



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, July 11, 2006

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – June 13, 2006
May 16, 2006 (Stand-up)
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

McLEAN COUNTY BOARD OF HEALTH
Ms. Joanne Maitland
12401 North 750 East Road
Bloomington, IL 61704
(Three-year term to expire on June 30, 2009)

CROPSEY STREET LIGHT DISTRICT
Mr. Mario Gonzalas
P.O. Box 41
Cropsy, IL 61731
(“Corrected” Three-year term to expire on June 30, 2008)

b) APPOINTMENTS:

CROPSEY STREET LIGHT DISTRICT

Mr. Mark Hall

120 Belle Prairie St.

Cropsey, IL 61731

("Corrected" Three-year term to expire on June 30, 2007)

c) RESIGNATIONS:

None

d) Request Approval of a Resolution Forming the
Abraham Lincoln Bicentennial Commission
of McLean County, Illinois 1-3

e) Request Approval of Professional Services
Contract with Integrity Technology Solutions
for Development of Export Tool (Circuit Clerk's
Child Support System) – Information Services 4-11

2) Items to be Presented to the Board:

a) Information Services Status Report 12

b) General Report

c) Other

B. Property Committee – Chairman Bostic

1) Items to be Presented to the Board:

a) Request for Approval of Bids for Three-Year
Refuse and Recycle Services for County
Facilities – Facilities Management

b) General Report

c) Other

d) Request Approval of a Jurisdictional Transfer –
Dawson Rd. – CH 28

C. Transportation Committee – Chairman Bass

(Meeting to be held on July 11th)

1) Items to be Presented for Committee Action:

a) Request Approval of a Resolution
Appointing the County Engineer
(To be distributed at meeting)

b) Request Approval of Federal Participation
Amendment #1 – East Side Highway Study 13

c) Request Approval of an Intergovernmental
Agreement with the Village of Danvers and
McLean County for 80,000 Pound Truck Route 14-15

d) Request Approval of a Jurisdictional Transfer -
Dawson Rd. – CH 28 16-24

- 2) Items to be Presented to the Board:
- a) Request Approval of Engineering Agreement with Clark Dietz, Inc., Champaign, IL, for the East Side Highway Corridor Study 25-65
 - b) Request Approval of a Resolution and Letting Results from July 5, 2006 County and Township Projects
 - c) Request Approval of a Bridge Repair Petition for the Village of Carlock – Church Street Bridge
 - d) Request Approval of a Resolution – CH's 8, 29, 34 and I-55 Interchanges
 - e) Request Approval of a Resolution – 80,000 Pound Truck Route – LeRoy-Lexington Road
 - f) Request Approval of a Resolution – 80,000 Pound Truck Route – Ellsworth Road
 - g) General Report
 - h) Other

D. Finance Committee – Chairman Sorensen

- 1) Items to be Presented for Committee Action:
- a) Request Approval of a Resolution Setting the Salary of the Public Defender at 90% of the State's Attorney's Salary – County Administrator's Office 66-68
- 2) Items to be Presented to the Board:
- a) Request Approval of the List of Judges of Election – County Clerk's Office
 - b) Request Approval of CDAP Revolving Loan Fund Application for the Coffee Hound, Normal, Illinois – County Administrator's Office
 - c) Request Approval of an Amendment to Chapter 28 of the McLean County Code, Health and Sanitation – Health Department
 - d) Receive Outside Auditor's Report including Comprehensive Annual Financial Report, Management Letter of Advisory Comments, and Single Audit Report for 2005 – County Administrator's Office
 - e) Presented for Information: DRAFT Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County 69-76
 - f) General Report
 - g) Other

- E. Justice Committee – Chairman Renner
 - 1) Items to be Presented for Committee Action:
 - a) Request Approval to Apply for a \$5,000.00 Grant through the Illinois Department of Human Services – Court Services Department 77-78
 - b) Request Approval of a Contract with Livingston County for Lease of Space in the McLean County Juvenile Detention Center – Court Services Department 79-84
 - c) Request Approval of a Contract with Logan County for Lease of Space in the McLean County Juvenile Detention Center – Court Services Department 85-90
 - 2) Items to be Presented to the Board:
 - a) Request Approval of a Contract for Special Public Defender with Christopher Gramm, Attorney at Law – Public Defender’s Office
 - b) General Report
 - c) Other

F. Land Use and Development Committee – Vice Chairman Segobiano

- 1) Items to be Presented to the Board:
 - a) Request Approval of Application to Vacate a Riding Trail Easement on part of Lots 22 and 23 in the Prairie Trails Subdivision, which is located in Old Town Township at 8794 Cherokee Circle and 8772 Cherokee Circle, Bloomington, IL, File No. S-06-12
 - b) General Report
 - c) Other

G. Report of the County Administrator

- 1) Items to be Presented for Committee Action:
 - a) Executive Session: Annual Performance Review of County Administrator
- 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

- 2. Other Business and Communications
- 3. Recommend Payment of Bills and Approval of Transfers, if any, to County Board
- 4. Adjournment

RESOLUTION FORMING THE ABRAHAM LINCOLN BICENTENNIAL
COMMISSION OF McLEAN COUNTY, ILLINOIS

WHEREAS, Abraham Lincoln, the 16th President, was one of the Nation's most prominent leaders, demonstrating true courage during the Civil War, one of the greatest crises in the nation's history; and,

WHEREAS, born of humble roots on February 12, 1809, Abraham Lincoln rose to political prominence as a lawyer practicing in and near McLean County, Illinois; and,

WHEREAS, with the support of McLean County, Illinois citizens such as the Honorable Judge David Davis, Abraham Lincoln was elected President through a legacy of honesty, integrity, intelligence, and commitment to the United States; and,

WHEREAS, with the belief that all men were created equal, Abraham Lincoln led the effort to free all slaves in the United States; and,

WHEREAS, Abraham Lincoln gave the ultimate sacrifice for the country Lincoln loved, dying from an assassin's bullet on April 15, 1865; and,

WHEREAS, all Americans could benefit from studying the life of Abraham Lincoln, for Lincoln's life is a model for accomplishing the "American Dream" through honesty, integrity, loyalty, and a lifetime of education; and,

WHEREAS, the year 2009 will be the bicentennial anniversary of the birth of Abraham Lincoln, and a local commission should be established to coordinate and encourage civic organizations' activities that are fitting and proper to celebrate that anniversary in a manner that appropriately honors Abraham Lincoln; now, therefore,

BE IT RESOLVED, this 18th day of July, 2006 that here is established a commission to be known as the Abraham Lincoln Bicentennial Commission of McLean County, Illinois (referred to in this resolution as the "Commission").

BE IT FURTHER RESOLVED that the Commission shall have the following duties:

- 1) To study activities that may be carried out by civic organizations and to encourage activities that are fitting and proper to honor Abraham Lincoln leading up to and on the occasion of the bicentennial anniversary of Lincoln's birth,
- 2) To assist civic organizations in coordinating activities that the Commission considers fitting and proper to honor Abraham Lincoln during the aforementioned period,
- 3) To assist civic organizations in coordinating such aforementioned activities with local government entities which may have permit, authorization or other oversight upon performance of said activities.

BE IT FURTHER RESOLVED that the Commission Membership shall be comprised of the following:

- 1) Appointment – The Commission shall be composed of members as appointed as follows:
 - a) Members whom shall be a private citizen of McLean County with a demonstrated dedication to educating others about the importance of historical figures and events; and substantial knowledge and appreciation of Abraham Lincoln, as appointed by and with the concurrence of the Chairman of the McLean County Board, the Mayor of Bloomington and the Mayor of Normal.
 - b) Members whom shall represent civic organizations of McLean County which have demonstrated dedication to educating others about the importance of historical figures and events, as appointed by and with the concurrence of the Chairman of the McLean County Board, the Mayor of Bloomington and the Mayor of Normal.
- 2) Terms – Each member shall be appointed for the life of the Commission and serve at the discretion of said Chairman and Mayors. New members may be appointed in the same manner in which the original appointments were made.
- 3) Remuneration and Expenses – Members shall serve on the Commission without remuneration or reimbursement for personal expenses.
- 4) Quorum – Five members of the Commission shall constitute a quorum but a lesser number may hold meetings.
- 5) Chair – The Commission shall select a Chair from among the members of the Commission.

BE IT FURTHER RESOLVED that the Commission shall meet at the call of the Chair.

BE IT FURTHER RESOLVED that the County of McLean, City of Bloomington and Town of Normal, shall, on a rotating basis, provide a staff representative to coordinate and obtain meeting locations, provide meeting notices and Commission communications, review Commission proposals which require local governmental permits or authorizations, and provide administrative support services as are required to hold Commission Meetings.

BE IT FURTHER RESOLVED that the Commission shall be empowered for the purpose of carrying out this resolution, hold such meetings, sit and act at such times and places, take such testimony, and receive such evidence as the Commission considers to be appropriate.

BE IT FURTHER RESOLVED that the Commission shall submit to the local governments such reports as the Commission considers to be appropriate.

BE IT FURTHER RESOLVED that the Commission shall terminate on December 31, 2009.

ADOPTED by the McLean County Board this 18th day of July, 2006.

APPROVED:

ATTEST:

Michael F. Sweeney, Chairman
McLean County Board

Peggy Ann, Milton, County Clerk

ADOPTED by the Town of Normal Council this ____ day of _____, 2006.

APPROVED:

ATTEST:

Chris Koos, President
Town of Normal

Wendy Briggs, Clerk,
Town of Normal

ADOPTED by the City of Bloomington Council this ____ day of _____, 2006.

APPROVED:

ATTEST:

Steve Stockton, Mayor
City of Bloomington

Tracy Covert, City Clerk
City of Bloomington



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval
of Professional Services for
Development of Export Tool -
(Circuit Clerk's Child Support System)**

To the Honorable Members of the Executive Committee and the McLean County Board:

Please find attached a fixed price contract for professional consulting services provided by Integrity Solutions. The work to be performed is the development of an export process for the current Child Support System used within the office of the Circuit Clerk. This is a necessary step in enabling McLean County to finish converting the Circuit Clerk's office to EJS from the obsolete legacy system currently in use. The agreement also calls for Integrity Solutions to provide complete documentation of the system to be exported.

Information Services requires assistance in the mapping and conversion of the data held within this system, and conventional export methods have not proved reliable. The price for the work is \$16,695.

Sufficient monies are currently available in the FY 2006 budget.

Information Services respectfully requests the approval of the attached work order.

I'll be happy to answer any questions you may have.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over a horizontal line.

Craig Nelson
Director, Information Services.



McLean County Law & Justice Scope of Work

Gavel Child Support Data Conversion

Client Information

Account: McLean County Law & Justice Center
Address: 115 E. Washington, Bloomington, IL 61702

Contact: Craig Nelson Phone: 309-888-5106
Fax: Email: craig.nelson@mcleancountyil.gov
Alt. Contact: Alt. Phone:

Directions:

Integrity Technology Solutions Contacts

	Name	Phone	Email
Business Development Manager:	Shannon Gerwick	309-664-8121	sgerwick@integrityts.com
Business Development Associate:	Robin Gerlach	309-664-8186	rgerlach@integrityts.com

Technical Contact:



Business & Technology Project Goals

The goal of this project is to leverage previous work that has been completed by Integrity for converting Gavel data. This project will encompass the Child Support tables of the Gavel system.

Summary Description

Phase 1: Analysis and Documentation

The first phase in this project is to conduct analysis and create documentation of the Child Support area of the system. The deliverables for this project will include the following reports and diagrams in written and electronic forms.

Project Scope

1. Gavel file system map (includes drives, directories, and files)
2. Data files used by Child Support function of Gavel system
3. Entity relationship diagram for Gavel Child Support system

Timeline

August 2006-December 2006

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

Project Approach

Phase 2: Implementation and Testing

The second phase in this project will be to develop an extract utility for the data in the same fashion it was developed for the original project. The fees indicated in this proposal include the development of this utility.



Client Prerequisites

The following items are requested to be completed prior to the start of the project so that Integrity Technology Solutions can provide the best service possible for this project.

Client Prerequisite	Completed By
Provide access to any available Gavel documentation.	
Supply a working copy of the Gavel system.	
Provide ongoing feedback as necessary regarding the project process and project deliverables.	

By my signature below, I attest that all requirements outlined above for this project have been completed prior to project start. If any of these prerequisites have not been fully met, a Change Order may be required that could affect project costs and/or timelines.

Client Signature of Completion:

X _____

Date _____

Assumptions

In addition to the requirements outlined above, the following assumptions have been made for this project:

Critical Success Factors

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

AGREEMENT

THIS AGREEMENT is made this [28] day of [June, 2006, by and between INTEGRITY TECHNOLOGY SOLUTIONS, INC., an Illinois corporation (hereafter called "Integrity"), and McLean County Law & Justice Center (hereafter called "Client").

Witnesseth:

WHEREAS, Integrity is engaged in the providing of computer services, including but not limited to the development of websites, consulting services and network services, and

WHEREAS, Client has requested Integrity to perform certain services for it as more fully described hereafter in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter made, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. **Services to be Performed:** Integrity agrees to provide certain services to Client which services are specifically described in the Scope of Work, attached hereto and made a part hereof as Exhibit "A." No changes will be made to the Scope of Work unless they are in writing in the form of a Change Order supplied by Integrity and signed by both parties. Charges for these services provided under a Change Order will be billed to Client on a Time and Materials basis as described in the Change Order.
2. **Duties of Client:** Prior to the commencement of the performance of the services to be provided by Integrity as described in the Scope of Work, Client shall complete all work as specifically described in "Client Requirements" which are listed in the Scope of Work. Integrity will be under no obligation to perform any of the services referenced in this Agreement until the work described in "Client Requirements" has been accomplished.
3. **Acceptance of Services:** The services required to be performed hereunder shall be subject to Client's written acceptance. However, if Client has not rejected such services within thirty (30) days after completion, acceptance by Client shall be deemed to have been given.
4. **Charges:** Client shall pay Integrity for its performance of the services described in the Bill of Parts and Services attached hereto as ATTACHMENT - A. Integrity will invoice Client for said services on a periodic basis during the term of this Agreement. Client shall pay to Integrity the amounts invoiced within thirty (30) days of the invoice date. Client shall pay a late payment charge of 1.5 (1.5%) percent per month on all invoices that are past due.
5. **Warranties:** Integrity warrants the services performed pursuant to this Agreement for a period of sixty (60) days after acceptance of the services by Client. Warranty work performed by Integrity within this warranty period will be at no charge to Client. This warranty shall be the only warranty made by Integrity, and is in lieu of all other warranties including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. No oral or written information or advice given by Integrity, its agents, or employee shall create a warranty upon which Client is entitled to rely.
6. **Term of Agreement:** The term of this Agreement shall commence on the date first written above and, unless terminated as hereafter provided, shall remain in full force and effect until the acceptance of the services by Client or the expiration of 30 days, whichever first occurs.
7. **Termination of Agreement:** This Agreement may be terminated by either party, if:
 - a. The other party is in default of any provision of this Agreement and such default is not cured within thirty (30) days after written notice thereof is given; or
 - b. The other party becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

In the event of termination of this Agreement, Integrity may:

- c. declare all amounts owed to it to be immediately due and payable;
- d. enter Client's premises and repossess all supplies, consumables and other items supplied by Integrity hereunder; and
- e. cease performance of all services to have been performed hereunder without liability to Client.



The foregoing rights and remedies afforded to Integrity hereunder shall be cumulative and in addition to all other rights and remedies available to Integrity in law and in equity.

- 8. **Limitation of Liability:** In no event shall Integrity be liable to Client for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, even if Integrity has been advised of the possibility thereof. Integrity's liability to Client hereunder, if any, shall in no event exceed the total amount paid to Integrity hereunder by Client.
- 9. **Delay:** Neither party shall be liable for any delays or failure in the performance of services if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond the reasonable control of the party seeking to exercise such delays or failures.
- 10. **Confidentiality Requirement:**
 - a. The services to be rendered by Integrity to Client under this Agreement are of a special, unique and extraordinary character and, in connection with the providing of such services, Client will have access to confidential information vital to Integrity's business. As a result, Client consents and agrees that it will keep all such information in strictest confidence during the term of this Agreement and for a period of five (5) years after the execution of this Agreement
 - b. As a result of the services to be rendered by Integrity to Client, Integrity will have access to confidential information which is vital to Client's business. Integrity therefore consents and agrees that it will keep all such information in strictest confidence during the term of this Agreement and for a period of five (5) years after the execution of this Agreement.
- 11. **Arbitration:** Any controversy, dispute or claim arising out of the interpretation, performance or breach of this Agreement shall be resolved by binding arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. One arbitrator shall be appointed by the American Arbitration Association who shall have a background in computer consulting. The arbitrator shall have authority to assess attorney's fees and costs. The arbitration shall be held in Bloomington, Illinois.
- 12. **Entire Understanding:** This Agreement represents the entire understanding between the parties in connection with the subject matter hereof and supercedes all prior communications, agreements, and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties.
- 13. **Agreement to be Binding:** This Agreement shall be binding upon the heirs, successors in interest, and assigns of both parties.
- 14. **Governing Law:** This Agreement shall be governed by the laws of the State of Illinois.
- 15. **Soliciting for Hire:** Integrity and Client jointly agree, for the term of this agreement and for a period of twelve (12) months thereafter, that neither will solicit for hire, employees of their respective companies or organizations.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

Integrity Technology Solutions, Inc.

McLean County Law & Justice Center

By: _____

By: _____

Date: _____

Date: _____



Client Acknowledgment of Completed Work

By my signature below, I agree that all of the work for this project has been completed to my satisfaction.

Client Signature of Completion:

X _____

Date _____

Gavel Child Support Data Conversion

(Attachment A)

For: McLean County Law and Justice Center

Prepared by: Shannon Gerwick

Date: June 2006

Description	Investment
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Professional Services

\$16,695

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Phase 1: Analysis and Documentation

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1. Gavel file system map (includes drives, directories, and files)
2. Data files used by Child Support function of Gavel system
3. Entity relationship diagram for Gavel Child Support system

Phase 2: Implementation and Testing

The second phase in this project will be to develop an extract utility for the data in the same fashion it was developed for the original project. The fees indicated in this proposal include the development of this utility.

This is a fixed fee proposal.

Total Investment:

\$ 16,695.00

Terms: Net 15 days

Client Acceptance _____ (date)

Shannon Gerwick
(309) 664-8121
sgerwick@integrityts.com

Please sign and fax back to 309-662-6421

Information Services Status Report July 11, 2006

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues addressed by Information Services since my last report.

General Administration:

- Project Mgmt: IJIS
 - Preparing for Civil Data Load, currently scheduled for Labor Day Weekend
- Project Mgmt: VOIP
- Budget Preparation

Hardware/Network

- Received SAN (Storage Area Network Device)
- Installed SAN (Storage Area Network Device)
- Assess new in-car video system for the Sheriff's office

Programming/Database/Web

- Upgraded EJS from version 7.6 to version 8.0
- Upgrade rs6000 operating system
- Programmed Communicable diseases database
- Distributed more as/400 reports via email using new programming tool

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Services



Illinois Department of Transportation

Local Agency Amendment #1 for Federal Participation

Local Agency McLean County	State Contract	Day Labor	Local Contract X	RR Force Account
Section 05-00183-00-ES	Fund Type HPS	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-95-347-05	HPP-3650(001)		

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

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Amended Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	800,000	(*)		()	300,000	(Bal)	1,100,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 800,000		\$		\$ 300,000		\$ 1,100,000

*80% High Priority Funds nte \$800,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

APPROVED

Name Michael Sweeney

Title County Board Chairman
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

TIN Number 37-6001569

APPROVED

State of Illinois
Department of Transportation

Timothy W. Martin, Secretary

Date _____

Secretary's Delegate - Milton R. Sees, Director of Highways/Chief Engineer

Ellen Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this Amendment is required.

**INTERGOVERNMENT AGREEMENT
BETWEEN THE VILLAGE OF DANVERS AND THE COUNTY OF MCLEAN**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220\1 *et.seq.*, permit and encourage local governments to enter into intergovernmental agreements to obtain or share services or to exercise combine or transfer powers and functions and;

WHEREAS, the Villager of Danvers is a municipal corporation, and the County of McLean is a body corporate and politic and;

WHEREAS, it is in the best interest of the public health, safety and welfare that West Street from Main Street to North Street in the Village of Danvers be designated a Class III 80,000-pound Truck Route and;

WHEREAS, the proposed addition of these 3 blocks of West Street from Main Street to North Street will provide a continuous 80,000-pound Class III Truck Route for the length of West Street in the Village of Danvers, and;


WHEREAS, this 80,000-pound Class III Truck Route addition will allow truck access to the elevator and Route 9 from CH 53 on the North, now, therefore,

The County of McLean and the Village of Danvers hereby agrees as follows:

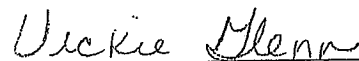
1. The Village of Danvers will pass a weight limit ordinance establishing West Street from Main Street to North Street as an 80,000-pound Class III Truck Route and shall erect signs so stating. This shall be a permanent change effective upon the completion of construction of CH 53 from Danvers to Carlock by McLean County.
2. McLean County will contract to add 2" of Bituminous Hot Mix to West Street from Main Street to North Street within 5 years of the date of this agreement when resurfacing CH 55 west of Danvers. The plans for said work on West Street to be approved by the Village of Danvers.
3. Any party may terminate this agreement if construction of CH53 from Danvers to Carlock does not begin within 5 years. Termination by a party to this agreement must be in writing and delivered to the other party 60 days prior to the date of termination.

APPROVED:

ATTEST:



President Ron Roth (date)
Village of Danvers



Vickie Glenn
Village/City Clerk

Chairman Michael F. Sweeney (date)
McLean County Board

Peggy Ann Milton
County Clerk

Village of Danvers Weight Limit Ordinance

WHEREAS, it is hereby deemed to be of mutual benefit for the Village of Danvers and McLean County to enter into an agreement to increase the weight limit of West Street from Main Street to North Street in the Village of Danvers to 80,000 pounds.


NOW, THEREFORE, the Board of Trustees of the Village of Danvers hereby approves the attached Intergovernmental Agreement with McLean County and authorizes the President of the Board of Trustees of the Village of Danvers to sign said agreement, and also,

The Board of Trustees of the Village of Danvers hereby establishes West Street from Main Street to North Street as a Class III Truck Route with an 80,000-pound maximum weight limit. Said designation to be effective upon the completion of the construction of McLean County Highway 53 from Danvers to Carlock, and the erection of the signs designating this portion of road as a Class III Truck Route, as herein authorized.

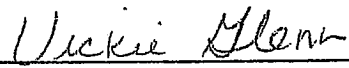
Dated this 5th day of June, 2006.

APPROVED:

ATTEST:



President Ron Roth
Village of Danvers



Vickie Glenn
Village/City Clerk



Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality:
Township/Road District:	Township/Road District: Dawson Road District
County: McLean	County: McLean

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Holder - Ellsworth Road (C.H. 28) Route 1100N Length 24865 FT (4.709 miles) Termini C.H. 25 @ 2400E and 1100N. 11645 feet East to C.H. 21 @ 2600E and 1100N; then 13220 feet East to C.H. 17 @ 2850E and 1100N

This transfer [] does [] does not include Structure No. None

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: IDOT Approval

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement. Supplement #1 County Resolution, #2 Map (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR: Michael F. Sweeney, Chairman McLean County Board. APPROVED BY RECIPIENT: Tim Bane, Highway Commissioner Dawson Rd Dist. Includes signatures and titles for both parties.

APPROVED STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION By: Director of Highways Date

RESOLUTION
McLEAN COUNTY TO DELETE C. H. 28 (HOLDER-ELLSWORTH ROAD / 1100N)
County Resolution

Providing for the deletion of County Highway No. 28 from County Highway No. 25 to County Highway No. 17 on 1100N from the County Highway System in McLean County, Illinois.

Whereas the County Board of McLean County, and Dawson Road District entered into an agreement for transfer of the jurisdiction of the above location to the Road District System.

NOW THEREFORE, BE IT RESOLVED, that the above location, with Illinois Department of Transportation approval, be deleted from the highway system of McLean County, and that said route is identified as County Highway No. 28 from County Highway No. 25 to County Highway No. 17 on 1100N.

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

Michael F. Sweeney, Chairman, McLean County Board

CERTIFICATE

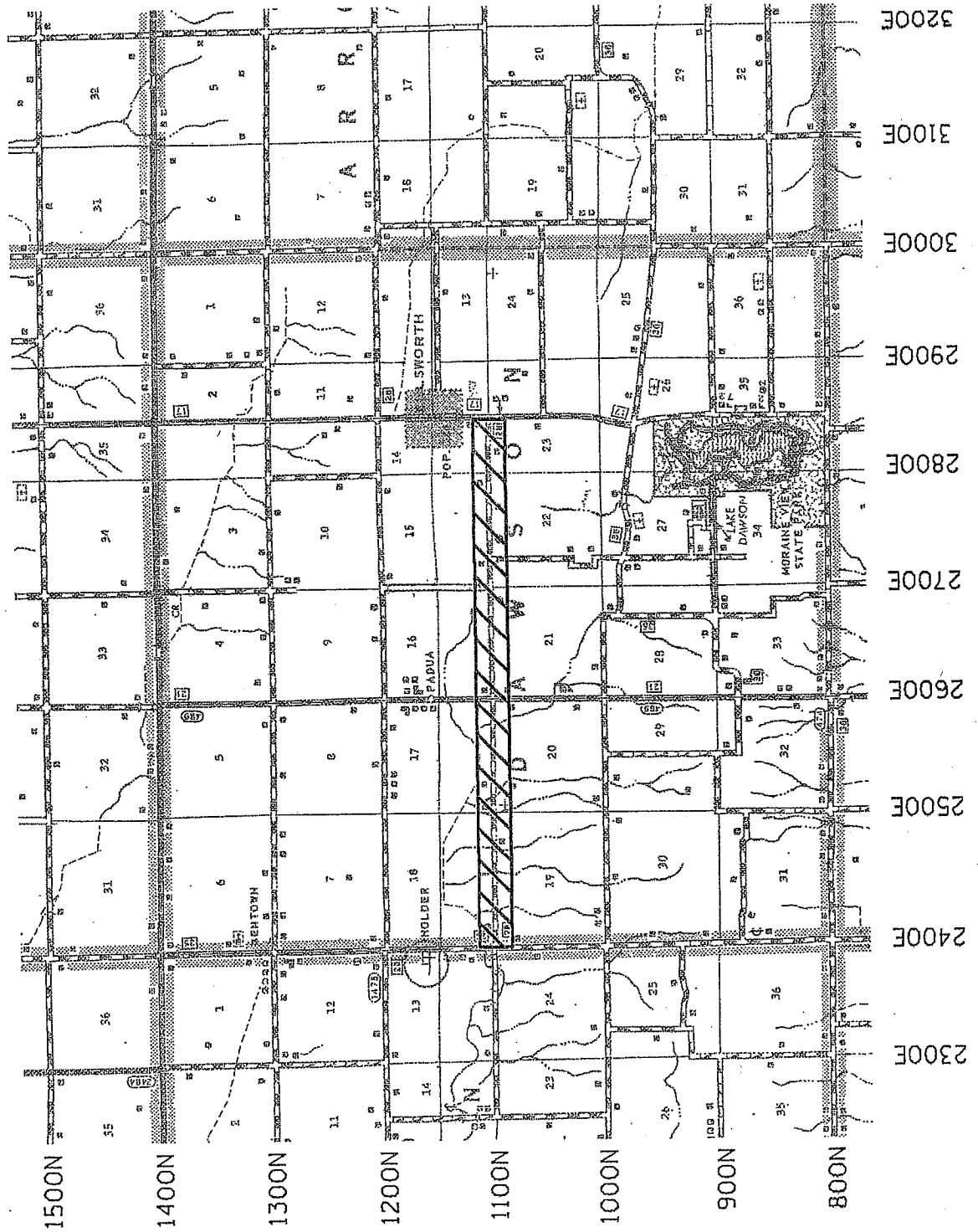
I, Peggy Ann Milton, County Clerk, in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the County Board of McLean County at its Regular meeting held at Bloomington on July 18, 2006.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, in said County this _____ day of _____, A.D., 2006.

[SEAL]

County Clerk

JURISDICTIONAL TRANSFER LOCATION MAP
 COUNTY TO TOWNSHIP TRANSFER





Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality:
Township/Road District: Dawson Road District	Township/Road District:
County: McLean	County: McLean

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name New C.H. 28 (1200N) Route TR 325B Length 24945 FT (4.724 miles)
 Termini C.H. 25 @ 2400E and 1200N. 11740 feet East to C.H. 21 @ 2600E and 1200N; then 13205 feet East to
C.H. 17 @ 2850E and 1200N

This transfer does does not include Structure No. None

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: IDOT Approval

Supplements

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

Supplement #1 County Resolution, #2 Map
 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Tim Bane

Name Michael F. Sweeney

Title Highway Commissioner Dawson Road District
 Chairman County Board/Mayor/Village President/etc.

Title Chairman McLean County Board
 Chairman County Board/Mayor/Village President/etc.

Signature *Timothy A. Bane*

Signature _____

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date

RESOLUTION
McLEAN COUNTY TO ADD C. H. 28 (1200N)
County Resolution

Providing for the addition of County Highway No. 28 on 1200N from County Highway No. 25 to County Highway No. 17 to the County Highway System in McLean County, Illinois.

Whereas the County Board of McLean County, and Dawson Road District entered into an agreement for transfer of the jurisdiction of the above location to the County Highway System.

NOW THEREFORE, BE IT RESOLVED, that the above location, with Illinois Department of Transportation approval, be added to the highway system of McLean County, and that said route shall be identified as County Highway No. 28 from County Highway No. 25 to County Highway No. 17 on 1200N.

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

Michael F. Sweeney, Chairman, McLean County Board

CERTIFICATE

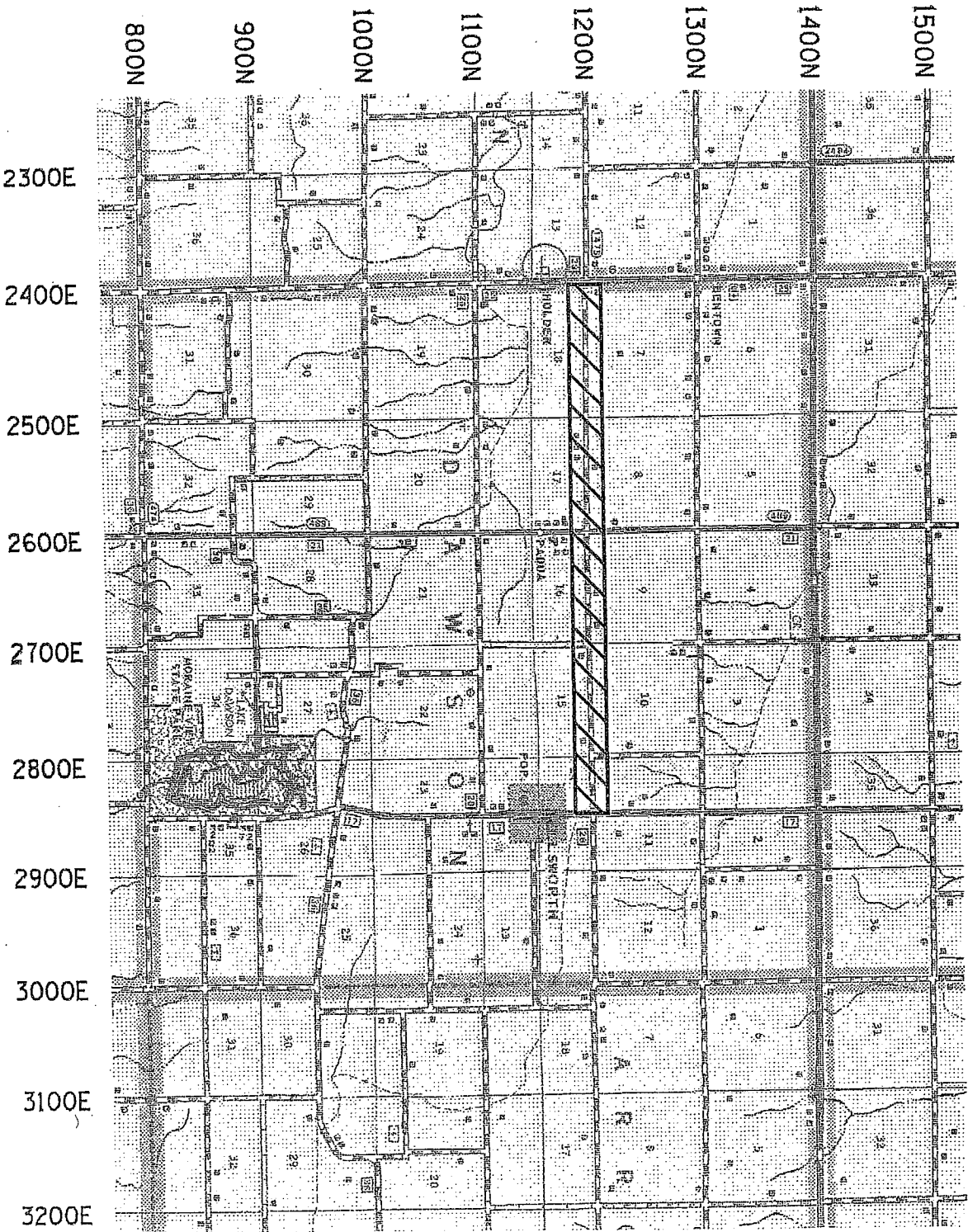
I, Peggy Ann Milton, County Clerk, in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the County Board of McLean County at its Regular meeting held at Bloomington on July 18, 2006.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, in said County this _____ day of _____, A.D., 2006.

[SEAL]

County Clerk

JURISDICTIONAL TRANSFER LOCATION MAP
TOWNSHIP TO COUNTY TRANSFER





Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality:
Township/Road District:	Township/Road District: Dawson Road District
County: McLean	County: McLean

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Bentown-Holder Road Route C.H. 25 Length 2734 FT (0.518 miles) Termini Railroad tracks at the South edge of Holder @ 1152N and 2400E; then 2734 feet South to C.H. 28 @ 1100N and 2400E

This transfer [X] does [] does not include Structure No. Existing 057-4104 / Proposed 057-4107

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: Completion of reconstruction of the bridge and road from the railroad tracks to 1100N (Sections 05-00040-04-BR & 04-00040-03-WR).

Supplements

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

Supplement #1 County Resolution, #2 Map (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Michael F. Sweeney

Name Tim Bane

Title Chairman McLean County Board Chairman County Board/Mayor/Village President/etc.

Title Highway Commissioner Dawson Rd Dist Chairman County Board/Mayor/Village President/etc.

Signature

Signature Timothy A. Bane

APPROVED

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION By:

Director of Highways

Date

RESOLUTION
McLEAN COUNTY TO DELETE C. H. 25 (BENTOWN-HOLDER / 2400E)
County Resolution

Providing for the deletion of County Highway No. 25 from the Railroad Tracks at the South edge of Holder to County Highway No. 28 at 1100N on 2400E from the County Highway System in McLean County, Illinois.

Whereas the County Board of McLean County, and Dawson Road District entered into an agreement for transfer of the jurisdiction of the above location to the Road District System.

NOW THEREFORE, BE IT RESOLVED, that the above location, with Illinois Department of Transportation approval, be deleted from the highway system of McLean County, and that said route is identified as County Highway No. 25 from the Railroad Tracks at the South edge of Holder to County Highway No. 28 at 1100N on 2400E. Said transfer to be effective upon the completion of construction section numbers 05-00040-04-BR and 04-00040-03-WR and IDOT approval.

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

Michael F. Sweeney, Chairman, McLean County Board

CERTIFICATE

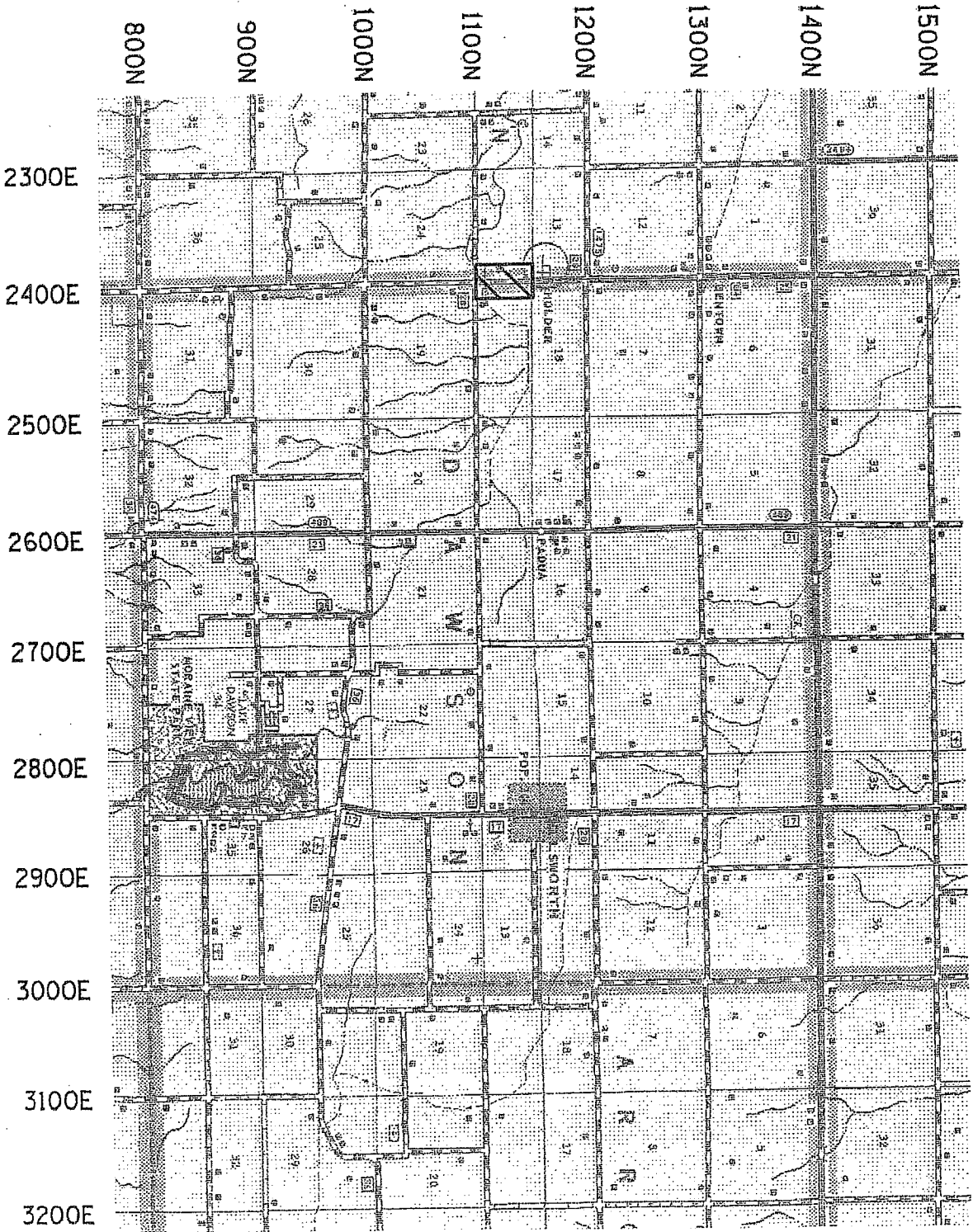
I, Peggy Ann Milton, County Clerk, in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the County Board of McLean County at its Regular meeting held at Bloomington on July 18, 2006.


In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, in said County this _____ day of _____, A.D., 2006.

[SEAL]

County Clerk

JURISDICTIONAL TRANSFER LOCATION MAP
 COUNTY TO TOWNSHIP TRANSFER



Local Agency McLean County	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant Clark Dietz, Inc.
County McLean County			Address 1817 S. Neil St, Suite 100
Section 05-00183-00-ES			City Champaign, IL
Project No. HPP-3650 (001)			State IL
Job No. P-95-347-05			Zip Code 61820
Contact Name/Phone/E-mail Address John "Jack" Mitchell/309.663.9445 jack.mitchell@mcleancountyil.gov			Contact Name/Phone/E-mail Address Jerry Payonk/217.373.8945 jerry@clark-dietz.com

THIS AGREEMENT is made and entered into this 18 day of July, 2006 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name East Side Highway Phase I - Corridor Study Route _____ Length _____ Structure No. _____

Termini Preliminary termini consist of I-74 to the south and I-55 to the north

Description The project will involve the study and recommendations for a new highway facility east of Bloomington/Normal between I-74 to the south and I-55 to the north. The study will investigate potential corridors with a goal of identifying a single preliminary corridor measuring 300-500 feet in width.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 15 months from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. Scope of Services to be provided by the ENGINEER:

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- 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.
- Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- Develop a corridor report as outlined in attached exhibit D, and utilizing "Design Flexibility and the Stakeholder Involvement Process for Context Sensitive Solutions" as identified in BDE Procedure memorandum 48-06.*

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Direct Labor Multiple DLM = [(2.8 + R)DL] + IHDC

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department 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 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, 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; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's 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, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that 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 a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Executed by the LA:

McLean County

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

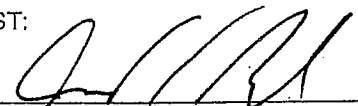
Clerk

Title: _____

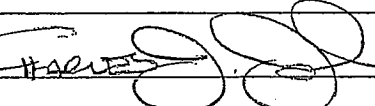
(SEAL)

Executed by the ENGINEER:

ATTEST:

By:  _____

Title: VICO PRESIDENT

By:  _____

Title: CEO

Exhibit A - Preliminary Engineering

Route: _____
 Local Agency: McLean County
 (Municipality/Township/County)
 Section: 05-00183-00-ES
 Project: HPP-3650 (001)
 Job No.: P-95-347-05

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:

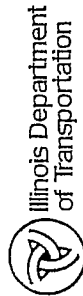
Overhead Rate (OH) 174.49 %
 Complexity Factor (R) 0.07
 Months 15

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
- 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- 14.5%[(2.3 + R)DL + IHDC]
- [(2.8 + R)DL] + IHDC
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
30									
Please refer to attached Exhibit B for CECS form for Prime Consultant, Exhibit C for CECS forms for sub-consultants, and Exhibit D for a description of project scope elements.									
Totals									0.00



Payroll Escalation Table
Fixed Raises

FIRM NAME Clark Dietz, Inc.
PRIME/SUPPLEMENT Prime

DATE 06/28/06
PTB NO. _____

CONTRACT TERM
START DATE
RAISE DATE

15 MONTHS
10/1/2006
1/1/2007

OVERHEAD RATE 174.45%
COMPLEXITY FACTOR 0.07
% OF RAISE 3.00%

ESCALATION PER YEAR

10/1/2006 - 1/1/2007
3
15

1/2/2007 - 1/1/2008
12
15

= 20.00%
= 1.0240

82.40%

The total escalation for this project would be:

2.40%



Illinois Department
of Transportation

Payroll Rates

FIRM NAME Clark Dietz, Inc. DATE 06/28/06
 PRIME/SUPPLEMENT Prime
 PTB NO. _____

ESCALATION FACTOR 2.40%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Project Director	\$58.90	\$60.31
Project Manager	\$41.50	\$42.50
Senior Project Engineer	\$33.50	\$34.30
Project Engineer	\$30.80	\$31.54
Jr. Project Engineer	\$25.65	\$26.27
Clerical/Accounting	\$20.40	\$20.89
		\$0.00
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		\$0.00



**Illinois Department
of Transportation**

**Cost Estimate of
Consultant Services
(CPFF)**

Firm Clark Dietz, Inc.
 Route 05-00183-00-ES
 Section McLean
 County P-95-347-05
 Job No.
 PTB & Item

Date 06/28/06
 Overhead Rate 174.49%
 Complexity Factor 0.07

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
A - Data Collection	482	15,311.77	26,717.51	882.40	6,377.61		15,334.45	64,623.73	5.88%
B - Mosaic Development	400	11,708.52	20,430.19	4,240.00	5,393.75		63.59	41,836.06	3.81%
C - Environmental Data Review	268	8,460.70	14,763.07	1,233.75	3,632.22		110,932.86	139,022.60	12.65%
D - Drainage Evaluation	246	8,220.67	14,344.25	466.00	3,422.92		63.59	26,517.44	2.41%
E - Travel Demand Modeling	16	679.94	1,186.42	0.00	277.52		202,151.63	204,295.51	18.58%
F - Facility Type Determination	1620	49,317.27	86,053.71	13,199.00	22,043.22		67,445.89	238,059.09	21.66%
G - Structural Studies	372	12,183.55	21,259.08	2,038.25	5,268.39		1,705.25	42,454.53	3.86%
H - Context Sensitive Solutions	560	18,340.83	32,002.92	3,052.60	7,928.63		32,838.61	94,163.59	8.57%
I - Corridor Report	766	27,260.52	47,566.88	4,296.60	11,749.67		44,239.90	135,113.57	12.29%
J - Financial Investigative Report	16	679.94	1,186.42	0.00	277.52		18,934.93	21,078.81	1.92%
K - Project Admin & Coordination	440	18,201.40	31,759.61	1,143.00	7,594.83		33,385.96	92,084.80	8.38%
TOTALS	5186	170,365.10	297,270.06	30,551.60	73,966.29	0.00	527,096.67	1,099,249.72	100.00%



Illinois Department of Transportation

Average Hourly Project Rates

Route 05-00183-00-ES
 Section McLean
 County P-95-347-05
 Job No.
 PTB/Item

Consultant Clark Diez, Inc.

Date 06/28/06

Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	F - Facility Type Determination			G - Structural Studies			H - Context Sensitive Solutions			I - Corridor Report			J - Financial Investigative Repd			K - Project Admin & Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director	60.31	24	1.48%	0.89	0	0	0	50	8.93%	5.39	44	5.74%	3.46	0	0	0	28	6.36%	3.84
Project Manager	42.50	120	7.41%	3.15	24	6.45%	2.74	320	57.14%	24.28	200	26.11%	11.10	16	100.00%	42.50	360	81.82%	34.77
Senior Project Engineer	34.30	120	7.41%	2.54	68	18.28%	6.27	0	0	0	62	8.09%	2.78	0	0	0	12	2.73%	0.86
Project Engineer	31.54	576	35.56%	11.21	280	75.27%	23.74	100	17.86%	5.63	360	47.00%	14.82	0	0	0	0	0	0
Jr. Project Engineer	26.27	780	48.15%	12.65	0	0	0	90	16.07%	4.22	100	13.05%	3.43	0	0	0	40	9.09%	1.90
Clerical/Accounting	20.89	0			0			0			0								
TOTALS		1620	100%	\$30.44	372	100%	\$32.75	560	100%	\$39.52	766	100%	\$35.59	16	100%	\$42.50	440	100%	\$41.37

SUMMARY OF ESTIMATED DIRECT EXPENSES			
Clark Dietz			
	Unit Cost	Quantity	Total
A. DATA COLLECTION			
Mileage (6 trips, 140 miles per trip)	\$0.485	840	\$407.40
Copies (B&W)	\$0.10	500	\$50.00
Telephone/Fax			\$20.00
Postage	\$1.00	30	\$30.00
CADD	\$15.00	25	\$375.00
Miscellaneous			\$0.00
Subtotal			\$882.40
B. MOSAIC DEVELOPMENT			
Mileage	\$0.485		\$0.00
Copies	\$0.10		\$0.00
Telephone/Fax			\$15.00
Postage	\$2.50	40	\$100.00
CADD	\$15.00	275	\$4,125.00
Miscellaneous			\$0.00
Subtotal			\$4,240.00
C. ENVIRONMENTAL DATA REVIEW			
Mileage (5 trips, 150 miles per trip)	\$0.485	750	\$363.75
Copies	\$0.10	1000	\$100.00
Telephone/Fax			\$20.00
Postage			\$0.00
CADD	\$15.00	50	\$750.00
Miscellaneous			\$0.00
Subtotal			\$1,233.75
D. DRAINAGE EVALUATION			
Mileage (3 trips, 200 miles per trip)	\$0.485	600	\$291.00
Copies	\$0.25	600	\$150.00
Telephone/Fax			\$15.00
Postage	\$1.00	10	\$10.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$466.00
E. TRAVEL DEMAND MODELING			
Subtotal			\$0.00
F. FACILITY TYPE DETERMINATION AND ALTERNATE GEOMETRIC STUDIES			
Mileage (7 trips, 200 miles per trip)	\$0.485	1400	\$679.00
Plotting (24x36)	\$6.00	20	\$120.00
Copies (B&W)	\$0.10	1000	\$100.00
Copies (color 8.5x11)	\$1.00		\$0.00
Postage (package delivery)	\$10.00		\$0.00
CADD	\$15.00	820	\$12,300.00
Miscellaneous			\$0.00
Subtotal			\$13,199.00
G. STRUCTURAL STUDIES			
Mileage (3 trips, 150 miles per trip)	\$0.485	450	\$218.25
Copies	\$0.10	1000	\$100.00
Telephone/Fax			\$20.00
Postage			\$20.00
CADD	\$15.00	112	\$1,680.00
Miscellaneous			\$0.00
Subtotal			\$2,038.25
H. CONTEXT SENSITIVE SOLUTIONS/PUBLIC INVOLVEMENT			
Mileage (18 trips, 120 miles per trip)	\$0.485	2160	\$1,047.60
Copies (B&W)	\$0.10	1500	\$150.00
Telephone/Fax			\$25.00
Postage			\$0.00
CADD	\$15.00	122	\$1,830.00
Miscellaneous			\$0.00
Subtotal			\$3,052.60
I. CORRIDOR REPORT			
Mileage (4 trips, 140 miles per trip)	\$0.485	560	\$271.60
Copies (B&W)	\$0.10	4000	\$400.00
Copies (color 8.5x11)	\$1.00		\$0.00
Postage	\$10.00	10	\$100.00
CADD	\$15.00	235	\$3,525.00
Miscellaneous			\$0.00
Subtotal			\$4,296.60
J. FINANCIAL INVESTIGATION PLAN			
Subtotal			\$0.00
K. PROJECT ADMINISTRATION AND COORDINATION			
Mileage (15 trips, 120 miles per trip)	\$0.485	1800	\$873.00
Copies (B&W)	\$0.10	750	\$75.00
Telephone/Fax			\$75.00
Postage	\$0.20	600	\$120.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$1,143.00
TOTAL			\$30,551.60



Payroll Escalation Table
Fixed Raises

FIRM NAME
PRIME/SUPPLEMENT HDR Engineering, Inc.

CONTRACT TERM
START DATE 10/1/2006
RAISE DATE 1/1/2007

DATE 06/28/06
PTB NO. _____

OVERHEAD RATE 156.53%
COMPLEXITY FACTOR 0.07
% OF RAISE 3.00%

ESCALATION PER YEAR

10/1/2006 - 1/1/2007
3
15

1/2/2007 - 1/1/2008
12
15

= 20.00%
= 1.0240

82.40%
2.40%

The total escalation for this project would be:



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME HDR Engineering, Inc. DATE 06/28/06
 PRIME/SUPPLEMENT _____
 PTB NO. _____

ESCALATION FACTOR 2.40%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Proj.Advisor/ Environ. Lead	\$70.00	\$70.00
Task Manager	\$56.50	\$57.86
Senior Project Engineer	\$46.30	\$47.41
Project Engineer	\$31.19	\$31.94
Jr. Project Engineer	\$22.41	\$22.95
Clerical/Accounting	\$21.07	\$21.58
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**Illinois Department
of Transportation**

**Cost Estimate of
Consultant Services
(CPFF)**

Firm HDR Engineering, Inc.
 Route 05-00183-00-ES
 Section McLean
 County P-95-347-05
 Job No. PTB & Item

Date 06/28/06
 Overhead Rate 156.53%
 Complexity Factor 0.07

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
A - Data Collection	56	2,250.17	3,522.20	907.50	991.42			7,671.29	2.01%
B - Mosaic Development	1	21.58	33.77	0.00	8.24			63.59	0.02%
C - Environmental Data Review	418	14,848.76	23,242.76	3,750.50	6,217.81			48,059.82	12.60%
D - Drainage Evaluation	1	21.58	33.77	0.00	8.24			63.59	0.02%
E - Travel Demand Modeling	1288	43,688.50	68,385.61	10,895.00	18,273.96	10,000.00		151,243.07	39.65%
F - Facility Type Determination	486	19,378.34	30,332.92	3,967.00	7,980.04			61,658.30	16.16%
G - Structural Studies	10	578.56	905.62	0.00	221.08			1,705.26	0.45%
H - Context Sensitive Solutions	196	8,229.68	12,881.92	2,302.00	3,478.50			26,892.11	7.05%
I - Corridor Report	354	12,396.80	19,404.71	1,217.00	4,913.51			37,932.02	9.94%
J - Financial Investigative Report	120	6,404.82	10,025.46	50.00	2,454.65			18,934.93	4.96%
K - Project Admin & Coordination	182	8,908.88	13,945.06	876.00	3,531.27			27,261.21	7.15%
TOTALS	3112	116,727.66	182,713.81	23,965.00	48,078.72	10,000.00	0.00	381,485.19	100.00%



Average Hourly Project Rates

Route 05-00183-00-ES Consultant HDR Engineering, Inc. Date 06/28/06 Sheet 1 OF 2
 Section McLean
 County P-95-347-05
 Job No. _____
 PTB/Item _____

Payroll Classification	Avg Hourly Rates	Total Project Rates			A - Data Collection			B - Mosaic Development			C - Environmental Data Review			D - Drainage Evaluation			E - Travel Demand Modeling		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Proj Advisor/ Environ. Lead	70.00	200	6.43%	4.50	8	14.29%	10.00	0		36	8.61%	6.03	0		16	1.24%	0.87		
Task Manager	57.86	558	17.93%	10.37	12	21.43%	12.40	0		62	14.83%	8.58	0		160	12.42%	7.19		
Senior Project Engineer	47.41	148	4.76%	2.25	4	7.14%	3.39	0		16	3.83%	1.81	0		0				
Project Engineer	31.94	1444	46.40%	14.82	8	14.29%	4.56	0		112	26.79%	8.56	0		876	68.01%	21.72		
Jr. Project Engineer	22.95	632	20.31%	4.66	24	42.86%	9.83	0		192	45.93%	10.54	1	100.00%	176	13.66%	3.14		
Clerical/Accounting	21.58	130	4.18%	0.90	0			1	100.00%	0			1	100.00%	60	4.66%	1.01		
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TOTALS		3112	100%	\$37.51	56	100%	\$40.18	1	100%	418	100%	\$35.52	1	100%	1288	100%	\$33.92		



Illinois Department of Transportation

Average Hourly Project Rates

Route 05-00183-00-ES
 Section McLean
 County P-95-347-05
 Job No.
 PTB/Item

Consultant HDR Engineering, Inc.

Date 06/28/06

Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	F - Facility Type Determination			G - Structural Studies			H - Context Sensitive Solutions			I - Corridor Report			J - Financial Investigative Report			K - Project Admin & Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Proj. Advisor/ Environ. Lead	70.00	60	12.35%	8.64	0			0			16	4.52%	3.16	24	20.00%	14.00	40	21.98%	15.38
Task Manager	57.86	72	14.81%	8.57	10	100.00%	22.43	76	38.78%	22.43	44	12.43%	7.19	64	53.33%	30.86	58	31.87%	18.44
Senior Project Engineer	47.41	74	15.23%	7.22	0			0			24	6.78%	3.21	0			30	16.48%	7.82
Project Engineer	31.94	120	24.69%	7.89	0			120	61.22%	19.55	160	45.20%	14.44	32	26.67%	8.52	16	8.79%	2.81
Jr. Project Engineer	22.95	160	32.92%	7.55	0			0			80	22.60%	5.19	0			0		
Clerical/Accounting	21.58	0			0			0			30	8.47%	1.83	0			38	20.88%	4.50
TOTALS		486	100%	\$39.87	10	100%	\$57.86	196	100%	\$41.99	354	100%	\$35.02	120	100%	\$53.37	182	100%	\$48.95

SUMMARY OF ESTIMATED DIRECT EXPENSES			
HDR Engineering, Inc.			
	Unit Cost	Quantity	Total
A. DATA COLLECTION			
Mileage (5 trips, 300 miles per trip)	\$0.45	1500	\$667.50
Copies (B&W)	\$0.10	1000	\$100.00
Telephone/Fax			\$0.00
Postage	\$1.00	20	\$20.00
CADD	\$15.00	8	\$120.00
Miscellaneous			\$0.00
Subtotal			\$907.50
B. MOSAIC DEVELOPMENT			
Subtotal			\$0.00
C. ENVIRONMENTAL DATA REVIEW			
Mileage (3 trips, 300 miles per trip)	\$0.45	900	\$400.50
Copies	\$0.10	2000	\$200.00
Telephone/Fax			\$0.00
Postage			\$0.00
CADD	\$15.00	210	\$3,150.00
Miscellaneous			\$0.00
Subtotal			\$3,750.50
D. DRAINAGE EVALUATION			
Subtotal			\$0.00
E. TRAVEL DEMAND MODELING			
Mileage	\$0.45		\$0.00
Plotting (24x36)	\$6.00	45	\$270.00
Copies (B&W)	\$0.10	1800	\$180.00
Copies (color 8.5x11)	\$1.00	500	\$500.00
Copies (color 11x17)	\$2.00	500	\$1,000.00
CADD	\$15.00	425	\$6,375.00
Miscellaneous (travel - see note below)	\$2,570.00	1	\$2,570.00
Subtotal			\$10,895.00
F. FACILITY TYPE DETERMINATION AND ALTERNATE GEOMETRIC STUDIES			
Mileage (2 trips, 300 miles per trip)	\$0.45	600	\$267.00
Plotting (24x36)	\$6.00	60	\$360.00
Copies (B&W)	\$0.10	1000	\$100.00
Copies (color 8.5x11)	\$1.00	200	\$200.00
Postage (package delivery)	\$10.00	4	\$40.00
CADD	\$15.00	200	\$3,000.00
Miscellaneous			\$0.00
Subtotal			\$3,967.00
G. STRUCTURAL STUDIES			
Subtotal			\$0.00
H. CONTEXT SENSITIVE SOLUTIONS/PUBLIC INVOLVEMENT			
Mileage (12 trips, 300 miles per trip)	\$0.45	3600	\$1,602.00
Copies (B&W)	\$0.10	1000	\$100.00
Telephone/Fax			\$0.00
Postage			\$0.00
CADD	\$15.00	40	\$600.00
Miscellaneous			\$0.00
Subtotal			\$2,302.00
I. CORRIDOR REPORT			
Mileage (2 trips, 300 miles per trip)	\$0.45	600	\$267.00
Copies (B&W)	\$0.10	2000	\$200.00
Copies (color 8.5x11)	\$1.00	150	\$150.00
Postage			\$0.00
CADD	\$15.00	40	\$600.00
Miscellaneous			\$0.00
Subtotal			\$1,217.00
J. FINANCIAL INVESTIGATION PLAN			
Mileage	\$0.45		\$0.00
Copies	\$0.10		\$0.00
Telephone/Fax			\$0.00
Postage (package delivery)	\$10.00	5	\$50.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$50.00
K. PROJECT ADMINISTRATION AND COORDINATION (assume 15 months)			
Mileage (6 trips, 300 miles per trip)	\$0.45	1800	\$801.00
Copies (B&W)	\$0.10	750	\$75.00
Telephone/Fax			\$0.00
Postage			\$0.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$876.00
TOTAL			\$23,965.00
Note from Task E above: Travel costs based on the following:			
air fare (4 flights x \$500 each)	\$2,000.00		
rental car (2 days x \$85/day)	\$170.00		
hotel stay (4 nights x \$100/day)	\$400.00		
subtotal	\$2,570.00		



Illinois Department of Transportation

Payroll Escalation Table
Fixed Raises

FIRM NAME
PRIME/SUPPLEMENT

Huff & Huff, Inc.
Clark Dietz

DATE 06/26/06
PTB NO.

CONTRACT TERM
START DATE
RAISE DATE

15 MONTHS
10/01/06
01/01/07

OVERHEAD RATE 133.23%
COMPLEXITY FACTOR 0.07
% OF RAISE 3.00%

ESCALATION PER YEAR

10/01/06 - 01/01/07
3
15

20.00%
1.0240

01/02/07 - 01/01/08
12
15

82.40%

2.40%

= 20.00%
= 1.0240
The total escalation for this project would be:

2.40%



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT Clark Dietz
PTB NO. _____

DATE 06/26/06

ESCALATION FACTOR 2.40%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$56.46	\$57.82
Air Quality Manager	\$36.60	\$37.48
Senior Scientist I	\$23.76	\$24.33
Senior Scientist II	\$32.62	\$33.40
Senior Scientist III	\$35.72	\$36.58
Senior Engineer I	\$28.96	\$29.66
Senior Engineer II	\$33.54	\$34.34
Senior Geologist	\$60.00	\$61.44
Project Engineer I	\$24.72	\$25.31
Project Engineer II	\$30.78	\$31.52
Project Scientist I	\$15.17	\$15.53
Project Scientist II	\$26.31	\$26.94
Senior Technician	\$26.88	\$27.53
Technician	\$20.15	\$20.63
Admin. Manager	\$24.72	\$25.31
Administrative II	\$17.12	\$17.53
Administrative I	\$14.00	\$14.34
Interns	\$12.92	\$13.23
		\$0.00
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		\$0.00
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**Illinois Department
of Transportation**

**Cost Estimate of
Consultant Services
(CPFF)**

Firm Huff & Huff, Inc.
 Route _____
 Section _____
 County McLean
 Job No. _____
 PTB & Item _____

Date 06/26/06
 Overhead Rate 133.29%
 Complexity Factor 0.07

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
1 - Data Collection	88	2,665.88	3,553.35	427.20	1,016.73	0.00	0.00	7,663.16	17.71%
3 - Environ. Data Review	140	4,217.04	5,620.89	74.00	1,521.06	0.00	0.00	11,432.99	26.43%
6 - Geometric Alternatives	48	2,059.80	2,745.50	213.60	768.69	0.00	0.00	5,787.59	13.38%
8 - Corridor Report	56	2,334.56	3,111.73	22.25	839.35	0.00	0.00	6,307.88	14.58%
9 - CSS/PI	40	1,937.08	2,581.93	640.80	786.68	0.00	0.00	5,946.50	13.75%
10 - Administration	52	2,094.20	2,791.36	427.20	811.98	0.00	0.00	6,124.75	14.16%
TOTALS	424	15,308.55	20,404.77	1,805.05	5,744.49	0.00	0.00	43,262.87	100.00%



Average Hourly Project Rates

Route _____
 Section _____
 County McLean
 Job No. _____
 PTBI/Item _____
 Consultant Huff & Huff, Inc.
 Date 06/26/06
 Sheet 1 OF 2

Payroll Classification	Total Project Rates			1 - Data Collection			3 - Environ. Data Review			5 - Geometric Alternatives			8 - Corridor Report			9 - CS/PI		
	Avg Hourly Rates	Hours	% Part.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	57.82	104	24.53%	16	18.18%	10.51	16	11.43%	6.61	16	33.33%	19.27	16	28.57%	16.92	24	60.00%	34.69
Air Quality Manager	37.48	0																
Senior Scientist I	24.33	0																
Senior Scientist II	33.40	0																
Senior Scientist III	36.58	52	12.26%				20	14.29%	5.23	16	33.33%	12.19	16	28.57%	10.45			
Senior Engineer I	29.66	0																
Senior Engineer II	34.34	124	29.25%	16	18.18%	6.24	20	14.29%	4.91	16	33.33%	11.45	24	42.86%	14.72	16	40.00%	13.74
Senior Geologist	61.44	0					40	28.57%	7.23									
Project Engineer I	25.51	40	9.43%															
Project Engineer II	31.52	0																
Project Scientist I	15.53	40	9.43%	20	22.73%	3.53	20	14.29%	2.22									
Project Scientist II	26.94	0																
Senior Technician	27.53	28	6.60%	20	22.73%	6.26	8	5.71%	1.57									
Technician	20.63	32	7.55%	16	18.18%	3.75	16	11.43%	2.36									
Admin. Manager	25.31	0																
Administrative II	17.53	4	0.94%															
Administrative I	14.34	0																
Interns	13.23	0																
TOTALS		424	100%	88	100%	\$30.29	140	100%	\$30.12	48	100%	\$42.91	56	100%	\$41.69	40	100%	\$48.43



Average Hourly Project Rates

Route _____
 Section _____
 County McLean
 Job No. _____
 PTB/Item _____

Consultant Huff & Huff, Inc.
 Date 06/26/06
 Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	10-Administration		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
		Hours	% Part.													
Principal	57.82	16	30.77%													
Air Quality Manager	37.48															
Senior Scientist I	24.33															
Senior Scientist II	33.40															
Senior Scientist III	36.58															
Senior Engineer I	29.66															
Senior Engineer II	34.34	32	61.54%	21.14												
Senior Geologist	61.44															
Project Engineer I	25.31															
Project Engineer II	31.52															
Project Scientist I	15.53															
Project Scientist II	26.94															
Senior Technician	27.53															
Technician	20.63															
Admin. Manager	25.31															
Administrative II	17.53	4	7.69%	1.35												
Administrative I	14.34															
Interns	13.23															
TOTALS		52	100%	\$40.27	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

SUMMARY OF DIRECT COSTS

Project: CDI - McLean County

					<u>DIRECT</u>
Task 01					
Trips	240 miles	x	4 x	\$ 0.445	= \$ 427.20
			0 x	\$ -	= \$ -
<hr/>					Task Total
					\$ 427.20
Task 03					
Reproduction	3 sets	x	100 x	\$ 0.04	= \$ 12.00
Federal Express			4 x	\$ 15.50	= \$ 62.00
			0 x	\$ -	= \$ -
<hr/>					Task Total
					\$ 74.00
Task 06					
Trips	240 miles	x	2 x	\$ 0.445	= \$ 213.60
			0 x	\$ -	= \$ -
<hr/>					Task Total
					\$ 213.60
Task 08					
Trips	25 miles	x	2 x	\$ 0.445	= \$ 22.25
			0 x	\$ -	= \$ -
<hr/>					Task Total
					\$ 22.25
Task 09					
Trips	240 miles	x	6 x	\$ 0.445	= \$ 640.80
			0 x	\$ -	= \$ -
<hr/>					Task Total
					\$ 640.80
Task 10					
Trips	240 miles	x	4 x	\$ 0.445	= \$ 427.20
			0 x	\$ -	= \$ -
<hr/>					Task Total
					\$ 427.20
GRAND TOTAL					\$ 1,805.05

S:\Accounting\Proposals\Proposal-2006\CDI\CDI McLean County Combo DC.xls]Direct Costs



Payroll Escalation Table
Fixed Raises

FIRM NAME
PRIME/SUPPLEMENT

The al Chalabi Group, Ltd.
Sub-contractor

DATE
PTB NO.

06/28/06

CONTRACT TERM
START DATE
RAISE DATE

15 MONTHS
10/1/2006
1/1/2007

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

167.00%
0.07
3.00%

ESCALATION PER YEAR

10/1/2006 - 1/1/2007

3
15

= 20.00%
= 1.0240

1/2/2007 - 1/1/2008

12
15

82.40%

The total escalation for this project would be:

2.40%



Illinois Department of Transportation

Average Hourly Project Rates

Route _____
 Section 05-00183-00-ES
 County McLean
 Job No. P-95-347-05
 PTB/Item _____

Consultant The al Chalabi Group, Ltd.

Date 06/28/06

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Review/Update Socio-economic			Identify Major Employers/Econ			Socio-economic Forecasts			Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg												
Principal	50.50	620	89.60%	45.25	186	80.17%	40.49	114	91.94%	46.43	320	95.24%	48.10												
Staff	15.59	72	10.40%	1.62	46	19.83%	3.09	10	8.06%	1.26	16	4.76%	0.74												
		0																							
		0																							
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TOTALS		692	100%	\$46.87	232	100%	\$43.58	124	100%	\$47.69	336	100%	\$48.84	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	

INTRODUCTION

This document outlines the proposed scope of work to be completed by the Clark Dietz Team (Clark Dietz, HDR, the al Chalabi Group, and Huff & Huff) for the Corridor Report portion of the Phase I Preliminary Engineering Study required for the East Side Highway Corridor Study. The project will involve the study and recommendations for a new highway facility east of Bloomington-Normal between I-74 to the south and I-55 to the north in McLean County, Illinois. The proposed study area is approximately 15 miles in length and three miles in width. The study will investigate potential corridors with a goal of identifying a single preliminary corridor measuring 300 to 500 feet in width. In brief summary, this portion of the Phase I study will conclude with:

- A corridor consensus amongst the steering committee and project area stakeholders
- Accurate costing and benefits analysis
- A compelling argument for funding justification
- A rigorous, defensible project purpose and need statement and logical termini discussion
- A GIS-based environmental database
- An updated Travel Demand Model

The Project Team's work will also involve development of preliminary geometrics for one highway alignment within each alternative corridor for the purposes of quantifying potential impacts as part of a macro-level environmental analysis. Based on the preliminary engineering and environmental studies, a preferred corridor will be recommended for use in further detailed design and environmental studies. The proposed scope of work assumes that the Steering Committee will provide digital contour mapping and ortho-rectified aerial photographs. Topographic surveying tasks are not anticipated. As stated, the Corridor Report prepared for this project will identify a preferred corridor, however, this scope of work does not include development of a Corridor Protection Map.

A summary of the anticipated scope of work for the East Side Highway Corridor Study follows. *This scope of work is the basis for the labor-hour effort and fee estimate submitted with this document.* The work items envisioned are based on a variety of Phase I processing requirements and assumptions identified within this document, including previous study efforts completed by members of the team.

SCOPE OF WORK

This scope of work presents the items that are to be completed in each of the eleven (11) tasks identified. The Clark Dietz team will manage each task and the report progress to the Steering Committee.

Corridor Study Tasks:

- A. Data Collection
- B. Mosaic Development
- C. Environmental Data Review
- D. Drainage Evaluation
- E. Travel Demand Modeling
- F. Facility Type Determination and Alternate Geometric Studies
- G. Structural Studies
- H. Context Sensitive Solutions/Public Involvement
- I. Corridor Report
- J. Financial Investigation Plan
- K. Project Administration and Coordination

The arrangement of the Corridor Study Tasks above parallels the order of presentation within the Estimated Fee Extension and Summary document. Components of the individual tasks are detailed below.

Data Collection

The first component of any Phase I study is the collection of available data to assist in the corridor development process. This project component for the East Side Highway Study is aimed at retrieving all pertinent information pertaining to the existing conditions within the project study area. The gathering of published information will include items such as: as-built plans; utility atlases and information; hydraulic/hydrology data; railroad information; population characteristics; hazardous material reports; land use maps and plans; community characteristics such as schools, fire districts; geology/soil types; County GIS tax maps; and environmental conditions and reports, and previous study material. A portion of the above mentioned environmental items is expected to be included in the documentation from the previous East Side Corridor Feasibility Study completed in July 2002.

The project team wishes to conduct one-on-one interviews with individual steering committee members and major area employers and political officials. This component of the data collection process will provide information on project history, opinions, and desired objectives; information that has not necessarily been identified in any previous documentation.

Field reconnaissance of the project area shall also be completed during this period and we will compile a photolog of the project area.

Mosaic Development

Digital contour mapping and ortho-rectified aerial photography will be provided by McLean County for use in the corridor analysis. We will utilize the County's Geographical Information System (GIS) data for two primary tasks. First, the files will be used to create base sheets for

documenting existing conditions, showing proposed geometrics for alternative corridors, and analyzing potential impacts. Second, the files will be used for creating exhibits for use in the public involvement activities and stakeholder discussions for the Context Sensitive Solutions (CSS) process. The project team will create an overall corridor map covering the project study area on one sheet.

For estimating purposes, the project team will prepare one set of fourteen (14) sheets at a scale of 1"=400' on 22"x34" paper (1"=800' on 11"x17") plus an overall corridor map on one sheet. This task includes formatting and labeling of the base sheets for exhibit and display purposes.

Environmental Data Review

The Clark Dietz team will start this task by reviewing the documentation from the previous East Side Corridor Feasibility Study. Additional information will be reviewed to determine how land use and socio-economic conditions have changed over time. An Environmental Survey Request Form (ESRF) will be submitted to IDOT District 5 to update available information on threatened and endangered species and other biological resources. Two meetings and six field trips are estimated for discussion of environmental issues and review of the project. Resources, including wetlands, parks, Illinois Natural Area Inventory (INAI) sites, and threatened and endangered species (T&E species) will be identified that require avoidance. For resources where impacts occur, a brief analysis will be completed for potential mitigation measures that are available within the alternative corridors. If mitigation measures cannot be avoided for a given alternative, they will not be quantified as part of this study, rather the mitigation will focus on a quantitative discussion. The following is a detailed discussion of the environmental resources to be considered:

- **Socio-economics:** We will review and update socioeconomic trends and review and analyze metro area forecasts, identifying past and recent trends, plotting growth and distribution, and updating trip-to-work forecasts. Major employment and economic centers will be identified. Based upon the County's 2030 Regional Transportation Plan, a baseline forecast will be developed. Performance of each of the alternatives will be based on the impacts between them and the baseline forecast. Measurements for the various alternative corridors will include the following: determination of changes in accessibility, development of socio-economic forecasts, and an identification of transportation management and economic development actions required to maximize benefits and remediate negative impacts.
- **Land Use and Zoning:** The project team will review zoning and land use plans/maps from local agencies and summarize zoning of impacted areas for existing and future conditions. We will identify potential zoning conflicts and positive/negative impacts to land use/development potential from the alternative corridors.
- **Parks and Recreational Lands:** The team will identify parks, trails, bicycle paths (existing and planned) and impacts of alternative corridors. Properties that could be designated 4(f) will be avoided during the alternative development phase.

- **Agricultural Resources:** We will provide background discussion of farming activities, Centennial farms, and soils in McLean County, including an estimate of prime and important farmlands acreage. This information will be used to assess potential impacts for each alternative corridor based on the statewide P & I Farmland mapping. We will list other impacts that will be considered include diagonal farm severances, landlocked parcels, uneconomical remnants, access issues, and farm building displacement.
- **Cultural Resources:** We will show high probability areas, National Historic Register sites, historic districts, and local historic areas on project mapping (including historic cemeteries based on field observations and USGS topographic maps). We will contact local historical societies for information on local historic resources. Photographs of all structures potentially historic based on age would not be done at this stage, rather that level of detailed analysis would be completed during further environmental studies not included in this scope of work. Archaeology information provided by IDOT District 5 will be reviewed and summarized.
- **Cemeteries:** We will obtain locations of registered cemeteries from Comptroller's office and show on project aerial and assess potential impacts of alternative corridors (including access for funerals).
- **Noise:** The project team will identify potentially sensitive receptors based on aerial photographs, land use maps, and field verification. Noise modeling is not included in this scope of work.
- **Air Quality:** We will identify attainment status and summarize recent monitoring data.
- **Wetlands:** The team will overlay NWI wetland areas on project mapping and conduct field review to assess potential for mapped areas to be jurisdictional. The wetlands will be characterized based upon type, function, and habitat value. The alternatives analysis will identify potential impacts to wetlands in terms of acres within the 300 to 500 foot corridor.
- **Water Resources:** We will identify perennial and intermittent streams from USGS topographic maps and the Illinois State Water Survey maps and show on project mapping. Water quality data will be updated to 2006 utilizing the Illinois Environmental Protection Agency's (IEPA's) Annual Water Quality report. IDOT District 5 will review Illinois Department of Natural Resources (IDNR) databases for mussel and fish distribution in affected streams. The team will determine stream morphometry (width, depth, degree of incision, substrate type), riparian vegetation, and adjoining land uses (i.e., grazing) based on field observations. Water Resources also includes groundwater. Groundwater for public and private potable uses will be described using available Illinois

State Geological Survey (ISGS) data bases. Additionally, the potential for shallow aquifer contamination will be described using ISGS publications.

- Floodplains: We will verify limits of FEMA floodzones on project aerial mapping – assessing potential for longitudinal encroachment and avoidance, if possible. If not possible, we will document the adverse impacts associated with their avoidance.
- Natural Resources: We will record general habitat cover types on project aerials using GIS for alternative corridors. IDOT District 5 will task the Illinois Natural History Survey with a field review of alternative corridors to determine whether potential habitat exists for Threatened or Endangered species recorded for McLean County. This scope of work does not include detailed surveys for these species. The analysis will be based on information received from the ESRF.
- Special Wastes: The team will update the IEPA database information (LUSTS, CERCLIS, Landfills) for sites in the vicinity of alternative corridors as identified in the Feasibility Study. Historic USGS topographic maps and aerial photographs will be reviewed as available for potential waste sites. We will identify other potential sources of special waste, such as existing or former service stations, auto repair facilities, bulk fuel facilities, and/or agricultural chemical warehouses and distribution facilities through field review (this does not include site inspections of properties or any intrusive testing).

Drainage Evaluation Analysis

Clark Dietz will review the existing drainage patterns and the impacts the various alternative corridors may have on drainage conditions. Drainage features will be identified through contour mapping and FEMA maps. Hydraulic Reports and Waterway Information Tables are not anticipated for this macro-level analysis.

Watershed delineations will be performed for each corridor. These delineations will identify the type of drainage structure needed for the proposed roadway crossing per each major watershed drainage way. Selection criteria will be developed to guide the selection process for the type of drainage structure. For example, watershed areas exceeding 320 acres will be considered as a major culvert crossing location. Areas exceeding 1,280 acres could be considered as bridge crossings. Drainage areas below 320 acres would then be minor culvert crossings. The amount and type of each structure would then be documented for each corridor. A culvert-crossing table will be prepared to present the accumulated data for each corridor. Unit cost pricing for each general structure type would be developed for use in preparing a construction cost estimate. This task includes limited coordination with FEMA and the Army Corps of Engineers.

Traffic Demand Modeling

The alternative alignments to be investigated within this study will require revisiting the regional TranPlan model developed for the East Side Corridor Feasibility Study. McLean County

Regional Planning Commission (MCRPC) has recently obtained the Cube modeling platform. As a component of this project the Clark Dietz team would assist in updating the regional model and convert from TranPlan to the Cube Voyager platform. This project component also includes coordination and instruction with MCRPC to assist them in utilizing the Cube model. A critical input into this model is the Baseline 2035 no-build socio-economic forecast; the MCRPC will develop the Baseline model with assistance from the Clark Dietz team.

The following tasks and subtasks outline the procedure and methodology that will be used for the model conversion and update:

- *Reviewing and Analyzing the Existing TRANPLAN Model*

The project team will obtain a copy of the existing TRANPLAN model and its documentation from MCRPC to review the current model's operation and file structure. A flow-chart of the model system will be developed to document the inputs and outputs of each module of the model for aid in converting to the CUBE environment. Limitations of the existing model and possible/desired enhancements will also be identified and documented. These can include mode choice using CUBE PT, time of day, destination choice distribution, etc. These enhancements will require amendments to this scope of services. We will coordinate the results of the review with the Steering Committee and will finalize the scope of the project. We will then develop a technical memorandum documenting the model review, possible enhancements, and final scope of the project.

- *Converting the Existing TRANPLAN Model to a Cube Voyager Model*

The project team will develop a model conversion framework and a user interface. A model conversion framework comprised of directory structure, file naming convention including extensions, input-output file formats, GIS data formats, media file formats, etc. will be determined and documented. A user interface will be developed using Cube Base which will consist of an application manager (flow-chart of the model systems), a scenario manager (tool for applying the model to multiple scenarios), and user input keys (place holders for a specific model run).

The team will then convert the TRANPLAN data. All files of the existing TRANPLAN model (zonal data files, network files, scripts, and other files) will be converted to Cube compatible formats. Files associated with each VOYAGER module of the model will be linked to the application manager while developing them.

Following this step, preliminary model calibration can commence. Once the model system has been developed, test runs will be performed and required modifications will be done to ensure proper functioning of the system. The results of the CUBE VOYAGER model will be compared to the results of the TRANPLAN model and will be discussed with the Steering Committee. We will then compose a technical memorandum

documenting the model conversion process along with comparative results of the TRANPLAN and CUBE VOYAGER models.

- *Data Collection*

We will collect data, when and where available, for developing/updating the base year model including 2005 AADT counts (daily, seasonal adjustment factors, and classification counts), traffic analysis zone structure in shapefile format, existing land use/zonal data (dwelling units, employment by sector, school enrollment, auto ownership, household income, etc), CTPP/Census data, highway network information (number of lanes, area type, facility type, speed limit, turn prohibitions, congestion level, etc.), and survey data related to travel behavior/patterns (available vehicle occupancy, internal and external trip patterns, origin destination study, etc.) within the urban area will be obtained from the Steering Committee for developing the base 2005 year model. It is assumed that the latest socioeconomic data and traffic count data are available based on a common base year of 2005.

This collection process will include data for developing/updating the future 2035 year model. Information on future land use/zonal data, highway network, etc. will be obtained from the Steering Committee for the purpose of developing/updating the future year model. The project team will coordinate with the Steering Committee to incorporate the future 2035 year land use and network datasets for the future year 2035 model development. A technical memorandum documenting the 2005 base year and the future 2035 year data conversion to a usable format will be developed.

- *Calibrating and Validating the 2035 Base Year Cube Voyager Model*

The 2035 base year model will be calibrated and validated through the following subtasks:

- Updating the highway network to reflect the existing conditions
- Refining the traffic analysis zone structure and updating the zonal data
- Updating the external stations and special generators
- Updating other model input data related to travel demand, supply, cost and time
- Base year model calibration and validation (trip generation, trip distribution, skims and path building, and trip assignment).
- Outputs from each step of the model will be critically reviewed and documented.

The outputs will be compared to the TRANPLAN model outputs for consistency purposes. Also, model reasonableness check (using select link analysis, select zone analysis, travel time analysis, free flow and congested speed analysis, etc.) will be performed and the validation statistics (VMT, VHT, V/C, screenlines, RMSE, etc.) for each module will be documented. The model will be calibrated and validated to FHWA

standards. A technical memorandum documenting the calibration and validation of the base year model and model plots showing the results will be developed.

- *Developing/Updating the Future Year Model*

Both the existing future year TRANPLAN model and the validated base year Cube Voyager model will be used for developing the future year Cube Voyager Model. This task will involve the following subtasks:

- Reviewing the future year TRANPLAN model
- Developing/Updating future year networks
- Developing/Updating the future year zonal data files
- Converting the relevant future year TRANPLAN files to CUBE VOYAGER – Certain model files of the existing future year TRANPLAN model will be converted to CUBE VOYAGER format.
- Updating other model files - Certain model files will be carried over to the future year from the base year CUBE VOYAGER model with required modifications.
- Checking reasonableness of the forecasts and making adjustments
- Documenting the process and the results

A technical memorandum documenting the development of the future year model and model plots showing the results will be developed.

- *Future Alternatives Testing*

Future year land use and network alternatives will be tested using the future year model and model plots and reports will be provided to the Steering Committee.

- *Documentation*

The Clark Dietz team will document the development and results of the base year and the future year models in the form of technical memoranda. A draft report will be provided to the Steering Committee for review. Once the review comments are finalized, the final documentation will be submitted to the Steering Committee along with the model files.

Facility Type Determination and Alternate Geometric Studies

Following data collection and evaluation, and through coordination with the steering committee and project stakeholders, the purpose and need statement will be developed in conjunction with the CSS understanding of project purpose.

The Clark Dietz team will research and develop a purpose and need statement that will also be applicable for use in the follow up environmental impact assessment phase. The purpose and need will address the following issues:

- Existing and proposed traffic volumes, patterns, and congestion levels.
- Safety considerations.
- Relationship to locally adopted plans, i.e., transportation, land use, and comprehensive development.
- Other transportation projects in the vicinity of the proposed East Side Highway project.
- Social and economic development in the area.
- Justification of the project's logical termini and independent utility.

From this point, the project team will develop and analyze alternative corridors that could provide a new facility between I-55 to the north and I-74 to the south and how best those alternatives satisfy the project's stated purpose and need. Of note, the May 2003 Proposed Corridor Alignment map identifies a possible south corridor study addition, carrying the study area south of I-74 to Illinois Route 51. This issue of corridor extension will be investigated as logical termini for the facility are determined.

The team will conduct screening stages of alternatives analysis identifying all feasible modes, configurations and alignments. In order to evaluate the alternative corridors equally, each corridor established will be 500 feet wide with horizontal geometrics based on a centerline. Clark Dietz will use IDOT criteria for design of the most feasible facility type. Horizontal alignments will be shown on exhibits with an aerial photo background. Vertical geometry will be limited to profile approximations for fatal flaw analysis and cost estimating purposes. Typical sections will be developed for the proposed facility. Individual cross sections will not be created since detailed right-of-way will not be necessary.

Three railroads cross the project study area. For budgeting purposes, it is anticipated that three railroad grade separation crossings will have to be developed and the same configurations will be utilized for each alternative corridor. Clark Dietz will develop three interchange concepts to be utilized for each alternative corridor: a cloverleaf, a trumpet and a diamond. The same concepts will be applicable for each alternative corridor. For budgeting purposes, we are assuming a full access controlled facility. A lesser design will still require interchanges at the interstate connections, however, interior nodes could likely be signalized intersections. Detailed Interchange Design Studies or Intersection Design Studies are not budgeted as part of this study.

The Clark Dietz team will prepare cost estimates for each alternative corridor for a comparative analysis. The cost estimates will cover major items plus a contingency factor. The format will follow the IDOT BDE Manual Figure 12-4A (Cost Estimate Format – Complex Projects). The Clark Dietz team will also develop an economic model that will quantify the benefits to various governmental entities in the study area. The economical model will quantify taxes, jobs, residences, and businesses based on connectivity to infrastructure, land use, and major economic drivers. This dollar amount will be used to determine the feasibility of the project.

Structural Studies

The structural work for the project will focus on proposed grade separations and waterway structures.

For each of the anticipated facility alignments that will be developed as the corridor studies progress, a select but presently unknown number of bridges will be required. Our scope of preliminary engineering services has assumed that a total of twelve significant structures will need to be evaluated. The Clark Dietz team will utilize structural information from the July 2002 East Side Corridor Feasibility Study that was completed to the maximum extent possible.

Structural studies will include preliminary analysis to determine the type and appropriate configuration for the bridges that have been anticipated. It has been assumed that an interchange will be needed at I-74 and I-55. Should the facility be an expressway, interchanges will be assumed at U.S. Route 150, Towanda-Barnes Road, Ireland Grove Road, Illinois Route 9, and Fort Jesse Road. Three railroad grade separations and two major waterway crossings are also assumed. Work associated with retaining walls will focus on identifying locations, types, and costs. A detailed structural alternatives analysis and drawings are not expected to be necessary.

Structural studies will require field work to assess existing conditions, and will be based on mapping and existing plans and survey data that will be supplied by McLean County. These studies will conclude with the development of general bridge type sketches and conceptual cost estimates. No geotechnical field work for the structures will be undertaken at this phase of the project, so assumptions will be made in regard to the type, viability of, and cost for foundations. The evaluation of potential existing abandon mines is excluded. A Corridor Geotechnical Report will be prepared per BDE Manual Section 11-4.02 (e).

Context Sensitive Solutions/Public Involvement

In addition to the purpose and need statement, the Corridor Report will highlight the alternatives analysis that is conducted as described in earlier tasks. The benefits and costs of the various alternatives considered will be highlighted to support the alternatives analysis. The CSS approach for this project study will be documented in the Corridor Report along with the results from the public involvement activities.

The Clark Dietz team will employ the process of IDOT's Context Sensitive Solutions (CSS) for the East Side Highway Phase I Study in accordance with IDOT BDE Procedure Memorandum 48-06. The CSS process is broken down in to four primary steps for the Corridor Study.

- Identify Stakeholders: The project team will assist in forming the project study group (PSG), identifying stakeholders, and refining the stakeholder involvement plan. We would anticipate two meetings for this project component.

- Develop Project Purpose: We will prepare and conduct project informational meetings with various groups throughout the community (6 meetings assumed), hold project purpose meetings and conduct the context audits with the stakeholders (3 meetings assumed), and facilitate meetings to develop a project purpose (2 meetings assumed).
- Analyze Alternatives and Choose Preferred Alternative: we will work towards creating the Technical Advisory Groups (TAGs) from the stakeholders. The TAGs will meet with the PSG to work towards developing and analyzing alternatives supported by the previously defined project purpose (assume 5 alternatives meetings). Alternatives developed will then be presented to the stakeholders for comment (assume 3 meetings). If no major deviations are identified the PSG and TAGs can hold the alternatives elimination meeting(s) (assume 2 meetings) with the goal of a single corridor alignment being identified.
- Approval of Final Alternative: At a full stakeholder meeting, the final alternative is presented for approval (1 meeting assumed)

Corridor Report

The Clark Dietz team will prepare a preliminary Draft Corridor Report. The report format will follow guidance provided in the IDOT BDE Manual Section 12-2 (Report Format for Major Studies) and Section 12-3.01 (Corridor Reports). We will submit nine (9) copies of the preliminary Draft Corridor Report; seven (7) copies for the Steering Committee and two for IDOT District 5 review. Upon receiving comments, Clark Dietz will revise the report and provide thirteen (12) copies of the Draft Corridor Report; seven (7) copies for the Steering Committee and six (6) for IDOT District 5 review. The draft report will provide a recommendation regarding alternative implementation and will include a summary of all work performed, including baseline environmental and socio-economic features and potential benefits for each alternative, and the environmental impacts and costs of each alternative.

Correspondence and a summary of public comments will be analyzed. A summary will be provided of the reviews received as a result of the public involvement activities. Identified commitments will be included in the Final Corridor Report.

The preferred design alternative will be included, as well as, supporting reasons for the alignment recommendation and design features. The criteria for implementation of the next phase of the study will be identified. Construction staging is not included in the scope.

All Exhibits submitted with the Corridor Report will be on 8 ½" x 11" or 11" x 17" sheets. The Final Corridor Exhibits are assumed to comply with BDE Section 11-4.03 and will be located at the end of the report. Clark Dietz is assuming alternative corridors to be shown on one set of eight-11" x 17" sheets at a scale of 1" = 800'. Environmental resource mapping will be accomplished in a format and scale suitable for the use of overlay analysis and integration with transportation system and engineering data.

The Clark Dietz team will compile and analyze comments from the Public Informational Meeting and work with IDOT to revise the Draft Corridor Report. Six (6) copies of the Pre-Final Corridor Report will be submitted to IDOT District 5, and seven (7) will be provided to the Steering Committee. Clark Dietz will compile and analyze comments from the Public Hearing and revise the Pre-Final Report under the direction of IDOT District 5. After all comments are addressed, Clark Dietz will submit six (6) copies of the Final Corridor Report to IDOT District 5. An executive summary will be included with the Final Corridor Report. The report will be converted to PDF format for electronic distribution.

Project Administration and Coordination

This task pertains to the general management, coordination, and administrative items for this project. Along with the daily project management tasks that will be completed, this task also includes the development of monthly progress reports, invoices, and schedule updates. Clark Dietz will also keep a record of letters, emails, and telephone records relative to key coordination issues which will be coordinated with the Steering Committee and IDOT District 5 on a monthly basis. A project work plan will be prepared to identify project organization, responsibilities, coordination procedures, meetings, document formats, and standards for study activities.

This task will include a quality control/quality assurance process identified through a QA/QC plan document. This document will address all work to be performed by the various team members.

A web page will be set up to inform the public of the project status, and an ftp site will be established to pass information between the project team, the Steering Committee, and any other involved parties. The project team will publish a newsletter for distribution to the public.

Clark Dietz's project manager will direct the efforts of the Project Team and will facilitate coordination and communication with the Steering Committee and IDOT District 5. Fifteen (15) monthly project coordination meetings are anticipated with the Steering Committee. Clark Dietz will prepare minutes for all coordination meetings. The estimate for this task is based on an anticipated schedule of 15 months to complete the Corridor Study.

Financial Investigation Plan

The Clark Dietz will develop a funding source matrix to identify all potential funding opportunities and summarize them in matrix format. As soon as feasible, the project team will develop a preliminary estimate of cost to complete all Phase I services. We will conduct a strategic funding analysis that will consist of an update of recent inventories of available Federal and State funding programs. The inventory will be documented with commentary describing potential opportunities, along with matching requirements, applicability, timing, application requirements, and other responsibilities of the project sponsors.

In addition, the HDR's National Director of Federal Government Relations, Larry Bory located in Washington D.C., will be utilized to work on behalf of McLean County and locally elected officials to investigate additional funding for future phases of the East Side Highway Project.

RESOLUTION OF THE McLEAN COUNTY BOARD
SETTING THE SALARY OF THE PUBLIC DEFENDER
AT 90% OF THE STATE'S ATTORNEY'S SALARY
TO QUALIFY FOR 66 2/3% REIMBURSEMENT
UNDER 55 ILCS 5/3-4007

WHEREAS, 55 ILCS 5/3-4007(b) provides that the State treasury must pay 66 2/3% of the Public Defender's annual salary if the Public Defender is employed full-time in that capacity, and his or her salary is at least 90% of the County's State's Attorney's annual compensation; and,

WHEREAS, the State of Illinois budget for the fiscal year beginning July 1, 2006 includes an appropriation for the aforesaid purpose; and,

WHEREAS, the costs paid by the County budget for Public Defender salary payments will be reduced by implementation of the provisions of 55 ILCS 5/3-4007(b) ; and,

WHEREAS, the Finance Committee, at its regular meeting on Wednesday, July 5, 2006, voted to comply with the provisions of ILCS 55 5/3-4007(b) to adjust the Public Defender's salary to be equal to 90% of the State's Attorney's salary; now, therefore,

BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

- (1) That, effective July 1, 2006, the Public Defender's salary is hereby set at 90% of the State's Attorney's salary.
- (2) That the County Treasurer is hereby directed to apply for reimbursement for 66 2/3% of the Public Defender's salary under the provisions of 55 ILCS 5/3-4007(b).
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Public Defender, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 18th day of July, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

e:john/cobd/pubdef_salary90%.july07

(55 ILCS 5/3-4007) (from Ch. 34, par. 3-4007)
Sec. 3-4007. Compensation.

(a) The public defender shall be paid out of the county treasury, and the State treasury as provided in subsection (b), as the sole compensation for his or her services a salary in an amount fixed by the County Board. When a Public Defender in a county of 30,000 or more population is receiving not less than 90% of the compensation of the State's Attorney of such county, that Public Defender shall not engage in the private practice of law.

(b) The State treasury must pay 66 2/3% of the public defender's annual salary. If the public defender is employed full-time in that capacity, his or her salary must be at least 90% of that county's State's attorney's annual compensation. These amounts furnished by the State shall be payable monthly from the State treasury to the county in which each Public Defender is employed.

(c) In cases where 2 or more adjoining counties have joined to form a common office of Public Defender, the salary of the Public Defender shall be set and paid as provided by a joint resolution of the various county boards involved.

(Source: P.A. 92-508, eff. 7-1-02.)

PUBLIC DEFENDER SALARY REIMBURSEMENT

	Total	State Share	Local Share
<u>State's Attorney</u>			
Salary as of July 1, 2007	\$154,987	\$154,987	\$0
<u>Public Defender</u>			
Current Salary	\$94,643	\$0	\$94,643
Proposed Salary	\$139,489	\$93,039	\$46,450
Savings to County			\$48,193

**AN ORDINANCE REGULATING SMOKING IN PUBLIC PLACES
AND PLACES OF EMPLOYMENT IN THE
UNINCORPORATED AREAS OF McLEAN COUNTY**

DRAFT

WHEREAS, the City of Bloomington and Town of Normal have adopted strict no smoking ordinances to protect the health of their citizens; and

WHEREAS, secondhand smoke, which contains 4,000 chemicals, 63 of which cause cancer, is the third leading cause of preventable death in the United States, and the National Cancer Institute determined in 2000 (Monograph #10) that secondhand smoke is responsible for the early deaths of as many as 65,000 Americans annually; and

WHEREAS, numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke (also known as environmental tobacco smoke) is a cause of disease in healthy nonsmokers, including heart, stroke, respiratory disease, and lung cancer; and

WHEREAS, the Public Health Service's National Toxicology Program has listed secondhand smoke as a known carcinogen (U. S. DHHS, 2000, citing Cal. EPA, 1997); and

WHEREAS, the ills of smoking and secondhand smoke are well documented in all of the independent medical studies and secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease; and

WHEREAS, children exposed to secondhand smoke have an increased risk of asthma, respiratory infections, sudden death syndrome, developmental abnormalities, and cancer; and

WHEREAS, the Americans with Disabilities Act, which requires that disabled persons have access to public places and workplaces, deems impaired respiratory function to be a disability; and

WHEREAS, (1) the U. S. Surgeon General has determined that the simple separation of smokers and nonsmokers within the same air space may reduce, but does not eliminate, the exposure of nonsmokers to secondhand smoke, (2) the Environmental Protection Agency has determined that secondhand smoke cannot be reduced to safe levels in businesses by high rates of ventilation, (3) air cleaners, which are only capable of filtering the particulate matter and odors in smoke, do not eliminate the known toxins in secondhand smoke, (4) American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) bases its ventilation standards on totally smoke-free environments because it cannot determine a safe level of exposure to secondhand smoke, which contains cancer-causing chemicals, and ASHRAE acknowledges that the technology does not exist that can remove chemicals from the air that cause cancer; and

WHEREAS, a recently promulgated ASHRAE Position Document on Environmental Tobacco Smoke concludes that at present, the only means of eliminating health risks associated with indoor exposure is to ban all smoking activity; and

WHEREAS, the ASHRAE Position Document further concludes that no current ventilation, air cleaning or other technologies have been demonstrated to control health risks from environmental tobacco smoke exposure in spaces where smoking occurs; and

WHEREAS, a significant amount of secondhand smoke exposure occurs in the workplace, and employees who work in smoke-filled businesses suffer a 25-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and a measurable decrease in lung function; and

WHEREAS, smoke-filled workplaces result in higher worker absenteeism due to respiratory disease, lower productivity, higher cleaning and maintenance costs, increased health insurance rates and increased liability claims for diseases related to exposure to secondhand smoke; and

WHEREAS, numerous economic analyses examining restaurant and hotel receipts and controlling for economic variables have shown either no difference or a positive economic impact after enactment of laws requiring workplaces to be smoke-free; and

WHEREAS, creation of smoke-free workplaces is sound economic policy and provides the maximum level of employee health and safety; and

WHEREAS, smoking is a potential cause of fires, cigarette and cigar burns and ash stains on merchandise and fixtures and contributes to the economic damage of businesses; and

WHEREAS, on June 25, 2006, the Illinois Governor signed into law Senate Bill 2400 which gives non-home rule counties the ability to regulate smoking in public places and places of employment; and

WHEREAS, enacting an Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County will eliminate secondhand smoke exposure in all workplaces and public places including without limitation restaurants and bars; and

WHEREAS, the County Board of McLean County, Illinois finds and declares that the purposes of this Ordinance are (1) to protect the public health and welfare by prohibiting smoking in all public places and places of employment, and (2) to guarantee the right of nonsmokers to breathe smoke-free air which shall have priority over the desire to smoke; now, therefore,

BE IT ORDAINED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS
as follows:

The McLean County Code is hereby amended by adding a new Chapter 39 to read as follows:

Section 39 - 1 Title.

This Chapter shall be known as the Regulation of Smoking in Public Places and Places of Employment.

Section 39 - 2 Definitions.

The following words and phrases whenever used in Chapter shall have the following meanings:

“Adult Day Care Home” means a private residence which receives for care one or more aging or disabled adults, not related to the family.

“Business” means any sole proprietorship, partnership, joint venture, corporation, limited liability company or other business entity formed for profit-making purposes, including without limitation retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

“Child Day Care Home” means a private residence which receives for care one or more children under the age of 12, not related to the family.

“Church” means a facility primarily and regularly used for religious worship or religious instruction.

“Employee” means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.

“Employer” means any person, business, partnership, association, corporation, including without limitation a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.

“Enclosed Area” means all space in any structure or building that is enclosed on all sides by any combination of walls, half walls, windows, or doorways extending from floor to the ceiling, regardless of whether they are open or closed.

“Facility” means any enclosed structure or building intended for human occupancy.

“Health care facility” means any office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including without limitation hospitals, rehabilitation hospitals, clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and other specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semi-private rooms and wards within health care facilities.

“Place of employment” means any enclosed area under the control of a public or private employer that employees frequent during the course of employment, including without limitation work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, and hallways. A private residence is not a “place of employment” unless it is used as a child day care home, adult day care home, health care facility or home-based business of any kind open to the public.

“Private Club or Lodge” means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and if alcoholic beverages are sold such sale is incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.

“Public place” means any enclosed area to which the public is invited or in which the public is permitted, including without limitation banks, any business, educational facilities, government buildings, health care facilities, laundromats, museums, public transportation facilities, reception areas, restaurants, bars/taverns, retail food production and marketing establishments, retail service establishments, retail stores, service line, shopping malls, sports arenas, theaters, waiting rooms and common areas in multiple family residences. A private residence is not a “public place” unless it is used as a child day care home, adult day care home, health care facility or home-based business of any kind open to the public.

“Retail tobacco store” means any retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental and where no one under 18 is permitted.

“Service line” means any indoor line at which one (1) or more persons are waiting for or receiving services of any kind, whether or not the service involves the exchange of money.

“Shopping mall” means any enclosed walkway or hall area that serves to connect retail or professional establishments.

“Smoking” means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, hookah or other lighted tobacco product in any manner or in any form.

“Sports Arena” means any enclosed sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller and ice rink, bowling alley and other similar places where members of the general public assemble to participate in or witness sports, cultural, recreational or other events.

Section 39 - 3 McLean County Owned Facilities.

Smoking shall be prohibited in any McLean County government facility and any McLean County government vehicle, including without limitation facilities and vehicles owned, leased, or operated by McLean County government.

Section 39 - 4 Prohibition of Smoking in Public Places and Places of Employment.

Smoking shall be prohibited in all enclosed public places and places of employment within the unincorporated areas of McLean County, except as provided in Section 39 - 5.

Section 39 - 5 Where Smoking is not Regulated.

Notwithstanding any other provision of this Chapter to the contrary, the following enclosed indoor areas shall be exempt from the provisions of Section 39 - 4.

1. Private residences, except when used as a licensed child day care home, adult care home, health care facility, or a home-based business of any kind open to the public, provided, however, private sleeping rooms in nursing homes and assisted living centers are not subject to Section 39 - 4, unless a roommate objects to smoking in the room.
2. Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms provided, however, that not more than twenty-five per cent (25%) of the rooms rented to guests in a hotel or motel may be so designated.
3. Retail tobacco stores, provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of any section of this Chapter.
4. Private clubs or lodges.
5. Churches.

Section 39 – 6 Declaration of Establishment as Non-Smoking.

Notwithstanding any other provisions of this Chapter, an owner, operator, manager, or other person in control of any enclosed indoor area described in Section 39 – 5 may declare that entire indoor area as a non-smoking place.

Section 39 - 7 Non-Retaliation.

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Chapter or reports or attempts to prosecute a violation of this Chapter.

Section 39 - 8 Enforcement.

A. Notice of the provisions of this Chapter shall be given to all applicants for a liquor license in McLean County.

B. Any citizen who desires to register a complaint under this Chapter may file a police report with the McLean County Sheriff.

C. McLean County shall have the authority, while a public place or place of employment is undergoing an otherwise mandated inspection, to inspect for compliance with this Chapter.

D. An owner, manager, operator or employee of a public place or place of employment regulated by this Chapter shall inform persons violating this Chapter of the appropriate provisions thereof. The posting of a no smoking sign that conforms with this Chapter shall be considered adequate notice.

E. In addition to the remedies provided by this Chapter, the McLean County Board Chairman or any person aggrieved by the failure of the owner, operator, manager or other person in control of a public place or a place of employment to comply with the provisions of this Section may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

Section 39 - 9 Posting of Signs.

Every public place and place of employment where smoking is prohibited by this Chapter, shall have posted at every public entrance a conspicuous sign clearly stating that smoking is prohibited. The international “no smoking” symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar diagonally across it shall be considered acceptable under this Section.

Section 39 - 10 Violations and Penalties.

A. A person who smokes in an area where smoking is prohibited by this Chapter shall be guilty of an infraction, punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).

B. A person who owns, manages, operates or otherwise controls a place subject to this Chapter and who fails to prohibit smoking shall be guilty of an infraction, punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).

An owner, manager, operator or person in control of a place subject to this Chapter shall be deemed to have permitted a violation of the Chapter if a violation has occurred while the owner, manager, operator or person in control is physically present at the location at the time of the violation. It shall be a defense to this charge that the owner, manager, operator or person in control of the premises has told the smoking offender that smoking is prohibited, and if the smoker does not stop smoking, the owner, manager, operator or person in control has called the McLean County Sheriff's Department at the time of the violation and reported the refusal to comply with the Ordinance.

C. A person who owns, manages, operates or otherwise controls a place subject to this Chapter and who fails to post a sign in conformance with the provisions of this Division shall be guilty of an infraction punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).

D. Each day on which a violation of this Chapter occurs shall be considered a separate and distinct violation.

Section 39 - 11 Public Education.

McLean County, through the McLean County Health Department, shall engage in a continuing program to explain and clarify the purposes and requirements of this Chapter to citizens affected by it, and to guide owners, operators, and managers in their compliance with it.

Section 39 - 12 Other Applicable Laws.

This Chapter shall not be interpreted or be construed to permit smoking where it is otherwise restricted by other applicable laws.

Section 39 - 13 Severability.

If any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid by a court of competent

jurisdiction, such invalidity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable.

Section 39 - 14 Effective Date.

That this Ordinance shall take effect January 1, 2007.

Section 39 - 15 Date of Adoption.

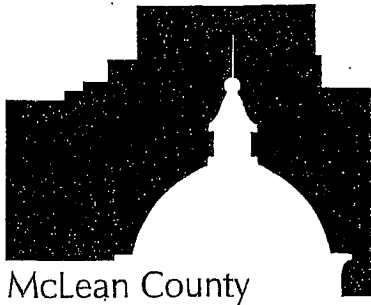
That this Ordinance is adopted this ____ day of _____, 2006.

APPROVED:

Chairman, McLean County Board

ATTEST:

Clerk of the McLean County Board



COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

cc: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: June 23, 2006

Re: Performance Based Standards Grant Application

On May 16, 2006, the McLean County Board approved application for a \$5,000 grant to sustain the Performance Based Standards project at the McLean County Juvenile Detention Center. Application was made to the Illinois Criminal Justice Information Authority and our request was determined not eligible pursuant to their guidelines. We were encouraged to submit an application to the Illinois Department of Human Services/Illinois Juvenile Justice Commission. Our request meets their guidelines and the Illinois Department of Human Services/Illinois Juvenile Justice Commission is supportive of this project.

Therefore, please consider this a request for permission to apply for a \$5,000 grant through the Illinois Department of Human Services. There is no match requirement for the County.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: McLean County Court Services		This request is for: <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Department of Human Services/Illinois Juvenile Justice Commission		Grant Type: <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: Sept. 2006 End: Sept. 2006
Grant Title: Performance Based Standards Project			
Grant Amount: \$5,000		Grant Funding Method: <input type="checkbox"/> Reimbursement, Receiving Cash Advance X <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: September 2006	
Match Amount (if applicable): Required Match :\$ 0 Overmatch: \$ 0			
Grant Total Amount: \$ 5,000		Source of Matching Funds (if applicable): n/a	
Will it be likely to obtain this grant again next FY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$ 0</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$ 0</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$ 0</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$ 0</td> </tr> <tr> <td>Equipment</td> <td align="right">\$ 0</td> </tr> <tr> <td>Other</td> <td align="right">\$ 5,000</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$5,000</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$ 5,000</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$ 0	Fringe Benefit Cost	\$ 0	Total Personnel Cost	\$ 0	Additional Expenses		Subcontractors	\$ 0	Equipment	\$ 0	Other	\$ 5,000	Total Additional Expenses	\$5,000	GRANT TOTAL	\$ 5,000	Description of equipment to be purchased: n/a Description of subcontracting costs: n/a Other requirements or obligations: Continuation of the Performance Based Standards Project	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
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Other	\$ 5,000																										
Total Additional Expenses	\$5,000																										
GRANT TOTAL	\$ 5,000																										

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:


Department Head Signature

6-26-06
Date

Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date



COURT SERVICES


Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

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Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: June 15, 2006

RE: Juvenile Detention Bed Space Contract with Livingston County

Commencing January 1, 2006, Livingston County entered into a contract for lease of space in the McLean County Detention Center which guaranteed Livingston County 400 juvenile detention days at the rate of \$80.00 per day. Livingston County has used all 400 detention days and desires to enter into an additional 200 detention day contract. As with the previous contract the rate is \$80 and any unused detention days will be allowed to be carried over to a 2007 contract.

This contract has been reviewed and approved by the McLean County States Attorney's office.

Mr. Goldberg and I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

**CONTRACT FOR LEASE OF SPACE IN THE
McLEAN COUNTY JUVENILE DETENTION CENTER
Contract II - 2006**

I. PURPOSE

WHEREAS, under Article VII, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

WHEREAS, the County of Livingston is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et.seq.); and

WHEREAS, the McLean County Board and the Livingston County Board have by appropriate action, authorized this Agreement;

WHEREAS, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Livingston County.

WHEREAS, The County of Livingston has used all of the detention days provided for in the first contract for the year 2006; and

WHEREAS, The County of Livingston is in need of additional detention days; and

II. PARTIES

McLean is the receiving County. Livingston is the transmitting County.

III. TERMS

Two hundred (200) detention days* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$ 16,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4th quarter billing (December 31, 2006).

* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

VI. NOTIFICATION

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

VII. TRANSPORTATION

The transmitting County is responsible for all transportation of the detainee to and from the Center.

VIII. MEDICAL AND MENTAL HEALTH CARE

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

IX. LIABILITY

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

X. SEVERABILITY

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

XI. SUPERSEDES OTHER AGREEMENTS

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

XII. ABIDE BY LAWS

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

XIII. AMENDMENT OF AGREEMENT

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

XIV. NOTICES

In the event that written notice must be sent pursuant to the provisions of this contract, such written notice shall be sent to:

Roxanne Castleman
Director of Court Services
104 West Front Street, Box 2400
Bloomington, Illinois 61704-2400

Michael Shaughnessy
Director/Chief Probation Officer
119 ½ North Mill Street
P.O. Box 405
Pontiac, Illinois 61764-0405

XV. TERMINATION OF AGREEMENT

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

XVI. INTERPRETATION OF THIS AGREEMENT

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected and set forth herein are incorporated herein by reference.

XVII. CONTRACT PERIOD AND RENEWAL

This Agreement shall be in effect on July 18, 2006 and shall be terminated on December 31, 2006. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

APPROVED:

APPROVED:

Livingston County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

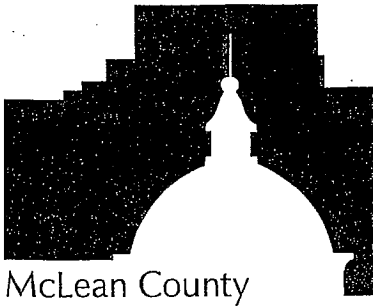
ATTEST:

Livingston County Clerk

McLean County Clerk

Date

Date



COURT SERVICES


Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: June 15, 2006

RE: Juvenile Detention Bed Space Contract with Logan County

Commencing January 1, 2006, Logan County entered into a contract for lease of space in the McLean County Detention Center which guaranteed Logan County 300 juvenile detention days at the rate of \$80.00 per day. In May of 2006 Logan County used all 300 beds and entered into a contract for lease for an additional 300 detention days. They have once again used all of their detention days and desire to enter into an additional 300 detention day contract. As with the previous contract the rate is \$80 and any unused detention days will be allowed to be carried over to a 2007 contract.

This contract has been reviewed and approved by the McLean County States Attorney's office.

Mr. Goldberg and I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

**CONTRACT FOR LEASE OF SPACE IN THE
McLEAN COUNTY JUVENILE DETENTION CENTER
Contract III - 2006**

I. PURPOSE

WHEREAS, under Article VII, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

WHEREAS, the County of Logan is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et.seq.); and

WHEREAS, the McLean County Board and the Logan County Board have by appropriate action, authorized this Agreement;

WHEREAS, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Logan County.

WHEREAS, The County of Logan has used all of the detention days provided for in the first and second contracts for the year 2006; and

WHEREAS, The County of Logan is in need of additional detention days; and

II. PARTIES

McLean is the receiving County. Logan is the transmitting County.

III. TERMS

Three hundred (300) detention days* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$ 24,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4th quarter billing (December 31, 2006).

* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

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Roxanne Castleman
Director of Court Services
104 West Front Street, Box 2400
Bloomington, Illinois 61704-2400

Dean Aeilts
Director of Court Services
Logan County Court House
Lincoln, Illinois 62656

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APPROVED:

APPROVED:

Logan County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

ATTEST:

Logan County Clerk

McLean County Clerk

Date

Date