

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

November 15, 2005

*Subject to approval at  
December 20, 2005  
County Board Meeting*



**Table of Contents**

	Page(s)
<b>Meeting Minutes Begin (November 15, 2005)</b> .....	<b>1</b>
<b>Consent Agenda</b> .....	<b>2-48</b>
Building and Zoning.....	5-14
Transfer Ordinance.....	15
Executive Committee.....	16
Finance Committee.....	17-27
Justice Committee.....	28-46
Reappointments.....	47-48
<b>Congratulations and Commendations</b> .....	<b>49-52</b>
<b>Executive Committee</b> .....	<b>53-172</b>
Ordinance – FY Appropriation and Budget and Five Year Capital Improvement Plan.....	53-54
Ordinance – 2005 Tax Levy.....	55-72
Resolution – FY 2006 Full-Time Equivalent Positions Resolution .....	73-74
Request – Publish FY 2006 Adopted Appropriation and Budget and 2005 Tax Levy Ordinances .....	74
Requests – Amending Enterprise Zone .....	75-172
<b>Property Committee</b> .....	<b>173-178</b>
Request – Janitorial and Paper supply Bids for 2006 Vendor List – Nursing Home.....	173-178
<b>Justice Committee</b> .....	<b>179-222</b>
Intergovernmental Agreements – McLean County – Bloomington and Normal – Sheriff’s Dept. ..	179-182
Intergovernmental Agreement – McLean County – Illinois State University – Sheriff’s Dept. ....	183-184
Amendment – Agreement McLean County/Sheriff/Airport Authority – Sheriff’s Dept. ....	185-187
Emergency Appropriation – FY 2005 – Livescan Identification Machine – Sheriff’s Dept. ....	188-193
Contracts – Livingston, Woodford, and Logan Counties – Lease of Space – Court Services .....	194-210
Resolution – Participation with State of Illinois Appellate Prosecutor’s Office.....	211
Contracts – Special Public Defenders – Public Defenders Office.....	212-222
<b>Land Use and Development Committee</b> .....	<b>222</b>
<b>Finance Committee</b> .....	<b>223-224</b>
Resolutions – Execute Deeds of Conveyance – Treasurer’s Office.....	223-224
<b>Transportation Committee</b> .....	<b>225</b>
<b>Report of the County Administrator</b> .....	<b>225</b>
<b>Other Business and Communication</b> .....	<b>225</b>
<b>Approval of Bills</b> .....	<b>226</b>
<b>Adjournment</b> .....	<b>227</b>

**November 15, 2005**

The McLean County Board met on Tuesday, November 15, 2005 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Dean and was followed by the Pledge of Allegiance.

**The following Members answered to roll call:**

Members Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Robert Nuckolls, and Michael Sweeney.

**The following Members were absent:**

Terry Baggett, Diane Bostic, and Duane Moss.

**Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed from the Consent Agenda. No requests were made at this time.

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, October 18, 2005
- B. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Request Approval of the Application in Case SU-05-18, Parcel (25) 35-02-200-002 for a Special Use to allow a Private Heliport Accessory to a single family Residence in the Agriculture District, on property which is located in Randolph Township at 16469 E 200 North Road, Heyworth, IL
    - b) Request Approval of the Application in Case SU-05-19, Parcel (02) 18-34-300-003 & 004 for a Special use to allow a Rural Home-based, off-premise Trucking Business in the A-Agriculture District, on property which is located in Anchor Township at 39166 E 1400 North Road, Saybrook, IL.
    - c) Request Approval of the Application in Case SU-05-20, parcel (25) 28-26-300-001 for a Special Use to allow a Single Family Residence in the Agriculture District on land undesirable for Agricultural uses, on property which is part of the Southwest ¼ of Section 26, Township 22N, Range 2E of the 3<sup>rd</sup> P.M., McLean County, IL, and is located in Randolph Township immediately east of 1600 East Road and approximately ½ mile north of 300 North Road.
    - d) Request Approval of the Application in Case ZA-05-04, parcel (31) 14-04-300-007 for a Map Amendment to change the Zoning Classification from A-Agriculture District to M-1 Restricted Manufacturing District on Property which is located in Normal Township Immediately west of 1425 East Road (Old U.S. Route 51) and approximately 1/3 mile north of Ziebarth Road (1900 North Road), Normal, IL
  - 2) Subdivision Cases:  
None
- C. Transfer Ordinances



- D. Other Resolutions, Contracts, Leases, Agreements, Motions
- 1) Executive Committee
    - a) Request Approval of Proclamation  
Declaring the Official Christmas Ornament  
For the Town of Normal, the City of  
Bloomington, and the County of McLean, Illinois
  - 2) Finance Committee
    - a) Request Approval of an Amendment to  
McLean County Revised Code, Chapter  
26, Food Service, and Chapter 28,  
Health and Sanitation – Health Department
    - b) Request Approval of a Lease  
Agreement between McLean County and  
Meadows Mennonite Retirement Home  
for the Addition of two new Buses  
d/b/a Show Bus
  - 3) Justice Committee
    - a) Request for Approval of Service Agreement with  
Paxton's Inc. for Typewriter Maintenance –  
Sheriff's Department
    - b) Request to Review Bids and Select Contractor  
For Chemical Agents to be used in the McLean  
County Jail Laundry and Dish Machine –  
Sheriff's Department
    - c) Request Approval of a Contract with  
Rev. Colleen Bennett for the provision of  
Chaplain Services for the McLean County Jail –  
Sheriff's Department
    - d) Request Approval of Letter of Understanding  
Between McLean County Board and the  
Regional Office of Education for McLean and  
DeWitt Counties for McLean County Jail  
Education Program – Sheriff's Department
    - e) Request Approval of Bid Award for Surveillance  
System for Law and Justice Center –  
Sheriff's Department 0029

E. Chairman's Appointments with the Advice and Consent of the County Board:

1) REAPPOINTMENTS:

**Public Aid Committee**

Mr. John Kline  
1007 Viola Drive  
Box 171  
LeRoy, IL 61752  
(Two-year term expiring November 30, 2007)

**Public Aid Committee**

Mr. Michael O'Grady  
412 N. McLean  
Hudson, IL 61748  
(Two-year term expiring November 30, 2007)

2) APPOINTMENTS:

None

3) RESIGNATIONS

None

F. Approval of Resolutions of Congratulations and Commendation

- 1) Request Approval of a Resolution of Congratulations to University High School Boys Golf Team During the 2005 Golf Season
- 2) Request Approval of a Resolution of Congratulations to University High School Girls Golf Team During the 2005 Golf Season
- 3) Request Approval of a Resolution of the McLean County Board in Recognition of the 15<sup>th</sup> Anniversary of the McLean County Community Compact

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Michael Brown in case SU-05-18, parcel (25) 35-02-200-002. He is requesting a special use to allow a private heliport accessory to a single family residence in the Agriculture District, on property which is part of the north ½ of Section 2, Township 21N, Range 2E of the 3<sup>rd</sup> P.M., McLean County, IL, and is located in Randolph Township at 16469 E 200 North Road, Heyworth, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on November 1, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The nine acre property is currently used as a single family residence. The property is gently sloping and hilly and drains to the center of the property and then to the west. The property has 1,005 feet of frontage on the south side of U.S. Highway 136, an asphalt road 24 feet in width.

**SURROUNDING ZONING AND LAND USE** – The property is surrounded by land in the Agriculture District. The land to the north and east is occupied by single family residences. The land to the south and west is in crop production.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant flies a personal helicopter for recreational use. The private heliport will be located to the west of the machine shed on a grassy area. The nearest power line is 300 feet to the east. The applicant claims the level of noise generated by this use will be less than a semi-tractor trailer that travels in front of this property on U.S. Highway 136. This facility is for private use and is not intended to be used by the public. The applicant has applied with the Federal Aviation Administration (FAA) for an approval of a private heliport landing area.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby property to the south and west that is currently used for crop production will continue to be desirable for such. The applicant indicated that he would not fly from dusk to dawn and would only use the helicopter for private use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 1005 feet of frontage on the south side of U.S. Highway 136.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the existing entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided the applicant obtains approval from the FAA for the proposed helipad.

Therefore this Board recommends that a special use be granted to allow a private heliport accessory to a single family residence in the Agriculture District provided the applicant obtains approval from the FAA for the proposed helipad on the property described above and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Kinsella was absent.

Respectfully submitted this 1st day of November 2005, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of David Roesch in case SU-05-19, parcel (02) 18-34-300-003 & 004. He is requesting a special use to allow a rural home-based off-premise trucking business in the A-Agriculture District, on property which is part of the southwest ¼ of Section 34, Township 24N, Range 6E of the 3<sup>rd</sup> P.M., McLean County, IL, and is located in Anchor Township at 39166 E 1400 North Road, Saybrook, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on November 1, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 20 acre property is currently occupied by single family residence and out buildings. Since the minimum acreage requirement of rural home based off-premise trucking business is 40 acres, the applicant will need to obtain an additional 20 acres. The property is gently sloping and drains to the south. The property has 740 feet of frontage on the north side of 1400 North Road, an oil and chip road 18 feet in width.

**SURROUNDING ZONING AND LAND USE** - The property is surrounded by land in the Agriculture District. The land to the north, south and west is used for crop production. The land to the east is used in part for crop production and in part is occupied by a single family residence.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is a truck driver and farmer. The applicant hauls grain, rock, lime, and other products with his trucks. The applicant applied for a special use permit in 2000 to be allowed to build a house in the Agriculture District on land that is undesirable for farming. The special use was granted and the applicant built his house in 2001. A Land Evaluation and Assessment (LESA) report was completed during the house special use. The applicant is not proposing to take any additional land out of crop production for the proposed use; therefore a LESA report is not required. The applicant currently has four trucks and four trailers. The applicant is requesting to allow a maximum of five trucks and five trailers to be operated from this property. The hours of operation will be from 6:00 AM to 6:00PM except in September and October when the hours will be 5:00 AM to 7:00 PM. The applicant indicated that he can purchase the necessary 20 acres of land from the property owner to the east if this special use is approved.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially**

**diminish property values in the immediate area.** This standard is met. The property is relatively large and is surrounded by land in the Agriculture District. The applicant established his dwelling and out buildings in the center of the tract so as not to affect the surrounding properties. There are two residences approximately 750 feet from this use and may be somewhat impacted by noise of the trucking activity. The applicant claims he intends to acquire an additional 20 acres of land from an adjoining land owner in order to have the required minimum of 40 acres for a rural home-based off-premise business.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The majority of the property will be in crop production and some of it will be in pasture. The surrounding properties that are in crop production will continue to be desirable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property is served by a private well and septic system approved by the County Health Department. The property has 740 feet of frontage on the north side of 1400 North Road. The applicant indicated that he enters and leaves his property from Route 9 which is located approximately ½ mile west of his drive way.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant will access the property from 1400 North Road. The applicant has received an entrance permit from the Anchor Township Road Commissioner and approval to use the township road for the trucking business.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the A-Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance provided a maximum of five trucks and five trailers are allowed on this property and the applicant obtains a minimum of 40 acres of land before operating the trucking business.

Therefore this Board recommends that a special use be granted to allow the establishment of a rural home-based off-premise trucking business in the A-Agriculture District on the above described property provided a maximum of five trucks and five trailers are allowed on this property and the applicant obtains a minimum of 40 acres of land before operating the trucking business and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Kinsella was absent.

Respectfully submitted this 1st day of November 2005, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Craig Allen and Julie Cowden in case SU-05-20, parcel (25) 28-26-300-001. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses, on property which is part of the southwest ¼ of Section 26, Township 22N, Range 2E of the 3<sup>rd</sup> P.M., McLean County, IL, and is located in Randolph Township immediately east of 1600 East Road and approximately ½ mile north of 300 North Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on November 1, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 9.5 acre property is in part in crop production and in part is wooded. The property is relatively flat and drains to the southwest. The property has approximately 310 feet of frontage on the east side of 1600 East Road, an oil and chip road 19 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the north is in crop production and pasture. The land to the east is wooded with a single family residence. The land to the south is in part in crop production and part is occupied by a single family residence. The land to the west is in part in crop production and in part wooded.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 99 out of 125 points. The site assessment score was 109 out of 175 points. The total LESA score was 208 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is sloping, partially wooded and not desirable for crop production. The applicants are proposing to locate their house on the wooded part of this property.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is part wooded and has poor soils. Nearby property that is currently used for crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The



subject parcel is partially wooded. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has approximately 310 feet of frontage on the east side of 1600 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicant has obtained an entrance permit from the Randolph Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the land is found to be undesirable for agricultural uses.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Kinsella was absent.

Respectfully submitted this 1st day of November 2005, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

FINDINGS OF FACT AND NO RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of City Beverage, LLC, in case ZA-05-04, parcel (31)-14-04-300-007. They are requesting a map amendment to change the zoning classification from A-Agriculture District to M-1 Restricted Manufacturing District on property which is part of Section 4, Township 24N, Range 2E of the 3<sup>rd</sup> P.M.; and is located in Normal Township immediately west of 1425 East Road (Old U.S. Route 51) and approximately 1/3 mile north of Ziebarth Road (1900 North Road), Normal, IL. Since this property is within 1 ½ miles of the Town of Normal, the applicant requested that this recommendation not go to the County Board until a pre-annexation with the Town of Normal is approved.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on September 6, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 20 acre property is relatively flat and drains to the northwest. The property is currently in crop production. The property has 1,098 feet of frontage on the west side of 1425 East Road (Old U.S. Route 51), an asphalt road 23 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land to the north is in the M-1 Restricted Manufacturing District. The land to the east, south and west is in the A-Agriculture District. The land to the north is used as a manufacturing facility. The land to the east is in part crop production and in part a single family residence. The land to the south is in crop production. The land to the west across Interstate 39 is in crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 110 out of 125 points. The site assessment score was 109 out of 175 points. The total LESA score was 219 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

- 1. The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The applicant is requesting to change the zoning classification of this 20 acre property located between Old U.S. 51 and Interstate 39 from Agriculture District to M-1 Restricted Manufacturing District. The property is approximately 1/3 mile from the Interstate 39 interchange with Business U.S. Route 51. This site is located directly south of an existing manufacturing facility that is in the M-1 Restricted Manufacturing District and was approved in 1997 in case 97-57-Z. The McLean County Regional Planning Commission, working with staff, has reviewed the proposal for consistency with the Town of Normal Comprehensive Plan and the

County Regional Comprehensive Plan and has given the proposal a score of 'C' which means that the application provides minimal features to be consistent with these comprehensive plans. The Town of Normal Staff Development Committee has also reviewed the proposal and is in support of this project. The applicant will enter into a pre-annexation agreement with the Town of Normal before this property is developed. The applicant is proposing to operate City Beverage, LLC, a Budweiser Distribution facility that will service the Central Illinois Region. The applicant proposes to house their corporate offices and distribution facility at the site. The applicant plans to operate 13 route trucks and two to four over the road semi trucks from the site.

2. **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The property is relatively flat and adjacent to a manufacturing facility. The topography and dimensions of the property are suited for uses permitted in both the Agriculture and M-1 Restricted Manufacturing Districts.
3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification.** This standard is met. The property has 1,098 feet of frontage on the west side of 1425 East Road (Old US Route 51). It appears that safe sight distance for an entrance can be provided for the proposed use. The Normal Township Road Commissioner indicated there is adequate safe sight distance at the subject sight for the proposed use and that he does not see problems with the proposed traffic on Old U.S. Route 51. The applicant will need to obtain an entrance permit from the Normal Township Road Commissioner prior to construction.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. This property has frontage on 1425 East Road (Old US Route 51) and is approximately 1/3 mile north of the Business U.S. Route 51 and Interstate 39 interchange.
5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the M-1 Restricted Manufacturing District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is relatively flat and not located within the 100 year flood hazard area. The Town of Normal will require storm water detention area; the area field tile will drain into the proposed storm water detention pond.
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the M-1 Restricted Manufacturing District.** This standard is met. The Hudson Township Fire District will provide fire protection for the subject property. Public sewer and water is not

available at this time; the applicant has indicated that the property will be served by a private well and private septic system. The applicant will need a sewage disposal system that is approved by the County Health Department prior to issuing any building permits for this property.

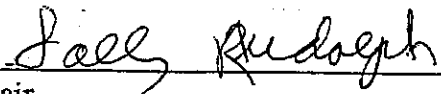
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met. The applicants will provide lighting that will be directed down and not toward adjacent property. The trucks loaded at the facility will be loaded inside a building and leave the building from the north and south ends.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest.

Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of M-1 Restricted Manufacturing District.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 6<sup>th</sup> day of September 2005, McLean County Zoning Board of Appeals

  
\_\_\_\_\_  
Chair

Sally Rudolph, Chair  
James Finnigan  
Joe Elble  
David Kinsella  
Jerry Hoffman  
Michael Kuritz  
Tony Wheet

APPROPRIATION TRANSFER ORDINANCE  
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2005  
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND


WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

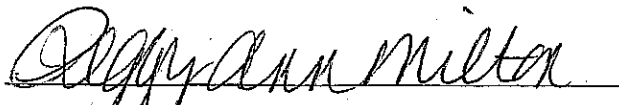
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

EBIT:	ACCOUNT TITLE	AMOUNT	CREDIT:	ACCOUNT TITLE	AMOUNT
ROM			TO		
-----					
	Justice Committee				
	FUND 0001 DEPARTMENT 0029 SHERIFF				
	PGM 0031 JAIL OPERATIONS				
621 0001	NON-MAJOR EQUIPMENT	3,053.00			
744 0001	MAINT.BLDGS/GROUNDS/EQUIP	1,520.00			
750 0001	EQUIPMENT MAINT. CONTRACT	1,097.00			
				0833 0002 PURCHASE/COMPUTER EQUIP.	5,670.00-
	FUND 0001 DEPARTMENT 0029 SHERIFF				
	PGM 0029 ADMINISTRATIVE SERVICES				
601 0001	CLOTHING/EMPLOYEES	500.00			
706 0001	CONTRACT SERVICES	125.00			
770 0001	MOBILE TEAM 8	1,725.00			
795 0003	TELEPHONE SERVICE	1,050.00			
	FUND 0001 DEPARTMENT 0029 SHERIFF				
	PGM 0031 JAIL OPERATIONS				
610 0001	LINEN AND BEDDING	500.00			
624 0002	PERSONAL HYGIENE SUPPLIES	500.00			
757 0002	EMPLOYEES MEDICAL EXPENSE	200.00			
782 0003	BANK SERVICE CHARGE	500.00			
	FUND 0001 DEPARTMENT 0029 SHERIFF				
	PGM 0029 ADMINISTRATIVE SERVICES				
				0850 0001 CAPITALIZED ASSETS	5,100.00-
		10,770.00			10,770.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 15TH DAY OF NOVEMBER , 2005

  
 \_\_\_\_\_  
 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:   
 \_\_\_\_\_  
 COUNTY CLERK, MCLEAN COUNTY

# PROCLAMATION

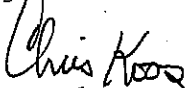
*Declaring the Official Christmas Ornament  
For the Town of Normal, the City of Bloomington,  
And the County of McLean, Illinois*

- WHEREAS, Easter Seals is offering a Christmas ornament for 2005, its sixteenth year, which features Cook Hall at Illinois State University and Presser Hall at Illinois Wesleyan University; and*
- WHEREAS, each ornament comes with a numbered limited edition Certificate highlighting the history of Cook Hall and Presser Hall; and*
- WHEREAS, all of the proceeds from the sale of the said ornament will benefit the programs and services of Easter Seals in McLean County, including pediatric therapy services as well as programs at Timber Pointe Outdoor Center located at Lake Bloomington; and*
- WHEREAS, the Easter Seals ornament represents our hope that each and every person who is working to overcome a disability will be given the opportunity to lead an independent and productive life;*

*NOW, THEREFORE, we, Chris Koos, as Mayor of the Town of Normal, Steve Stockton, as Mayor of the City of Bloomington, and Michael Sweeney, as Chairman of the McLean County Board, do hereby proclaim the ornament to be the official Town of Normal, City of Bloomington, and County of McLean Christmas Ornament for 2005 and urge our citizens to support the programs and services of Easter Seals by purchasing one of these limited edition ornaments.*

*IN WITNESS WHEREOF, we do hereby set our hand, and cause the Official Seals of the Town of Normal, the City of Bloomington, and the County of McLean to be affixed hereto.*

SIGNED:



*Mayor Chris Koos  
Town of Normal*

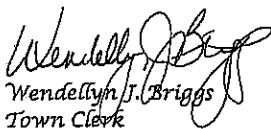
SIGNED:

*Mayor Steve Stockton  
City of Bloomington*

SIGNED:

*Chairman Michael Sweeney  
McLean County Board*

ATTEST:



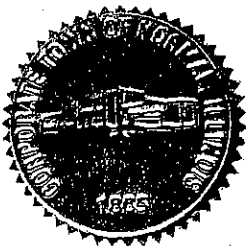
*Wendellyn J. Briggs  
Town Clerk*

ATTEST:

*Tracey Covert  
City Clerk*

ATTEST:

*Peggy Ann Milton  
County Clerk*



**AMENDING CHAPTER 26 OF THE MCLEAN COUNTY CODE  
FOOD SERVICE**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of food service establishments, retail food stores, and bed and breakfast establishments for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on September 14, 2005, that permit fees be increased, and

WHEREAS, the Finance Committee at their 11/1 2005, meeting has concurred with such recommendation, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 26 be and hereby is amended to read as follows:

**Food Service and Retail Food Store Establishments Section**

26.08-6 Food Service Establishment Permit Fees. The annual fees for these food permits shall be:

Class A Permit	-	<del>\$379.00</del>	<b>\$390.00</b>
Class B Permit	-	<del>\$285.00</del>	<b>\$294.00</b>
Class C Permit	-	<del>\$191.00</del>	<b>\$197.00</b>
Class D Permit	-	Reserved for future use	
Class E Permit	-	Reserved for future use	
Class F Permit	-	No Fee	

26.26-6 Retail Food Store Permit Fees. The annual fees for these food permits shall be:

Class A Permit	-	<del>\$379.00</del>	<b>\$390.00</b>
Class B Permit	-	<del>\$285.00</del>	<b>\$294.00</b>
Class C Permit	-	<del>\$191.00</del>	<b>\$197.00</b>
Class D Permit	-	<del>\$191.00</del>	<b>\$197.00</b>
Class E Permit	-	<del>\$ 94.00</del>	<b>\$ 97.00</b>
Class F Permit	-	No Fee	

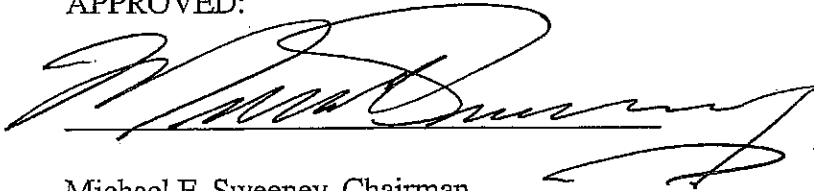
## Bed and Breakfast Establishments Section

26.58-1 Bed and Breakfast Permit Fees. The annual fees for these permits shall be:

Class H Permit	-	\$285.00	<b>\$294.00</b>
Class I Permit	-	\$191.00	<b>\$197.00</b>

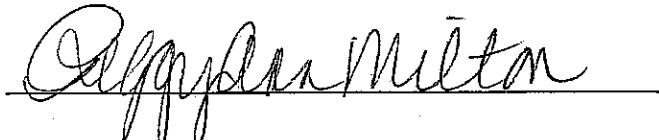
This amendment shall become effective and in full force on January 1, 2006. Adopted by the County Board of McLean County, Illinois, this 15 day of November 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

0401-2006 FOOD



**AMENDING CHAPTER 28 OF THE MCLEAN COUNTY CODE  
HEALTH AND SANITATION**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of sewage for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on September 14, 2005, that permit and license fees be increased, and

WHEREAS, the Finance Committee at their 11/1, 2005 meeting has concurred with such recommendations, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 28 is and hereby is amended to read as follows:

28.60 Permit Fees. The annual fees for these private sewage disposal system permits shall be:

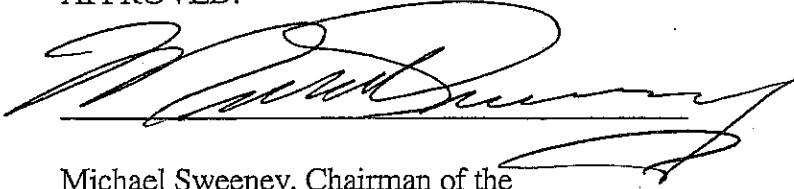
(A) Septic tank or Imhoff tank	\$72.00	<u>\$74.00</u>
(B) Aerobic treatment plant	\$72.00	<u>\$74.00</u>
(C) 1. Subsurface seepage field	\$106.00	<u>\$109.00</u>
2. Seepage bed	\$106.00	<u>\$109.00</u>
3. Sand filter (buried or recirculating)	\$106.00	<u>\$109.00</u>
4. Waste stabilization pond	\$106.00	<u>\$109.00</u>
5. 8" or 10" gravel-less seepage field	\$106.00	<u>\$109.00</u>
6. Chamber systems	\$106.00	<u>\$109.00</u>
(D) Treatment unit(s) and waste stabilization pond	\$141.00	<u>\$145.00</u>
(E) Privies, chemical toilet, recirculating toilet, incinerator toilet, compost toilet	\$141.00	<u>\$145.00</u>
(F) Private sewage mound (77 Ill. Adm Code 906)	\$141.00	<u>\$145.00</u>
(G) Holding tank(s)	\$141.00	<u>\$145.00</u>
(H) Dump station	\$141.00	<u>\$145.00</u>
(I) Any other system for which a variance in accordance with Section 28.62 of this Ordinance, has been issued.	\$141.00	<u>\$145.00</u>

28.57-1 License Fees The non-refundable fees for the following licenses are:

- |                       |                     |                 |
|-----------------------|---------------------|-----------------|
| (A) Installer license | <del>\$202.00</del> | <u>\$208.00</u> |
| (B) Pumper license    | <del>\$202.00</del> | <u>\$208.00</u> |

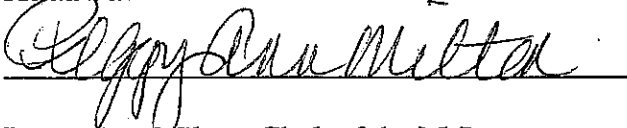
This amendment shall become effective and in full force on January 1, 2006. Adopted by the County Board of McLean County, Illinois, this <sup>CSW</sup> 15 day of November 2005.

APPROVED:



Michael Sweeney, Chairman of the  
McLean County Board

ATTEST:



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




## Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309) 888-5450

---

### Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director 

Date: October 17, 2005

Re: Proposed Amendments to Food Service and Private Sewage Disposal Ordinances  
Increasing Permit Fees 3%

Please find attached amendments to the McLean County Revised Code, Chapter 26, Food Service and Chapter 28, Health and Sanitation. The amendments increase permit fees for all permanent food establishments and private sewage disposal systems by 3%. This increase is submitted in conjunction with the 2006 Health Department budget approved by the Finance Committee on September 29<sup>th</sup>. The McLean County Board of Health approved the ordinance change at its meeting of September 14<sup>th</sup>.

In addition, the McLean County Board's Resolution Establishing the Budget Policy for Fiscal Year 2006, Section 12.22-2 User Fees and Charges states: "Every effort shall be made to identify and/or establish appropriate user fees for charges, as authorized by State law..." The adjustment in fees will help underwrite a portion of the increase in costs within the food and sewage programs. Currently, fees support 56% of the food sanitation program and 19% of the private sewage disposal program.

Thank you for your consideration.



McLean County

Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309) 888-5450

---

## MEMORANDUM

TO: Finance Committee

FROM: John M. Hirsch, Director of Environmental Health

DATE: September 26, 2005

RE: Proposed amendments to McLean County Revised Code, Chapter 26, Food Service, and Chapter 28, Health and Sanitation.

Attached are the proposed amendments to the above referenced County Code chapters regarding the regulation of food service establishments and private sewage disposal systems. The proposed amendments were reviewed and approved by the Board of Health at their meeting on September 14, 2005. The proposed changes consist of the following:

1. A 3% increase for all food permit fees included in Chapter 26 of the McLean County Revised Code. This proposal does not include any fee increases for temporary food permits since they were raised last year.
2. A 3% increase for all permit fees in Chapter 28 of the McLean County Revised Code covering private sewage disposal systems and installer and pumper license fees.

JMH-1901-FIN

# MOTOR VEHICLE LEASE AGREEMENT

Bloomington, Illinois November 15, 2005

This Lease Agreement between the COUNTY OF McLEAN, (the "Lessor") and MEADOWS MENNONITE HOME (SHOW BUS), (the "Lessee"):

## WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby rents and leases from the Lessor the motor vehicles described herein, together with all optional equipment, accessories, spare parts and substitute and replacement parts and equipment now or hereafter attached thereto (the "vehicles"), on the terms and conditions hereinafter set out.

## DESCRIPTION OF VEHICLES

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>
1998	FORD	ELDORADO	1FDXE40F3WHB91379
1998	DODGE	RAM VAN/B350 MAXIVAN	2B7LB31Z9WK158253
2000	DODGE	RAISED ROOF VAN	2B7LB31Z7YK168458
2000	FORD	ELDORADO	1FDXE45F0YHC01202
2000	FORD	ELDORADO	1FDXE45F5YHC01227
2002	FORD	ELDORADO	1FDWE35L52HB52792
2002	FORD	ELDORADO	1FDXE45F22HB40538
2002	FORD	ELDORADO	1FDXE45F42HB40539
2003	FORD	ELDORADO	1FDXE45F03HB88038
2003	FORD	ELDORADO	1FDWE35L33HB88076
2005	FORD	ELDORADO	1FDXE45PX5HB31762
2005	FORD	ELDORADO	1FDXE45P15HB26630

Lessee represents that the vehicles being leased are and will be used solely in connection with Lessee's obligations to McLean County in providing transportation services pursuant to Section 5311 of the Federal Transit Act of 1991 for Public Transportation Operating Assistance. Lessee's address is 24588 Church Street, Chenoa, IL 61726.

1. **TERM** The term of this lease is three years from the date first set out above. The lease term expires on November 15, 2008, on which date the Lessee shall return the vehicles to the Lessor unless the parties hereto enter into a new or renewed lease agreement on or before that date.

2. **RENT** The Lessee agrees to pay to Lessor the sum of 0 dollars during the term of the Lease Agreement. However, in consideration of having the use of the vehicles for the term and purposes set out herein, the Lessee agrees as follows:

3. **LESSEE'S WARRANTIES** Lessee agrees and warrants that the vehicles have been delivered to Lessee in good operating condition and are free of defects and are suitable for the intended use of the Lessee. Lessee warrants that it and all persons who will operate the vehicles hold currently valid driver's licenses issued by the State of Illinois and that neither Lessee nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required hereunder.
4. **INSURANCE** Lessee shall supply at its sole expense, and maintain in full force and effect during the term of the lease and thereafter until the vehicles have been returned to the Lessor, a policy or policies of insurance written by a company satisfactory to the Lessor, by the terms of which Lessor and Lessee, together and severally, are named as the insureds and are protected against liability and/or loss arising out of the condition, maintenance, use, or operation of the vehicles herein leased, in amounts not less than \$3,000,000 combined single limits for property damage, bodily injury, or death; \$350,000 uninsured/underinsured motorists coverage; with deductible amounts not exceeding \$250 comprehensive and \$500 collision. Such policy or policies of insurance shall provide at least ten days advance notice to Lessor in writing of cancellation or change or modification in any terms, conditions or amounts of coverage provided herein. Lessor shall be provided with a true copy or certificate of such insurance. Should Lessee fail to produce or pay the cost of maintaining in force the insurance specified herein or to provide Lessor with a copy or certificate of such insurance, Lessor may, but shall not be obligated to, procure such insurance and Lessee shall reimburse Lessor on demand for the cost thereof. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by Lessee hereunder.
5. **INDEMNITY** Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, expense, including attorney's fees, which Lessor may suffer or incur as a result of any claims which may be made by any person or persons, including but not limited to Lessee, its agents and employees, that arise out of or result from the manufacture, delivery, actual or alleged ownership, performance, use, operation, selection, leasing and/or return of the vehicles, whether such claims are based on negligence, whether of Lessor or another, breach of contract, breach of warranty, absolute liability or otherwise.
6. **TITLE** This instrument is a lease and not an installment contract. The vehicles are the sole property of the Lessor and Lessee shall insure that Lessor is named as owner on any certificate of title issued with respect to the vehicles. Lessee shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of Lessor, so long as Lessee is not in default under the terms of this lease.
7. **USE BY LESSEE** Lessee agrees to use the vehicles only for lawful purposes. Lessee agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event Lessee fails to pay any assessment, tax, lien or fine levied against the vehicles, Lessor may, at its election, make such payment and Lessee shall reimburse Lessor on demand. Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.
8. **MAINTENANCE** Lessee shall keep and maintain the vehicles in good operating condition and working order as required in the maintenance program described in the Owner's Manual and shall

perform all protective maintenance required to insure full validation of the manufacturer's warranty. Such maintenance hereinbefore described shall be made at the Lessee's expense.

**9. LICENSE, TAXES, AND OTHER EXPENSES** Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing and registration of said vehicles, of title thereto and in connection with the use and operation thereof during the term of this lease, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, as well as all sales taxes, use taxes, personal property and other ad valorem taxes and all assessments and other governmental charges whatsoever and by whomsoever payable on the said vehicles or on the use, ownership, possession, rental, shipment, transportation, delivery or operation of same. Lessor shall in no way be obligated to maintain, repair or service said vehicles.

**10. TERMINATION** This lease agreement may be terminated by the Lessor in the event one or more of the terms of this lease agreement is breached by the Lessee or the Lessee is in default as provided in the lease agreement. Upon the discovery of the breach or default as the case may be, the Lessee shall surrender the vehicles to the Lessor on demand. Lessee shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with Lessee's use of the vehicles.

**11. DEFAULT** In the event that the Lessee does not pay any charge, expense, or cost herein agreed to be paid by Lessee when due, or fails to obtain or maintain any insurance required by this Lease, or violates or fails to perform or otherwise breaches any undertaking or covenants contained in this Lease, or any other Lease or Lessor, or becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if any voluntary petition in bankruptcy is filed against the Lessee, or other proceeding for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization, extension and/or composition with creditors under any provision or federal law be instituted by or against Lessee, or if the property of Lessee be levied upon or if Lessor should otherwise deem itself or the vehicles unsafe or unsecured or should Lessor in good faith believe that the prospect of payment of rental or other payment or other performance by Lessee is impaired, then and in any such event, the Lessee shall be deemed in default of this Lease. Upon the occurrence of any such default, Lessor may, at its option and without notice or demand, declare this agreement in default and thereupon the vehicles and all rights of Lessee therein shall be surrendered to Lessor and Lessor may take possession of the vehicles wherever found, with or without process of law, and for this purpose may enter upon any premises of Lessee or wherever the same be found, without liability therefore. The Lessor may retain all rentals and payment and resale proceeds theretofore received and other sums, if any, otherwise payable to the Lessee hereunder and the Lessor shall be entitled to recover from Lessee any unpaid charges for the balance of the lease term for the vehicles and all other sums, if any, due to come due, together with all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the enforcement of its rights and remedies hereunder. The repossession and sale of the vehicles by Lessor shall not affect Lessor's right to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this Lease and Lessor may sell any such vehicles with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessor's favor existing by law.

12. **APPLICABLE LAW** This Lease has been executed by the Lessee and delivered to the Lessor at the Lessor's offices in Bloomington, Illinois, and it shall be governed by and interpreted under the laws of Illinois.

13. **LOCATION** The vehicles shall be principally kept or garaged where not in use at the Lessee's address as set out above or at such other address in the State of Illinois as the Lessee shall give Lessor written notice of. The vehicles shall not be removed from the State of Illinois, except for trips of short duration, without the prior written consent of Lessor.

14. **MISCELLANEOUS** This instrument constitutes the entire agreement between the parties and shall be binding upon the parties and their respective heirs, executors, administrators, successors or assigns and shall only be amended by a written instrument signed by the parties hereto. Any waiver of the performance of any of the terms, covenants or conditions hereof by either party shall not be construed as thereafter waiving any such terms, condition or covenants, but the same shall remain in full force and effect, as if no such waiver had occurred.

15. **SEVERABILITY** This agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement invalid or enforceable.

16. This agreement may be amended by the mutual written consent of both parties.

17. **COUNTERPARTS** This lease agreement shall be executed in multiple counterparts, each of which shall constitute a duplicate original.

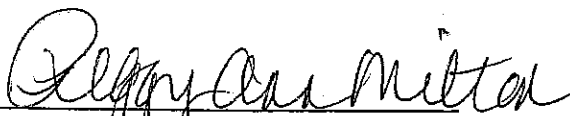
**IN WITNESS WHEREOF**, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.

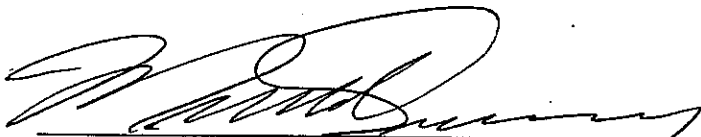
**MEADOWS MENNONITE HOME (SHOWBUS)**  
Lessee

  
Robert O. Bertsche, President

**ATTEST:**

**COUNTY OF McLEAN**  
Lessor

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board





INTER-OFFICE COMMUNICATION  
DEPARTMENT OF BUILDING AND ZONING  
Phone: 888-5160

**TO:** Chairman, Matt Sorensen and Finance Committee  
**FROM:** Mike Behary, County Planner *MSB*  
**DATE:** October 26, 2005  
**RE:** Update Lease Agreement with SHOW BUS for Vehicles

---

The attached lease agreement is for the buses that SHOW BUS leases from McLean County. This lease includes two new buses that will arrive on November 4, 2005. In addition, a year will be added to the lease to expire on November 15, 2008.

Philip Dick the Director of Building & Zoning and I will be present at the November 1st Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.

Attachment: Motor Vehicle Lease Agreement between McLean County and SHOW BUS

X:\IDOT\ldot2005\Lease\FinanceCommittee10-26-2005



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

November 10, 2005

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to approve the Maintenance Service Contract with Paxtons, Inc., Bloomington, Illinois, for the maintenance and service on five (5) typewriters.

Your JUSTICE COMMITTEE herewith further advises that, in accordance with the Purchasing Policy and Contract Ordinance, three firms were contacted and solicited to submit proposals to provide this service to the Sheriff's Office.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Boslic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

# Service Agreement

## PAXTON'S INC. Maintenance Contract

Customer Name & Mailing Address:

McLean County Sheriff Department  
104 W. Front St.  
Bloomington, IL 61702-2400

Contact Name Jan Clark

Contact Phone 888-5034 Fax 888-5072

Service Commencement Date January 1, 2006

Payable:  Monthly  Quarterly  Annual

PAXTON'S INC., hereinafter Company, agrees to provide service and maintenance support to the above named customer, hereinafter Customer, for the equipment listed on Equipment List, (the "Equipment"), attached hereto as Exhibit A and made a part of this agreement, subject to inspection and acceptance by Company.

### Acceptance

Acceptance of this agreement by Company is contingent upon the absence of any mathematical error and upon consistency with Company's then current prices, and upon Company's determination that equipment is in proper operating condition. Inspection and repairs necessary to bring

equipment to proper operating/mechanical condition shall be billed at Company's then current prices. This Agreement shall not be binding upon Company unless an officer of Company approves and accepts this Agreement by signing both the Agreement and the attached Exhibit A.

**Term**

The initial term of this agreement is for one year from the service commencement date as specified on the Equipment List attached hereto and made a part hereof. This Agreement shall renew automatically for successive periods of one (1) year, on the same terms and conditions at Company's then prevailing prices, except that it shall not be renewed if either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term of the Agreement.

**Service Availability**

Remedial service may be requested by calling the Service Dispatcher at:

\_\_\_\_\_  
Company will provide service and maintenance under the terms of this agreement, during Principal Period of Maintenance (PPM) as follows:

Monday through Friday 8 am  
5 pm

**Excluding holidays indicated**

- |                                                      |                                                      |
|------------------------------------------------------|------------------------------------------------------|
| <input checked="" type="checkbox"/> New Year's Day   | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input checked="" type="checkbox"/> Memorial Day     | <input checked="" type="checkbox"/> Christmas Day    |
| <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Labor Day        |

\_\_\_\_\_  
Holidays that fall on Saturday or Sunday are observed on the same day declared by the Federal Government.

**Service and Maintenance Options**

(indicate selection(s) on Exhibit A)

(a) All parts (not including expendable parts and supplies, as defined below), labor for unlimited remedial service calls during the PPM and preventive maintenance (PM) as per attached Equipment List. Preventive Maintenance will be performed in accordance with Original Equipment Manufacturer's (OEM) specifications, as determined by Company, at the frequency indicated on Equipment List.

Company shall respond, on-site, to all unscheduled remedial service requests within Company's established service areas, as follows:

Zone 1 Emergency Service within \_\_\_\_\_ hours  
Zone 1 Standard Service within 24 hours  
Zone 2 Emergency Service within \_\_\_\_\_ hours  
Zone 2 Standard Service within \_\_\_\_\_ hours

Company's service areas are described as Zone 1 being within a 4 mile radius and Zone 2 being within a 25 mile radius from Company's closest service location from equipment location. Service outside Company's service area shall be Company's then current billable rates plus travel time and expense.

Except as otherwise stated herein, Company agrees to provide service and maintenance, for equipment covered under this agreement, to keep said equipment in good working order as per selected "Service and Maintenance Option" above. Parts and components shall be selected by Company, shall be furnished on an exchange basis and shall be new or perform substantially similar to new parts and components. Replaced parts or components shall become the property of Customer and exchanged parts shall become the property of Company.

Except as a selected "Service and Maintenance Option" above, service does not include routine or preventive maintenance nor does it include the refinishing or replacement of external cosmetic parts, including chassis, housings, cabinets or cabinet parts. Where preventive maintenance is covered, said preventive maintenance shall be performed according to original equipment manufacturer recommendation as determined by Company.

#### **Charges**

Service and maintenance charges shall be payable by Customer in accordance with the payment terms set forth in Exhibit A. In addition, Company shall invoice Customer, at Company's then-current hourly rates and parts prices, for services and for parts supplied which are not covered by this agreement. In addition to the part prices and service charges payable hereunder, Customer shall pay all sales and use and

other applicable taxes and shipping costs related to Company's provision of parts and services hereunder.

All charges and costs for which Company sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. In the event Customer fails to pay, when due, any invoice or other amount payable hereunder, Customer agrees to pay Company a late payment charge on all past due amounts equal to the lesser of one and one half percent (1.5%) per month or the highest interest rate allowed by applicable law; provided however, that this shall not be an election of remedy. At Company's option Company may suspend service until all outstanding, overdue invoices are paid in full. Customer shall pay on demand all of Company's costs and expenses, including reasonable attorney's or collection agency's fees, incurred in enforcing Customer's obligations under this Agreement.

#### *Exclusions*

Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind, or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning; i) service providers and parts installers other than the Company; j) improperly trained and inexperienced operators, k) operating system or application software, firmware or other programmed code internal or external to the covered equipment.

#### *Termination*

*This Agreement may be terminated under any of the following conditions:*

(a) Either party may immediately terminate this agreement or any renewal hereof by giving prior written notice of such termination to the other party in the event such other party becomes insolvent or institutes or permits to be instituted against it any proceedings seeking its receivership, trusteeship, bankruptcy, reorganization, readjustment of debt, assignment for the benefit of creditors, or other proceedings under the Federal Bankruptcy Act or as provided by any other insolvency law, state or federal, to the extent such termination is valid under such law.

(b) Company may immediately terminate this Agreement, or may suspend services to be provided hereunder, at any time by giving prior written notice of such termination or suspension to Customer in the event Customer fails to pay, when due, any invoice or other amount due under this Agreement.

(c) Either party may terminate this Agreement for a non-monetary default, if the other party fails to perform any of its material obligations set forth in this Agreement (a "Material Default"), and such failure continues for more than thirty days after written notice is sent by the terminating party specifying the nature of the failure.

Upon termination of this agreement for any reason, Company's obligation to provide service and maintenance support, as herein set forth, shall immediately cease and all outstanding invoiced amounts due by Customer to Company shall, notwithstanding prior invoice terms, become immediately due and payable. Any amounts paid by Customer to Company for service and maintenance support shall not be refundable. If this Agreement terminates prior to the end of any term for any reason other than Company's Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on demand the price of a full one-year term as set forth on Exhibit A. If this Agreement terminates due to Company's adjudged Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on a prorated basis for that portion of the terminated Agreement which runs from the Service Commencement Date, or its anniversary date for any renewal term, to the effective date of the termination.

#### *Hazardous Products*

Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials.

under various laws and regulations. Company agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Company against any and all liability arising out of such failure.

#### *Limitation of Liability*

COMPANY SHALL NOT BE HELD RESPONSIBLE FOR COMPANY'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL COMPANY, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. COMPANY'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED, AS RECITED IN EXHIBIT "A" FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

#### *Indemnification*

Each party shall indemnify and hold the other harmless from and against any claim, loss, liability, or expense, including but not limited to, damages, costs and attorney fees, arising out of or in connection with any acts of omissions of the other party and its agents and employees.

#### *General*

This Agreement and its attachments, as accepted by Company and Customer, supersede any previous written or oral agreements or understandings between the parties concerning the subject hereof, and



constitute the entire such agreement between the parties. No amendments or additions to the terms and conditions of this Agreement shall be valid unless set forth in writing and signed by an authorized representative of each of the parties.

Waiver by either party of a breach of any of the provisions hereof shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. The invalidity or unenforceability of any term or provision of this Agreement shall in no way impair or affect the remainder thereof, which shall continue in full force and effect.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any disputes under the Agreement or concerning the business relationship between the parties must be litigated exclusively in the Courts of the State of Illinois. If, however, the parties have agreed in writing to arbitrate their disputes, the arbitration must take place exclusively in the State of Illinois unless the parties have agreed to arbitrate elsewhere. The prevailing party in any action concerning this Agreement or the business relationship between the parties shall be entitled to an award of costs and reasonable attorney's fees.

Any notice or other communication required under this Agreement shall be deemed to have been duly given if it is delivered personally or by facsimile with proof of receipt, or sent by registered or first-class mail, return receipt requested, first-class postage prepaid, to a party at the address listed below, or at such other address provided by the party.

**Acceptance**

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Wayne Urfer  
Jim Killoran 661-6444

Title Service manager Date Automatic Renewal

Customer Name McLean County Sheriff's Dept. unless we request termination

Address: \_\_\_\_\_

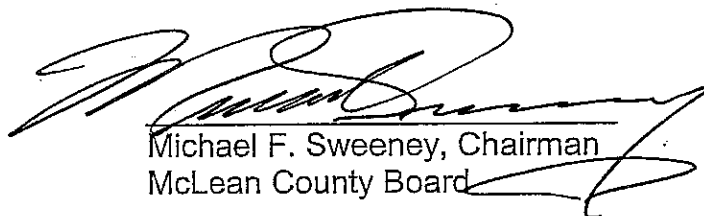
By: \_\_\_\_\_

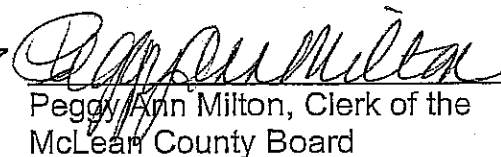
Title: \_\_\_\_\_

ADOPTED by the McLean County Board this 15<sup>th</sup>, of November, 2005

APPROVED:

ATTESTED:

  
Michael F. Sweeney, Chairman  
McLean County Board

  
Peggy Ann Milton, Clerk of the  
McLean County Board

# Equipment List

PAXTON'S INC. (Company) agrees to provide service and maintenance in accordance with Service and Maintenance Agreement dated \_\_\_\_\_ between \_\_\_\_\_ (Customer) and Company at the rates and on the equipment listed below:

Company Name McLean City Sheriff's Phone (309) 888-5034  
 Priced  Monthly  Quarterly  Annual

Model	Serial	Description	Option	PH	Price
WW 35	11-WB144	Typewriter	Jay		\$150.00
WW 2500	11-24360	Typewriter	Cee Cee		150.00
WW 2500	11-24374	Typewriter	Kelly		150.00
WW 2500	11-29546	Typewriter	Jennifer		150.00
WW 2500	11-25026	Typewriter	Records		150.00
TOTAL:					\$750.00

**Accepted**  
 Company Signature Jim Killoran  
 Printed Name Jim Killoran

Title Service Manager Date: \_\_\_\_\_  
 Company Signature David Owens  
 Printed Name David Owens  
 Title Sheriff Date: \_\_\_\_\_



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

November 10, 2005

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the chemical bid for laundry and dish machines to ECOLAB Center, 370 Wabasha Street, North, St. Paul, Minnesota.

Your JUSTICE COMMITTEE herewith further advises that, in accordance with the Purchasing Policy and Contract Ordinance, requests for quotations were mailed to four chemical companies requesting bids on the chemical agents used by the Sheriff's Department in the kitchen and laundry.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggell
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

## Chemical Quotes for 2006

\*\* Ecolab Inc. is the Manufacturer \*\*

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION METERAL DATA SAFETY SHEET ENCLOSED
<b>LIQUID LAUNDRY DETERGENT</b>	16326 TriStar Flexylite 5/gl. \$59.85/pail	yes	No, 100% Parts for Dispensing System	4 pail	yes
<b>LIQUID LAUNDRY DESTAINER/ BLEACH</b>	15982 Laundri Destainer 5/gl. \$34.50/pail	yes	No, 100% Parts for Dispensing System	4 pails	yes
<b>LIQUID LOW-TEMP DISH MACHINE DETERGENT</b>	14514 H.D. Eco Klene 5gal \$50.50/pail	yes	yes	3 pails	yes
<b>LIQUID LOW-TEMP DISH MACHINE RINSE</b>	15172 Ultra Dry 4.5gal/pail \$75.00/pail	yes	yes	1 pail	yes
<b>LIQUID LOW-TEMP DISH MACHINE SANTIZER</b>	13961 Ultra Sen 5gal/pail \$30.50/pail	yes	yes	2 pails	yes
<b>LIQUID DELIMMER</b>	12021 Line-A-Way 4/1gal \$33.50/case	yes	No, 100% Parts for Dispensing System	1 gallon	yes
<b>Third Sink Sanitizer</b>	11023 Ster Bac Blu 4/1gal \$48.50/cs	yes	No, 100% Parts for Dispensing System	2 gallons	yes
<b>Pot and Pan Soap</b>	17301 Solitaire 4/5# 115.00/case	yes	No, 100% parts for Dispensing System	1 capsule	yes

Please fill out each block above with either a yes or no or supply correct information specified.

Name of Company Submitting Quote Ecolab Inc.

Name of Authorized Agent Thomas E. Ohs, Manager Bid Contracts

Date of Quote 9/21/05

Company Telephone Number 800-352-5326 x4310

Total Quote for Chemicals \$ 7,899.18

Additional Comments

Signature of Authorized Agent

*Thomas E. Ohs*

## CONTRACT – INMATE CHAPLAIN

This contract entered into this 15<sup>th</sup> day of November 2005 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish, at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents, and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgements and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of \$10,654.00. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2006. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Either party may cancel this Contract without cause upon giving the other party thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

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

No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.


This Contract shall be binding upon the parties hereto and upon the successors in interest, assign's, representatives and heirs of such parties.

This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

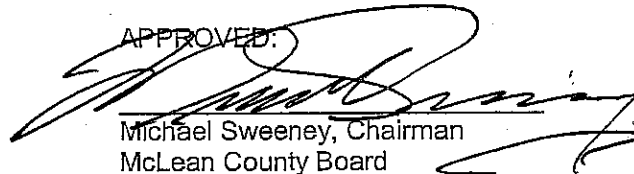
Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

ADOPTED by the County Board of McLean County, Illinois, this 15<sup>th</sup> day of November 2005.

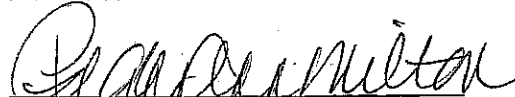
---

  
Colleen Bennett 11-22-05

  
Sheriff Dave Owens

APPROVED:  
  
Michael Sweeney, Chairman  
McLean County Board

ATTEST:

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

**LETTER OF UNDERSTANDING  
BETWEEN  
McLEAN COUNTY BOARD AND THE  
REGIONAL OFFICE OF EDUCATION  
FOR McLEAN AND DEWITT COUNTIES**

**McLEAN COUNTY JAIL EDUCATION PROGRAM**

IT IS MUTUALLY AGREED by and between the Regional Office of Education for McLean and DeWitt Counties (hereinafter referred to as "ROE" and the McLean County Sheriff's Department, Jail Division (hereinafter referred to as "JAIL") as follows:

**1. SCOPE OF PROGRAM:**

ROE will provide an instructional program for inmates of the JAIL consisting of the following components:

**A. Instruction for adults.**

**2. RESPONSIBILITIES OF ROE:**

ROE will provide classroom instruction in accordance with a schedule established by ROE in cooperation with the Superintendent of the JAIL or his designee. ROE will provide the Jail with a monthly schedule.

**A. The instructor(s) employed by ROE for such program will be certified in accordance with the regulations of the Illinois State Board of Education.**

**B. ROE will furnish all textbooks, reference books, and instructional materials for such program.**

**C. The ROE instructor will provide any written reports requested by the McLean County Detention Facility Program Director in a timely manner. The instructor shall have control of his/her classroom with regard to teaching methods, etc., and will have the final decision as to the style and method of teaching. He/she may remove or have removed any student from the class for cause. "Cause" shall include, but not be limited to, such things as being a disruptive influence, passing notes, failure to follow instructor's directions or a violation of any rule or regulation of the McLean County Detention Facility.**

**D. A substitute teacher will be provided by ROE whenever there is a planned instructor absence of five (5) working days or more.**



- E. For the purpose of administering this agreement, the following person will be designated representative of ROE unless the Sheriff is otherwise advised in writing:

Mrs. Joyce H. Fritsch, Director  
GED/Adult Literacy Programs  
905 N. Main St. Suite # 2  
Normal, IL 61761  
309-888-9884

3. **RESPONSIBILITIES OF JAIL:**

- A. The Program Director of the McLean County Detention Facility will be responsible for assigning students to the program.
- B. The JAIL will provide ROE with the following:
- (1) Classroom facilities with necessary furniture and equipment for conducting the program at the JAIL.
  - (2) Suitable arrangements for safekeeping of wraps and valuables while instructors are on duty at the JAIL.
- C. For the purpose of administering this agreement, the following person will be the designated representative of the JAIL unless ROE is otherwise advised in writing:

Thomas Phares, Jail Superintendent  
104 W. Front Street  
Bloomington, IL 61702-2400  
(309) 888-5036

4. **INSURANCE AND BENEFITS:**

Because the parties to this Agreement are affiliated with the body politic and corporate of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.

5. **RESOLUTION OF PROBLEMS:**

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.

6. **PRIOR AGREEMENTS AND AMENDMENTS:**

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein. Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

**7. DURATION OF AGREEMENT:**

This Agreement shall be effective on January 1, 2006, through December 31, 2006.

**8. COMPENSATION:**

The JAIL will pay to ROE the amount of \$15,400.00 in two equal payments for conducting the program as follows:

- A. \$7,700.00 no later than January 15, 2006, and
- B. \$7,700.00 no later than July 1, 2006.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signature to this Agreement on the date below indicated.

**McLean County Sheriff's Department**

By: \_\_\_\_\_ Date \_\_\_\_\_, David G. Owens, Sheriff

**Regional Office of Education  
McLean and DeWitt Counties**

By: \_\_\_\_\_ Date \_\_\_\_\_

**McLean County Board:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael Sweeney, Chairman

ATTEST: \_\_\_\_\_ Date \_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean, Illinois



**McLEAN COUNTY BOARD**

(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

November 10, 2005

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the recommendation received from the McLean County Sheriff's Department to award the bid for an exterior camera surveillance system for the Law and Justice Center to D. M. Mattson Inc., 2241 North 200 East Road, McLean, Illinois 61754. Your JUSTICE COMMITTEE herewith further advises that D. M. Mattson Inc. submitted the lowest qualified bid meeting specifications for the purchase and installation of an exterior camera surveillance system for the Law and Justice Center.

Your JUSTICE COMMITTEE herewith further advises that grant funding in the amount of \$47,622.00 for the purchase and installation of the exterior camera surveillance system for the Law and Justice Center has been awarded to the Sheriff's Department from the Illinois Law Enforcement Alarm System ("ILEAS") Homeland Security Grant.

Additional funding will be appropriated from the fiscal year 2005 adopted budget of the Sheriff's Department.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Boslic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

**BID OPENING TABULATION SHEET**  
**Exterior Cameras for Law and Justice Center**  
**Thursday, September 29, 2005 at 10:00 a.m.**  
**Sheriff's Dept. Conference Room**

<u>Firm:</u>	<u>Base Bid:</u>	<u>Alternate Bid:</u>
1. <u>DM Mattson</u>	<u>\$ 52,700.00</u>	<u>\$ 120.00 OR \$ 750.00</u>
2. <u>Thompson Electronics</u>	<u>NO Bid</u>	<u>_____</u>
3. <u>SimplexGrinnell</u>	<u>\$ 54,991.00</u>	<u>included in base bid</u>
4. <u>Midco, Inc.</u>	<u>72,817.98</u>	<u>\$ 9,400.00</u>
5. <u>Lamarco Sys.</u>	<u>65,775.00</u>	<u>included in base bid</u>
6. <u>Dynamic Controls</u>	<u>No Bid</u>	<u>_____</u>
7. <u>Heart Technologies</u>	<u>89,600.00</u>	<u>No bid</u>
8. <u>ADT</u>	<u>No Bid</u>	<u>_____</u>
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____

Officiated by:

Jack Meedy  
Lt. M. Esig

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF JOHN KLINE  
AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE

WHEREAS, due to the expiration of term on November 30, 2005, of John Kline, as Commissioner of the Public Aid Committee, it is advisable to consider an appointment or reappointment to this position; and

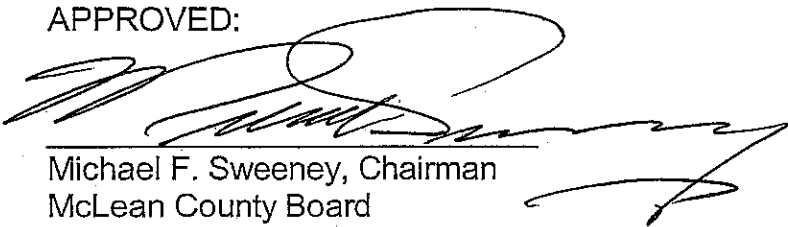
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John Kline as a Commissioner of the Public Aid Committee for a two-year term scheduled to expire on November 30, 2007, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to John Kline.


ADOPTED by the County Board of McLean, County, Illinois this 15th day of November, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF MICHAEL O'GRADY  
AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE

WHEREAS, due to the expiration of term on November 30, 2005, of Michael O'Grady, as Commissioner of the Public Aid Committee, it is advisable to consider an appointment or reappointment to this position; and


WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael O'Grady as a Commissioner of the Public Aid Committee for a two-year term scheduled to expire on November 30, 2007, or until a successor shall have been qualified and appointed.

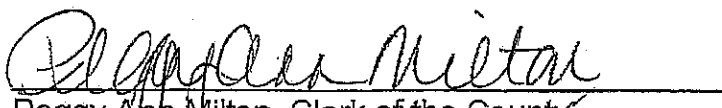
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to Michael O'Grady.

ADOPTED by the County Board of McLean, County, Illinois this 15th day of November, 2005.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

Members Selzer/Owens moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the University High School varsity boys' golf team during the 2005 golf season; and,

WHEREAS, the University High School varsity boys' golf team finished the 2005 season with an overall season record of 21 wins and 1 loss; and,


WHEREAS, the University High School varsity boys' golf team won the Illinois High School Association (IHSA) 2005 Class AA State Golf Championship for the third consecutive year, and, of special note, this year was the first year that University High School competed in the Class AA level; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Golf Coach Tom Romance, Assistant Coaches Robert Cullen and Ryan Snell and Team Members Dusty Koth, Drew Miller, Tyler McNeely, Kyle English, William Cullen, and Seth Doran; now, therefore,

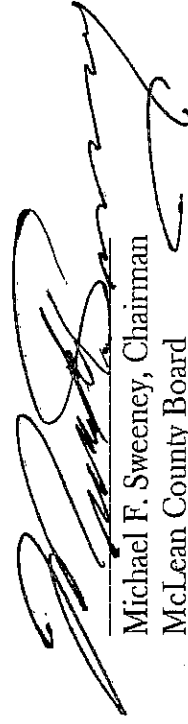
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the University High School varsity boys' golf team are to be congratulated on winning the IHSA 2005 State Golf Championship for the third consecutive year, and on an outstanding season.

ADOPTED by the McLean County Board this 15th day of November, 2005.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the University High School varsity girls' golf team during the 2005 golf season; and,

WHEREAS, the University High School varsity girls' golf team finished the 2005 season with an overall season record of ten tournament wins and zero tournament losses; and,

WHEREAS, the University High School varsity girls' golf team won the Illinois High School Association (IHSA) 2005 Golf Championship; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Golf Coach Cal Hubbard, Assistant Coach Chuck Gault and Team Members Lisa English, Brittany Kilborn, Christine Liang, Erica Woodall, Janelle Galloway, Chelsea Harris, Cheryl Liang, Kaitlyn Wampler; now, therefore,


BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the University High School varsity girls' golf team are to be congratulated on winning the IHSA 2005 State Golf Championship and on an outstanding season.

ADOPTED by the McLean County Board this 15th day of November, 2005.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board



RESOLUTION OF THE McLEAN COUNTY BOARD  
IN RECOGNITION OF THE 15<sup>th</sup> ANNIVERSARY  
OF THE McLEAN COUNTY COMMUNITY COMPACT

WHEREAS, the McLean County Community COMPACT was established in 1989 to bring together business, education, community and government leaders to offer support to school-age youth and to help them become self-sufficient, contributing citizens; and,

WHEREAS, since 1989, over 150 community leaders have collaborated to strengthen the transition of young people from school to the world of work and, in cooperation with hundreds of volunteers, have committed their time, talents, and support in several programs and projects to improve academic preparation and career readiness; and,

WHEREAS, the McLean County Community COMPACT offers the following programs and projects: Career Preparation Realities, Sixth Grade Business/Education Partnership, Clearing House Committee, Achieving Competence in Education (A.C.E.), and Partners in Prevention Committee; and,

WHEREAS, the McLean County Board, at its regular meeting on Tuesday, November 15, 2005, recommended approval of a Resolution in Recognition of the 15<sup>th</sup> Anniversary of the McLean County Community COMPACT; now, therefore,


BE IT RESOLVED by the McLean County Board as follows:

(1) The McLean County Board hereby recognizes and congratulates the McLean County Community COMPACT on its 15<sup>th</sup> Anniversary and wishes the Community COMPACT continued success in the future as the Community COMPACT continues to look for new opportunities to spark cooperative efforts among business, education, community and government, to develop on-going partnerships and create unique career exploration opportunities for the youth of McLean County.


(2) The McLean County Board hereby directs that the County Clerk forward a certified copy of this Resolution to the Executive Director of the McLean County Community COMPACT.

ADOPTED by the McLean County Board this 15<sup>th</sup> day of November, 2005.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

Member Bass asked the University High School Boys Golf Team and coaches to stand. Member Bass then read the resolution and presented it to the University High School Boys Golf Team. Member Bass said that the County Board certainly realizes that it is almost unprecedented to have a team from one school have three consecutive State championships. He congratulated the team and told them the Board is proud of them. Coach Tom Romance stated they would like to thank the McLean County Board for having them back again. Mr. Romance indicated he was an optimist and was hoping to reserve a spot to do this again next year. He then stated that it was recently published that Bloomington-Normal and McLean County were one of the hotbeds of golf and he said he and his team were trying to do their part by bringing back the championship. Mr. Romance continued to tell the Board that five of these boys have been on this championship team for three years, and now three of them are leaving. He stated that those boys are going to miss them dearly. Mr. Romance stated that shortly the Board would see some fine young women representing University High School, McLean County, and the Twin Cities as well. He said that he couldn't be any prouder or happier and thanked the Board for having them and his assistant coach, Robert Cullen, as well.

Member Bass read the resolution and presented it to the University High School Girls Golf Team. Coach Cal Hubbard stated that they were proud of the girls of University High School. He told the Board that one other time in the history of golf the same school has won the boys and girls State championship. Mr. Hubbard continued to say that they didn't know they were playing AA golf for the boys until the week the season started but the girls only have one class. Coach Hubbard stated that these kids are not very big but they hit the golf ball very well work hard at their game. He continued that there are two girls, not present, that are four year letter winners for them and if it weren't for them the team wouldn't be here. Coach Hubbard thanked the Board.

Member Berglund indicated she would be attending the luncheon the next day for the 15<sup>th</sup> anniversary of the Community Compact and will make a presentation to McLean County Community Compact in recognition of their 15<sup>th</sup> Anniversary.

Member Sorensen, Vice-Chairman, presented the following:

**FISCAL YEAR 2006 COMBINED ANNUAL  
APPROPRIATION AND BUDGET ORDINANCE**

WHEREAS, pursuant to Chapter 55, Illinois Compiled Statutes (2002), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006, and has further listed and specified the several detailed statements of budgeted itemized County expenditures in the attached recommended budgets; now, therefore,

51  
53

**BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD**, County of McLean in the meeting assembled that the 2006 Fiscal Year begins January 1, 2006 and ends December 31, 2006.


**BE IT ORDERED**, that the attached recommended budget be and the same is hereby adopted and appropriated as the annual budget of McLean County for the 2006 Fiscal Year beginning January 1, 2006.

**BE IT FURTHER ORDERED**, that the amounts listed as budget amounts for the fiscal year in the schedules of the annual budget herein adopted be and the same are hereby appropriated for the purposes herein specified or so much thereof as may be authorized by law, which amounts are in summary those listed below:

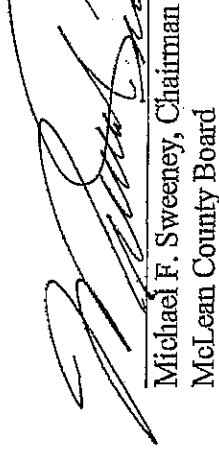
(2)

ADOPTED by the County Board of the County of McLean, Illinois, this 15th day of November, 2005.

ATTEST:

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

ADOPTED:

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Gordon moved the County Board approve a Request for Approval and Adoption of the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance and the Five Year Capital Improvement Plan and Authorize the Chairman and the County Clerk to sign. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. The full document is on file for review at the McLean County Clerk's office.

**PROPOSED McLEAN COUNTY 2005 TAX LEVY ORDINANCE**

WHEREAS, pursuant to Chapter 35, Illinois Compiled Statutes (2002), Paragraph 20-5/156, the County Board of McLean County, Illinois, at the November 15, 2005 meeting, has considered a Tax Levy Ordinance in the amount of \$27,418,621.00 for County purposes; and

WHEREAS, the County Board of McLean County has deemed that it will be necessary to levy taxes in the amount of \$27,418,621.00 to be raised upon the real property, land, and railroads, in McLean County, Illinois for the raising of monies for the several objects and purposes specified in said Annual Budget and Appropriation Ordinance, and as specified in Attachment A to this Ordinance; now, therefore,

BE IT ORDERED that the words "full assessed valuation" shall be held and taken to mean full assessed valuation as equalized or assessed by the McLean County Board of Review and the Illinois Department of Revenue, on all taxable property in the political subdivision of the County of McLean for the current year.

BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD that there is hereby levied, separate property taxes as follows:

**PROPOSED 2005 TAX LEVY BY FUND**

<u>Fund</u>	<u>2005 Tax Levy</u>	<u>Statutory Maximum</u>	<u>Statutory Authority</u>
0001 County General Fund	\$ 7,219,191.00	\$ 0.2500	Chapter 55, <u>Illinois Compiled Statutes (2002)</u> , 5/5-1024
0120 County Highway Fund	\$ 2,110,365.00	\$ 0.0750	Chapter 605, <u>Illinois Compiled Statutes</u> (2002), 5/5-601
0121 Bridge Matching Fund	\$ 1,449,950.00	\$ 0.0500	Chapter 605, <u>Illinois Compiled Statutes</u> (2002), 5/5-602
0122 County Matching Fund	\$ 1,087,810.00	\$ 0.0375	Chapter 605, <u>Illinois Compiled Statutes</u> (2002), 5/5-603

(2)

0110 Persons/Developmental Disabilities Fund	\$ 586,794.00	\$ 0.1000	Chapter 55, <u>Illinois Compiled Statutes (2002)</u> , 105-1
0111 Tuberculosis Care and Treatment Fund	\$ 287,779.00	\$ 0.0750	Referendum 11/6/60 and action of County Board of Supervisors 6/15/61, Chapter 55, <u>Illinois Compiled Statutes (2002)</u> , 5/5-23029
0112 Health Department Fund	\$ 2,642,018.00	\$ 0.1500	Chapter 55, <u>Illinois Compiled Statutes (2002)</u> , 5/5-25003. Increased by Referendum in accordance with Chapter 55, <u>Illinois Compiled Statutes (2002)</u> , 5/5-25025 for Mental Health
0129 Children's Advocacy Fund	\$ 115,000.00	\$ 0.0040	Chapter 55, <u>Illinois Compiled Statutes (2002)</u> 80/6. Established by Referendum in accordance with Chapter 55, <u>Illinois Compiled Statutes (2002)</u> 80/6, November 8, 1994.
0130 Federal Social Security Fund	\$ 2,048,000.00	none	Chapter 40, <u>Illinois Compiled Statutes (2002)</u> , 5/21-110
0131 Illinois Municipal Retirement Fund	\$ 2,060,240.00	none	Chapter 40, <u>Illinois Compiled Statutes (2002)</u> , 5/7-171

0134 Historical Museum Fund	\$ 58,410.00	\$ 0.0020	(3)	Chapter 55, <u>Illinois Compiled Statutes (2002)</u> , 5/6-23001
0135 Tort Judgment Fund	\$ 2,157,068.00	none		Chapter 745, <u>Illinois Compiled Statutes (2002)</u> , 10/9-107
0136 Veterans Assistance	\$ 156,153.00	\$ 0.0300		Chapter 55, <u>Illinois Compiled Statutes (2002)</u> , 5/5-2006
0161 Public Building Commission Leases				
Law and Justice Center Lease Bond	\$ 2,115,613.00	none		September 15, 1987, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes (2002)</u> , 20/18
Government Center Lease Bond	\$ 526,027.00	none		November 20, 2001, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes (2002)</u> , 20/18
0162 Public Building Commission Additional Rental				
Law and Justice Center Additional Rental Fund	\$ 1,834,086.00	none		Chapter 50, <u>Illinois Compiled Statutes (2002)</u> 20/18

(4)

Government Center Additional Rental Fund	\$ 331,564.00	none	Chapter 50, <u>Illinois Compiled Statutes (2002)</u> 20/18
Old County Courthouse Additional Rental Fund	\$ 182,553.00	none	Chapter 50, <u>Illinois Compiled Statutes (2002)</u> 20/18
0133 Cooperative Extension Fund	\$ 450,000.00	\$ 0.0500	Chapter 505, <u>Illinois Compiled Statutes (2002)</u> 45/8. Approved by referendum.

**TOTAL TO BE LEVIED: \$27,418,621.00**

**BE IT FURTHER ORDERED** that the Levies with respect to each of the foregoing funds as separate and numbered above be and are hereby separate and apart from each other.

**BE IT FURTHER ORDERED** that the Levies, to be extended by the County Clerk with respect to each of the foregoing funds separated and numbered above, are not in excess of the rate authorized by Statute or referendum for the County of McLean (Chapter 35, Illinois Compiled Statutes (2002), 205/162).

That the sums levied above in the amount of \$27,418,621.00 were levied pursuant to Chapter 35, Illinois Compiled Statutes (2002), Paragraph 215/8, and that this Ordinance is a certification by the County Board Chairman that the McLean County Board is in compliance with the Truth in Taxation Act.

That the provisions of the Appropriation and this Ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.



(5)

That the sums heretofore levied in the amount of \$27,418,621.00 be raised by taxation upon the property in this County and the County Clerk of McLean County is hereby ordered to compute and extend upon the proper collector's books for the said year, the sums heretofore levied or so much as will not in aggregate exceed the limit established by law on the assessed valuation as equalized by the Department of Revenue for the Year 2005.

APPROVED and ADOPTED by the County Board of McLean County, Illinois, at the meeting of November 15, 2005.

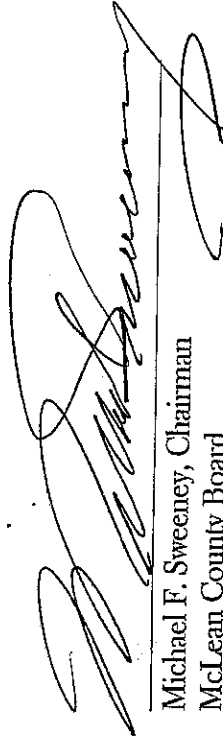
Dated this 15<sup>th</sup> day of November, 2005.

ATTEST:



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

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

e:\john\budget\txlevord\_FY2006.bud

ATTACHMENT A TO THE 2005 TAX LEVY ORDINANCE

FUND 0001 – GENERAL FUND

The amount of \$7,219,191.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For the Expense of the Regional Office of Education – County Board Office	\$ 226,785.00
(2) For the Election Expense – County Clerk's Office	\$ 519,242.00
(3) For the Expense of the 11 <sup>th</sup> Circuit Court, McLean County	\$ 815,554.00
(4) For the Expense of the Jury Commission	\$ 101,032.00
(5) For the Full-Time Employees Salary Expense – Public Defender's Office	\$1,090,412.00
(6) For the Care and Support Expense – Court Services Department	\$ 150,000.00
(7) For the Full-Time Employees Salary Expense – Adult Jail, Sheriff's Department	\$2,513,700.00
(8) For the Personal Hygiene Expense – Adult Jail, Sheriff's Department	\$ 9,810.00
(9) For the Contract Services Expense – Information Services Department	\$ 681,500.00
(10) For the Software License Agreements – Information Services Department	\$ 165,000.00
(11) For the Election Expense – City of Bloomington Election Commission	\$ 452,327.00
(12) For the Full-Time Salary Expense – Supervisor of Assessments Office	\$ 377,950.00
(13) For the Food Expense – Juvenile Detention Center, Court Services Department	\$ 40,000.00
(14) For the R.O.E. – Jail GED Education – Adult Jail, Sheriff's Department	\$ 15,400.00
(15) For the Postage Expense – Supervisor of Assessments Office	\$ 30,000.00
(16) For the Data Communication Line Expense – Information Services Department	\$ 30,000.00
(17) For the Purchase of Gasoline/Oil/Diesel Fuel – Emergency Management Department	\$ 479.00

GENERAL FUND TOTAL: \$7,219,191.00

(2)

FUND 0110 – PERSONS WITH DEVELOPMENTAL DISABILITIES FUND

The amount of \$586,794.00 is to be levied and collected for the following purposes:

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For Contract Services Expense \$ 586,507.00
  - (2) For the Administrative Surcharge Expense \$ 287.00
- TOTAL: \$ 586,794.00

FUND 0111 – TB CARE AND TREATMENT FUND

The amount of \$287,779.00 is to be levied and collected for the following purposes:

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0062 Personal Health Services:

- (1) For Salaries, Differential Pay, Overtime, and Performance Incentive Pay \$ 154,330.00
- (2) For Employees Medical Insurance \$ 13,110.00
- (3) For the Purchase of Books, Videos, Publications \$ 200.00
- (4) For the Purchase of Operating/Office Supplies \$ 185.00
- (5) For the Purchase of Educational Materials \$ 400.00
- (6) For the Purchase of Letterhead/Printed Forms \$ 400.00
- (7) For the Purchase of Vaccines/Prescription Medicines \$ 12,000.00

(3)

(8) For the Contractual Services Expenses \$ 107,154.00  
TB CARE AND TREATMENT FUND TOTAL: \$ 287,779.00

FUND 0112 - HEALTH DEPARTMENT FUND

The amount of \$2,642,018.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0060 - Mental Health Services

(1) For Full-Time Employees Salaries \$ 32,870.00  
(2) For Employee Medical Insurance \$ 1,200.00  
(3) For Purchase of Materials and Supplies \$ 306.00  
(4) For Contractual Services \$ 820,345.00  
SUB-TOTAL: \$ 854,721.00

In Sub-department 0061 - Environmental Health

(1) For Full-Time Employees Salaries \$ 447,439.00  
SUB-TOTAL: \$ 447,439.00

(4)

In Sub-department 0062 – Personal Health Services

(1) For Full-Time Employees Salaries	\$ 805,118.00	
(2) For Part-Time Employees Salaries	\$ 52,900.00	
(3) For the Medical Director's Fee	\$ 18,420.00	
(4) For the Purchase of Medical/Nursing Supplies	\$ 10,500.00	
(5) For the Purchase of Vaccines/Prescriptions	\$ <u>23,172.00</u>	
		SUB-TOTAL: \$ 910,110.00

In Sub-department 0063 – Administrative Services

(1) For Full-Time Employees Salaries	\$ 258,969.00	
(2) For Performance Incentive Pay	\$ 1,023.00	
(3) For Purchase of Operating/Office Supplies	\$ 2,850.00	
(4) For Purchase of Postage	\$ 1,033.00	
(5) For the Purchase of Computer Equipment	\$ 1,000.00	
(6) For the Purchase of Computer Software	\$ <u>3,780.00</u>	
		SUB-TOTAL: \$ 268,655.00

In Sub-department 0067 – Health Promotion

(1) For Full-Time Employees Salaries	\$ 96,564.00	
(2) For Part-Time Employees Salaries	\$ 19,997.00	
(3) For Performance Incentive Pay	\$ 1,923.00	
(4) For Employees Medical/Life Insurance	\$ 6,930.00	
(5) For the Expense of Materials and Supplies	\$ 6,895.00	
(6) For the Expense of Contractual Services	\$ <u>27,284.00</u>	

(5)

(7) For the Expense of Capital Equipment  
\$ 1,500.00  
\$ 161,093.00

SUB-TOTAL:

HEALTH DEPARTMENT FUND TOTAL: \$2,642,018.00

FUND 0120 – COUNTY HIGHWAY FUND

The amount of \$2,110,365.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance as approved and adopted by the McLean County Board:

- (1) For Full-Time Employees Salaries \$ 723,365.00
- (2) For Occasional/Seasonal Employees \$ 34,000.00
- (3) For Employees Medical/Life Insurance \$ 111,000.00
- (4) For Purchase of Gasoline/Diesel Fuel/Oil \$ 190,000.00
- (5) For Purchase of Furnishings/Office Equipment \$ 15,000.00
- (6) For Maintenance Roads/Drainage Structures \$ 87,300.00
- (7) For Equipment Rental \$ 8,000.00
- (8) For Contract Services \$ 50,000.00
- (9) For Office Equipment/Furniture Maintenance \$ 500.00
- (10) For the Purchase/Construction of Capitalized Assets \$ 891,200.00

COUNTY HIGHWAY FUND TOTAL: \$2,110,365.00

(6)

FUND 0121 – COUNTY BRIDGE MATCHING FUND

The amount of \$1,449,950.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For Full-Time Employees Salaries \$ 220,214.00
- (2) For Overtime Expenses \$ 14,000.00
- (3) For Performance Incentive Pay \$ 1,000.00
- (4) For Maintenance of Roads/Drainage Structures \$ 50,000.00
- (5) For Contract Services – Engineering and Design \$ 95,000.00
- (6) For Construction of Roads, Bridges, Culverts \$1,059,736.00
- (7) For Purchase of Right-of-Way \$ 10,000.00

COUNTY BRIDGE MATCHING FUND TOTAL: \$1,449,950.00

FUND 0122 – COUNTY MATCHING FUND

The amount of \$1,087,810.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For Engineering/Design Expenses \$ 21,000.00
- (1) For the Construction of Roads, Bridges, Culverts \$1,058,010.00
- (2) For the Administrative Surcharge \$ 8,800.00

COUNTY MATCHING FUND TOTAL: \$1,087,810.00

(7)

FUND 0129 – CHILDREN’S ADVOCACY CENTER

The amount of \$115,000.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For the Salary of the Director, Children’s Advocacy Center	\$ 59,887.00
(2) For Performance Incentive Pay	\$ 500.00
(3) For Employee Medical Expense	\$ 27,000.00
(4) For Purchase of Materials and Supplies	\$ 9,360.00
(5) For Contract Services	\$ 12,253.00
(6) For Maintenance Buildings/Grounds	\$ 2,000.00
(7) For Purchase of Computer Equipment	\$ 1,000.00
(8) For Gas Service	\$ <u>3,000.00</u>
TOTAL:	\$ <u>115,000.00</u>

FUND 0130 – F.I.C.A. – SOCIAL SECURITY EXPENSE

The amount of \$2,048,000.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Fringe Benefits/FICA Social Security Contribution	\$1,749,070.00
(2) For Interfund Transfers	\$ <u>298,930.00</u>
TOTAL:	\$ <u>2,048,000.00</u>



(8)

FUND 0131 – I.M.R.F. FUND

The amount of \$2,060,240.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For Fringe Benefits/ IMRF Contribution
- (2) For Interfund Transfers

	\$1,848,064.00
	<u>\$ 212,176.00</u>
TOTAL:	<u>\$2,060,240.00</u>

9

FUND 0133 – CO-OPERATIVE EXTENSION

The amount of \$450,000.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

- (1) For Contract Services – Co-Operative Extension Services

	\$ 450,000.00
TOTAL:	<u>\$ 450,000.00</u>

FUND 0134 – HISTORICAL MUSEUM

The amount of \$58,410.00 is to be levied and collected for the following purposes.

(9)

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Contract Services -- Historical Museum Expense	\$ 58,410.00
TOTAL:	\$ <u>58,410.00</u>

FUND 0135 -- TORT JUDGMENT FUND

The amount of \$2,157,068.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0022 -- Juvenile Detention Health Services

(1) For Salaries and Overtime Expense	\$ 47,275.00
(2) For Employees Medical/Life Insurance	\$ 3,000.00
(3) For the Purchase of Materials and Supplies	\$ 700.00
(4) For Contractual Services Expenses	\$ <u>42,996.00</u>
SUB-TOTAL:	\$ 93,971.00

In Sub-department 0073 -- Risk Management/Adult Correctional Health Services

(1) For Salaries, Overtime Expense, and Performance Incentive Pay	\$ 379,060.00
(2) For Employees Medical/Life Insurance	\$ 18,000.00
(3) For the Purchase of Materials and Supplies	\$ 130,100.00

(10)

(4) For Contractual Services Expense	\$ 283,787.00
(5) For the Purchase of Capital Items	<u>\$ 7,000.00</u>
<b>SUB-TOTAL:</b>	<b>\$ 817,947.00</b>

In Sub-department 0077 – Risk Management/Insurance

(1) For Salaries and Overtime Expense	\$ 63,040.00
(2) For Employees Medical/Life Insurance	\$ 3,000.00
(3) For the Purchase of Materials and Supplies	\$ 4,450.00
(4) For Contractual Services Expense	<u>\$ 954,599.00</u>
<b>SUB-TOTAL:</b>	<b>\$1,025,089.00</b>

In Sub-department 0078 – Risk Management/Civil Division

(1) For Salaries and Performance Incentive Pay	\$ 196,081.00
(2) For Employees Medical/Life Insurance	\$ 8,790.00
(3) For the Purchase of Materials and Supplies	\$ 800.00
(4) For Contractual Services Expense	<u>\$ 14,390.00</u>
<b>SUB-TOTAL:</b>	<b>\$ 220,061.00</b>
<b>TOTAL:</b>	<b><u>\$2,157,068.00</u></b>

FUND 0136 – VETERANS ASSISTANCE COMMISSION

The amount of \$156,153.00 is to be levied and collected for the following purposes.

(11)

Pursuant to the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Salaries and Performance Incentive Pay	\$ 64,613.00
(2) For County IMRF Contribution	\$ 5,544.00
(3) For Employees Medical/Life Insurance	\$ 6,000.00
(4) For FICA/Social Security Contribution	\$ 4,943.00
(5) For the Purchase of Materials and Supplies	\$ 2,450.00
(6) For Contractual Services Expense	\$ 72,603.00
<b>TOTAL:</b>	<b>\$ 156,153.00</b>

20

FUND 0161 – PUBLIC BUILDING COMMISSION LEASES

The amount of \$2,115,613.00 to be levied and collected for the following purposes.

Pursuant to the provisions of the Amendment to the Lease Agreement for the Law and Justice Center between the Public Building Commission of McLean County and the County of McLean, Illinois:

(1) For Annual Lease Payment/Debt Service Payment to the Public Building Commission \$2,115,613.00

The amount of \$526,027.00 to be levied and collected for the following purposes.

Pursuant to the provisions of the Lease Agreement for the 115 East Washington Street building between the Public Building Commission of McLean County and the County of McLean, dated November 20, 2001.

(1) For Annual Lease Payment/Debt Service Payment to the Public Building Commission \$ 526,027.00

(12)

FUND 0162 - PUBLIC BUILDING COMMISSION ADDITIONAL RENT, OPERATIONS, MAINTENANCE

The amount of \$1,834,086.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Amendment to the Agreement for the Operations and Maintenance of the Law and Justice Center between the Public Building Commission of McLean County and the County of McLean, Illinois.

(1) For Additional Rental Payment due to the Public Building Commission \$ 1,834,086.00

The amount of \$331,564.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Agreement for the Operations and Maintenance of the Government Center between the Public Building Commission of McLean County and the County of McLean, Illinois, dated November 20, 2001.

(1) For Additional Rental Payment due to the Public Building Commission \$ 331,564.00

The amount of \$182,553.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Agreement for the Operations and Maintenance of the Old County Courthouse Building between the Public Building Commission of McLean County and the County of McLean, Illinois.

(1) For Additional Rental Payment due to the Public Building Commission \$ 182,553.00

McLEAN COUNTY PROPERTY TAX LEVY: 2004 - 2006

COUNTY FUNDS	MAXIMUM TAX RATE	PROPERTY TAX LEVY IN 2004		PROPERTY TAX LEVY IN 2005		PROPERTY TAX LEVY IN 2006		CHANGE FROM PRIOR YEAR		% CHANGE
		PAYABLE	TAX RATE	PAYABLE	TAX RATE	PAYABLE	TAX RATE	INCREASE/(DECREASE)	AMOUNT	
General Fund 0001	\$0.25000	\$ 6,806,498.00	0.24518	\$ 6,906,186.00	0.24717	\$ 7,219,191.00	\$ 313,011.00	4.53%		
Persons/Dev. Disabilities 0110	\$0.10000	\$ 588,267.00	0.02087	\$ 575,288.00	\$ 0.02009	\$ 586,794.00	\$ 11,508.00	2.00%		
TB Care & Treatment 0111	\$0.07500	\$ 281,159.00	0.01024	\$ 285,029.00	\$ 0.00985	\$ 287,779.00	\$ 2,750.00	0.96%		
Health Department 0112	\$0.15000	\$ 2,510,430.00	0.09211	\$ 2,563,277.00	\$ 0.09046	\$ 2,642,018.00	\$ 78,741.00	3.07%		
County Highway 0120	\$0.07500	\$ 1,959,806.00	0.07249	\$ 2,010,063.00	\$ 0.07226	\$ 2,110,365.00	\$ 100,302.00	4.99%		
Bridge Matching 0121	\$0.05000	\$ 1,322,000.00	0.04889	\$ 1,381,478.00	\$ 0.04984	\$ 1,449,950.00	\$ 68,472.00	4.95%		
County Matching 0122	\$0.03750	\$ 1,017,000.00	0.03750	\$ 1,036,442.00	\$ 0.03724	\$ 1,087,810.00	\$ 51,368.00	4.98%		
Children's Advocacy 0129	\$0.00400	\$ 108,943.00	0.00397	\$ 110,554.00	\$ 0.00394	\$ 115,000.00	\$ 4,446.00	4.02%		
FICA 0130	NONE	\$ 1,942,734.00	0.07134	\$ 1,985,166.00	\$ 0.07012	\$ 2,048,000.00	\$ 62,834.00	3.17%		
IMRF 0131	NONE	\$ 1,621,905.00	0.05999	\$ 1,658,539.00	\$ 0.07054	\$ 2,060,240.00	\$ 401,701.00	24.22%		
Historical Museum 0134	\$0.00200	\$ 54,470.00	0.00199	\$ 55,276.00	\$ 0.00200	\$ 58,410.00	\$ 3,134.00	5.87%		
Tort Judgment 0135	NONE	\$ 1,986,584.00	0.07348	\$ 2,078,928.00	\$ 0.07385	\$ 2,157,068.00	\$ 80,140.00	3.86%		
Veterans Assistance 0136	\$0.03000	\$ 149,190.00	0.00552	\$ 148,388.00	\$ 0.00535	\$ 158,153.00	\$ 9,765.00	6.87%		
L & J Debt Service 0161	NONE	\$ 2,115,613.00	0.07825	\$ 1,871,434.00	\$ 0.07244	\$ 2,115,613.00	\$ (37,348.00)	-2.00%		
L & J Add'l Rental 0162	NONE	\$ 1,817,411.00	0.06722	\$ 1,871,434.00	\$ 0.06250	\$ 1,834,086.00	\$ 118,434.00	23.05%		
Gov't Center Debt Service 0161	NONE	\$ 407,983.00	0.01508	\$ 407,593.00	\$ 0.01801	\$ 526,027.00	\$ 118,434.00	23.05%		
Gov't Center Add'l Rental 0162	NONE	\$ 151,056.00	0.00559	\$ 321,076.00	\$ 0.01135	\$ 331,564.00	\$ 10,488.00	3.27%		
Cooperative Extension 0133	\$0.05000	\$ 425,000.00	0.01572	\$ 437,750.00	\$ 0.01541	\$ 450,000.00	\$ 12,250.00	2.80%		
ETSB 911 Debt Service	NONE	\$ 307,125.00	0.01136	\$ 307,125.00	\$ -	\$ -	\$ (307,125.00)	-100.00%		
ETSB 911 Surcharge Abatement	NONE	\$ (307,125.00)	-0.01136	\$ (307,125.00)	\$ -	\$ -	\$ 307,125.00	-100.00%		
Old Courthouse Add'l Rental 0162	NONE	\$ 134,316.00	0.00497	\$ 178,546.00	\$ 0.00625	\$ 182,553.00	\$ 4,007.00	2.24%		
<b>TOTAL:</b>		\$ 25,379,946.00	0.93884	\$ 26,122,618.00	\$ 0.93877	\$ 27,418,621.00	\$ 1,296,003.00	4.96%		
<b>Equalized Assessed Valuation:</b>		\$ 2,914,955,098.00		\$ 3,067,935,130.00		\$ 3,220,000,000.00	\$ 152,064,870.00	4.96%		
<b>Adjusted EAV for Computing Tax Rates:</b>		\$ 2,703,538,784.00		\$ 2,782,765,456.00		\$ 2,920,695,843.00	\$ 137,930,187.00	4.96%		

Members Sorensen/Renner moved the County Board approve a Request for Approval and Adoption of the 2005 Tax Levy Ordinance for McLean County and Authorize the Chairman and the County Clerk to Sign. Clerk Milton shows the roll call vote as follows: O'Conner-yes; Owens-yes; Rackauskas-yes; Renner-yes; Segobiano-yes; Selzer-yes; Sorensen-yes; Ahart-yes; Bass-yes; Berglund-yes; Cavallini-yes; Dean-yes; Gordon-yes; Harding-yes; Hoselton-yes; Nuckolls-yes, and Sweeney-yes. Motion carried. Chairman Sweeney stated the reason for the roll call vote is that it is now State law.

**AMENDMENT TO THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 27, 1984 which became effective on January 1, 1985, and which has been subsequently amended; and,

WHEREAS, the full-time equivalent positions and their estimated personnel expenditures are detailed in this Resolution; and,

WHEREAS, the Full-Time Equivalent Positions Resolution includes an across-the-board increase of 2.5% for all County employees, other than Elected Officials and those employees covered by collective bargaining agreements; and,

WHEREAS, the Executive Committee has recommended to the County Board that said resolution be further amended in order to reflect all full-time equivalent (FTE) positions funded in the Fiscal Year 2006 McLean County Combined Annual Appropriation and Budget Ordinance; now, therefore,

BE IT RESOLVED that the following Funded Full-Time Equivalent Positions Resolution be and hereby is adopted:

**11.51 FULL-TIME EQUIVALENT POSITIONS AUTHORIZED.** The full-time equivalent positions as listed in the approved and adopted budget for each County department and office are approved in the Fiscal Year 2006 McLean County Combined Annual Appropriation and Budget Ordinance and are authorized to be filled.

**11.52 ADDITIONS OF POSITIONS.** In the event that there is a need for any position or positions in addition to those authorized herein, it shall be the responsibility of the Department Head to submit a request for funding to the proper committee; except that the Health Department and the Tuberculosis Clinic shall submit such funding requests to the Board of Health or Tuberculosis Care and Treatment Board, as the case may be. The authorization of any additional position(s) shall be accomplished only by amendment to this Resolution by the County Board.

**11.53 REPEAL.** The Funded Full-Time Equivalent Positions Resolution as adopted by the County Board on December 12, 1985 (Chapter 11, Sections 11.51 through 11.56 inclusive), and as subsequently amended is hereby repealed as of January 1, 2006.

**11.54 EFFECTIVE DATE.** This Resolution shall take effect and be in full force on and after January 1, 2006.

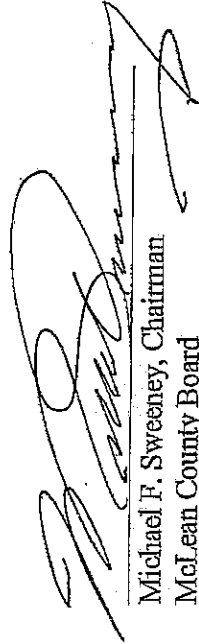
ADOPTED by the County Board of McLean County, Illinois, this 15th day of November, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

Members Sorensen/Ahart moved the County Board approve a Request for Approval and Adoption of the Fiscal Year 2006 Full-Time Equivalent Positions Resolutions and Authorize the Chairman and the County Clerk to Sign. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. The full document is on file for review at the McLean County Clerk's office.

Members Sorensen/Dean moved the County Board approve a Request for Approval for County Board Authorization to have the County Administrator Publish the Fiscal Year 2006 Adopted Budget Appropriation Ordinance and the 2005 Tax Levy Ordinance. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Member Sorensen thanked the Administrator's office, the staff of all the Departments in the County, the Department Heads, and Elected Officials. He stated that this job doesn't get easier even though they've done it year after year. It keeps getting harder and harder and it is the staff and the Elected Department Heads that really help us to get this thing done and make the Board Members' lives a lot easier. Chairman Sweeney thanked Member Sorensen and the Finance Committee for the work they did preparing the budget.



Member Sorensen, Vice-Chairman, presented the following:

AN ORDINANCE AMENDING "AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE"

WHEREAS, on December 18, 1984, the County of McLean did adopt an *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone*; and

WHEREAS, on October 15, 1985, the County of McLean did amend said Ordinance by extending the duration of the Enterprise Zone to December 31, 1998 and providing certain tax abatements therein; and

WHEREAS, on December 15, 1998, the County of McLean did amend said Ordinance by extending the duration of the Enterprise Zone to December 31, 2005 and removing local tax incentives in the Enterprise zone post December 31, 1998; and

WHEREAS, the County of McLean now desires to extend the duration of the Enterprise Zone to December 31, 2015; and

WHEREAS, a public hearing regarding such amendment has been held as provided by law; now, therefore

BE IT ORDAINED by the County Board of McLean County, Illinois as follows:

SECTION ONE: That Section Three of said Ordinance is hereby further amended to read as follows:

SECTION THREE: Duration. The duration of the zone shall be for a period extending not later than December 31, 2015.

SECTION TWO: That the provisions of the original Ordinance as previously amended and as hereby amended, being the "*Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone*" shall remain in full force and effect.

SECTION THREE: That this ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and from and after its approval by the Illinois Department of Commerce and Community Affairs.

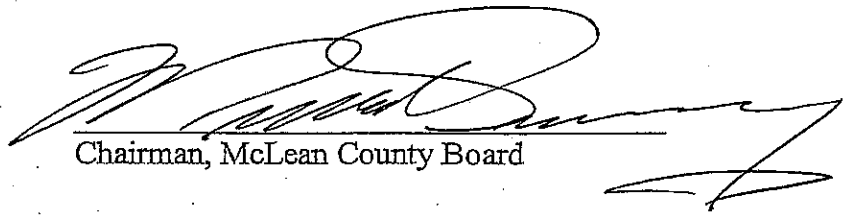
SECTION FOUR: That the McLean County Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as required by law and forward a certified copy of this ordinance to the Illinois Department of Commerce and Community Affairs for its approval and to file a certified copy of this ordinance in her office.

SECTION FIVE: That this ordinance is adopted pursuant to the authority granted the County of McLean by the Illinois Enterprise Zone Act.

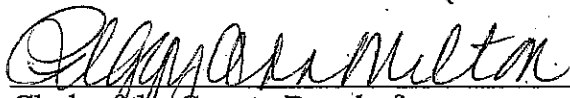
SECTION SIX: That the Enterprise Zone Administrator is hereby authorized and directed to cause application to be made to the State of Illinois pursuant to the Illinois Enterprise Zone Act.

APPROVED this \_\_\_\_ day of November, 2005.

APPROVED:

  
Chairman, McLean County Board

ATTEST:

  
Clerk of the County Board of  
McLean County, Illinois

AN ORDINANCE AMENDING "AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE"

WHEREAS, on December 18, 1984, the County of McLean did adopt an *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone*; and

WHEREAS, on October 15, 1985, the County of McLean did amend said Ordinance by extending the duration of the Enterprise Zone to December 31, 1998 and providing certain tax abatements therein; and

WHEREAS, on December 15, 1998, the County of McLean did amend said Ordinance by extending the duration of the Enterprise Zone to December 31, 2005 and removing local tax incentives in the Enterprise zone post December 31, 1998; and

WHEREAS, the County of McLean now desires to amend the proposed description of the Enterprise Zone; and

WHEREAS, a public hearing regarding such amendment has been held as provided by law; now therefore

BE IT ORDAINED by the County Board of McLean County, Illinois as follows:

SECTION ONE: That the area described and depicted in Appendix "A" of the original *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone* and incorporated by reference in Section One of said ordinance shall be, and the same is, hereby further amended to read as set forth in the Amended Appendix "A", a copy of which is attached hereto, marked Amended Appendix "A", and incorporated herein by reference.

SECTION TWO: That the provisions of the original Ordinance as previously amended and as hereby amended, being the "*Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone*" shall remain in full force and effect.

SECTION THREE: That this ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and from and after its approval by the Illinois Department of Commerce and Community Affairs.

SECTION FOUR: That the McLean County Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Community Affairs for its approval and to file a certified copy of this Ordinance in her office.

SECTION FIVE: That this Ordinance is adopted pursuant to the authority granted the County of McLean by the Illinois Enterprise Zone Act.

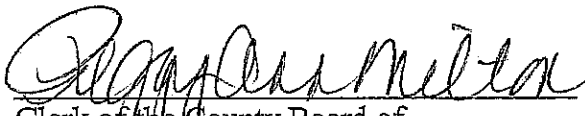
SECTION SIX: That the Enterprise Zone Administrator is hereby authorized and directed to cause an application to be made to the State of Illinois pursuant to the Illinois Enterprise Zone Act.

APPROVED this \_\_\_\_ day of November, 2005.

APPROVED:

  
Chairman, McLean County Board

ATTEST:

  
Clerk of the County Board of  
McLean County, Illinois

October 7, 2005

**3 Foot-Wide Strip (connecting existing Enterprise Zone with Dawson Township Transmission Line Strip)**

A strip of land 3 feet wide in Townships 23 North, Range 2 East and 23 North, Range 3 East, of the Third Principal Meridian, Townships 24 North, Range 2 East and 24 North, Range 3 East, of the Third Principal Meridian, all in McLean County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Beginning at the Northeast Corner of Section 1, in said Township 23 North, Range 3 East of the Third Principal Meridian. From said Point of Beginning, thence west along the North Lines of Sections 1 through 6, inclusive, in said Township 23 North, Range 3 East to the Northwest Corner of said Section 6; thence west along the North Lines of Sections 1 through 5, inclusive, in said Township 23 North, Range 2 East to the Centerline of Western Avenue in the Northeast Quarter of said Section 5; thence south along the Centerline of said Western Avenue to the North Line of Market Street Right-of-Way and the Point of Terminus.

## Sub-Stations

### Arrowsmith O & M Facility:

All that part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, lying north of the N & W Railroad.

### Dawson Sub-Station:

The South 930 Feet of the East 1036 Feet of the Southwest Quarter of Section 12, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois.

### Interconnect Station:

#### Tract No. 1:

A part of the Southwest Quarter of Section 6, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point 23.75 chains east of the Southwest Corner of said Southwest Quarter, thence east 25.48 chains; thence north 40.16 chains to the North Line of said Southwest Quarter, thence west 30.14 chains to a point 19.13 chains east of the Northwest Corner of said Southwest Quarter; thence south 14 chains; thence east 4.62 chains; thence south 26.16 chains to the Point of Beginning, except the South 1,327 feet thereof.

#### Tract No. 2:

The West 50 feet of the South 1,327 feet of the following: A part of the Southwest Quarter of Section 6; Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point 23.75 chains east of the Southwest Corner of said Southwest Quarter; thence east 25.48 chains; thence north 40.16 chains to the North Line of said Southwest Quarter; thence west 30.14 chains to a point 19.13 chains east of the Northwest Corner of said Southwest Quarter; thence south 14 chains; thence east 4.62 chains; thence south 26.16 chains to the Point of Beginning.

### 200 Foot-Wide Transmission Line Strip

A strip of land 200 feet wide in Sections 3, 4, 5, 6, 10, 11 and 12 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 100 feet on each side of the following described Centerline:

#### TL Centerline

Beginning at a point lying 2,492 feet north of the South Line of said Section 12 and 1,019 feet east of the West Line of said Section 12. From said Point of Beginning, thence north  $89^{\circ}-45'-15''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,495.14 feet; thence north  $00^{\circ}-14'-46''$  east 2,188.82 feet; thence north  $89^{\circ}-44'-58''$  west 4,457.44 feet; thence north  $00^{\circ}-15'-08''$  east 2,907.93 feet; thence north  $88^{\circ}-45'-04''$  west 18,441.14 feet to a point lying 190 feet south of the North Line of the Southwest Quarter of said Section 6, said point being on the East Line of the following described property and also being the Point of Terminus: A part of the Southwest Quarter of Section 6, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point 23.75 chains east of the Southwest Corner of said Southwest Quarter, thence east 25.48 chains; thence north 40.16 chains to the North Line of said Southwest Quarter, thence west 30.14 chains to a point 19.13 chains east of the Northwest Corner of said Southwest Quarter; thence south 14 chains; thence east 4.62 chains; thence south 26.16 chains to the Point of Beginning.

### 3 Foot Wide Connecting Strips (Dawson - Area 1)

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 1 through 14, inclusive, in Township 23 North, Range 4 East of the Third Principal Meridian, and Sections 31 through 36, inclusive, in Township 24 North, Range 4 East of the Third Principal Meridian, in McLean County, Illinois, more particularly described as follows:

#### Centerline No. D-1-B:

Beginning at the Northwest Corner of said Section 3. From said Point of Beginning, thence south along the West Line of said Section 3 to a point lying 1,295 feet north of the Southwest Corner of the Northwest Quarter of said Section 3 and the Point of Terminus.

#### Centerline No. D-1-C:

Beginning at the Northwest Corner of said Section 4. From said Point of Beginning, thence south along the West Line of said Section 4 to the Southwest Corner of said Section 4; thence south 1,435 feet along the West Line of the Northwest Quarter of said Section 9 to the Point of Terminus.

#### Centerline No. D-1-E:

Beginning at the Northeast Corner of said Section 10. From said Point of Beginning, thence south along the East Line of said Section 10 to a point lying 927 feet north of the Southeast Corner of said Northeast Quarter and the Point of Terminus.

#### Centerline No. D-1-F:

Beginning at the Southeast Corner of said Section 1. From said Point of Beginning, thence west along the South Lines of said Sections 1, 2 and 3 to the Southwest Corner of the Southeast Quarter of said Section 3 and the Point of Terminus.

#### Centerline No. D-1-G:

Beginning at the Southeast Corner of the Southwest Quarter of said Section 11. From said Point of Beginning, thence north along the East Line of said Southwest Quarter, the East Line of the Northwest Quarter of said Section 11 and the East Line of the Southwest Quarter of said Section 2 to a point lying 2,664 feet north of the Southeast Corner thereof and the Point of Terminus.

#### Centerline No. D-1-H:

Beginning at the Southeast Corner of said Section 12. From said Point of Beginning, thence west along the South Line of said Section 12 to the Southwest Corner thereof; thence west 85 feet along the South Line of said Section 11 to the Point of Terminus.

#### Centerline No. D-1-I:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 13. From said Point of Beginning, thence west 2,292 feet along the North Line of said Southeast Quarter to the Point of Terminus.



**Centerline No. D-1- J:**

Beginning at the Northeast Corner of said Section 1. From said Point of Beginning, thence west along the North Lines of said Sections 1 through 6, inclusive to the Northwest Corner of said Section 6 and the Point of Terminus.

**3 Foot Wide Connecting Strips (Dawson - Area 2)**

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 20 through 33, inclusive and 36 in Township 23 North, Range 4 East of the Third Principal Meridian in McLean County, Illinois, more particularly described as follows:

**Centerline No. D-2-A:**

Beginning at the Northeast Corner of the Southeast Quarter of said Section 24. From said Point of Beginning, thence west along the North Line of said Southeast Quarter and the North Line of the Southwest Quarter of said Section 24 to the Northwest Corner of said Southwest Quarter; thence south along the West Line of said Southwest Quarter to the Southwest Corner thereof; thence west along the North Lines of said Sections 26, 27 and 28 to the Northwest Corner of said Section 28; thence south along the East Line of said Section 29 to the Southeast Corner thereof; thence west along the South Line of said Section 29 to the Southwest Corner thereof; thence south 862 feet along the West Line of said Section 32 to the Point of Terminus.

**Centerline No. D-2-B:**

Beginning at the Southeast Corner of the Southwest Quarter of said Section 29. From said Point of Beginning, thence north 770 feet along the West Line of said Southwest Quarter to the Point of Terminus

**Centerline No. D-2-C:**

Beginning at a point on the South Line of the Southwest Quarter of said Section 22 at a north-south road running through said Southwest Quarter. From said Point of Beginning, thence north, west, north and east along the Centerline of said north-south road to a point lying 27 feet south and 1,366 feet west of the Northeast Corner of the Southeast Quarter of said Southwest Quarter and the Point of Terminus.

**Centerline No. D-2-D:**

Beginning at the Southeast Corner of the Southwest Quarter of said Section 23. From said Point of Beginning, thence north 1,298 feet along the East Line of said Southwest Quarter and the Point of Terminus.

**Centerline No. D-2-E:**

Beginning at a point lying 1.5 feet west of the Northwest Corner of the Southwest Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. From said Point of Beginning, thence north parallel with the East Line of the Southeast Quarter of said Section 25 to a point on a northwest-southeast road running through said Section 25; thence northwest along the Centerline of said northwest-southeast road to a point lying 686 feet west of the West Line of said Section 25 and the Point of Terminus.

**Centerline No. D-2-F:**

Beginning at the Northeast Corner of said Section 36. From said Point of Beginning, thence west along the North Line of said Section 36 to a point lying 279 feet east of the Northwest Corner of the Northeast Quarter of said Section 36 and the Point of Terminus.

### **3 Foot Wide Connecting Strips (Arrowsmith - Area 1)**

A strip of land 3 feet wide in Sections 1 through 16, inclusive, Township 23 North, Range 5 East of the Third Principal Meridian, Sections 1 and 12, Township 23 North, Range 4 East of the Third Principal Meridian, and Sections 31, 32 and 33 in Township 24 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 1.5 feet on each side of the following described Centerlines:

#### **Centerline No. A-1-A:**

Beginning at the Southwest Corner of said Section 9. From said Point of Beginning, thence east along the South Lines of said Sections 9 through 12, inclusive to the Southwest Corner of the Southeast Quarter of said Section 12 and the point of Terminus.

#### **Centerline No. A-1-B:**

Beginning at a point on the West Line of said Section 6 lying 2,243 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south along said West Line to the Southwest Corner of said Section 6 and the Point of Terminus.

#### **Centerline No. A-1-D:**

Beginning at the Southwest Corner of said Section 12, Township 23 North, Range 5 East of the Third Principal Meridian in said McLean County. From said Point of Beginning, thence north 1,327 feet along the West Line of the Southwest Quarter of said Section 12 to the Point of Terminus.

#### **Centerline No. A-1-E:**

Beginning at a point on the West Line of the Northwest Quarter of said Section 1, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, lying 1,835 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south along said West Line, the West Line of the Southwest Quarter of said Section 1 and the West Line of the Northwest Quarter of said Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, to a point lying 2,119 feet south of the Northwest Corner of the Northwest Quarter of said Section 12 and the Point of Terminus.

#### **Centerline No. A-1-F:**

Beginning at the Southeast Corner of said Section 8. From said Point of Beginning, thence north along the East Line of said Section 8 and the East Line of said Section 5 to the Northeast Corner thereof; thence west along the North Line of said Section 5 and the North Line of Section said 6 to the Northwest Corner thereof and the Point of Terminus.

#### **Centerline No. A-1-G:**

Beginning at the Southeast Corner of said Section 1. From said Point of Beginning, thence west along the South Lines of said Sections 1 through 6, inclusive, to the Southwest Corner of said Section 6 and the Point of Terminus

### **3 Foot Wide Connecting Strips (Arrowsmith – Area 2)**

A strip of land 3 feet wide in Sections 13, 14, 15, and 17 through 36, inclusive, in Township 23 North, Range 5 East of the Third Principal Meridian, Sections 13, 24, 25 and 36 in Township 23

North, Range 4 East of the Third Principal Meridian, and Section 30 in Township 23 North, Range 6 East of the Third Principal Meridian, all in McLean County, Illinois, and lying 1.5 feet on each side of the following described Centerlines:

**Centerline No. A-2-A:**

Beginning at a point on the North Line of the Northeast Quarter of said Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, lying 917 feet west of the Northeast Corner of said Northeast Quarter. From said Point of Beginning, thence west along the North Line of said Section 32 to the Northwest Corner thereof; thence north along the West Line of the Southwest Quarter of said Section 29 to the Northwest Corner thereof; thence west along the East-West Centerline of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, to the Northwest Corner of the Southwest Quarter of said Section 30; thence south along the West Line of said Southwest Quarter and the West Line of the Northwest Quarter of said Section 31 to the Southwest Corner thereof; thence south 562 feet along the West Line of the Southwest Quarter of said Section 31 to the Point of Terminus.

**Centerline No. A-2-B:**

Beginning at the Southwest Corner of the Northwest Quarter of said Section 34. From said Point of Beginning, thence north along the West Line of said Northwest Quarter to a point lying 1,404 feet south of the Northeast Corner of the Northeast Quarter of said Section 33 and the Point of Terminus.

**Centerline No. A-2-C:**

Beginning at a point on the North Line of the Northeast Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, lying 2,507 feet west of the Northeast Corner of said Northeast Quarter. From said Point of Beginning, thence west along the North Line of said Northeast Quarter, the North Line of the Northwest Quarter of said Section 36 and the North Line of said Section 35 to the Northwest Corner thereof; thence south along the Northwest Quarter of said Section 35 to the Southwest Corner thereof; thence west along the East-West Centerlines of said Sections 34 and 33 to a point lying 1,260 feet east of the Southwest Corner of the Northwest Quarter of said Section 33 and the Point of Terminus.

**Centerline No. A-2-D:**

Beginning at the Northwest Corner of the Southwest Quarter of said Section 35. From said Point of Beginning, thence south along the West Line of said Southwest Quarter to a point lying 890 feet north of the Southwest Corner of said Southwest Quarter and the Point of Terminus.

**Centerline No. A-2-E:**

Beginning at the Northeast Corner of said Section 35. From said Point of Beginning, thence south along the East Line of said Section 35 to a point lying 433 feet north of the Southeast Corner of said Section 35 and the Point of Terminus.

**Centerline No. A-2-F:**

Beginning at the Southwest Corner of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian in said McLean County. From said Point of Beginning, thence east 2,329 feet along the South Line of said Northwest Quarter to the Point of Terminus.

**Centerline No. A-2-G:**

Beginning at the Northeast Corner of said Section 25. From said Point of Beginning, thence west along the North Line of said Section 25 to the Northwest Corner thereof and the Point of Terminus.

**Centerline No. A-2-H:**

Beginning at a point on the East Line of the Southeast Quarter of said Section 21 lying 1,729 feet north of the Southeast Corner thereof. From said Point of Beginning, thence south 1,729 feet along the East Line of said Southeast Quarter; thence west along the South Lines of said Sections 21 and 20 to the Southwest Corner of said Section 20; thence north along the West Line of said Section 20 to the Northwest Corner thereof; thence west along the North Line of said Section 19 to the Centerline of a North-South Road running through said Section 19 and the Point of Terminus.

**Centerline No. A-2-I:**

Beginning at the Southwest Corner of said Section 17. From said Point of Beginning, thence east along the South Line of said Section 17 to a point lying 1,090 feet east of the Southwest Corner of the Southeast Quarter of said Section 17 and the Point of Terminus.

**Centerline No. A-2-J:**

Beginning at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 19. From said Point of Beginning, thence west along the South Line of the Northeast Quarter of said Southeast Quarter to a point lying 953 feet east of the Northwest Corner of the Southwest Quarter of said Southeast Quarter and the Point of Terminus.

**Centerline No. A-2-K:**

Beginning at the Northeast Corner of the Southeast Quarter of said Section 13. From said Point of Beginning, thence south along the East Line of said Southeast Quarter to the Northwest Corner of the Southwest Quarter of said Section 18; thence east along the North Line of said Southwest Quarter to the centerline of a road running north-south through the Southwest Quarter of said Section 18 and the Point of Terminus.

**Centerline No. A-2-L:**

Beginning at the Northeast Corner of said Section 25. From said Point of Beginning, thence south along the West Line of said Section 25 to the Southwest Corner of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, in said McLean County and the Point of Terminus.

**Centerline No. A-2-M:**

Beginning at the Northeast Corner of the Southeast Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, in said McLean County. From said Point of Beginning, thence south along the West Line of the Northwest Quarter of said Section 19 to the Southwest Corner thereof; thence east along the South Line of said Northwest Quarter to the Centerline of road running north-south through said Section 19 and the Point of Terminus.

**Centerline No. A-2-N:**

Beginning at the Southeast Corner of said Section 23. From said Point of Beginning, thence north along the East Line of said Section 23 to the Northeast Corner thereof; thence west along the North Line of said Section 23 and the North Lines of said Sections 22 and 21 to the Northwest Corner of said Section 21; thence north along the East Line of said Section 17 to the

Northeast Corner thereof; thence west along the North Line of said Section 17 and said Section 18 to the intersection of the Centerline of a road running south through the Northwest Quarter of said Section 18; thence south along said Centerline of said road running north-south through said Northwest Quarter, the Southwest Quarter of said Section 18, the Northwest and Southwest Quarters of said Section 19 and the Northwest Quarter of Section 30 in said Township 23 North, Range 5 East to the South Line of said Northwest Quarter and the Point of Terminus.

**Centerline No. A-2-O:**

Beginning at a point on the South Line of the Southeast Quarter of said Section 20 at the Centerline of a north-south road. From said Point of Beginning, thence north along the Centerline of said north-south road to a point lying 337 feet south of the Northwest Corner of said Southeast Quarter and the Point of Terminus.

### 3 Foot Wide Connecting Strips (Cheneys Grove- Area 1)

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 1 through 12, inclusive, in Township 23 North, Range 6 East of the Third Principal Meridian, and Sections 31 through 35, inclusive in Township 24 North, Range 6 East of the Third Principal Meridian, all being in McLean County, Illinois, more particularly described as follows:

#### Centerline No. C-1-A:

Beginning at the Southwest Corner of the North Half of the Southwest Quarter of said Section 10. From said Point of Beginning, thence north along the West Line of said Section 10 to the Northwest Corner thereof; thence west along the North Line of Section 9 to the Northwest Corner of the Northeast Quarter of said Section 9; thence south along the West Line of said Northeast Quarter and the West Line of the Southeast Quarter of said Section 9 to the Southwest Corner of the North Half of the Southeast Quarter of said Section 9; thence west along the South Line of the North Half of the Southwest Quarter of said Section 9 and the South Line of the North Half of the South Half of said Section 8 to the Southwest Corner of the North Half of the Southwest Quarter of said Section 8; thence north along the West Lines of said Sections 8 and 5 to the Northwest Corner of said Section 5; thence east along the North Lines of said Sections 5, 4 and 3 to the Northeast Corner of said Section 3; thence south along the East Line of said Section 3 to the Southeast Corner thereof; thence east along the South Line of said Section 2 to a point lying 50 feet east of the Southwest Corner of the East Half of the Southeast Quarter of said Section 2 and the Point of Terminus.

#### Centerline No. C-1-B:

Beginning at the Northwest Corner of said Section 2. From said Point of Beginning, thence east along the North Line of the Northwest Quarter of said Section 2 to the Northeast Corner of said Northwest Quarter and the Point of Terminus.

#### Centerline No. C-1-C:

Beginning at a point on the East Line of the Southeast Quarter of said Section 7 lying 1,901 feet south of the Northeast Corner thereof. From said Point of Beginning, thence north along said East Line to the Northeast Corner of the Southeast Quarter of said Southeast Quarter and the Point of Terminus.

#### Centerline No. C-1-D:

Beginning at the Northwest Corner of said Section 3. From said Point of Beginning, thence south along the West Line of said Section 3 to a point lying 732 feet south of the Northwest Corner of the Southwest Quarter of said Section 3 and the Point of Terminus.

#### Centerline No. C-1-E:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 4. From said Point of Beginning, thence south along the East Line of said Northwest Quarter to a point lying 604 feet north of the Southeast Corner of said Northwest Quarter and the Point of Terminus.

#### Centerline No. C-1-F:

Beginning at the Southwest Corner of said Section 6. From said Point of Beginning, thence east along the South Line of said Section 6 to the Southeast Corner thereof; thence east 2,000 feet along the South Line of Southwest Quarter of said Section 5 to the Point of Terminus.

**Centerline No. C-1-G:**

Beginning at the Northeast Corner of said Section 6. From said Point of Beginning, thence west along the North Line of said Section 6 to a point lying 1,416 feet east of the Northwest Corner thereof and the Point of Terminus.

**Centerline No. C-1-H:**

Beginning at the Southwest Corner of the North Half of the Southwest Quarter of said Section 9. From said Point of Beginning, thence north along the West Line of said Section 9 to the Northwest Corner of the South Half of the Northwest Quarter of said Section 9 and the Point of Terminus.

**3 Foot Wide Connecting Strips (Cheneys Grove- Area 2)**

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 29, 30, 31 and 32 in Township 23 North, Range 6 East of the Third Principal Meridian, and Sections 25 and 36 in Township 23 North, Range 5 East of the Third Principal Meridian, all being in McLean County, Illinois, more particularly described as follows:

**Centerline No. C-2-A:**

Beginning at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south along said West Line to the Southwest Corner thereof; thence west along the South Line of the Northwest Quarter of said Section 30 to the Southwest Corner of said Northwest Quarter and the Point of Terminus.

**Centerline No. C-2-B:**

Beginning at the Southwest Corner of the Southwest Quarter of said Section 30. From said Point of Beginning, thence east along the South Lines of said Sections 30 and 29 to a point lying 2,338 feet east of the Southwest Corner of the Southeast Quarter of said Section 29 and the Point of Terminus.

**Centerline No. C-2-C:**

Beginning at a point on the South Line of the Southwest Quarter of said Section 29 at a north-south road running through said Southwest Quarter. From said Point of Beginning, thence north along the Centerline of said north-south road to a point lying 126 feet north of the North Line of said Southwest Quarter and the Point of Terminus.

**Centerline No. C-2-D:**

Beginning at the Northwest Corner of the Northwest Quarter of said Section 31. From said Point of Beginning, thence south 1,321 feet along the West Line of said Northwest Quarter to the Point of Terminus.

**Centerline No. C-2-E:**

Beginning at a point on the West Line of the Southwest Quarter of said Section 30 lying 1,313 feet north of the Southwest Corner thereof. From said Point of Beginning, thence south 88°-54'-44" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 260.78 feet to the Point of Terminus.



**Wind Turbine No. D-1-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 1, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 2,243 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-29'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 935.99 feet to the Point of Terminus.

**Wind Turbine Nos. D-1-1-1 & 2 and D-1-4-1 and 2**

All that portion of a strip of land 600 feet-wide lying within parcels of land known as P.I.N. (Parcel Identification Number) 23-01-100-003, 23-01-200-002 and 23-01-400-004, all being in Section 1 Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-1-1-1)

Centerline No. 1 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-00" east 2,589.39 feet; thence north 89°-31'-31" west 1,221.30 feet; thence south 00°-40'-53" 507.53 feet west to the Point of Terminus.

(D-1-1-2)

Centerline No 2 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-00" east 2,149.40 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 88°-40'-05" west 456.45 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-1-4-1)

Centerline No. 3 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-00" east 987.94 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence south 89°-36'-58" east 424.03 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-1-4-2)

Centerline No. 4 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north  $89^{\circ}-46'-05''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet to the Point of Beginning of said Centerline No. 4. From said Point of Beginning, thence north  $02^{\circ}-02'-44''$  west 650.91 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. D-2-2-1 and D-2-4-2**

A strip of land 600 feet-wide being a part of the Northeast Quarter and the Southeast Quarter of Section 2, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-2-4-2)

Centerline No. 1: Commencing at the Southwest Corner of said Southeast Quarter, thence north 2664 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline No.1. From said Point of Beginning, thence south  $89^{\circ}-32'-36''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,737.93 feet to the Point of Terminus.

(D-2-2-1)

Centerline No. 2: Commencing at the Southwest Corner of said Southeast Quarter, thence north 2664 feet along the West Line of said Southeast Quarter, thence south  $89^{\circ}-32'-36''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 518.24 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $01^{\circ}-10'-11''$  west 711.07 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. D-2-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 2, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence north 494 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-45'-06''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 813.48 feet to the Point of Terminus.

**Wind Turbine No. D-3-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 3, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,352 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-09'-17''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean

County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,523.29 feet; thence north  $89^{\circ}-59'-16''$  west 1,212.69 feet to the Point of Terminus.

### **Wind Turbine No. D-3-4-3**

A strip of land 600 feet-wide being in a part of the Southeast Quarter of Section 3, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 414 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-14'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 857.28 feet to the Point of Terminus.

### **Wind Turbine Nos. D-4-2-1 & 2**

All that portion of a strip of land 600 feet-wide lying within a parcel of land known as P.I.N. (Parcel Identification Number) 23-04-200-004, being in the Northeast Quarter of Section 4 Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-4-2-1)

Centerline No. 1: Commencing at the Southeast Corner of said Northeast Quarter, thence north 1,295 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $89^{\circ}-43'-18''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 668.83 feet; thence north  $89^{\circ}-53'-19''$  west 1,819.39 feet; thence south  $00^{\circ}-24'-39''$  west 466.77 feet to the Point of Terminus.

(D-4-2-2)

Centerline No. 2: Commencing at the Southeast Corner of said Northeast Quarter, thence north 1,295 feet along the East Line of said Northeast Quarter, thence north  $89^{\circ}-43'-18''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 668.83 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence south  $00^{\circ}-11'-19''$  east 753.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine Nos. D-4-3-1 & 2 and D-4-4-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter and the Southeast Quarter of Section 4, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,129 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-38'-17''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 718.08 feet; thence south  $77^{\circ}-16'-57''$  east 1,197.48 feet; thence south  $85^{\circ}-14'-00''$  east 798.49 feet; thence south  $75^{\circ}-32'-27''$  east 618.99 feet to the Point of Terminus. Also, a strip of land 100 feet-wide lying 50 feet on each side of the East Line of said Southwest

Quarter. Said strip is bounded on the north by said 600 foot-wide strip and on the south by the South Line of said Section 4.

**Wind Turbine No. D-4-4-2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 4, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,230 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-41'-09''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,645.01 feet to the Point of Terminus.

**Wind Turbine No. D-5-1-1**

All that portion of a strip of land 600 feet-wide lying in the West Half of the Northwest Quarter of Section 5, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of the West Half of said Northwest Quarter, thence west 47 feet along the North Line of said Northwest Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-25'-33''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,659.47 feet; thence south  $89^{\circ}-48'-52''$  west 445.59 feet to the Point of Terminus.

**Wind Turbine Nos. D-5-3-1 & 2**

All that portion of a strip of land 600 feet-wide lying in the West Half of the Southwest Quarter of Section 5, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of the West Half of said Southwest Quarter, thence north 1,497 feet along the East Line of the West Half of said Southwest Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-42'-34''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,163.96 feet; thence north  $02^{\circ}-26'-14''$  east 824.13 feet to the Point of Terminus. Also, the West 50 Feet of the West Half of said Southwest Quarter lying south of said strip.

**Wind Turbine Nos. D-5-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 5, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-5-4-1)

Centerline No. 1: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,520 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $89^{\circ}-43'-04''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping

purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,106.56 feet; thence north 00°-37'-04" east 933.21 feet to the Point of Terminus.

(D-5-4-2)

Centerline No. 2: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,520 feet along the East Line of said Southeast Quarter, thence north 89°-43'-04" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 851.08 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 00°-56'-00" west 487.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### Wind Turbine Nos. D-6-3-1 & 2

All that portion of a strip of land 600 feet-wide lying within a parcel of land known as P.I.N. (Parcel Identification Number) 23-06-300-003, being in the Southwest Quarter of Section 6 Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-6-3-1)

Centerline No. 1: Commencing at the Southwest Corner of said Southwest Quarter, thence east 3,219 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-11'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,041.31 feet; thence north 89°-41'-58" west 1,155.22 feet to the Point of Terminus.

(D-6-3-2)

Centerline No. 2: Commencing at the Southwest Corner of said Southwest Quarter, thence east 3,219 feet along the East Line of said Southwest Quarter, thence north 00°-11'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,317.65 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-06'-39" west 462.95 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### Wind Turbine Nos. D-8-2-1 & 2

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 8, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,435 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-40'-50" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 751.40 feet; thence north 79°-41'-27" west 1,422.52 feet to the Point of Terminus.

**Wind Turbine No. D-9-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 9, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,401 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-56'-09" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 678.09 feet; thence north 88°-58'-45" east 525.79 feet to the Point of Terminus.

**Wind Turbine Nos. D-9-1-2 and D-9-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter and Northwest Quarter of Section 9, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-9-2-1)

Centerline No. 1: Beginning at the Northwest Corner of said Northeast Quarter. From said Point of Beginning, thence south along the East Line of said Northeast Quarter 1,715.84 feet; thence south 89°-09'-35" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,105.51 feet to the Point of Terminus.

(D-9-1-2)

Centerline No. 2: Beginning at a point on the East Line of said Northwest Quarter lying 1,301.65 feet south of the Northeast Corner of said Northwest Quarter. From said Point of Beginning, thence north 89°-43'-35" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 478.11 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. D-9-1-3**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 9, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Northwest Quarter, thence south 949 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-31'-41" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 870.69 feet to the Point of Terminus.

**Wind Turbine Nos. D-10-2-1, 2 & 3**

A strip of land 600 feet-wide being a part of the North Half of Section 10, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-10-2-1 & 3)

Centerline No. 1: Beginning at the Northwest Corner of the Northeast Quarter of said Section 10. From said Point of Beginning, thence south 1,729.70 feet along the West Line of said Northeast Quarter, thence south  $89^{\circ}-57'-55''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,074.60 feet, thence north  $00^{\circ}-19'-50''$  west 612.62 feet to the Point of Terminus.

(D-10-2-2)

Centerline No. 2: Commencing at the Northwest Corner of the Northeast Quarter of said Section 10, thence south 1,729.70 feet along the West Line of said Northeast Quarter, thence south  $89^{\circ}-57'-55''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,142.86 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $00^{\circ}-02'-37''$  east 507.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. D-11-1-1**

All that portion of a strip of land 600 feet-wide lying in the East Half of the Northwest Quarter of Section 11, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,225 feet along the East Line of said Northeast Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence south  $88^{\circ}-53'-59''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,325 feet, more or less to the West Line of said East Half and the Point of Terminus.

**Wind Turbine Nos. D-11-3-1 & 2**

All that portion of a strip of land 600 feet-wide lying in the South Half of the Southwest Quarter of Section 11, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence north 487 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-43'-43''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 654.86 feet; thence north  $51^{\circ}-15'-49''$  west 1,304.93 feet to the Point of Terminus.

**Wind Turbine No. D-11-4-1**

All that portion of a strip of land 600 feet-wide lying in the South Half of the Southwest Quarter of Section 11, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence north 487 feet along the East Line of said Southwest Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-43'-43''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric

Engineers, Inc., Sheboygan, WI.) 654.86 feet; thence north 51°-15'-49" west 1,304.93 feet to the Point of Terminus.

**Wind Turbine Nos. D-12-1-1 & 2 and D-12-3-1 & 2**

All that portion of a strip of land 600 feet-wide in the Northwest Quarter and the Southeast Quarter of Section 12, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, lying south of the North Line of the South Half of said Northwest Quarter, and lying 300 feet on each side of the following described Centerlines:

(D-12-1-1)

Centerline No. 1: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,686.20 feet; thence north 89°-45'-16" west 809.59 feet to the Point of Terminus.

(D-12-1-2)

Centerline No. 2: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12; thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,506.37 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-41'-55" east 1,133.36 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-12-3-1)

Centerline No. 3: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12; thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,380.08 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-45'-37" west 529.09 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-12-3-2)

Centerline No. 4: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12; thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,223.67 feet to the Point of Beginning of said Centerline No. 4. From said Point of Beginning, thence north 89°-45'-42" east 1,247.36 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. D-12-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 12, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of



said Northeast Quarter, thence east 535 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-32'-26" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 778.10 feet to the Point of Terminus.

#### **Wind Turbine Nos. D-13-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 13, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Southeast Quarter, thence west 2,292 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-31'-13" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,008.73 feet to the Point of Terminus.

#### **Wind Turbine No. D-13-4-2 & 3**

(D-13-4-2)

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 1 lying within the Southeast Quarter of Section 13, and the Northeast Quarter of Section 24 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Southeast Quarter, thence west 90 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-14'-28" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,484.96 feet; thence north 88°-42'-31" west 726.01 feet to the Point of Terminus.

(D-13-4-3)

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 2 in the Southeast Quarter of Section 13, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Southeast Quarter, thence west 90 feet along the North Line of said Southeast Quarter; thence south 00°-14'-28" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 820.08 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-45'-32" west 764.62 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine Nos. D-22-4-1 & 3**

All that portion of a strip of land 600 feet-wide lying within the parcels of land known as PIN (Parcel Identification Number) 23-22-400-006 in the Southeast Quarter of Section 22 and PIN (Parcel Identification Number) 23-22-300-00 in the Southwest Quarter of Section 22 and in said Southeast Quarter, in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-22-4-3)

Centerline No. 1: Beginning at a point 1,366 feet west and 27 feet south of the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 22. From said Point of Beginning, thence south  $88^{\circ}-57'-22''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,718.82 feet; thence south  $89^{\circ}-12'-46''$  east 1,041.59 feet; thence north  $00^{\circ}-32'-58''$  west 1,335.76 feet; thence south  $89^{\circ}-06'-46''$  east 315.54 feet to a point lying 955 feet west of the East Line of said Southeast Quarter; thence south  $00^{\circ}-53'-14''$  west 477.34 feet to the Point of Terminus.

(D-22-4-1)

Centerline No. 2: Commencing at a point 1,366 feet west and 27 feet south of the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 22, thence south  $88^{\circ}-57'-22''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,718.82 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $01^{\circ}-11'-38''$  west 640.10 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. D-22-4-2 and D-23-3-1**

All that portion of a strip of land 600 feet-wide lying within the parcels of land known as PIN (Parcel Identification Number) 23-27-200-010 in the Northeast Quarter of Section 27, PIN (Parcel Identification Number) 23-22-400-006 in the Southeast Quarter of Section 22 and PIN (Parcel Identification Number) 23-23-300-001 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-23-3-1)

Centerline No. 1: Beginning at the Centerline of a Road running east and west through the Northeast Quarter of said Section 27 lying 12 feet west of the East Line of said Northeast Quarter. From said Point of Beginning, thence north 1,248 feet, more or less to a point on the North Line of said Northeast Quarter lying 19 feet west of the Northeast Corner thereof; thence; north  $00^{\circ}-05'-48''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,717.92 feet to a point lying 938 feet south of the North Line of the Southeast Quarter of said Section 22; thence south  $89^{\circ}-34'-55''$  east 925.53 feet; thence north  $00^{\circ}-25'-05''$  east 440.48 feet to the Point of Terminus.

(D-22-4-2)

Centerline No. 2: Commencing at the Centerline of a Road running east and west through the Northeast Quarter of said Section 27 lying 12 feet west of the East Line of said Northeast Quarter, thence north 1,248 feet, more or less to a point on the North Line of said Northeast Quarter lying 19.27 feet west of the Northeast Corner thereof; thence north  $00^{\circ}-05'-48''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 562.13 feet to the Point of Beginning of said Centerline No.2. From said Point of Beginning, thence north  $89^{\circ}-44'-39''$  west 1,128.67 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Also, a tract of land lying between the strips of land described in D-23-3-1 and D-22-4-3, more particularly described as follows: The North 300 feet of the East 655 feet of the parcel known as PIN (Parcel Identification Number) 23-22-400-006 in the Southeast Quarter of Section 22 and the East 325.54 feet of the South 338 feet of the North 638 feet of said parcel PIN (Parcel Identification Number) 23-22-400-006.

**Wind Turbine No. D-23-3-2**

All that portion of a strip of land 600 feet-wide in the Southeast Quarter of the Southwest Quarter of Section 23, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southwest Quarter, thence north 1,298 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-34'-55" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 538.13 feet; thence south 00°-25'-05" west 418.73 feet to the Point of Terminus.

**Wind Turbine No. D-24-2-1**

All that portion of a strip of land 600 feet-wide in the East Half of the Northeast Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the East Half of said Northeast Quarter, thence east 30 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-11'-04" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,478.24 feet; thence south 89°-45'-06" east 660.25 feet to the Point of Terminus.

**Wind Turbine No. D-24-3-1**

All that portion of a strip of land 600 feet-wide in the Northwest Quarter of the Southwest Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence east 30 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-04'-52" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 459.42 feet; thence south 89°-55'-08" east 363.14 feet to the Point of Terminus.

**Wind Turbine No. D-24-3-2**

All that portion of a strip of land 600 feet-wide in the Northwest Quarter of the Southwest Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,248 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said

Point of Beginning, thence south  $00^{\circ}-36'-04''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,015.28 feet; thence south  $89^{\circ}-35'-33''$  west 472.27 feet to the Point of Terminus.

### **Wind Turbine Nos. D-24-4-1, 2 & 3**

A strip of land 600 feet-wide in part of the Southeast Quarter of Section 24 and in part of the Northeast Quarter of Section 25 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-24-4-2 & 3)

Centerline No. 1: Commencing at the Northeast Corner of said Southeast Quarter, thence west 1,338 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $00^{\circ}-15'-34''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,586.72 feet; thence north  $89^{\circ}-09'-47''$  east 1,137.88 feet to the Point of Terminus.

(D-24-4-1)

Centerline No. 2: Commencing at the Northeast Corner of said Southeast Quarter, thence west 1,338 feet along the North Line of said Southeast Quarter, thence south  $00^{\circ}-15'-34''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,375.13 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $88^{\circ}-46'-47''$  west 1,213.18 feet to the Point of Terminus except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine Nos. D-25-1-1 and D-26-2-1**

All that portion of a strip of land 600 feet-wide in the East Half of the East Half of the Northeast Quarter of Section 26 and lying in a parcel of land in the Northwest Quarter of Section 25 known as P.I.N. (Parcel Identification Number) 23-25-100-00, all being in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point in the center of an east-west road running through said Northwest Quarter lying 686 feet east of the West Line of said Northwest Quarter. From said Point of Beginning, thence north  $00^{\circ}-11'-22''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,557.71 feet; thence north  $80^{\circ}-38'-59''$  west 119.83 feet; thence north  $68^{\circ}-28'-49''$  west 1,297 feet, more or less, to the West Line of the East Half of the East Half of the Northeast Quarter of said Section 26 and the Point of Terminus.

### **Wind Turbine No. D-25-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Beginning at a point in the center of an east-west road running through said Northeast Quarter lying 615 feet east of the West Line of said Northeast Quarter. From said Point of Beginning, thence north  $00^{\circ}-26'-05''$  east (bearings

derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 954.93 feet to the Point of Terminus.

**Wind Turbine No. D-25-2-2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Beginning at a point in the center of a east-west road running through said Northeast Quarter lying 1,746 feet east of the West Line of said Northeast Quarter. From said Point of Beginning, thence north  $01^{\circ}-01'-15''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 760.21 feet to the Point of Terminus.

**Wind Turbine No. D-29-3-2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 29, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence west 1,361 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-23'-29''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,784.68 feet to the Point of Terminus.

**Wind Turbine No. D-29-3-3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 29, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence north 770 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $88^{\circ}-22'-39''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 818.00 feet to the Point of Terminus.

**Wind Turbine No. D-29-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 29, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southwest Corner of said Southeast Quarter, thence north 770 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $67^{\circ}-32'-06''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 930.63 feet to the Point of Terminus.

**Wind Turbine Nos. D-30-4-1 & 2 and D-29-3-1**

A strip of land 600 feet-wide lying in the Southeast Quarter of Section 30 and the Southwest Quarter of Section 29 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-30-4-1 & 2)

Centerline No. 1: Commencing at the Southwest Corner of said Southwest Quarter, thence east 33 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-05'-08''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 495.68 feet; thence north  $85^{\circ}-51'-57''$  west 991.81 feet; thence north  $02^{\circ}-40'-31''$  west 1,889.04 feet to the Point of Terminus.

(D-29-3-1)

Centerline No. 2: Commencing at the Southwest Corner of said Southwest Quarter, thence east 33 feet along the South Line of said Southwest Quarter; thence north  $00^{\circ}-05'-08''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 495.68 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $85^{\circ}-51'-57''$  east 416.69 feet to the Point of Terminus except any portion of the 600 foot-wide strip described along said Centerline No. 1. Except any portion lying with the West Half of the Southeast Quarter of said Section 30.

**Wind Turbine No. D-32-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 32, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Northwest Corner of said Northwest Quarter, thence south 862 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-16'-06''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 816.18 feet to the Point of Terminus.

**Wind Turbine Nos. D-36-2-1 & 2**

All that portion of a strip of land 600 feet-wide in the West Half of the Northeast Quarter of Section 36, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 279 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $04^{\circ}-01'-00''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 489.38 feet; thence south  $35^{\circ}-16'-04''$  east 1,394.67 feet to the Point of Terminus.

**Wind Turbine No. A-1-3-1**

All that portion of a strip of land lying within the P.I.N. (Parcel Identification Number) 24-01-300-001 in the Southwest Quarter of Section 1, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said strip being 600 feet-wide lying 300 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,107 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-33'-5" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,124.77 feet to the Point of Terminus.

**Wind Turbine Nos. A-1-4-1 & 2 and C-6-3-1**

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines lying within the Southeast Quarter of Section 1, Township 23 North, Range 5 East of the Third Principal Meridian, the Southwest Quarter of Section 6, Township 23 North, Range 6 East of the Third Principal Meridian and the Northwest Quarter of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, all being in McLean County, Illinois.

(C-1-4-1)

Centerline No. 1: Commencing at the Southwest Corner of the Southeast Quarter of said Section 1, thence east 2,585 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-48'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,783.49 feet; thence north 89°-50'-32" west 1,370.68 feet to the Point of Terminus.

(C-6-3-1)

Centerline No. 2: Commencing at the Southwest Corner of the Southeast Quarter of said Section 1, thence east 2,585 feet along the South Line of said Southeast Quarter; thence north 00°-48'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 735.92 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-50'-40" east 1,124.58 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(C-1-4-2)

Centerline No. 3: Commencing at the Southwest Corner of the Southeast Quarter of said Section 1, thence east 2,585 feet along the South Line of said Southeast Quarter; thence north 00°-48'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,251.52 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-38'-46" west 407.28 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine No. A-2-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,835 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 87°-39'-28" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,000.15 feet to the Point of Terminus.

### **Wind Turbine No. A-2-3-1**

A strip of land 600 feet-wide in the Southwest Quarter and the Southeast Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,605 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-02'-23" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,407.79 feet; thence north 77°-08'-42" west 460.33 feet to the Point of Terminus.

### **Wind Turbine Nos. A-2-3-2 and A-3-4-2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2 and the Southeast Quarter of Section 3, all in Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines.

Centerline No. 1 is described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 2, thence east 9 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-42'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,794.00 feet; thence north 88°-36'-40" west 1,042.45 feet to the Point of Terminus.

Centerline No. 2 is described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 2, thence east 9 feet along the South Line of said Southwest Quarter; thence north 00°-42'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,350.43 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 76°-56'-52" east 530.02 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine No. A-2-3-3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence east 1,274 feet along the South Line of



said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 02°-10'-10" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,335.34 feet to the Point of Terminus.

#### **Wind Turbine No. A-2-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,310 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-49'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 844.13 feet; thence north 67°-28'-45" west 1,369.04 feet to the Point of Terminus.

#### **Wind Turbine No. A-3-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 3, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southwest Quarter, thence west 636 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-04'-47" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,416.00 feet to the Point of Terminus.

#### **Wind Turbine Nos. A-3-2-1 and A-3-4-1**

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines in the Northwest Quarter, the Northeast Quarter, the Southwest Quarter and the Southeast Quarter of Section 3, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois:

(A-3-2-1)

Centerline No. 1 being a part of the said Northwest, Northeast, Southwest and Southeast Quarters. Beginning at the Southwest Corner of said Southeast Quarter, thence north 00°-00'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.20 feet along the West Line of said Southwest Quarter; thence south 89°-10'-46" east 445.68 feet; thence north 00°-04'-03" west 2,508.81 feet; thence north 89°-48'-47" west 442.61 feet to the Point of Terminus.

(A-3-4-1)

Centerline No. 2 being a part of the said Southeast Quarter. Commencing at the Southwest Corner of said Southeast Quarter, thence north 00°-00'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.20 feet along the West Line of said Southwest Quarter; thence south 89°-10'-46" east 445.68 feet; thence north 00°-04'-03" west 1,820.89 feet to the Point of Beginning. From said Point of Beginning, thence south 89°-48'-51" east 857.88

feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Excepting therefrom any portion of the above described property lying within PIN (Parcel Identification Number) 24-03-400-010 in said Southeast Quarter.

**Wind Turbine No. A-4-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 4, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence north 679 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $88^{\circ}-53'-57''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 815.39 feet to the Point of Terminus.

**Wind Turbine Nos. A-5-2-1 and A-5-4-1**

All that portion of the following described strips of land lying within PIN (Parcel Identification Number) 24-05-400-003 in the Northeast Quarter and the Southeast Quarter of Section 5, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-5-2-1)

Centerline No. 1. Commencing at the Northeast Corner of said Southeast Quarter, thence south 820 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $89^{\circ}-20'-06''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,528.41 feet; thence north  $00^{\circ}-29'-58''$  east 1,243.22 feet to the Point of Terminus.

(A-5-4-1)

Centerline No. 2. Commencing at the Northeast Corner of said Southeast Quarter, thence south 820 feet along the East Line of said Southeast Quarter; thence north  $89^{\circ}-20'-06''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,637.22 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $00^{\circ}-39'-54''$  east 343.47 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-6-4-1 & 2**

All that portion of the following described strips of land lying within the Southeast Quarter of Section 6, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, except the West 40 Acres thereof. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-6-4-1)

Centerline No. 1. Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,936 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-42'-59''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,857.57 feet; thence south  $89^{\circ}-46'-38''$  east 529.99 feet to the Point of Terminus.

(A-6-4-2)

Centerline No. 2. Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,936 feet along the South Line of said Southeast Quarter, thence north  $00^{\circ}-42'-58''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 638.04 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $89^{\circ}-46'-41''$  east 1,191.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### Wind Turbine Nos. A-7-1-1 & 2 and A-7-2-2

A strip of land 600 feet-wide being a part of the Northwest Quarter and the Northeast Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 500 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-11'-24''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 462.57 feet; thence south  $65^{\circ}-37'-34''$  east 1,031.95 feet; thence south  $78^{\circ}-40'-23''$  east 1,355.59 feet to the Point of Terminus.

#### Access Road to A-7-1-2

A strip of land 50 feet-wide being a part of the Northwest Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 25 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence west 1,441 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-11'-24''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 556.46 feet to the North Line of said 600 foot-wide strip and the Point of Terminus.

#### Access Road to A-7-2-2

A strip of land 50 feet-wide being a part of the Northeast Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 25 feet on each side of the following described Centerline: Commencing at the Northwest Corner of the Northwest Quarter of said Section 7, thence west 2,477 feet along the North Line of said Northwest Quarter and said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-11'-24''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 783.46 feet to the North Line of said 600 foot-wide strip and the Point of Terminus.

**Wind Turbine Nos. A-7-2-1 and A-8-1-1**

All that portion of the following described strips of land lying within the Southeast Quarter of Section 7, the Southeast Quarter of the Northeast Quarter of Section 7 and the Southwest Quarter of the Northwest Quarter of Section 8, all Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-7-2-1)

Centerline No. 1. Commencing at the Southeast Corner of the Southeast Quarter of said Section 7, thence west 69 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-13'-06''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,469.39 feet; thence south  $89^{\circ}-23'-00''$  west 431.09 feet to the Point of Terminus.

A-8-1-1)

Centerline No. 2. Commencing at the Southeast Corner of said Southeast Quarter, thence west 69 feet along the South Line of said Southeast Quarter, thence north  $00^{\circ}-13'-06''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,123.52 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $89^{\circ}-46'-57''$  east 1,126.34 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-7-3-1 & 2 and A-7-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter and the Southwest Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 935 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-04' 52''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,169.47 feet; thence north  $65^{\circ}-29'-14''$  west 1,102.16 feet; thence north  $70^{\circ}-18'-36''$  west 1,501.28 feet; thence north  $89^{\circ}-46'-16''$  west 956.41 feet to the Point of Terminus.

**Wind Turbine Nos. A-8-3-1 and A-8-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter and the Southwest Quarter of Section 8, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,482 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-46' 31''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 705.98 feet; thence north  $30^{\circ}-25'-46''$  east 1,485.09 feet to the Point of Terminus.

**Wind Turbine No. A-8-4-2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 8, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Southeast Quarter, thence south 491 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-47' 36''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 846.63 feet to the Point of Terminus.

**Wind Turbine Nos. A-9-3-1 & 2**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-9-3-1)

Centerline No. 1 being a part of the Northwest Quarter and the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at the Northwest Corner of said Southwest Quarter. From said Point of Beginning, thence east 1,889 feet along the North Line of said Southwest Quarter; thence south  $00^{\circ}-02'-29''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 722.02 feet to the Point of Terminus.

(A-9-3-2)

Centerline No. 2 being a part of the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at a point on the North Line of said Southwest Quarter lying 869 feet east of the Northwest Corner of said Southwest Quarter. From said Point of Beginning, thence south  $00^{\circ}-26'-13''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 444.28 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Also, a strip of land 600 feet-wide lying 300 feet on each side of the North Line of said Southwest Quarter bounded on the west by the above described strips of land and bounded on the east by the East Lines of said Northwest and Southwest Quarters.

**Wind Turbine No. A-9-3-3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 513 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $88^{\circ}-58'-44''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 966.55 feet to the Point of Terminus.

**Wind Turbine Nos. A-9-4-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter and part of the Southeast Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northwest Corner of said Southeast Quarter, thence south 762.50 feet along the West Line of said Southeast Quarter; thence south 77°-02'-43" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,277.50 feet; thence south 89°-48'-17" east 891.48 feet; thence south 00°-08'-12" east 847.22 feet to the Point of Terminus.

**Wind Turbine No. A-10-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 487 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-02'-30" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,280.53 feet to the Point of Terminus.

**Wind Turbine No. A-10-2-1**

A strip of land 600 feet-wide lying being a part of the Northeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 783 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-05'-23" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,873.02 feet to the Point of Terminus.

**Wind Turbine Nos. A-10-3-1 & 2 and A-10-4-1 & 2**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

A-10-3-1 & 2)

Centerline No. 1 being a part of the Southwest Quarter and the Southeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,651 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-38'-01" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,738.32 feet; thence north 03°-17'-42" east 532.35 feet; thence north 89°-19'-56" west 1,234.32 feet to the Point of Terminus.

(A-10-4-1 & 2)

Centerline No. 2 being a part of the Southwest Quarter and the Southeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,651 feet along the South Line of said Southwest Quarter, thence north  $00^{\circ}-38'-01''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,738.32 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $77^{\circ}-55'-45''$  east 1,138.75 feet; thence south  $67^{\circ}-28'-05''$  east 1,369.06 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine No. A-11-1-1**

All that portion of a strip of land lying within the P.I.N. (Parcel Identification Number) 24-11-100-005 in the Northwest Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said strip being 600 feet-wide lying 300 feet on each side of the following described Centerline:

Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,274 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-11'-19''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,137.57 feet; thence north  $89^{\circ}-24'-22''$  west 772.17 feet to the Point of Terminus.

#### **Wind Turbine No. A-11-2-1 & 2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,739 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-49'-48''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 953.29 feet; thence north  $74^{\circ}-02'-29''$  west 1,506.86 feet to the Point of Terminus.

#### **Wind Turbine Nos. A-11-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-11-4-1)

Centerline No. 1: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,327 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $88^{\circ}-40'-07''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,912.50 feet; thence north  $01^{\circ}-03'-22''$  east 448.55 feet to the Point of Terminus.

(A-11-4-2)

Centerline No. 2: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,327 feet along the East Line of said Southeast Quarter; thence north  $88^{\circ}-40'-07''$  west

(bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 640.90 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-07'-30" east 735.49 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-12-1-1, A-12-3-1 & 2 and A-12-4-1**

A strip of land 600 feet-wide being a part of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Section 12, thence south 2,119 feet along the West Line of said Section to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 84°-34'-14" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 790.98 feet; thence south 58°-22'-51" east 1,048.69 feet; thence south 60°-17'-31" east 1,046.32 feet; thence south 89°-50'-18" east 884.44 feet; thence south 00°-46'-20" west 815.97 feet to the Point of Terminus.

**Wind Turbine No. A-12-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 1,601 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 02°-03'-02" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 768.51 feet to the Point of Terminus.

**Wind Turbine No. A-12-3-3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence north 482 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-23'-19" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 877.16 feet to the Point of Terminus.

**Wind Turbine Nos. A-13-1-2 and A-13-2-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-13-2-1)

Centerline No. 1 being a part of the Northwest Quarter and the Northeast Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at the Northeast Corner of said Northwest Quarter. From said Point of Beginning, thence south 00°-22'-56" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.)



1,751.26 feet; thence south 00°-09'-46" west 328.32 feet; thence south 89°-50'-18" east 1,131.84 feet to the Point of Terminus.

(A-13-1-2)

Centerline No. 2 being a part of the Northwest Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northwest Quarter, thence south 00°-22'-56" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,751.26 feet to the Point of Beginning. From said Point of Beginning, thence north 89°-50'-18" west 661.03 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-13-1-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Said Centerline being in a part of the Northwest Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,272 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-41'-32" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,072.36 feet to the Point of Terminus.

**Wind Turbine Nos. A-14-1-1 & 2 and A-14-2-1 & 2**

A strip of land 600 feet-wide being a part of Section 14, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on-each side of the following described Centerlines:

(A-14-2-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet; thence south 01°-46'-55" east 461.48 feet; thence south 89°-49'-33" east 865.41 feet to the Point of Terminus.

(A-14-1-1 & 2)

Centerline No. 2: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter; thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence south 89°-31'-37" west 690.29 feet; thence north 70°-46'-56" west 1,354.34 feet to the Point of Terminus. except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-14-2-1)

Centerline No. 3: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter; thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean

County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 673.56 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning; thence south 89°-49'-34" east 1,120.59 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1

Also, excepting therefrom, any portion of the above described strips lying within the Southwest Quarter of said Section 14.

### **Wind Turbine Nos. A-15-2-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 15, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-15-2-3)

Centerline No. 1: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,553.66 feet to the Point of Terminus.

(A-15-2-1)

Centerline No. 2: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 510.42 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-49'-02" east 756.98 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-15-2-2)

Centerline No. 3: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,808.17 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-20'-23" west 1,251.14 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine No. A-16-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 16, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northwest Quarter, thence north 803 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 87°-57'-31" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 999.21 feet to the Point of Terminus.

**Wind Turbine Nos. A-17-4-1 & 2**

All that portion of the following described strips of land lying within the West Half of the Southeast Quarter of Section 7 and the South Half of the Southwest Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Southeast Quarter of said Section 7, thence east 1,090 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-14'-26''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 563.68 feet; thence north  $66^{\circ}-05'-56''$  west 1,457.62 feet to the Point of Terminus.

**Wind Turbine No. A-18-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 18, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point on the Centerline of a north-south road running through said Southwest Quarter lying 1,736 feet north of the South Line of said Southwest Quarter. From said Point of Beginning, thence south  $89^{\circ}-38'-54''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 817.72 feet to the Point of Terminus.

**Wind Turbine No. A-18-4-1 & 2**

A strip of land 600 feet-wide Centerline being a part of the Southeast Quarter of Section 18, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 453 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-37'-33''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 508.93 feet; thence north  $25^{\circ}-21'-56''$  west 1,426.72 feet to the Point of Terminus.

**Wind Turbine No. A-19-1-1 and A-19-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter and a part of the Northwest Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Northwest Corner of said Northwest Quarter, thence east 2,362 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $01^{\circ}-12'-53''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,376.43 feet; thence south  $51^{\circ}-29'-25''$  east 1,359.81 feet to the Point of Terminus.

### **Wind Turbine Nos. A-19-4-1 & 2**

All that portion of a strip of land 600 feet-wide lying within the Northeast Quarter and the Southeast Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of the Northeast Quarter of said Southeast Quarter, thence west 195 feet along the South Line of the Northeast Quarter of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $04^{\circ}-08'-45''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 530.14 feet; thence north  $04^{\circ}-20'-47''$  east 783.75 feet; thence north  $89^{\circ}-13'-39''$  west 1,109.84 to the Point of Terminus.

### **Wind Turbine No. A-19-4-3**

A strip of land 600 feet-wide being in the Southeast Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of the Southwest Quarter of said Southeast Quarter, thence east 953 feet along the North Line of the Southwest Quarter of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-03'-14''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 828.22 feet to the Point of Terminus.

### **Wind Turbine No. A-20-4-1**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southeast Quarter, thence south 337 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $88^{\circ}-54'-29''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 818.45 feet to the Point of Terminus.

### **Wind Turbine No. A-20-4-2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of the Southwest Quarter of said Southeast Quarter, thence south  $86^{\circ}-51'-28''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 195.35 feet to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $87^{\circ}-14'-01''$  east 1,119.59 feet to the Point of Terminus.

### **Wind Turbine No. A-20-4-3**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet

on each side of the following described Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence east 1,020 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-39'-58" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 592.29 feet to the Point of Terminus.

#### **Wind Turbine Nos. A-21-1-1 & 2**

All that portion of a strip of land 600 feet-wide lying within the Northwest Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Section 21, thence east 94 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-07'-02" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,969.08 feet; thence south 89°-47'-41" east 332.20 feet; thence south 65°-42'-26" east 1,391.69 feet to the Point of Terminus.

#### **Wind Turbine Nos. A-21-4-1 and A-21-3-1**

All that portion of a strip of land 600 feet-wide lying within the South Half of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois; and lying 300 feet on each side of the following described Centerlines:

(A-21-3-1)

Centerline No. 1: Commencing at the Southwest Corner of said Section 21, thence east 2,664 feet along the South Line of said Section 21 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-33'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,086.83 feet; thence north 01°-11'-36" east 453.47 feet; thence south 87°-43'-10" west 480.63 feet to the Point of Terminus.

(A-21-4-1)

Centerline No. 2: Commencing at the Southwest Corner of said Section 21, thence east 2,664 feet along the South Line of said Section 21; thence north 00°-33'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,086.83 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-48'-04" east 1,061.17 feet; feet to the Point of Terminus.

#### **Wind Turbine No. A-21-4-2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,729 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-48'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean

County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,191.69 feet to the Point of Terminus.

**Wind Turbine No. A-21-4-3**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 604 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-48'-22''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 835.62 feet to the Point of Terminus.

**Wind Turbine Nos. A-22-1-1**

All that portion of a strip of land 600 feet-wide lying within the Southeast Quarter of the Northwest Quarter and the East Half of the Northeast Quarter of the Northwest Quarter of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northwest Quarter, thence west 655 feet along the North Line of the Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-05'-33''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,748.60 feet; thence north  $89^{\circ}-21'-00''$  west 677 feet, more or less, to the West Line of the Southeast Quarter of said Northwest Quarter and the Point of Terminus.

**Wind Turbine Nos. A-22-1-2, A-22-2-1 and A-22-4-1**

A strip of land 600 feet-wide being a part of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-22-4-1)

Centerline No. 1: Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $00^{\circ}-11'-14''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet; thence south  $00^{\circ}-24'-35''$  west 2,024.67 feet; thence south  $00^{\circ}-47'-23''$  east 461.28 feet; thence south  $89^{\circ}-48'-49''$  east 1,019.72 feet to the Point of Terminus.

(A-22-2-1)

Centerline No. 2: Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22; thence south  $00^{\circ}-11'-14''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $89^{\circ}-48'-49''$  east 1,004.08 feet to

the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-22-1-2)

Centerline No. 3: Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22; thence south  $00^{\circ}-11'-14''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet; thence south  $00^{\circ}-24'-35''$  west 2,024.67 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north  $89^{\circ}-48'-45''$  west 545.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### Wind Turbine No. A-22-3-1

The West 928 feet of the South 537 feet of the North Half of the Southwest Quarter of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

#### Wind Turbine No. A-25-2-1 & 2

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 394 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-45'-43''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 510.02 feet; thence south  $35^{\circ}-08'-28''$  east 1,372.79 feet to the Point of Terminus.

#### Wind Turbine Nos. A-25-2-3, A-25-4-2 and C-30-3-1

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-25-2-3)

Centerline No. 1 being a part of the Northeast Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of said Northeast Quarter, thence north 44 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $86^{\circ}-32'-04''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 177.28 feet; thence north  $86^{\circ}-49'-22''$  west 644.40 feet; thence north  $00^{\circ}-08'-30''$  west 836.71 feet to the Point of Terminus.

(A-25-4-2)

Centerline No. 2 being a part of the Northeast Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian and a part of the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, all in McLean County, Illinois. Commencing at the Southeast Corner of said Northeast Quarter, thence north 44 feet along the East Line of said Northeast Quarter; thence north  $86^{\circ}-32'-04''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 177.28 feet

to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 07°-00'-43" east 528.48 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(C-30-3-1)

Centerline No. 3 being a part of the Southwest Quarter and a part of the Northwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of the Northeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, thence north 44 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 3 From said Point of Beginning, thence south 86°-32'-04" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 354.29 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine Nos. A-25-3-1 & 2 and A-25-4-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-25-3-1 & 2)

Centerline No. 1 being all that part of said strip lying in the East Half of the Northwest Quarter, a part of the East Half of the Southwest Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of said Southeast Quarter, thence west 2,643 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-27'-14" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,044.99 feet; thence north 02°-05'-26" west 797.97 feet; thence north 88°-28'-03" west 327.01 feet; thence north 55°-54'-14" west 1,211 feet, more or less, to the West Line of the East Half of said Southwest Quarter and the Point of Terminus.

(A-25-4-1)

Centerline No. 2 being a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois. Commencing at the Southeast Corner of said Southeast Quarter, thence west 2,643 feet along the South Line of said Southeast Quarter, thence north 00°-27'-14" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,044.99 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-50'-17" east 655.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

#### **Wind Turbine Nos. A-29-1-1 & 2**

(A-29-1-1)

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 1 lying within the North Half of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Section 29, thence west 2,434 feet along the North Line of said Section 29 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 01°-05'-37" west (bearings derived



from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 47.32 feet; thence north 88°-54'-23" west 1,341.50 feet; thence north 89°-40'-32" west 1,318.90 feet; thence south 04°-24'-23" east 435.24 feet to the Point of Terminus.

(A-29-1-2)

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 2 in the Northwest Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Section 29, thence west 2,434 feet along the North Line of said Section 29; thence south 01°-05'-37" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 47.32 feet; thence north 88°-54'-23" west 1,341.50 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-20'-31" east 909.18 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-29-2-1**

The East 531 feet of the North 2,024 feet of the Northeast Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

**Wind Turbine Nos. A-29-3-1 & 2 and A-29-4-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter and a part of the Southeast Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 552 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 85°-14'-24" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 475.39 feet; thence south 75°-28'-23" east 1,328.20 feet; thence north 84°-41'-16" east 1,177.34 feet; thence south 71°-16'-15" east 1,095.22 feet; thence south 72°-59'-42" east 1,380.52 feet to the Point of Terminus.

**Wind Turbine Nos. A-30-2-1 and A-30-1-1**

A part of the Northeast Quarter and a part of the Northwest Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northeast Quarter, thence east 142 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-10'-59" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,016.90 feet; thence north 89°-41'-29" west 1,468 feet, more or less to a point on the West Line of the Southeast Quarter of said Northwest Quarter and the Point of Terminus. Also, the West 100 Feet of the Southeast Quarter of said Northwest Quarter lying south of the previously described strip of land.

**Wind Turbine No. A-30-2-2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northeast Quarter, thence east 1,355 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-12'-19" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 534.23 feet; thence north 89°-32'-12" west 463.24 feet to the Point of Terminus, except therefrom, any portion of said strip of land lying within the East Half of said Northeast Quarter.

**Wind Turbine No. A-30-2-3**

The East 455 feet of the South 827 feet of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

**Wind Turbine No. A-30-2-4**

The West 350 feet of the East Half of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

**Wind Turbine No. A-30-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 538 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-43'-03" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 780.12 feet to the Point of Terminus.

**Wind Turbine Nos. A-31-3-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 31, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 562 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-46'-28" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 684.21 feet; thence south 48°-49'-05" east 1,049.51 feet; thence south 26°-04'-47" east 1,431.07 feet to the Point of Terminus.

**Wind Turbine Nos. A-32-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-32-1-1)

Centerline No. 1: Commencing at the Northeast Corner of said Northwest Quarter, thence west 1,331 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-05'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,169.80 feet; thence north 89°-31'-36" west 1,152.55 feet to the Point of Terminus.

A-32-1-2)

Centerline No. 2: Commencing at the Northeast Corner of said Northwest Quarter, thence west 1,331 feet along the North Line of said Northwest Quarter, thence south 00°-05'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 459.21 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-31'-35" east 577.92 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-32-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence west 2,504 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-12'-25" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,035.43 feet to the Point of Terminus.

**Wind Turbine Nos. A-32-2-2 & 3**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-32-2-3)

Centerline No. 1: Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-25'-12" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet; thence south 01°-11'-58" west 639.49 feet; thence south 88°-32'-36" east 658.52 feet to the Point of Terminus.

(A-32-2-2)

Centerline No. 2: Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter; thence south 00°-25'-12" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 88°-48'-02"

west 866.57 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(Access Road)

Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter; thence south  $00^{\circ}-25'-12''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet to the Point of Beginning of said Access Road. From said Point of Beginning, thence south  $85^{\circ}-26'-18''$  east 929 feet, more or less to the East Line of said Northeast Quarter and the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine Nos. A-33-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-33-1-1)

**Centerline No. 1:** Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $00^{\circ}-01'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet; thence south  $89^{\circ}-18'-43''$  west 531.50 feet; thence north  $00^{\circ}-49'-24''$  west 1,507 feet, more or less, to the North Line of said Northwest Quarter and the Point of Terminus.

(A-33-1-2)

**Centerline No. 2:** Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter; thence north  $00^{\circ}-01'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $89^{\circ}-18'-43''$  east 774.37 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(Access Road)

Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter; thence north  $00^{\circ}-01'-37''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet; thence south  $89^{\circ}-18'-43''$  west 531.50 feet; thence north  $00^{\circ}-49'-24''$  west 281.46 feet to the Point of Beginning of said Access Road. From said Point of Beginning, thence north  $85^{\circ}-26'-18''$  west 798 feet, more or less, to the West Line of said Northwest Quarter and the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerlines.

**Wind Turbine Nos. A-33-2-1, 2 & 3**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-33-2-1 & 2)

Centerline No. 1 being a part of the Northeast Quarter and a part of the Northwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,404 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $89^{\circ}-56'-43''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.19 feet; thence north  $86^{\circ}-12'-04''$  west 995.00 feet; thence north  $88^{\circ}-29'-48''$  west 1,329.21 feet to the Point of Terminus.

(A-33-2-3)

Centerline No. 2 being a part of the Northeast Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,404 feet along the East Line of said Northeast Quarter; thence north  $89^{\circ}-56'-43''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.19 feet; thence north  $86^{\circ}-12'-04''$  west 995.00 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $00^{\circ}-03'-02''$  east 651.77 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine Nos. A-33-3-1, 2 & 3 and A-32-4-1**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-33-3-1 & 2; A-32-4-1)

Centerline No. 1 being a part of the Southwest Quarter of Section 33 and a part of the Southeast Quarter of Section 32, all in Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,260 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $00^{\circ}-23'-10''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.50 feet; thence south  $63^{\circ}-52'-32''$  west 1,357.15 feet; thence north  $67^{\circ}-59'-19''$  west 1,331.21 feet to the Point of Terminus.

(A-33-3-3)

Centerline No. 2 being a part of the Southwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,260 feet along the North Line of said Southwest Quarter; thence south  $00^{\circ}-23'-10''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.50 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $52^{\circ}-13'-43''$  east 1,453.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. A-34-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northwest Quarter, thence north 821 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-48'-26" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 792.67 feet to the Point of Terminus.

**Wind Turbine No. A-34-1-2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,546 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-08'-42" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 773.96 feet to the Point of Terminus.

**Wind Turbine No. A-34-2-1**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northeast Quarter, thence south 439 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-01'-55" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 711.64 feet to the Point of Terminus.

**Wind Turbine No. A-34-2-2**

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Northeast Quarter, thence west 794 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-44'-20" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 853.78 feet to the Point of Terminus.

**Wind Turbine Nos. A-35-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Northwest Quarter, thence east 764 feet along the North Line of said Northwest Quarter to

the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-11'-57" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 486.61 feet; thence south 77°-37'-19" east 1,335.74 feet to the Point of Terminus.

**Wind Turbine Nos. A-35-2-1 & 2**

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-35-2-1)

Centerline No. 1 being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence west 1,776 feet along the North Line of said Northeast Quarter; thence south 00°-10'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,140.87 feet to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-49'-35" west 1,058.86 feet to the Point of Terminus.

(A-35-2-2)

Centerline No. 2 being a part of the Northeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence west 1,776 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-10'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,555.18 feet; thence south 89°-49'-39" east 506.44 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Excepting from the above described strips A-35-2-1 & 2 any portion lying within PIN (Parcel Identification Number) 24-35-200-006 and 24-35-200-007 in said Northeast Quarter.

**Wind Turbine Nos. A-35-3-1 & 2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 890 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-12'-00" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,414.30 feet; thence south 00°-09'-12" west 769.03 feet to the Point of Terminus.

**Wind Turbine Nos. A-35-4-1, 2 & 3**

A strip of land 600 feet-wide being a part of the Southwest Quarter and part of the Southeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 433 feet along

the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-49'-49" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 867.94 feet; thence north 00°-04'-57" west 969.33 feet; thence south 86°-08'-02" west 444.13 feet; thence south 77°-27'-30" west 1,507.58 feet to the Point of Terminus.

**Wind Turbine Nos. A-36-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Northwest Quarter, thence east 2,329 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-21'-31" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 535.64 feet; thence north 61°-17'-13" west 1,363.20 feet to the Point of Terminus.

**Wind Turbine No. A-36-1-3**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 505 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-29'-57" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 850.52 feet to the Point of Terminus.

**Wind Turbine No. A-36-2-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence west 2,507 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-01'-18" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 762.22 feet to the Point of Terminus.



**Wind Turbine No. C-2-1-1**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,490 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-40'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 890.77 feet to the Point of Terminus.

**Wind Turbine Nos. C-2-1-2 and C-2-2-1**

A strip of land 600 feet-wide being a part of the North Half of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-2-2-1)

Centerline No. 1: Commencing at the Northeast Corner of said North Half, thence west 2,668 feet along the North Line of said North Half to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-35'-52" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,331.07 feet; thence south 00°-00'-20" east 578.47 feet; thence south 86°-24'-51" east 557.15 feet to the Point of Terminus.

(C-2-1-2)

Centerline No. 2: Commencing at the Northeast Corner of said North Half, thence west 2,668 feet along the North Line of said North Half; thence south 00°-35'-52" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,331.07 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-53'-56" west 905.51 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-2-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 1,979 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 01°-00'-28" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,856.76 feet to the Point of Terminus.

**Wind Turbine No. C-2-4-1**

All that portion of a strip of land 600 feet-wide lying within the East Half of the Southeast Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County,

Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Southeast Quarter, thence south 777 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-53'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,344 feet, more or less, to the West Line of said East Half and the Point of Terminus. Also, the West 50 Feet of the East Half of said Southeast Quarter lying south of said strip.

#### **Wind Turbine Nos. C-3-1-1 & 2 and C-3-2-1 & 2**

A strip of land 600 feet-wide being a part of the North Half of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said North Half, thence north 1,926 feet along the West Line of said North Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 88°-16'-38" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 491.14 feet; thence south 73°-52'-55" east 1,077.59 feet; thence south 82°-13'-08" east 1,171.84 feet; thence south 69°-03'-50" east 1,436.63 feet to the Point of Terminus.

#### **Wind Turbine Nos. C-3-3-1 & 2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 732 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-52'-55" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 677.02 feet; thence south 72°-30'-01" east 1,451.25 feet to the Point of Terminus, except therefrom, any portion lying within the South Half of said Southwest Quarter.

#### **Wind Turbine Nos. C-3-4-1 & 2**

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,312 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-04'-33" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,405.22 feet; thence north 00°-07'-10" east 706.49 feet to the Point of Terminus.

#### **Wind Turbine Nos. C-4-1-1 & 2**

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 4, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northwest Quarter, thence north 604 feet along the East Line of said Northwest Quarter to

the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-52'-25" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 950.59 feet; thence north 65°-43'-33" west 1,331.96 feet to the Point of Terminus, except therefrom any portion lying within the Northwest Quarter of said Northwest Quarter.

**Wind Turbine No. C-5-1-1**

All that portion of a 600 feet-wide strip of land lying within the East Half of the Northwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said East Half, thence east 62 feet along the North Line of said East Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-40'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,742.40 feet; thence south 89°-51'-37" east 1,087.54 feet to the Point of Terminus.

**Wind Turbine No. C-5-3-1**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,078 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-58'-45" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 710.19 feet; thence north 03°-22'-49" east 347.05 feet to the Point of Terminus.

**Wind Turbine Nos. C-5-3-2 & 3A**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

**(C-5-3-2)**

**Centerline No. 1:** Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,000 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-08'-21" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,549.49 feet; thence north 89°-38'-42" west 693.97 feet to the Point of Terminus.

**(C-5-3-3A)**

**Centerline No. 2:** Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,000 feet along the South Line of said Southwest Quarter; thence north 00°-08'-21" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 483.92 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-51'-39" west 482.91 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine Nos. C-6-1-1 & 2 and C-6-3-2**

A strip of land 600 feet-wide being a part of the Northwest Quarter and part of the Southwest Quarter of Section 6, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-6-1-2 and C-6-3-2)

Centerline No. 1: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,416 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $00^{\circ}-15'-47''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,745.83 feet; thence south  $89^{\circ}-32'-05''$  east 1,401.55 feet, more or less, to the East Line of said Southwest Quarter and the Point of Terminus.

(C-6-1-1)

Centerline No. 2: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,416 feet along the North Line of said Northwest Quarter; thence south  $00^{\circ}-15'-47''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,392.56 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $89^{\circ}-50'-44''$  west 1,195.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

### **Wind Turbine Nos. C-6-4-2**

A strip of land 600 feet-wide being a part of Section 6 Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northeast Corner of the Southeast Quarter of said Section 6. From said Point of Beginning, thence north  $89^{\circ}-51'-15''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 666.40 feet; thence south  $00^{\circ}-08'-48''$  west 432.91 feet to the Point of Terminus.

Excepting therefrom any portion of the above described strips lying within the Northeast Quarter of said Section 6.

### **Wind Turbine Nos. C-7-1-1 & 2 and C-7-2-1**

A strip of land 600 feet-wide being a part of the North Half of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-7-1-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Northwest Quarter of said Section 7, thence west 12 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $01^{\circ}-34'-56''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 904.00 feet; thence north  $89^{\circ}-50'-58''$  west 461.33 feet; thence north  $66^{\circ}-16'-04''$  west 1,335.71 feet to the Point of Terminus.

(C-7-2-1)

Centerline No. 2: Commencing at the Northeast Corner of the Northwest Quarter of said Section 7, thence west 12 feet along the North Line of said Northwest Quarter; thence south  $01^{\circ}-34'-56''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 904 feet; thence north  $89^{\circ}-50'-58''$  west 461.33 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south  $60^{\circ}-40'-22''$  east 1,711.06 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-7-2-2**

A strip of land 600 feet-wide being in the Northeast Quarter of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of the Southeast Quarter of said Northeast Quarter, thence south 599 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-08'-16''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 940.25 feet to the Point of Terminus.

**Wind Turbine Nos. C-7-4-1 & 2 and C-7-3-1 & 2**

A strip of land 600 feet-wide being a part of the South Half of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-7-4-1 and C-7-3-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 1,901 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south  $89^{\circ}-41'-35''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,221.05 feet; thence north  $00^{\circ}-26'-00''$  east 445.62 feet; thence north  $73^{\circ}-33'-59''$  west 1,087.32 feet; thence north  $49^{\circ}-53'-22''$  west 1,395.48 feet to the Point of Terminus.

(C-7-4-2)

Centerline No. 2: Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 1,901 feet along the East Line of said Southeast Quarter, thence south  $89^{\circ}-41'-35''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,170.86 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence north  $01^{\circ}-28'-26''$  west 448.10 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Except therefrom, any portion of said strips lying within the Northwest Quarter of said Southeast Quarter.

### **Wind Turbine No. C-8-2-1A**

All that portion of a 600 foot-wide strip of land lying within the South Half of the Northeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of the South Half of said Northeast Quarter, thence south 13 feet along the East Line of the South Half of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $89^{\circ}-17'-42''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,630.45 feet; thence south  $06^{\circ}-20'-54''$  east 469.34 feet to the Point of Terminus.

### **Wind Turbine No. C-8-2-2A**

A strip of land 600 feet-wide being in the Northeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northeast Quarter, thence north 393 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-31'-27''$  west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,032.92 feet to the Point of Terminus.

### **Wind Turbine No. C-8-3-1A**

All that portion of a strip of land 600 feet-wide lying within the Northeast Quarter of the Southwest Quarter of Section 8 and the Southeast Quarter of the Northwest Quarter of said Section 8 in Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6, thence east 46 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Point of Beginning. From said Point of Beginning, thence north  $00^{\circ}-57'-21''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,330.95 feet; thence north  $86^{\circ}-57'-09''$  east 401.29 feet to the Point of Terminus.

### **Wind Turbine No. C-8-3-2A**

A strip of land 600 feet-wide being in the Northeast Quarter of the Southwest Quarter of Section 8 and in the Northwest Quarter of the Southeast Quarter of said Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of the Northeast Quarter of said Southwest Quarter, thence west 158 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $00^{\circ}-04'-02''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 848.53 feet to the Point of Terminus.

**Wind Turbine No. C-9-2-1**

A strip of land 600 feet-wide being in the Northeast Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 1,846 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-06'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 817.98 feet to the Point of Terminus.

**Wind Turbine No. C-9-3-1A**

A strip of land 600 feet-wide being in the Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 311 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-19'-09" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 655.71 feet to the Point of Terminus.

**Wind Turbine Nos. C-9-3-2A**

A strip of land 600 feet-wide lying in the Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the North Half of said Southwest Quarter, thence east 1,376 feet along the South Line of the North Half of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 01°-09'-13" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 738.74 feet to the Point of Terminus.

**Wind Turbine No. C-9-4-1**

A strip of land 600 feet-wide being in the Northeast Quarter and the Southeast Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northeast Corner of said Southeast Quarter. From said Point of Beginning, thence west 839.79 feet along the North Line of said Southeast Quarter; thence south 00°-39'-30" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 605.15 feet to the Point of Terminus.

**Wind Turbine Nos. C-10-1, 2 & 3 and C-10-2-1**

A strip of land 600 feet-wide being a part of the North Half of Section 10, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said North Half, thence north 1,969 feet along the West Line of said North Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-38'-06" east (bearings derived

from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.21 feet; thence south  $74^{\circ}-16'-09''$  east 1,001.99 feet; thence south  $61^{\circ}-00'-49''$  east 1,003.76 feet; thence south  $79^{\circ}-15'-32''$  east 1,401.93 feet to the Point of Terminus.

**Wind Turbine Nos. C-10-3-1 & 2**

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 10, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-10-3-1)

Centerline No. 1: Commencing at the Northwest Corner of said Southwest Quarter, thence south 1,279 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north  $89^{\circ}-44'-16''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,862.29 feet; thence north  $00^{\circ}-56'-29''$  west 753.47 feet to the Point of Terminus.

(C-10-3-2)

Centerline No. 2: Commencing at the Northwest Corner of said Southwest Quarter, thence south 1,279 feet along the West Line of said Southwest Quarter; thence north  $89^{\circ}-44'-15''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 716.33 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north  $00^{\circ}-11'-30''$  west 839.15 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-11-1-1**

A strip of land 600 feet-wide being in the Northwest Quarter of Section 11, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,693 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south  $00^{\circ}-49'-51''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,198.97 feet to the Point of Terminus.

**Wind Turbine Nos. C-29-1-1 and C-29-2-1**

A strip of land 600 feet-wide being a part of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-29-1-1)

Centerline No. 1: Beginning at a point on the Centerline of a north-south road in the West Half of said Section 29 lying 126 feet north of the South Line of the Northwest Quarter of said Section 29. From said Point of Beginning, thence south  $89^{\circ}-48'-52''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-



metric Engineers, Inc., Sheboygan, WI.) 2,050.34 feet; thence north 00°-32'-56" east 1,184.75 feet to the Point of Terminus.

(C-29-2-1)

**Centerline No. 2:** Commencing at a point on the Centerline of a north-south road in the West Half of said Section 29 lying 126 feet north of the South Line of the Northwest Quarter of said Section 29, thence south 89°-48'-52" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,050.34 feet; thence north 00°-32'-56" east 21.12 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-27'-04" east 871.23 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-29-3-1**

A strip of land 600 feet-wide being in the Southwest Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point in the center of a north-south road running through said Southwest Quarter lying 1,268 feet north of the South Line of said Southwest Quarter. From said Point of Beginning, thence north 89°-32'-45" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 731.00 feet; thence north 00°-34'-02" west 611.71 feet to the Point of Terminus.

**Wind Turbine No. C-29-3-2**

A strip of land 600 feet-wide being in the South Half of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Southeast Quarter of said Section 29, thence east 243 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-21'-13" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 909.81 feet; thence north 89°-51'-45" west 543.74 feet to the Point of Terminus.

**Wind Turbine No. C-29-4-1 & 2**

A strip of land 600 feet-wide being in the Southeast Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence east 2,338 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-20'-35" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.94 feet; thence north 52°-58'-35" west 1,341.79 feet to the Point of Terminus.

**Wind Turbine Nos. C-30-1-1 and C-30-2-1 & 2**

A strip of land 600 feet-wide being a part of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-30-1-1 and C-30-2-2)

**Centerline No. 1:** Beginning at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south 65°-07'-24" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 628.02 feet; thence south 56°-38'-47" east 913.61 feet; thence south 00°-54'-45" west 578.52 feet; thence north 88°-18'-52" east 1,276.87 feet to the Point of Terminus, except therefrom any portion lying within the West Half of the Northwest Quarter of said Section 7.

(C-30-2-1)

**Centerline No. 2:** Commencing at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof, thence south 65°-07'-25" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 628.02 feet; thence south 56°-38'-47" east 913.61 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 85°-13'-09" east 493.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

**Wind Turbine No. C-30-3-1**

A strip of land 600 feet-wide being in the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 1,313 feet along the West Line of said Southwest Quarter; thence south 88°-54'-44" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 260.78 feet to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 88°-54'-44" east 870.87 feet to the Point of Terminus.

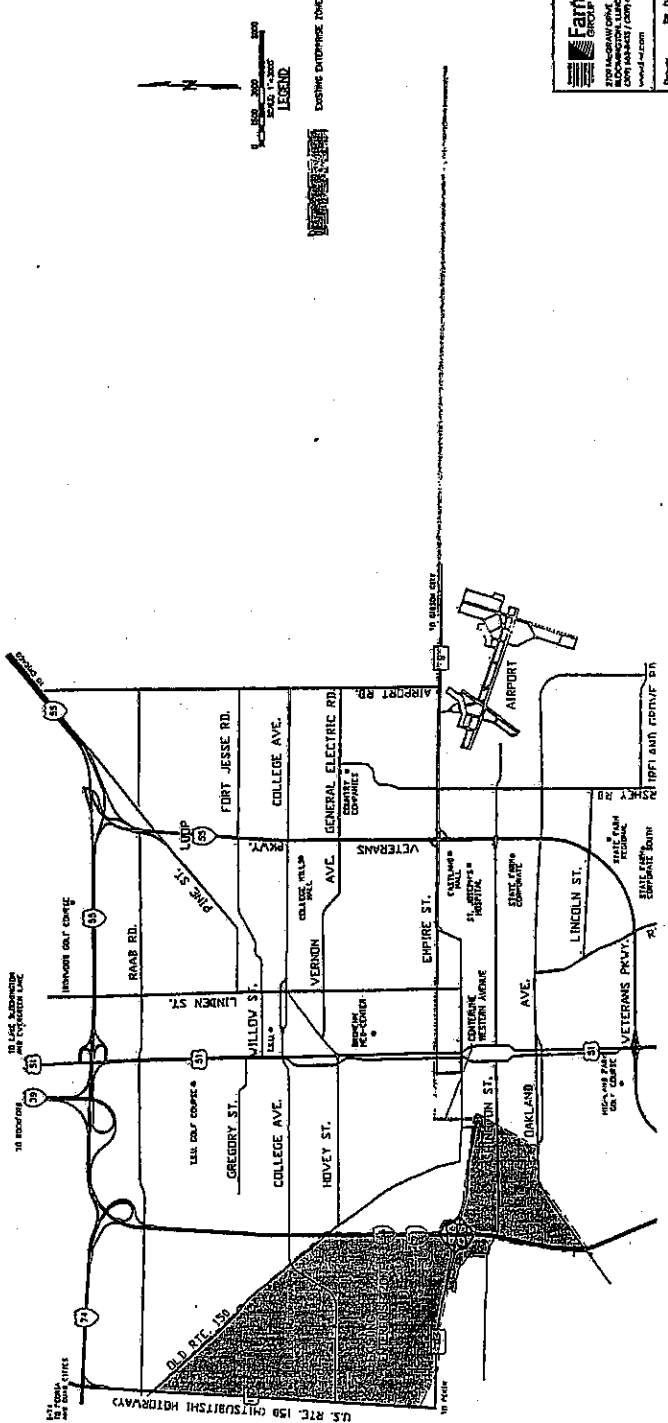
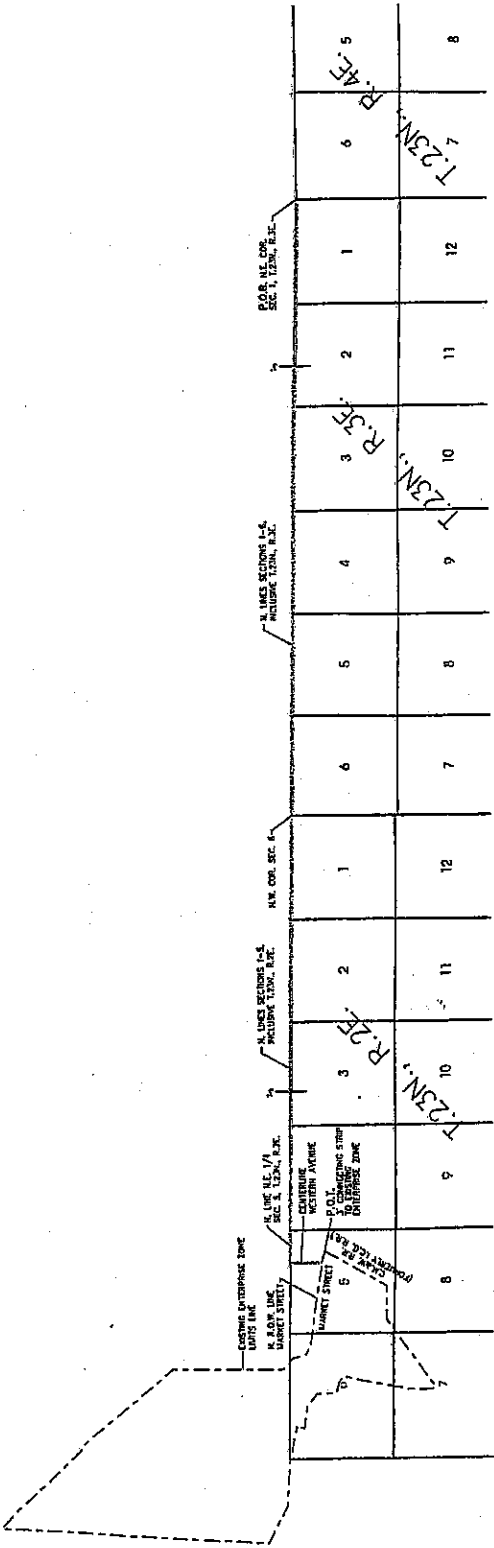
**Wind Turbine No. C-30-3-2**

A strip of land 600 feet-wide being in the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence west 2,311 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-19'-30" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,109.40 feet to the Point of Terminus.

**Wind Turbine No. C-31-1-1**

All that portion of a strip of land 600 feet-wide lying in the Northwest Quarter of the Northwest Quarter of Section 31, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence south 1,321 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north  $89^{\circ}-57'-41''$  east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 981.87 feet; thence north  $00^{\circ}-02'-19''$  west 434.04 feet to the Point of Terminus.



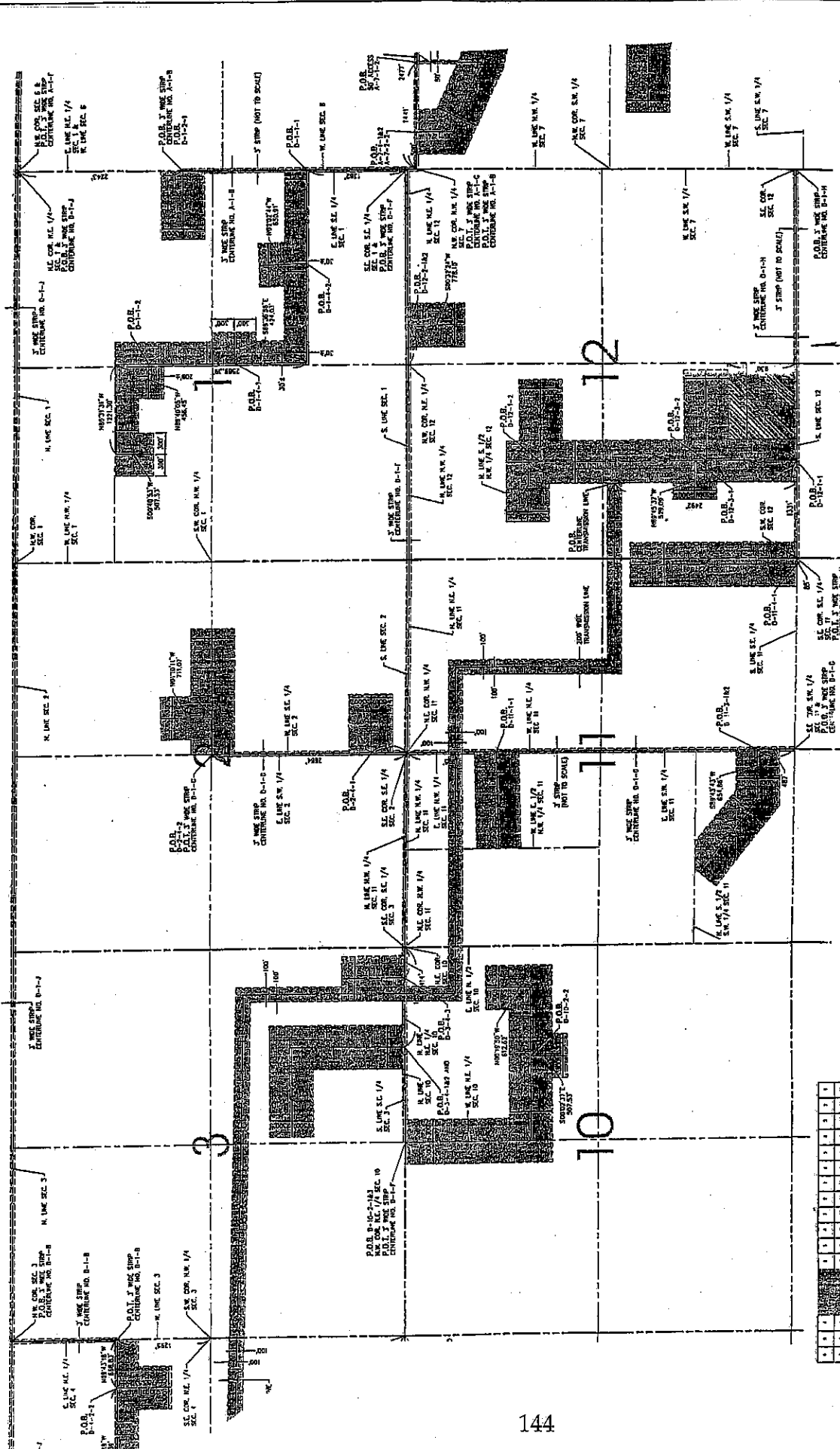


**Farnsworth GROUP**  
 2700 N. W. 10th Ave., Suite 100  
 Fort Lauderdale, FL 33309  
 Phone: (954) 571-1111  
 Fax: (954) 571-1112  
 www.farnsworth.com

ENTERPRISE ZONE  
 WIND FARM  
 MALEAN COUNTY, FLORIDA

Sheet No. 2 of 10  
 Project No. 1007/002 Rev. 04-1990

Drawn: [ ]  
 Checked: [ ]  
 Date: [ ]



**Farnsworth Group**  
 2700 HANCOCKVILLE AVENUE  
 SUITE 100  
 HANCOCKVILLE, ILLINOIS 62450  
 WWW.FARNSWORTHGROUP.COM

**ENTERPRISE ZONE  
 DAWSON TOWNSHIP  
 SECTIONS 10, 11, 12**

**WIND FARM  
 MADISON COUNTY, ILLINOIS**

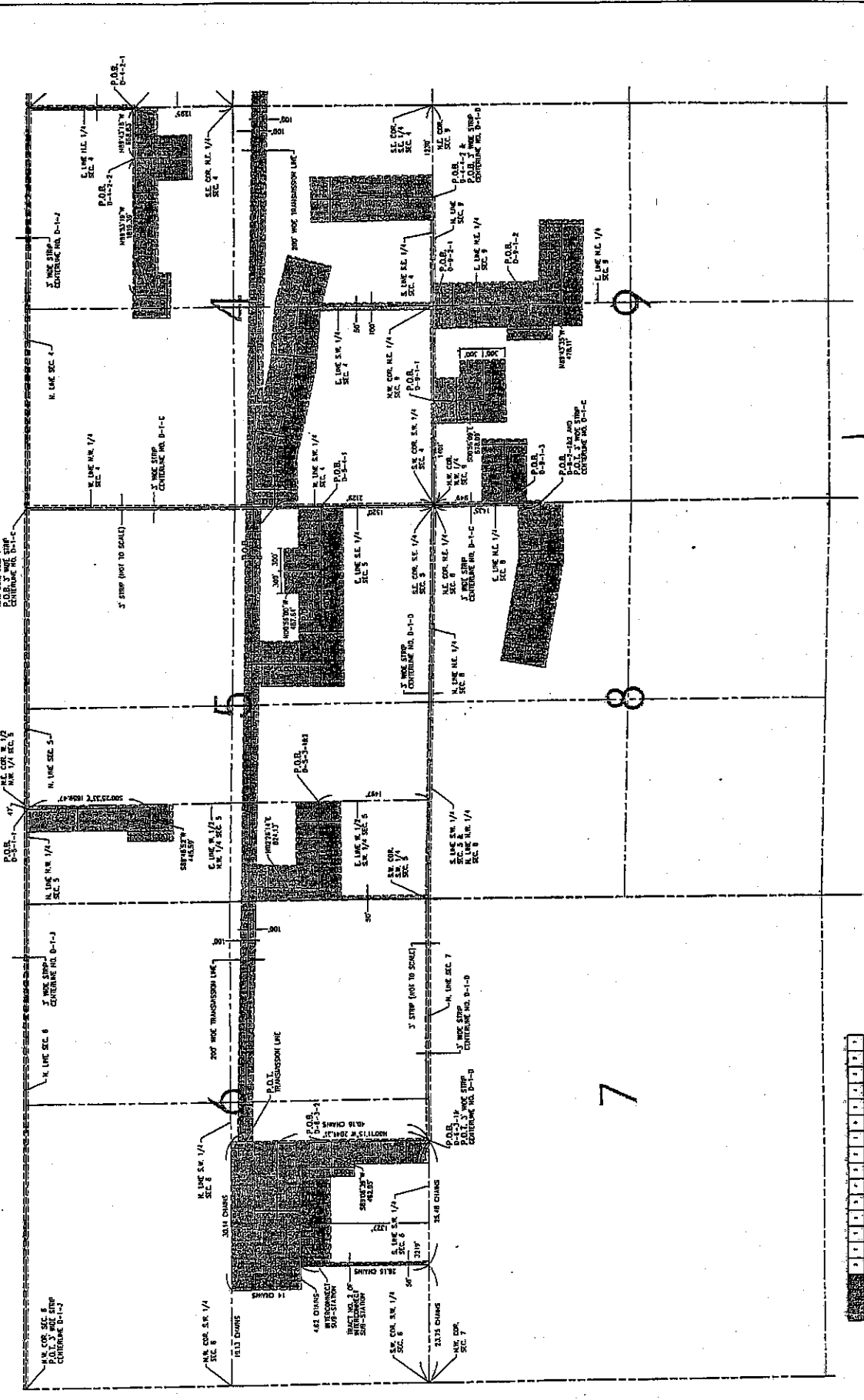
Scale: 1" = 100'  
 North Arrow  
 Legend  
 Point of Interest

Sheet No. 3 of 35  
 Date: 03/20/10  
 Project No. 1037402 (Rev. 2/4/10)

**KEY MAP**

1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80	81	82	83	84
85	86	87	88	89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104	105	106	107	108
109	110	111	112	113	114	115	116	117	118	119	120

SECTION

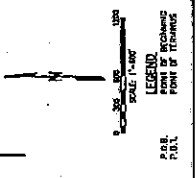


**Farnsworth GROUP**  
 2709 HAWKINS DRIVE, SUITE 1000  
 1000 W. 100th St., Des Moines, IA 50317  
 www.farnsworth.com

ENTERPRISE ZONE  
 DAWSON TOWNSHIP  
 SECTIONS 4-9

WIND FARM  
 MCLEAN COUNTY, ILLINOIS

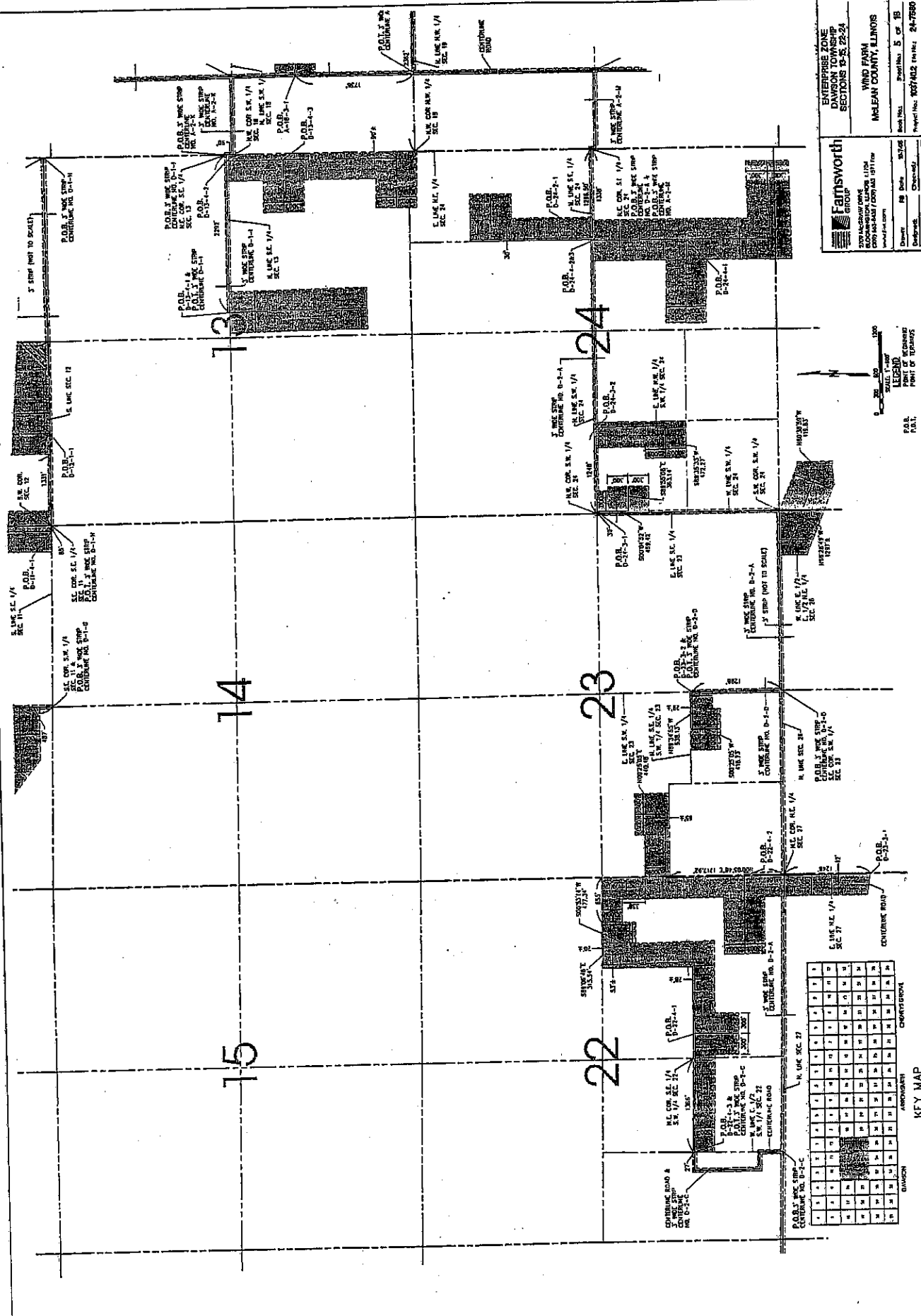
Sheet No. 307/462  
 Project No. 807/462  
 Date: 11/20/12  
 Scale: 1" = 100'



**KEY MAP**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

CHERRYBLOSSOM  
 HAWKINSVILLE  
 DANVERS

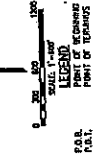


Enterprise Zone  
Dawson Township  
Sections 15-22-24

Wind Farm  
McLean County, Illinois

Sheet No.	5	of 15
Date		
Scale		
Drawn		Checked

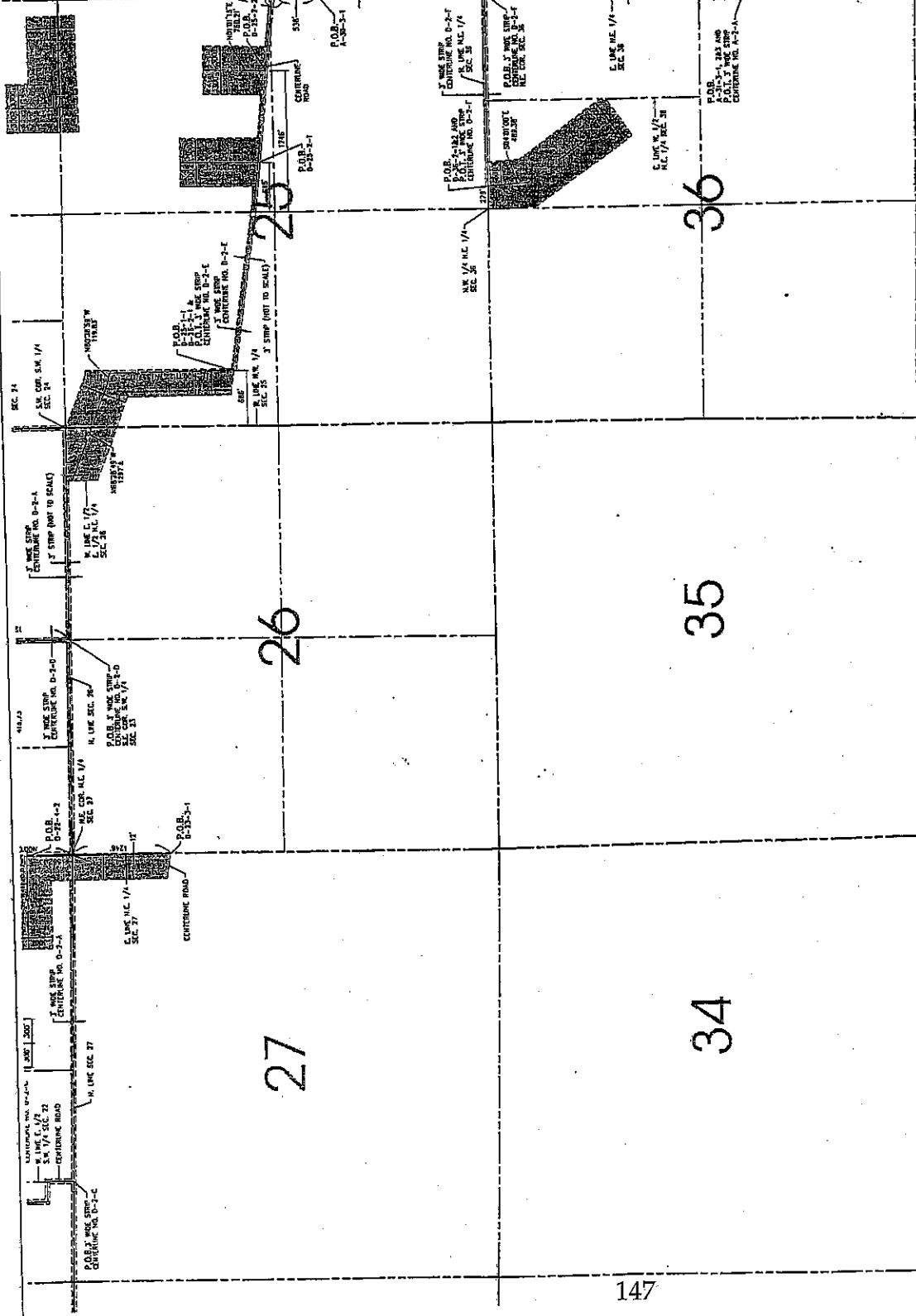
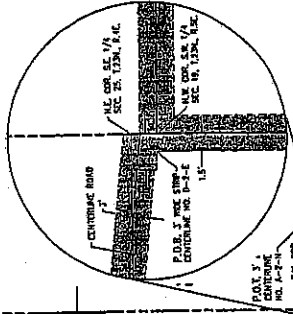
**Farnsworth GROUP**  
220 HICKORY WALK  
SOLONVILLE, ILLINOIS 61784  
(662) 434-0074 / (662) 434-0778



KEY MAP

DAWSON	ABSTRACT	CHESTERBROOK
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26
27	27	27
28	28	28
29	29	29
30	30	30



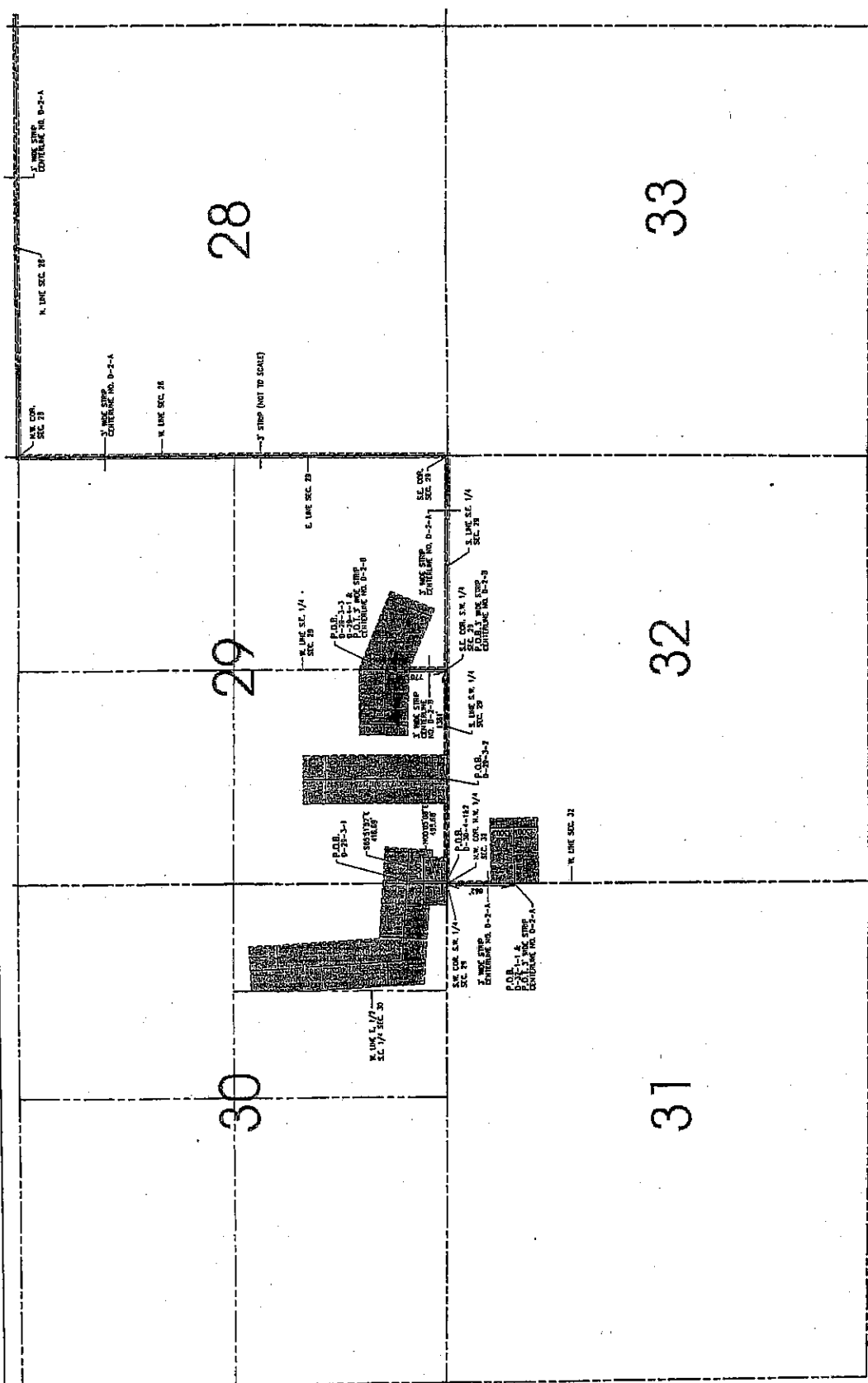


1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

KEY MAP

**Farnsworth**  
 GROUP  
 2109 MADISON DRIVE  
 SUITE 100  
 CHICAGO, ILLINOIS 60614  
 TEL: (312) 464-1100  
 FAX: (312) 464-1101  
 WWW: www.farnsworth.com

ENTERPRISE ZONE  
 DANFORTH TOWNSHIP  
 SECTIONS 26-31, 34-36  
 NEW FARM  
 MALEAN COUNTY, ILLINOIS  
 Record No. \_\_\_\_\_ Sheet No. 6 of 10  
 Project No. 837402 rev. No. 24-7589



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

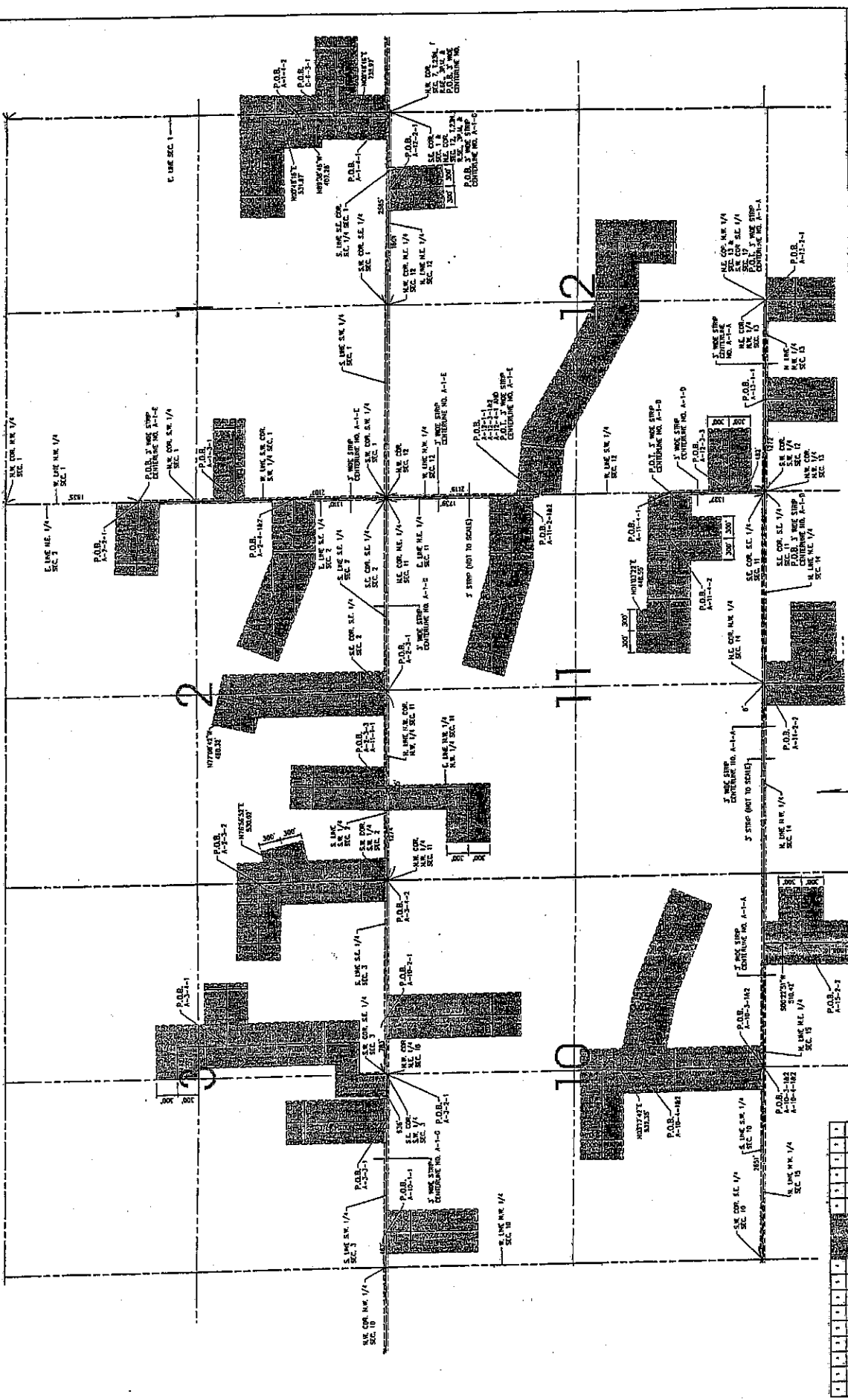
KEY MAP

N  
 LEGEND  
 POINT OF BEGINNING  
 POINT OF RETURN

**Fairsworth Group**  
 2700 MacArthur Drive, Suite 1100  
 City, TX 75243 / (214) 343-1311 Fax  
 www.fairsworth.com

ENTERPRISE ZONE  
 DAWSON TOWNSHIP  
 SECTIONS 28-33  
 WIND FARM  
 McLEAN COUNTY, ILLINOIS

Book No. \_\_\_\_\_ Sheet No. 7 of 8  
 Date: 05/26/06  
 Project No: K037402-19-000 24-1580



**Fairsworth GROUP**  
 REAL ESTATE SERVICES  
 10000 N. WILSON AVENUE, SUITE 100  
 CHICAGO, ILLINOIS 60648  
 TEL: (773) 330-7000 FAX: (773) 330-7001

**BLUESBURG TOWNSHIP**  
 ARDENHURST TOWNSHIP  
 SECTION 13, 14, 15

**WARD FARM**  
 McLEAN COUNTY, ILLINOIS

Map No. 807/602 Rev. 11-2000

Scale: 1" = 400'

North Arrow

Legend:  
 P.O.B. POINT OF BEGINNING  
 CONTINUING NO. CONTINUING NUMBER

**KEY MAP**

DIVISION

ARDENHURST

CHICAGO GROVE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120

**Fainsworth GROUP**  
 ENTERPRISE ZONE  
 APPROXIMATE LOTS  
 SECTIONS 4-9

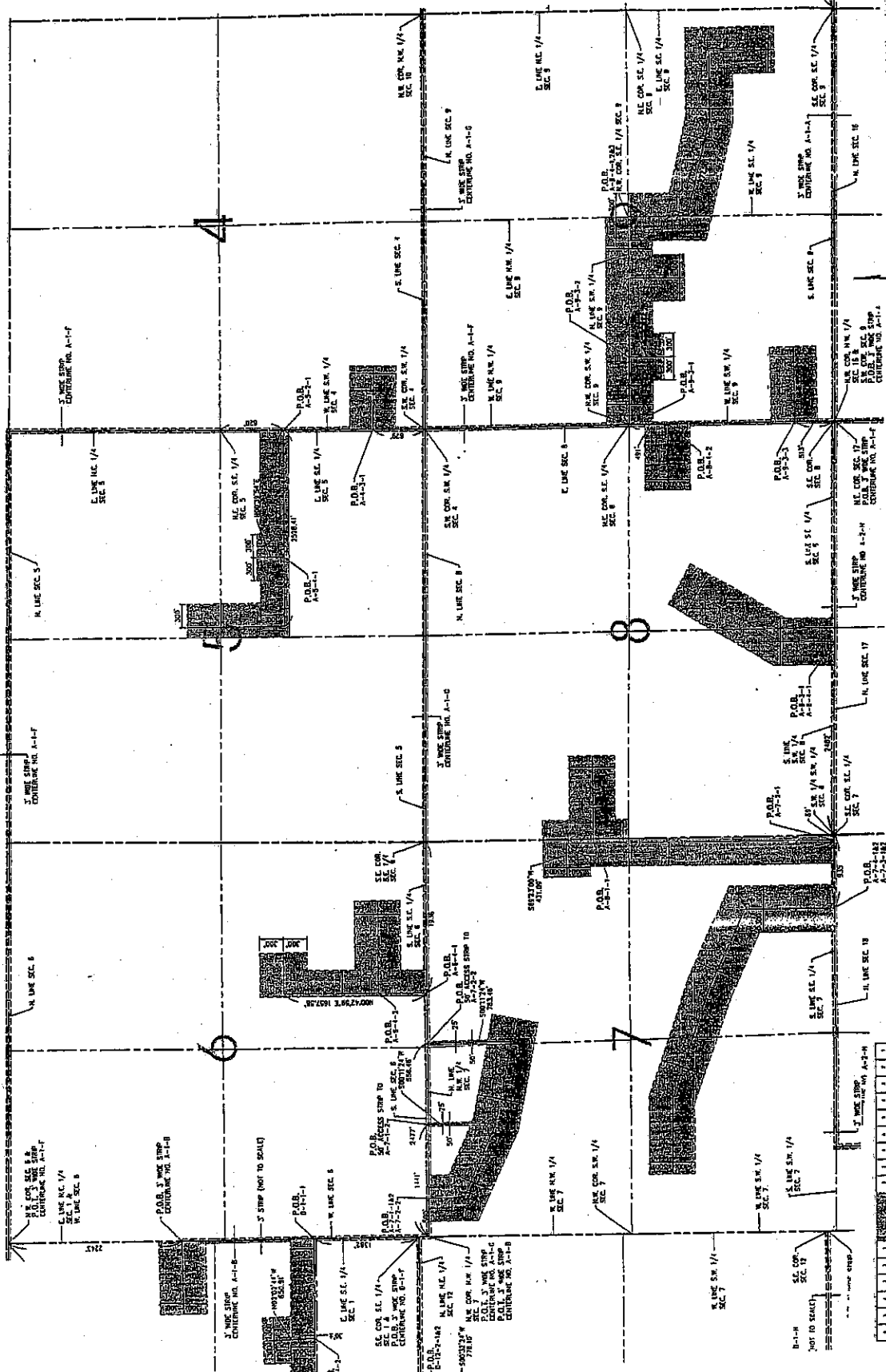
**WIND FARM**  
 McLEAN COUNTY, ILLINOIS

Map No. 807402 Rev. No. 24-7580

Scale: 1" = 400'

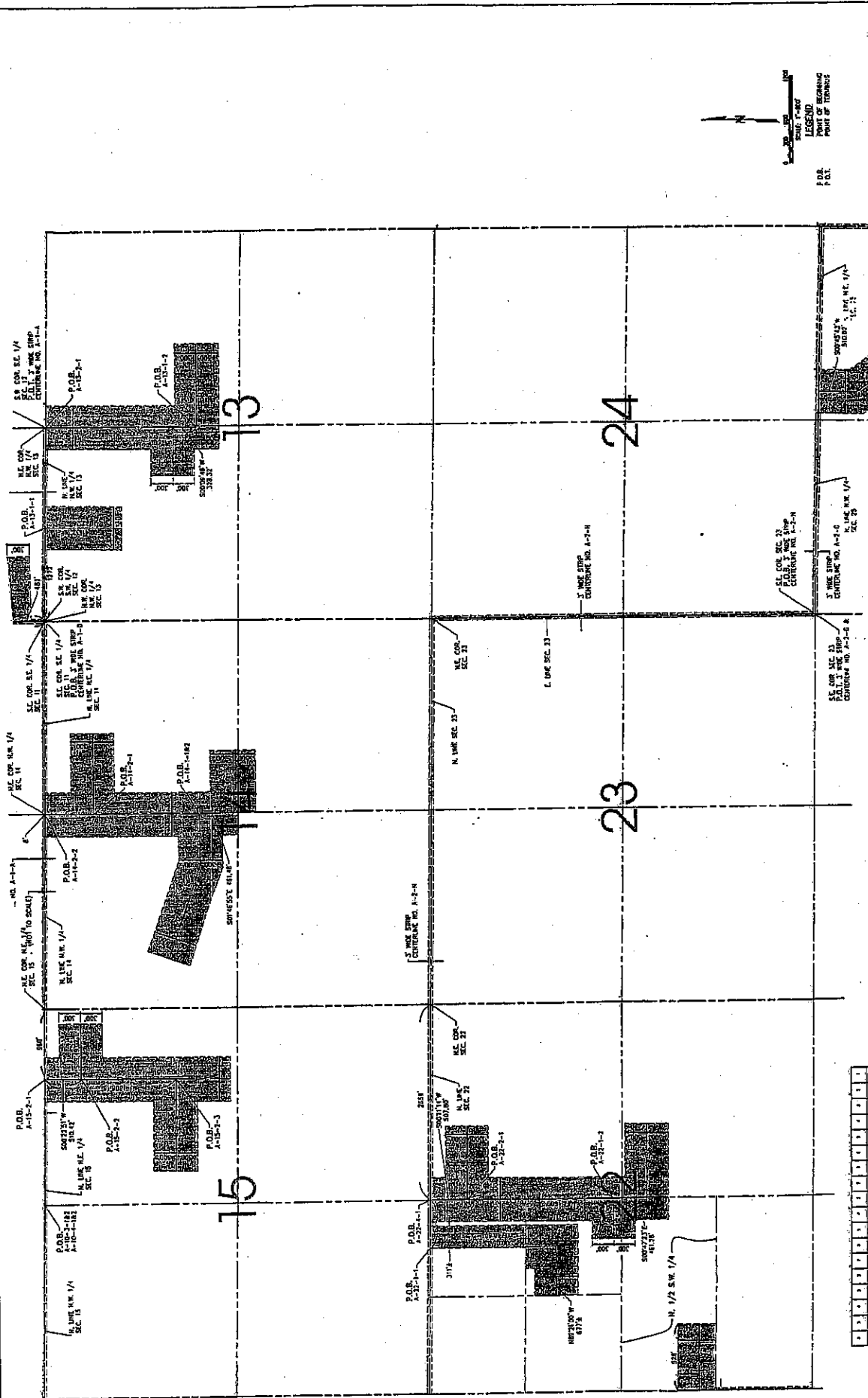
LEGEND  
 POINT OF BEGINNING  
 POINT OF TERMINATION

OWNER: FAINSWORTH GROUP  
 DATE: 08/15/2014



KEY MAP

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----



**Farnsworth**  
 GROUP  
 2700 MACDONALD DRIVE  
 MOON TOWN, ILLINOIS 60051  
 (708) 461-1000 FAX (708) 461-1110  
 www.farnsworth.com

ENGINEERING ZONE  
 ARDENSMITH TOWNSHIP  
 SECTIONS 15-5, 22-24  
 WIND FARM  
 McLEAN COUNTY, ILLINOIS

Scale No. 13 of 16  
 Project No. 1007402 File No. 24-7590

Client: [ ] Date: 03/28  
 Checked: [ ]

KEY MAP

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

CLAYTON COOK

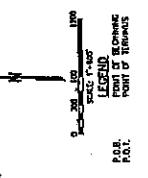
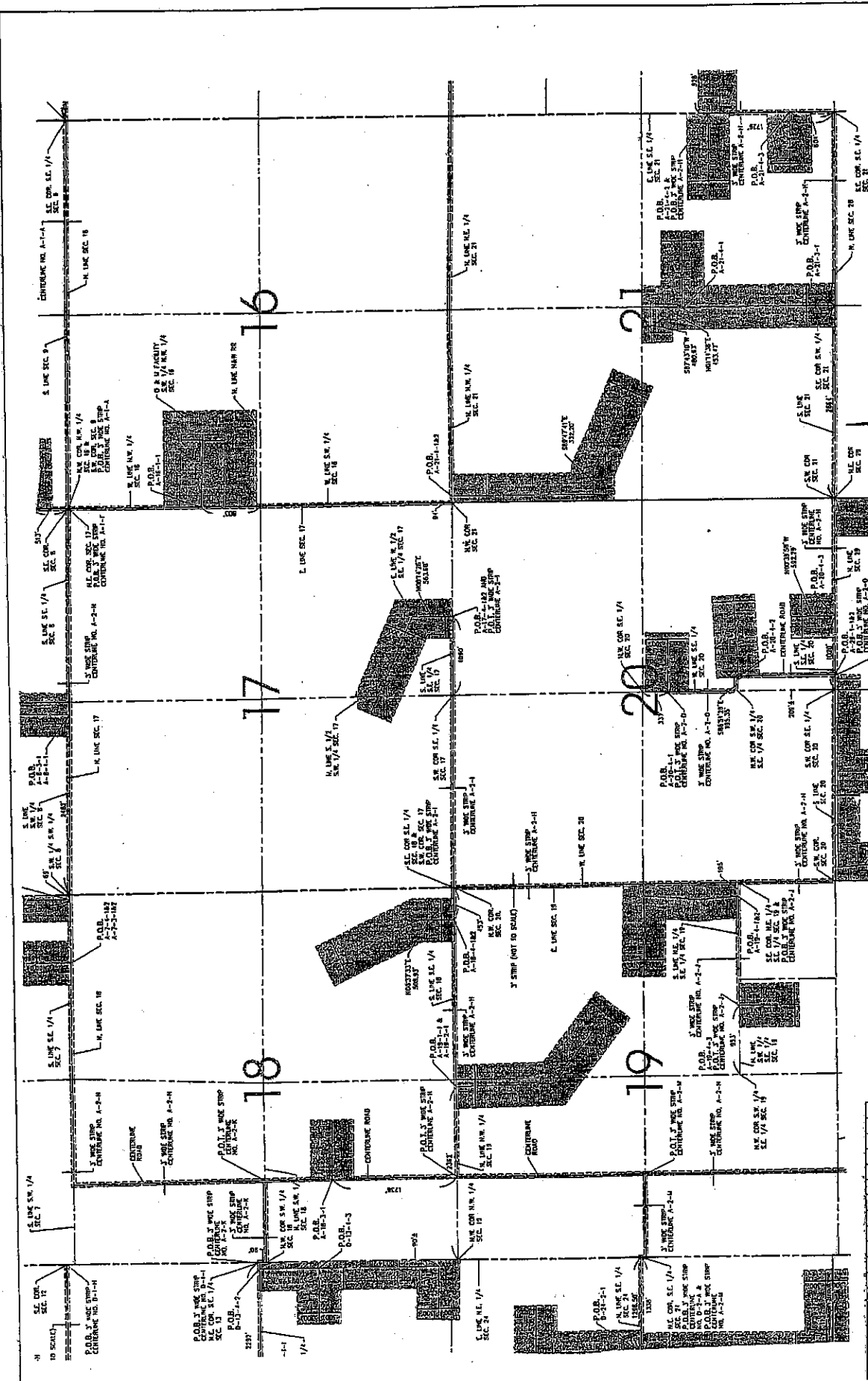
**Fairsworth**  
 Surveyors  
 1000 W. WASHINGTON, SUITE 4100  
 CHICAGO, ILLINOIS 60601-1017  
 www.fairsworth.com

PROJECT NO. 007422 DRAWING NO. 24-7509

DATE: 03/20/08  
 SHEET NO. 11 OF 16

CLIENT: WIND FARM  
 McLEAN COUNTY, ILLINOIS

DRAWN BY: [Name]  
 CHECKED BY: [Name]



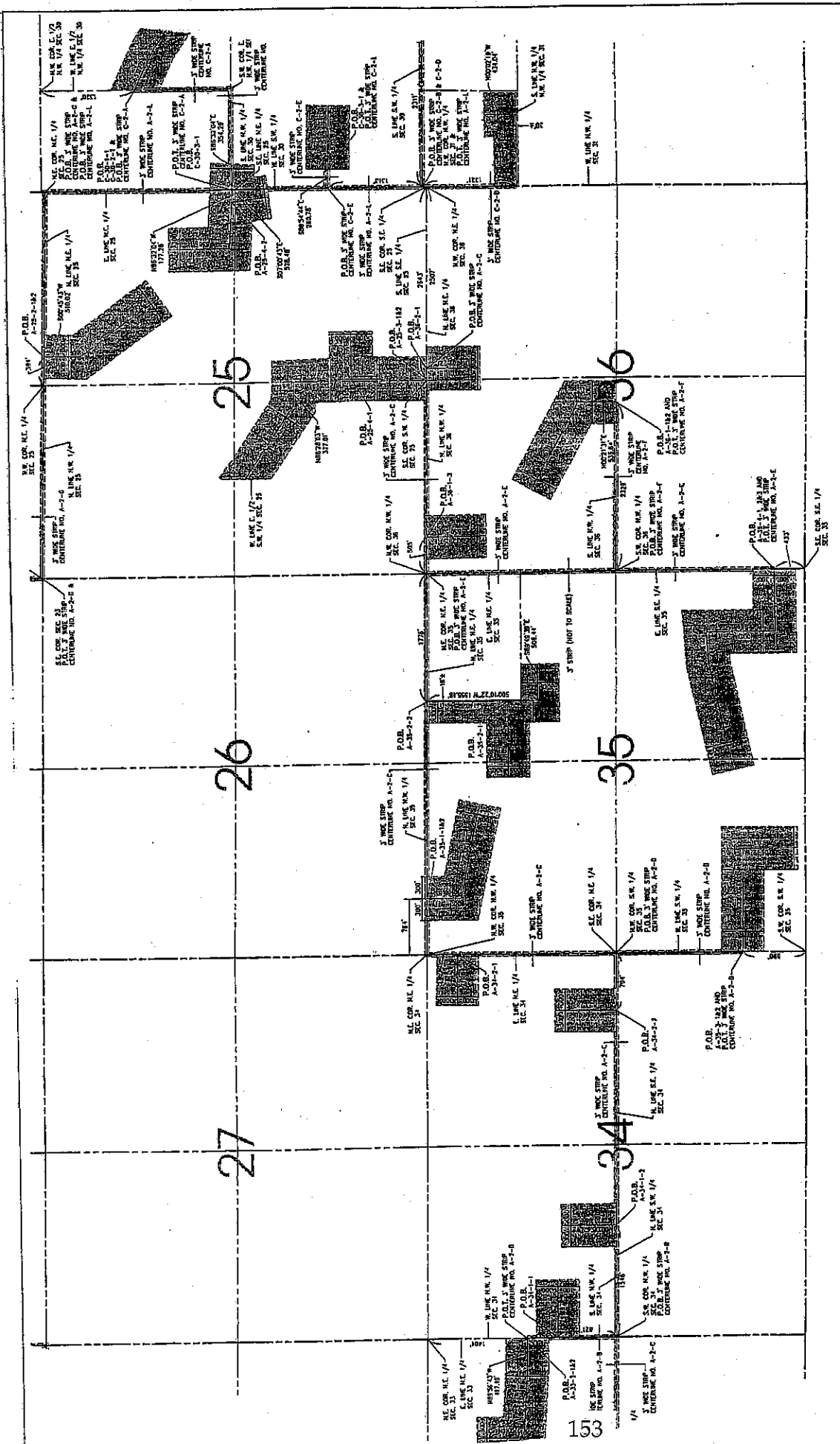
**KEY MAP**

SECTION

16	17	18	19
20	21	22	23
24	25	26	27
28	29	30	31
32	33	34	35
36	37	38	39
40	41	42	43
44	45	46	47
48	49	50	51
52	53	54	55
56	57	58	59
60	61	62	63
64	65	66	67
68	69	70	71
72	73	74	75
76	77	78	79
80	81	82	83
84	85	86	87
88	89	90	91
92	93	94	95
96	97	98	99
100	101	102	103

SECTION

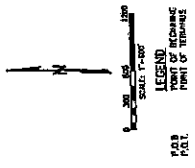
DATE



KEY MAP

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72

DAWSON  
ARROWSMITH  
CHRYSE GROVE



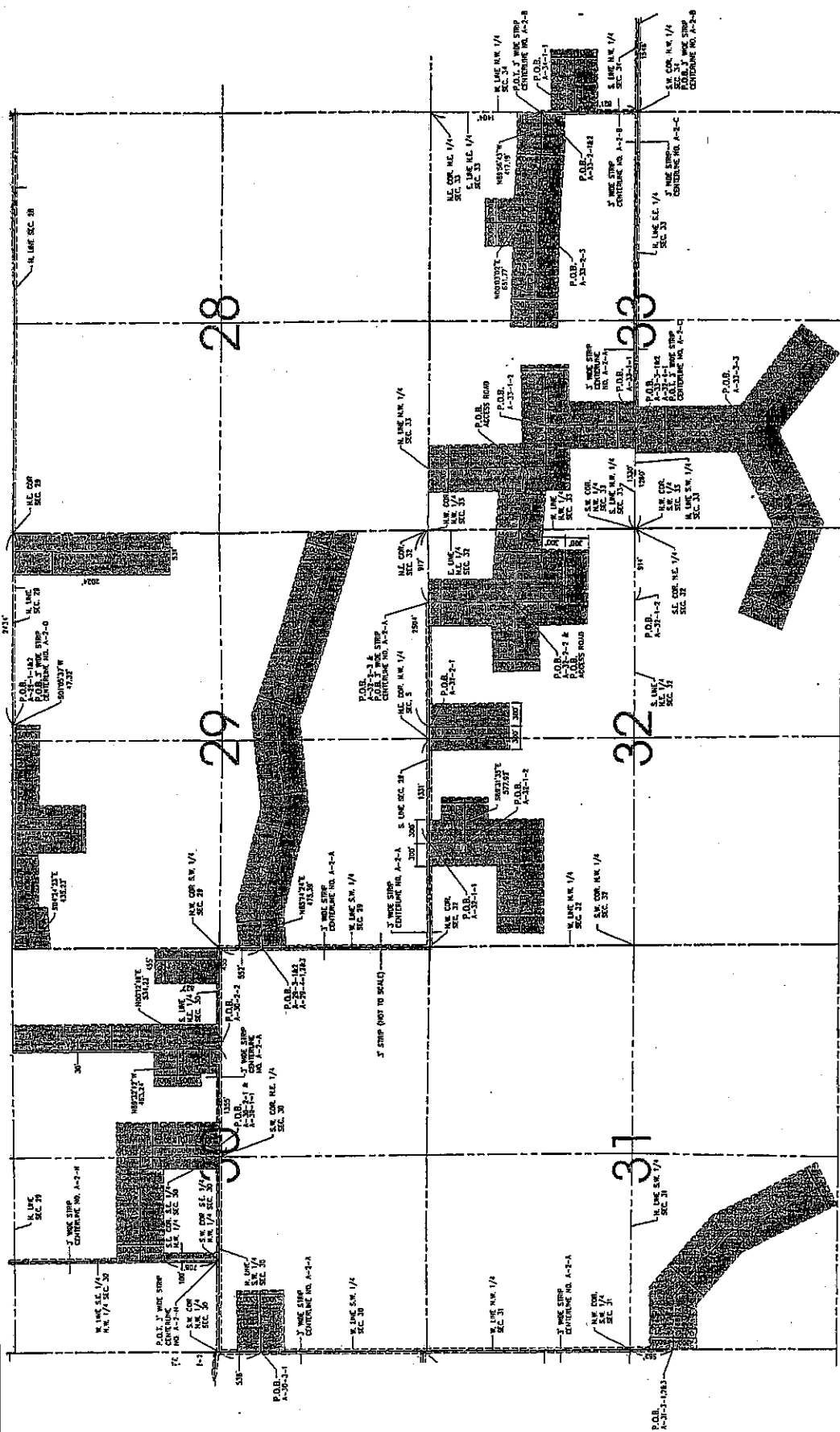
**Farnsworth GROUP**  
2200 MAGNOLIA DRIVE  
CANTON, MISSISSIPPI 39056  
601-853-8253 / 601-853-1144  
www.fg.com

**ENTERPRISE ZONE  
ARROWSMITH TOWNSHIP  
SECTIONS 25-27, 34-36**

**WARD FARM  
MCLEAN COUNTY, ILLINOIS**

Sheet No. 12 of 18  
Project No. 1037402 Rev No. 24-1590

Drawn: [Blank] Date: [Blank]  
Checked: [Blank]



KEY MAP

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

DAVENPORT      ARROWHEAD      CHURCHGROW

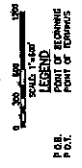
**Fairmworth Group**  
 2700 Westwood Drive, Suite 419H  
 Cary, NC 27513 / 919.486.1971  
 www.fairmworth.com

ENTERPRISE ZONE  
 APPROXIMATE OWNERSHIP  
 SECTIONS 28-33

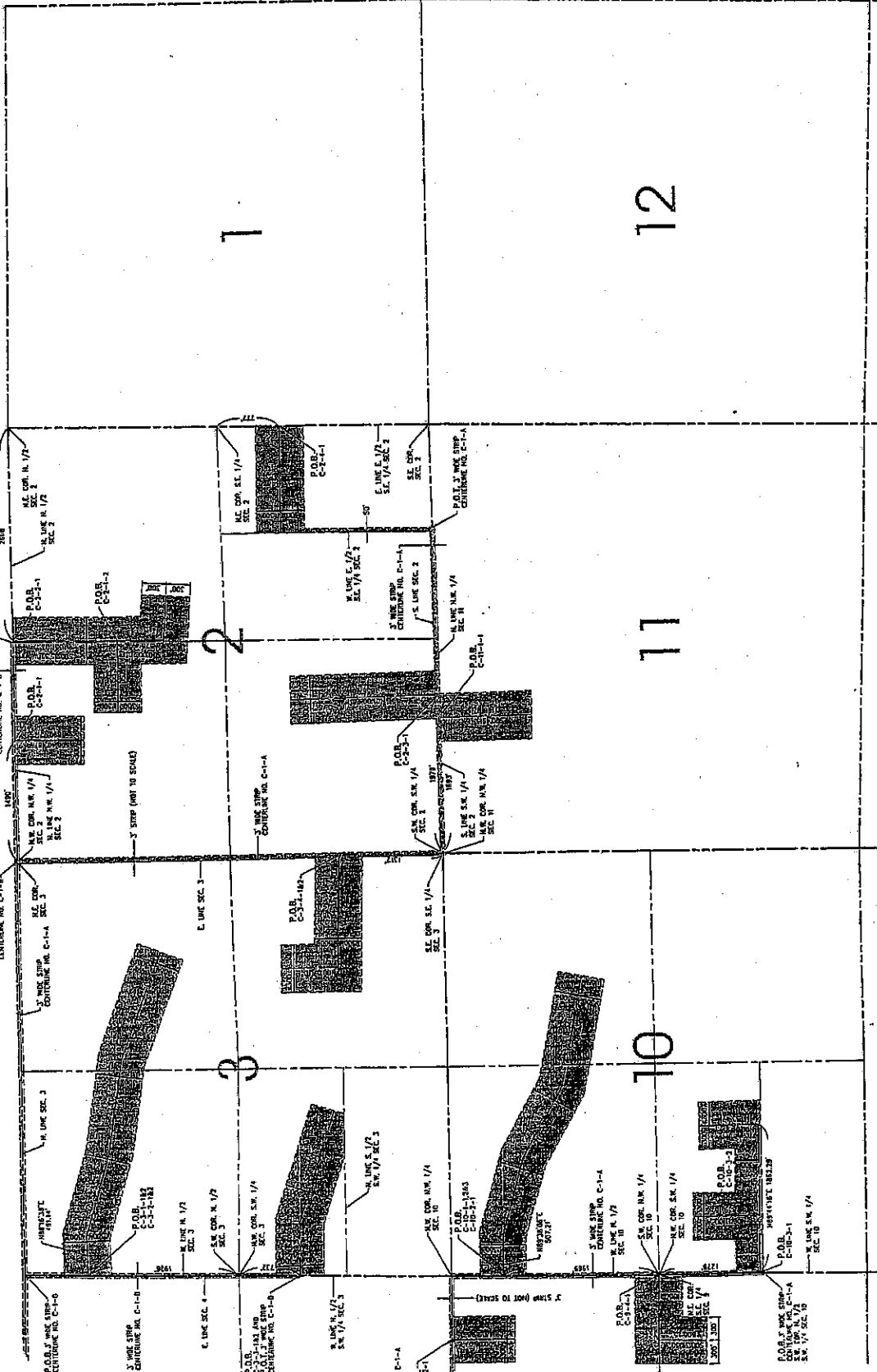
WARD FARM  
 McLEAN COUNTY, ILLINOIS

Book No. 13, CP. 16  
 Sheet No. 13, CP. 16

Drawn: JH Date: 02/20/06  
 Submittal: 02/20/06







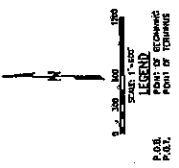
**Farmsworth GROUP**  
 2757 N. CALDWAY DRIVE, SUITE 100  
 ROCKFORD, ILLINOIS 61101  
 www.farmsworth.com

ENTERPRISE ZONE  
 CHEMISTS GROVE TOWNSHIP  
 SECTIONS 10, 11, 12

WIND FARM  
 McLEAN COUNTY, ILLINOIS

Block No. 20011001 14 OF 15  
 Project No. 20074002 Rev No. 24-7600

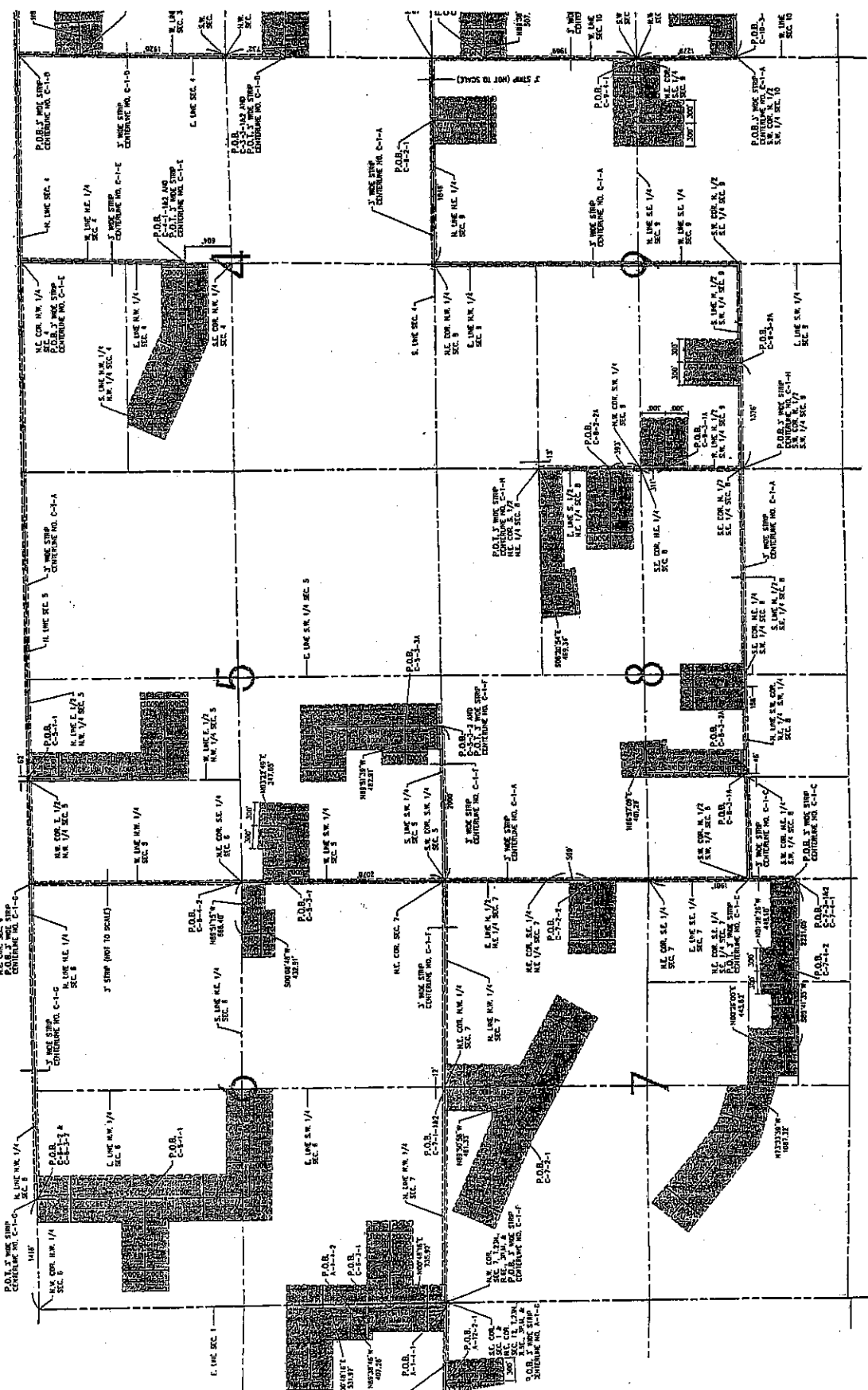
Drawn: JF Date: 05/08  
 Checked: [blank]



KEY MAP

1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80	81	82	83	84
85	86	87	88	89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104	105	106	107	108
109	110	111	112	113	114	115	116	117	118	119	120

DIVISION: ANTHONY CHEMISTS GROVE



UNION

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

ANNEXATION

CHERRY GROVE

KEY MAP

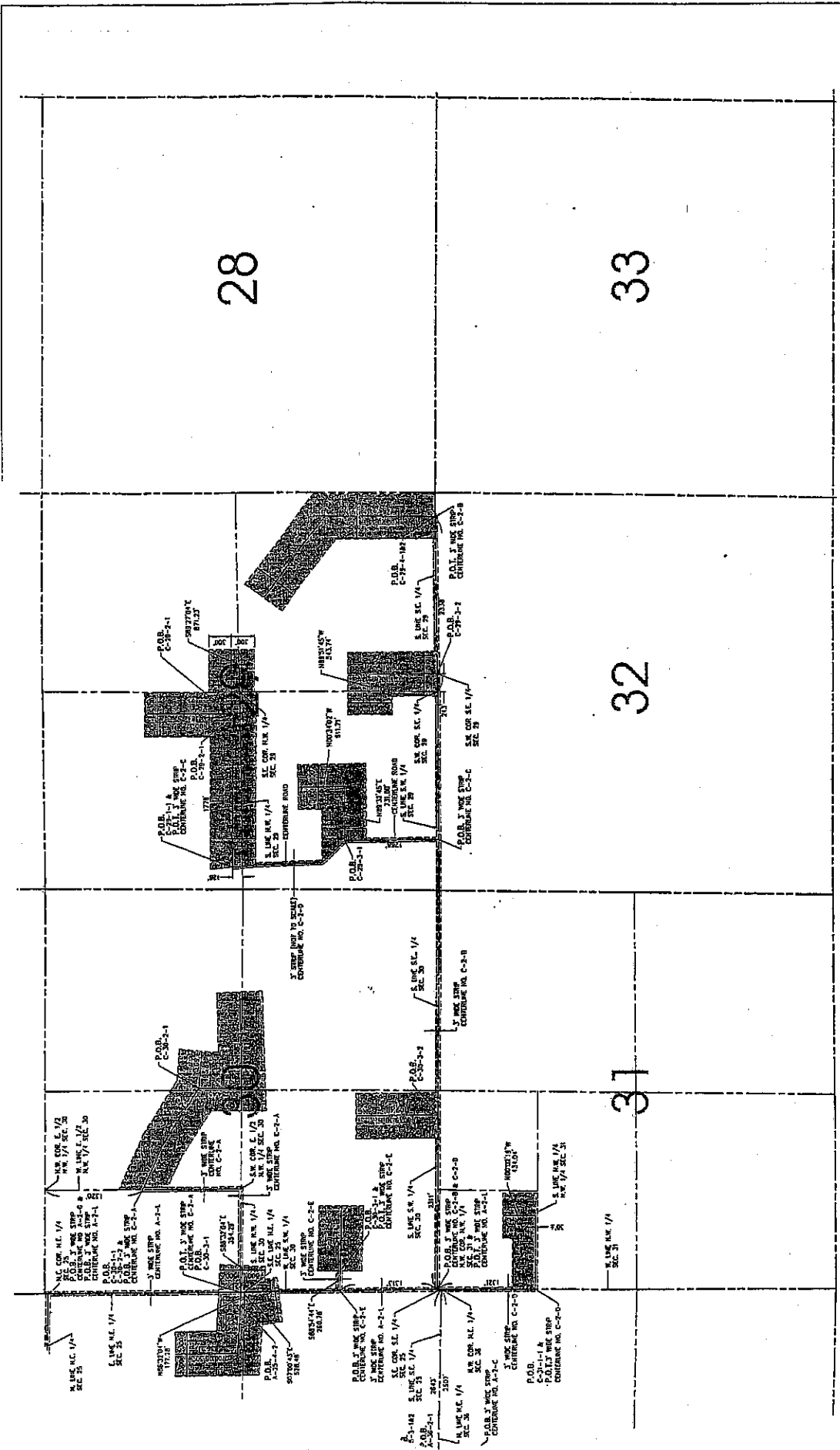
**Farnsworth Group**  
 220 N. WASHINGTON ST. STE. 4100  
 CHICAGO, ILL. 60601  
 (312) 467-8000 / (800) 443-1071 Fax  
 www.farnsworth.com

ENTERPRISE ZONE  
 CHERRY GROVE TOWNSHIP  
 SECTIONS 7-13

WIND FARM  
 MCLEAN COUNTY, ILLINOIS

Sheet No.: 55 of 165  
 Project No.: 1007402 Rev. No. 24-1000

Drawn: [ ]  
 Date: [ ]  
 Checked: [ ]  
 Date: [ ]



KEY MAP

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

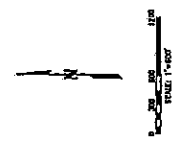
**Fairsworth GROUP**  
 5100 WASHINGTON DRIVE  
 SUITE 100  
 WASHINGTON, DC 20004  
 WWW.FAIRSWORTH.COM

ENTERPRISE ZONE  
 CHEROKEE GROVE TOWNSHIP  
 SECTIONS 28-33

WARD PARK  
 McLEAN COUNTY, ILLINOIS

Book No. \_\_\_\_\_ Sheet No. 28 of 28  
 Project No. 3037402 P.M. 2/4/99

Drawn: \_\_\_\_\_  
 Checked: \_\_\_\_\_  
 Date: \_\_\_\_\_



# **Illinois Enterprise Zone Program**

Application to Add Territory to  
Bloomington/Normal/McLean County  
Enterprise Zone

Submitted by:

City of Bloomington  
Town of Normal  
County of McLean

**October 2005**

**ILLINOIS ENTERPRISE ZONE PROGRAM  
APPLICATION TO ADD TERRITORY  
OPTION 1**

Complete "APPLICATION TO ADD TERRITORY - OPTION 1" if you intend to qualify the proposed addition as an area that provides an immediate (2 years or less) substantial utility or benefit to the established zone and/or its residents or businesses by: creating or retaining specific jobs; or removing or correcting an impediment to economic development which exists in the established zone; or, stimulating neighborhood residential or commercial revitalization.

**PART A: LEGAL APPLICANT**

Type of Application: Single \_\_\_\_\_ Joint X \_\_\_\_\_  
(If Joint Application, provide information for each applicant.)

Name of Jurisdiction **City of Bloomington**  
Street/P.O. Box **109 East Olive Street** Zip Code **61701**  
City **Bloomington** County **McLean**  
Chief Elected Official **Steve Stockton, Mayor**  
Zone Administrator **Martin A. Vanags** Phone **(309) 661-6332**  
Type of Applicant: City \_\_\_\_\_ X \_\_\_\_\_ County \_\_\_\_\_

Name of Jurisdiction **Town of Normal**  
Street/P.O. Box **100 East Phoenix Avenue/P.O. Box 509** Zip Code **61761**  
City **Normal** County **McLean**  
Chief Elected Official **Chris Koos, Mayor**  
Zone Administrator **Martin A. Vanags** Phone **(309) 661-6332**  
Type of Applicant: City \_\_\_\_\_ X \_\_\_\_\_ County \_\_\_\_\_

Name of Jurisdiction **County of McLean**  
Street/P.O. Box **104 West Front Street** Zip Code **61701**  
City **Bloomington** County **McLean**  
Chief Elected Official **Michael F. Sweeney, County Board Chairman**  
Zone Administrator **Martin A. Vanags** Phone **(309) 661-6332**  
Type of Applicant: City \_\_\_\_\_ County \_\_\_\_\_ X \_\_\_\_\_

Note: Submit one application that includes an original ordinance(s), intergovernmental agreement and taxing district resolutions plus 2 certified copies of the ordinances, intergovernmental agreement and taxing district resolutions. All attachments must be 8-1/2" x 11", excluding maps. The format of this application may be reproduced and completed in an expanded form provided the final application is presented in bound form or loose leaf notebook. All pages must be numbered in sequence and attachments labeled.

**PART B: DESCRIPTIVE INFORMATION**

1. Total area of the existing enterprise zone: 4.4 square miles
2. Area of the proposed addition: Acres 4,953.60 Square Miles 7.74
3. Population of the proposed addition: 0
4. Is the proposed addition contiguous with the enterprise zone:  
Yes X No

**PART C. PURPOSE OF AMENDMENT**

*Explain why the amendment is being requested.*

The amendment is being requested to extend the Bloomington/Normal/McLean County Enterprise Zone in order to include land in unincorporated McLean County that presents an economic opportunity that will bring new investments and job opportunities to the area.

Horizon Wind Energy, LLC ("Horizon") has brought forth a wind energy development proposal that would require expansion of the existing zone boundaries. Horizon's proposal to develop the Arrowsmith Wind Farm (the "Arrowsmith Project") contemplates the construction of a 540 megawatt wind powered electrical generation facility located in unincorporated McLean County near the municipalities of Ellsworth, Arrowsmith and Saybrook. Horizon has conducted extensive testing to determine the feasibility of such a facility and has sought and received unanimous approval from McLean County for a Special Use Permit. Horizon also has conducted extensive environmental and engineering studies as part of the zoning application.

The Arrowsmith Project would inject an important economic stimulus to the surrounding area, including the City of Bloomington, the Town of Normal and McLean County. Horizon's development of the Arrowsmith Project would benefit from the extension of enterprise zone benefits through the requested boundary expansion. The Arrowsmith Project involves a substantial investment of approximately \$600 million and will result in the creation of approximately 225 to 245 jobs. The Arrowsmith Project and the benefits it would generate for Bloomington, Normal and McLean County are described in more detail in Part D of this application.

**PART D. ELIGIBILITY CRITERION**

- 1. Describe and document the specific development commitment (s) that will occur within the two year period following the proposed boundary change. Such information must include: project scope; estimated cost of the project; timeline for completing project milestones; project start and completion dates; construction plans or schematics; construction permit data; and, evidence of financial commitment from financial institutions and/or local, state or federal government. Indicate the name of the business(es), the Federal Employers' Identification Number (FEIN) for each project, the Illinois Business Tax (IBT) Number for each project, the address(es) of the proposed project(s), a contact person for each project, the product or service provided and current employment. Project documentation is to be provided or certified by the business(es) involved.*

**Project Scope**

*Horizon Wind Energy*

The Arrowsmith Project will be jointly developed and operated by Horizon Wind Energy LLC and its two wholly owned subsidiaries, High Trail Wind Farm LLC and Old Trail Wind Farm LLC.

High Trail and Old Trail are special purpose entities created for the Arrowsmith Project. Horizon will act as the Project coordinator and provide contact personnel for communication with the local and state authorities.

Horizon was formerly known as Zilkha Renewable Energy LLC. Horizon was recently acquired by Goldman Sachs Group, Inc, the New York based financial firm. Goldman Sachs provides a stable source of equity funding and financial expertise to Horizon.

Horizon is a leader in the development of wind generation facilities in North America. The company has developed or is in the process of developing facilities in Illinois, California, Iowa, Kansas, Maine, Minnesota, New York, Oklahoma, Oregon, Pennsylvania, Washington, Wisconsin and Costa Rica. Horizon's management team also brings experience from the traditional power generation industries.

*The Importance of Wind Energy*

The development of clean and renewable sources of energy is a clear priority for the United States energy market. Governor Rod Blagojevich of Illinois has expressed his interest in promoting the development of wind energy in Illinois, setting a goal of reaching 8% of total utility purchases from renewable sources by 2012 (Illinois Renewable Energy Portfolio Standard). As Governor Blagojevich has stated: "Boosting our use of clean, renewable, homegrown energy will put Illinois on a path toward greater energy security." Recent events have only highlighted the need for the United States—and Illinois—to develop alternatives to the use of fossil fuels in order to promote energy security for all citizens.

*The Wind Farm Development Process and the Importance of Enterprise Zone Benefits*

The site selection process for wind farm development is competitive and cost driven due to the massive up-front investment required to build a facility. The first step is obviously finding a location with sufficient and sustained winds to make the operation of a wind farm viable. The Bloomington Moraine is among the better locations in the United States for development of a wind farm. The financial aspects of wind farm development also require

## Draft

local utilities that are willing to purchase the power generated and that have transmission lines within a reasonable distance from a project site for connecting to the power grid. Horizon is in advanced negotiations with various utilities for power purchase agreements.

The costs related to construction also factor in the location decision. Horizon is looking to the various tax and other incentives offered within enterprise zones in Illinois, particularly the sales tax exemption related to enterprise zones, to ensure that the Arrowsmith Project can be competitive with sites in other states and other types of power generation. Many other states treat the generation of electricity as a manufacturing activity and exempt from sales taxes the machinery and equipment used in the generation of power under a manufacturing exemption. Additionally, a large percentage of the natural gas and coal fired electrical generation facilities in Illinois are located in enterprise zones and have received the benefit of the building materials sales tax exemption to develop or expand these facilities.

### *The Development of Horizon's Arrowsmith Project and the Expansion of the Bloomington/Normal/McLean County Enterprise Zone*

The Arrowsmith Project involves the development of a completely new wind farm facility capable of generating up to 540 megawatts of electricity through the construction of up to 275 wind turbines located on farmland in unincorporated McLean County near the municipalities of Ellsworth, Arrowsmith and Saybrook.

Horizon has negotiated lease options for the necessary land to construct and operate the facility and has received approval from McLean County for a special use permit for the Arrowsmith Project. Horizon's special use permit application contains extensive engineering and environmental studies outlining the feasibility of the Arrowsmith project as well as the minimal environmental impact, along with detailed plans and specifications of the machinery and equipment to be used. The special use permit is available at the following Web page: <http://www.horizonwind.com/whatweredoing.asp?id=48>. An electric version of the document is available upon request.

Horizon's plan for the Arrowsmith Project calls for construction to be conducted in two phases, with Phase I to be constructed in 2006 and Phase II in 2007. (Each phase typically requires nine months to complete.) The Project Site Plan in the Attachment at Tab 8 of this application shows the planned location of the wind turbines. In some cases, slight adjustments to the exact location of the wind turbines may be required during the construction phase. For this reason, Horizon is requesting that the enterprise zone be expanded to accommodate a corridor large enough to encompass any adjustments that may need to be made with respect to the location of wind turbines. This would reduce the administrative burden of having to undertake future enterprise zone boundary expansions.

The amount of additional territory requested for the enterprise zone is approximately 4,953.60 acres. Such additional territory may be included in the enterprise zone without exceeding the maximum zone size set forth in the Illinois Enterprise Zone Act. During construction, approximately 1,500 to 2,000 acres will be removed from farming production in order to build or improve the public and private road infrastructure and to access and construct the equipment. Once the Arrowsmith Project is completed, it will have a footprint of approximately 150 to 200 acres, with the remaining land reverting to its pre-construction use.

Please note that Horizon plans to request the de-certification of excess territory within the enterprise zone at the completion of each phase of the Arrowsmith Project. This will allow for the enterprise zone to increase its capacity for future development projects it may wish to pursue in 2007 and 2008.



**Estimated Cost of the Project**

Horizon is planning to spend approximately \$600 million to construct and develop the Arrowsmith Project.

**Timeline for Completing Project Milestones**

The Arrowsmith Project will be completed in two phases, with the initial phase currently scheduled to be completed by the end of 2006 and the second phase currently scheduled to be completed by the end of 2007.

**Project Start and Completion Dates**

Construction of the Arrowsmith Project currently is scheduled to begin during the Spring of 2006 and currently is scheduled to be completed by the end of 2007.

**Construction Plans or Schematics**

See the Project Site Plan and Photo Simulations of the Arrowsmith Project in the Attachment at Tab 8.

**Construction Permit Data**

The construction permitting process for the Arrowsmith Project has not yet commenced. Therefore, construction permit data is not currently available, but will be available for review when the construction permitting process commences in early 2006.

**Financial Commitment From Institutions or Government Agencies**

The financing for the Arrowsmith Project will consist of a combination of equity and debt. The equity will be contributed by Horizon's parent, Goldman Sachs Group, Inc., and the debt will likely be placed by various financial institutions.

**Federal Employers' Identification Number**

Horizon Wind Energy LLC #75 275 7863  
High Trail Wind Farm LLC #94 342 4017  
Old Trail Wind Farm LLC #45 051 3799

**Illinois Business Tax Number**

Horizon Wind Energy LLC #3424-5855

Illinois business tax numbers for High Trail and Old Trail will be obtained when construction of the Arrowsmith Project commences.

**Address of Proposed Project**

Horizon Wind Energy LLC  
Arrowsmith Wind Farm  
716 E. Empire Street, Ste. C  
Bloomington, IL 61701

Draft

Project Contact Person

Bob Crowell  
Director of Business Development  
Horizon Wind Energy LLC  
Arrowsmith Wind Farm  
716 E. Empire Street, Ste. C  
Bloomington, IL 61701  
(309) 829-8211 (Bloomington Office)  
(713) 265-0249 (Houston Office)  
(281) 797-3702 (Mobile Phone)  
bob.crowell@horizonwind.com

2. *Describe how, and the extent to which, the above described project impacts at least one of the following:*

*a. job creation or retention;*

- **Approximately 225 to 245 New Illinois Jobs.** The Arrowsmith Project will create approximately 225 to 245 new jobs in Illinois and specifically within the Bloomington/Normal/McLean County area, as follows:
  - **Approximately 90-100 Construction Jobs During Each of the Two Phases of Construction.** The construction of the Arrowsmith Project will be conducted in two phases. During each phase, Horizon anticipates that it will be necessary to employ approximately 90-100 full time equivalent construction workers and engineering professionals. The construction jobs which will be budgeted in accordance with local prevailing wage rules.
  - **Up to 45 Operation and Maintenance Jobs.** Horizon anticipates hiring up to 45 permanent full-time employees for the operation and maintenance of the Arrowsmith Project.
- **Other Indirect Job Creation and Retention Benefits.** The Arrowsmith Project is expected to have a ripple effect on the local economy, with local businesses benefiting from the construction and operation of the Arrowsmith Project, as well as the tourism that can be generated by the Arrowsmith Project. This has the potential to result in the creation of new jobs and the retention of existing jobs as local businesses benefit from the economic stimulus generated by the Arrowsmith Project.

*b. removal or correction of an impediment to economic development that exists in the established zone (describe the obstacle to economic activity and indicate the cause, nature, extent and how the obstacle is impacting economic development); or,*

- **Renewable Energy for Energy Security.** Illinois and the entire United States are in need of energy security. Without affordable energy, not only economic development, but economic security, is at risk. This has been demonstrated by the recent economic consequences of the nation's reliance on fossil fuels (such as natural gas). Clean, renewable energy, such as the wind power that would be produced by Horizon's Arrowsmith Project, has the ability to promote energy security, which, in turn, will promote economic security and economic development both within the Bloomington/Normal/McLean Enterprise Zone and within the rest of Illinois and the United States.
- **Predictable Prices for Power Generation.** The recent large price increases in the cost of natural gas are affecting but the national economy and the local economy in

## Draft

the Bloomington/Normal/McLean County area. Wind energy, such as that developed from the Arrowsmith Project, provides benefits to energy companies and their retail customers as it allows energy companies to purchase power from wind farms at predictable long-term prices that are not subject to fluctuation in the same manner as energy sources such as natural gas.

- **Protecting Rural Landscape to Promote Rural and Urban Development.** One of the impediments to economic development in municipalities such as Bloomington and Normal is urban sprawl. The construction of the Arrowsmith Project will limit urban sprawl in the area of the project site and, by doing so, will protect rural agricultural land and have the potential to promote urban economic development in Bloomington/Normal.
  - **Clean Electricity for Industrial Development.** Industrial development in the area is often impeded by a lack of clean electrical power, given concerns regarding the environmental effects of certain forms of electricity. By providing an additional source of clean electricity in the region, the Arrowsmith Project will promote additional industrial development in the area.
  - **Transportation Infrastructure for Economic Development.** The lack of transportation infrastructure in the area impedes economic development. Various road improvements will be constructed in connection with the Arrowsmith Project, which will increase transportation capacity and promote economic development.
- c. stimulation of neighborhood residential or commercial revitalization.*
- **Lease Payments to Local Farmers.** The Arrowsmith Project will generate important economic benefits for local farmers since Horizon will make approximately \$1.2 million in annual lease payments to local farmers for the use of their land while only minimally affecting the existing number of acres used in farm production.
  - **Indirect Economic Benefits for Local Business.** The Arrowsmith Project is expected to stimulate economic activity that will create an indirect economic benefit to local businesses, including those in the commercial sector. Economic activity at local businesses is expected to be generated by the workers at the project site, as well as business and other visitors to the project site, both during construction and during the long-term operations of the Arrowsmith Project.
  - **Potential to Generate Tourism Revenue.** The Arrowsmith Project has the potential to attract tourists to the region to see the over 200 wind turbine generators that will be erected in McLean County. This has the potential to stimulate commercial activity and generate economic benefits for local businesses.

**PART E. DEVELOPMENT GOALS AND OBJECTIVES**

*Describe how the proposed boundary change meets specific objectives of the local enterprise zone program and plan.*

When the City of Bloomington, the Town of Normal and the County of McLean adopted the ordinances authorizing the Bloomington/Normal/McLean County Enterprise Zone, the City, the Town and the County noted that the "State of Illinois Enterprise Zone Act encourages local governmental participation in the promotion of private sector investment in economically depressed areas throughout the State". The City and the Town found that "a large number of residents in the Bloomington-Normal area have experienced pervasive poverty and economic distress." The County made the same finding with respect to the unincorporated area of McLean County. The Bloomington/Normal/McLean County Enterprise Zone has sought to promote private sector economic development in order to promote economic benefits for the residents of the Bloomington/Normal/McLean County area.

The proposed boundary change is consistent with the objectives of the Bloomington/Normal/McLean County Enterprise Zone as described above. The boundary change is necessary in order to include within the Bloomington/Normal/McLean County Enterprise Zone, Horizon's \$600 million Arrowsmith Project and the approximately 225 to 245 jobs that would come with it. The expansion of the enterprise zone boundaries would facilitate the development of the Arrowsmith Project. The Arrowsmith Project has the potential to create significant direct and indirect economic benefits for the area, which is consistent with the purposes of the Bloomington/Normal/McLean County Enterprise Zone. In addition to the investment within the area to be undertaken by Horizon and the construction and operations jobs to be created by Horizon, the Arrowsmith Project is expected to generate indirect economic benefits for other businesses in the region through the economic activity generated by the construction and operation of the Arrowsmith Project.

**PART F. COMMUNITY SUPPORT**

*Describe the input, assistance, resources and commitments which public and private sector entities provided in the development of this application or will provide in the implementation of the plan. Letters from individuals, business, labor, community or other groups in support of this application may be attached. However, letters of commitment in support of activities (e.g., technical assistance, financial assistance, business management information, jobs, job training and other appropriate types of assistance or actions) which will help to accomplish the proposed enterprise zone objectives are of greater significance.*

Horizon has demonstrated its commitment to accomplishing the goals of this requested enterprise zone boundary expansion by providing input in the development of this application and by demonstrating the details of its intended plans during the special use permitting process. As reflected in this application, Horizon has detailed plans for the development of the Arrowsmith Project that demonstrate its commitment to the Bloomington/Normal/McLean County area and the expansion of the Bloomington/Normal/McLean County Enterprise Zone.

In addition, Horizon's Arrowsmith Project is receiving support from a broad cross-section of interested parties in the Bloomington/Normal/McLean County area. The City of Bloomington, the Town of Normal and the County of McLean plan to work closely with Horizon with respect to the implementation of enterprise zone benefits within the expanded territory covering the Arrowsmith Project. In addition, the business community in the Bloomington/Normal/McLean

**Draft**

County area strongly supports the Arrowsmith Project as demonstrated by the attached letter of support from the McLean County Chamber of Commerce. See Attachment at Tab 10 for more information.

**PART G. DEPARTMENT OF AGRICULTURE APPROVAL**

*Please complete the attached Agricultural Site Review Information sheet and send it in to the Department of Agriculture, prior to submitting this application in to the Department of Commerce and Economic Opportunity. This form can also be found at the following website: [www.agr.state.il.us/pdf/agrsitereview.pdf](http://www.agr.state.il.us/pdf/agrsitereview.pdf). Completed forms should be sent/faxed to the address listed on page one of the form. Submit a copy of the Department of Agriculture approval letter for the proposed projects in with this application.*

The Agricultural Site Review Information Sheet was submitted to the Department of Agriculture by the City, the Town and the County on \_\_\_\_\_. [The approval letter was received on \_\_\_\_\_./The approval letter will be submitted to the Department of Commerce and Economic Opportunity when received from the Department of Agriculture.]

See Attachment at Tab 11 for Agricultural Site Review Information Sheet [and approval letter].

**PART H. APPLICANT CERTIFICATION**

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, data and other information in this application are true and correct, and this document has been authorized by the governing body of the applicant.

CERTIFYING REPRESENTATIVE:  
(To be signed by the Chief Elected Official or Designee)

City of Bloomington  
Designating Unit of Government

Steve Stockton  
Chief Elected Official or Designee

\_\_\_\_\_  
Date

Mayor  
Title

CERTIFYING REPRESENTATIVE:  
(To be signed by the Chief Elected Official or Designee)

Town of Normal  
Designating Unit of Government

Chris Koos  
Chief Elected Official or Designee

\_\_\_\_\_  
Date

Mayor  
Title

CERTIFYING REPRESENTATIVE:  
(To be signed by the Chief Elected Official or Designee)

County of McLean  
Designating Unit of Government

Michael F. Sweeney  
Chief Elected Official or Designee

\_\_\_\_\_  
Date

County Board Chairman  
Title

**LIST OF ATTACHMENTS**

1. Bloomington/Normal/McLean County Enterprise Zone Notice of Public Hearing
2. Transcript of Bloomington/Normal/McLean County Enterprise Zone Public Hearing
3. The original and two certified copies of amending City of Bloomington, Illinois Ordinance No. \_\_\_\_\_ expanding the boundaries of the Bloomington/Normal/McLean County Enterprise Zone
4. The original and two certified copies of amending Town of Normal, Illinois Ordinance No. \_\_\_\_\_ expanding the boundaries of the Bloomington/Normal/McLean County Enterprise Zone
5. The original and two certified copies of amending County of McLean, Illinois Ordinance No. \_\_\_\_\_ expanding the boundaries of the Bloomington/Normal/McLean County Enterprise Zone
6. [A certified copy of the amended Intergovernmental Agreement between the City of Bloomington, the Town of Normal and the County of McLean (if necessary)]
7. A legal description of the proposed area for addition to the Bloomington/Normal/McLean County Enterprise Zone
8. A map of the Bloomington/Normal/McLean County Enterprise Zone that includes the proposed area for addition and its relation to the boundaries of the current Bloomington/Normal/McLean County Enterprise Zone
9. Project Site Plan and Photo Simulations of the Arrowsmith Project
10. Community Support
11. Illinois Department of Agriculture Agricultural Site Review Information Sheet [and Department of Agriculture approval letter (if received by time of submission of application)]

## AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This Amendment is entered into by and between the City of Bloomington, a municipal corporation, the Town of Normal, a municipal corporation and the County of McLean, a body politic and incorporate, pursuant to the authority granted under Article VII, Section 10 of the Illinois Constitution and State law.

WHEREAS, the parties entered into an Intergovernmental Agreement in December 1984, for the purpose of creating and operating an Enterprise Zone within the jurisdiction of said parties pursuant to Illinois law; and

WHEREAS, the parties agreed in Section Five of said Intergovernmental Agreement to appoint collectively one administrator to administer the Enterprise Zone; and

WHEREAS, the parties have appointed the Director of the Economic Development Council of the Bloomington-Normal Area as administrator; and

WHEREAS, the parties have received a request from Horizon Wind Energy Company for the amendment of the Bloomington-Normal McLean County Enterprise Zone in order to include the area of their proposed development; and

WHEREAS, the parties will incur considerable time and costs in amending the Enterprise Zone and securing certification from the State of Illinois of such amendment; and

WHEREAS, the parties desire to implement an Enterprise Zone certification fee; and

WHEREAS, such fee is not prohibited by law.

NOW, THEREFORE, BE IT AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Enterprise Zone Administrator is hereby authorized and directed to collect a certification fee from any applicant for construction or renovation in the Enterprise Zone in order to be certified as eligible for Enterprise Zone benefits. Such certification fee shall (unless other arrangements are made with the Zone Administrator) accompany Enterprise Zone application forms as developed by the administrator and shall be 1 per cent of construction and/or renovation costs determined at the time of certification of the project by the Enterprise Zone Administrator, provided, however, no fee shall exceed \$250,000.



2. That the certification fee collected by the Zone Administrator shall be disbursed as follows: 100 per cent to the Economic Development Council of the Bloomington-Normal Area.

3. That the original Intergovernmental Agreement executed between the parties for designation and operation of the Enterprise Zone shall remain in full force and effect, as amended, by this Agreement. A copy of said original Intergovernmental Agreement is marked Exhibit "1", attached hereto and incorporated herein by reference.

City of Bloomington  
a Municipal Corporation

By Steph S. H.  
Mayor

Attest:

Danny C. D.  
City Clerk

Date: 11/15/05

Town of Normal  
a Municipal Corporation

By Christopher Kos  
Mayor

Attest:

Wendell J. B.  
City Clerk

Date: 11-14-05

County of McLean  
a Body Politic and Corporate

By [Signature]  
County Board Chairman

Attest:

[Signature]  
County Clerk

Date: 11-15-05

Members Sorensen/Ahart moved the County Board approve Requests for Approval of an Ordinance Amending "An Ordinance Describing and Designating an Area Located Partially Within the City of Bloomington, the Town of Normal and Unincorporated McLean County as an Enterprise Zone" (amends expiration date); an Ordinance Amending "An Ordinance Describing and Designating an Area Located Partially Within the City of Bloomington, the Town of Normal and Unincorporated McLean County as an Enterprise Zone" (amends zone boundary); of Illinois Enterprise Zone Program Application to Add Territory to Bloomington/Normal/McLean County Enterprise Zone; and of an Amendment to the Intergovernmental Agreement between the City of Bloomington, the Town of Normal, and the County of McLean for the Purpose of Creating and Operating an Enterprise Zone. Member Gordon stated that at the Executive Committee meeting he voiced some reservation that he had about amending the zone boundaries. He said he was not opposed and will support it but that he did agree with the editorial position taken by the Pantagraph of earlier this week. Member Gordon stated that he thinks that it is appropriate to give some thought to contacting State Legislators, maybe making it a part of the County Legislative Program, because the limitations imposed by the State of one enterprise zone per County creates difficulties when there is the kind of situation they have here. Member Gordon continued that while the solution is legal and legitimate, there is something to be said for running the idea past the State legislature in one form or another to increase the possibility for creating a second Enterprise Zone in a County. Member Gordon stated that he wanted to make it known that the way the Board is doing this is necessary and okay, but that he would like to see some other way where they wouldn't have to start threading a needle through the County. He continued that this is the way the Board has to do it and he supports it, but I hope Members of the Board consider this for future reflection and legislative action during Legislative sessions. Member Renner stated that there is a funny-looking shape to this district but the Board isn't doing it for partisan or political gerrymandering. He continued that they were doing this for the broader good of the community, for the broader economic development of the community, and, given the limitations in the law and that McLean County is the largest County physically in the State of Illinois, McLean County is the most disadvantaged by that law. Member Renner indicated that it would absolutely behoove the board to try to do what we can to get Springfield to do something logical and allow McLean County to expand this boundary. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated that the General Report and minutes from other meetings could be found on pages 392-412.

PROPERTY COMMITTEE:

Member Selzer, Vice-Chairman, presented the following:

Janitorial & Paper Bids for 2006 Vendors List

Kaeb Sanitary Clint Kaeb 1-309-829-3011

Dust Mop Head - 3 1/2" trim, 24" spread  
fits a 3" frame

#JSM 1024 7.25 EA.

Dust Mop Head - 3 1/2" trim, 36" spread  
fits a 36" frame

#JSM 1036 8.25 EA

Scrubbing Sponges - scrubbing pad on  
one side & sponge on the other

#JSP74 .#74 12.560

Pipe Opener - "Drain Solve"

36.60 cs.

Floor Wax - "Dual"

49.52 5 gal. pl.

Floor Stripper - "Dyn-A-Mec"

44.86 5gal. pl

Floor Cleaner & Restorer - Restore

42.50 4gal cs

20x13x39 Liners -

PCCXB 23.23 CS

23X17X46 Liners -

PCTGG46X 25.50 CS

Toilet Tissue - JRT.Jr. Scott  
roll tissue

PP1220 22.00 CS.

6" Plates - styrofoam

THI-006 18.69 cs.

9" Plates - styrofoam

THI - 009 18.69 CS.

5 Oz Bowls -

PPTHI-004 20.25 CS.

12Oz Bowls -

PPTHI-0012 21.06 CS.

Spoons - Med weight

PPSPOON 9.16 CS.

Gloves - non-latex med. Disposable  
FDA APPROVED

JSE226M 26.63 CS.

8 Oz Cups - styrofoam

PP8J8SC 13.79 CS.

---

### Sunrise Supply Brad Legner 1-309-698-7028

Snuggle Fabric Softner -

DRC297953 27.75 2/GAL-PL.

Dust Mop Treatment -

ClaireRFB415051 27.44 CS.

Antimicrobial Lotion Soap -

GoJo RLS44400 32.94 CS

Brillo Pads - hotel size

FUBSP 27.75 CS.

Window Squeegees -

UNGC45 6.44 EA.

Fly Spray -

CPG5102 40.73 CS.

22X16X58 Liners

mobile tuff tote, extra heavy

20,31 cs.

15x9x23 Liners -

HERH4823RB 13.31 CS.

1 Ply Napkins - 13x13, quarter fold

CLT37000 36.19 CS.

1 Ply Napkins - 8x13.5 dispenser

CAS52569 31.19 CS.

Straws -

DIPOFW25-4M 75.75 CS

Wax Sandwich Bags -

FIS514 95.63 CS.

Forks - med weight

PLR70083 22.06 CS.

Knives - med weight

PLR70081 22.06 CS

6"X5" Cling Film -	ANACC88	15.21 RL.
18"X2000" Cling.Film -	ANCPW182	17.15 RL.
.18"x1000" Aluminum Foil - heavy duty	ANCPW18R	14.15 RL.
.1 Oz Cups: plastic graduated, medical	SLOP101	91.75 Cs.
3/4 OZ Cups --paper soufflé	SWHOO	31.13 CS.

---

**Central Supply Tom Wells 1-309-828-5081**

Folding Wet Floor Sign - 37" 4 sided	ALM	14.50 EA.
Drain Plungers - -		2.95 ea.
Stainless Steel Polish -		29.00 cs.
Lambs-Wool Duster -		2.00 ea.
Floor Sealer -	Hil-tex	39.50/ 5gal pl.
9 1/2x9 1/2-Multifold Bleached Towel	PAP10130	16.95 CS.
Paper Towels 9"x600" to fit M-Tork dispenser 2 ply towel	B.W.	23.50 CS.

---

**Hundman Lumber Ora Burke 1-309-662-0339**

Dust Pan -		1.39 ea.
Mop Bucket with Casters		Impact white mop Co. 29.97 Ea..
Tampax -		53.99 cs

Handsoap Refills Lotion Soap	Derma Brand 25.96 ea.
Handsoap dispenser free with handsoap see above	
Snow Shovels - 25" Wide	19.99 ea.
Sidewalk Scraper - carbon steel blade	11.49 ea.
1Ply Toilet Tissue -	Blue Mist 40% recyclable 40.99 cs.
Spray Bottles: 24oz. Size	.38 Ea.
Spray Triggers : to fit 24 oz size	.36 Ea.
7Oz Cups -	Sweetheart R7N3 59.99 CS.

---

**AmSam Supply Jim Berlett 1-800-322-5344**

54" wet mop handle - is made from ultra polymer material-immune to corrosion	RM H115 7.50 EA.
Sanitary Napkins - as in kotex brand	Hospital-Specialty MT4 30.90 CS.
Toilet Bowl Swabs -	.52 ea.
Synthetic Scouring Pads - 6"x9" #96	Renown #96 5.64 cs.
Scouring Powder -	Bleach Cleasner 13.50 cs.
Paper Towel - brown flat single fold	BW470 14.00 CS
Paper Towels - per embossed roll., 9'x375 as Scott #111-4 to fit dispenser	BW462 19.60 CS.

2Ply Toilet Tissue -

BW540 32.35 CS.

Facial Tissue - k.c.

k.c.21606 35.06 cs.

---

## Millers Supply Daryl Miller 1-309-452-8396

Polypropylene Broom - housekeeping model

4.20 ea.

20 Oz Mop Head - cotton absorbent, 8-ply  
taped bound 2" from yarn tip end

silky short 26oz 107.30 cs.

24oz Rayon Mop Head - as In. Seco

king fish 63.21 cs

Air-Freshner, Lemon Scent

Spartan 59.96 4/1gal.

20Oz Buffing Pad - for high speed buffing

ETC 17.25 CS

17" Stripping Pads - black

ETC 11.21 CS

20" Stripping Pads - black

ETC 14.79 CS.

Ice Melt: calcium chloride, fast acting.  
no residue, safe will not harm concrete  
or grass 100# containers.

50#containers 11.80 a bag

---

## Springfield Electric Rick Epley 1-309-663-5331

100W Lamp - 130V

.29 Ea.

150W Lamp - Par38:

3.33 Ea.

40W Lamp - Fluorescent C.W./F40 C.W.

.94 Ea.

40w Lamp - U-Bend C.W. / FB40C.W.

4.95 Ea.

75W Lamp - 130V :

.56 Ea.

75W Lamp - Fluorescent F96T12C.W.

2.44 Ea.

F48T12 / C.W. / HO

2.80Ea.

R65 FL :

1.09 Ea.

75W Lamp Fluorescent F96T12 / C.W. HO :

3.06 Ea.

7W Flourescent Tube # F7TT / 27K

1.78 EA.

Members Selzer/Cavallini moved the County Board approve a Request for Approval of Janitorial and Paper Supply Bids for 2006 Vendor List – Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.

2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Nineteen Thousand Six Hundred Five Dollars (\$19,605.00) per year for booking services. The City will pay this

fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,633.75 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2006 through December 31, 2006. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

\_\_\_\_\_  
Steve Stockton, Mayor  
City of Bloomington

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Tracy Covert, City Clerk  
City of Bloomington

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Roger Aiken, Chief of Police  
City of Bloomington

\_\_\_\_\_  
David Owens, Sheriff of  
McLean County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF McLEAN AND THE TOWN OF NORMAL**

WHEREAS, the Town of Normal has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.

2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The Town will pay the County at an annual rate of Nineteen Thousand Six Hundred Five Dollars (\$19,605.00) per year for booking services. The Town will pay this

fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,633.75 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2006 through December 31, 2006. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

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

Date: \_\_\_\_\_

APPROVED:

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Wendellyn Briggs, Town Clerk  
Town of Normal

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Kent Crutcher, Chief of Police  
Town of Normal

Date: \_\_\_\_\_

\_\_\_\_\_  
David G. Owens, Sheriff of  
McLean County

Date: \_\_\_\_\_

Members Renner/Owens moved the County Board approve Requests for Approval of Intergovernmental Agreements between the County of McLean and the City of Bloomington and the County of McLean and the Town of Normal for Booking Services – Sheriff's Department. Member Hoselton stated he was curious about Bloomington and Normal having the same fee structure where ISU is roughly half. He asked if there is a big differential between the City of Bloomington and Normal. Member Renner indicated that it is but he wasn't certain of the exact numbers. Member Renner continued that he believed, in terms of the number of bookings that are received from the City of Bloomington as opposed to the Town of Normal, that it was double. Member Hoselton stated that either the Board is too cheap in Bloomington or Normal is very understanding but he believed the Board is too cheap with Bloomington. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

## INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF McLEAN AND ILLINOIS STATE UNIVERSITY

WHEREAS, Illinois State University has requested that the County of McLean provide booking services and the County of McLean has booking facilities available; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.

2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individual taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. Illinois State University shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the Illinois State University Police. This responsibility shall include the cost of any medical care administered during the booking process. To the extent permitted under State and Federal law, the County will indemnify and hold the University harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for Illinois State University pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. The County of McLean does not waive its protection under the Local Governmental and Governmental Employees Tort Immunity Act.

4. To the extent permitted under State and Federal law, Illinois State University will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by Illinois State University, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. Illinois State University does not waive its sovereign immunities.

5. Illinois State University will pay the County a flat annual fee of Nine Hundred Eighty Dollars (\$980.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Amounts due hereunder shall be paid at the time of execution of the contract.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid: Illinois State University may terminate this agreement by giving the County six (6) months written notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2006 through December 31, 2006. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

**APPROVED:**

**ILLINOIS STATE UNIVERSITY**

**APPROVED:**

**COUNTY OF McLEAN**

\_\_\_\_\_  
Stephen M. Bragg, Vice President  
for Finance and Planning

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Ronald D. Swan, Chief of Police  
Illinois State University

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
David G. Owens, Sheriff of  
McLean County

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
General Counsel  
Illinois State University

Date: \_\_\_\_\_

\_\_\_\_\_  
Eric T. Ruud, First Assistant  
McLean County State's Attorney

Date: \_\_\_\_\_

Members Renner/O'Connor moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the County of McLean and Illinois State University for Booking Services – Sheriff's Department. Clerk Milton shows all Members present, except Member Nuckolls, voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**AMENDMENT TO THE**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
COUNTY OF McLEAN, THE McLEAN COUNTY SHERIFF AND  
THE BLOOMINGTON-NORMAL AIRPORT AUTHORITY**

WHEREAS, an Intergovernmental Agreement was entered into by and between the parties on June 21, 2005; and

WHEREAS, Paragraph 8 of the Agreement provides that additional full-time Sheriff's Deputies may be added to the security detail at the Central Illinois Regional Airport by mutual agreement of the parties, subject to the approval of an amendment to this Agreement, adequate personnel availability and adequate funding for reimbursement; and

WHEREAS, the parties hereto desire to add one (1) additional full-time Sheriff's Deputy to the security detail at the Central Illinois Regional Airport; and

WHEREAS, the parties hereto have determined that adequate personnel and funding for reimbursement are available; now, therefore

IT IS AGREED by the parties as follows:

1. That Paragraph 1 of the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority be amended to read:

That the Sheriff shall provide the Airport with the services of two full-time Sheriff's Deputies to provide general security at the Central Illinois Regional Airport for eighty (80) hours per week based upon a schedule to be mutually agreed upon by the Sheriff and the Airport. Additional days and hours shall also be subject to mutual agreement.

2. That Paragraph 2 of the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority be amended to read:

That the Airport acknowledges that such full-time Sheriff's Deputies shall be considered on duty and subject to the direction and control of the Sheriff.

3. That Paragraph 3 of the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority be amended to read:

That the Airport agrees to reimburse the County an amount equivalent to the salary, benefits and related personnel costs for two (2) full-time Sheriff's Deputies from funds provided to the Airport by the Federal Transportation Security Administration (the "TSA") so long as such reimbursement does not exceed the maximum amount allowed for sixteen (16) hours a day for seven (7) days per week.

4. That Paragraph 5 of the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority be amended to read:

That the parties acknowledge that on occasion, the Sheriff's Deputies may be unable to provide service due to a personnel shortage, an emergency situation or exigent circumstances. The Sheriff agrees to notify the Airport in advance, whenever possible, or within a reasonable period of time should such a situation arise and will not bill the Airport for any hours or services that were not provided.

5. That the effective dates of this amended Agreement shall be from January 1, 2006 through and including December 31, 2008.

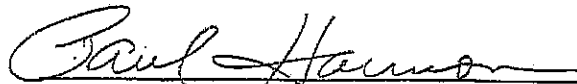
6. With the exception of the amendments set forth herein, the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority entered into on June 21, 2005 shall remain the same and continue to be in full force and effect.

Signed this 21<sup>st</sup> day of November, 2005.

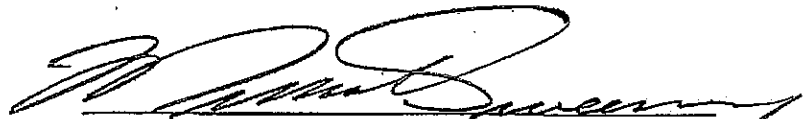
  
\_\_\_\_\_  
McLean County Sheriff



Signed this 10<sup>th</sup> day of November, 2005.

  
Bloomington-Normal Airport Authority

Signed this 15<sup>th</sup> day of November, 2005.

  
Chairman, McLean County Board

Attested this 15<sup>th</sup> day of November, 2005.

  
Clerk of the McLean County Board

Members Renner/Berglund moved the County Board approve a Request for Approval of an Amendment to the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff and the Bloomington-Normal Airport Authority – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2005  
Combined Annual Appropriation and Budget Ordinance  
Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 16, 2004, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department obtained grant funds from the Illinois Criminal Justice Information Authority in the amount of \$17,008.00 to purchase an upgraded LiveScan Identification Machine for the Jail; and

WHEREAS, the grant from the Illinois Criminal Justice Information Authority requires a 25 percent local match in the amount of \$5,670.00, which the Sheriff has identified from existing funds within the current Fiscal Year 2005 budget for the Sheriff's Department; and

WHEREAS, the Justice Committee, at a special meeting on Tuesday approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain grant funds; now therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following revenue:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Sheriff's Office-LiveScan 0001-0029-0031-0407.0140	\$ 0.00	\$ 17,008.00	\$ 17,008.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following appropriation:


Sheriff's Office-Equip. Mnt. 0001-0029-0031-0750.0001	\$ 0.00	\$ 158.00	\$ 158.00
Sheriff's Office-Computer Equip. 0001-0029-0031-0833.0002	\$ 0.00	\$ 253.00	\$ 253.00
Sheriff's Office-Capitalized Assets 0001-0029-0031-0850.0001	\$ 0.00	<u>\$ 16,597.00</u>	\$ 16,597.00

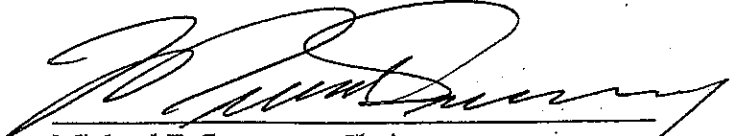
TOTAL

ADOPTED by the County Board of McLean County this

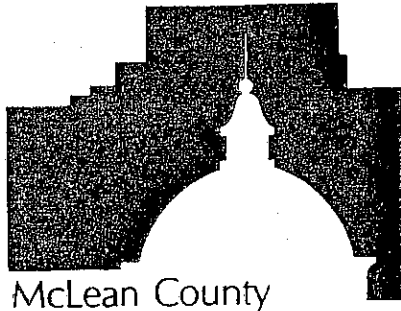
ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

EA\_SHERICIALS\_OCT05



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

October 31, 2005

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff David Owens  
SUBJ: NOVEMBER 7<sup>TH</sup>, 2005 JUSTICE COMMITTEE AGENDA

I would respectfully request that the following eight (8) items be placed on the November 7<sup>th</sup>, 2005 Justice Committee Agenda and two (2) items for Information only.

#### Information

- 1) **2006 Intergovernmental Agreements between the County of McLean and the City of Bloomington, the Town of Normal and Illinois State University for booking services:** These agreements are for booking services provided to the City of Bloomington, the Town of Normal and Illinois State University. The services include the completing of all booking forms, fingerprinting, taking mug shots, bonding, releasing and transferring persons into custody. The 2006 Agreement is the same as previous agreements with the exception of a 3% increase for each department. (See attached)
- 2) **Typewriter Maintenance Agreement:** On October 27, 2005, the following office equipment dealers were contacted with regard to yearly maintenance agreements on five (5) IBM typewriters located in the McLean County Sheriff's Office.

**W M Putnam Co.:** 2625 Commerce Pkwy., Bloomington, IL  
**Office Max:** 1500 Empire St., Bloomington, IL  
**Paxtons Inc:** 207 E. Washington St., Blm., IL

Paxtons Inc. was the only one that would provide us with a maintenance agreement on these typewriters.

- 3) **Jail Kitchen Chemical Bid:** Requests for quotations were sent out to four (4) chemical companies for the Jail Chemicals for 2006. These were sent to Newman-Ullman, Ecolab, Bunn Capitol and Diversy. The only response I received was from Ecolab. The attached table shows the individual prices for each item and quantity of such. It also shows an estimated annual usage and amount based on these figures.

Ecolab has provided both excellent products and service. They are our current provider and they have maintained pricing with an increase for 2006 in only one (1) product, (see attached). I recommend we remain with Ecolab for 2006.

- 4) **Jail Chaplin Contract:** Chaplain Bennett has been the Inmate Chaplain for the past 9 ½ years and continues to do an excellent job in that position. The contract is for one (1) year and will expire on December 31, 2006. The contract is the same as last year, with the exception of a 3.5% increase in salary. (see attached)

- 5) **Regional Office of Education Letter of Understanding:** This Letter of Understanding is for the services of the Regional Office of Education to provide a G.E.D. instructional program for the inmates in the McLean County Detention Facility. There is no increase from 2005.

- 6) **Amendment to the Intergovernmental Agreement between the County of McLean, the McLean County Sheriff and the Bloomington/Normal Airport Authority.**

On June 21, 2005, the McLean County Board approved an agreement between the County of McLean, the McLean County Sheriff and the Bloomington/Normal Airport Authority. This agreement allowed the McLean County Sheriff's office to hire a full-time Sheriff's Deputy, eight (8) hours per day, five (5) days per week, to provide general security at the Central Illinois Regional Airport. Paragraph 8, of the agreement provides that additional full-time Sheriff's Deputies may be added to the security detail at the Central Illinois Regional Airport by mutual agreement of the parties. I am requesting that this agreement be amended to allow for two (2) full-time Sheriff's Deputies to provide security at the Central Illinois Regional Airport. The Airport agrees to reimburse the County an amount equivalent to the salary, benefits and related personnel costs for two (2) full-time Sheriff's Deputies from funds provided to the Airport by the

Tari Renner, Chairman  
Justice Committee  
October 31, 2005  
Page 3

Federal Transportation Security Administration, so long as such reimbursement does not exceed the maximum amount allowed for sixteen (16) hours a day for seven (7) days per week. In addition, I am requesting that the effective date of the amended agreement take effect on January 1, 2006 through and including December 31, 2008.

- 7) **Live Scan – Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, Sheriff Dept. 0029:** On August 16<sup>th</sup>, 2005, the McLean County Board approved a request from the McLean County Sheriff's Department to accept a Grant from the Illinois Criminal Justice Authority, in the amount of \$17,008, to purchase an upgraded Live Scan Identification machine for the jail. This request for an emergency appropriation is necessary to facilitate the purchase of the Live Scan machine.
- 8) **Surveillance System for Law and Justice Center:** At its July meeting, the McLean County Board approved my request to accept an ILEAS Local Law Enforcement Homeland Security Grant in the amount of \$47,622. The money will be used to purchase a camera surveillance system for the Law and Justice Center.

Competitive bids were sent out and eight (8) companies responded, (Please see attached bid list).

I respectfully request that the Justice Committee allow me to accept the bid from D. M. Mattson, Inc. My request is based on the fact that D. M. Mattson, Inc. presented the lowest bid. Since the bid is over the grant total, I have identified \$5100 within my current budget to make up the difference.

#### Information

- 1) **McLean County Detention Facility Population Report:** (Please see attached).
- 2) **Update on Domestic Violence Grant:** The Illinois Criminal Justice Authority has informed us that we could no longer use a deputy's salary as part of our match. We are, therefore, going to have to withdraw our Grant application.

Mr. Tari Renner, Chairman  
Justice Committee  
October 31, 2005  
Page 4

Chief Derick Love and I both plan to attend this meeting and will be prepared to answer any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads "David Owens".

David Owens  
Sheriff

DO:jc

Members Renner/Owens moved the County Board approve a Request for Approval of Emergency Appropriation Ordinance for McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance (for Livescan Identification Machine) – Sheriff's Department 0029. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

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

**I. PURPOSE**

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

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

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

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

**WHEREAS**, The County of Livingston has used all of the detention days provided for in the first contract for the year 2005; and

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

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

**NOW THEREFORE** the County of McLean and The County of Livingston agree as follows:

**II. PARTIES**

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

**III. TERMS**

One hundred Fifty (150) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2006 year then any unused days may be added to the 2006 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$12,000.



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

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

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

#### **IV. BILLING**

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

#### **V. DETAINEES**

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

#### **VI. NOTIFICATION**

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

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

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

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

#### **VII. TRANSPORTATION**

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

### **VIII. MEDICAL AND MENTAL HEALTH CARE**

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

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

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

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

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

### **IX. LIABILITY**

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

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

**X. SEVERABILITY**

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

**XI. SUPERSEDES OTHER AGREEMENTS**

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

**XII. ABIDE BY LAWS**

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

**XIII. AMENDMENT OF AGREEMENT**

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

**XIV. NOTICES**

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

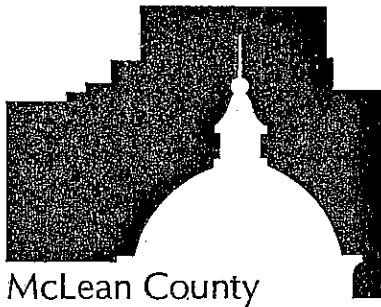
Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

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

**XV. TERMINATION OF AGREEMENT**

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

**XVI. INTERPRETATION OF THIS AGREEMENT**



## COURT SERVICES

Roxanne K. Castleman, Director

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

Adult Division: (309) 888-5360

Fax (309) 888-5434

Room 103


Juvenile Division: (309) 888-5370

Fax (309) 888-5831

Room 601

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: October 31, 2005

RE: Juvenile Detention Bed Space Contract with Livingston County

---

I have attached a contract for lease of space in the McLean County Detention Center, which Livingston County is seeking to enter into. This contract guarantees Livingston County 150 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day.

This contract language has changed as follows: Any unused detention days will be allowed to be carried over to a 2006 contract.

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

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

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

**I. PURPOSE**

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

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

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

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

**WHEREAS**, The County of Woodford has used all of the detention days provided for in the first and second contracts for the year 2005; and

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

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

**NOW THEREFORE** the County of McLean and The County of Woodford agree as follows:

**II. PARTIES**

McLean is the receiving County. Woodford is the transmitting County.

**III. TERMS**

One hundred Fifty (150) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2006 year then any unused days may be added to the 2006 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$12,000.

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

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

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

#### **IV. BILLING**

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

#### **V. DETAINEES**

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

#### **VI. NOTIFICATION**

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

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

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

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any

information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

## **VII. TRANSPORTATION**

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

## **VIII. MEDICAL AND MENTAL HEALTH CARE**

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

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

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

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

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

## **IX. LIABILITY**

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

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County

which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

#### **X. SEVERABILITY**

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

#### **XI. SUPERSEDES OTHER AGREEMENTS**

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

#### **XII. ABIDE BY LAWS**

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

#### **XIII. AMENDMENT OF AGREEMENT**

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

#### **XIV. NOTICES**

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

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

Matthew Noar  
Director of Court Services  
105 E. Court Street  
Eureka, Illinois 61530



**XV. TERMINATION OF AGREEMENT**

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

**XVI. INTERPRETATION OF THIS AGREEMENT**

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

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on November 1, 2005 and shall be terminated on December 31, 2005. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Woodford County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

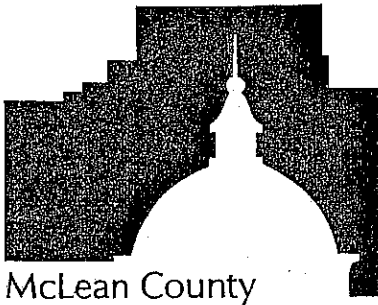
**ATTEST:**

\_\_\_\_\_  
Woodford County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## COURT SERVICES

Roxanne K. Castleman, Director

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

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

# Memo

To: Honorable Members of the Justice Committee  
From: Roxanne K. Castleman *RK*  
CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg  
Date: October 31, 2005  
RE: Juvenile Detention Bed Space Contract with Woodford County

---

I have attached a contract for lease of space in the McLean County Detention Center, which Woodford County is seeking to enter into. This contract guarantees Woodford County 150 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day.

This contract language has changed as follows: Any unused detention days will be allowed to be carried over to a 2006 contract.

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

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

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER  
Contract IV**

**I. PURPOSE**

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

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

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

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

**WHEREAS**, The County of Logan has used all of the detention days provided for in the first, second and third contracts for the year 2005; and

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

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

**NOW THEREFORE** the County of McLean and The County of Logan agree as follows:

**II. PARTIES**

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

**III. TERMS**

One hundred fifty (150) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2006 year then any unused days may be added to the 2006 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$12,000.

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

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

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

#### **IV. BILLING**

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

#### **V. DETAINEES**

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

#### **VI. NOTIFICATION**

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

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

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

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric

evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

## **VII. TRANSPORTATION**

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

## **VIII. MEDICAL AND MENTAL HEALTH CARE**

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

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

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

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

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

## **IX. LIABILITY**

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

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County

Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

#### **X. SEVERABILITY**

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

#### **XI. SUPERSEDES OTHER AGREEMENTS**

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

#### **XII. ABIDE BY LAWS**

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

#### **XIII. AMENDMENT OF AGREEMENT**

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

#### **XIV. NOTICES**

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

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

Dean Aeilts  
Chief Probation Officer  
Logan County Courthouse  
Room 16  
Lincoln, Illinois 62656

**XV. TERMINATION OF AGREEMENT**

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

**XVI. INTERPRETATION OF THIS AGREEMENT**

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

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on November 1, 2005 and shall be terminated on December 31, 2005. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

\_\_\_\_\_  
Logan County Board Chairman

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Logan County Clerk

\_\_\_\_\_  
Date

**APPROVED:**

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

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

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on November 1, 2005 and shall be terminated on December 31, 2005. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Livingston County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Livingston County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Members Renner/Bass moved the County Board approve Requests for Approval of Contracts with Livingston, Woodford, and Logan Counties for Lease of Space in the McLean County Juvenile Detention Center – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Renner, Chairman, presented the following:

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2006, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the McLean County Board, in regular session, this 15<sup>th</sup> day of November 20 05 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.


BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the McLean County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2006, commencing December 1, 2005, and ending November 30, 2006, by hereby appropriating the sum of \$27,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2006.

Passed and adopted by the County Board of McLean County, Illinois, this 15<sup>th</sup> day of November 20 05.

ATTEST:

  
County Clerk

  
Chairman

Members Renner/Cavallini moved the County Board approve a Request for Approval of a Resolution Approving McLean County's Continued Participation with the State of Illinois Appellate Prosecutor's Office – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

## CONTRACT

This Contract, entered into this 17th day of November, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. John L. Wright, Jr. is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$ 4,148.07 per month.

The Special Public Defender agrees to:

1. John L. Wright Jr. shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of eleven (11 ) felony cases per month for 8 months and ten (10) felony cases per month for four (4) months, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with (10) ten or (11)eleven cases in a month, those cases shall be assigned as

soon as practicable in the following month; however, the total number of cases assigned shall not exceed 128 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on November 16, 2005, and terminate on November 16, 2006.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment

Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

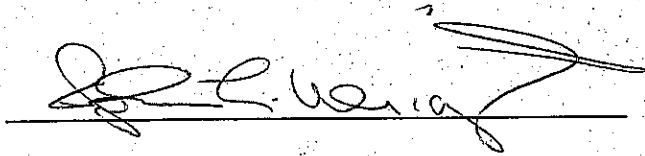
For the Attorney:

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

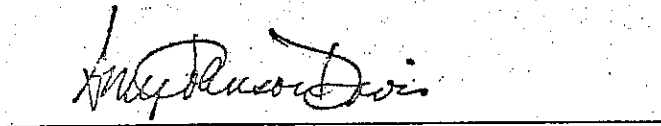
IN WITNESS THEREOF, the parties have affixed their respective signature on the

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

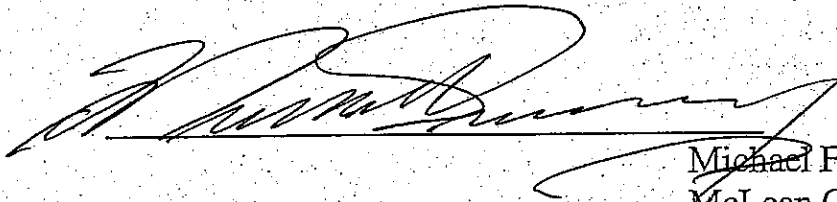
APPROVED:



Attorney at Law

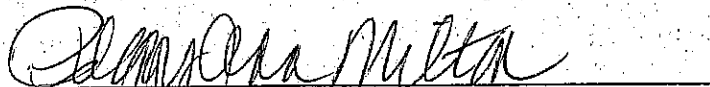


Amy Johnson Davis  
McLean County Public Defender



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

## CONTRACT

This Contract, entered into this 17<sup>th</sup> day of November between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Amy Mobley, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Amy Mobley is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$827.96 per month.

The Special Public Defender agrees to:

1. Amy Mobley shall assist and perform his duties as Special Public Defender in those cases assigned to her by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of two (2) felony cases per month for 8 months and 3 felony cases per month for 4 months, except that no murder cases shall be assigned; and cases assigned shall be limited to class 3 and 4 felonies. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with (2) two or (3) three cases in a month,

those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 28 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on November 16, 2005, and terminate on November 16, 2006.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by



the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis  
Office of the Public Defender  
104 West Front Street, Rm 603  
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

For the Attorney:

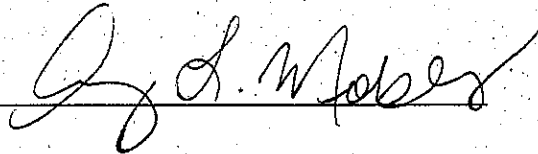
Terry Dodd  
802 N. Clinton St. Suite 1  
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

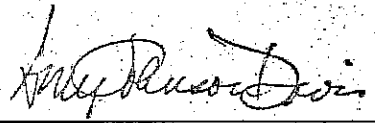
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:



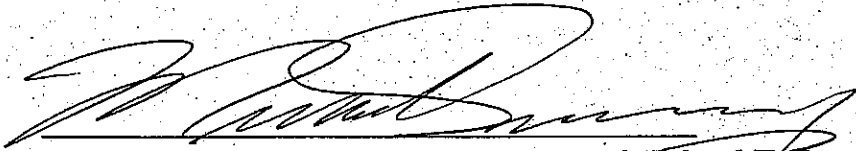
---

Attorney at Law



---

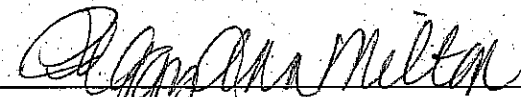
Amy Johnson Davis  
McLean County Public Defender



---

Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



---

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

Members Renner/Ahart moved the County Board approve a Request for Approval of Contract for Special Public Defender – Public Defender’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated that the General Report is on pages 466-491

Chairman Sweeney indicated that at this time, because it is a part of the Justice Committee report, he wanted to discuss the STARCOM21 Radio System – the 800 MHz Motorola system that was put together at the Sheriff’s Department and the rural police departments. Chairman Sweeney stated that it went very, very well after numerous tests. He said that it was a 2 ½ year project and that he wanted to thank the people in the original Ad Hoc Radio Committee that started in January of 2003. Chairman Sweeney stated that Matt Sorensen served as chairman of that Committee and that the other Members of that Committee were Stan Hoselton, Tari Renner, Dave Selzer, and a former Member, Susie Johnson. Chairman Sweeney continued that the Ad Hoc Committee reported to the Board in May of 2003 and from that time on, they had a lot of people helping, not only in McLean County but also in St. Clair County. Chairman Sweeney stated that he wanted to recognize the people that really helped for McLean County like Dan Brady, who was a part of the Legislative Group in Springfield, John Penn from the Laborer’s International Group that was very helpful in the Governor’s office, Bill Brady who helped set up our first meeting in Springfield with the Sheriff, John Zeunik, and the Homeland Security people. Chairman Sweeney stated that Sheriff Owens has been very instrumental in this whole project. For probably four or five years he has been pushing for this system. He continued that they also needed help in Springfield and Mike Stokke, the staff person that works for Speaker of the House, Denny Hastert, helped out a lot in that regard also because they needed people on both sides of the aisle to put this thing together. Chairman Sweeney said that he would also like to thank John Zeunik for all of his hard work and, especially, another person on his staff, Terry Lindberg, that did a lot of yeoman’s work in regards to working with Motorola. Chairman Sweeney said that it was a very difficult time and he would ask what the status was and Mr. Lindberg would just moan, and that is kind of the impression that Chairman Sweeney got for quite awhile but it finally got worked out. Chairman Sweeney stated that the media hasn’t picked this up to a great extent but it is an unbelievable situation in regards to this system. Chairman Sweeney indicated that they tested it out at the Chamber of Commerce meeting at the IWU center and the Sheriff called the County Board Chairman in St. Clair County and the individual that was the St. Clair County 911 coordinator and talked to them and it was so clear that it was like they were in the room talking. He said that it was unbelievably crystal clear. Chairman Sweeney reiterated that most of the people he mentioned were from McLean County and they need to all be thanked because the County wouldn’t be here with a system without them and he thanked them very much.

**LAND USE AND DEVELOPMENT COMMITTEE:**

Member Gordon, Chairman, stated the Land Use and Development Committee had no items for action.

FINANCE COMMITTEE:

Member Sorensen, Chairman, presented the following:

10-05-002

RESOLUTION

S07050045

WHEREAS, The County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean has acquired an interest in the following described real estate:

DANVERS TWP

PERMANENT PARCEL NUMBER: 12-08-102-003

As described in certificate(s): (01)0160 sold November 2002

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

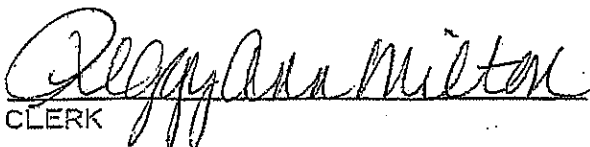
WHEREAS, JOHN A CARLON, has bid \$481.50 for the County's interest such bid has been presented to the Finance Committee, at the same time it has been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$200.50 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the Revolving Account the charges advanced from this account, the Auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording. The remainder being the monies due the Agent under his contract for services. The total paid by Purchaser is \$481.50.

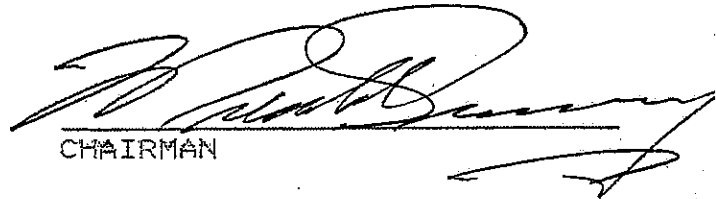
THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$200.50 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 15<sup>th</sup> day of November, 2005.

ATTEST:

  
CLERK

  
CHAIRMAN

WHEREAS, The County of McLean has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean has acquired an interest in the following described real estate:

LEXINGTON TWP

PERMANENT PARCEL NUMBER: 09-07-267-001

As described in certificate(s): (98)245 sold December 1999

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, LAWRENCE A HUNT, has bid \$600.00 for the County's interest such bid has been presented to the Finance Committee, at the same time it has been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$319.00 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the Revolving Account the charges advanced from this account, the Auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$31.00 for recording. The remainder being the monies due the Agent under his contract for services. The total paid by Purchaser is \$600.00.

THEREFORE, Your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF McLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$319.00 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 15<sup>th</sup> day of November, 2005.

ATTEST:

*Bluffton Milton*  
CLERK

*[Signature]*  
CHAIRMAN

Members Sorensen/Harding moved the County Board approve Requests for Approval of Resolutions to Authorize the Chairman of the Board of McLean County to Execute Deeds of Conveyance to John A. Carlon on Parcel #12-08-102-003 and Lawrence Hunt on Parcel #09-07-267-001 - Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 494-509.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated they had no items for action and their General Report was located on page 510.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik had nothing to present.

OTHER BUSINESS AND COMMUNICATION:

Member Sweeney stated that with the STARCOM21 Radio Network, the Town of Normal will go live in December and in January and in either January or February the County will have a news conference talking about what it has. He continued that St. Clair County will be involved in this news conference along with Homeland Security in Springfield and State Police in Springfield. Chairman Sweeney stated for clarification that the Sheriff's Department, the rural police departments, and the Town of Normal Police and Fire Departments are all involved in this but he has not mentioned anything about the City of Bloomington because they were not interested in being part of this. Member Segobiano asked, based on what was just said, regarding the lives of all the people from McLean County, particularly in Bloomington, how does this radio system provide them with protection if they are no longer in MetCom? He went on to ask if Bloomington, Normal, ISU, and the County are still able to communicate with each other. Chairman Sweeney said that Mr. Lindberg can help us with that. Mr. Lindberg said that the Bloomington Police Department's request to become their own public safety answering point is in the works and Bill Gamblin, the E.T.S.B. Administrator, is working closely with them to make sure that all the equipment and all the facilities will provide that kind of coverage. He indicated that they will probably get a hearing date in front of the Illinois Commerce Commission some time in December and before they get to that point they will be assured through these meetings and agreements that they can cover each other's calls at a very acceptable rate.

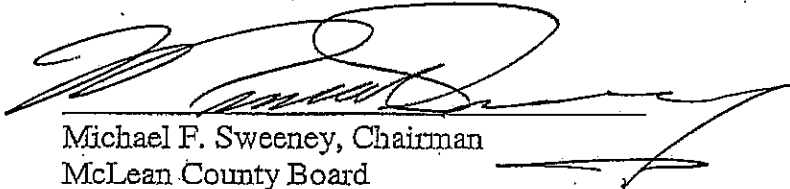
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

November 15, 2005

2005 Budget Expenditures

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive	\$793.03	\$252,028.19	\$252,821.22
Finance		\$533,316.35	\$533,316.35
Human Services		\$361,352.97	\$361,352.97
Justice		\$2,677,528.86	\$2,677,528.86
Land Use		\$23,703.43	\$23,703.43
Property		\$2,446,744.19	\$2,446,744.19
Transportation		\$655,109.56	\$655,109.56
Health Board		\$523,176.81	\$523,176.81
T.B. Clinic		\$24,221.83	\$24,221.83
Disability Board		\$47,889.14	\$47,889.14
<b>Total</b>	<b>\$793.03</b>	<b>\$7,545,071.33</b>	<b>\$7,545,864.36</b>

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Cavallini/Owens moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Members Owens/Gordon moved for adjournment until Tuesday, December 20, 2005 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:35 a.m.


\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
\_\_\_\_\_  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS        )  
                                          ) ss.  
COUNTY OF McLEAN     )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 15th day of November, 2005, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 5th day of December, 2005.

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