

TRANSPORTATION COMMITTEE AGENDA
McLean County Government Center
115 E Washington St – Rm 404, Bloomington, IL
Tuesday, March 6, 2007
8:00 A.M.

1. **Roll Call**
2. **Approval of Minutes from February 6, 2007 Meeting**
3. **Recommend Payment of Bills to County Board**
4. **Appearance by Members of the Public and County Employees**
5. **Items to be Presented for Action**
 - A. Audit Report #53 to be Filed with County Board – Motor Fuel Tax
County Road Districts – 01/01/05 – 12/31/05 1 – 4
 - B. Audit Report #72 to be Filed with County Board – Motor Fuel Tax
McLean County – 01/01/05 – 12/31/05 5 – 8
 - C. Audit Report #53 to be Filed with County Board – Township Bridge
County Road Districts 9 – 12
 - D. Resolution & Letting Results from February 14, 2007 County
& Township 2007 MFT Maintenance Sections 13 – 20
 - E. Resolution & Letting Results from February 27, 2007 County
MFT and County & Township Non-MFT Maintenance Sections 21 – 25
 - F. Invenergy / White Oak Energy, LLC Wind Farm Road Use
Agreement 26 – 43
 - G. State of Illinois Disaster Assistance Application 44 – 45
6. **Items to be Presented for Information**
 - A. Project Summary
 1. Danvers / Carlock Rd – Kath Bridge – Sec 03-00148-05-BR 46
 2. Stanford / McLean Road – Peacock Bridge – Sec 05-00047-10-BR 47
 3. Holder Road – Fairfield Culvert – Sec 05-00040-05-BR 48
 4. Old Route 150 – White Oak Road – Sec 03-00182-00-RS 49
 5. Stanford / McLean Road – CH 59 – Sec 05-00047-09-RS 50
 - B. East Side Highway Study 51 – 66
 - C. Other
7. **Adjournment**



Agency: McLean County Road Districts	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2005
	Audit Number: 53
	Date: October 18, 2006

RECEIVED

FEB 01 2007

MCLEAN CO. HIGHWAY DEPT.



McLean County Road Districts

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the McLean County Road Districts for the period beginning Jan. 1, 2005 and ending Dec. 31, 2005, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

Ruth Anderson

Auditor

REVIEWED AND APPROVED BY

D. H. S.

District Local Roads and Streets Engineer

Date:

12/6/06



McLean County Road Districts

Audit Period: Jan. 1, 2005 to Dec. 31, 2005

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2005

The other receipts to the Motor Fuel Tax Fund were \$171,965.08 received as follows:

Interest 2005	58,346.54
Reimbursement	150.00
	65.50
Needy Township 05	31,257.04
	82,146.00

Total received: \$171,965.08

The 2005 Maintenance Expenditure Statement (BLR 14320) has been filed and agrees with the Summary of Motor Fuel Tax Fund Transactions by section and category (BLR15106). Final Report (BLR13510) has been filed for section 98-27143-00-MG. This Audit was done on a selective sampling basis. Adequate records are available to support Fund activity.

SIGNED Ruth Anderson



Fund Balance and Bank Reconciliation


Audit Report No. 53

McLean County Road Districts

Audit Period Jan. 1, 2005 - Dec. 31, 2005

Date: October 18, 2006

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	(46,450.07)	2,220,599.18	2,174,149.11	2754
Allotments	2,204,762.24	0.00	2,204,762.24	2842
Total MFT Funds	2,158,312.17	2,220,599.18	4,378,911.35	2967
Approved Authorizations	(1,538,767.21)	1,538,767.21	0.00	2986
Other Receipts		171,965.08	171,965.08	3001
Total	619,544.96	3,931,331.47	4,550,876.43	3005
Disbursements		2,195,512.66	2,195,512.66	
Surplus (Credits)	1,096,142.43	(1,096,142.43)	0.00	
Unexpended Balance	1,715,687.39	639,676.38	2,355,363.77	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2005				
Deduct Outstanding Warrants			16,772.32	
Add Outstanding investments			2,367,244.55	
Additions		outstanding interest Dec 2005	4,894.54	
Subtraction's		bank error	3.00	
Net Balance in Account Dec. 31, 2005			2,355,363.77	


 Certified Correct
 Auditor



Agency: COUNTY OF McLean County	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2005
	Audit Number: 72
	Date: October 20, 2006

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MCLEAN CO. HIGHWAY DEPT.



**Illinois Department
of Transportation**

Auditor's Certificate

COUNTY OF McLean County


Audit Report No. 72

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the County of McLean County for the period beginning Jan. 1, 2005 and ending Dec. 31, 2005, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.


Auditor

REVIEWED AND APPROVED BY


District Local Roads and Streets Engineer

Date: 1/4/06



Illinois Department of Transportation

Auditor's Comments

COUNTY OF McLean County

Audit Report No. 72

Audit Period: Jan. 1, 2005 to Dec. 31, 2005

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2005

The other receipts to the Motor Fuel Tax Fund were \$427,584.22 received as follows:

Interest 2005	23,166.21
Reimbursement	15,407.01
County Consolidated	389,011.00

Total received: \$427,584.22

A Final Report (BLR 13510) is on file for the following sections: 99-00057-08-WR; 00-00181-00-FP; 01-00073-06-RP; 03-00149-02-RS; 04-00130-09-RS; 04-00122-03-RS; 04-00157-01-SM. The Maintenance Expenditure Statement for the 2005 program year has been filed and agrees with the Summary of Motor Fuel Tax Fund Transactions by section and category (BLR15106). Adequate records are available to support Fund activity. This audit was done on a selective sampling basis.

SIGNED 



Fund Balance and Bank Reconciliation


COUNTY OF McLean County

Audit Report No. 72

Audit Period Jan. 1, 2005 - Dec. 31, 2005

Date: October 20, 2006

Fund Balance	Unobligated		Obligated	Total	Outstanding Warrants	
Balance Previous Audit	923,061.62	(696,652.71)		226,408.91		
Allotments	2,821,338.51	0.00		2,821,338.51		
Total MFT Funds	3,744,400.13	(696,652.71)		3,047,747.42		
Approved Authorizations	(4,962,097.96)	4,962,097.96		0.00		
Other Receipts		1,103,322.49		1,103,322.49		
Total	(1,217,697.83)	5,368,767.74		4,151,069.91		
Disbursements		2,743,867.26		2,743,867.26		
Surplus (Credits)	2,624,459.84	(2,624,459.84)		0.00		
Unexpended Balance	1,406,762.01	440.64		1,407,202.65		
Bank Reconciliation						
Balance in Fund per Bank Certificate Dec. 31, 2005				433,987.70		
Deduct Outstanding Warrants				2,390.68	3241	341.00
Add Outstanding investments				975,605.63	3274	2,000.00
Additions					3287	49.68
Subtraction's						
Net Balance in Account Dec. 31, 2005				1,407,202.65		


 Certified Correct
 Auditor



Agency: McLean County Road Districts Township Bridge	
Audit for: <input type="checkbox"/> Motor Fuel Tax <input checked="" type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2005
	Audit Number: 53
	Date: October 19, 2006

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MCLEAN CO. HIGHWAY DEPT.



**Illinois Department
of Transportation**

Auditor's Certificate

McLean County Road Districts Township Bridge Township Bridge

Supplemental
Audit Report No. 53

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Township Bridge Fund of the McLean County Road Districts Township Bridge for the period beginning Jan. 1, 2005 and ending Dec. 31, 2005 and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith with exceptions noted in the audit findings.



Auditor

REVIEWED AND APPROVED BY



District Local Roads and Streets Engineer

Date: 1/12/07



Illinois Department of Transportation

Auditor's Comments

Supplemental
Audit Report No. 53

McLean County Road Districts Township Bridge Township Bridge

Audit Period: Jan. 1, 2005 to Dec. 31, 2005

Purpose of Audit: To determine the status of Township Bridge Funds as of Dec. 31, 2005

The other receipts to the Township Bridge Fund were \$67,411.28 received as follows:

Interest 2005	9,201.12
Reimbursement	58,210.16

TOTAL 67,411.28

Final Report (BLR13510) has been filed for Section 00-09124-00-BR; 00-21130-00-BR; 00-26132-00-BR. Adequate records are available to support Fund activity. This audit was done on a selective sampling basis.


SIGNED



**Illinois Department
of Transportation**

Fund Balance and Bank Reconciliation

Supplemental
Audit Report No. 53

McLean County Road Districts Township Bridge Township Bridge

Audit Period Jan. 1, 2005 - Dec. 31, 2005

Date: October 19, 2006

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	127,232.42	1,262,941.60	1,390,174.02	
Allotments	505,750.66	0.00	505,750.66	
Total MFT Funds	632,983.08	1,262,941.60	1,895,924.68	
Approved Authorizations	(505,750.66)	505,750.66	0.00	
Other Receipts		78,632.99	78,632.99	
Total	127,232.42	1,847,325.25	1,974,557.67	
Disbursements		1,526,227.35	1,526,227.35	
Surplus (Credits)	15,061.98	(15,061.98)	0.00	
Unexpended Balance	142,294.40	306,035.92	448,330.32	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2005			129,491.05	
Deduct Outstanding Warrants				
Add Outstanding investments			318,839.27	
Additions				
Subtraction's				
Net Balance in Account Dec. 31, 2005			448,330.32	

Ruth Anderson
Auditor

Certified Correct

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 6, 2007, for a letting held on February 14, 2007 for McLean County and twenty-five (25) Road District 2007 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on March 6, 2007, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials:

2007 MFT MAINTENANCE SECTIONS:

Beniach Construction Co, Inc, PO Box 20, Tuscola, Illinois, was the successful bidder on the following sections:

McLean County	Sec 07-00000-00-GM	GR 2	@	\$227,226.15
Anchor RD	Sec 07-02000-00-GM	GR 2A	@	\$34,712.00
Cheney's Grove RD.....	Sec 07-08000-00-GM	GR 2A	@	\$48,418.00
Chenoa RD.....	Sec 07-09000-00-GM	GR 2	@	\$45,670.00
Cropsey RD.....	Sec 07-10000-00-GM	GR 2A	@	\$31,304.50
Dale RD	Sec 07-11000-00-GM	GR 2A	@	\$26,651.50
Dawson RD.....	Sec 07-13000-00-GM	GR 2A	@	\$30,439.50
Downs RD.....	Sec 07-14000-00-GM	GR 2	@	\$26,699.45
Dry Grove RD.....	Sec 07-15000-00-GM	GR 2	@	\$94,365.00
Lexington RD.....	Sec 07-21000-00-GM	GR 2	@	\$79,843.75
Money Creek RD	Sec 07-23000-00-GM	GR 2	@	\$42,262.50
Mount Hope RD.....	Sec 07-24000-00-GM	GR 2	@	\$60,850.00
Normal RD.....	Sec 07-25000-00-GM	GR 2A	@	\$23,595.00
Old Town RD.....	Sec 07-26000-00-GM	GR 2	@	\$64,675.00
Randolph RD	Sec 07-27000-00-GM	GR 2	@	\$43,700.50
West RD.....	Sec 07-29000-00-GM	GR 2A	@	\$25,019.26

Rowe Construction Co, a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609, Bloomington, Illinois, was the successful bidder on the following sections:

Allin RD.....	Sec 07-01000-00-GM	GR 1A	@	\$16,235.24
Towanda RD	Sec 07-28000-00-GM	GR 2	@	\$65,172.50
Yates RD.....	Sec 07-31000-00-GM	GR 2	@	\$49,092.00

Steffens 3-D Construction, Inc, 2503 CR 1250 North, El Paso, Illinois, was the successful bidder on the following sections:

Bellflower RD.....	Sec 07-04000-00-GM	GR 2A	@	\$59,502.50
Blue Mound RD.....	Sec 07-07000-00-GM	GR 2	@	\$69,109.00
Funk's Grove RD.....	Sec 07-17000-00-GM	GR 1	@	\$20,170.00
Gridley RD.....	Sec 07-18000-00-GM	GR 1A	@	\$23,925.00
		GR 2A	@	\$43,415.00
Hudson RD.....	Sec 07-19000-00-GM	GR 2A	@	\$31,659.00
Martin RD	Sec 07-22000-00-GM	GR 2A	@	\$31,495.00

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 14, 2007

BLUE MOUND RD
SEC. 07-07000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENJACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS BID CHECK
Bit Malt's CRS-2	On Road	Gallon	30,300	\$1.85	\$56,055.00	\$1.49	\$44,844.00	\$1.49	\$0.00	\$0.00
Cover Coat Agg CA-14	Furn & Spread	Ton	1,150	\$30.00	\$34,500.00	\$21.18	\$24,265.00	\$23.36	\$0.00	\$0.00
					\$90,555.00	\$89,504.00	\$69,109.00	\$72,011.00	\$0.00	\$0.00
						-23.25%	-23.68%	-20.48%	-100.00%	-100.00%

CHENEYS GROVE RD
SEC. 07-08000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENJACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS BID CHECK
Bit Malt's CRS-2	On Road	Gallon	28,300	\$1.85	\$52,355.00	\$1.49	\$41,884.00	\$1.50	\$0.00	\$1.50
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	65,800	\$0.18	\$11,844.00	\$0.095	\$7,896.00	\$0.13	\$0.00	\$0.11
					\$64,199.00	\$48,418.00	\$49,780.00	\$51,004.00	\$0.00	\$49,688.00
						-24.58%	-22.46%	-20.55%	-100.00%	-22.60%

CHENOVA RD
SEC. 07-09000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENJACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's PG 48-28	On Road	Gallon	18,200	\$2.15	\$39,130.00	\$1.94	\$35,308.00	\$2.02	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Furn & Spread	Ton	600	\$27.00	\$16,200.00	\$17.27	\$10,362.00	\$18.93	\$0.00	\$0.00
					\$55,330.00	\$45,670.00	\$46,990.00	\$49,122.00	\$0.00	\$0.00
						-17.46%	-11.46%	-13.03%	-100.00%	-100.00%

CROPSEY RD
SEC. 07-10000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENJACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's CRS-2	On Road	Gallon	18,300	\$1.85	\$33,855.00	\$1.48	\$27,267.00	\$1.54	\$1.50	\$1.50
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	42,500	\$0.18	\$7,650.00	\$0.095	\$4,037.50	\$0.14	\$0.12	\$0.12
					\$41,505.00	\$31,304.50	\$32,243.00	\$34,132.00	\$2,550.00	\$2,550.00
						-24.58%	-22.82%	-17.76%	-21.59%	-100.00%

DALE RD
SEC. 07-11000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENJACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's CRS-2	On Road	Gallon	15,100	\$1.85	\$27,935.00	\$1.48	\$22,489.00	\$1.54	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	37,750	\$0.18	\$6,795.00	\$0.11	\$4,152.50	\$0.15	\$0.00	\$0.00
					\$34,730.00	\$28,651.50	\$28,483.50	\$28,916.50	\$0.00	\$0.00
						-23.26%	-18.04%	-16.74%	-100.00%	-100.00%

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 14, 2007

DAWSON RD
SEC. 07-13000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENCHMARK BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's CRSS-2	On Road	Gallon	17,500	\$1.85	\$32,467.50	\$1.49	\$1.51	\$1.53	\$0.00	\$0.00
Cover Coat Agg CA-14	Load & Spread	Sq Yd	39,000	\$0.20	\$7,800.00	\$0.11	\$0.12	\$0.16	\$0.00	\$0.00
					\$40,267.50		\$31,180.50	\$32,701.50	\$0.00	\$0.00
									-100.00%	-100.00%

DOWNNS RD
SEC. 07-14000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENCHMARK BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's P-Cl (MC-50)	On Road	Gallon	400	\$5.00	\$2,000.00	\$4.00	\$6.00	\$3.84	\$0.00	\$0.00
Bit Malt's PG 48-28	On Road	Gallon	7,500	\$2.15	\$16,340.00	\$2.16	\$2.25	\$2.22	\$0.00	\$0.00
Cover Coat Agg CA-14	Furn & Spread	Ton	350	\$30.00	\$10,500.00	\$23.84	\$25.00	\$25.35	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Furn & Spread	Ton	15	\$30.00	\$450.00	\$22.65	\$38.00	\$32.54	\$0.00	\$0.00
					\$29,290.00		\$28,820.00	\$27,768.50	\$0.00	\$0.00
									-100.00%	-100.00%

DRY GROVE RD
SEC. 07-15000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENCHMARK BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's CRSS-2	On Road	Gallon	45,000	\$1.85	\$83,250.00	\$1.49	\$1.48	\$1.50	\$0.00	\$0.00
Cover Coat Agg CA-14	Furn & Spread	Ton	425	\$30.00	\$12,750.00	\$17.40	\$22.00	\$20.15	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Furn & Spread	Ton	1,200	\$28.00	\$33,600.00	\$16.60	\$20.00	\$19.20	\$0.00	\$0.00
					\$129,600.00		\$99,950.00	\$99,103.75	\$0.00	\$0.00
									-100.00%	-100.00%

FUNKS GROVE RD
SEC. 07-17000-00-GM GR 1

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENCHMARK BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's PG 48-28	On Road	Gallon	6,000	\$2.40	\$14,400.00	\$2.58	\$2.25	\$2.33	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Furn & Spread	Ton	230	\$27.00	\$6,210.00	\$33.00	\$29.00	\$27.71	\$0.00	\$0.00
					\$20,610.00		\$20,170.00	\$20,353.30	\$0.00	\$0.00
									-100.00%	-100.00%

GRIDLEY RD
SEC. 07-18000-00-GM GR 1A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENCHMARK BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's PG 48-28	On Road	Gallon	7,500	\$2.50	\$18,750.00	\$2.34	\$2.29	\$2.37	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	25,000	\$0.40	\$10,000.00	\$0.28	\$0.27	\$0.29	\$0.00	\$0.00
					\$28,750.00		\$23,925.00	\$23,025.00	\$0.00	\$0.00
									-100.00%	-100.00%

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 14, 2007

GRIDLEY RD
SEC. 07-18000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	STEFFENS	ROWE	GENERAL MATERIALS	GRAYS
Bit Malt's CRS-2	On Road	Gallon	25,500	\$1.85	\$47,175.00	\$1.49	\$1.47	\$1.50	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	59,300	\$0.18	\$10,674.00	\$0.11	\$0.10	\$0.15	\$0.00	\$0.00
					\$57,849.00	\$44,518.00	\$43,415.00	\$8,895.00	\$0.00	\$0.00
						-23.04%	-24.95%	-18.50%	-100.00%	-100.00%

HUDSON RD
SEC. 07-19000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	STEFFENS	ROWE	GENERAL MATERIALS	GRAYS
Bit Malt's CRS-2	On Road	Gallon	19,300	\$1.85	\$35,505.00	\$1.49	\$1.48	\$1.54	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	45,750	\$0.20	\$9,150.00	\$0.11	\$0.10	\$0.15	\$0.00	\$0.00
					\$43,005.00	\$32,299.50	\$31,659.00	\$6,882.50	\$0.00	\$0.00
						-24.89%	-26.39%	-18.51%	-100.00%	-100.00%

LAWNDALE RD
SEC. 07-20000-00-GM GR 17

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	STEFFENS	ROWE	GENERAL MATERIALS	GRAYS
Bit Malt's CRS-2	FOB Twp Shed	Gallon	31,200	\$1.50	\$46,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$46,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						-100.00%	-100.00%	-100.00%	-100.00%	-100.00%

EMULSICOAT		
BID CHECK	TOTAL	%
\$1.39	\$43,368.00	-7.33%

LEXINGTON RD
SEC. 07-21000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	STEFFENS	ROWE	GENERAL MATERIALS	GRAYS
Bit Malt's Pt Cl (MC-30)	On Road	Gallon	4,400	\$5.00	\$22,000.00	\$2.50	\$2.44	\$2.52	\$0.00	\$0.00
Bit Malt's PG 46-28	On Road	Gallon	12,100	\$2.15	\$26,015.00	\$2.00	\$2.19	\$2.03	\$0.00	\$0.00
Bit Malt's CRS-2	On Road	Gallon	14,800	\$1.85	\$27,010.00	\$1.49	\$1.55	\$1.59	\$0.00	\$0.00
Cover Ct Agg CA-14 (Gravel Only)	Furn & Spread	Ton	875	\$30.00	\$26,250.00	\$23.35	\$21.50	\$22.32	\$0.00	\$0.00
Seal Ct Agg CA-15/16 (Gravel Only)	Furn & Spread	Ton	119	\$28.00	\$3,080.00	\$22.35	\$21.00	\$31.82	\$0.00	\$0.00
					\$104,355.00	\$79,843.76	\$80,987.50	\$81,855.20	\$0.00	\$0.00
						-23.49%	-22.39%	-21.52%	-100.00%	-100.00%

EMULSICOAT		
BID CHECK	TOTAL	%
\$1.39	\$43,368.00	-7.33%

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 14, 2007

MARTIN RD
SEC. 07-23000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENJACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS BID CHECK	GRAYS
Bit Malls CRS-2	On Road	Gallon	18,500	\$1.85	\$34,225.00	\$1.49	\$1.47	\$1.54	\$1.50	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	42,000	\$0.18	\$7,740.00	\$0.11	\$0.10	\$0.15	\$0.13	\$0.00
					\$41,965.00		\$31,455.00	\$34,940.00	\$33,340.00	\$0.00
										-20.55%
										-24.95%
										-16.74%

MONKEY CREEK RD
SEC. 07-23000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENJACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malls P-Cl (MC-30)	On Road	Gallon	3,300	\$5.00	\$16,500.00	\$2.50	\$2.58	\$3.10	\$0.00	\$0.00
Bit Malls PG 46-28	On Road	Gallon	11,700	\$2.15	\$25,155.00	\$2.00	\$2.12	\$2.07	\$0.00	\$0.00
Cover Cl Agg CA-14 (Gravel Only)	Furn & Spread	Ton	200	\$30.00	\$6,000.00	\$25.50	\$23.00	\$26.78	\$0.00	\$0.00
Seal Cl Agg CA-15/16 (Gravel Only)	Furn & Spread	Ton	225	\$28.00	\$6,300.00	\$24.50	\$23.00	\$26.44	\$0.00	\$0.00
					\$53,955.00		\$43,093.00	\$15,754.00	\$0.00	\$0.00
										-15.20%
										-20.13%
										-21.67%

MOUNT HOPE RD
SEC. 07-24000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENJACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malls CRS-2	On Road	Gallon	30,000	\$1.85	\$55,500.00	\$1.49	\$1.51	\$1.53	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Furn & Spread	Ton	1,000	\$28.00	\$28,000.00	\$16.15	\$20.10	\$16.52	\$0.00	\$0.00
					\$83,500.00		\$65,400.00	\$82,420.00	\$0.00	\$0.00
										-21.68%
										-25.25%

NORMAL RD
SEC. 07-25000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENJACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malls CRS-2	On Road	Gallon	13,000	\$1.85	\$24,050.00	\$1.49	\$1.52	\$1.55	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	32,500	\$0.18	\$5,850.00	\$0.13	\$0.15	\$0.16	\$0.00	\$0.00
					\$29,900.00		\$24,535.00	\$25,350.00	\$0.00	\$0.00
										-17.81%
										-15.22%

OLD TOWN RD
SEC. 07-26000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENJACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malls PG 46-28	On Road	Gallon	23,000	\$2.15	\$49,450.00	\$2.00	\$1.99	\$1.98	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Furn & Spread	Ton	900	\$28.00	\$25,200.00	\$20.75	\$25.00	\$23.18	\$0.00	\$0.00
					\$74,650.00		\$68,270.00	\$66,402.00	\$0.00	\$0.00
										-8.55%
										-11.05%
										-100.00%

MCLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 14, 2007

RANDOLPH RD		SEC. 07-27000-00-GM GR 2		ENGINEERS ESTIMATE		BENCHMARK BID BOND		STEFFENS BID CHECK		ROWE BID BOND		GENERAL MATERIALS		GRAYS	
ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bill Malt's CRS-2	On Road	Gallon	21,200	\$1.85	\$39,220.00	\$1.49	\$31,598.00	\$1.52	\$32,224.00	\$1.55	\$32,860.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coal Agg CA-15/16	Furn & Spread	Ton	750	\$24.00	\$18,000.00	\$16.15	\$12,112.50	\$21.00	\$15,750.00	\$15.50	\$11,625.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$57,220.00	\$43,700.50	\$47,974.00	\$47,974.00	\$47,974.00	\$44,485.00	\$44,485.00	\$0.00	\$0.00	\$0.00	\$0.00
						-23.65%	-18.16%			-22.26%					

TOWANDA RD		SEC. 07-28000-00-GM GR 2		ENGINEERS ESTIMATE		BENCHMARK BID BOND		STEFFENS BID CHECK		ROWE BID BOND		GENERAL MATERIALS		GRAYS	
ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bit Malt's PG 46-28	On Road	Gallon	24,600	\$2.15	\$52,890.00	\$2.00	\$49,200.00	\$1.98	\$49,708.00	\$1.97	\$48,462.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coal Agg CA-15/16	Furn & Spread	Ton	950	\$27.00	\$25,650.00	\$20.25	\$19,237.50	\$19.00	\$18,050.00	\$17.59	\$16,710.50	\$0.00	\$0.00	\$0.00	\$0.00
					\$78,540.00	\$68,437.50	\$66,758.00	\$66,758.00	\$66,758.00	\$65,172.50	\$65,172.50	\$0.00	\$0.00	\$0.00	\$0.00
						-12.86%	-15.00%			-17.02%					

WEST RD		SEC. 07-29000-00-GM GR 2A		ENGINEERS ESTIMATE		BENCHMARK BID BOND		STEFFENS BID CHECK		ROWE BID BOND		GENERAL MATERIALS		GRAYS	
ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bit Malt's Pt Cl (MC-30)	On Road	Gallon	2,000	\$5.00	\$10,000.00	\$2.75	\$5,500.00	\$4.25	\$8,500.00	\$3.23	\$6,460.00	\$0.00	\$0.00	\$0.00	\$0.00
Bit Malt's CRS-2	On Road	Gallon	10,150	\$1.85	\$18,777.50	\$1.49	\$15,123.50	\$1.80	\$18,240.00	\$1.59	\$16,198.50	\$0.00	\$0.00	\$0.00	\$0.00
Cover Cl Agg CA-14	Load & Spread	Sq Yd	9,424	\$0.40	\$3,769.60	\$0.24	\$2,261.76	\$0.14	\$1,319.36	\$0.27	\$2,544.48	\$0.00	\$0.00	\$0.00	\$0.00
Seal Cl Agg CA-15/16	Load & Spread	Sq Yd	9,700	\$0.18	\$1,746.00	\$0.22	\$2,134.00	\$0.16	\$1,552.00	\$0.24	\$2,328.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$34,293.10	\$25,019.26	\$27,611.36	\$27,611.36	\$27,611.36	\$27,470.98	\$27,470.98	\$0.00	\$0.00	\$0.00	\$0.00
						-27.04%	-19.48%			-19.89%					

YATES RD		SEC. 07-31000-00-GM GR 2		ENGINEERS ESTIMATE		BENCHMARK BID BOND		STEFFENS BID CHECK		ROWE BID BOND		GENERAL MATERIALS		GRAYS	
ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bill Malt's CRS-2	On Road	Gallon	24,300	\$1.85	\$44,550.00	\$1.49	\$36,207.00	\$1.46	\$35,478.00	\$1.48	\$35,964.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coal Agg CA-15/16	Furn & Spread	Ton	800	\$23.00	\$18,400.00	\$17.05	\$13,640.00	\$19.25	\$15,400.00	\$16.41	\$13,128.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$63,355.00	\$49,847.00	\$50,878.00	\$50,878.00	\$50,878.00	\$49,092.00	\$49,092.00	\$0.00	\$0.00	\$0.00	\$0.00
						-21.32%	-19.69%			-22.51%					

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 6, 2007, for a letting held on February 27, 2007 for McLean County 2007 MFT Maintenance Sections and McLean County & one (1) Road District 2007 Non-MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on March 6, 2007, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials:

2007 MFT MAINTENANCE SECTIONS:

Osburn Associates, Inc, PO Box 912, Logan, Ohio 43138, was the successful bidder on the following section:

McLean CountySec 07-00000-00-GMGR 11 @ \$33,818.65

Sherwin Industries, Inc. 2129 W Morgan Ave, Milwaukee, WI 53221, was the successful bidder on the following section:

McLean CountySec 07-00000-00-GMCrack Sealer @ \$22,897.00

2007 Non-MFT MAINTENANCE SECTIONS:

McLean CountySec 2007 Non-MFTGR 9

The successful bidders on the above section were:

McLean County Asphalt Co, Inc,@ \$20,400.00
1100 W Market St, Bloomington, IL 61701

Rowe Construction Co, a Div of RA Cullinan & Son, Inc@ \$22,000.00
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609

McLean County Asphalt Co, Inc, 1100 W Market St, Bloomington, IL 61701, was the successful bidder on the following section:

McLean CountySec 2007 Non-MFTGR 10 @ \$50,300.00

Rowe Construction Co, a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609, was the successful bidder on the following section:

McLean CountySec 06-00140-03-SMArrowsmith Rd (CH 15)
@ \$279,904.67

Opperman Construction Co, 16535 N 1650 East Rd, Pontiac, IL 61764, was the successful bidder on the following section:

Old Town RDSec 2004 Old Town Non-MFT Culvert @ \$302,427.00

Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on March 20, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20th day of March A.D., 2007.

[SEAL}

County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 27, 2007

McLEAN COUNTY
2007 NON-MFT GR 10

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ROWE	McLEAN CO. ASPHALT	HJ EPPEL
Biturubous Materials (Prime Coat)	On Road	Gallon	300	\$4.00	\$1,200.00	\$0.00	\$5.50	\$0.00
Incidental Hot Mix Asphalt Surface (Intermittent Overlay)	On Road	Ton	300	\$80.00	\$40,000.00	\$0.00	\$90.00	\$0.00
Incidental Hot Mix Asphalt Surface (Frac)	On Road	Ton	100	\$100.00	\$10,000.00	\$0.00	\$98.50	\$0.00
					\$91,200.00	\$0.00	\$80,300.00	\$0.00
						-100.00%	-1.78%	-100.00%

McLEAN COUNTY
SEC. 06-00140-03-SM (NON-MFT)

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ROWE	HJ EPPEL
Leveling Binder (Machine Method) NS0		Ton	500	\$80.00	\$40,000.00	\$77.85	\$71.70
Hot Mix Asphalt Surface Course Mix "C" NS0		Ton	2050	\$78.00	\$159,900.00	\$62.60	\$71.00
Bituminous Materials (Prime Coat)		Gallon	900	\$2.00	\$1,800.00	\$1.84	\$4.57
Aggregate (Prime Coat)		Ton	30	\$25.00	\$750.00	\$0.01	\$0.01
Hot Mix Asphalt Surface Removal-Butt Joint		Sq Yd	244	\$3.00	\$732.00	\$19.48	\$9.25
Ara Reflective Crack Control Treatment-System A		Sq Yd	16469	\$49.407	\$817,000.00	\$2.00	\$1.21
Incidental Hot Mix Asphalt Surfacing		Ton	75	\$100.00	\$7,500.00	\$76.73	\$88.00
Aggregate Wedge Shoulder Type B		Ton	1000	\$25.000	\$25,000.00	\$0.01	\$29.50
Earth Excavation		Cu Yd	305	\$15.00	\$4,575.00	\$18.15	\$18.00
Furnish Excavation		Cu Yd	70	\$23.00	\$1,610.00	\$20.00	\$22.75
Aggregate Base Course Type B 8"		Sq Yd	803	\$23.00	\$18,669.00	\$20.39	\$12.99
Hot Mix Asphalt Base Course 4"		Sq Yd	385	\$45.00	\$17,325.00	\$31.61	\$28.00
Combination Curb & Gutter Removal		Foot	232	\$15.00	\$3,480.00	\$10.09	\$12.00
Combination Concrete Curb & Gutter Type M-6.19		Foot	345	\$45.00	\$15,525.00	\$33.45	\$35.00
Manholes Type A, 6" Diameter, Type 3 Frame & Gate		Each	1	\$2,500.00	\$2,500.00	\$3,670.82	\$4,200.00
Precasted Galv Corr Sheet Culvert Pipe Type 1 EORS 48"		Foot	130	\$150.00	\$19,500.00	\$127.73	\$81.00
Raised Reflective Pavement Markers		Each	267	\$30.00	\$8,010.00	\$0.01	\$81.00
				\$37,642.00	\$279,904.67	\$2.67	\$307,099.59
						-25.88%	-20.27%

MCLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 27, 2007

OLD TOWN RD
2004 OLD TOWN NON-HFT CULVERT (2000E)

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE		STACK		ROWE		OPERMAN		MCLEAN CO. ASPHALT	
					TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
Earth Exc		Cu Yd	4,751	\$18.00	\$78,016.00	\$10.50	\$49,885.50	\$10.00	\$47,510.00	\$8.00	\$38,008.00	\$0.00	\$0.00	
Fun Exc		Cu Yd	1,425	\$9.00	\$12,825.00	\$7.15	\$10,258.75	\$10.00	\$14,250.00	\$8.00	\$11,400.00	\$0.00	\$0.00	
Tossall Exc & Placement		Cu Yd	1,439	\$16.00	\$23,024.00	\$11.00	\$15,828.00	\$13.50	\$19,428.50	\$10.00	\$14,390.00	\$0.00	\$0.00	
Trench Backfill		Cu Yd	80	\$30.00	\$2,400.00	\$25.00	\$2,000.00	\$33.49	\$2,679.80	\$28.00	\$2,240.00	\$0.00	\$0.00	
Erosion Control Blanket		Sq Yd	939	\$9.00	\$8,451.00	\$1.75	\$1,642.25	\$1.65	\$1,548.75	\$2.20	\$2,065.80	\$0.00	\$0.00	
Tamp Seed, C1 7		Lbs	330	\$5.00	\$1,650.00	\$3.45	\$1,138.50	\$3.86	\$1,273.80	\$4.50	\$1,485.00	\$0.00	\$0.00	
Seed C1 2		Ac	2.8	\$14,000.00	\$39,200.00	\$900.00	\$2,520.00	\$1,047.50	\$2,933.75	\$1,500.00	\$4,200.00	\$0.00	\$0.00	
Mulch Main 2		Ac	2.8	\$800.00	\$2,240.00	\$25.00	\$70.00	\$2.21	\$6.188	\$1.40	\$3,900.00	\$0.00	\$0.00	
Nitrogen Fertilizer Nutrient		Lbs	250	\$1.50	\$375.00	\$3.10	\$775.00	\$2.21	\$552.50	\$1.40	\$350.00	\$0.00	\$0.00	
Phosphorus Fertilizer Nutrient		Lbs	250	\$1.50	\$375.00	\$3.10	\$775.00	\$2.21	\$552.50	\$1.40	\$350.00	\$0.00	\$0.00	
Potassium Fertilizer Nutrient		Lbs	250	\$1.50	\$375.00	\$3.10	\$775.00	\$2.21	\$552.50	\$1.40	\$350.00	\$0.00	\$0.00	
Tamp Ditch Checks		Lbs	250	\$1.50	\$375.00	\$3.10	\$775.00	\$2.21	\$552.50	\$1.40	\$350.00	\$0.00	\$0.00	
Penetrater Erosion Barrier		Ea	31	\$100.00	\$3,100.00	\$275.00	\$8,525.00	\$64.97	\$2,015.07	\$140.00	\$4,340.00	\$0.00	\$0.00	
Intal & Pipe Prod		Ft	1,650	\$4.00	\$6,600.00	\$3.50	\$5,825.00	\$4.13	\$6,853.50	\$3.00	\$4,950.00	\$0.00	\$0.00	
Stone Rip Rap C1 C4		Sq Yd	3	\$100.00	\$300.00	\$150.00	\$450.00	\$102.46	\$307.38	\$250.00	\$750.00	\$0.00	\$0.00	
Stone Rip Rap C1 C3		Sq Yd	35	\$90.00	\$3,150.00	\$70.00	\$2,450.00	\$85.16	\$2,980.60	\$55.00	\$1,925.00	\$0.00	\$0.00	
Sub-Base Gran Matl Ty B		Sq Yd	60	\$90.00	\$5,400.00	\$85.00	\$5,100.00	\$91.22	\$5,473.20	\$55.00	\$3,300.00	\$0.00	\$0.00	
Geotechnical Fabric for Rip Rap		Sq Yd	80	\$2.00	\$1,600.00	\$2.00	\$1,600.00	\$13.73	\$1,098.40	\$2.50	\$200.00	\$0.00	\$0.00	
Agg Sand Case Ty B		Ton	430	\$20.00	\$8,600.00	\$18.00	\$7,740.00	\$15.66	\$6,733.80	\$19.50	\$8,385.00	\$0.00	\$0.00	
Agg Sand Case Ty B		Sq Yd	615	\$1.50	\$922.50	\$1.60	\$984.00	\$2.33	\$1,422.45	\$2.00	\$1,230.00	\$0.00	\$0.00	
Agg Sand Case Ty B		Ton	35	\$30.00	\$1,050.00	\$25.00	\$875.00	\$27.27	\$954.45	\$25.00	\$875.00	\$0.00	\$0.00	
Agg Sand Case Ty B		Ton	4,800	\$20.00	\$96,000.00	\$18.00	\$86,400.00	\$17.73	\$85,104.00	\$18.00	\$86,400.00	\$0.00	\$0.00	
Agg Sand Case Ty B		Ton	515	\$25.00	\$12,875.00	\$19.00	\$9,785.00	\$21.18	\$10,907.70	\$18.00	\$9,270.00	\$0.00	\$0.00	
Agg Temp Access		Ton	40	\$30.00	\$1,200.00	\$30.00	\$1,200.00	\$0.71	\$28.28	\$22.00	\$880.00	\$0.00	\$0.00	
Prep of Surf		Sq Yd	6,650	\$1.50	\$9,975.00	\$1.20	\$7,980.00	\$0.71	\$4,721.50	\$0.54	\$3,591.00	\$0.00	\$0.00	
Bit Matl (Frm C1 M/C-30)		Gal	2,735	\$3.00	\$8,205.00	\$2.15	\$5,880.25	\$3.50	\$9,572.50	\$2.80	\$7,656.00	\$0.00	\$0.00	
Bit Matl Cover & Seal C1		Gal	6,150	\$2.50	\$15,375.00	\$2.15	\$13,222.50	\$3.50	\$21,525.00	\$2.80	\$17,220.00	\$0.00	\$0.00	
Cover C1 Agg C/A-1		Ton	150	\$55.00	\$8,250.00	\$39.00	\$5,895.00	\$40.39	\$6,045.00	\$33.00	\$4,965.00	\$0.00	\$0.00	
Seal C1 Agg C/A-16		Ton	65	\$90.00	\$5,850.00	\$66.00	\$4,290.00	\$37.27	\$2,422.55	\$38.00	\$2,470.00	\$0.00	\$0.00	
Pipe Culv, Ty 1, Precast GAW CSCP - 24"		Ft	85	\$30.00	\$2,550.00	\$80.00	\$6,800.00	\$91.80	\$7,758.00	\$55.00	\$4,675.00	\$0.00	\$0.00	
Pipe Culv, Ty 2, Precast GAW CSCP - 36"		Ft	63	\$70.00	\$4,410.00	\$110.00	\$6,930.00	\$196.33	\$12,477.00	\$200.00	\$12,600.00	\$0.00	\$0.00	
Pipe Culv, Ty 2, Precast GAW CSCP - 84"		Ft	88	\$280.00	\$24,640.00	\$310.00	\$27,280.00	\$285.35	\$25,107.80	\$250.00	\$22,000.00	\$0.00	\$0.00	
Metal End Sec - 24"		Ea	2	\$350.00	\$700.00	\$465.00	\$930.00	\$910.07	\$1,820.14	\$500.00	\$500.00	\$0.00	\$0.00	
Metal End Sec - 36"		Ea	1	\$500.00	\$500.00	\$855.00	\$855.00	\$910.07	\$910.07	\$500.00	\$500.00	\$0.00	\$0.00	
Metal End Sec - 84"		Ea	2	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,178.50	\$5,178.50	\$4,800.00	\$4,800.00	\$0.00	\$0.00	
NH Ty A, 5' Dia (Spil) Ty 9		Ea	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,123.08	\$2,123.08	\$3,500.00	\$3,500.00	\$0.00	\$0.00	
Renn Ex Str No 1		Ea	1	\$4,000.00	\$4,000.00	\$4,600.00	\$4,600.00	\$3,165.13	\$3,165.13	\$1,500.00	\$1,500.00	\$0.00	\$0.00	
Renn Ex Str No 2		Ea	1	\$10,000.00	\$10,000.00	\$11,200.00	\$11,200.00	\$6,330.23	\$6,330.23	\$3,600.00	\$3,600.00	\$0.00	\$0.00	
Total Control Complete		L. Sum	1	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	
					\$398,342.50		\$341,107.25		\$341,178.28		\$302,427.00		\$0.00	
							-12.39%		-11.50%		-22.32%		-100.00%	

ROAD UPGRADE AND MAINTENANCE

This ROAD UPGRADE AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2007 by and among McLean County, an Illinois County (the "County"), White Oak Energy LLC, (the "Developer"). The Developer 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 the Developer's contractors, sub-contractors, agents, employees, suppliers and designees.

RECITALS

WHEREAS, The Developer is in the process of developing a wind-powered electric energy generating facility (the "Project") in McLean County, Illinois and has submitted an 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, 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 Developer and the Developer's Representative(s) 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 the Developer and the County reach an agreement to address the majority of issues that will arise in a project of this size, and

WHEREAS, the Developer has 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, the Developer 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 3D herein, and any other County Highway used by the Developer, the 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. The Developer, White Oak Energy LLC, agrees to undertake the following activities in accordance with the terms of this Agreement:

- A. Within five (5) business days following the award of any contract by the County for the improvements to the County Highways in accordance with Section 5 and Exhibit B for which a Notice to Proceed has been given pursuant to Section 1. T. and not withdrawn, the Developer shall pay McLean County Highway Department for the costs of the improvements contained in the bid accepted by the County ("bid cost"). For purposes of this Agreement, "commencement of construction" shall mean construction by the Developer or the Developer's Representative(s) 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.

The Parties acknowledge the costs set forth in Exhibit B are estimates. Upon final payment by the County to its contractor for each improvement for which a contract was awarded, the County

shall compare the actual cost with the bid cost. The County shall provide the Developer with a statement of the final actual costs. In the event the actual costs for the improvements were greater than the bid cost payment made by the Developer, the Developer shall reimburse the County for those additional costs. In the event the actual costs for the improvements were less than the bid cost payment made by the Developer, the County shall reimburse the Developer for those overpaid costs.

- B. If Developer obtains all required governmental approvals, finds an acceptable market for the power from the project, and elects to proceed with the Project, Developer shall 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 the Developer or the Developer's 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 Developer or the Developer's 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, the Developer 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 the Developer or the Developer's 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 and a single Letter of Credit in accordance with Section 6;
- P. Notify all relevant parties identified under Section 4 of any temporary road closures.
- Q. At the commencement of construction 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.
- R. Obtain easements and other land rights needed to fulfill the Developer's obligations under this Agreement.
- S. Agree that the County shall design all road upgrades in accordance with the IDOT Bureau of Local Roads and Streets Manual.
- T. Provide written Notice to Proceed to the County by December 31 of each year, which notice shall identify the roads to be upgraded during the following year. The Notice to Proceed may be

withdrawn at any time by the Developer prior to the County's advertisement of the notice of bids. In the event the Developer elects to withdraw the Notice to Proceed, the Developer agrees to pay the County for its actual reasonable costs incurred related to the subject improvements following the receipt of the Notice to Proceed through receipt of the notice of withdrawal.

- 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 to the reasonable satisfaction of the County Engineer on County roads covered by this Agreement that become aggregate surface roads.
- W. Anywhere this Agreement obligates the Developer to make a payment, except as called for in Section 1A, said payment shall be made directly to the McLean County Highway Department within 21 days of receipt of an invoice, containing such detail as the Developer may reasonably request, from McLean County Highway Department. Such payments shall be made, at the Developer's discretion, by check or wire transfer of immediately available funds.
- X. Keep all County Highways used by the developer clear, by removing all mud, dirt, dust and spilled or tracked material.

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 the Developer and waive overweight permit fees for loads with axle weights of 18,000 pounds or less from April 15 to January 15. Issue permits during the spring posting period, between January 15th and April 15th when conditions warrant;

- E. Coordinate with the Developer and the Developer's 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 the Developer 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 Bureau of Local Road and Streets 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.
- L. One week prior to advertisement of bids, notify the Developer of its intent to advertise notice of bids.

A. Road Inventory

1. Pre-Construction Inventory

The Parties, prior to the commencement of construction, shall jointly perform a survey to record the condition of the pavement surface of the County Highways listed in Exhibit 'B'. For County Highway 39 this survey shall be performed no later than ten (10) days prior to the start of any pre-construction upgrade. For County Highway 12, the survey shall be done no later than ten (10) days prior to the start of use by the the Developer and the Developer's Representative(s). 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 reasonably determines 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 Developer 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 construction 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, cracking or other damage 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 standards provided in the IDOT Bureau of Local Roads and Streets Manual. The cost of these repairs or improvements shall be paid by the Developer or from the escrow account.

B. Routing and Access Approval

As soon as practical and as necessary throughout the construction of the Project, the Developer 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.

C. Revisions

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.

D. 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 the Developer or the Developer's 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, the Developer 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, the Developer 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, the Developer 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, the County and the Developer shall meet regularly to disclose and discuss Project activities, including anticipated material and equipment deliveries, crane crossings, 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 the Developer.

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 the Developer or the Developer's Representative(s), the County will invoice the Developer for such cost and the Developer shall make payment to the County therefore.

Section 6. Escrow Account and Letter of Credit

- A. Once the Developer has elected to proceed with the Project in accordance with Section 1 B, then not more than two days following receipt of the notice of intent by the County to advertise the first bid for road upgrades identified on Exhibit B that are subject to this Agreement, the Developer shall establish an escrow account in the amount of \$500,000.00 (the "Escrow Account"). The Escrow Account shall be used to pay for expenses incurred for the upgrade and/or repair of the County Highways in accordance with the terms of this Agreement in the event the Developer does not otherwise pay the costs thereof. The Escrow Account shall be established at a bank doing business within McLean County selected by the Developer. Within forty-five days of the execution of this Agreement by the Parties, or such later date as the Parties may agree, 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. The Developer shall be responsible for making additional deposits in the Escrow Account in order to maintain the original minimum balance provided however, that the aggregate amount (including the initial balance) the Developer shall be required to deposit shall not in any event exceed \$11,000,000.00. At the same time the Escrow Account is established, the Developer shall also provide 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 to the extent that sufficient funds are not available in the Escrow Account to pay for the Developer's 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 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 the Developer is 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 the Developer is 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. The Developer 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 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 the Developer in writing of the work to be done.
- b. The contract shall be let by the County. Payment shall be made by the Developer 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 the Developer 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 Developer 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 the Developer agrees, the County or County's contractor shall perform the repair in the time framework specified and recover its costs from the Developer or the Escrow Account.
 - c. If the Developer disagrees, the County and the Developer will in good faith attempt to resolve the dispute and shall involve Farnsworth Group 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 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, the 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 the Developer 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 the Developer or the Developer's 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 by the Developer or from the Escrow Account. The County shall photograph, videotape and otherwise document the conditions and make all such documentation available to the Developer. 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 the Developer, the County will reimburse the Escrow Account for amounts withdrawn to fund the repair if any.

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

- A. Indemnification by the Developer. The Developer 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 the Developer of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the Developer hereby releases 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 Developer, 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 Developer and their members, officers, directors, contractors, subcontractors, employees

and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively "the Developer Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Developer 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 Developer Releasees and agrees to indemnify and hold harmless the Developer 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.

- C. Limitations of Liability. In no event shall the Developer 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.
- D. Required Insurance. The Developer 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 Developer 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. White Oak Energy LLC hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of White Oak Energy LLC. 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).

Developer:

White Oak Energy LLC
Attn: Project Manager
One South Wacker Dr., Suite 220
Chicago, IL 60606
Phone: (312) 224-1400
Fax: (312) 224-1444

McLean County

McLean County Engineer
102 S. Towanda-Barnes Road
Bloomington, IL 61704
Phone: (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 telecopy 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.
- J. Termination. The Developer shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the County of its intent to terminate this Agreement. In the event such termination occurs, the Escrow Account and Letter of Credit shall remain in place as follows, rather than the date specified in Section 6. B. of this Agreement.

In the event such termination occurs prior to the date that the Developer has issued the first Notice to Proceed pursuant to Section 1T of this Agreement, then notwithstanding anything herein to the contrary the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if any) shall be returned to the Developer and the Developer shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to the commencement of construction of the Project but after the Developer has issued the first Notice to Proceed and prior to the County awarding any bids for road work hereunder, the Developer agrees to pay the County for its actual reasonable costs incurred related to the subject improvements following the receipt of the Notice to Proceed through the date of termination. Upon payment by the Developer to the County for such costs, the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if

any) shall be returned to the Developer and the Developer shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to the commencement of construction of the Project, but after the County has commenced road work hereunder pursuant to a bid accepted by the County (the bid costs of which were paid by the Developer), then the County shall complete such road work. Upon final payment for such road work by the County to its contractor, if the bid costs paid by Developer (i) are less than the actual final costs paid by the County then the Developer shall reimburse the County for such difference (the "Final Developer Payment") or (ii) are greater than the actual costs to be paid by the County for such work, then the County shall reimburse the Developer for such difference. Upon payment by the Developer of the Final Payment to the County, the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if any) shall be returned to the Developer and the Developer shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to "commencement of commercial operations of the Project", the Escrow Account and Letter of Credit shall remain in place until a date two years after the date on which the Developer's construction activities have ceased.

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

WHITE OAK ENERGY LLC

By: Kevin B. Smith
Vice President

THE COUNTY OF McLEAN

By: Michael F. Sweeney
Chairman, McLean County Board

ATTEST:

Peggy Ann Milton, McLean County Clerk

Y:\hug\documents\windfarm\white Oak Energy Road Use Agreement Feb 2307



DISASTER ASSISTANCE APPLICATION

Application Identification

Federal Disaster Number: EM-3134-IL Declaration Date: 11/30/06 to 12/3/06
 CFDA Number: 83.544 Title: Public Assistance Grants

Applicant Information

Applicant's Name: McLean County Highway Department
 Street Address: 102 S. Towanda Barnes Road
 City, State, Zip Code (nine-digit): Bloomington, IL 61704
 Federal Employer Identification Number (FEIN): 37-6001569
 Fiscal Year Start Date: January 1
 Public Assistance ID Number: _____

Designation of Applicant's Agent

Agent's Name and Title: John E. Mitchell, County Engineer
 Agent's Organization: McLean County Highway Department
 Street Address: 102 SW Towanda Barnes Rd.
 City, State, Zip Code (nine-digit): Bloomington, IL 61704
 Work Phone #: (309) 663-9445 Fax Phone #: (309) 662-8038

Type of Applicant

- | | |
|------------------------------------|--------------------------------|
| A State Government | F Higher Education Institution |
| B County Government | G Indian Tribe |
| C Township/City/Village Government | H Private, Non-Profit |
| D School District | I Other (Specify) _____ |
| E General Purpose District | |

Enter Appropriate Letter B

Signatures

Applicant's Authorized Representative: _____ Governor's Authorized Representative: _____
 Signature Michael F. Sweeney Date _____ Signature _____ Date _____
Chairman, McLean County Board

Instructions for completing the State of Illinois Disaster Assistance Application

- Purpose* The purpose of this form is to make an initial request for Disaster Assistance from the State of Illinois and designate an Applicant's Agent.
- Applicant's Agent* In accordance with State and local law, the chief executive officer (CEO) for the Applicant may designate an Applicant's Agent to act as the Applicant's representative for transactions involving Public Assistance projects and funds.
- General* All items on the form must be completed by the Applicant and returned to the Illinois Emergency Management Agency (IEMA). Incomplete forms will be returned to the Applicant.
-

Application Information

- Federal Disaster No.* Enter the four-digit Federal Disaster Number from the Disaster Fact Sheet. This number will usually be in the following format: FEMA-XXXX-DR-IL, where XXXX is the four-digit Federal disaster number.
- Declaration Date* Enter the Declaration Date from the Disaster Fact Sheet. This is the date the disaster was declared a major disaster by the President.

Applicant Information

- Applicant's Name* Enter the name of the Applicant organization or jurisdiction.
- Street Address* Enter the Applicant organization or jurisdiction street mailing address. This address should include any P.O. Box numbers necessary.
- City, State, Zip Code* Enter the City, State and nine-digit Zip Code for the Applicant organization or jurisdiction.
- FEIN* Enter the Federal Employer Identification Number (FEIN) for the Applicant organization or jurisdiction.
- Fiscal Year Start Date* Enter the date the applicant's fiscal year starts (e.g. 7/1 or July 1).
- Public Assistance ID No.* Enter the eight-digit Applicant's Public Assistance ID Number. This number will usually be in the following format: YYY-ZZZZZ, where YYY is the FIPS code for the county the Applicant is located within and ZZZZZ is the code for city or village the Applicant is located within.

Designation of Applicant's Agent

- Agent's Name and Title* Enter the full name and title of the Applicant's Agent.
- Agent's Organization* Enter the full name of the Agent's organization or jurisdiction. This may be different from the Applicant's name in some cases.
- Street Address* Enter the street mailing address for the Applicant's Agent. This address should include any apartment or P.O. Box numbers necessary.
- City, State, Zip Code* Enter the City, State and nine-digit Zip Code for the Applicant's Agent.
- Work Telephone No.* Enter the work telephone number of the Applicant's Agent, including the area code.
- Fax Telephone No.* Enter the fax telephone number for the Applicant's Agent, including the area code.
- Type of Applicant* Enter the letter for the type of applicant based on the choices shown.

Signatures

- Applicant's Authorized Representative* The applicant's authorized representative is the chief executive officer (CEO) for the Applicant. This person is typically the mayor, county board chairman, director, president, etc. that has the authority by State and/or local law to apply for disaster assistance and designate the Applicant's Agent for the subgrant.