor Road) beginning near the SW corner of the NW ¼ of the SE ¼ of Sec. 20, T 25 N, R 1 E of the 3rd P.M. at CH 12 (Hudson – Carlock Road) and extending northerly approximately ¼ mile to the Woodford County Line a point near the NW corner of the SE ¼ of Sec. 20, T 25 N, R 1 E of the 3rd P.M.

COUNTY HIGHWAY 55: (Congerville Road) beginning at the intersection of 375E and 1725N near the NW corner of the SE ¼ of the SE ¼ of Sec. 15, T 24 N, R 1 W of the 3rd P.M. and northerly approximately 4 ½ miles to the NW corner of the SE ¼ of Sec. 27, T 25 N, R 1 W of the 3rd P.M. at the Woodford County Line.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class “C” roads hereinafter set forth shall be limited as follows:

From January 15th until April 15th of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than twenty thousand (20,000) pounds shall be prohibited.

From the period of April 15th to the 15th day of the following January in each year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways:

Trucks and commercial vehicles with one front axle and one rear axle with dual tires, of a gross weight of thirty-six thousand (36,000) pounds or over.

Trucks and commercial vehicles with one front axle and two rear axles with dual tires, of a gross weight of fifty thousand (50,000) pounds or over.

Trucks and commercial vehicles with one front axle and three rear axles, including at least one trailer axle, each rear axle having dual tires, of a gross weight of sixty-four thousand (64,000) pounds or over.

Trucks and commercial vehicles with one front axle and four rear axles, including two trailer axles, each rear axle having dual tires, of a gross weight of seventy-three thousand two hundred eighty (73,280) pounds or over.

The maximum gross weight of any truck or commercial vehicle shall not exceed seventy-three thousand two hundred eighty (73,280) pounds.

The weight referred to above means the overall weight of vehicle and its load.

Single flotation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the Class "C" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 1: (Cropsey Road) beginning at Yates Street in Cropsey near the SE corner of the NE ¼ of Sec. 23, T 25 N, R 6 E of the 3rd P.M. and extending northerly and westerly approximately 1 ½ miles to the NW corner of Sec. 23, T 25 N, R 6 E of the 3rd P.M.

COUNTY HIGHWAY 7: (Anchor Road) beginning at IL Route 9 at the SE corner of Sec. 32, T 24 N, R 6 E of the 3rd P.M. and extending northerly approximately 5 ½ miles to the South Corporate Limits of Anchor at the NE corner of the SE ¼ of Sec. 5, T 24 N, R 6 E of the 3rd P.M.

COUNTY HIGHWAY 8: (Evergreen Lake Road) beginning at the Woodford County Line near the NW corner of the SW ¼ of the SW ¼ Sec. 6, T 25 N, R 2 E of the

3rd P.M. and extending easterly approximately 2 miles to the West on/off ramps of I-39 near the NE corner of Sec. 8, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 8: (PJ Keller Highway) beginning near SE corner of the NW ¼ of Sec. 1, T 25 N, R 2 E of the 3rd P.M. at the entrance to the City of Bloomington Filtration Plant located on the west side of Lake Bloomington and extending easterly approximately 7 ½ miles to the west on/off ramps of I-55 near the SW corner of the NE ¼ of the NE ¼ of Sec. 12, T 25 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 12: (Hudson East Road) beginning at the East Corporate Limits of Hudson a point near the NW corner of Sec. 27, T 25 N, R 2 E of the 3rd P.M. and extending in an easterly direction for 2 miles to the NE corner of Sec. 26, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 14: (Towanda East Road) beginning at the intersection of Jefferson & Hely Streets in Towanda a point near the SW corner of the SE ¼ of SW ¼ of Sec. 5, T 24 N, R 3 E of the 3rd P.M. and extending easterly and southerly 4 ¾ miles to a point near the SE corner of Sec. 11, T 24 N, R 3 E of the 3rd P.M. at IL Route 165.

COUNTY HIGHWAY 15: (Colfax Road) beginning at the SE corner of Sec. 33, T 24 N, R 5 E of the 3rd P.M. at IL Route 9 and extending in a northerly direction approximately 5 ¼ miles to the NE corner of the SE ¼ of the SE ¼ of Sec. 4, T 24 N, R 5 E of the 3rd P.M. at IL Route 165.

COUNTY HIGHWAY 18: (Danvers – Yuton Road) beginning 3/8 miles east of the East Corporate Limits of Danvers at the SW corner of the SE ¼ of Sec. 13, T 24 N, R 1 W of the 3rd P.M. and extending easterly approximately 5 ¼ miles to a point near the NW corner of the NE ¼ of the NE ¼ of Sec. 23, T 24 N, R 1 E of the 3rd P.M. (Elevator Entrance).

COUNTY HIGHWAY 21: (Lexington – Leroy Road) beginning at the Northern Corporate Limits of Leroy and extending in a northerly direction approximately 7 ¼ miles to the NW corner of the SW ¼ Sec. 9, T 23 N, R 4 E of the 3rd P.M. Also beginning at IL Route 9 at the SE corner of Sec. 32, T 24 N, R 4 E of the 3rd P.M. and extending northerly approximately 4 miles to IL Route 165 near the NE corner of Sec. 17, T 24 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 24: (Section V) beginning at the NW corner of Sec. 6, T 23 N, R 1 W of the 3rd P.M. at the Tazewell County line and extending easterly approximately 4 miles to IL Route 122 at the NE corner of Sec. 3, T 23 N, R 1 W of the 3rd P.M.

COUNTY HIGHWAY 29: (Towanda – Gridley Road) beginning at approximately the SE corner of the NE ¼ of Sec. 31, T 25 N, R 3 E, of the 3rd P.M. and extending northerly and easterly approximately 5 ½ miles to NE ¼ of the SW ¼ of Sec. 5, T 25 N, R 3 E of the 3rd P.M. at PJ Keller Highway (CH 8).

COUNTY HIGHWAY 31: (Pipeline Road) beginning at CH 63 near the NE corner of the SW ¼ of Sec. 13, T 25 N, R 2 E of the 3rd P.M. and extending in a northerly direction approximately 2 miles to CH 8 near the NE corner of the NW ¼ of Sec. 12, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 32: (Stringtown Road) beginning at the SW corner of the SE ¼ of Sec. 21, T 23 N, R 1 W of the 3rd P.M. and extending in an easterly direction approximately 6 ½ miles to a point near the SE corner of Sec. 21, T 23 N, R 1 E of the 3rd P.M.

COUNTY HIGHWAY 33: (Comlara Park Road) beginning at the SW corner of Sec. 8, T 25 N, R 2 E of the 3rd P.M. and extending northerly approximately 1 ¼ miles to CH 8 near the NE corner of Sec. 7, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 34: (Olympia School Road) beginning at the Tazewell County Line near the SW corner of Sec. 31, T 23 N, R 1 W of the 3rd P.M. and extending easterly approximately 3 miles to the SE corner of Sec. 33, T 23 N, R 1 W of the 3rd P.M.

COUNTY HIGHWAY 36: (Downs Road) beginning at The Kickapoo Creek Bridge a point near the NE corner of the NW ¼ of Sec. 11, T 22 N, R 2 E of the 3rd P.M. and extending easterly 2 ½ miles to CH 29 a point near the NE corner of Sec. 7, T 22 N, R 3 E, of the 3rd P.M.

COUNTY HIGHWAY 36: (Saybrook Road) beginning at the SW corner of Sec. 22, T 23 N, R 5 E of the 3rd P.M. and extending easterly approximately 5 miles to the SE corner of Sec. 20, T 23 N, R 6 E near the Saybrook Corporate Limits.

COUNTY HIGHWAY 37: (Linden Street) beginning at Northtown Road a point near the SE corner of Sec. 9, T 24 N, R 2 E of the 3rd P.M. and extending in a northerly and westerly direction 4 ¼ miles to CH 12 a point near the NW corner of the NE ¼ of the NE ¼ of Sec. 28, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 39: (Ropp Road) beginning at CH 70 a point near the SW corner of Sec. 19, T 24 N, R 2 E of the 3rd P.M. and extending northerly approximately 8 ½ miles to Evergreen Lake near the SW corner of the NW ¼ of Sec. 7, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 40: (Leroy School Road) beginning at the Eastern Corporate Limits of Leroy near the SE corner of Sec. 16, T 22 N, R 4 E of the 3rd P.M. and extending easterly 5 ¼ miles to the SW corner of Sec. 16, T 22 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 59: (Stanford – McLean Road) beginning at US Route 136 near the SE corner of Sec. 34, T 22, R 1 W of the 3rd P.M. and extending in a northerly and westerly direction approximately 7 miles to a point near the NE corner of Sec. 4, T 22 N, R 1 W. Also beginning at the SW corner of the SE ¼ of Sec. 33, T 23 N, R 1 W, of the 3rd

P.M. and extending northerly for 2 miles to the NW corner of the NE ¼ of Sec. 28, T 23 N, R 1 W, of the 3rd P.M.

COUNTY HIGHWAY 63: (Ron Smith Memorial Highway) beginning at CH 31 near the SW corner of the NE ¼ of Sec. 13, T 25 N, R 2 E of the 3rd P.M. and extending in an easterly and northerly direction 4 ¼ miles to a point near the NW corner of the SW ¼ of Sec. 6, T 25 N, R 3 E of the 3rd P.M. at CH 8.

COUNTY HIGHWAY 65: (Sweeney Road) beginning at the SW corner of SE ¼ of the SE ¼ of Sec. 23, T 25 N, R 3 E of the 3rd P.M. and extending northerly ¼ mile to the NW corner of the SE ¼ of the SE ¼ of Sec. 23, T 25 N, R 3 E, of the 3rd P.M. at Old Route 66.

COUNTY HIGHWAY 67: (Gridley Road) beginning at the Railroad tracks in Gridley and extending northerly 7/8 mile to the Livingston County line near the NW corner of Sec. 3, T 26 N, R 3 E of the 3rd P.M.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class “D” roads hereinafter set forth shall be limited as follows:

The operation of trucks and commercial vehicles upon said highways of a gross weight of more than Eighty thousand (80,000) pounds as provided for in Section 625 ILCS 5/15-111 of the Illinois Compiled Statutes shall be prohibited:

The maximum gross weight of any truck or commercial vehicle shall not exceed eighty thousand (80,000) pounds.

The weight referred to above means the overall weight of vehicle and its load.

Single flotation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the Class “D” highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 7: (Anchor Road) beginning at the South Corporate Limits of Anchor and extending north for approximately ½ mile to IL Route 165.

COUNTY HIGHWAY 12: (Hudson Road) beginning at the SW corner of Sec. 21, T 25 N, R 2 E, 3rd P.M. (west on/off ramps of I-39) and extending easterly for 1 mile to the East Corporate Limits of Hudson.

COUNTY HIGHWAY 12: (Hudson-Stuckey Road) beginning at the NW corner of Sec. 25, T 25 N, R 2 E of the 3rd P.M. (County Highway 31) and extending easterly approximately 2.18 miles to the NE corner of Sec. 30, T 25 N, R 3 E of the 3rd P.M. (County Highway 29).

COUNTY HIGHWAY 13: (Colfax Road) beginning at approximately the SW corner Sec. 3, T 24 N, R 5 E of the 3rd P.M. and extending easterly approximately 1 mile and northerly 1 mile to IL Route 165 at the NW corner of Sec. 2, T 24 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 17: (Cooksville Road) beginning at IL Route 9 at the SW corner of the SE ¼ of Sec. 35, T 24 N, R 4 E, of the 3rd P.M. and extending northerly approximately 4 miles to IL Route 165 at approximately the SW corner of the SE ¼ of Sec. 11, T 24 N, R 4 E, of the 3rd P.M.

COUNTY HIGHWAY 18: (Danvers – Yuton Road) beginning at the intersection of West and North Streets in Danvers and extending easterly for 1 mile to 3/8 miles east of the East Corporate Limits of Danvers.

COUNTY HIGHWAY 18: (Danvers – Yuton Road Extension) beginning at White Oak Road (County Highway 70) and extending easterly for 318 feet to U.S. Route 150 (Mitsubishi Motorway).

COUNTY HIGHWAY 19: (Chenoa Road) beginning at the South Corporate Limits of Chenoa and extending northerly approximately 1 ¼ miles to Old Route 66 near the North Corporate Limits of Chenoa.

COUNTY HIGHWAY 21: (Lexington – LeRoy Road) beginning at the NE corner of the SE ¼ of the NE ¼ of Sec. 20, T 22 N, R 4 E of the 3rd P.M. at US Route 150 in Leroy and extending northerly approximately 3/8 miles to the SE corner of Sec. 17, T 22 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 27: (Seminary Street.) beginning at the I-74 westbound exit ramp at the Downs Exit and extending northerly ¾ mile to US Route 150.

COUNTY HIGHWAY 27: (South Downs Road) beginning a point near the SW corner of the NW ¼ of the SE ¼ of the SW ¼ of Sec. 4, T 22 N, R 3 E of the 3rd P.M. (I-74 Overpass at Downs) and extending easterly approximately 0.09 miles to a point near the SE corner of the NW ¼ of the SE ¼ of the SW ¼ of Sec. 4, T 22 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 29: (Towanda – Barnes Road) beginning at the intersection of CH 29 (Jefferson Street) and CH 14 (Hely Street) near the South Corporate Limits of Towanda and extending northerly ½ mile to Old Route 66.

COUNTY HIGHWAY 30: (Old Colonial Road) beginning at the SW Corner of the SE ¼ of Sec. 21, T 23 N, R 2 E, of the 3rd P.M. at US Route 51 and extending easterly 2 miles to SW corner of the NW ¼ of the NE ¼ of Sec. 26, T 23 N, R 2 E of the 3rd P.M. to Capodice Road.

COUNTY HIGHWAY 34: (Shirley Road) Beginning at Old Route 66 a point near the SE corner of the NE ¼ of Sec. 35, T 23 N, R 1 E of the 3rd P.M. and extending easterly ½ mile to the intersection of CH 34 and CH 41 a point near the NE corner of the SW ¼ of Sec. 36, T 23 N, R 1 E of the 3rd P.M.

COUNTY HIGHWAY 36: (Downs Road) beginning at the NW corner of Sec. 8, T 22 N, R 3 E of the 3rd P.M. (intersection of CH 29 and CH 36) and extending easterly 1 mile to the intersection of CH 36 and 2000E near the NW corner of Section 9, T 22 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 36: (Saybrook Road) beginning at the West Corporate Limits of Saybrook a point near the SE Corner of Sec. 20, T 23 N, R 6 E of the 3rd P.M. and extending easterly ½ mile to the Saybrook Spur.

COUNTY HIGHWAY 40: (Leroy School Road) beginning at CH 21 a point near the SW corner of Sec. 16, T 22 N, R 4 E of the 3rd P.M. and extending easterly ¾ miles to the Eastern Corporate Limits of Leroy near the SE corner of Sec. 16, T 22 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 41: (Funk Farm Road) beginning at the NW corner of the SW ¼ of Sec. 13, T 22 N, R 1 E, 3rd P.M. and extending northerly 3 ½ miles to CH 34 (Shirley Road) near the I-55 overpass at Shirley.

COUNTY HIGHWAY 44: (McLean Road) beginning at the intersection of US Route 136 and West Street in McLean and extending northerly ½ mile thence westerly ½ mile to CH 59 a point near the SW corner of the NW ¼ of Sec. 35, T 22 N, R 1 W of the 3rd P.M.

COUNTY HIGHWAY 45: (Waynesville Road) beginning at the NW corner of the SW ¼ of the NW ¼ of Sec. 5, T 21 N, R 1 E of the 3rd P.M. and extending northerly ¼ mile to US Route 136.

COUNTY HIGHWAY 53: (Washington Street in Carlock) beginning at the east on/off ramps of I-74 at Carlock and extending easterly ¼ mile to US Route 150 in Carlock.

COUNTY HIGHWAY 55: (Congerville Road) beginning at the intersection of 375E and 1725N near the NW corner of the SE ¼ of the SE ¼ of Sec. 15, T 24 N, R 1 W of the 3rd P.M. and extending easterly 1 mile to the intersection of West Street (CH 53) and North Street (CH 18) in Danvers near the SW corner of SE ¼ of the SE ¼ of Sec. 14, T 24 N, R 1 W of the 3rd P.M.

COUNTY HIGHWAY 59: (Stanford – McLean Road) beginning at the NW corner of the NE ¼ of Sec. 28, T 23 N, R 1 W of the 3rd P.M. and extending northerly ½ mile to Main Street in Stanford.

COUNTY HIGHWAY 67: (Gridley Road) beginning at the intersection of Ford Street (CH 67) and US Route 24 and extending northerly ⅛ mile to the Railroad tracks in Gridley.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class “II” roads hereinafter set forth shall be limited as follows:

The operation of trucks and commercial vehicles upon said highways of a gross weight of more than Eighty Thousand (80,000) pounds as provided for in Section 625 ILCS 5/15-111 and lengths greater than allowed for in Section 625 ILCS 5/15-107(e) of the Illinois Compiled Statutes shall be prohibited.

BE IT FURTHER ORDAINED that the Class “II” highways upon which the operation of said trucks and commercial vehicles of the weights and lengths hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 1: (Cropsey Road) beginning at IL Route 165 and extending northerly to Yates Street in Cropsey.

COUNTY HIGHWAY 5: (Bellflower Spur) beginning at US Route 136 near the SW corner of the SE ¼ of Sec. 33, T 22 N, R 6 E of the 3rd P.M. and extending northerly for 2 miles to the IL Route 54 near the NW corner of NE ¼ of Sec. 28, T 22 N, R 6 E of the 3rd P.M.

COUNTY HIGHWAY 5: (Bellflower-Saybrook Road) beginning at IL Route 54 near the NW corner of the NE ¼ of Sec. 28, T 22 N, R 6 E of the 3rd P.M and extending northerly 6 ½ miles to a point approximately 512 feet north of the railroad crossing (Lincoln Street) of CH 5 in Saybrook at the NW ¼ of Sec. 28, T 23 N, R 6 E of the 3rd P.M.

COUNTY HIGHWAY 8: (Lake Spur) beginning at I-39 and extending easterly to Lake Bloomington Dam.

COUNTY HIGHWAY 8: (Lexington Road) beginning at I-55 and extending easterly to County Highway 21 at the NW corner of the SW ¼ of Sec. 9, T 25 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 13: (Colfax – Weston Road) beginning at IL Route 165 in Colfax at the SE corner of Sec. 34, T 25 N, R 5 E of the 3rd P.M. and extending northerly approximately 13 miles to the Livingston County Line at the NE corner of Sec. 3, T 26 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 15: (Arrowsmith Road) beginning at IL Route 9 and extending southerly approximately 4 miles to the SW corner of Sec. 22, T 23 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 17: (Ellsworth Road) beginning at the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 26, T 23 N, R 4 E of the 3rd P.M. and extending northerly approximately 4 $\frac{1}{4}$ miles to IL Route 9 a point near the NW corner of the NE $\frac{1}{4}$ of Sec. 2, T 23 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 18: (Danvers – Yuton Road) beginning at the Yuton Elevator entrance off CH 18 west of the railroad tracks and extending easterly for 0.22 mile to US Route 150.

COUNTY HIGHWAY 21: (Horse Farm Road) beginning at the SE corner of Sec. 33, T 22 N, R 4 E of the 3rd P.M. at US Route 136 and extending northerly and westerly approximately 2 $\frac{1}{2}$ miles to the LeRoy Spur near the SW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 29, T 22 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 21: (Lexington – Leroy Road) beginning at IL Route 9 and extending southerly approximately 1 $\frac{1}{2}$ miles to the NW corner of the SW $\frac{1}{4}$ of Sec. 9, T 23 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 21: (Lexington – LeRoy Road) beginning at IL Route 165 at the SE corner of Sec. 8, T 24 N, R 4 E of the 3rd P.M. and extending northerly 6.50 miles to the NW corner of the SW $\frac{1}{4}$ of Sec. 9, T 25 N, R 4 E of the 3rd P.M. (County Highway 8).

COUNTY HIGHWAY 23: (Meadows Road) beginning near the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 7, T 25 N, R 4 E of the 3rd P.M. (County Highway 8) and extending northerly approximately 1.15 miles to the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 6, T 25 N, R 4 E of the 3rd P.M. (2555 North Road).

COUNTY HIGHWAY 25: (Holder Road) beginning at the railroad near the NW corner of the SW $\frac{1}{4}$ of Sec. 18, T 23 N, R 4 E of the 3rd P.M. and extending northerly 2 $\frac{1}{2}$ miles to IL Route 9.

COUNTY HIGHWAY 29: (Towanda – Barnes Road) beginning at US Route 150 and extending northerly 10 miles C.H. 14 a point near the SW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 5, T 24 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 29: (Towanda – Barnes Road) beginning at the I-55 interchange and extending north approximately 2,150 feet to Reeve’s Farm North Entrance.

COUNTY HIGHWAY 29: (Gridley Road) beginning at the NE ¼ of the SW ¼ of Sec. 5, T 25 N, R 3 E of the 3rd P.M. at PJ Keller Highway (CH 8) and extending northerly and easterly 6.7 miles to the NE ¼ of Section, T 26 N, R 3 E of the 3rd P.M. at U.S. Route 24.

COUNTY HIGHWAY 29: (Gillum Road) beginning at the SW corner of Sec. 32, T 22 N, R 3 E of the 3rd P.M. at US Route 136 and extending northerly approximately 7 ¼ miles to US Route 150 at the NW corner of the SW ¼ of the SW ¼ of Sec. 29, T 23 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 31: (Pipeline Road) beginning at Ziebarth Road near the SW corner of Sec. 1, T 24 N, R 2 E of the 3rd P.M. and extending in a northerly direction approximately 4.5 miles and then an easterly direction ½ mile to CH 63 near the NE corner of the SW ¼ of Sec. 13, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 32: (Stringtown Road) beginning at Covell Road (CH 43) and extending easterly to Old Route 66 a distance of 3.15 miles.

COUNTY HIGHWAY 34: (Shirley Road) beginning at the SE corner of the NW ¼ of Sec. 32, T 23 N, R 2 E, of the 3rd P.M. and extending easterly 1.07 miles to the SE corner of the NW ¼ of Sec. 33, T 23 N, R 2 E, of the 3rd P.M. at US Route 51.

COUNTY HIGHWAY 36: (Downs Road) beginning at US Route 51 and extending easterly 2 miles to the Kickapoo Creek Bridge.

COUNTY HIGHWAY 36: (Downs Road) beginning at Gillum Road at the SW corner of Section 5, T 22 N, R 3 E, of the 3rd P.M. and extending easterly 1 ½ miles to the I-74 westbound ramps at the Downs Exit at the NE ¼ of the SW ¼ of Section 4, T 22 N, R 3 E, of the 3rd P.M.

COUNTY HIGHWAY 43: (Covell Road) beginning at IL Route 9 and extending southerly to Stringtown Road (CH 32) a distance of 4.03 miles.

COUNTY HIGHWAY 53: (Danvers – Carlock Road) beginning at the intersection of West Street (CH53) and North Street (CH18) in the Village of Danvers near the SW corner of the SE ¼ of the SE ¼ of Sec 14, T 24 N, R 1 W of the 3rd P.M. and extending in a northerly and easterly direction approximately 5 ¼ miles to the east on/off ramps of I-74 at Carlock near the SW corner of the NE ¼ of Sec. 31, T 25 N, R 1 E of the 3rd P.M.

COUNTY HIGHWAY 59: (Stanford – McLean Road) beginning at Main Street in Stanford and extending northerly ½ mile to IL Route 122.

COUNTY HIGHWAY 70: (White Oak Road) beginning at the intersection of Locust Street and White Oak Road (CH 70) and extending Northwesterly for 4 ½ miles to the NE corner of the SW ¼ of the SW ¼ of Sec. 13, T 24 N, R 1 E, 3rd P.M. the intersection with new US Route 150.

BE IT FURTHER ORDAINED that it shall be unlawful for any person, firm or corporation to operate any truck or commercial vehicle upon the highways hereinabove designated, which truck or commercial vehicle exceeds the gross weights hereinabove set forth during the restricted periods contained herein, in violation of this Ordinance.

BE IT FURTHER ORDAINED that any person, firm or corporation duly found to be in violation of any of the terms and provisions hereof shall be guilty of a petty offense, with a penalty of a fine not to exceed the maximum allowable by law.

BE IT FURTHER ORDAINED that the County *Engineer* shall erect or cause to be erected and maintained signs designating by word or symbol the provisions of the ordinance at each end of the portion of highways affected thereby.

BE IT FURTHER ORDAINED that the provisions of this Ordinance shall not apply to fire apparatus, or to vehicles operating under the terms of a special permit.

BE IT FURTHER ORDAINED that upon application in writing and good cause being shown, the County Engineer may issue a Special Permit, at his discretion, in writing, authorizing the applicant to operate or move a vehicle of excessive maximum weight temporarily upon said highways, upon showing an undue hardship or upon showing that said vehicles cannot reasonably be dismantled or disassembled, said County Engineer, however, may require such applicant to indemnify said County against any damages to road foundations or surfaces or structures, and may require such undertaking or other security as may be deemed necessary to compensate for any injury to said road or road structure prior to granting said permit.

This Ordinance shall be in full force and effect immediately upon its passage, adoption and approval as provided by law.

BE IT FURTHER ORDAINED that all previous resolutions and ordinances imposing weight limitations on McLean County Highways are hereby replaced.

Approved by the County Board of McLean County this 17th day of December, A.D., 2019.

John D. McIntyre, Chairman

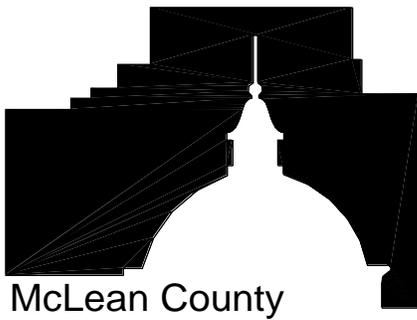
STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 17, 2019.

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 17th day of December, A.D., 2019.

[SEAL]

Kathy Michael, County Clerk



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445
(309) 662-8038 FAX

DATE: November 20, 2019

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

FROM: Jerry Stokes, County Engineer

Weight Limit Resolutions

Recommended Action:

The Highway Department recommends approval of the Weight Limit Resolutions on the County Highways.

Background:

The resolutions clarify the Class II Truck Routes to match the Weight Limit Ordinance.

McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, it is hereby deemed to be of benefit for McLean County to increase the weight limit of the Arrowsmith Road, McLean County Highway 15, from County Highway 36 (1000 North Road) to Fry Street in the Village of Arrowsmith to 80,000 pounds; and

NOW THEREFORE, the McLean County Board hereby establishes the Arrowsmith Road, McLean County Highway 15, from County Highway 36 (1000 North Road) to Fry Street, a distance of 7,290 feet (1.5 Miles), as a Class II Truck Route with an 80,000 pound maximum weight limit. Said designation to be effective upon the erection of the signs designating this portion of road as a Class II Truck Route, as herein authorized.

Dated this 17th day of December, 2019.

APPROVED:

John D. McIntyre, Chairman
McLean County Board

ATTEST:

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

McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, it is hereby deemed to be of benefit for McLean County to increase the weight limit of the Downs Road, McLean County Highway 36, from County Highway 29 (Gillum Road) to the I-74 westbound ramps of the Downs Exit to 80,000 pounds; and

NOW THEREFORE, the McLean County Board hereby establishes the Downs Road, McLean County Highway 36, from County Highway 29 (Gillum Road) to the I-74 westbound ramps of the Downs Exit, a distance of 8,840 feet (1.67 Miles), as a Class II Truck Route with an 80,000 pound maximum weight limit. Said designation to be effective upon the erection of the signs designating this portion of road as a Class II Truck Route, as herein authorized.

Dated this 17th day of December, 2019.

APPROVED:

John D. McIntyre, Chairman
McLean County Board

ATTEST:

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

McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, it is hereby deemed to be of benefit for McLean County to increase the weight limit of Lexington-Leroy Road, McLean County Highway 21, from IL Route 165 to 2000 North Road to 80,000 pounds; and

NOW THEREFORE, the McLean County Board hereby establishes Lexington-Leroy Road, McLean County Highway 21, from IL Route 165 to 2000 North Road, a distance of 10,560 feet (2.0 Miles), as a Class II Truck Route with an 80,000 pound maximum weight limit. Said designation to be effective upon the erection of the signs designating this portion of road as a Class II Truck Route, as herein authorized.

Dated this 17th day of December, 2019.

APPROVED:

John D. McIntyre, Chairman
McLean County Board

ATTEST:

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

McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, it is hereby deemed to be of benefit for McLean County to increase the weight limit of White Oak Road, McLean County Highway 70, from Locust Street in Bloomington to US Route 150 to 80,000 pounds; and

NOW THEREFORE, the McLean County Board hereby establishes White Oak Road, McLean County Highway 70, from Locust Street in Bloomington to US Route 150, a distance of 23,760 feet (4.5 Miles), as a Class II Truck Route with an 80,000 pound maximum weight limit. Said designation to be effective upon the erection of the signs designating this portion of road as a Class II Truck Route, as herein authorized.

Dated this 17th day of December, 2019.

APPROVED:

John D. McIntyre, Chairman
McLean County Board

ATTEST:

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

McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, it is hereby deemed to be of benefit for McLean County to increase the weight limit of the Danvers-Yuton Road, McLean County Highway 18, from the Yuton Elevator entrance to US Route 150 to 80,000 pounds; and

NOW THEREFORE, the McLean County Board hereby establishes the Danvers-Yuton Road, McLean County Highway 18, from the Yuton Elevator entrance to US Route 150, a distance of 1,150 feet (0.22 Miles), as a Class II Truck Route with an 80,000 pound maximum weight limit. Said designation to be effective upon the erection of the signs designating this portion of road as a Class II Truck Route, as herein authorized.

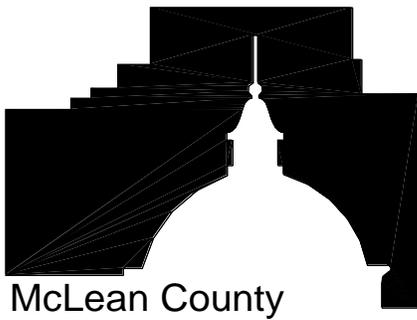
Dated this 17th day of December, 2019.

APPROVED:

John D. McIntyre, Chairman
McLean County Board

ATTEST:

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



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445 Phone
(309) 662-8038 FAX

DATE: November 25, 2019

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

FROM: Jerry Stokes, County Engineer

Emergency Appropriation Ordinance

Recommended Action:

The Highway Department recommends approval of the 2019 Emergency Appropriation Ordinance for the County Bridge Fund.

Background:

The Highway Department began the preliminary engineering on projects in 2017/2018 for projects to be constructed in 2019. Some of the expenses on these projects carried over into 2019. The Highway Department also began a structural rating analysis on County Bridges and added an abutment repair project for Lawndale Township.

This budget amendment transfers funds from the unappropriated fund balance to the engineering and design expenses line item.

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2019
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 20, 2018, 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 2019 Fiscal Year beginning January 1, 2019 and ending December 31, 2019; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Bridge Fund 0121 and,

WHEREAS, the Highway Department incurred engineering expenses paid in FY 2019 from projects started in 2017 & 2018, added a load rating analysis project, added an abutment repair project and continued work on 2020 projects and,

WHEREAS, this additional design work will exceed the amount budgeted for Engineering & Design Expenses in the McLean County Bridge Fund 0121 for FY 2019 and,

WHEREAS, the Transportation Committee, at its regular meeting on December 3, 2019, approved and recommended to the County Board an Emergency Appropriation Ordinance to appropriate funds from the Unappropriated Fund Balance line item to the Construction Roads/Bridges/Culverts of the County Bridge Fund (Fund 0121); now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget of the McLean County Bridge Fund 0121, Highway Department 0055 the following appropriation:

	CURRENT BUDGET	ADD (SUBTRACT)	AMENDED BUDGET
0121-0055-0056-0400.0000 (Unappropriated Fund Balance)	\$981,797	\$65,000	\$1,046,797
0121-0055-0056-0716.0002 (Engineering & Design Expenses)	\$150,000	\$65,000	\$215,000

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and County Engineer.

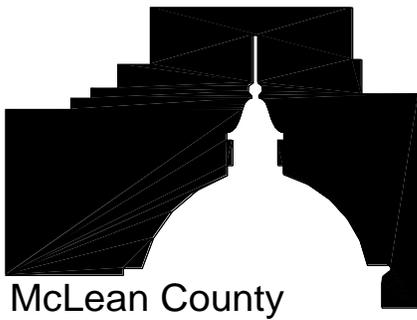
ADOPTED by the McLean County Board the 17th day of December, 2019.

ATTEST:

APPROVED:

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

John D. McIntyre, Chairman
McLean County Board



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445
(309) 662-8038 FAX

DATE: November 22, 2019

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

FROM: Jerry Stokes, County Engineer

Engineering Services Agreement with Hampton, Lenzini and Renwick for Section 19-16137-00-BR, Takiff Bridge, Empire Township

Recommended Action:

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

Background:

The replacement of the bridge located approximately 850 feet north of 600 North Road on 2850 East Road in Empire Township, two miles east of Leroy, is planned for 2021. This bridge is a two-span concrete slab bridge that is showing signs of deterioration. This bridge has been posted with a weight limit of 36 tons weight since 2017 due to the under-designed reinforcement of the concrete slab.

The cost of the engineering services agreement is \$40,000 plus the completion of right-of-way plats. This project will be funded 80% by the Township Bridge Program, 10% McLean County Bridge Fund and 10% Empire Township

PRELIMINARY ENGINEERING SERVICES AGREEMENT

	<u>LOCAL AGENCY</u>		<u>CONSULTANT</u>
County:	McLean	Name:	Hampton, Lenzini and Renwick, Inc.
Township:	Empire	Address:	3085 Stevenson Drive, Suite 201
Section:	19-16137-00-BR	City:	Springfield
		State:	Illinois, 62703

THIS AGREEMENT is made and entered into this 17th day of December, 2019 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 Takiff Bridge Length 0.10 mile
Structure No. 057-4405 (Existing) 057-4431 (Proposed)
Location TR 462 over North Fork Salt Creek
Section 11, T 22 N, R 4 E, 3rd P.M., 3 miles northeast of LeRoy

Description: Design and plan preparation of multi-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.(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. *(By McLean County)*
 - 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, Bridge Condition Report (including economic analysis of superstructure replacement & substructure widening or complete bridge replacement), scour evaluation of existing substructure 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, including an Incidental Take Permit through IDNR in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.
 - k.(X) Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) and submit to the IDOT Local Bridge Unit for approval.
 - l.(X) Assist DEPARTMENT with the load rating research project on the existing structure, as requested by the LA.
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, 1k, 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 \$40,000.

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>HLR 2020 Hourly Rate</u>
Principal	\$220.00
Engineer 6	180.00
Engineer 5	159.00
Engineer 4	152.00
Engineer 3	131.00
Engineer 2	106.00
Engineer 1	85.00
Structural 2	198.00
Structural 1	155.00
Technician 3	129.00
Technician 2	110.00
Technician 1	79.00
Intern/ Temp	47.00
Land Acquisition	130.00
Survey 2	132.00
Survey 1	105.00
Environmental 2	135.00
Environmental 1	72.00
Administration 2	130.00
Administration 1	66.00

2. To pay for all services stipulated under paragraph 1h and 1i 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 _____
County Clerk

By _____

(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 _____

By _____

Steven W. Megginson
Vice President

(SEAL)

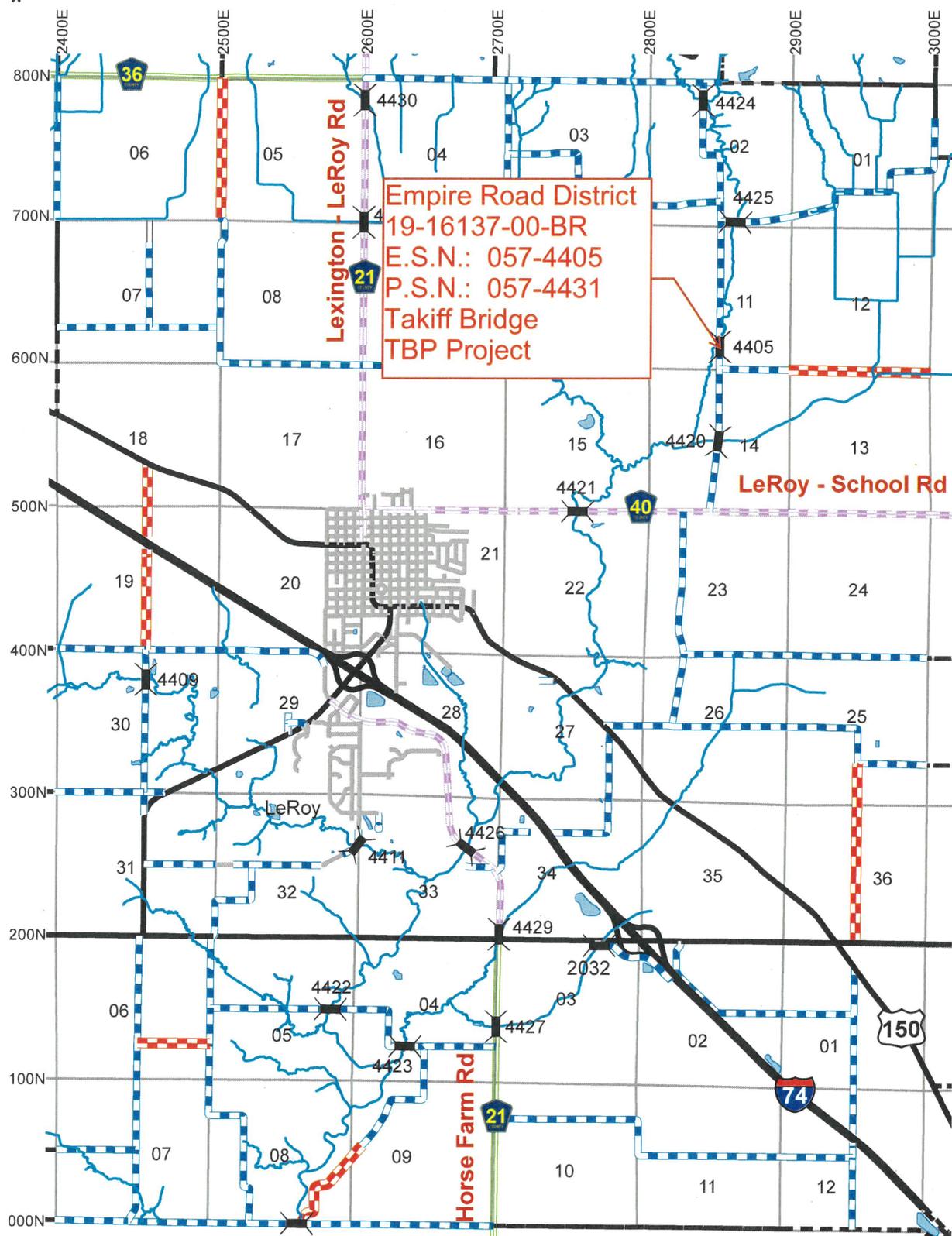
Empire Township

T21N T22N R4E



1 inch equals 1 mile

Dawson Township



Empire Road District
 19-16137-00-BR
 E.S.N.: 057-4405
 P.S.N.: 057-4431
 Takiff Bridge
 TBP Project

Downs Township

West 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		



Task Name	Assigned To	Duration	% Allocation	Budget Hours	N/A	Status	Date Due to IDOT	Scheduled Start Date	Actual Start Date	Actual Complete Date	Comments
Agreement Received/Start Date								12/05/19			
Letting Date								02/01/21			
Project Manager											
Section											
Funding											18-16137-05-SR
Description											Township Bridge Program RC Slab bridge replacement
<input checked="" type="checkbox"/> Survey											Need survey request
Survey Request	Steve Megginson	2h	50%	1		<input checked="" type="checkbox"/>		12/12/19			
Soil Borings	Steve Megginson	2h	50%	1		<input checked="" type="checkbox"/>		12/12/19			
Field Survey		5d	50%	20		<input checked="" type="checkbox"/>		12/28/19			
Plot Survey Data	Matt Paul	5d	50%	20		<input checked="" type="checkbox"/>		01/09/20			
Preliminary Plans to Utilities		2h	50%	1		<input checked="" type="checkbox"/>		01/16/20			
<input checked="" type="checkbox"/> ESR							03/18/20	01/16/20			Biological: Submittal needed - Cultural: Submittal needed
Prepare ESR Submittal	Josh Burdin	1d	50%	4		<input checked="" type="checkbox"/>	03/18/20	01/16/20			
Special Waste screening	Josh Burdin	0.5d	50%	2		<input checked="" type="checkbox"/>		01/17/20			
Biological Resources Review by IDOT		120d	0%	0		<input checked="" type="checkbox"/>		01/17/20			
Cultural Resources Review by IDOT		120d	0%	0		<input checked="" type="checkbox"/>		01/17/20			
<input checked="" type="checkbox"/> PBDR							05/02/20	01/23/20			Need hyd report
Prepare Hyd Report	Joe Frazee	10d	50%	40		<input checked="" type="checkbox"/>	05/02/20	01/23/20			
Draft Proposed P&P and XS	Tim Kamp	4d	50%	16		<input checked="" type="checkbox"/>		01/31/20			
Hydraulic Report Review by Client		20d	0%	0		<input checked="" type="checkbox"/>		02/06/20			
Hydraulic Report Review by IDOT		60d	0%	0		<input checked="" type="checkbox"/>		03/05/20			
<input checked="" type="checkbox"/> Prelinal PS&E							09/07/20	03/12/20			Due 09/07/20
Prepare Army Corps Application	Josh Burdin	4h	50%	2		<input checked="" type="checkbox"/>		03/12/20			
Army Corps of Engineers Permit		60d	0%	0		<input checked="" type="checkbox"/>		03/12/20			
Design Roadway	Joe Frazee	10d	25%	20		<input checked="" type="checkbox"/>		05/14/20			
Draft Roadway		5d	50%	20		<input checked="" type="checkbox"/>		05/21/20			
Check Roadway	Steve Megginson	1d	50%	4		<input checked="" type="checkbox"/>		06/04/20			
Design Structure	Josh Burdin	15d	30%	36		<input checked="" type="checkbox"/>		05/21/20			
Draft Structure	Rob Hosick	10d	50%	40		<input checked="" type="checkbox"/>		05/28/20			
Check Structure	Steve Megginson	3d	50%	12		<input checked="" type="checkbox"/>		08/25/20			
Special Provisions and Estimates		2d	50%	8		<input checked="" type="checkbox"/>		08/11/20			
Right-of-way Plats	Steve Megginson	3d	50%	12		<input checked="" type="checkbox"/>		08/25/20			
Submit Prelinal PS&E		4h	50%	2		<input checked="" type="checkbox"/>	09/07/20	06/30/20			
Prelinal PS&E Review by Client		20d	0%	0		<input checked="" type="checkbox"/>		06/30/20			
Prelinal PS&E review by IDOT		40d	0%	0		<input checked="" type="checkbox"/>	10/19/20	06/30/20			Due 10/19/20
<input checked="" type="checkbox"/> Final PS&E							10/19/20	09/01/20			
Prepare Final PS&E		5d	50%	20		<input checked="" type="checkbox"/>	10/19/20	09/01/20			

Task Name	Assigned To	Duration	% Allocation	Budget Hours	N/A	Status	Date Due to IDOT	Scheduled Start Date	Actual Start Date	Actual Complete Date	Comments
Final PS&E Review by IDOT		20d	0%	0	<input type="checkbox"/>	<input checked="" type="radio"/>		09/08/20			
Final Plans to Utilities		2h	50%	1	<input type="checkbox"/>	<input checked="" type="radio"/>		09/08/20			
SIRS / AASHTOWare Model to IDOT	Scott Shoup	6h	50%	3	<input type="checkbox"/>	<input checked="" type="radio"/>		09/08/20			
After Letting					<input type="checkbox"/>	<input checked="" type="radio"/>		12/29/20			
Bit Tabs	Rob Hosick	2h	50%	1	<input type="checkbox"/>	<input checked="" type="radio"/>		12/29/20			
Fabrication Inspection Request	Steve Maggison	2h	50%	1	<input checked="" type="checkbox"/>	<input checked="" type="radio"/>		12/30/20			
Archive Approved Plans	Rob Hosick	2h	50%	1	<input type="checkbox"/>	<input checked="" type="radio"/>		12/30/20			
Shop Drawing Approval	Rob Hosick	2h	50%	1	<input type="checkbox"/>	<input checked="" type="radio"/>		03/10/21			

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

11-19-2019
Date

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS

WHEREAS, the County Board of McLean County by resolution dated August 16, 2016, with the consent of the Department of Transportation, appointed Jerry W. Stokes, County Engineer for McLean County for a term of six years effective August 17, 2016, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$123,403.81 per year for January 1, 2020 through December 31, 2020 and his traveling, instruction and schooling, and conference expenses are estimated at \$5,600.00 per year.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of One Hundred Twenty-Nine Thousand Three Dollars and 81/100 (\$129,003.81) from the County’s allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2020 through December 31, 2020.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Springfield, Illinois, through its District Engineer’s Office at Paris, Illinois.

Approved by the County Board on December 17, 2019.

John D. McIntyre, Chairman
McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said County, in the State aforesaid and keeper of 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 monthly meeting held at Bloomington, Illinois on December 17, 2019.

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 17th day of December, A.D. 2019.

[SEAL]

County Clerk

