

**TRANSPORTATION COMMITTEE AGENDA**  
**Room 404, Government Center**  
**115 E. Washington Street, Bloomington, IL**  
**Tuesday, August 2, 2005**  
**8:00 a.m.**

Roll Call

Approval of Minutes from July 12, 2005 Meeting

Recommend Payment of Bills to County Board

Appearance by Members of the Public and County Employees

**Items to be Presented for Action**

- |    |   |         |
|----|---|---------|
| A. | Letting Results from July 27, 2005 County Project                     | 1       |
| B. | Jurisdictional Transfer – Pipeline Rd (CH 31)                         | 2 – 6   |
| C. | Local Agency Agreement – White Oak Road (CH 70)<br>Sec 00-00182-01-BR | 7 – 10  |
| D. | Windfarm Agreement & Exhibits   | 11 – 36 |

**Items to be Presented for Information**

- |    |   |    |
|----|---|----|
| A. | Project Summary   |    |
|    | 1. Stringtown Road – (West) – Sec 99-00057-08-WR            | 37 |
|    | 2. Heller Bridge – Sec 04-00027-04-BR                       | 38 |
|    | 3. Stanford Road – Sec 04-00122-03-RS                       | 39 |
|    | 4. LeRoy / Lexington<br>Sec 2005 Non-MFT Culvert Extensions | 40 |
| B. | Explanation of Bills  | 41 |
| C. | Route 66 Bike Path Enhancement Grant Application Submitted  |    |
| D. | Other   |    |

**Adjournment**

**MCLEAN COUNTY HIGHWAY DEPARTMENT**  
**JULY 27, 2005**

**MCLEAN COUNTY**  
**SEC. 99-00057-09-DR (INCIDENTAL)**

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE		ROWE BID BOND		MCLEAN CO ASPHALT BID BOND	
				TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE
Incidental Bit Surf	650	Ton	\$115.00	\$74,750.00	\$115.00	\$74,750.00	\$175.00	\$113,750.00	
Bit Mat's Pr Ct (MC-30)	1,200	Gal	\$5.00	\$6,000.00	\$5.00	\$6,000.00	\$4.50	\$5,400.00	
Bit Mat's Pr Ct (RC-70)	50	Gal	\$5.00	\$250.00	\$25.00	\$1,250.00	\$3.50	\$175.00	
Bit Surf Removal 1 1/2"	490	Sq Yd	\$25.00	\$12,250.00	\$35.00	\$17,150.00	\$20.00	\$9,800.00	
Pavement Removal (Special)	3,700	Sq Yd	\$5.00	\$18,500.00	\$10.00	\$37,000.00	\$10.00	\$37,000.00	
Temporary Ramps	49	Sq Yd	\$35.00	\$1,715.00	\$30.00	\$1,470.00	\$5.00	\$245.00	
BC SC Super "C" N50	50	Ton	\$115.00	\$5,750.00	\$125.00	\$6,250.00	\$175.00	\$8,750.00	
				<u>\$119,215.00</u>		<u>\$143,870.00</u>		<u>\$175,120.00</u>	
					20.68%			46.89%	



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

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 Pipeline Road Route FAU 16377(CH31) Length 6.105 Feet 1.156 miles) Termini 740 feet South of the Centerline of Northtown Road to the North Right of Way line of Ziebarth Road

This transfer [ ] does [X] 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 – and completion of construction

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement. Supplement Addendum No. 1, Addendum No. 2, Addendum No. 3, and Addendum No. 4 (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 Christopher Koos

Title Chairman, McLean County Board Chairman County Board

Title Mayor, Town of Normal /Mayor, City of Bloomington

Signature

Signature

APPROVED

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION By:

Director of Highways

Date

McLEAN COUNTY BOARD RESOLUTION  
County Highway 31 (CH 31)

Providing for the deletion of part of Pipeline Road, County Highway 31 (CH 31) from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road from the County Highway System in McLean County, Illinois.

Whereas the County Board of McLean County, and Town of Normal entered into an agreement for transfer of the jurisdiction of the above location, to the Municipal Street System.

NOW THEREFORE, BE IT RESOLVED, that the above location, with Department of Transportation approval, be deleted from the Highway System of McLean County, and that said route is identified as CH 31 from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road.

BE IT FURTHER RESOLVED, that McLean County will comply with the attached Intergovernmental Agreement concerning CH 31, Addendum #4.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit three (3) certified copies of this Resolution to the State through its District Engineer's Office at Ottawa, Illinois.

Approved by the County Board on August 16, 2005.

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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 August 16, 2005.

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 16<sup>th</sup> day of August, A.D., 2005.

[SEAL]

---

Peggy Ann Milton, McLean County Clerk

TOWN OF NORMAL  
Ordinance

Providing for the addition of part of Pipeline Road, County Highway 31 (CH 31) from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road in its entirety to the Town of Normal Highway System from the County Highway System in McLean County, Illinois.

Whereas, the County Board of McLean County and the Town of Normal entered into an agreement for transfer of jurisdiction of the above locations to the Municipal Street System.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Normal, that the above location, with Department of Transportation approval be added to the Highway System of the Town of Normal and that said route was identified as CH 31 from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road, Normal, Illinois, in its entirety from the County Highway System in McLean County, Illinois.

BE IT FURTHER ORDAINED that the Town of Normal will comply with the attached Intergovernmental Agreement concerning CH 31, Addendum #4.

BE IT FURTHER ORDAINED by the Town Council of the Town of Normal, that the Clerk is hereby directed to transmit three certified copies of this Ordinance to the State through its District Engineer's Office at Ottawa, Illinois.

Approved by the Town of Normal on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Christopher Koos, Mayor  
Town of Normal

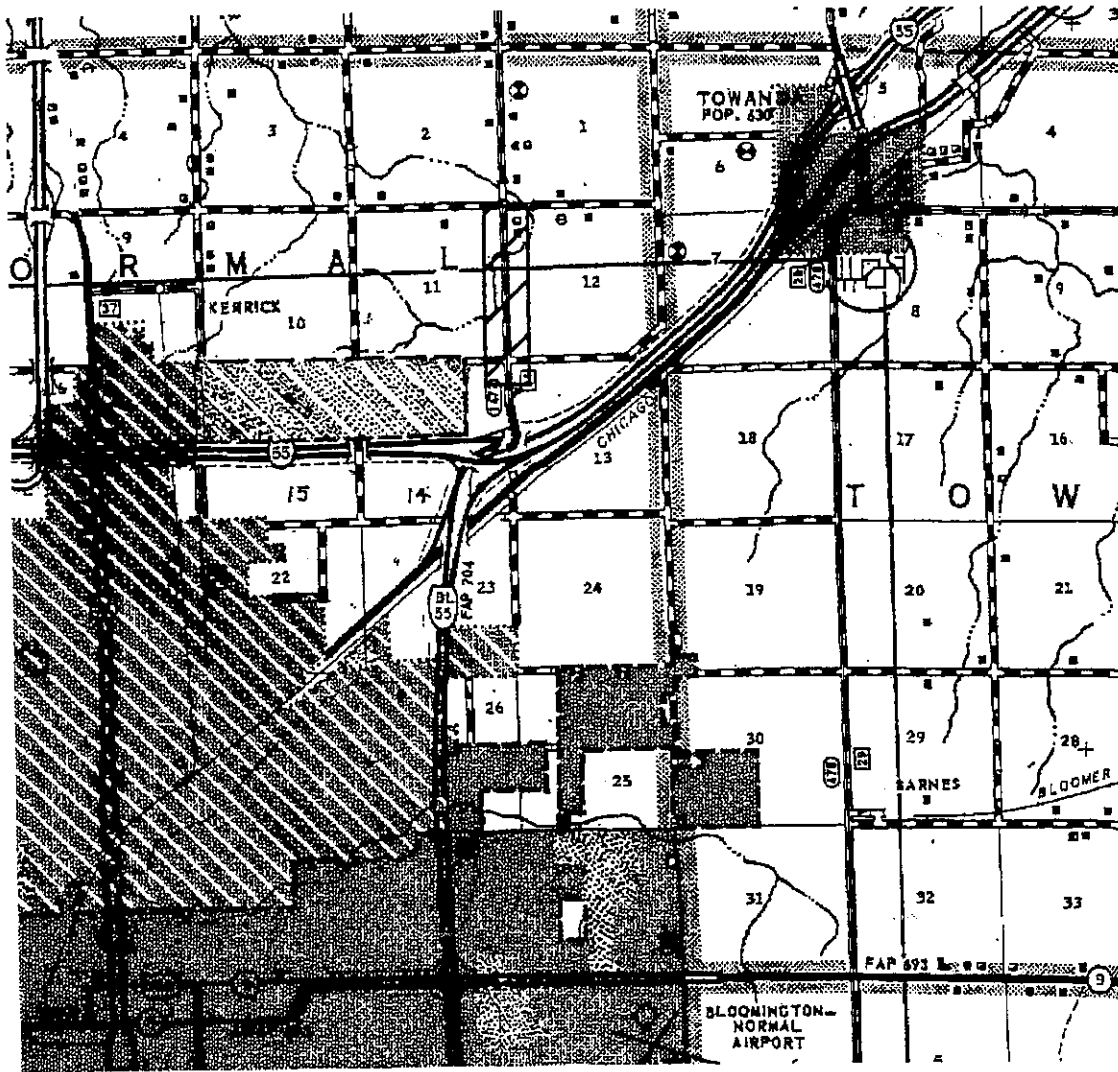
ATTEST:

\_\_\_\_\_  
Clerk of the Town of Normal

# ADDENDUM #3

## LOCATION MAP FOR JURISDICTIONAL TRANSFER

### CH 31 PIPELINE ROAD



INDICATES JURISDICTIONAL TRANSFER

INTERGOVERNMENTAL AGREEMENT FOR CH 31  
JURISDICTIONAL TRANSFER  
FROM McLEAN COUNTY TO THE TOWN OF NORMAL

WHEREAS, it is deemed in the best interest of the Town of Normal and McLean County to transfer the jurisdiction of CH 31, Pipeline Road, from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road from the County of McLean to the Town of Normal; and now

THEREFORE, the Town of Normal and McLean County hereby mutually agree as follows:

1. To transfer the jurisdiction of CH 31, Pipeline Road, from 740 feet south of the Centerline of Northtown Road to the north Right of Way line of Ziebarth Road from the County of McLean to the Town of Normal upon IDOT approval and final acceptance of construction by McLean County and the Town of Normal.
2. The proposed construction is new three (3)-lane pavement with curb and gutter and storm sewer on the west side. The east side to have aggregate and dirt shoulders to accept further two (2)-lane construction in the future. The old roadbed to be removed and graded upon completion of the new three (3)-lanes.
3. McLean County and the Town of Normal will each pay one-half (1/2) of the construction cost of the project minus the developer's contribution of approximately \$570,000 plus the cost of any turn lanes required by his development.
4. The cost of any new Right of Way (ROW) required north of the centerline of Ziebarth Road shall be split 50/50 between the Town of Normal and McLean County. Any ROW required south of the centerline of Ziebarth Road along the east side of Pipeline Road shall be the responsibility of McLean County to acquire, and along the west side of Pipeline Road shall be the responsibility of the Town of Normal.
5. The cost of the Engineering shall be split 50 / 50 between the Town of Normal and McLean County. The Preliminary Engineering shall be performed by the Farnsworth Group utilizing the Town of Normal Annual Agreement.
6. It is intended that the Engineering shall be started by September 2005, and Construction is to be started and completed in 2007.


This agreement is hereby entered into upon approval of the Normal Town Council and the McLean County Board.

\_\_\_\_\_  
Christopher Koos, Mayor  
Town of Normal

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

Approved: \_\_\_\_\_ 2005

Approved: \_\_\_\_\_ 2005

Local Agency McLean County	 <b>Illinois Department of Transportation</b> Local Agency Agreement for Federal Participation	Section 00-00182-01-BR			
		Fund Type BRP			
		State Contract X	Day Labor	Local Contract	RR Force Account

This Agreement is made and entered into between the above local agency (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 shown 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 United States Federal Highway Administration hereinafter referred to as FHWA.

**Location**

Local Name White Oak Road (C.H. 70) Route FAU 6385 Length 0.0947 Miles

Termini South of College Avenue over Sugar Creek 1293 feet North of Locust Street on the South end and 1793 feet North of Locust Street on the North end

Current Jurisdiction McLean County

**Project Description**

Existing Str. No. 057-0074

Bridge replacement consisting of deck, superstructure, substructure, and slopewall replacement.

Type of Work	Division of Cost				Total		
	FHWA	%	State	%		LA	%
Participating Construction	960,000	( 80 )	( )	( )	240,000	( 20 )	1,200,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 960,000</b>		<b>\$</b>		<b>\$ 240,000.00</b>		<b>\$ 1,200,000</b>

NOTE: The above costs are approximate and subject to change. The final LA share is dependent upon 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 below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (95% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share \$240,000 divided by estimated total cost multiplied by actual progress payment.  
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-092-04	BRM-5227(043)				

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Agreement Provisions

THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after 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 department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

Local Agency McLean County	Section 00-00182-01-BR
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- (14) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
  - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

Local Agency McLean County	Section 00-00182-01-BR
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**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the 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.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

**ADDENDA**

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

Number 1 Location Map \_\_\_\_\_

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Name Michael F. Sweeney

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED**

State of Illinois  
Department of Transportation

By \_\_\_\_\_  
Director of Highways

Date \_\_\_\_\_

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

Local Agency McLean County
Section 00-00182-01-BR

## ROAD UPGRADE AND MAINTENANCE

This ROAD UPGRADE AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and among McLean County, an Illinois County (the "County"), and High Trail Wind Farm, LLC ("High Trail") and Old Trail Wind Farm, LLC ("Old Trail", and together with High Trail, collectively, "Developers"). Each of the Developers and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The term "Developer's Representative(s)" shall include Developer's contractors, sub-contractors, agents, employees, suppliers and designees.

### RECITALS

WHEREAS, Developers are in the process of developing a wind-powered electric energy generating facility (the "Project") in McLean County, Illinois and has submitted application for a Special Use Permit for the Project with the Department of Building and Zoning in accordance with the Zoning Ordinance of McLean County, and

WHEREAS, Developers propose to construct the Project in two or more phases. Each phase will be constructed and owned either by High Trail or Old Trail, and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "County Roads") over which it will be necessary for the Developers and their contractors, suppliers, employees, subcontractors and designees to, among other things, (i) transport heavy equipment and materials over certain County Roads, which may in certain cases be in excess of the design limits of the County Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Roads; (iii) widen certain County Roads and make certain modifications and improvements (both temporary and permanent) to such County Roads (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place certain electrical and communications cables (collectively "Cables") for the Project adjacent to, under or across certain County Roads, and

WHEREAS, 605 ILCS 5/9-113 grants to the County, authority to impose reasonable rules, regulations and specifications for the use of County roads by public and private utilities, and

WHEREAS, 605 ILCS 5/9 113.01 imposes a liability on public or private utilities for any damage to County highways, and

WHEREAS, under 605 ILCS 5/5 et seq the County has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the County Highway system, and

WHEREAS, it is in the best interest of the public health, safety and welfare that Developers and the County reach an agreement to address the majority of issues that will arise in a project of this size, and

WHEREAS, Developers have provided to the County Engineer of McLean County a site layout plan for the Project that shows the tower sites, the access road entrances, the underground collection system and the power transformer site, a copy of which is attached as Exhibit A (the "Plan"), and

WHEREAS, Developers and the County of McLean wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project, and

WHEREAS, this Agreement shall apply to those County Roads listed on the Principal Road Upgrade Schedule attached as Exhibit B and, subject to Section 3C herein, any other County Highway used by Developers, Developer's Representative(s) in direct support of the construction and operation of the Project.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promise and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

- Section 1. Each of High Trail, in respect of the phases of the project owned, developed and constructed by it, and Old Trail, in respect of the phases of the project owned, developed and constructed by it, agree to undertake the following activities in accordance with the terms of this Agreement:
- A. Prior to the commencement of construction of any phase of the Project, make improvements to the County Highways in accordance with Section 5 and Exhibit B for such phase for purposes of this Agreement, "commencement of construction" shall mean construction of access roads and wind turbines on the Project site has begun and does not include testing or surveying (including geotechnical drilling and meteorological testing) to determine the adequacy of the site for construction.

- B. Build the Project substantially as depicted on the Plan and obtain County Highway Department approval of any material alteration of the Plan insofar as it involves the use of County Highways;
- C. Present Access Permit applications and required plans for all access points to the County Highway system;
- D. Erect permanent markers indicating the presence of the Cables;
- E. Install marker tape in any trench in which Developers or Developers' Representative(s) have placed Cables located on County right-of-way;
- F. Become a member of the Illinois State-Wide One-Call Notice System (otherwise known as the Joint Utility Locating Information for Excavators or "J.U.L.I.E.") and provide J.U.L.I.E. with all of the information necessary to update its records;
- G. Use directional boring equipment to make all crossings of County Highways for the cable collection system;
- H. Provide plans for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by the Developers or Developers' Representative(s);
- I. Make the necessary improvements for these widened radii and once these widened radii are no longer needed to return the corners substantially to their original lines and grades unless the County Engineer requests that the widened radii remain as improved;
- J. Notify the County Engineer in advance of all oversize moves and crane crossings;
- K. Transport the tower segments and other oversize loads so as to minimize adverse impact on the local traffic;
- L. Provide as much advance notice as is commercially reasonable to obtain approval of the McLean County Highway Department when it is necessary for a road to be closed due to a crane crossing or for any other reason. Notwithstanding the generality of the aforementioned, Developers will provide 48 hours notice to the extent reasonably practicable;

- M. Sign all highway closures and work zones in accordance with the Illinois Department of Transportation Manual On Uniform Traffic Control Devices;
- N. Pay for the cost of all repairs to all County Highways that are damaged by Developers or the Developers' Representative(s) during the construction of the Project and restore such roads to the condition they were in at the time of the pre-construction inventory;
- O. Establish a single escrow account in accordance with Section 6 for all phases of the Project that will be used for the repair and improvements of the County Highways;
- P. Notify all relevant parties identified under Section 4 of any temporary road closures.
- Q. At the start of construction of each phase of the Project and on the first, second, third and fourth anniversaries thereafter, pay to the McLean County Highway Department, the amount of \$50,000.00. Thereafter, the annual fee shall be 100% of what the prior year's fees would have been based on the County standard charges for agreements of this type. The fee shall not be cumulative, so if two or more phases are under way in any one year, only one \$50,000 payment per year shall be made.
- R. Obtain easements and other land rights needed to fulfill Developer's obligations under this Agreement.
- S. Agree that the County shall design all road upgrades in accordance with IDOT Local Road Administrative Policy Manual.
- T. Provide Notice to Proceed by December 31 of each year for roads to be upgraded during the following year. Notice to Proceed is hereby given for the proposed pre-construction improvement County Highway 21, LeRoy-Lexington Road, as described in Exhibit B.
- U. Acknowledge that the estimates provided in Exhibit B are good faith estimates, but actual costs may vary.
- V. Provide dust control and grading work on County roads covered by this agreement that become aggregate surface roads.

Section 2. The County, in accordance with the terms of this Agreement, agrees to:

- A. Review for approval all access points to the County Highway system by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices;
- B. Review for approval plans for all utility encroachments on County rights-of-way; in a reasonable manner in accordance with accepted engineering practices;
- C. Review for approval all crane crossings across the County Highway system by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices;
- D. Issue master overweight and oversize permits in a timely manner for the roads scheduled on Exhibit B upon the filing of such applications on behalf of Developers and waive overweight permit fees for loads with axle weights of 18,000 pounds or less. Issue permits during the spring posting period, between January 15<sup>th</sup> and April 15<sup>th</sup> when conditions warrant;
- E. Coordinate with Developers and Developers' Representative(s) so as to minimize the impact of their use of the County Highway system;
- F. Waive all individual work permit fees.
- G. Perform all routine maintenance on the County Highways used for the construction of the towers in accordance with Section 5 of this Agreement.
- H. Consent to the use of the County Highway's rights-of-way for utility encroachments, including Cables for the Project. Consent granted herein shall be effective only to the extent of the property interest of the County of McLean. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve Developers from obtaining by purchase, condemnation or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.



- I. Design all road upgrades in accordance with IDOT Local Road Administrative Policy Manual.
- J. Implement road upgrades as agreed to in Exhibit B upon receipt of the Notice to Proceed.
- K. Authorize County Engineer to agree on behalf of County to revisions to Exhibits A and B and to determine appropriate improvements.

### Section 3 Planning Inventory

#### A. Road Inventory

##### 1. Pre-Construction Inventory

The Parties, prior to the commencement of construction of any phase, shall jointly perform a survey to record the condition of the pavement surface of the County Highways listed in Exhibit 'B'. For County Highways 15 & 17 this survey shall be performed no later than ten (10) days prior to the start of any pre-construction upgrade. For County Highways 21, 28 and 36, the survey shall be done no later than 10 days prior to the start of use by the Developer. During this survey the entire length of the road as listed in Exhibit B shall be video taped and if necessary photographs may be taken. In addition the County will provide the Developer or his agent copies of any plans, cross-sections and specifications relevant to the existing road structure.

For any structures on the proposed routes that the County feels may not carry the loads proposed by the Developer, the County shall have the right to hire a consultant to make a study of the structure to determine the load carrying capacity. The Developer shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed the Developer may propose a plan to strengthen the structure. The County will then furnish the Developer with all available plans. Should the Developer present a plan to strengthen a structure the County will then have their consultant review these

plans to determine if the improvements will carry the proposed loads. All costs incurred by the County for these services shall be paid by the Developers or from the escrow account.

Copies of all pre-construction documentation shall be provided to each of the Parties.

## 2. Post-Construction Inventory

Upon completion of each phase of the Project, representatives of the County and Developer will perform a post-construction inventory, the methods of which shall be similar to those of the pre-construction survey. The two sets of data will be compared and if there is any wheel lane rutting or cracking in excess of the original survey McLean County will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. The design of these repairs or improvements shall conform to IDOT standards as provided in the Local Roads Administrative Policy Manual the cost of these repairs or improvements to be paid by the Developers or from the escrow account.

### B. Routing and Access Approval

As soon as practical and as necessary throughout the construction of any phase of the Project, Developers and County shall meet and by mutual agreement revise the Plan (Exhibit A) in so far as it affects the County Highways and make it more definitive. By mutual agreement, County Highways may be added to or deleted from the Principal Road Upgrade Schedule attached as Exhibit B, specific timing for upgrades shall be established, access points to public roads may be approved, preferred traffic routes shall be established and utility encroachments, including Cable, finalized. The Principal Road Upgrade Schedule (Exhibit B) has two parts. The first part is an estimate of the cost of improvements that are to be made before construction commences to give the road sufficient structural strength to handle the traffic anticipated during the construction of the Project. The second part is an estimate of the improvement that may need to be completed at the completion of the construction of the Project to return the roads identified in Exhibit B as amended from time to time to the same or better condition than those roads were in during the pre-construction inspection.

As the Principal Road Upgrade Schedule (Exhibit B) is revised and roads are added or removed, pre-construction and post-construction improvement details shall be prepared and added to the Exhibit B using the same methodology as was used to establish the improvement descriptions and cost estimates included in Exhibit B.

C. Incidental Use

The Parties recognize that the Project traffic may, either through mistake or with the consent of the County, use roads other than those listed on the Principal Road Upgrade Schedule (Exhibit B). Repairs for damage caused by Developers or the Developers' Representative(s) during such mistaken or permitted use shall be paid as provided in Section 6 C of this Agreement.

Section 4. Construction Cooperation:

A. With Others:

Prior to the commencement of construction of any phase, Developers shall hold a meeting and shall invite all public or semi-public entities that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, Developers will discuss their plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. Should all of the parties contacted not be represented, Developers shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the Highway Department.

B. With the County:

During construction of any phase, the County and Developers shall meet regularly to disclose and discuss Project activities, including anticipated material and equipment deliveries and traffic movement – which may be reflected as changes in the Plan (Exhibit A) and/or the Principal Road Upgrade Schedule (Exhibit B).

Section 5. Upgrades and Maintenance of the County Highways

- A. In order to minimize the adverse effect of the construction traffic on the County Highways, certain upgrades will be required on certain roads as described below the cost of which shall be paid by Developers.

See the Principal Road Upgrade Schedule attached as Exhibit B, as amended from time to time.

- B. The daily routine maintenance of the County Highways affected by the Project including snow removal, striping, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the McLean County Highway Department. If repairs or maintenance, other than daily routine maintenance, are deemed necessary because of activity of Developers or Developers' Representative(s), the County will use the Escrow Disbursement Procedure set forth in Section 6-C.

Section 6. Escrow Account and Letter of Credit

- A. Thirty days prior to the start of any road upgrades subject to this Agreement, the Developers shall establish an escrow account in the amount of \$500,000.00 (the "Escrow Account"). The Escrow Account shall be used to pay to be used for expenses incurred for the upgrade and/or repair of the County Highways in accordance with the of this Agreement in the event Developers do not otherwise pay the costs thereof. The Escrow Account shall be established at a bank doing business within McLean County selected by Developers. Within forty-five days of the execution of this Agreement, the Parties shall execute a mutually agreeable form of escrow agreement (the "Escrow Agreement"), which agreement shall, among other things, appoint the escrow agent and set forth the disbursement provisions in detail. Developers shall be responsible for making additional deposits in this escrow account in order to maintain the original minimum balance provided however, that the aggregate amount (including the initial balance) Developers shall be required to deposit shall not in any event exceed [\$11,000,000]. Developers shall also provide, within 30 days of the execution of this Agreement, to McLean County an "Irrevocable Letter of Credit" in the face amount of \$500,000.00 (the "Letter of Credit") which the County may draw against in the event and only in the extent that sufficient funds are not available

in the Escrow Account to pay for Developers' failure to pay for the upgrade and repair expense of the County Highways in accordance with the terms of this Agreement. The Letter of Credit shall be issued by a bank and in such form as is reasonably acceptable to the County.

- B. The Escrow Account and Letter of Credit shall remain in place from the date the initial deposit is made until a date two years after the commencement of commercial operations of the final phase of the Project. For avoidance of doubt the commencement of commercial operation date shall be the date that the entire Project is placed into service. The County agrees to deliver any certification required for any permitted withdrawal from the Escrow Account or surrender of the Letter of Credit, including any final withdrawal and/or surrender when Developers are no longer required to fund the Escrow Account or provide the Letter of Credit pursuant to the terms hereof, or the terms of the Escrow Agreement or Letter of Credit. For so long as Developers are required to maintain the Letter of Credit pursuant to the terms hereof, in the event that, pursuant to the terms of such Letter of Credit, the County shall be entitled to draw down the full outstanding amount of such Letter of Credit as a result of a failure to extend, amend or replace such Letter of Credit prior to its expiration, the County agrees that it shall immediately deposit any amounts so drawn into the Escrow Account. Developers shall be entitled to withdraw from the Escrow Account any and all amounts in the Escrow Account (including any interest accrued thereon) two years after the commencement of commercial operations of the last phase of the Project.
  
- C. The Escrow Agreement shall set forth, among other things, the disbursement procedures for the Escrow Account and shall include:
  - 1. For the pre and post construction improvements listed on the Principal Road Improvement Schedule attached as Exhibit B, as such Exhibit may be amended by the Parties from time to time:
    - a. The County shall notify Developers in writing of the work to be done.

- b. The contract shall be let by the County. Payment shall be made by the Developers or from the Escrow Account for pre and post construction road improvements.
2. For Damage during Construction to the roads listed on the Principal Road Upgrade Summary, as amended from time to time:
  - a. The County shall notify Developers of the work to be done.
  - b. The work shall be performed or contract shall be let by the County. Payment for such work shall be made by the Developers or from the Escrow Account.
3. For damages on roads other than those listed on the Principal Road Upgrade Summary attached as Exhibit B, as amended from time to time:
  - a. The County notifies Developer of the location and nature of the repair or maintenance required and a suggested time framework for completion.
  - b. If Developers agrees, the County or County's contractor shall perform the repair in the time framework specified and recover its costs from the Developers or the Escrow Account.
  - c. If Developers disagrees, the County and Developers will in good faith attempt to resolve the dispute and shall involve Lewis, Yockey and Brown as a neutral intermediary to help resolve the dispute within a 5-day period. The costs of the intermediary will be paid equally by the Parties if a mutually agreeable solution is proposed, or if not, by the Party rejecting the intermediary proposed solution. Either Party may reject the intermediary solution by written notice to the other party within 10 2 days from the date it is rendered.
  - d. If the Parties cannot agree and the County rejects the intermediary's proposed solution, the County may take unilateral action to prevent harm or protect public safety, the cost of which shall be paid from the Escrow Account. If the appropriateness of the County action is ultimately

determined not to be justified either by agreement or adjudication, County shall promptly refund applicable cost of repairs to the Developer.

e. If the Parties agree and/or don't reject the intermediary's proposed solution, then the County or County's contractor may make the repair and shall recover its costs from Developer or the Escrow Account.

f. The County charges shall be based on County maintained time and material cost records, which shall be made available to Developers for review. County billing rates shall be those established by the County and shall be uniformly applied to all consumers.

D. Emergency Repairs.

Notwithstanding the foregoing, in the event Developers or the Developers' Representative(s) are reasonably believed by the County to have caused damage to County roads of a magnitude sufficiently great to create a hazard to the motoring public, which in the County's opinion warrants an immediate repair or road closing, the County may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid from the Escrow Account. The County shall photograph, videotape and otherwise document the conditions and make all such documentation available to Developers. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of the intermediary and, if necessary, adjudication. If such post-repair proceedings favor Developers, the County will reimburse the Escrow Account for amounts withdrawn to fund the repair.

Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

A. Indemnification by Developers. The Developers hereby release and agree to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "County Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands

against the County Releasees arising out of or relating to the performance by Developers of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the Developers hereby release the County Releasees and agree to indemnify and hold harmless the County Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this agreement by the Developers, its employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.

B. Indemnification by the County. The County hereby releases and agrees to indemnify and hold harmless the Developers and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively "Developers Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Developers Releasees arising out of or relating to the performance by the County of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the County hereby releases the Developers Releasees and agrees to indemnify and hold harmless the Developers Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this agreement by the County, their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.

1. Limitations of Liability. In no event shall the Developers or any of their members, officers, directors or employees or the County or any of its Board, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.



2. Required Insurance. The Developers shall at all times throughout the term of this Agreement maintain in full force and effect commercial general liability insurance, naming McLean County, its Board, officers and employees as an additional insured, in the aggregate amount equal to Ten Million Dollars (\$10,000,000). The Developers may utilize any combination of primary and/or excess insurance to satisfy this requirement.

Section 8. Miscellaneous

- A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.
- B. Due Authorization. Each of High Trail and Old Trail hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of High Trail and Old Trail. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.
- C. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- D. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.
- E. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number

as any such party shall designate in writing to the other parties from time to time).

Developers

High Trail Wind Farm, LLC and Old Trail Wind Farm, LLC  
1001 McKinney Street  
Suite 1740  
Houston, TX 77002 Office: 713/571-6640; fax: 713/571-6659

with a copy to:

High Trail Wind Farm, LLC and Old Trail Wind Farm, LLC  
Project Manager  
716 E. Empire, Suite C  
Bloomington, IL 61701 Office: 309/829-8211; fax: 309/829-8611

McLean County

McLean County Engineer  
102 S. Towanda-Barnes Road  
Bloomington, IL 61704  
Ph. (309) 663-9445  
Fax (309) 662-8038

- F. This Agreement may not be assigned without the written consent of the other Party.
- G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually signed counterpart to this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of laws provisions.
- I. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

HIGH TRAIL WIND FARM, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

OLD TRAIL WIND FARM, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

THE COUNTY OF McLEAN

\_\_\_\_\_  
By: Michael F. Sweeney  
Chairman, McLean County Board

ATTEST:

\_\_\_\_\_  
Peggy Ann Milton, McLean County Clerk

IANANCYLETTER\zilka\ZilkaJuly27draft1.doc

**Principal Road Upgrade Schedule  
Exhibit 'B' to High Trail and Old Trail Road Agreement**

Highway Number	Highway Name	From	To	Mileage	Pre-construction Improvements		Post-Construction Improvements	
C.H. 15	Arrowsmith-Sabina Rd.	1100N	CH 36	1.00	3/4" Level Binder 1.5" Surface	Level Binder & Surface as Needed		
C.H. 15	Arrowsmith-Sabina Rd.	875N			Install Crossing	Remove Crossing		
C.H. 17	Ellsworth Rd.	RT 9	Ellsworth	2.25	1.5" Surface	Level Binder & Surface as Needed		
C.H. 17	Ellsworth Rd.	In Ellsworth		0.50	None	Mill 2"		
C.H. 17	Ellsworth Rd.	Ellsworth	CH 36	1.50	2.5" Binder	2" Surface Course Level Binder & Surface as Needed		
C.H. 21	Leroy-Lexington Rd.	RT 9	CH 36	5.25	1" Binder	Level Binder & Surface as Needed		
C.H. 28	Ellsworth-Arrowsmith Rd.	2850E	3200E	3.50	None	4" Aggregate A-3 Surface		
C.H. 36	Dawson Lake Rd.	2800E	3100E	3.00	None	4" Aggregate A-3 Surface		
C.H. 36	Dawson Lake Rd.	3150E	3200E	0.50	None	4" Aggregate A-3 Surface		

<b>C.H.. 21 Lexington-Leroy Road</b>		(Commencing from Route 9 going South to 1000N North Road)		
4 miles 24' wide				
Prior to Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
1" Bituminous Binder Course	Ton	3200	\$45.00	\$144,000.00
<b>Total Cost</b>				<b>\$144,000.00</b>
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
3/4" Bituminous Leveling Binder	Ton	2400	\$53.00	\$127,200.00
1 1/2" Bituminous Surface Course	Ton	4800	\$50.00	\$240,000.00
2 1/4" Aggregate Shoulders	Ton	1200	\$18.00	\$21,600.00
<b>Total Cost</b>				<b>\$388,800.00</b>
<b>Total Cost Before and After</b>				<b>\$532,800.00</b>

<b>C.H.. 17 Ellsworth Road</b>		(Commencing from Route 9 going South to Ellsworth Northern City Limits)		
2.25 miles 22' wide				
Prior to Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
1 1/2" Bituminous Surface Course	Ton	2500	\$50.00	\$125,000.00
<b>Total Cost</b>				<b>\$125,000.00</b>
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
3/4" Bituminous Leveling Binder	Ton	1300	\$53.00	\$68,900.00
1 1/2" Bituminous Surface Course	Ton	2500	\$50.00	\$125,000.00
2 1/4" Aggregate Shoulders	Ton	700	\$18.00	\$12,600.00
<b>Total Cost</b>				<b>\$206,500.00</b>
<b>Total Cost Before and After</b>				<b>\$331,500.00</b>

Wind Farm Road Cost Estimate

Exhibit 'B' (Page 3)

<b>C.H.. 17 Ellsworth Road</b> .5 miles 24' wide		(Town of Ellsworth- Northern City Limits to Southern City Limits)		
Prior to Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
<b>Total Cost</b>				<b>\$0.00</b>
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
2" Bituminous Milling	SY	7100	\$25.00	\$177,500.00
2" Bituminous Surface Course	Ton	800	\$50.00	\$40,000.00
<b>Total Cost</b>				<b>\$217,500.00</b>
<b>Total Cost Before and After</b>				<b>\$217,500.00</b>

<b>C.H.. 17 Ellsworth Road</b> 1.5 miles 22' wide		(Commencing from Ellsworth Southern City Limits to Dawson Lake Road C.H.. 36)		
Prior to Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
2 1/2" Bituminous Binder Course	Ton	2710	\$45.00	\$121,950.00
<b>Total Cost</b>				<b>\$121,950.00</b>
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
3/4" Bituminous Leveling Binder	Ton	900	\$53.00	\$47,700.00
1 1/2" Bituminous Surface Course	Ton	1700	\$50.00	\$85,000.00
2 1/4" Aggregate Shoulders	Ton	500	\$18.00	\$9,000.00
<b>Total Cost</b>				<b>\$141,700.00</b>
<b>Total Cost Before and After</b>				<b>\$263,650.00</b>

**Wind Farm Road Cost Estimate**

**Exhibit 'B' (Page 4)**

<b>C.H. 15 Arrowsmith Road</b>		<b>(Commencing from 1100N going South 1 mile)</b>		
1 mile				
22' wide				
<b>Prior to Wind Farm Construction</b>				
<b>Items</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>
3/4" Bituminous Leveling Binder	Ton	700	\$53.00	\$37,100.00
1 1/2" Bituminous Surface Course	Ton	1100	\$50.00	\$55,000.00
2 1/4" Aggregate Shoulders	Ton	300	\$18.00	\$5,400.00
<b>Total Cost</b>				<b>\$97,500.00</b>
<b>After Wind Farm Construction</b>				
<b>Items</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>
3/4" Bituminous Leveling Binder	Ton	600	\$53.00	\$31,800.00
1 1/2" Bituminous Surface Course	Ton	1100	\$50.00	\$55,000.00
2 1/4" Aggregate Shoulders	Ton	300	\$18.00	\$5,400.00
<b>Total Cost</b>				<b>\$92,200.00</b>
<b>Total Cost Before and After</b>				<b>\$189,700.00</b>

**Wind Farm Road Cost Estimate**

**Exhibit 'B' (Page 5)**

<b>C.H.. 36 Dawson Lake Road</b>		<b>(Commencing from 1/2 Mile West of C.H.. 17 going East to 3100E)</b>		
3.5 miles				
20' wide surface				
Prior to Wind Farm Construction				
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
Bomag Machine (Milling Existing Pavement)	HR	20	\$300.00	\$6,000.00
4" Aggregate Base Course	Ton	10000	\$25.00	\$250,000.00
A-3 Surface Prime	Gal	17300	\$3.00	\$51,900.00
CA-14	Ton	1200	\$25.00	\$30,000.00
Bit. Matls.	Gal	37000	\$2.00	\$74,000.00
CA-15/16	Ton	600	\$25.00	\$15,000.00
Bit. Matls.	Gal	14500	\$2.00	\$29,000.00
A-3	Ton	600	\$25.00	\$15,000.00
Bit. Matls.	Gal	12500	\$2.50	\$31,250.00
4" Aggregate Shoulders	Ton	1400	\$18.00	\$25,200.00
<b>Total Cost</b>				<b>\$527,350.00</b>
<b>Total Cost Before and After</b>				<b>\$527,350.00</b>

<b>C.H.. 28 Ellsworth-Arrowsmith Road</b>		<b>(Commencing from C.H.. 17 going East 3 1/2 miles and ending at 3200E)</b>		
3.50 miles				
20' wide surface				
Prior to Wind Farm Construction				
After Wind Farm Construction				
Items	Unit	Quantity	Unit Price	Total Cost
Bomag Machine (Milling Existing Pavement)	HR	24	\$300.00	\$7,200.00
4" Aggregate Base Course	Ton	9500	\$25.00	\$237,500.00
A-3 Surface Prime	Gal	17400	\$3.00	\$52,200.00
CA-14	Ton	1100	\$25.00	\$27,500.00
Bit. Matls.	Gal	31000	\$2.00	\$62,000.00
CA-15/16	Ton	450	\$25.00	\$11,250.00
Bit. Matls.	Gal	13000	\$2.00	\$26,000.00
A-3	Ton	600	\$25.00	\$15,000.00
Bit. Matls.	Gal	13800	\$2.50	\$34,500.00
4" Aggregate Shoulders	Ton	1400	\$18.00	\$25,200.00
<b>Total Cost</b>				<b>\$498,350.00</b>
<b>Total Cost Before and After</b>				<b>\$498,350.00</b>



CH 21 Lexington-Leroy Road (Rt 9 to 880N)  
 10 S.U. & 35 M.U.  
 STRUCTURAL DESIGN DATA 80,000#

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CLASS III ROAD DESIGN PERIOD 20 YEARS

CURRENT A.D.T. 1300  
 STUCTURAL DESIGN TRAFFIC: 1586 YEAR: 2020

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

P.C.	88%	S.U.	7%	M.U.	5%
P.C.	1396	S.U.	121	M.U.	114

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.572

STRUCTURAL NUMBER (Dt)= 3.8

PAVEMENT STUCTURE MATERIALS:

SURFACE: PROPOSED BITUMINOUS CONCRETE	5 @ 0.40	a1= 2.00
BASE: EXISTING BITUMINOUS CONCRETE	3 @ 0.30	a2= 0.90
BASE: EXISTING OIL & CHIP	2 @ 0.16	a3= 0.32
SUBBASE: EXISTING AGGREGATE BASE COURSE	9 @ 0.10	a4= 0.90

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PROPOSED Dt TOTAL 4.12

CH 17 Ellsworth Road (Ellsworth to Dawson Lake Road)  
 10 S.U. & 35 M.U.  
 STRUCTURAL DESIGN DATA 80,000#

CLASS III ROAD DESIGN PERIOD 20 YEARS  
 CURRENT A.D.T.

STRUCTURAL DESIGN TRAFFIC: 488 YEAR: 2020

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

P.C.	88%	S.U.	7%	M.U.	5%
P.C.	429	S.U.	44	M.U.	59

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.275

STRUCTURAL NUMBER (Dt)= 3.5

PAVEMENT STRUCTURE MATERIALS:

SURFACE: PROPOSED BITUMINOUS CONCRETE	2.5 @ 0.40	a1= 1.00
BASE: EXISTING EMULSIFIED MIXTURE	4.5 @ 0.17	a2= 0.77
BASE: EXISTING BITUMINOUS CONCRETE	3 @ 0.30	a3= 0.90
SUBBASE: EXISTING AGGREGATE BASE COURSE	10 @ 0.10	a4= 1.00

PROPOSED Dt TOTAL 3.67

Additional truck traffic Arrowsmith road south of Arrowsmith

STRUCTURAL DESIGN DATA 80,000#

CLASS III ROAD DESIGN PERIOD 20 YEARS

CURRENT A.D.T. 850  
 STRUCTURAL DESIGN TRAFFIC: 1037 YEAR: 2020

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

P.C.	88%	S.U.	7%	M.U.	5%
P.C.	913	S.U.	83	M.U.	87

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.426

STRUCTURAL NUMBER (Dt)= 3.7

PAVEMENT STRUCTURE MATERIALS:

SURFACE: PROPOSED BITUMINOUS CONCRETE	2.25 @ 0.40	a1= 0.90
BASE: EXISTING BITUMINOUS CONCRETE	5.75 @ 0.30	a2= 1.73
SUBBASE: EXISTING AGGREGATE BASE COURSE	11 @ 0.10	a3= 1.10

PROPOSED Dt TOTAL 3.73