

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

April 18, 2006

*Subject to approval at  
May 16, 2006  
County Board Meeting*



**Table of Contents**

	Page(s)
<b>Meeting Minutes Begin (April 18, 2006)</b> .....	<b>1-20</b>
Appearance by Members of the Public and County Employees .....	2-20
<b>Consent Agenda</b> .....	<b>21-88</b>
County Highway Department.....	26-48
Building and Zoning.....	49-65
Executive Committee .....	66
Finance Committee .....	67-71
Reappointments .....	72-84
Appointments.....	85-88
<b>Executive Committee</b> .....	<b>88</b>
<b>Justice Committee</b> .....	<b>89-114</b>
Ordinance – Permits for Pyrotechnic Display Fireworks and Consumer Fireworks Displays .....	89-92
Request – Renewal of Child Support Enforcement Grant – Agreement No. 2005-55-007-K5 .....	93-96
Request – Renewal of Child Support Enforcement Grant – Agreement No. 2005-55-008 .....	97-99
Request – Accept Juvenile Accountability Incentive Block Grant – Court Services .....	100-114
<b>Land Use and Development Committee</b> .....	<b>115-129</b>
Application – LeRoy Country Club in Case SU-06-05 – Outside Beer Garden.....	115-117
Application – Horizon Wind Energy, LLC in Case SU-06-06 to Amend SU-05-09 .....	118-129
<b>Finance Committee</b> .....	<b>130-</b>
Grant Application/Purchase Agreement – Show Bus – Building and Zoning .....	130-177
Ordinance – Amending the FY 2006 Budget Ordinance – Fund 0107 – Health Department .....	178-179
Resolution – Approving CDAP Revolving Loan – Gridiron Brew Works & Restaurant, LLC. ....	180-317
<b>Transportation Committee</b> .....	<b>317</b>
<b>Property Committee</b> .....	<b>317</b>
<b>Report of the County Administrator</b> .....	<b>317</b>
<b>Other Business and Communication</b> .....	<b>317</b>
<b>Approval of Bills</b> .....	<b>318</b>
<b>Adjournment</b> .....	<b>319</b>

**April 18, 2006**

The McLean County Board met on Tuesday, April 18, 2006 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 Owens and was followed by the Pledge of Allegiance.

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

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

**The following Member was absent:**

Member Duffy Bass.

**Appearance by Members of the Public and County Employees:**

Judge Scott Drazewski presented the following regarding Drug Court. A question and answer session followed.

# **Drug Courts:** **A National Movement**

**April 18, 2006**  
**McLean County Board**

# What is Drug Court?

- A specially designed court calendar, the purpose of which to achieve a reduction in recidivism and substance abuse among non-violent substance abusing offenders.

# Number of Drug Courts

<b>1989</b>	<b>1</b>
<b>1990</b>	<b>1</b>
<b>1991</b>	<b>5</b>
<b>1992</b>	<b>10</b>
<b>1993</b>	<b>19</b>
<b>1994</b>	<b>40</b>
<b>1995</b>	<b>75</b>
<b>1996</b>	<b>139</b>
<b>1997</b>	<b>230</b>
<b>1998</b>	<b>347</b>
<b>1999</b>	<b>472</b>
<b>2000</b>	<b>665</b>
<b>2001</b>	<b>847</b>
<b>2002</b>	<b>1,048</b>
<b>2003</b>	<b>1,183</b>
<b>2004</b>	<b>1,621</b>

# What is Happening in American Criminal Justice:

- 46% of jail inmates were on probation or parole at the time of arrest
- 68% of convicted jail inmates were alcohol or drug-involved at the time of their arrest
- 70% of adult probationers reported past drug use
- The highest rate of substance abuse/dependence for inmates (85%) were those convicted of...

BURGLARY

# What if we **JUST** put them in **PRISON?**

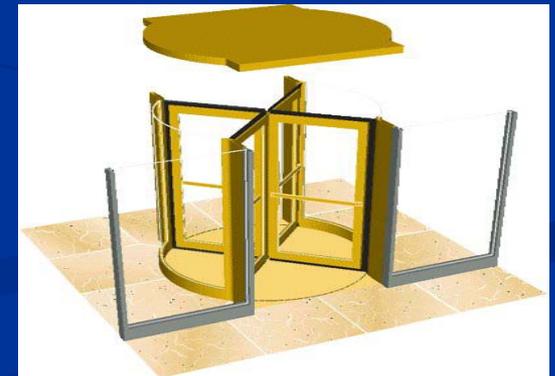
- 29.9% of prisoners released in 1998 in 15 states were rearrested within 6 months and 67% are rearrested within 3 years. (BJS, 2002)



# What if we JUST put them in PRISON?

## Criminal Recidivism in 3 years

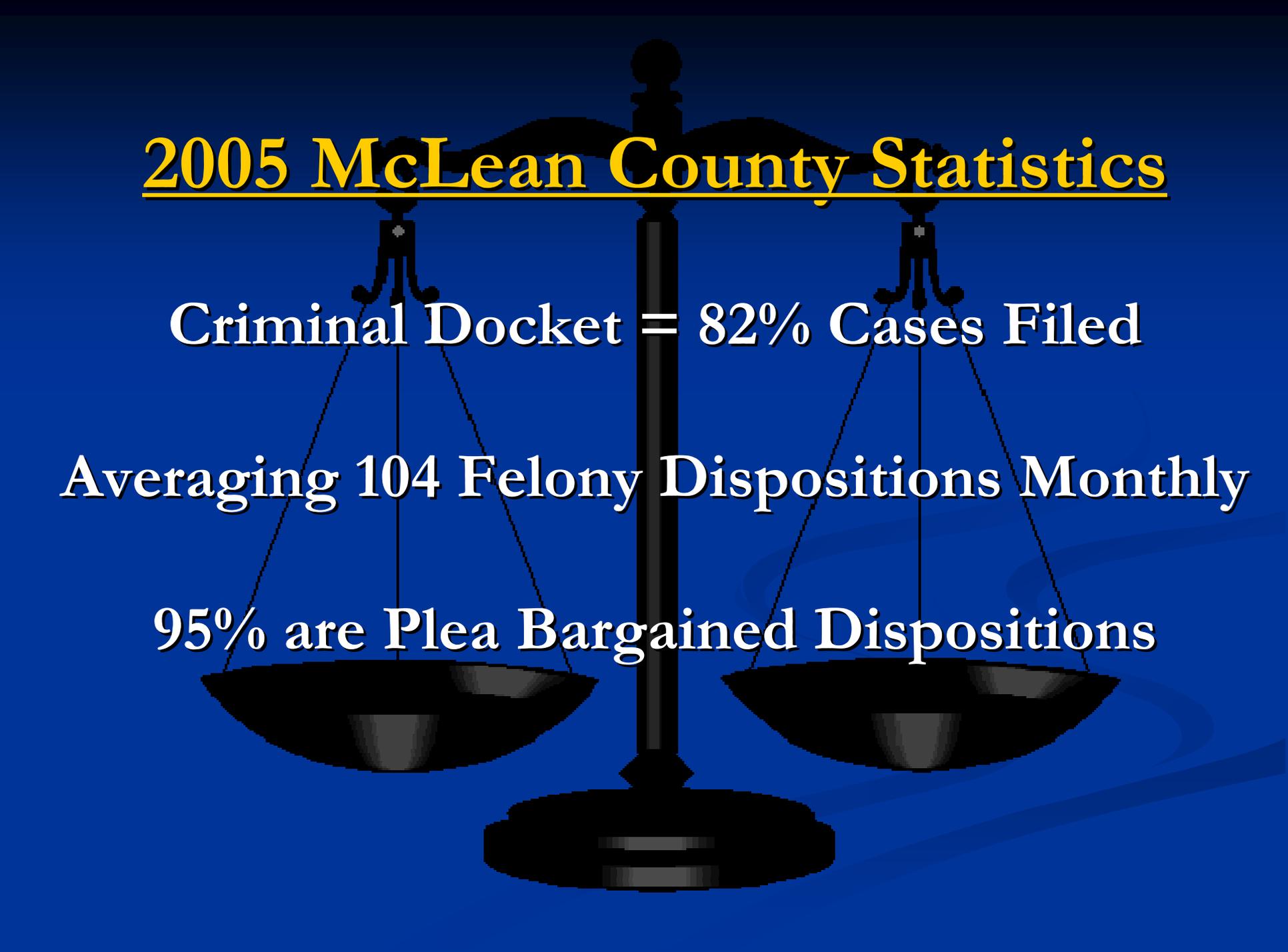
- 67% arrested for new crime
- 47% convicted for new crime
- 25% incarcerated for new crime
- 50% re-incarcerated for violations



# Jail Populations

- Illinois (as of 6-30-04):
  - 44,379 inmates in Illinois prisons
  - ↑19% in last 10 years
  - \$22,627 annual cost per inmate
  - \$55,826 construction cost per bed

# 2005 McLean County Statistics



**Criminal Docket = 82% Cases Filed**

**Averaging 104 Felony Dispositions Monthly**

**95% are Plea Bargained Dispositions**

## PENITENTIARY

- ◆ 54.6% Return Within 3 Years
- ▶ \$62 Daily Cost/\$22,627 Annually
- ▶ 80% Rearrested Within 3 years

## COMMUNITY SUPERVISION

- ☺ 64 cents Daily Cost/\$233 Annually
- ◆ BUT Only 53% Successfully Complete  
(47% Revoked/Unsuccessfully  
Discharged/Sentenced to DOC)
- ▶ AND 43% of discharged Probationers  
rearrested within 4 years of discharge



**Average Caseload for Probation  
Officers = 150 offenders**

# ECONOMIC IMPACT

40 Participants X \$22,627 annually = \$905,080

40 Participants X \$\*3,750 annually = \$150,000

\*includes cost of treatment and coordinator

Annual Savings                      \$755,080

# Who Pays For Drug Court?

<i>State</i>	<i>Appropriations</i>
<b>California</b>	\$21 million
<b>Florida</b>	\$22,480,263
<b>Louisiana</b>	\$11,829,890
<b>New Jersey</b>	\$27 million
<b>New York</b>	\$9.4 million
<b>Oklahoma</b>	\$3,960,000
<b>Washington</b>	\$5.3 million
<b>Wyoming</b>	\$3.2 million
<b>Illinois</b>	0

- The answer depends on what state you live in!

# National Research

**2020 Graduates from 95 Drug Courts  
Representing 17,000 Graduates**

**1 Year Post Graduation: 16.4%**  
**2 Years Post Graduation: 27.5%**

# **SEND TO TREATMENT**

**50-60% Never Show Up!**

**40-80% Quit Within 90 Days**

**90% Quit Within 12 Months**

**10% Complete Program**

# Drug Courts Increase Retention in Treatment

## **Treatment w/o Drug Court**

80-90% drop out in fewer than 12 months

## **Treatment with Drug Court**

29-33% drop out in fewer than 12 months

# Treatment Research Findings

- ✓ The length of time a patient spends in treatment is a reliable predictor of his or her post treatment performance.
- ✓ Coerced patients tend to stay longer.

# Puzzle Parts for Whole Person Supervision

**Weekly court appearance – Accountability & Sanctions**

**Drug Testing**

**Residence**

**Health**

**Education**

**Employment**

**Counseling**

**Mentors**

**Frequent reporting to Probation Officer**



# DRUG COURT

## Unconventional Approach for Community Supervision

- Plea Bargain for certain Non-Violent, Non-Sex Offenses
- Confirmed Substance Abuse
- “Whole Person Supervision”
- Early Discharge
- Substantially Higher % Completion Rate
- Substantially Higher Successful Recovery Without Relapse
- Substantially Lower Recidivism Rate

# WHAT CAN YOU DO?

Believe & Sell

Employment Opportunities

Education Tuition

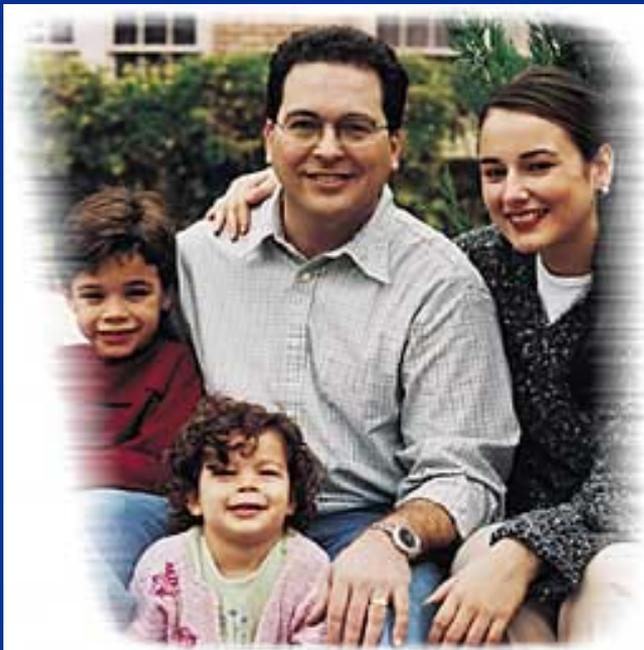
Faith-based Life Skills & Recovery  
Programs

Transportation Tokens

Incentive Donations

Mentor/Sponsor

Residential Facilities



## **Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed from the Consent Agenda.

Member Gordon requested that Item C1b be removed and Member Moss requested that Item C1c be removed.

The amended Consent Agenda read as follows:

County Highway Department – Jack Mitchell, County Engineer

- 1) Request Approval of Letting Results from March 28, 2006, County and Township Projects
- 2) Request Approval of Agreement on Various Projects – Lewis, Yockey & Brown, Inc. (Land Surveying and Platting Services)
- 3) Request Approval of Stanford/McLean Road – Sec. 05-00047-09-RS
  - a) Federal Aid Agreement
  - b) Resolution for Improvement
- 4) Request Approval of Federal Aid Agreement – Sec. 05-00183-00-ES – East Side Highway Study

Building and Zoning – Phil Dick, Director

- 1) Zoning Cases:
  - a) Request Approval of Application in Case SU-06-04 for a Special Use to allow a Single Family Residence in the Agriculture District for the Son of a Farm Owner on a five-acre Property which is located in Old Town Township at 8140 N 2400 East Road, LeRoy, IL
  - b) Request Approval of Application for a Special Use in Case SU-06-07 to allow a Trucking Facility in the Commercial District in the unincorporated Village of Cropsey which is located in Cropsey Township immediately Southeast of Main Street and approximately 100 feet South of Yates Street
  - c) Request Approval of Application in Case SU-06-08 for a Special Use to allow an Agricultural Processing Facility in the Agricultural District on Property which is located in Funks Grove Township at 2390 N 675 East Road, McLean, IL
  - d) Request Approval of Application in Case SU-06-09 for a Special Use to allow an Agricultural Processing Facility in the Agricultural District on property which is located in Funks Grove Township immediately South of U.S. Route 136 approximately 1/8 mile East of 950 East Road

- 2) Subdivision Cases:
  - a) Request Approval for a Waiver of Preliminary Plan Requirements and a Two Lot Final Subdivision Plat for the Gaddy Subdivision First Edition, which is located in Gridley Township at 26011 & 26013 N 1925 East Road, Lexington, IL, File No. S-06-06
  - b) Request Approval for a Waiver of Preliminary Plan Requirements and a Two Lot Final Subdivision Plat for the Fitchhorn Subdivision, which is located in Funks Grove Township at 2390 & 2418 N 675 East Road, McLean, IL, File No. S-06-07
  - c) Request Approval for a Waiver of Preliminary Plan Requirements and a One Lot Final Subdivision Plat for the Pedersen Woods Subdivision, which is located in Lexington Township at 29725 E 2100 North Road, Colfax, IL, File No. S-06-08

#### Transfer Ordinances

#### Other Resolutions, Contracts, Leases, Agreements, Motions

- 1) Executive Committee
  - a) Request Approval of a Resolution of the McLean County Board Proclaiming the Week of April 23-29, 2006 as National County Government Week
- 2) Finance Committee
  - a) Request Approval of a McLean County Official/Employee Cardholder Agreement
  - b) Request Approval of an Appropriation Transfer Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance – Treasurer’s Office

#### F. Chairman’s Appointments with the Advice and Consent of the County Board:

- 1) REAPPOINTMENTS:

##### **BELLFLOWER FIRE PROTECTION DISTRICT**

Mr. Lawrence A. Heacock  
 2585 N. 3450 East Rd.  
 Farmer City, IL 61842  
 (Three-year term to expire on April 30, 2009)

##### **BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT**

Mr. Paul D. Brown  
 105 Hilltop Road  
 Bloomington, IL 61704  
 (Three-year term to expire the first Monday in May, 2009)

**CARLOCK FIRE PROTECTION DISTRICT**

Mr. Fred Gent  
22048 Skyline Ct.  
Carlock, IL 61725  
(Three-year term to expire on April 30, 2009)

**CHENOA FIRE PROTECTION DISTRICT**

Mr. Donald Augsburg  
31865 N. 2480 East Road  
Chenoa, IL 61776  
(Three-year term to expire on April 30, 2009)

**CLEARVIEW SANITARY DISTRICT**

Ms. Louise Reeves  
48 Joseph Street  
Bloomington, IL 61704  
(Three-year term to expire on the first Monday in May, 2009)

**DANVERS FIRE PROTECTION DISTRICT**

Mr. John M. Gillis  
406 W. Exchange Street  
Danvers, IL 61732  
(Three-year term to expire on April 30, 2009)

**DOWNS FIRE PROTECTION DISTRICT**

Mr. James Adams  
20365 E 1200 North Rd.  
Bloomington, IL 61704  
(Three-year term to expire on April 30, 2009)

**HUDSON FIRE PROTECTION DISTRICT**

Mr. Dale Hussemann  
505 West Broadway  
Hudson, IL 61748  
(Three-year term to expire on April 30, 2009)

**OCTAVIA TOWNSHIP FIRE PROTECTION DISTRICT**

Mr. Edwin Eades  
17677 N. 2600 East Rd.  
Cooksville, IL 61730  
(Three-year term to expire on April 30, 2009)

**OCTAVIA TOWNSHIP FIRE PROTECTION DISTRICT**

Mr. Kent Peterson  
24217 N 3500 East Rd.  
Colfax, IL 61728  
(Three-year term to expire on April 30, 2009)

**RANDOLPH FIRE PROTECTION DISTRICT**

Mr. James Murphy  
15941 E 100 North Rd.  
Heyworth, IL 61745  
(Three-year term to expire on April 30, 2009)

**SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

Mr. Martin Tipsord  
1020 Courtland St.  
Saybrook, IL 61770  
(Three-year term to expire on April 30, 2009)

**TOWANDA FIRE PROTECTION DISTRICT**

Mr. Larry Sans  
116 Hunt Street  
Towanda, IL 61776  
(Three-year term to expire on April 30, 2009)

2) APPOINTMENTS:

**BLOOMINGTON-NORMAL AIRPORT AUTHORITY**

Mr. J. Jay Allen  
1205 Broad Creek Rd.  
Bloomington, IL 61704  
(Five-year term to expire on April 30, 2011)

**OCTAVIA FIRE PROTECTION DISTRICT**

Mr. Chad Hoffman  
33995 E 1900 N Rd.  
Colfax, IL 61728  
(Complete three-year term to expire on April 30, 2007 –  
Replacing Joe Tracy)

3) RESIGNATIONS

**BLOOMINGTON-NORMAL AIRPORT AUTHORITY**

Mr. George Walden  
2607 Kolby Court  
Bloomington, IL 61704

**CARLOCK FIRE PROTECTION DISTRICT**

Mr. Merle Holliger  
301 East Franklin  
Carlock, IL 61725

**CARLOCK FIRE PROTECTION DISTRICT**

Mr. Kenneth A. Keighin  
19652 N 800 East Rd.  
Carlock, IL 61725

**OCTAVIA FIRE PROTECTION DISTRICT**

Mr. Joe Tracy  
405 Sunset Dr.  
Colfax, IL 61728

- G. Approval of Resolutions of Congratulations and Commendation

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

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 4, 2006, for a letting held on March 28, 2006 for McLean County and twenty-nine (29) Road District 2005 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on April 4, 2006, now, therefore,

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

**2005 MFT MAINTENANCE SECTIONS:**

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

McLean County .....	Sec 06-00000-00-GM .....	GR 2	@	\$222,376.01
Allin RD.....	Sec 06-01000-00-GM .....	GR 1A	@	\$21,875.00
		GR 2A	@	\$10,354.20
Anchor RD.....	Sec 06-02000-00-GM .....	GR 2A	@	\$62,511.28
Arrowsmith RD.....	Sec 06-03000-00-GM .....	GR 2A	@	\$16,041.28
Bellflower RD.....	Sec 06-04000-00-GM .....	GR 2A	@	\$64,125.44
Blue Mound RD.....	Sec 06-07000-00-GM .....	GR 2	@	\$49,365.00
Cheney's Grove RD.....	Sec 06-07000-00-GM .....	GR 2A	@	\$45,889.08
Chenoa RD.....	Sec 06-09000-00-GM .....	GR 2	@	\$29,491.25
Cropsey RD.....	Sec 06-10000-00-GM .....	GR 2A	@	\$27,681.03
Dale RD .....	Sec 06-11000-00-GM .....	GR 2A	@	\$15,693.00
Danvers RD.....	Sec 06-12000-00-GM .....	GR 2	@	\$50,425.00
Dawson RD.....	Sec 06-13000-00-GM .....	GR 1A	@	\$6,258.52
		GR 2A	@	\$23,556.66
Downs RD.....	Sec 06-14000-00-GM .....	GR 2	@	\$58,260.00
Dry Grove RD.....	Sec 06-15000-00-GM .....	GR 2	@	107,112.50
Funk's Grove RD.....	Sec 06-17000-00-GM .....	GR 2	@	\$43,710.00
Gridley RD.....	Sec 06-18000-00-GM .....	GR 1A	@	\$30,842.50
		GR 2A	@	\$62,297.10
Hudson RD.....	Sec 06-19000-00-GM .....	GR 2A	@	\$31,248.02
Lexington RD.....	Sec 06-21000-00-GM .....	GR 2	@	\$48,365.00
Martin RD .....	Sec 06-22000-00-GM .....	GR 2A	@	\$40,108.35
Money Creek RD.....	Sec 06-23000-00-GM .....	GR 2A	@	\$22,448.40
Mount Hope RD.....	Sec 06-24000-00-GM .....	GR 2	@	\$88,920.00
Old Town RD.....	Sec 06-26000-00-GM .....	GR 2	@	\$58,883.00
Randolph RD .....	Sec 06-27000-00-GM .....	GR 2	@	\$57,625.00
Towanda RD.....	Sec 06-28000-00-GM .....	GR 2	@	\$50,860.00
White Oak RD.....	Sec 06-30000-00-GM .....	GR 2	@	\$15,232.00
Yates RD.....	Sec 06-31000-00-GM .....	GR 2	@	\$56,650.00

**Emulsicoat, Inc, 705 E University Ave, Urbana, Illinois, was the successful bidder on the following sections:**

Empire RD .....	Sec 06-16000-00-GM .....	GR 17	@	\$60,072.00
Lawndale RD .....	Sec 06-20000-00-GM .....	GR 17	@	\$30,540.00

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

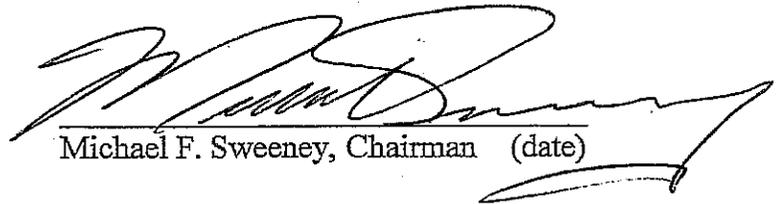
Lexington RD.....Sec 06-21000-00-GM .....GR 10 @ \$4,450.00

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

Normal RD.....Sec 06-25000-00-GM .....GR 2A @ \$23,002.48

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

West RD.....Sec 06-29000-00-GM .....GR 2A @ \$34,238.38

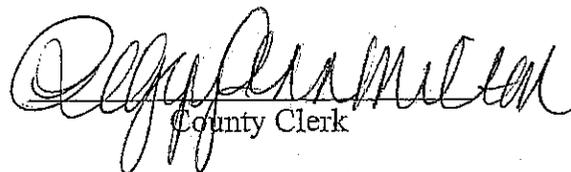
  
Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS        ]  
                                  ]    SS  
COUNTY OF MCLEAN     ]

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18<sup>th</sup> day of April A.D., 2006.

[SEAL}

  
County Clerk





McLEAN COUNTY HIGHWAY DEPARTMENT  
MARCH 28, 2008

DAWSON RD  
SEC. 06-13000-00-GM GR 1A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	ROWE	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Bit Mill's PG 46-28	On Road	Gallon	2,500	\$2.00	\$5,000.00		BID BOND TOTAL \$1.63 \$4,075.00 \$2.13 \$5,325.00	BID BOND TOTAL \$2.13 \$5,325.00 \$2.13 \$5,325.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
Cover Coat Agg. CA-14	Load & Spread	Sq Yd	5,886	\$0.40	\$2,354.40		BID BOND TOTAL \$0.81 \$4,767.66 \$0.52 \$3,060.72	BID BOND TOTAL \$0.52 \$3,060.72 \$0.52 \$3,060.72	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
					\$7,354.40		\$0.82 \$4,242.66	\$8,355.72	-100.00%	-100.00%	-100.00%

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	ROWE	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Steffens 3-D							BID BOND TOTAL \$1.75 \$4,375.00 \$0.92 \$3,656.25	BID BOND TOTAL \$0.92 \$3,656.25 \$0.92 \$3,656.25	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
							\$0.92 \$3,656.25	\$8,355.72	-100.00%	-100.00%	-100.00%

DAWSON RD  
SEC. 06-13000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	ROWE	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Bit Mill's CRS-2	On Road	Gallon	14,500	\$1.35	\$19,575.00		BID BOND TOTAL \$1.40 \$20,300.00 \$0.20 \$6,357.40	BID BOND TOTAL \$0.20 \$6,357.40 \$0.20 \$6,357.40	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
Cover Coat Agg. CA-14	Load & Spread	Sq Yd	31,787	\$0.18	\$5,721.66		BID BOND TOTAL \$0.19 \$6,039.53 \$0.20 \$6,357.40	BID BOND TOTAL \$0.20 \$6,357.40 \$0.20 \$6,357.40	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
					\$25,296.66		\$25,787.40	\$25,787.40	-100.00%	-100.00%	-100.00%

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	ROWE	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Steffens 3-D							BID BOND TOTAL \$1.23 \$17,835.00 \$0.18 \$5,721.66	BID BOND TOTAL \$0.18 \$5,721.66 \$0.18 \$5,721.66	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
							\$0.18 \$5,721.66	\$23,556.66	-6.88%	-100.00%	-100.00%

DOWNERS RD  
SEC. 06-14000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	ROWE	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Bit Mill's PG 46-28	On Road	Gallon	27,000	\$1.70	\$45,900.00		BID BOND TOTAL \$1.66 \$44,820.00 \$25.50 \$25,500.00	BID BOND TOTAL \$1.64 \$44,280.00 \$25.50 \$25,500.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
Cover Coat Agg. CA-14	Furn & Spread	Ton	1,000	\$29.15	\$29,150.00		BID BOND TOTAL \$21.30 \$21,300.00 \$58.120.00	BID BOND TOTAL \$25.50 \$25,500.00 \$58,780.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
					\$75,050.00		\$68,120.00	\$69,780.00	-11.90%	-100.00%	-100.00%

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	ROWE	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Steffens 3-D							BID BOND TOTAL \$1.38 \$37,260.00 \$21.00 \$21,000.00	BID BOND TOTAL \$1.38 \$37,260.00 \$21.00 \$21,000.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
							\$21.00 \$21,000.00	\$58,260.00	-22.37%	-100.00%	-100.00%

DRY GROVE RD  
SEC. 06-15000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	ROWE	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Bit Mill's CRS-2	On Road	Gallon	54,500	\$1.35	\$73,575.00		BID BOND TOTAL \$3.08 \$165,002.00 \$28.50 \$28,500.00	BID BOND TOTAL \$27.50 \$17,875.00 \$28.50 \$28,500.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
Cover Coat Agg. CA-14	Furn & Spread	Ton	650	\$29.50	\$19,175.00		BID BOND TOTAL \$21.55 \$29,092.50 \$118,214.50	BID BOND TOTAL \$28.50 \$28,500.00 \$128,680.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
Seal Coat Agg. CA-15/16	Furn & Spread	Ton	1,350	\$28.00	\$37,800.00		BID BOND TOTAL \$118,214.50	\$128,680.00	-2.96%	-100.00%	-100.00%
					\$130,550.00		\$118,214.50	\$128,680.00	-9.46%	-100.00%	-100.00%

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	ROWE	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Steffens 3-D							BID BOND TOTAL \$1.19 \$64,855.00 \$21.50 \$13,975.00	BID BOND TOTAL \$1.19 \$64,855.00 \$21.50 \$13,975.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
							\$21.50 \$13,975.00	\$28,282.50	-100.00%	-100.00%	-100.00%

EMPIRE RD  
SEC. 06-16000-00-GM GR 17

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	EMULSICOAT	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Bit Mill's CRS-2	F.O.B. Terminal	Gallon	47,200	\$0.98	\$46,256.00		BID BOND TOTAL \$1.23 \$14,760.00 \$60,072.00	BID BOND TOTAL \$1.64 \$31,980.00 \$28.50 \$18,800.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
Bit Mill's PG 46-28	F.O.B. Terminal	Gallon	12,000	\$1.30	\$15,600.00		BID BOND TOTAL \$19.76 \$13,832.00 \$45,422.00	BID BOND TOTAL \$19.76 \$13,832.00 \$45,422.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
					\$61,856.00		\$60,072.00	\$50,530.00	-2.92%	-100.00%	-100.00%

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	EMULSICOAT	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Steffens 3-D							BID BOND TOTAL \$1.38 \$37,260.00 \$21.00 \$21,000.00	BID BOND TOTAL \$1.38 \$37,260.00 \$21.00 \$21,000.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
							\$21.00 \$21,000.00	\$58,260.00	-22.37%	-100.00%	-100.00%

FUNKS GROVE RD  
SEC. 06-17000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	ROWE	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Bit Mill's PG 46-28	On Road	Gallon	19,500	\$1.70	\$33,150.00		BID BOND TOTAL \$1.62 \$31,980.00 \$28.50 \$18,800.00	BID BOND TOTAL \$1.64 \$31,980.00 \$28.50 \$18,800.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
Cover Coat Agg. CA-14	Furn & Spread	Ton	700	\$27.00	\$18,900.00		BID BOND TOTAL \$19.76 \$13,832.00 \$45,422.00	BID BOND TOTAL \$19.76 \$13,832.00 \$45,422.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
					\$52,050.00		\$45,422.00	\$50,530.00	-15.02%	-100.00%	-100.00%

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS	ROWE	BEMWACH	STARK	GENERAL MATERIALS	GRAY'S MATERIAL
Steffens 3-D							BID BOND TOTAL \$1.38 \$37,260.00 \$21.00 \$21,000.00	BID BOND TOTAL \$1.38 \$37,260.00 \$21.00 \$21,000.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00	UNIT PRICE TOTAL \$0.00 \$0.00 \$0.00
							\$21.00 \$21,000.00	\$58,260.00	-22.37%	-100.00%	-100.00%



MARTIN RD  
 SEC. 06-22000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	STARK UNIT PRICE TOTAL	GRAYS MATERIAL UNIT PRICE TOTAL
Bit Malt's CRS-2	On Road	Gallon	26,500	\$1.35	\$35,775.00	\$1.45	\$1.34	\$1.17	\$0.00	\$0.00	\$0.00
Seal Coat Agg. CA-15/16	Load & Spread	Sq Yd	60,689	\$0.18	\$10,924.02	\$0.16	\$0.18	\$0.15	\$0.00	\$0.00	\$0.00
					\$46,699.02	\$48,135.24	\$48,434.02	\$40,108.35	\$0.00	\$0.00	\$0.00
						3.08%	-0.57%	-14.11%	-100.00%	-100.00%	-100.00%

MONEY CREEK RD  
 SEC. 06-23000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	STARK UNIT PRICE TOTAL	GRAYS MATERIAL UNIT PRICE TOTAL
Bit Malt's MC-30 Prime	On Road	Gallon	100	\$4.00	\$400.00	\$7.38	\$8.00	\$4.95	\$0.00	\$0.00	\$0.00
Bit Malt's PG 46-28	On Road	Gallon	9,000	\$1.70	\$15,300.00	\$2.01	\$1.84	\$1.87	\$0.00	\$0.00	\$0.00
Cover Coat Agg CA-14	Load & Spread	Sq Yd	300	\$0.25	\$75.00	\$0.88	\$3.00	\$0.20	\$0.00	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	28,130	\$0.18	\$5,063.40	\$0.15	\$0.24	\$0.18	\$0.00	\$0.00	\$0.00
(Gravel Only)			MC-30	\$4.80	\$20,838.40	\$23,311.50	\$23,211.20	\$22,448.40	\$0.00	\$0.00	\$0.00
						11.87%	11.39%	7.73%	-100.00%	-100.00%	-100.00%

MOUNT HOPE RD  
 SEC. 06-24000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	STARK UNIT PRICE TOTAL	GRAYS MATERIAL UNIT PRICE TOTAL
Bit Malt's PG-46-28	On Road	Gallon	40,500	\$1.70	\$68,850.00	\$1.85	\$1.64	\$1.34	\$0.00	\$0.00	\$0.00
Cover Coat Agg. CA-14	Fum & Spread	Ton	1,650	\$27.50	\$45,375.00	\$22.31	\$26.50	\$21.00	\$0.00	\$0.00	\$0.00
					\$114,225.00	\$111,736.50	\$110,145.00	\$88,920.00	\$0.00	\$0.00	\$0.00
						-2.19%	-3.57%	-22.16%	-100.00%	-100.00%	-100.00%

NORMAL RD  
 SEC. 06-25000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	STARK UNIT PRICE TOTAL	GRAYS MATERIAL UNIT PRICE TOTAL
Bit Malt's CRS-2	On Road	Gallon	13,500	\$1.35	\$18,225.00	\$1.39	\$1.34	\$1.17	\$0.00	\$0.00	\$0.00
Seal Coat Agg. CA-15/16	Load & Spread	Sq Yd	32,896	\$0.18	\$5,967.28	\$0.13	\$0.18	\$0.14	\$0.00	\$0.00	\$0.00
					\$24,092.28	\$23,002.48	\$23,957.28	\$20,358.44	\$0.00	\$0.00	\$0.00
						-4.52%	-0.56%	-16.50%	-100.00%	-100.00%	-100.00%

OLD TOWN RD  
 SEC. 06-26000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	STARK UNIT PRICE TOTAL	GRAYS MATERIAL UNIT PRICE TOTAL
Bit Malt's MC-30 Prime	On Road	Gallon	800	\$4.00	\$3,200.00	\$3.46	\$4.00	\$4.95	\$0.00	\$0.00	\$0.00
Bit Malt's CRS-2	On Road	Gallon	5,600	\$1.35	\$7,560.00	\$1.75	\$1.54	\$1.48	\$0.00	\$0.00	\$0.00
Bit Malt's PG 46-28	On Road	Gallon	16,000	\$1.70	\$27,200.00	\$1.94	\$1.84	\$1.63	\$0.00	\$0.00	\$0.00
Cover Coat Agg CA-14	Fum & Spread	Ton	50	\$32.00	\$1,600.00	\$48.71	\$40.00	\$25.50	\$0.00	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Fum & Spread	Ton	800	\$28.00	\$22,400.00	\$22.42	\$26.50	\$24.50	\$0.00	\$0.00	\$0.00
					\$61,960.00	\$64,028.50	\$62,864.00	\$58,883.00	\$0.00	\$0.00	\$0.00
						3.34%	1.45%	-4.97%	-100.00%	-100.00%	-100.00%

RANDOLPH RD  
 SEC. 06-27000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	STARK UNIT PRICE TOTAL	GRAYS MATERIAL UNIT PRICE TOTAL
Bit Malt's CRS-2	On Road	Gallon	28,500	\$1.35	\$38,475.00	\$1.44	\$1.34	\$1.25	\$0.00	\$0.00	\$0.00
Seal Coat Agg. CA-15/16	Fum & Spread	Ton	1,000	\$23.00	\$23,000.00	\$18.57	\$25.50	\$22.00	\$0.00	\$0.00	\$0.00
					\$61,475.00	\$59,610.00	\$63,690.00	\$57,625.00	\$0.00	\$0.00	\$0.00
						-3.03%	3.60%	-8.28%	-100.00%	-100.00%	-100.00%



**PROJECT AGREEMENT**  
**Lewis, Yockey, & Brown Inc.**  
 Consulting Engineers & Land Surveyors

505 N. Main Street  
 Bloomington, IL 61701  
 Phone: (309) 829-2552  
 Fax: (309) 827-6861

222 E. Center Street  
 LeRoy, IL 61752  
 Phone: (309) 962-8151  
 Fax: (309) 962-7503

155 S. Elm Street  
 El Paso, IL 61738  
 Phone: (309) 527-2552  
 Fax: (309) 527-3230

Project No. 4700.00

Date March 17, 2006

Secured By DPB

**CLIENT INFORMATION**

CLIENT NAME	McLean County Highway Department	PHONE	663-9445
ADDRESS	RR 1, Box 85	FAX NUMBER	662-8038
	Bloomington, IL 61704		
AGENT FOR CLIENT	John E. Mitchell, County Engineer	PHONE	
ADDRESS		FAX NUMBER	

**PROJECT DATA**

PROJECT TITLE	McLean County Highway Department Surveying Services Contract
SCOPE OF WORK	Provide Land Surveying Services as requested and directed by Client for land section corner monument preservation and restoration, right of way and easement acquisition, general boundary and topographic surveying, preparation of survey and easement plats and/or legal descriptions. Services to be provided on a project by project basis as may be authorized from time to time by Client. Control survey work utilizing Global Positioning System (GPS) survey technology will be priced and negotiated on a project request basis for use of this technology.
ANTICIPATED COMPLETION DATE	

**INVOICING INFORMATION**

Fee Basis  \*Current Schedule of Hourly Rates and Expenses attached  not to exceed limit estimate

Hourly Rates and Expenses in effect at time services are performed \$ \_\_\_\_\_ estimate

Lump Sum \$ \_\_\_\_\_ including expenses \_\_\_\_\_ plus expenses \_\_\_\_\_

Other: \_\_\_\_\_

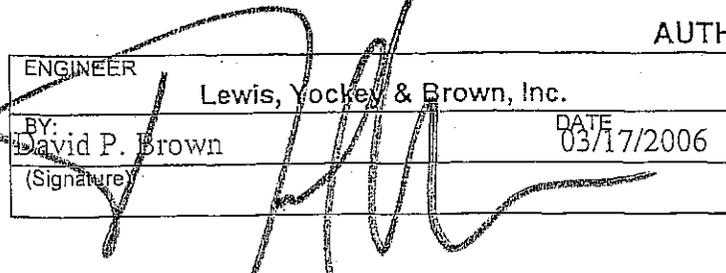
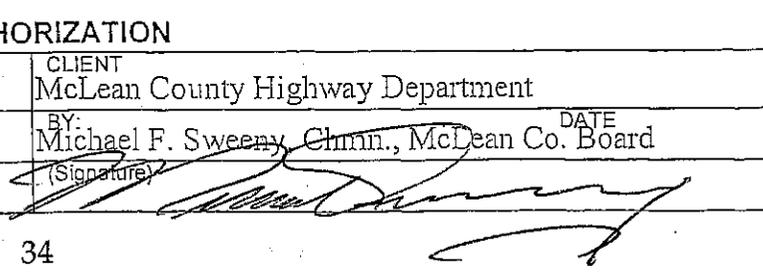
Invoices to be submitted:  Monthly  Upon Completion  Other \_\_\_\_\_

Special Instruction/Information Invoicing to be based upon current schedule of hourly rates and expenses in effect at time work is ordered.

Conditions: The Standard Provisions set forth on page 2 hereof and any written attachments of amendment to project scope are hereby incorporated into and made a part of this Agreement.

Services will be scheduled upon receipt of the signed Project Agreement. Please retain a copy of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, on Page 1 and Page 2 and by signing hereby acknowledge and agree to all such terms and conditions.

**AUTHORIZATION**

ENGINEER	Lewis, Yockey & Brown, Inc.	CLIENT	McLean County Highway Department
BY: 	DATE: 03/17/2006	BY: 	DATE: _____
(Signature)		(Signature)	Michael F. Sweeney, Chmn., McLean Co. Board

## PROJECT AGREEMENT TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering and surveying are made a part of this agreement for our services:

### AMENDMENTS

This agreement may be amended in writing providing both the client and Engineer agree to such modifications.

### COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the agreement.

For the purpose of this "Agreement" the word "Expenses" or "Reimbursable Expenses" shall mean all direct or indirect costs incurred in connection with the Engineer's performance of the work as may be posted on the Engineer's schedule of Hourly Rates for Employee classifications and Expense Rates, including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproductions or printing, survey supplies, drafting supplies, computer time, environmental equipment, and the services of outside consultants plus a maximum markup of 15% of the outside consultant's fees.

When "Hourly Rates and Expenses" is utilized, the schedule of Hourly Rates for Employee classifications and Expense Rates of the Engineer shall be the basis for the Fee for services. If an "estimate" is indicated, the fee will be paid upon the time and materials expended, and unusual problems or difficulties may necessitate the fee to exceed the "estimate."

When "Lump Sum" payment is utilized it shall include all labor and may not include expenses (for the scope of work as defined in the agreement) incurred by Engineer and shall not exceed the fixed payment amount without prior authorization of the client.

When "Payroll Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus expenses.

The "Payroll Costs" means the salaries and wages paid to all Engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workmans compensation, incentive and holiday pay applicable thereto.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

### TIME OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Engineer's statement.

### LATE PAYMENT

If the client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1 1/2% per month will be added to the Client's account. This is an annual rate of 18%.

### LEGAL EXPENSE

The client agrees to pay all costs and expenses, including court costs and reasonable attorney's fees, incurred by the Engineer in any action or proceeding brought to enforce any provision of this agreement including, without limitation, the collection of all fees incurred hereunder, and further agrees that such costs and fees may be included in and form a part of any Judgement entered in any proceeding brought by the Engineer, or his firm, against the client.

### LIMITATION OF LIABILITY

The client agrees to limit the Engineer's liability to the client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all named shall not exceed \$50,000 or the Engineer's total fee for services rendered on this work, whichever is greater.

### AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the quality or quantity of the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

### TERMINATION

This agreement may be terminated by either party upon notice. Any termination shall only be for good causes such as for legal considerations, unavailability of adequate financing on either the Client or Engineers part, or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of Standard Hourly Rates plus reimbursable expenses, plus reasonable termination costs.

### REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of his services in respect to the work. They are not intended or represented to be suitable for reuse by client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaption by the Engineer will be at the Client's sole risk, and without liability of the Engineer, and the Client shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaption will entitle the Engineer to further compensation at rates to be agreed upon by the Client and Engineer.

### ESTIMATES OF COST

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions, of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the client wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.

**Lewis, Yockey & Brown, Inc.**  
**Consulting Engineers & Land Surveyors**

505 North Main Street  
Bloomington, Illinois 61701  
Phone: (309) 829-2552  
Fax: (309) 827-6861

222 East Center Street  
LeRoy, Illinois 61752  
Phone: (309) 962-8151  
Fax: (309) 962-7503

155 South Elm Street  
El Paso, Illinois 61738  
Phone: (309) 527-2552  
Fax: (309) 527-3230

SCHEDULE OF EMPLOYEE CLASSIFICATIONS AND  
RATES FOR ENGINEERING AND LAND SURVEYING SERVICES

Effective January 1, 2006

EMPLOYEE CLASSIFICATIONS

HOURLY RATES

Chief Engineer	\$130.00
Project Manager	\$120.00
Project Engineer	\$100.00
Senior Design Engineer	\$ 90.00
Design Engineer	\$ 75.00
Professional Land Surveyor	\$100.00
Senior Engineering Technician	\$ 80.00
Engineering Technician	\$ 60.00
Clerical	\$ 50.00
Geologist	\$ 95.00
Surveyor	\$ 80.00
Party Chief	\$ 70.00
Instrument Man	\$ 55.00
Rodman	\$ 45.00

EXPENSES

Photo copies, 8-1/2 x 11	0.15/each
Photo copies, 11 x 17	0.20/each
Mylar	10.00/sheet
Prints	3.00/sheet
Wood Stakes/Lath	0.75/unit
Iron Pins	4.00/each
Mileage	0.48/mile
CADD	15.00/hour
GPS Equipment - (2-hour minimum)	150.00/hour

**Lewis, Yockey & Brown, Inc.**  
**Consulting Engineers & Land Surveyors**

505 North Main Street  
Bloomington, Illinois 61701  
Phone: (309) 829-2552  
Fax: (309) 827-6861

222 East Center Street  
LeRoy, Illinois 61752  
Phone: (309) 962-8151  
Fax: (309) 962-7503

155 South Elm Street  
El Paso, Illinois 61738  
Phone: (309) 527-2552  
Fax: (309) 527-3230

March 17, 2006

McLean County Highway Department  
RR #1, Box 85  
Bloomington, IL 61704

ATTN: John E. Mitchell, County Engineer

Re: Agreement on Various Projects –  
Land Surveying and Platting Services

Dear Mr. Mitchell

Please find attached two copies of our standard Project Agreement form and Schedule of Hourly Rates and Expenses that are intended to represent the basis of a contract arrangement by and between Lewis, Yockey & Brown, Inc. (Consultant) and McLean County Highway Department (Department) for Consultant to provide land surveying and platting services to Department as may be requested for various projects under the Department's jurisdiction.

Services that may be provided are limited to land surveying services and applications of surveying that Department may require from time to time to facilitate the design or construction of highway improvements in McLean County.

Examples of services currently being provided to McLean County Highway Department on a "demand" basis are listed as follows:

1. Land surveying for highway right of way and easement acquisition associated with highway maintenance and new construction.
2. Right of way records research associated with highway projects.
3. Topographical surveying locating existing physical improvements and elevations as basis for road improvement design.
4. Land section corner preservation and monumentation where road maintenance (resurfacing) or new construction would destroy existing survey monuments.
5. Vertical and horizontal control survey work using Global Positioning System (GPS) survey technology.

March 17, 2006  
Page 2

Lewis, Yockey & Brown, Inc. has similar contract arrangements for services with the Town of Normal, City of Bloomington and Illinois State University (Grounds Maintenance and Facilities Planning). Although each client has specified the detail of contract requirements, each contract contains the basic framework of this submittal.

Please be advised that the express intent of the Project Agreement presented to you for consideration is for invoicing based on a time and materials basis per the rate schedule accompanying the Project Agreement. Any reference on the pages of the agreement to the term "Multiplier" should be disregarded.

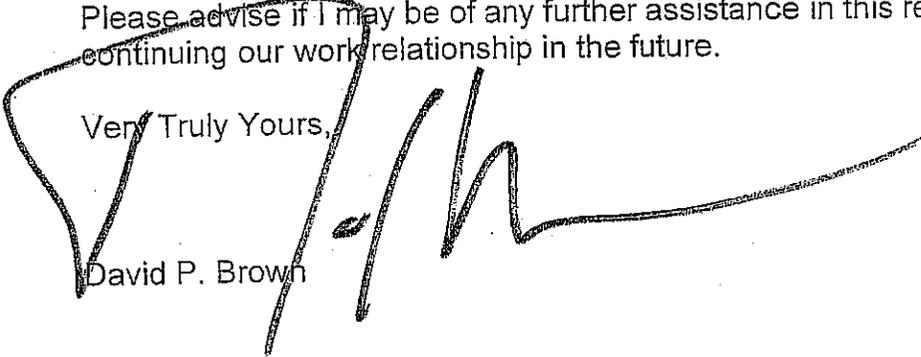
Typically we review our hourly rate schedule on an annual basis. You may consider our hourly rate schedule valid for the one-year period beginning June 1, 2006 ending June 1, 2007.

Please sign both copies of the Project Agreement and return the yellow one to our Bloomington office.

Please advise if I may be of any further assistance in this regard. I look forward to continuing our work relationship in the future.

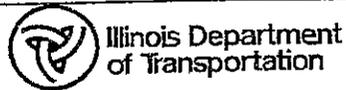
Very Truly Yours,

David P. Brown



DPB:ap

cc: 4700.00



**Local Agency Agreement  
for Federal Participation**

Local Agency McLean County	State Contract X	Day Labor	Local Contract	RR Force Account
Section 05-00047-09-RS	Fund Type STR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-303-06	RS-479(107)				

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

**Location**

Local Name Stanford McLean Route FAS 479 Length 2.7 miles  
 Termini 300E Road easterly and southerly to US 136

Current Jurisdiction McLean County Existing Str. No \_\_\_\_\_

**Project Description**

Resurfacing

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	560,000	( 80 )		( )	140,000	( 20 )	700,000
Non-Participating Construction	( )	( )		( )		( )	
Preliminary Engineering	( )	( )		( )	56,000	( 100 )	56,000
Construction Engineering	( )	( )		( )	45,500	( 100 )	45,500
Right of Way	( )	( )		( )		( )	
Railroads	( )	( )		( )		( )	
Utilities	( )	( )		( )		( )	
<b>TOTAL</b>	<b>\$ 560,000</b>		<b>\$</b>		<b>\$ 241,500</b>		<b>\$ 801,500</b>

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.  
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.  
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

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

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

METHOD A—Lump Sum (95% of LA Obligation) \_\_\_\_\_  
 METHOD B— \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C—LA's Share 140,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office. Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

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

**IT IS MUTUALLY AGREED:**

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

**ADDENDA**

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

Number 1 Location Map.

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Name Michael Sweeney

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

Signature 

Date 4-18-06

TIN Number 37-6001569

**APPROVED**

State of Illinois  
Department of Transportation

Timothy W. Martin, Secretary

Date \_\_\_\_\_

Milton R. Sees, Director of Highways/Chief Engineer

Ellen Schanzle-Haskins, Chief Counsel

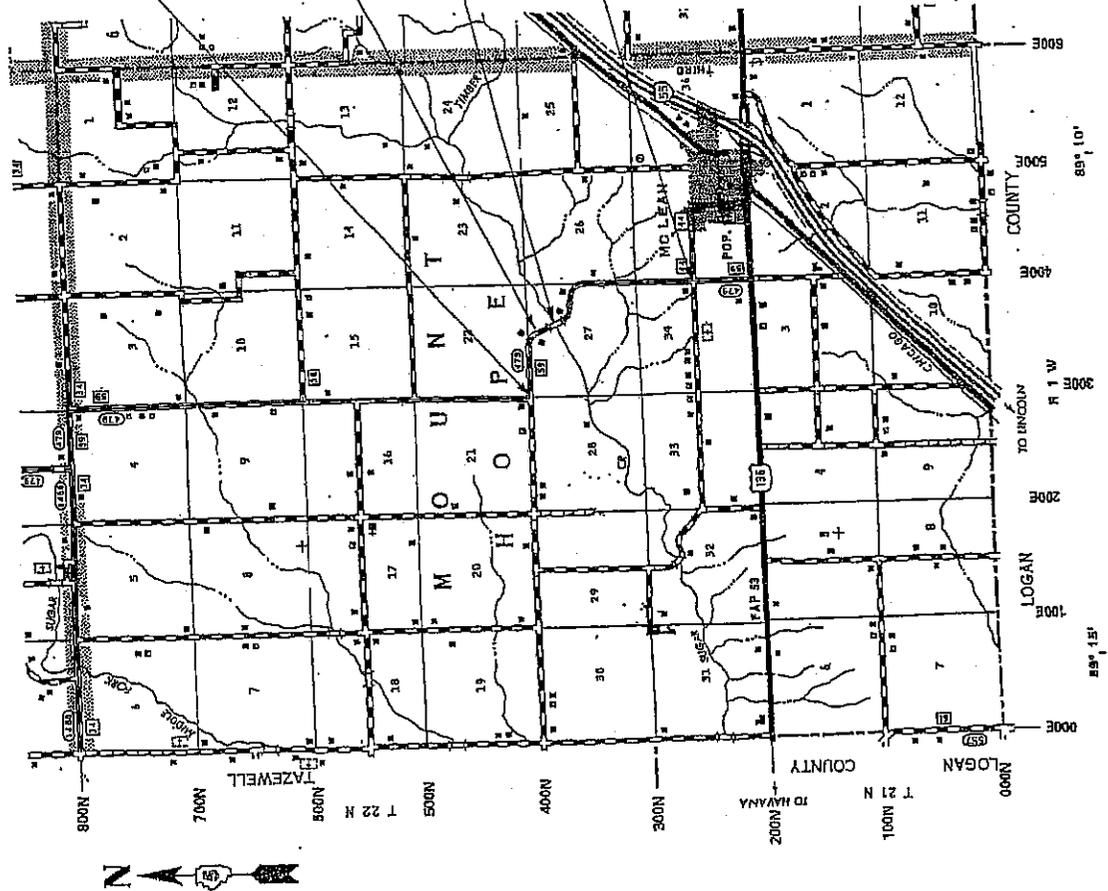
Ann L. Schneider, Director of Finance and Administration

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

# McLEAN COUNTY

## LOCATION MAP

STANFORD-McLEAN RD (CH 59)  
SECTION 05-00047-09-RS



BEGINNING STA: 361+38.45

OMISSION 100'

STA: 361+38.45 TO STA: 362+38.45

STATION EQUATION

STA: 362+38.45 BACK=STA: 361+94.72 AHEAD

STATION EQUATION

371+05.75 BACK = 367+07.23 AHEAD

BRIDGE OMISSION 163.3'

STA: 397+18.35 TO STA: 398+81.65

ENDING STA: 502+07.20



BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 59, beginning at a point near the SE Corner of the SE 1/4 of Section 21, T22N, R1W, of the 3rd P.M. (Intersection of 300E and 400N) and extending along said route(s) in a(n) Southerly & Easterly direction to a point near the SE Corner of the SE 1/4 of Section 34, T22N, R1W, of the 3rd P.M. (400E and U.S. Route 136), a distance of approximately 14,511 feet (2.748 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with construction of bituminous surface course, aggregate shoulders, and other miscellaneous related items  
(Describe in general terms)

and shall be designated as Section 05-00047-09-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and  
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Hundred Sixty Thousand dollars, (\$160,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the construction and engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

*[Signature]*  
Michael F. Sweeney, Chairman - McLean County Board

Authorized MFT Expenditure
Date
Department of Transportation
Regional Engineer

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington in said County, this 18 day of April, 2006

(SEAL) *[Signature]* County Clerk

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency McLean County	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 05-00183-00-ES	Fund Type HPS	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-95-347-05	HPP-3650(001)		

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

**Location**

Local Name East Side Highway Route \_\_\_\_\_ Length \_\_\_\_\_

Termini East side of Bloomington / Normal area

Current Jurisdiction McLean County Existing Str. No \_\_\_\_\_

**Project Description**

Corridor Study

Type of Work	FHWA		STATE		LA		Total
		%		%		%	
Participating Construction	( )	( )	( )	( )	( )	( )	( )
Non-Participating Construction	( )	( )	( )	( )	( )	( )	( )
Preliminary Engineering	200,000	*	( )	( )	50,000	Bal	250,000
Construction Engineering	( )	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 200,000</b>		<b>\$</b>		<b>\$ 50,000</b>		<b>\$ 250,000</b>

\*80% High Priority Funds nte \$200,000

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

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

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

**Local Agency Appropriation**

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

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

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

METHOD B—\_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C—LA's Share Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

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

**IT IS MUTUALLY AGREED:**

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

**ADDENDA**

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Name Michael Sweeney

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

Signature 

Date 4-18-06

TIN Number 37-6001569

**APPROVED**

State of Illinois  
Department of Transportation

Timothy W. Martin, Secretary

Date \_\_\_\_\_

Milton R. Sees, Director of Highways/Chief Engineer

Ellen Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

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

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 Kevin Reeser in case SU-06-04, parcel (part of) 22-36-400-006. He is requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner on a five acre property which is part of the SE ¼ of Section 36, Township 23N, Range 3E of the 3<sup>rd</sup> P.M.; and is located in Old Town Township at 8140 N 2400 East Road, Le Roy, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 4, 2006 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 five acre property is vacant and is in pasture. The property has 1,331 feet of frontage on the west side of 2400 East Road, an oil and chip road 20 feet in width. The property is sloping and drains to the south.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District. The property to the north and south is in crop production. Single family residences are located to the east and west.

**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 115 out of 175 points. The total LESA score was 214 points out of 300. A score of below 224 points and 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 applicant is the son of the owner of the original agriculture tract from which this property is being set aside.
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 proposed dwelling for the son of the owner of the agricultural tract from which this parcel is being set aside is compatible with uses in the vicinity.
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 applicant is the son of the owner of the farm from which this property is being set aside.
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 that has been approved by the County Health Department. The property has 1331 feet of frontage on the west side of 2400 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 at the proposed entrance. The applicant has obtained approval from the Dawson Township Road Commissioner for the proposed 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 one of the initial occupants of the proposed dwelling is the applicant. The application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, the applicant is the son of the owner of the farm from which the lot is being set aside.

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, provided one of the initial occupants of the proposed dwelling is the applicant..

**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 4<sup>th</sup> day of April 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
David Kinsella  
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 Steidinger in case SU-06-07, parcels 11-23-432-002 & 003. He is requesting a special use to allow a Trucking Facility in the Commercial District with a waiver of the following requirements: All off street parking; front side and rear setback, to allow the proposed building to be zero feet from the front rather than 40 feet, zero feet from the side rather than 5 feet, and 10 feet from the rear rather than 20 feet; to allow floor area ratio to be 80% rather than 35%; to allow the facility to be 30 feet from a residence district rather than 300 feet; on property which is in the Village of Cropsey Plat, Block 7, Lots 7 & 8 and 5 feet of Lot 9 in Section 23, Township 25N, Range 6E of the 3<sup>rd</sup> P.M.; and located in Cropsey Township immediately southeast of Main Street and approximately 100 feet south of Yates Street.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 4, 2006 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 .25 acre property is along Main Street in Cropsey, was burned on March 3, 2006 and the applicant wants to rebuild it in the same location it was previously. The property is relatively flat and drains to the south. The property has approximately 105 feet of frontage on the south side of Main Street which is an asphalt road 22 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the Commercial District and is surrounded by land in the Commercial District. The land to the north across Main Street is occupied by a grain elevator. Single family residences are located to the south across an alley. The township fire station is located to the east. The Cropsey Township building is located to the west.

**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 owns a trucking business and farms approximately 600 acres in the Cropsey area. The applicant hauls grain, rock, lime, and other products with his trucks. The applicant's building that was used for the trucking business was recently destroyed by fire. The applicant would like to rebuild in the same place. In order to obtain a building permit, the applicant is required to obtain approval of a special use permit. The proposed building will be zero feet from the front rather than 40 feet, zero feet from the side rather than 5 feet, and 10 feet from the rear rather than 20 feet as required; will have a floor area ratio of 80% rather than 35%; and the proposed facility will also be 30 feet from a residence district rather than 300 feet as required. The applicant has been operating a trucking operation at this location for

many years which is 30 feet from the R-1 District, and it appears to have minor negative impact on the R-1 properties.

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 located adjacent to other commercial properties in the unincorporated Village of Cropsey. The applicant is proposing to build a building that will be similar in appearance to the buildings on adjacent properties. The Octavia Fire Protection District Station at Cropsey is located immediately adjacent to the subject property and the Octavia Fire Protection District passed a motion at their meeting on March 20, 2006 to support this special use application.
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 surrounding properties that are in the Commercial District 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 will be served by a public water supply and septic system approved by the County Health Department. Since the property is relatively small, the septic tank will drain to a holding tank that will need to be periodically emptied. The property has 105 feet of frontage on the south side of Main Street. The applicant proposes to park vehicles in the building, on the street, and on other properties in Cropsey as they have for many years.
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 be accessing this property from Main Street. The applicant has received an entrance permit from the Cropsey 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 C-Commercial District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the C-Commercial 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 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.

Therefore this Board recommends that a special use be granted on the property described above to allow a Trucking Facility in the Commercial District with a waiver of the following requirements:

All off street parking; front side and rear setback, to allow the proposed building to be zero feet from the front rather than 40 feet, zero feet from the side rather than 5 feet, and 10 feet from the rear rather than 20 feet; to allow floor area ratio to be 80% rather than 35%; to allow the facility to be 30 feet from a residence district rather than 300 feet as required.

**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 4<sup>th</sup> day of April 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
David Kinsella  
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 Joe Kieser for owner Ron Fitchhorn in case SU-06-08, parcels 27-31-400-005, 007 & 008. He is requesting a special use to allow an agricultural processing facility in the Agriculture District on property which is in the SE ¼ of Section 31, Township 22N, Range 1E of the 3<sup>rd</sup> P.M.; and is located in Funks Grove Township at 2390 N 675 East Road, McLean, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 5, 2006 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 3.2 acre property is used primarily for grain storage and grain drying; a machine shed is also located on the property. The applicant proposes to set these farm buildings on a separate parcel apart from the farm and the farm dwelling. A special use is required to allow a grain processing operation on a separate tract from the farm dwelling or a separate tract from the farm acreage. The family of the applicant farms several thousand acres in the community and needs this agricultural processing facility for their farming operation. With the trend toward larger farm operations on land not owned by farmers, there is a growing demand for grain storage and grain drying facilities on separate tracts from a farm dwelling and from farm acreage. A two lot subdivision plat, Fitchhorn Subdivision, has concurrently been submitted for approval to the County Board. Since two sheds and a grain bin are too close together to allow proper side yard setbacks on separate lots (one lot for the residence and one lot for the grain processing facility), a variance was proposed in case ZV-06-04. The Zoning Board of Appeals approved this variance on April 5, 2006.

The property is relatively flat and drains to the north. The property has 323 feet of frontage on the west side of 675 East Road which is an oil and chip road 18 feet in width.

**SURROUNDING ZONING AND LAND USE** – The property is in the Agriculture District, is surrounded by land in the Agriculture District and is surrounded by land 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.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 114 out of 125 points. The site assessment score was 130 out of 175 points. The total LESA score was 244 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

**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 proposes

to divide a 3.2 acre tract for a machine shed and grain bins and a 1.4 acre tract for a single family dwelling with two detached buildings apart from an 80 acre farm. The owners of the property, Ronald and Yvonne Fitchhorn, intend to continue living in the house on one parcel and propose to sell the grain bins and farm acreage on two separate parcels. The continuation of the agricultural processing on a separate tract with the proposed additional grain bins will not negatively impact other properties in the area. Permits for additional buildings will be obtained within five years.

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 that is currently in 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. 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 can be met. The property has 323 feet of frontage on the west side of 675 East Road. The County Health Department has approved a permit for the septic system on the residential property.
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. The applicant has obtained an entrance permit from the Funks Grove 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, provided a two lot subdivision for the property is approved by the County Board, provided permits for additional grain bins shown on the plans are obtained within five years and provided 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.

Therefore this Board recommends that a special use be granted on the property described above to allow an agricultural processing facility in the Agriculture District provided the stipulations listed above.

**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 5<sup>th</sup> day of April 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
\_\_\_\_\_  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
David Kinsella  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Dale Williamson

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 Eric Funk for owner David Park in case SU-06-09, parcel (part of) 34-03-200-003. He is requesting a special use to allow an agricultural processing facility in the Agriculture District on property which is in the NE ¼ of Section 03, Township 2N, Range 1E of the 3<sup>rd</sup> P.M.; and is located in Funks Grove Township immediately south of U.S. Route 136 approximately 1/8 mile east of 950 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 5, 2006 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 10 acre property is proposed to be for grain storage, grain drying and fertilizer storage. A special use is required for an agricultural processing operation where it is not on a tract with a single family dwelling or where it is not on a farm acreage of at least 40 acres. The applicant farms several thousand acres in the community and needs this agricultural processing facility for their farming operation. With the trend toward larger farm operations on land not owned by farmers, there is a growing demand for grain storage and grain drying facilities on separate tracts from farm dwellings and farm acreage.

The property is relatively flat and drains from the center to the south, east and west. The property has 660 feet of frontage on the north side of U.S. Highway 136 which is an asphalt road 25 feet in width.

**SURROUNDING ZONING AND LAND USE** – The property is in the Agriculture District, is surrounded by land in the Agriculture District and is surrounded by land 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 proposes to build a grain handling facility in the Agriculture District on 10 acres. David Park farms with Eric Funk approximately 2,000 acres within five miles of the proposed facility. They need a place to store and dry their grain at a location central to their farming operation that is located on a road that can handle semi trucks that weigh up to 80,000 pounds and at a location that can meet safe sight distance requirements where trucks access the highway. They are proposing to build two bins with a capacity of 209,000 bushels each; they propose to increase the grain storage capacity up to 900,000 bushels within five years. The storing and drying of grain is considered to be accessory to agriculture and therefore compatible with agricultural uses according to the Zoning Ordinance. The applicant indicated that the drying fans will be directed away from the nearby residences and that the fans would be identical to the ones at one of their existing grain storage facilities. A resident who lives near these existing driers indicated that his residence is 75 feet

from these grain bins and the sound from these fans can hardly be heard at that distance from his home.

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 east, west and south that is currently in crop production will continue to be desirable for such use. The applicant proposes to build a gravel drive for the proposed facility and will provide dust control at the site. The nearest residence is over 500 feet from the proposed facility; nearby residents indicated that the proposed facility will impinge upon their view of the countryside and that it is proposed to be too large. It was indicated that the grain legs that are located above the grain bins that are used to distribute grain to the bins are as high as 145 feet above the ground. A nearby resident requested that the size of the proposed facility be restricted.

The Agricultural Nuisance Disclaimer in Section 501.2 of the Zoning Ordinance states the following: "Properties within the Agriculture District are located in an area where land is used for commercial agricultural production. Owners, residents, and other users of property in the Agriculture District or neighboring property may be subjected to inconvenience, discomfort, and the possibility of injury to property and health arising from normal and accepted agricultural practices and operations, including but not limited to noise, odors, dust, the operation of machinery of any kind, including aircraft, the storage and disposal of manure, the application of fertilizers, soil amendments, herbicides, and pesticides. Therefore, owners, occupants and users of property within the Agriculture District should be prepared to accept such inconveniences, discomfort and possibility of injury from normal agricultural operations, and are hereby put on official notice that the state Right-to-Farm Law may bar them from obtaining a legal judgment against such normal agricultural operations."

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 660 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 proposed entrance. The applicant will need to obtain an entrance permit from the Illinois Department of Transportation (IDOT) for the proposed use.
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. The intent of the Agriculture District as stated in Section 501.1.D. states the following: "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial and industrial areas is most desirable." This location was found to be centrally

located in the agricultural area the applicant farms and at a location where access to an all weather road that is designed and built to carry 80,000 pound loaded semi trucks.

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 facility is limited in storage capacity to no more than 450,000 bushels, that dust control be provided, provided fertilizer storage is limited to an anhydrous tank with a maximum of 30,000 gallons, provided that the Illinois Department of Transportation allows the existing farm entrance to be used for the proposed facility and provided 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.

Therefore this Board recommends that a special use be granted on the property described above to allow an agricultural processing facility in the Agriculture District provided the stipulations listed above.

**ROLL CALL VOTE** - The roll call vote was five members for the motion to recommend granting, Kinsella, Finnigan, Elble Hoffman Williamson and two members were opposed, Rudolph and Zimmerman.

Respectfully submitted this 5<sup>th</sup> day of April 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
David Kinsella  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Dale Williamson

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
Gaddy Subdivision First Addition, File S-06-06

WHEREAS, Charlotte and Terry Gaddy have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Gaddy Subdivision First Addition, file number S-06-06, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Charlotte and Terry Gaddy have subdivided two lots for the construction of two single family dwellings; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

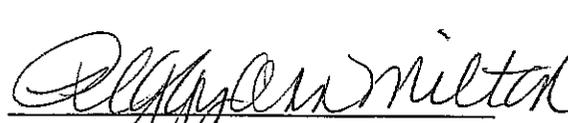
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said waiver and final plat for the aforesaid Gaddy Subdivision First Addition be and hereby are approved.

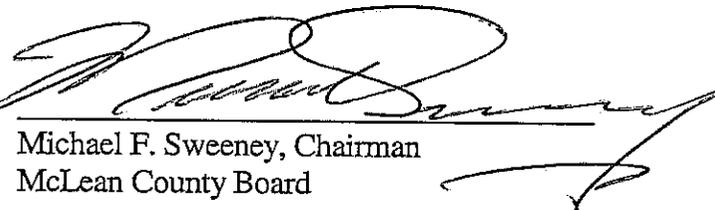
Adopted by the County Board of McLean County, Illinois this 18<sup>th</sup> day of April, 2006

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk  
McLean County, Illinois



Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

AMENDED SUBDIVISION STAFF REPORT  
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-06-06

1. REFERENCE

- a. Meeting date: April 6, 2006
- b. Subdividers' names: Charlotte and Terry Gaddy
- c. Subdivision name: Gaddy Subdivision First Addition

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 26011 & 26013 N 1925 East Road, Lexington, IL 61753
- b. Township: Gridley Township
- c. Parcel Number: Parts of 02-32-400-007 & 008
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for the Gaddy Subdivision First Addition
- f. Existing land use: Wooded

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Lot 1 is three acres in area; Lot 2 is three acres in area. The applicants are creating two lots that are proposed to have single family dwellings built on them for two of Mr. Terry Gaddy's children who are Mrs. Charlotte Gaddy's grandchildren. These lots will meet the requirements of the Zoning Ordinance to have single family dwellings placed on them based on the criterion that the land is undesirable for crop production.
- b. County Health Department: The County Health Department has approved the amended plat and now recommends that the final plat be approved.
- c. County Highway Department: Highway Department Staff has reviewed the final plat of the Gaddy Subdivision First Addition and recommends approval of the waiver of preliminary plan requirements, the final plat and approves the use of an existing entrance for the proposed lots to County Highway 29.

Staff recommends that the waiver of preliminary plan requirements and the Gaddy Subdivision First Addition final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
Fitchhorn Subdivision, File S-06-07

WHEREAS, Ronald and Yvonne Fitchhorn have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Fitchhorn Subdivision, file number S-06-07, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Ronald and Yvonne Fitchhorn have subdivided from their farm property two lots containing a farm dwelling on one lot and grain storage and grain drying bins with a machine shed on the other lot; and

WHEREAS, the County Health Department has issued a permit for a septic system on the proposed residential lot; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

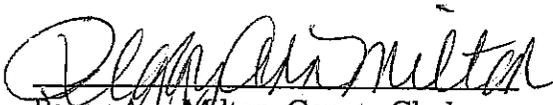
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

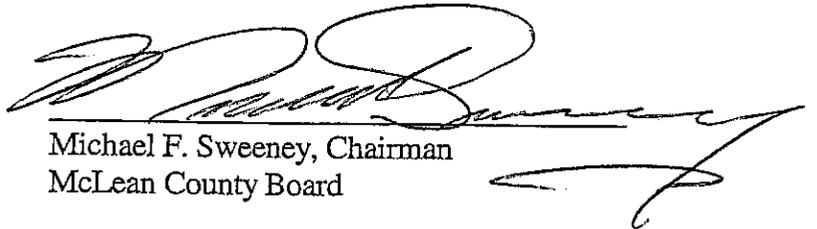
BE IT ORDAINED that the said waiver and final plat for the aforesaid Fitchhorn Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 18<sup>th</sup> day of April, 2006

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

AMENDED SUBDIVISION STAFF REPORT  
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-06-07

1. REFERENCE

- a. Meeting date: April 6, 2006
- b. Subdividers' names: Ronald & Yvonne Fitchhorn
- c. Subdivision name: Fitchhorn Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 2390 & 2418 N 675 East Road, McLean, IL 61754
- b. Township: Funks Grove Township
- c. Parcel Number: Parts of 27-31-400-005, 007 & 008
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for the Fitchhorn Subdivision
- f. Existing land use: Farm dwelling, grain storage and drying bins, machine shed and crop production

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Lot 1 which contains a dwelling is 1.39 acres in area; Lot 2 which contains grain bins, a shed and crop production is 3.19 acres in area. The applicant has an application on file for a special use in case SU-06-08 to allow the grain storage and drying bins to be located on a separate parcel (Lot 2). The applicant also has an application on file for a variance in case ZV-06-04 in side yard requirements to allow two existing sheds and an existing grain bin to be as close as eight feet from a property line rather than 20 feet as required. The variance is necessary in order to divide the residential tract from the farm buildings since there is not enough separation between the buildings to provide the required setbacks.
- b. County Health Department: Has approved a permit for a septic system on the proposed residential lot – this was approved after the meeting of the Land Use Committee.
- c. County Highway Department: Highway Department Staff has reviewed the final plat of the Fitchhorn Subdivision and recommends approval of the waiver of preliminary plan requirements and the final plat; the Funks Grove Township Road Commissioner has approved two entrances to the proposed subdivision.

Staff recommends that the waiver of preliminary plan requirements and the Fitchhorn Subdivision final plat should be approved.

Respectfully submitted,

  
Philip Dick, AICP, Director

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
Pedersen Woods Subdivision, File S-06-08

WHEREAS, Mark Freed has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Pedersen Woods Subdivision, file number S-06-08, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Mark Freed has subdivided one lot from his farm property on which to allow the construction of a single family dwelling as allowed in the Zoning Ordinance on land undesirable for agricultural uses; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

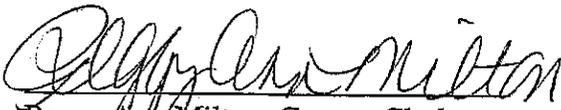
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said waiver and final plat for the aforesaid Pedersen Woods Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 18<sup>th</sup> day of April, 2006

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

**SUBDIVISION STAFF REPORT**  
**LAND USE AND DEVELOPMENT COMMITTEE**

CASE NUMBER S-06-08

1. REFERENCE

- a. Meeting date: April 6, 2006
- b. Subdivider's name: Mark Freed
- c. Subdivision name: Pedersen Woods Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

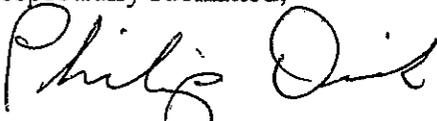
- a. Property location: 29725 E 2100 North Road, Colfax, IL 61728
- b. Township: Lexington Township
- c. Parcel Number: Part of 09-25-400-013
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Pedersen Woods Subdivision
- f. Existing land use: Vacant – wooded and pasture

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: 2.76 acres in area. This lot will meet the requirements of the Zoning Ordinance to have a single family dwelling placed on it based on the criterion that the land is undesirable for crop production.
- b. County Health Department: Recommends approval of the proposed subdivision plat.
- c. County Highway Department: Highway Department Staff has reviewed the final plat of the Pedersen Woods Subdivision and recommends approval of the waiver of preliminary plan requirements and the final plat; the Lexington Township Road Commissioner has approved an entrance to the proposed subdivision.

Staff recommends that the waiver of preliminary plan requirements and the Pedersen Woods Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

RESOLUTION of the McLEAN COUNTY BOARD  
PROCLAIMING THE WEEK OF APRIL 23 – 29, 2006 AS  
NATIONAL COUNTY GOVERNMENT WEEK

WHEREAS, County government first appeared in Colonial America, making this form of government older than the Republic itself; and,

WHEREAS, over the last century, the responsibilities of County government have grown enormously; and,

WHEREAS, County government is primarily responsible for planning for disasters and working with federal, state and local government and multiple community organizations to respond to natural and man-made disasters; and,

WHEREAS, County government provides services that help to keep families healthy, repair bridges and roads, care for the elderly, protect residents from crime, and provide recreational opportunities; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to acknowledge and recognize the many vital services provided by County offices and departments to the communities and residents of the County; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby acknowledges and recognizes the many vital services provided by County offices and departments to the communities and residents of the County.
- (2) The McLean County Board hereby declares and proclaims the week of April 23 - 29, 2006 as National County Government Week in McLean County.

ADOPTED by the McLean County Board on the 18<sup>th</sup> day of April, 2006.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

AN AMENDMENT to the  
McLEAN COUNTY PERSONNEL POLICIES AND PROCEDURES ORDINANCE  
APPROVING and ADOPTING POLICY GOVERNING  
McLEAN COUNTY OFFICIAL/EMPLOYEE PROCUREMENT CARDHOLDER  
AGREEMENT

WHEREAS, McLean County provides certain County offices and departments a Commerce Bank Corporate Procurement Card (hereinafter the "Procurement Card"), which can be used to make purchases and pay for authorized expenses incurred when conducting County business; and,

WHEREAS, a County official or an employee may be provided with the Procurement Card to use to complete a County authorized purchase either in person or via the Internet or to pay for authorized expenses incurred when conducting County business; and

WHEREAS, it is the policy of the McLean County Board to prohibit the usage of the Procurement Card for personal use by a County official or employee; and,

WHEREAS, it is the policy of the McLean County Board to require that every County official and employee who may be provided with use of the Procurement Card sign the McLean County Official/Employee Procurement Cardholder Agreement; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, April 4, 2006, recommended approval of the attached McLean County Official/Employee Procurement Cardholder Agreement, now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that the McLean County Personnel Policies and Procedures Ordinance shall be amended as follows:

- (1) The McLean County Board hereby limits use of the Procurement Card to complete a County authorized purchase or to pay for authorized expenses incurred when conducting County business.
- (2) The McLean County Board hereby prohibits using the Procurement Card for personal use by a County official or employee.
- (3) The McLean County Board hereby requires that every County official and employee who may be provided with use of the Procurement Card must sign the McLean County Official/Employee Procurement Cardholder Agreement, which is attached to this Amendment and, by reference, is hereby made a part of this Amendment.

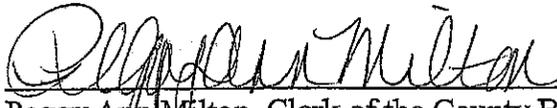
(2)

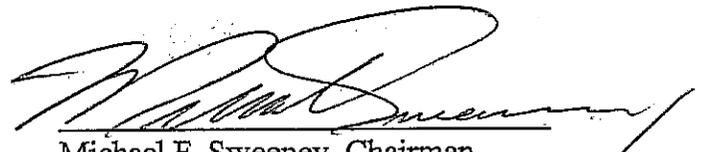
- (4) The McLean County Board hereby directs the County Clerk to provide a certified copy of this Resolution to the County Auditor, County Treasurer, First Civil Assistant State's Attorney and the County Administrator.

ADOPTED by the McLean County Board this 18<sup>th</sup> day of April, 2006.

ATTEST:

ADOPTED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

## McLEAN COUNTY OFFICIAL/EMPLOYEE CARDHOLDER AGREEMENT

My department has obtained a Commerce Bank Corporate Procurement Card (hereinafter the "Card"). In consideration of my being authorized to utilize the Card, I agree to comply with the following terms and conditions regarding its use.

1. I understand that I am being entrusted with a valuable tool - a corporate purchasing card. I will be making financial commitments on behalf of McLean County. I will be diligent in trying to obtain the best value when using the Card. I understand that when I use this Card, McLean County will be liable to Commerce Bank for all charges made.
  
3. I agree to use this Card for approved purchases only. Misuse or abuse of the Card will result in the revocation of my privileges to use the Card and appropriate disciplinary action being taken against me, which may include termination and/or referral to the appropriate law enforcement authorities. I understand and agree that such misuses or abuses of the Card shall include, but are not limited to:
  - Purchasing items for personal use;
  - Using the Card for unauthorized travel and/or entertainment expense;
  - Failure to return the Card when I have been reassigned, relocated or transferred;
  - Failure to submit, in a timely manner, proper documentation and receipts with each monthly statement;
  - Using the card to obtain cash in lieu of a credit to the purchasing card account;
  - Using the card to purchase alcoholic beverages or any substance, material, or service which violates the policies, regulations, laws and/or ordinances of McLean County, State law or Federal law;
  - Allowing use of the card by an unauthorized individual (only those individuals that have signed this Cardholder Agreement are considered "Authorized Users");
  - Failing to provide, when requested, information about any specific purchase;
  - Not adhering to all of McLean County's Purchasing Card Program User Guidelines (attached).
  
4. I acknowledge that I have been given a copy of the McLean County's Purchasing Card Program User Guidelines and agree that they are incorporated into this Agreement by reference.
  
5. I agree that if I violate the terms of this Agreement, I shall reimburse McLean County for all charges incurred and any fees related to the collection of those charges.
  
6. I agree to return the Card immediately upon the request of the McLean County Auditor or upon termination of employment (including retirement), and/or an organizational change in my department.

7. If the Card is lost or stolen, I agree to promptly notify the McLean County Auditor at 1-309-888-5151, Commerce Bank at 1-800-892-7104, Visa at 1-800-847-2911 and will be prepared to provide information in writing or by fax to 1-816-234-2977, if requested. I understand that a replacement card may take seven to ten days to arrive.

\_\_\_\_\_  
Official/Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department

\_\_\_\_\_  
Department Supervisor Signature  
(if applicable)

\_\_\_\_\_  
McLean County Auditor

**Departmental Monthly Limit:** \$ \_\_\_\_\_

Other Restrictions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROPRIATION TRANSFER ORDINANCE  
AMENDING THE McLEAN COUNTY FISCAL YEAR 2006  
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, the following transfer of appropriated monies has been reviewed and approved by the appropriate Committee; and,

WHEREAS, such transfer of funds does not affect the total amount appropriated in any fund; and,

WHEREAS, it is deemed desirable that the following transfer of funds be hereby authorized and approved, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now meeting in regular session, as follows:

- (1) That the following transfer of funds be made and authorized:

From:

General Fund Unencumbered Fund Balance 0001 0301 0001	\$ 2,500.00
--	-------------

To:

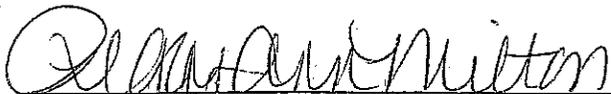
Payroll Fund Checking Account Balance 0604 0001 0001	\$ 2,500.00
---	-------------

- (2) That the County Clerk provide a certified copy of this Ordinance to the County Auditor and the County Treasurer.

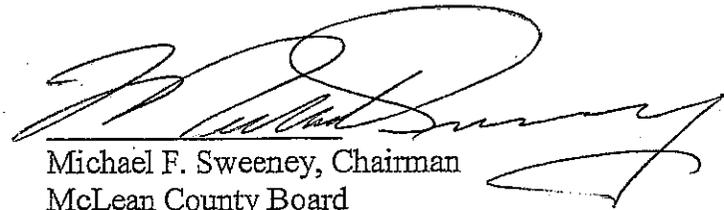
ADOPTED by the McLean County Board this 18th day of April, 2006.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

STATE OF ILLINOIS

COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF LAWRENCE A. HEACOCK  
AS A TRUSTEE OF THE  
BELLFLOWER FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of Lawrence A. Heacock as a Trustee of the Bellflower Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

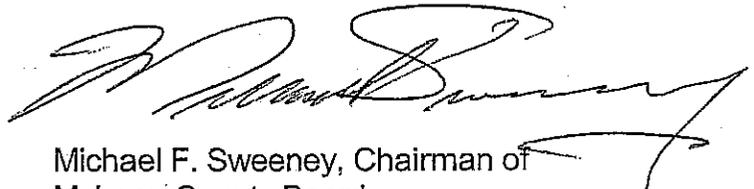
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Lawrence A. Heacock, as a Trustee of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2009 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 Lawrence A. Heacock and Darrell Hartweg, Attorney for the District.

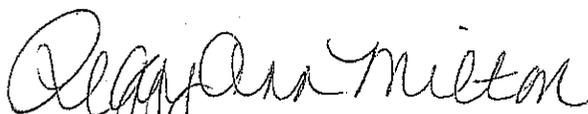
ADOPTED by the County Board of McLean County, Illinois, this 18th day of April, 2006.

APPROVED:



Michael F. Sweeney, Chairman of  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF McLEAN        )

A RESOLUTION FOR REAPPOINTMENT OF PAUL D. BROWN  
AS A TRUSTEE OF THE  
BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT

WHEREAS, due to the expiration of term of Paul D. Brown as a Trustee of the Bloomington-Normal Water Reclamation District, it is advisable to consider a reappointment to this position; and,

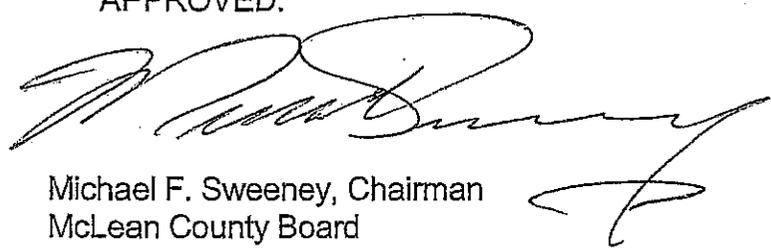
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 2805/3 and 70 Illinois, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Paul D. Brown as a Trustee of the Bloomington-Normal Water Reclamation District for a three year term scheduled to expire on the first Monday in May, 2009 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 reappointment to Paul D. Brown and Peter Brandt, Attorney for the District.

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

e:\ann\apt\bnwr\_brown.res

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF McLEAN     )

SS

A RESOLUTION FOR REAPPOINTMENT OF FRED GENT  
AS A TRUSTEE OF THE  
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of Fred Gent as a Trustee of the Carlock Fire Protection District, it is advisable to consider a reappointment to this position; and,

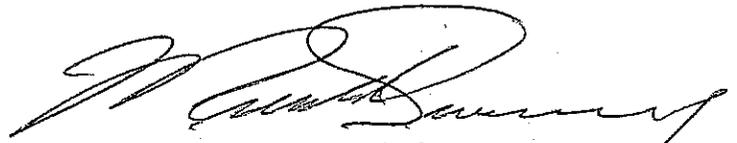
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Fred Gent as Trustee of the Carlock Fire Protection District for a term of three years to expire on April 30, 2009 or until a successor shall have been qualified and appointed.

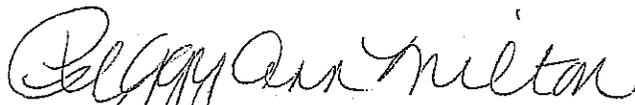
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Fred Gent and William Wetzel, Attorney for the District.

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

e:\ann\apt\fd\_gent.res

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF McLEAN        )        SS

**A RESOLUTION FOR REAPPOINTMENT OF DONALD AUGSBURGER  
AS A TRUSTEE OF THE  
CHENOA FIRE PROTECTION DISTRICT**

**WHEREAS**, due to the expiration of term on April 30, 2006 of Donald Augsburger as a Trustee of the Chenoa Fire Protection District, it is advisable to consider an appointment to this position; and,

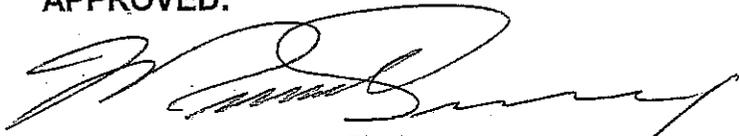
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the remainder of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**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 Donald Augsburger as a Trustee of the Chenoa Fire Protection District for a term of three years to expire on April 30, 2009 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 Donald Augsburger and Al Freehill, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 18<sup>th</sup> day of April, 2006.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

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

e:\ann\apt\fd\_Augsburger.res

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF McLEAN     )

SS

A RESOLUTION OF REAPPOINTMENT OF LOUISE REEVES  
AS A TRUSTEE OF THE CLEARVIEW SANITARY DISTRICT

WHEREAS, due to the expiration of term of Louise Reeves as Trustee of the Clearview Sanitary District, it is advisable to consider a reappointment to this position; and

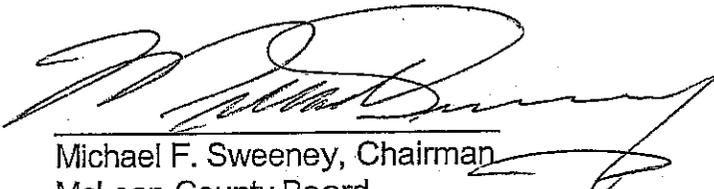
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill the three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

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 Louise Reeves as a Trustee of the Clearview Sanitary District for a three-year term scheduled to expire on the first Monday in May, 2009 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 reappointment to Louise Reeves and Dan Deneen, Attorney of the Clearview Sanitary District.

ADOPTED by the County Board of McLean, County, Illinois this 18h day of April, 2006.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF McLEAN        )        SS

A RESOLUTION FOR APPOINTMENT OF JOHN M. GILLIS  
AS A TRUSTEE OF THE  
DANVERS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of John M. Gillis as a Trustee of the Danvers Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

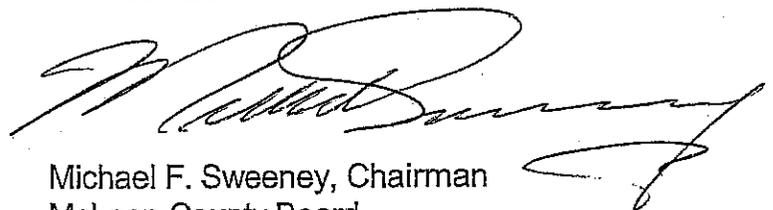
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 M. Gillis as a Trustee of the Danvers Fire Protection District for a term of three years to expire on April 30, 2009 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 M. Gillis and Mark McGrath, Attorney for the District.

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

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

e:\ann\apt\fd\_Gillis.res

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF McLEAN        )

A RESOLUTION FOR REAPPOINTMENT OF JAMES ADAMS  
AS A TRUSTEE OF THE  
DOWNS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of James Adams as a Trustee of the Downs Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

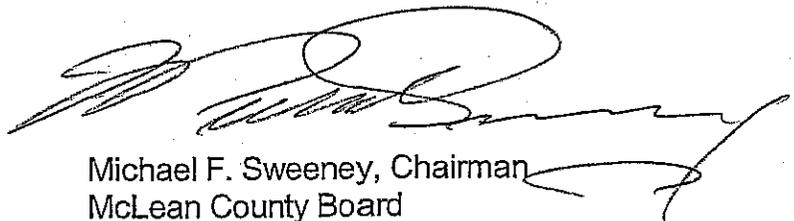
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 James Adams as a Trustee of the Downs Fire Protection District for a term of three years to expire on April 30, 2009 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 reappointment to James Adams and Greg Knapp, Attorney for the District.

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

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 FOR REAPPOINTMENT OF DALE HUSSEMAN  
AS A TRUSTEE OF THE  
HUDSON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of Dale Hussemann as a Trustee of the Hudson Fire Protection District, it is advisable to consider a reappointment to this position; and,

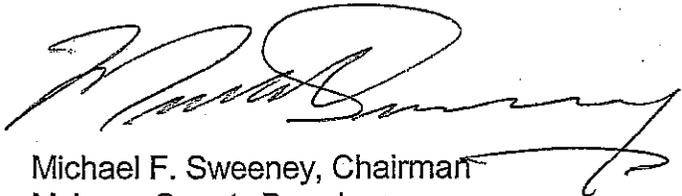
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Dale Hussemann as a Trustee of the Hudson Fire Protection District for a term of three years to expire on April 30, 2009 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 reappointment to Dale Hussemann and Ralph Turner, Attorney for the District.

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

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        )        SS

A RESOLUTION FOR REAPPOINTMENT OF EDWIN EADES  
AS A TRUSTEE OF THE  
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of Edwin Eades as a Trustee of the Octavia Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

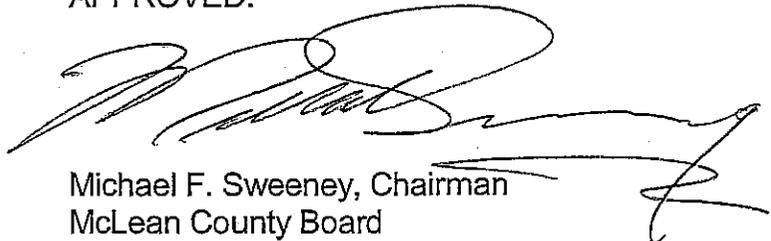
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Edwin Eades as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2009 or until a successor shall have been qualified and appointed.

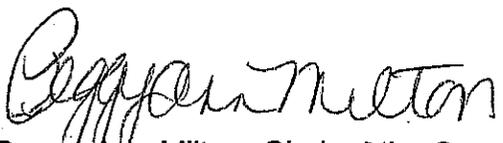
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Edwin Eades.

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

e:\ann\apt\fd\_eades.res

STATE OF ILLINOIS        )  
                                  )       SS  
COUNTY OF McLEAN        )

A RESOLUTION OF REAPPOINTMENT OF KENT PETERSEN  
AS A TRUSTEE OF THE  
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of Kent Petersen as a Trustee of the Octavia Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

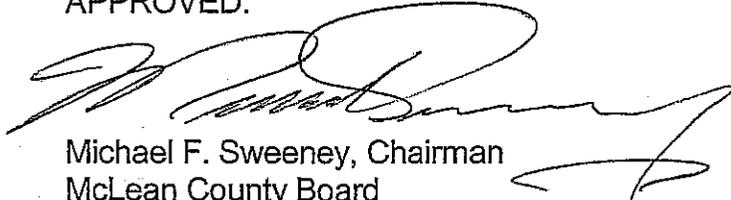
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Kent Peterson as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2009 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 reappointment to Kent Petersen.

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

e:\ann\aptif\_petersen.res

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF McLEAN        )        SS

A RESOLUTION FOR REAPPOINTMENT OF JAMES MURPHY  
AS A TRUSTEE OF THE  
RANDOLPH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of James Murphy as a Trustee of the Randolph Fire Protection District, it is advisable to consider a reappointment to this position; and,

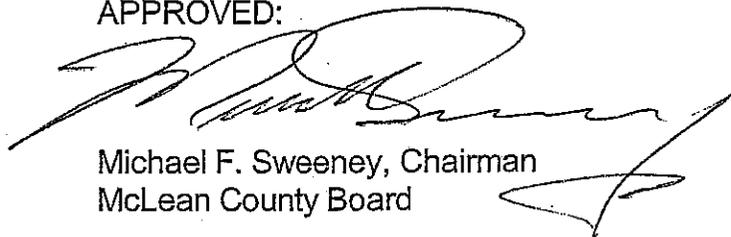
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 James Murphy as a Trustee of the Randolph Fire Protection District for a term of three years to expire on April 30, 2009 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 reappointment to James Murphy and James DePew, Attorney for the District.

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

e:\ann\apt\fd\_murphy.res

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF MARTIN TIPSORD  
AS A TRUSTEE OF THE  
SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of Martin Tipsord as a Trustee of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider a reappointment to this position; and,

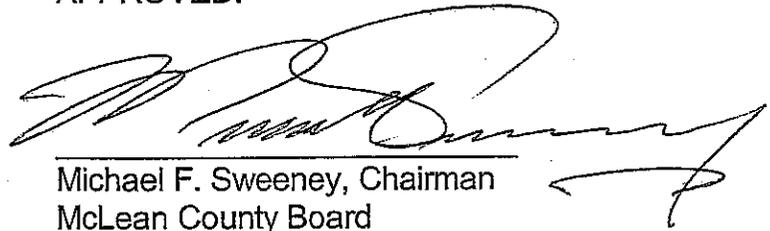
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Martin Tipsord as Trustee of the Saybrook-Arrowsmith Fire Protection District for a term of three-years to expire on April 30, 2009 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 Martin Tipsord.

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

e:\ann\apt\fd\_tipsord.res

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF LARRY SANS  
AS A TRUSTEE OF THE  
TOWANDA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of Larry Sans as a Trustee of the Towanda Fire Protection District, it is advisable to consider a reappointment to this position; and,

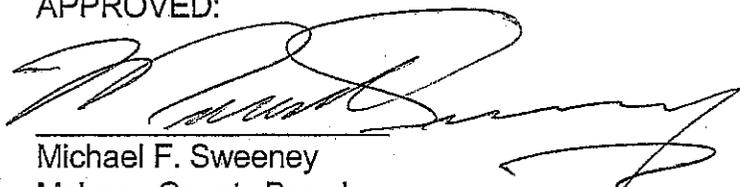
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Larry Sands as Trustee of the Towanda Fire Protection District for a term of three years to expire on April 30, 2009 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 reappointment to Larry Sans and James Sinclair, Attorney for the District.

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

APPROVED:

  
Michael F. Sweeney  
McLean County Board

ATTEST:

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

e:\ann\aptfd\_sans.res

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF McLEAN    )

A RESOLUTION FOR APPOINTMENT OF J. JAY ALLEN  
AS A COMMISSIONER OF THE  
BLOOMINGTON-NORMAL AIRPORT AUTHORITY

WHEREAS, due to the expiration of term George Walden as a Commissioner of the Bloomington/Normal Airport Authority, it is advisable to consider an appointment or reappointment to this position; and,

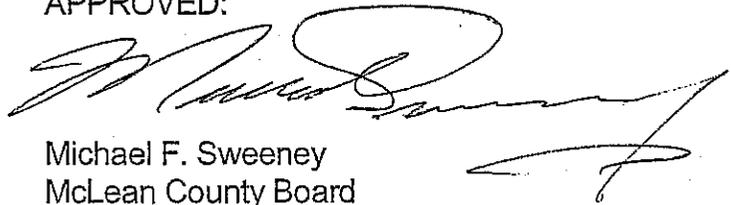
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of J. Jay Allen as a Commissioner of the Bloomington-Normal Airport Authority for a term of five years scheduled to expire on April 30, 2011 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 J. Jay Allen, Steve Wannamacher, the Bloomington-Normal Airport Authority and Mr. William Brandt, Attorney for the District.

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

APPROVED:

  
Michael F. Sweeney  
McLean County Board

ATTEST:

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

STATE OF ILLINOIS        )  
                                  )       SS  
COUNTY OF McLEAN        )

A RESOLUTION OF APPOINTMENT OF CHAD HOFFMAN  
AS A TRUSTEE OF THE  
OCTAVIA FIRE PROTECTION DISTRICT

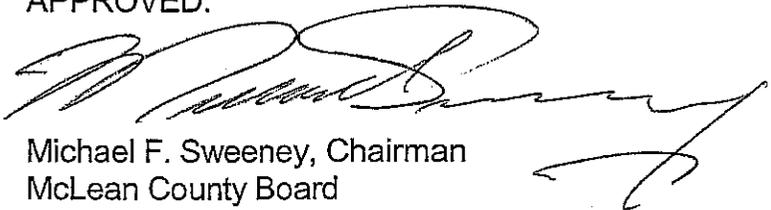
WHEREAS, due to the resignation of Joseph Tracy as a Trustee of the Octavia Fire Protection District, it is advisable to consider an appointment to this position: and.

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-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 appointment of Chad Hoffman as a Trustee of the Octavia Fire Protection District to complete a three year term to expire on April 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 reappointment to Chad Hoffman.

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

APPROVED:  
  
Michael F. Sweeney, Chairman  
McLean County Board

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

e:\ann\apt\Hoffman.res

J. Jay Alien  
1205 Broad Creek Road  
Bloomington, IL 61704  
309-661-1719

## Aviation Resume

### Certificates and Ratings:

- ❑ Airline Transport Pilot Certificate w/Commercial Privileges, Airplane Single and Multi-Engine Land
- ❑ Certified Flight Instructor, Airplane Single and Multi-Engine Land
- ❑ Learjet, Cessna Citation, and Bombardier Challenger Type Ratings

### Experience:

- ❑ 10,000 hours total flight time
- ❑ Flown professionally for over 19 years as a Flight Instructor, Charter Pilot, Chief Pilot and Check Airman for Air Taxi Operations
- ❑ Currently employed by Caterpillar Inc. as a Corporate Pilot
- ❑ 17 years employment with Clark Aviation, Apex Flight Services and Image Air
- ❑ Extensive experience creating Pilot Training Programs, 1600 hours of Flight Instruction
- ❑ Extensive experience working with the Federal Aviation Administration regarding compliance issues, and special events planning and execution
- ❑ Airshow experience as performer, Airboss, FAA Designee, ADO liaison and airshow volunteer
- ❑ Member of Prairie Airshow Board of Directors, member of Prairie Aviation Museum, member of Experimental Aircraft Association Chapter 129, member of the General Aviation Advisory Council
- ❑ Airport hangar tenant for nearly 20 years

### Employment History:

June 2001 to Present – Domestic Captain for *Caterpillar, Inc.* engaging in corporate flight operations. I support Caterpillar executives' travel needs by flying our corporate airplanes to a wide variety of destinations including the United States, Canada, Mexico, Europe, South America and the Caribbean. Coupled with proficient pilot skills and knowledge, my employer requires integrity, propriety, accountability, team building and leadership skills. Aircraft flown are the Cessna Citation Encore and the Bombardier Challenger 601-3R.

August 1990 to June 2001 - Chief Pilot and Check Airman for *Image Air LLC*. Responsible for the hiring, training, and deploying pilots as well as flying the line as a Captain for Air Taxi Operations under FAR 135. Responsibilities included Instructor Pilot for Air Taxi/Air Ambulance, Check Airman and FAA compliance duties requiring extensive knowledge of the Federal Aviation Regulations, training requirements, and training programs as well as oversight of the Flight Instructors. A variety of aircraft flown include multi-engine jet, multi and single-engine turboprops, multi and single-engine reciprocating engine airplanes for passenger, freight and air ambulance missions.

August 1994 to August 1996 – Line Captain and Training Airman for *Apex Flight Services LLC*. Flying the line for Air Taxi, Air Ambulance and cargo operations in a variety of airplanes for 24 hour, all weather, high-density airport operations. Same aircraft and mission profiles as above primarily including the Learjet 35, 25, and 24, the Beechcraft King Air 200 and 90.

July 1986 to August 1994 – Flight Instructor, Charter Pilot for *Clark Aviation Inc.* Taught primary flight students to fly single engine trainer airplanes. Flew the line as charter pilot in multi-engine airplanes including jets, turboprops and reciprocating engines.

September 1979 to July 1986 – Various jobs unrelated to aviation.

September 1977 to September 1979 – Lineman and Line Chief for *Clark Aviation Inc.* Responsible for fueling, moving, washing and caring for airplanes, hangars and ground support equipment. Also hiring and training Lineman for Aviation Fixed Base Operations.

# McLean County Board Appointment Application

## Octavia Fire District Board

Name: Chad Hoffman  
Address: 33995 E 1900 N Rd  
Colfax, IL 61728  
Phone: 309-838-4929

Education: Octavia High School                      Graduation Date: May 1984  
University of Illinois                      Aug. 1984 - May 1987  
University of Kentucky                      Aug. 1987 - Dec. 1989                      B.S. Degree

Notables: Deans List – University of Illinois  
Deans List – University of Kentucky  
AGR Fraternity

Employment: Genex Cooperative Inc. . 100 MBC Drive    Shawano, WI 54166  
715-526-2141

Feb. 1, 1993 to the present

Current Boards Serving: 1) State of Illinois – Illinois Beef Expo Board of Directors  
2) Illinois Angus Association - Board of Directors 2000 - 2006  
President – 2004-2005  
Vice President 2003-2004

I would appreciate the opportunity to serve on the Octavia Fire District Board. With my diverse background and experiences, I will put forth my energy to improve the status of the district. I would like to follow my father's lead of serving on local boards. My father has served on the Octavia School Board, Belle Prairie Insurance Board, and Martin Township Board. Your consideration of my application is greatly appreciated.

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

### EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman, stated that the Executive Committee had no items for action and their General Report and minutes of other meetings were on pages 61-75.

JUSTICE COMMITTEE:

Member Renner, Chairman, presented the following:

**ORDINANCE REGULATING THE GRANTING OF  
PERMITS FOR PYROTECHNIC DISPLAY FIREWORKS  
AND CONSUMER FIREWORKS DISPLAYS**

WHEREAS, Public Act 94-0658 authorizes County Boards to adopt reasonable rules and regulations for the granting of permits for pyrotechnic and consumer fireworks displays in the unincorporated areas of the county; and

WHEREAS, the County Board of McLean County, Illinois deems it necessary and in the public interest to enact an Ordinance establishing such rules and regulations for the granting of such permits so long as such displays are not hazardous to property or dangerous to any person or persons; now therefore,

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

37.01 Definitions

Sec. 1. Definitions. As used in this Ordinance, the following words shall have the following meanings:

"1.3G fireworks" means those fireworks used for professional outdoor displays and classified as fireworks UN0333, UN0334, or UN0335 by the United States Department of Transportation under 49 *C.F.R.* 172.101.

"Consumer fireworks" means those fireworks that must comply with the construction, chemical composition, and labeling regulations of the U.S. Consumer Products Safety Commission, as set forth in 16 *C.F.R.* Parts 1500 and 1507, and classified as fireworks UN0336 or UN0337 by the United States Department of Transportation under 49 *C.F.R.* 172.101. "Consumer fireworks" shall not include snake or glow worm pellets; smoke devices; trick noisemakers known as "party poppers", "booby traps", "snappers", "trick matches", "cigarette loads", and "auto burglar alarms"; sparklers; toy pistols, toy canes, toy guns, or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive compound are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper or plastic caps that contain less than twenty hundredths grains of explosive mixture; the sale and use of which shall be permitted at all times.

"Consumer fireworks display" or "consumer display" means the detonation, ignition, or deflagration of consumer fireworks to produce a visual or audible effect.

"Consumer operator" means an adult individual who is responsible for the safety, setup, and discharge of the consumer fireworks display and who has completed the training required in 425 *ILCS* 35/2.2.

"Display fireworks" means 1.3G or special effects fireworks or as further defined in the Pyrotechnic Operator Licensing Act. (225 ILCS 227/1 et seq.)

"Lead pyrotechnic operator" means an individual who is responsible for the safety, setup, and discharge of the pyrotechnic display and who is licensed pursuant to the Pyrotechnic Operator Licensing Act. (225 ILCS 227/1 et seq.)

"Person" means an individual, firm, corporation, association, partnership, company, consortium, joint venture, or commercial entity.

"Pyrotechnic display" means the detonation, ignition, or deflagration of display fireworks or flame effects to produce visual or audible effects of a exhibitional nature before the public, invitees, or licensees, regardless of whether admission is charged, and as may be further defined in the Pyrotechnic Operator Licensing Act. (225 ILCS 227/1 et seq.)

### 37.02 Unlawful display of fireworks

It shall be unlawful for any person to display or allow to be displayed consumer fireworks and/or display fireworks in the unincorporated areas of McLean County without a permit.

### 37.03 Pyrotechnic displays

Pyrotechnic displays of display fireworks in the unincorporated areas of McLean County shall be permitted upon compliance with the following conditions:

- A. All persons shall file an application for a pyrotechnic display permit at least 15 days in advance of the date of the pyrotechnic display.
- B. The application for a pyrotechnic display permit shall contain identifying information for the person sponsoring the display, the exact location of the display, the exact date and time of the display, and identifying information for the individual who is the licensed lead pyrotechnic operator supervising the display.
- C. The application shall be accompanied by a certificate of insurance from an insurance company licensed to do business in the State of Illinois evidencing a minimum of \$1,000,000 in liability coverage.
- D. The application shall also be accompanied by a current and valid copy of the lead pyrotechnic operator's license.
- E. The application shall also be accompanied by a written approval letter or permit issued by the chief of the fire department providing fire protection coverage to the area of the display, or his or her designee, in accordance with State law.

- F. After the permit has been granted, the possession, use and display of display fireworks shall be lawful for that purpose only. No permit granted hereunder shall be transferable.
- G. No permit shall be required for supervised displays of State or County fair associations.
- H. Applicant shall pay a fee in the amount of \$25.00 plus a Clerk's fee in the amount of \$20.00 to the McLean County Clerk.
- I. Provided that the application requirements have been met by the applicant, a Pyrotechnic Fireworks Display Permit shall be issued by the McLean County Clerk.

37.03 Consumer displays

- A. All persons shall file an application for a consumer display permit at least 15 days in advance of the date of the consumer display.
- B. The application for a consumer display permit shall contain identifying information for the person sponsoring the display, the exact location of the display, the exact date and time of the display, and identifying information for the consumer operator handling the display who shall have received training from a consumer fireworks training class approved by the Office of the State Fire Marshall.
- C. The application shall be accompanied by a certificate of insurance from an insurance company licensed to do business in the State of Illinois evidencing a minimum of \$100,000 per occurrence for bodily injury and property damage.
- D. The application shall also be accompanied by a current and valid copy of written proof that the consumer operator handling the display has received training from a consumer fireworks training class approved by the Office of the State Fire Marshall.
- E. The application shall also be accompanied by a written approval letter or permit issued by the fire chief providing fire protection coverage to the area of the display, or his or her designee, in accordance with State law.
- F. The applicant shall also be subject to a criminal background check as a condition of issuing a permit.
- G. After the permit has been granted, the possession, use and display of display fireworks shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

- H. Applicant shall pay a fee in the amount of \$25.00 plus a Clerk's fee in the amount of \$20.00 to the McLean County Clerk.
- I. Provided that the application requirements have been met by the applicant, a Consumer Fireworks Display Permit shall be issued by the McLean County Clerk.

37.04 Adoption by Reference

The rules and regulations, as may from time to time be amended, for the administration of the Fireworks Use Act (425 ILCS 35/0.01 et. seq.), by the State Fire Marshal, including, but not limited to, National Fire Protection Association (NFPA) 1123 guidelines for outdoor displays, NFPA 1126 guidelines for proximate audience displays, audience proximity distances for consumer display fireworks, and the list of approved consumer fireworks are adopted herein by reference.

37.05 Penalty

Any person violating any provision of this Ordinance shall be guilty of a petty offense punishable by a fine of not to exceed \$500.00.

37.06 Repeal

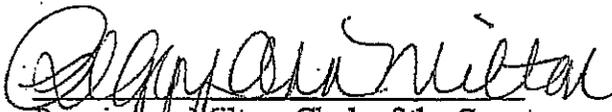
The *Ordinance Regulating the Granting of Permits for the Supervised Display of Fireworks* dated August 15, 1995, is hereby repealed.

Adopted this 18<sup>th</sup> day of April, 2006.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

Members Renner/O'Connor moved the County Board approve a Request for Approval of an Ordinance Regulating the Granting of Permits for Pyrotechnic Display Fireworks and Consumer Fireworks Displays – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**STATE OF ILLINOIS**  
**SECOND RENEWAL AND AMENDMENT**  
**OF THE CONTRACT**  
between the  
**DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES**  
and  
**MCLEAN COUNTY CLERK OF THE CIRCUIT COURT**  
**Intergovernmental Agreement No. 2005-55-007-K5**

**WHEREAS**, the parties to Intergovernmental Agreement 2005-55-007, acting by and through the Illinois Department of Healthcare and Family Services ("Department") located at 201 South Grand Avenue East, Springfield, Illinois 62703 and the McLean County Clerk of the Circuit Court, ("Contractor") located at 104 West Front Street, Room 404, Bloomington, Illinois, 61702, desire to amend and renew the Agreement, and

**WHEREAS**, the name of the "Illinois Department of Public Aid" was changed to the "Department of Healthcare and Family Services" pursuant to Executive Order 3 (2005); and

**WHEREAS**, pursuant to **Article VIII, Item 8.2 (Amendments)** of the Agreement, the Agreement may be amended or modified by the mutual consent of the parties at any time during its term; and

**WHEREAS**, pursuant to **Article II, Item 2 (Renewals)**, the Agreement may be renewed for additional periods by each party furnishing written notification of such intent;

**NOW THEREFORE**, the Intergovernmental Agreement is amended by replacing all references to the "Illinois Department of Public Aid" or "DPA" with "Department of Healthcare and Family Services" or "HFS", respectively, and the Intergovernmental Agreement is renewed for the period of July 1, 2006 through June 30, 2007 as the second and final renewal of this Intergovernmental Agreement.

All other terms and conditions shall remain in full force and effect. The budget for FY07 will be the same as the budget for FY05. The effective date of this Renewal and Amendment is July 1, 2006 or upon execution, whichever occurs later.

**In Witness Whereof**, the parties have hereunto caused this Amendment and Renewal to be executed by their duly authorized representatives.

**Illinois Department of Healthcare  
And Family Services**

**McLean County  
Clerk of the Circuit Court**

By: \_\_\_\_\_  
Barry S. Maram  
Director

By: \_\_\_\_\_  
Sandra K. Parker, McLean County  
Clerk of Circuit Court

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

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

General Grant Information

<u>Requesting Agency or Department:</u> CIRCUIT CLERK DEPT. 15		<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> DIVISION OF CSE DEPT OF HEALTHCARE/FAMILY SERV		<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 07/01/2006 End: 06/30/2007
<u>Grant Title:</u> INTERGOVERNMENTAL AGREEMENT TITLE IV-D SERVICES		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<u>Grant Total Amount (including match):</u> \$ 35,849.00		<u>Expected Initial Receipt Date:</u>	
<u>Match Amount (if applicable):</u> Required Match :\$ Overmatch: \$		<u>Source of Matching Funds (if applicable):</u> N/A	
<u>Will it be likely to obtain this grant again next FY?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No			

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>1</td> </tr> <tr> <td>Personnel Cost</td> <td>\$ 29,932.32</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$ 7,958.04</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td><b>\$ 37,890.36</b></td> </tr> <tr> <th colspan="2">Additional Expenses</th> </tr> <tr> <td>Subcontractors</td> <td>\$ NONE</td> </tr> <tr> <td>Equipment</td> <td>\$ NONE</td> </tr> <tr> <td>Other</td> <td>\$ NONE</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td><b>\$ NONE</b></td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td><b>\$ 37,890.36</b></td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	1	Personnel Cost	\$ 29,932.32	Fringe Benefit Cost	\$ 7,958.04	<b>Total Personnel Cost</b>	<b>\$ 37,890.36</b>	Additional Expenses		Subcontractors	\$ NONE	Equipment	\$ NONE	Other	\$ NONE	<b>Total Additional Expenses</b>	<b>\$ NONE</b>	<b>GRANT TOTAL</b>	<b>\$ 37,890.36</b>	<u>Description of equipment to be purchased:</u> NONE
	Grant Expense Chart																								
Personnel Expenses	Costs																								
Number of Employees:	1																								
Personnel Cost	\$ 29,932.32																								
Fringe Benefit Cost	\$ 7,958.04																								
<b>Total Personnel Cost</b>	<b>\$ 37,890.36</b>																								
Additional Expenses																									
Subcontractors	\$ NONE																								
Equipment	\$ NONE																								
Other	\$ NONE																								
<b>Total Additional Expenses</b>	<b>\$ NONE</b>																								
<b>GRANT TOTAL</b>	<b>\$ 37,890.36</b>																								
	<u>Description of subcontracting costs:</u> NONE																								
	<u>Other requirements or obligations:</u>																								

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

Responsible Personnel for Grant Reporting and Oversight: CIRCUIT CLERK AND STAFF PREPARE GRANT WORKSHEET EACH MONTH TO SUBMIT TO THE STATE'S ATTN. CHILD SUPPORT UNIT FOR SUBMISSION TO THE STATE OF ILLINOIS.

Chandra K. Parker  
Department Head Signature

3/21/06  
Date

Chandra K. Parker  
Grant Administrator/Coordinator Signature (if different)

3/21/06  
Date

OVERSIGHT COMMITTEE APPROVAL	
_____	_____
Chairman	Date

LAW & JUSTICE CENTER  
104 West Front Street Room 404  
P.O. Box 2420  
Bloomington, IL 61702-2420



**DIVISION OFFICES**  
Criminal: Room 303  
888-5320  
Divorce/Family: Room 404  
888-5305  
Civil: Room 404  
888-5340  
Small Claims: Room 404  
888-5330  
Traffic: Room 303  
888-5310

**SANDRA K. PARKER**  
CLERK OF THE CIRCUIT COURT  
COUNTY OF McLEAN  
(309) 888-5301

MEMORANDUM

TO: McLean County Justice Committee  
FROM: Sandra K. Parker, Circuit Clerk  
DATE: March 14, 2006  
RE: Child Support Enforcement Grant (IV-D Program)

Enclosed please find the Renewal Agreement for the IV-D Grant. As you will recall, the Circuit Clerk, Circuit Court, and State's Attorney each receive funding for the Child Support Enforcement program from the Department of Healthcare and Family Services. This Renewal Agreement only covers the Circuit Clerk's grant.

Funding remains the same as 2005 and 2006 (\$35,849). We fund one position from the grant. Currently the position costs are as follows:

<u>MONTHLY</u>	
Salary	\$2,494.36
FICA	\$ 190.82
IMRF	\$ 214.02
<u>Health</u>	<u>\$ 258.33</u>
<b>Total</b>	<b>\$3,157.53</b>

Total annual cost based on the above figures is \$37,890.36.

It is important to note that the duties of the Clerk under the grant must be performed even if the grant is not renewed. It is also important to consider that the employee in this position also devotes time to Juvenile, Adoption, Divorce, and other cases that are not a part of the IV-D program.

I respectfully request renewal of this agreement. If you have any further questions, please let me know.

Thank you.

SKP/hmc

Division of Child Support Enforcement  
32 West Randolph, Suite 1600  
Chicago, Illinois 60601

Telephone: (312) 793-4448  
TTY: (800) 526-5812  
Facsimile: (312) 793-0878

March 10, 2006

Sandra K. Parker  
Clerk of the Circuit Court  
McLean County  
104 West Front Street, Room 404  
Bloomington, Illinois 61702

**RE: Intergovernmental Agreement 2005-55-007-K5  
Renewal and Amendment**

Dear Ms. Parker:

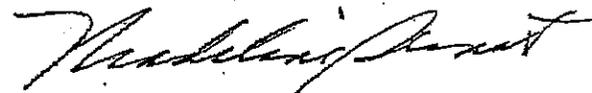
Enclosed please find five (5) copies of the Renewal and Amendment to the Intergovernmental Agreement Amendment 2005-55-007 to renew this Intergovernmental Agreement for state fiscal year 2007 and to amend this Intergovernmental Agreement by changing all references to the Illinois Department of Public Aid or DPA to the Illinois Department of Healthcare and Family Services or HFS, pursuant to Executive Order 3 (2005).

Please sign and return all five (5) copies of the Renewal and Amendment to the Intergovernmental Agreement 2005-55-007; four (4) to be retained by HFS and one (1) to be returned to your office upon execution by HFS. Signed copies should be sent by overnight delivery to the following address:

Sue Balster  
Healthcare and Family Services  
Division of Finance  
509 South 6<sup>th</sup> Street, 5<sup>th</sup> Floor  
Springfield, Illinois 62701

I can be contacted at the above-referenced number or via Email at [aid51fl@mail.idpa.state.il.us](mailto:aid51fl@mail.idpa.state.il.us) should you have any questions regarding the enclosed documents.

Sincerely,



Madeline Bernat, Manager  
Contracts & Fiscal Operations  
Division of Child Support Enforcement

Enclosures

c: Sue Balster, Division of Finance, Healthcare and Family Services

E-mail: [hfswebmaster@illinois.gov](mailto:hfswebmaster@illinois.gov)

Internet: <http://www.hfs.illinois.gov/>

Members Renner/Rackauskas moved the County Board approve a Request for Approval of the Renewal of a Child Support Enforcement Grant (IV-D Program) from the Illinois Department of Healthcare and Family Services – Intergovernmental Agreement No. 2005-55-007-K5 – Circuit Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

STATE OF ILLINOIS

SECOND RENEWAL & AMENDMENT OF THE INTERGOVERNMENTAL AGREEMENT  
between the  
DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
and  
MCLEAN COUNTY OFFICE OF THE CHIEF JUDGE  
INTERGOVERNMENTAL AGREEMENT 2005-55-008-K3

WHEREAS, the Department of Healthcare and Family Services ("Department") located at 201 South Grand Avenue East, Springfield, Illinois 62703 and the McLean County Office of the Chief Judge, ("County") located at the Law and Justice Center, Bloomington, Illinois 61702-2400, desire to renew their Intergovernmental Agreement; and

WHEREAS, pursuant to Article II, Item 2 (Renewals), the Agreement may be renewed for additional periods by each party furnishing written notification of such intent; and

WHEREAS, the name of the "Illinois Department of Public Aid" was changed to the "Department of Healthcare and Family Services" pursuant to Executive Order 3 (2005); and

WHEREAS, pursuant to Article VIII, Item 8.2 (Amendments) of the Agreement, the Agreement may be amended or modified by the mutual consent of the parties at any time during its term;

NOW THEREFORE, the Agreement is renewed for the period of July 1, 2006 through June 30, 2007 as the second and final renewal of this Agreement and is amended by replacing all references to the "Illinois Department of Public Aid" or "DPA" with "Department of Healthcare and Family Services" or "HFS", respectively.

All other terms and conditions shall remain in full force and effect. The budget for FY07 will be the same as the budget for FY05. The effective date of this Renewal and Amendments is July 1, 2006.

In Witness Whereof, the parties have hereunto caused this Renewal to be executed by their duly authorized representatives.

Illinois Department of Healthcare  
And Family Services

McLean County  
Office of the Chief Judge

By: \_\_\_\_\_  
Barry S. Maram  
Director

By: \_\_\_\_\_  
Elizabeth A. Robb  
Chief Judge of Eleventh Judicial Circuit

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

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

APPROVED:

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

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

**McLEAN COUNTY - GRANT INFORMATION FORM**

**General Grant Information**

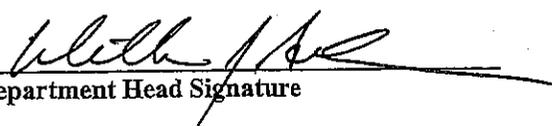
<p><b>Requesting Agency or Department:</b> Circuit Court</p>	<p><b>This request is for:</b>  <input type="checkbox"/> A New Grant  <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant</p>	
<p><b>Granting Agency:</b> IL Healthcare and Family Services</p>	<p><b>Grant Type:</b>  <input type="checkbox"/> Federal, CFDA #:  <input checked="" type="checkbox"/> State  <input type="checkbox"/> Other</p>	<p><b>Grant Date:</b>                  Start: July 1, 2006                  End: June 30, 2007</p>
<p><b>Grant Title:</b> Intergovernmental Agreement 2005-55-008</p>	<p><b>Grant Funding Method:</b>  <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/>  <input type="checkbox"/> Pre-Funded</p>	
<p><b>Grant Total Amount (including match):</b> \$ 33,400.00</p>	<p><b>Expected Initial Receipt Date:</b></p>	
<p><b>Match Amount (if applicable):</b>                  Required Match: \$ None                  Overmatch: \$</p>	<p><b>Source of Matching Funds (if applicable):</b></p>	
<p><b>Will it be likely to obtain this grant again next FY?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		

**Grant Costs Information**

<p><b>Will personnel be supported with this grant:</b>  <input checked="" type="checkbox"/> Yes (complete personnel portion below)  <input type="checkbox"/> No</p>	<p><b>A new hire will be responsible for financial reporting:</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>																								
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>1</td> </tr> <tr> <td>Personnel Cost</td> <td>\$ 33,000</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$ 0.00</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td><b>\$ 33,000</b></td> </tr> <tr> <td><b>Additional Expenses</b></td> <td><b>400</b></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$ 400 (phone)</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td><b>\$ 400</b></td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td><b>\$ 33,400.00</b></td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	1	Personnel Cost	\$ 33,000	Fringe Benefit Cost	\$ 0.00	<b>Total Personnel Cost</b>	<b>\$ 33,000</b>	<b>Additional Expenses</b>	<b>400</b>	Subcontractors	\$	Equipment	\$	Other	\$ 400 (phone)	<b>Total Additional Expenses</b>	<b>\$ 400</b>	<b>GRANT TOTAL</b>	<b>\$ 33,400.00</b>	<p><b>Description of equipment to be purchased:</b> None</p> <p><b>Description of subcontracting costs:</b> None</p> <p><b>Other requirements or obligations:</b> None</p>
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:	1																								
Personnel Cost	\$ 33,000																								
Fringe Benefit Cost	\$ 0.00																								
<b>Total Personnel Cost</b>	<b>\$ 33,000</b>																								
<b>Additional Expenses</b>	<b>400</b>																								
Subcontractors	\$																								
Equipment	\$																								
Other	\$ 400 (phone)																								
<b>Total Additional Expenses</b>	<b>\$ 400</b>																								
<b>GRANT TOTAL</b>	<b>\$ 33,400.00</b>																								

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

**Responsible Personnel for Grant Reporting and Oversight:**

<p>                  Department Head Signature</p>	<p>William J. Scanlon                  March 30, 2006                  Date</p>
<p>_____                  Grant Administrator/Coordinator Signature (if different)</p>	<p>_____                  Date</p>

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
_____ Chairman	_____ Date

Division of Child Support Enforcement  
32 West Randolph, Suite 1600  
Chicago, Illinois 60601

Telephone: (312) 793-4448  
TTY: (800) 526-5812  
Facsimile: (312) 793-0878

March 24, 2006

Elizabeth A. Robb, Chief Judge  
McLean County Office of the Chief Judge  
Law and Justice Center  
Bloomington, Illinois 61702-2400

Re: Intergovernmental Agreement No. 2005-55-008

Dear Judge Robb:

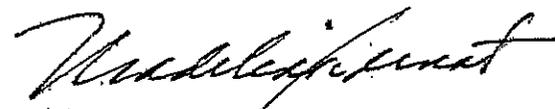
Enclosed are five (5) copies of the renewal of and amendment to Intergovernmental Agreement 2005-55-008. This is to renew and amend the Agreement for the period of July 1, 2006 through June 30, 2007.

Please sign and return all five (5) copies of the renewal and amendment; four (4) to be retained by HFS and one (1) to be returned to your office upon execution by HFS. Signed copies should be sent by overnight delivery to the following address:

Sue Balster  
Healthcare and Family Services  
Division of Finance  
509 South 6<sup>th</sup> Street, 5<sup>th</sup> Floor  
Springfield, Illinois 62701

Thank you for your continued cooperation with HFS. Please contact me at the above-referenced number or via Email at [aidd51fl@idpa.state.il.us](mailto:aidd51fl@idpa.state.il.us) should you have any questions regarding the enclosed documents.

Sincerely,



Madeline Bernat, Manager  
Division of Child Support Enforcement  
Contract Management and Monitoring

Enclosures

c: Sue Balster, Division of Finance

E-mail: [hfswebmaster@illinois.gov](mailto:hfswebmaster@illinois.gov)

Internet: <http://www.hfs.illinois.gov/>

Members Renner/Harding moved the County Board approve a Request for Approval of the Renewal of a Child Support Enforcement Grant (IV-D Program) from the Illinois Department of Healthcare and Family Services – Intergovernmental Agreement No. 2005-55-008 – Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

<b>PROGRAM TITLE:</b>	Juvenile Detention Training Scholarship Program
<b>AGREEMENT NUMBER:</b>	
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	N/A
<b>ESTIMATED START DATE:</b>	June 1, 2006
<b>SOURCES OF PROGRAM FUNDING:</b>	
<i>JAIBG FFY03 Funds</i>	\$ 2679
<i>Matching Funds</i>	\$ 297
<i>Over-Matching Funds</i>	\$
<b>Total:</b>	\$ 2976
<b>IMPLEMENTING AGENCY:</b>	County of McLean on behalf of McLean County Juvenile Detention
<b>ADDRESS:</b>	104 W. Front Street Bloomington, Illinois 61701
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	27-6001569
<b>AUTHORIZED OFFICIAL:</b>	Dave Goldberg
<b>TITLE:</b>	Superintendent
<b>TELEPHONE:</b>	(309) 888-5550
<b>FAX:</b>	(309) 888-5554
<b>E-MAIL:</b>	dave.goldberg@mcleancountyl.gov
<b>PROGRAM FINANCIAL OFFICER:</b>	Rebecca McNeil
<b>TITLE:</b>	McLean County Treasurer
<b>TELEPHONE:</b>	(309) 888-5180
<b>FAX:</b>	(309) 888-5176
<b>E-MAIL:</b>	rebecca.mcneil@mcleancountyl.gov
<b>PROGRAM AGENCY:</b>	McLean County Juvenile Detention
<b>ADDRESS:</b>	903 N. Main Street Normal, Illinois 61761
<b>PROGRAM DIRECTOR:</b>	Cathy Jo Waltz
<b>TITLE:</b>	Assistant Superintendent
<b>TELEPHONE:</b>	(309) 888-5550
<b>FAX:</b>	(309) 888-5554
<b>E-MAIL:</b>	cathy.waltz@mcleancountyl.gov
<b>FISCAL CONTACT PERSON:</b>	Dave Goldberg
<b>AGENCY:</b>	McLean County Juvenile Detention
<b>TITLE:</b>	Superintendent
<b>TELEPHONE:</b>	(309) 888-5550
<b>FAX:</b>	(309) 888-5554
<b>E-MAIL:</b>	dave.goldberg@mcleancountyl.gov
<b>PROGRAM CONTACT PERSON:</b>	Cathy Jo Waltz
<b>TITLE:</b>	Assistant Superintendent
<b>TELEPHONE:</b>	(309) 888-5550
<b>FAX:</b>	(309) 888-5554
<b>E-MAIL:</b>	

**EXHIBIT A:  
PROGRAM NARRATIVE**

**JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM**

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

**I. Description of Organization**

In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the program for which you are seeking JAIBG funds.

1. Please provide a *brief* description of the program agency.

Geographically, McLean County is the largest in the state of Illinois, located in the heart of Illinois covering approximately 762,000 acres. McLean County continues to be an economic leader in Illinois. The economy finds its strength in insurance, education, healthcare, agribusiness and industry. McLean County consistently has a lower unemployment rate than the state and the union.

The twin cities of Bloomington and Normal make up the vast majority of the county's population. The people of Bloomington/Normal are diverse, well-educated, professional and prosperous. With all the amenities that Bloomington/Normal/McLean County has to offer the population continues to grow.

**Probation Officers and Managers**

Court Services is the largest component of the community correctional element of the criminal justice system. In Illinois, Court Services is under the jurisdiction of the judicial branch of government and each department is responsible to the Chief Judge of the judicial circuit.

The mission of Court Services is to protect the public interest and safety by diligently enforcing court ordered conditions of probation through meaningful supervision strategies and utilizing appropriate supportive resources. The core services of Court Services are to provide investigation and reports to the court, to help develop appropriate court dispositions for adult offenders and juveniles offenders, and to supervise those persons placed on probation. Court Services departments may also provide a broad range of services including: crime and delinquency prevention, pretrial release, adult and juvenile diversion, juvenile detention, intensive probation supervision, specialized DUI services, community services programs, volunteer programs, and family court services

**Juvenile Detention Staff**

The McLean County Juvenile Detention Center is a modern 26 bed short-term secure facility that houses juveniles who have been accused of serious crimes, or who have been sentenced to confinement for a short period of time. The facility offers a year round educational program staffed by two Unit #5 teachers (regular/special ed.) and one

administrative assistant. Our daily program also provides recreational activities, mental health assessments and counseling, substance abuse assessments and counseling, health, personal hygiene and life-skills training, and a variety of cultural enriching programs provided by community volunteers.

Our Mission is to create and maintain a safe, clean, and secure environment in which our staff will deal with each child in a fair, firm, compassionate and consistent manner, treating each child with respect and dignity while holding them to behavioral expectations.

Our objectives are to diagnose needs and provide a planned, organized program that is healthy for the body, mind and spirit of each child in our care for the duration of their stay in order to prepare them for a positive transition out of our care back to their home or an alternative residential setting, as ordered by the court.

### **Community Based Service Provider**

One community based service provider, the Catholic Charities of the Diocese of Peoria's Youth Intervention Program (YIP), works closely with Juvenile Court Services, including Juvenile Probation, Juvenile Special Services and Juvenile Detention. The major focus of services provided by this program is to offer prevention, diversion, and intervention services targeting youth to stabilize families in crisis, prevent juvenile delinquency, and divert youth at risk of involvement in the child welfare or juvenile justice system. In McLean County, Catholic Charities offer a variety of programs and services from unified delinquency intervention, home detention monitors, court advocacy, facilitating programs both at the juvenile detention center and the juvenile extended day alternative to detention program.

## **II. Summary of Program**

This section will help us understand the program for which you are seeking JABG (federal and match) funds. **Do not** include a description of activities that will not be funded through JABG.

1. List the Goal(s) and Objective(s) of this program.

Goal(s):

To provide training to direct care professionals from the juvenile detention, probation, and correctional services field in innovative program services approaches being implemented within the Juvenile justice system throughout the country.

Objective(s):

To provide training for probation officers and managers.  
To provide training for juvenile detention staff.  
To provide training for community based service providers.

2. Please provide the JABG purpose area(s) this program will address.

JABG Purpose Area:	#_16_____
JABG Purpose Area:	#_ _____
JABG Purpose Area:	#_ _____

3. Please provide a narrative description of the program that is being proposed. This explanation should not exceed one page and should include (a) how the program will further the JABG purpose areas selected above, and (b) what strategies will be used to successfully implement the program.

The National Juvenile Training Institute is providing a Conference training, focus groups and policy discussions that will be led by nationally recognized individuals at the federal, state, local, organizational and private sector level(s). Workshop training will address topics related to Juvenile Detention Services, Juvenile Corrections/Institutions, Community Based Programs, Critical Management Issues, Education of Youth Health Issues/Services, Mental Health/Substance Abuse, and training Issues. Workshops will vary in length and participants may select presentations from any of the topics. Attendees will also have the opportunity to network and share ideas with other professionals that work with at risk youth and their families

4. Discuss progress made toward securing other funds to continue the program upon expiration of federal funding.

This is a proposal to attend training/conference seminars.
--

### III. Statement of Problem

This section should document the problem(s) faced by juveniles in your area that explains why this program is needed. Describe the juvenile crime and delinquency problem in your area and how it has changed in recent years. If the problem is system-oriented (e.g. insufficient number of detention beds); provide sufficient information to describe how the problem developed. Include as much quantitative data as possible; anecdotal information should be provided only if it supports quantitative data. Be sure to include a description of current efforts to address the problem(s), along with an explanation of why these efforts are not sufficiently reducing or eliminating the problem. When applicable, provide information that demonstrates an understanding of previous effective and/or ineffective efforts to address similar problems. Please limit your problem statement to two pages.

Over the past 12 years that the McLean County Juvenile Detention Center has been open, we have averaged 50% of admissions being accounted for by repeat offenders. In 2005, 116 individuals accounted for 185 McLean County admissions, with similar statistics for our out of county admissions. The average length of stay in the McLean County Juvenile Detention Center is 18.7 days. By working with probation and the community based providers we can have a system wide approach to reach juveniles for a longer period of time.

We are determined to seek out collaborative solutions to help reduce the number of individual admissions. Team training opportunities will help the juvenile system in McLean County come together and focus on the individual needs of the juveniles.

#### IV. Progress Review

This section should be filled out if this is a continuing grant only. If you are applying for a new grant, please mark N/A in each box and continue on to Section V.

1. Explain program progress during the past funding cycle(s) and progress toward program performance measures.

N/A

2. Explain the impact the federal funds have had on your existing juvenile justice program.

N/A

#### V. Performance Measurement

In this section, the applicant should list the performance measures that will be used to measure progress throughout the grant period. Each grantee receiving JAIBG funds is responsible for collecting information on performance indicators. All of the information regarding purpose areas and performance indicators (i.e., output indicators, short-term outcomes, and intermediate-term outcomes) must be selected from the options provided. These indicators should not be altered; doing so will preclude the ability of the state and federal efforts to aggregate the data provided. Outcome indicators, short-term outcomes, and intermediate-term outcomes should be selected based upon their relevance to the program's objective(s).

1. Please provide the appropriate performance measures for each JAIBG purpose area the program will address. You are required to establish performance measures for

each indicator (i.e. select at least one output indicator, one short-term outcome indicator, and one intermediate term outcome indicator for each purpose area).

JABG PURPOSE AREA (from Ex. A Instructions)	PERFORMANCE MEASURE (from Appendix A)	DATA FOR EACH PERFORMANCE MEASURE (from Appendix B)
16. hiring detention and corrections personnel, and establishing and maintaining training programs for such personnel to improve facility practices and programming.	Output Indicator #: 5 Number and percent of staff trained in improving facility practices and/or programming	a. Number of staff trained b. Number of staff c. Percent (a/b)
	Short-term Outcome Indicator #: 8 number and percent of staff to rate the training as helpful	a. Number of staff to rate training as helpful b. Number of staff trained c. Percent (a/b)
	Intermediate Outcome Indicator #: 17 Number and percent of available accountability programming options used.	a. Number of accountability options used b. Number of accountability options available c. Percent (a/b)
	Output Indicator #:	a. b. c.
	Short-term Outcome Indicator #:	a. b. c.
	Intermediate Outcome Indicator #:	a. b. c.
	Output Indicator #:	a. b. c.
	Short-term Outcome Indicator #:	a. b. c.
	Intermediate Outcome Indicator #:	a. b. c.

## VI. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the JAIBG funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.



1.	Larry G. Trent		Police	217 782 7263
2.			Sheriff	
3.	Richard Devine	States Attorney	Prosecutor	312 603 1862
4.			State or Local Probation Services	
5.			Juvenile Court	
6.			Schools	
7.			Business	
8.	Gary Leofanti	President, Aunt Martha's YSC	Other Organizations	708-754-1044
9.	Michael Mahoney	Chairman	Illinois Juvenile Justice Commission	312 813 9863
10.	Patricia Connell	Commissioner	Illinois Juvenile Justice Commission	847 475 7548
11.	Rodney Ahitow	Commissioner	Illinois Juvenile Justice Commission	309 789 1011
12.	Barbara Engel	Victim Services Consultant/ICJIA Authority Board Member	ICJIA	772 363 3792
13.	Sheldon Sorosky	Chairman	ICJIA/JCEC	312 640 1776
14.	Lori G. Levin	Director	ICJIA	312 793 8550
15.	Roger E. Walker, Jr.	Director	IDOC	217-522-2666
16.	Wayne Straza	Commissioner	Illinois Juvenile Justice Commission	

Does your JCEC include the required representation?                      **YES**      **NO**

Has your JCEC approved JAIBG funding for this program?                      **YES**      **NO**

If your answer is no to either of the two questions above, please explain:

The State of Illinois is in the process of filling in the vacant positions.

JCEC Meeting Schedule: (If your JCEC has not met, explain why)

A JCEC meeting was held on March 22, 2006.  
Next meeting scheduled for May 23, 2006.

**EXHIBIT B: BUDGET**  
 Agency  
 Juvenile Scholarship Program  
 Agreement #

**IDENTIFICATION OF SOURCES OF FUNDING**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Juvenile Accountability Initiative Block Grant FFY02	\$ 2,679.00
	Subtotal:	\$ 2,679.00
<b>Match:</b>	County of McLean	\$ 297
	Subtotal:	\$ 297
<b>Over-Match:</b>	None	\$ -
	Subtotal:	\$ -
	<b>GRAND TOTAL</b>	<b>\$2,976.00</b>



	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
GRAND TOTAL			
TRAVEL 18th Annual national Juvenile Services Training Institute	\$ 2,679.00	\$ 297.00	\$ 2,976.00
TOTAL COST	\$ 2,679.00	\$ 297.00	\$ 2,976.00

**McLEAN COUNTY – GRANT INFORMATION FORM**

**General Grant Information**

<b>Requesting Agency or Department:</b> McLean County Court Services		<b>This request is for:</b> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<b>Granting Agency:</b> Illinois Criminal Justice Information Authority		<b>Grant Type:</b> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Grant Date:</b> Start: June 1, 2006  End: June 30, 2006
<b>Grant Title:</b> Juvenile Detention Training Scholarship Program			
<b>Grant Total Amount (including match):</b> \$ 2,976		<b>Grant Funding Method:</b> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded <b>Expected Initial Receipt Date:</b>	
<b>Match Amount (if applicable):</b> Required Match :\$ 297 Overmatch: \$		<b>Source of Matching Funds (if applicable):</b> McLean County Court Services	
<b>Will it be likely to obtain this grant again next FY?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**Grant Costs Information**

<b>Will personnel be supported with this grant:</b> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		<b>A new hire will be responsible for financial reporting:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td align="right">0</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$ 0</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$ 0</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td align="right"><b>\$ 0</b></td> </tr> <tr> <th align="left">Additional Expenses</th> <th></th> </tr> <tr> <td>Subcontractors</td> <td align="right">\$ 0</td> </tr> <tr> <td>Equipment</td> <td align="right">\$ 0</td> </tr> <tr> <td>Other</td> <td align="right">\$ 2,976</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td align="right"><b>\$ 0</b></td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td align="right"><b>\$ 2,976</b></td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	0	Personnel Cost	\$ 0	Fringe Benefit Cost	\$ 0	<b>Total Personnel Cost</b>	<b>\$ 0</b>	Additional Expenses		Subcontractors	\$ 0	Equipment	\$ 0	Other	\$ 2,976	<b>Total Additional Expenses</b>	<b>\$ 0</b>	<b>GRANT TOTAL</b>	<b>\$ 2,976</b>	<b>Description of equipment to be purchased:</b>	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:	0																										
Personnel Cost	\$ 0																										
Fringe Benefit Cost	\$ 0																										
<b>Total Personnel Cost</b>	<b>\$ 0</b>																										
Additional Expenses																											
Subcontractors	\$ 0																										
Equipment	\$ 0																										
Other	\$ 2,976																										
<b>Total Additional Expenses</b>	<b>\$ 0</b>																										
<b>GRANT TOTAL</b>	<b>\$ 2,976</b>																										
		<b>Description of subcontracting costs:</b>																									
		<b>Other requirements or obligations:</b>																									

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

**Responsible Personnel for Grant Reporting and Oversight:**

  
Department Head Signature

4-18-06  
Date

\_\_\_\_\_  
Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_  
Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
_____ Chairman	_____ Date

Form Date: 1/13/06



## 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: Chief Judge Elizabeth A. Robb   
Date: 4/10/2006  
Re: Juvenile Accountability Incentive Block Grant

McLean County Court Services recently received information regarding a Juvenile Accountability Incentive Block Grant (JABIG) which will allow McLean County to send a team of 4 professionals to the National Juvenile Services Training Institute in Indianapolis Indiana. This training is June 11-14th, 2006.

The team will consist of: Two detention staff, a juvenile probation officer, and a staff from Catholic Charities.

This a great opportunity, as the training material is very relevant to issues facing McLean County's juvenile offenders. I do apologize for not presenting this material at the April Justice Committee meeting, but the material did not arrive until after the agenda had been completed.

There is a 10% cash match which each department will pay from their 2006 training budget.

I will be present at the Stand-up Justice Committee meeting, to answer any questions you may have.

Thank you for your consideration in this matter.



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

---

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

McClellan County Juvenile Detention Center  
Superintendent David Goldberg  
903 North Main Street  
Normal, Illinois 61761

**JAIBG Conference Scholarship Application Parameters**

---

On March 22, 2005, the Illinois Criminal Justice Information Authority Budget Committee approved the designation of \$100,000 in Juvenile Accountability Incentive Block Grant (JAIBG) funds for a juvenile conference scholarship for local units of government. Application materials for this scholarship, as well as instructions for the completion of this material, are attached with this notice. Before submitting an application, please carefully review the following **scholarship parameters**:

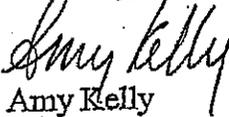
- At this time, scholarships will be available for one conference. See attached listing of the conference with corresponding information.
- Funded agencies must meet the 10% **cash match** requirement. No in-kind match will be accepted.
- Scholarships will cover only the costs of **registration, conference hotel accommodations, per diem and airfare or mileage**, as specified in the budget detail included with application materials.
- In order to receive scholarship funds, **each county must enter into an interagency agreement, on behalf of the appropriate agency, with the Authority to receive these funds.**
- The **disbursal of scholarship funds** will be initiated upon execution of the agreement but it may take up to four weeks after execution for these funds to be received by the funded agency through the county.
- In order to meet the time limitations for registration at this conference and allow sufficient time for the execution of the contracts necessary to provide scholarships, the Authority will enter into no more than one contract for each county.
- The corresponding agency will be responsible for submitting to the Authority both a data report and a fiscal report detailing the funds expended.
- Each funded agency through the county, must register approved participants and make hotel and transportation arrangements. **The Authority will not make travel or conference arrangements for any scholarship recipient.**
- All attempts will be made to provide scholarship funds to each of these groups: juvenile detention center personnel, juvenile law enforcement officers; and other juvenile personnel such as juvenile probation officers. Community-based service providers who work with juveniles may participate in the scholarship program as part of a team that includes at least one juvenile justice system practitioner.
- Please respond in writing to accept or decline this scholarship opportunity. This may be done via email or regular mail.
- All application materials are due to the Authority no later than **April 14, 2006.**
- Application materials must be submitted **electronically** to Amy Kelly at [Amy.Kelly@Illinois.Gov](mailto:Amy.Kelly@Illinois.Gov). Questions may be submitted to the same e-mail address.

## Conference for JAIBG Scholarships

### 1. 18th Annual National Juvenile Services Training Institute June 9-14, 2006 in Indianapolis, Indiana

Conference training, focus groups and policy discussions will be led by nationally recognized individuals at the federal, state, local, organizational and private sector level(s). For more information and to register go to, <http://www.npjs.org/Events/njsti.html>.

Sincerely,



Amy Kelly  
Criminal Justice Specialist  
Federal and State Grants Unit

Members Renner/Owens moved the County Board approve a Request for Approval to Accept a Juvenile Accountability Incentive Block Grant (JAIBG) from the Illinois Criminal Justice Information Authority – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated they had a couple items for information. He said they have a report on ACA and NCCHS accreditation in the Court Services for our Juvenile Detention Facility. Member Renner stated that we are only one of eight in the country to receive both of these awards and that he would like to present them. He asked Roxanne Castleman and Dave Goldberg to come forward please. Member Renner presented the awards. Mr. Goldberg stated that he would like to recognize staff and thank the Members of the Board.

Member Renner stated the General Report was located on pages 103-112.

**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 LeRoy Country Club, in case SU-06-05, parcel 30-27-176-001. They are requesting a special use to allow an outside beer garden and to allow the consumption of alcohol on the golf course in the Agriculture District; on property which is in the NW¼ of Section 27, Township 22N, Range 4E of the 3<sup>rd</sup> P.M.; and is located in Empire Township at 27307 U.S. Highway 150, LeRoy, IL. The McLean County Liquor Control Ordinance requires that if an area for the sale and or consumption of alcoholic beverages is outdoors, it is necessary to approve such an area by special use.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 4, 2006 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 60 acre property is currently used as a golf course and country club. The property is sloping and hilly and drains to creek at the center of the property and then to the south. The property has approximately 875 feet of frontage on the south side of U.S. Route 150 which is an asphalt road 25 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is in the Agriculture District. The land to the north and west is in the Agriculture District and the R-1 Single Family Residence District. The land to the east and south is in the Agriculture District. The land to the north is used for both a residence and for crop production. The land to the east is occupied by single family residences. The land to the south is in part crop production and part wooded. The land to the 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 is in the process of applying for a liquor license that will allow them to sell beer outside of any building to patrons of the country club. In order to be granted a liquor license that would allow them to sell beer outside of a building, the applicant is required to obtain approval of a special use permit. The proposed special use is consistent with other golfing facilities in the community and would not endanger the welfare of the public.
  
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 applicant will sell beer to golfers who are allowed to take the beer with them on the course. Golfers and patrons will also be allowed to drink the beverages on the patio area that is located on the south side of the clubhouse. Patrons will be able to enjoy food and beverages in an open environment when weather is permitting. The proposed special use will not likely diminish property values in the immediate area.

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 site is adjacent to a residential subdivision to the north and agriculture uses elsewhere. Nearby land that is suitable for residential and agriculture development will continue to be suitable for such uses.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard can be met. The applicant is working with the County Health Department to obtain approval for the well and septic system that is located on this property.
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 site distance can be provided 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 County Health Department for their septic system.

Therefore this Board recommends that a special use be granted on the property described above to allow an outside beer garden and to allow the consumption of alcohol on the golf course, provided the applicant obtains approval from the County Health Department for their septic system.

**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 4<sup>th</sup> day of April 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

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

Members Gordon/Ahart moved the County Board approve a Request for Approval of Application of LeRoy Country Club in Case SU-06-05 for a Special Use to Allow an Outside Beer Garden Accessory to a Golf Course in the Agriculture District on property which is Located in Empire Township at 27307 U.S. Highway 150, LeRoy, IL. Member Gordon stated that he would like to yield the floor to Mr. Ruud to explain and clarify why he suggested that the item be pulled. Mr. Ruud stated that he wanted to make sure the Board understood what they were voting for. Mr. Ruud said that the ZBA recommended approval of a special use, not approval of a liquor license. He said that what they were being asked to vote on was the special use and after that process was concluded then the Liquor Commission would have to meet to actually make the decision of whether or not to permit the outdoor beer garden. Mr. Ruud continued that he also wanted to make sure everyone understood that by voting in favor of this proposition it must also be subject to LeRoy Country Club's obtaining approval for their septic system. He said that was an ongoing process at that time. He stated his recommendation would be to approve the special use but make sure that it was subject to full compliance with the Health Department's requirements for a septic system and that they obtain all other necessary permits. Members Gordon/Harding moved the County Board amend the motion to include the words "and other necessary approvals" to the end of the original motion. Member Sorensen stated that this was the first time he had seen a golf course ask for this kind of a special use permit. He asked if all other golf courses in the unincorporated area had been through this process. Mr. Ruud stated that this was the first. He indicated that there were other golf courses that would be eligible to come forward and obtain a special use permit and a liquor license for an outdoor liquor garden but none have come forward except for LeRoy Country Club. Member Sorensen stated that if this is the first golf course that is attempting to go through the process since the Board put the beer garden ordinance in place, then every other golf course that gives golfers a cooler and a six pack to go out on the course would be here eventually. Mr. Ruud stated that that is their choice but if they chose not to permit alcohol consumption on the golf course then all they would need to do is maintain the status quo. Mr. Ruud continued to say if they have an outdoor garden for sitting, in addition to allowing consumption of alcoholic beverages on the golf course, they are required now, under the new ordinance, to come forward and obtain a permit. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Gordon/Ahart moved the County Board approve the recommendation of the ZBA as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon, Chairman, presented the following:

**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 Horizon Wind Energy, LLC, in case SU-06-06, parcels 23-02-200-006 & 23-12-300-002. They are requesting to amend a special use that was approved as a Major Utility (Wind Farm) in case SU-05-09; the amendment is to allow the addition of an Operation and Maintenance Facility (O&M Facility) with a visitors center & viewing area and to allow an electrical substation; the O&M Facility is on property which is part of the NE ¼ of Section 2 and is at 13682 N 2900 East Road, Ellsworth, IL and the substation is on property in the SW ¼ of Section 12 which is located immediately north of 1200 North Road approximately ¾ mile west of 3000 East Road, all in Township 23N, Range 4E (Dawson Township) of the 3<sup>rd</sup> P.M., McLean County, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 4, 2006 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 proposed operation and maintenance facility (O&M facility) is on a 4.8 acre property that has been used as a single family residence. The proposed substation is on 10 acres that has been used for crop production. The proposed O&M facility property has 594 feet of frontage on the west side of 2900 East Road. The proposed electric substation property has 660 feet of frontage on the north side of 1200 North Road.

**SURROUNDING ZONING AND LAND USE** – Both properties are in the Agriculture District and are surrounded by land in the Agriculture District. Both properties are surrounded by land in crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site for the proposed electric substation since it is the only property in crop production. The soils score was 122 out of 125 points. The site assessment score was 122 out of 175 points. The total LESA score was 244 points out of 300. A score of 225 points and above means the property is of high 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. An operation and maintenance facility (O&M facility) as well as two electric substations were proposed at the public hearing in July of 2005, however, the locations were not correctly determined at that time; the O&M facility was not known; and one of the electrical substation was moved approximately one mile to the west. Although the proposed O&M facility will employ up to 45 people, there will not likely be more than 6-8 workers on the site at any one time. This site will have a public viewing area and kiosk where the public can observe the operation of

several wind turbines in operation with a parking area large enough for vehicles of employees and visitors as well as parking and turning around a school bus. Currently the proposed O&M facility site is used as a single family residence and has an old Victorian style home on it. The property where the proposed electrical substation is located is in crop production; the applicant proposes to continue to have five acres of this property farmed. See the attachment for information concerning the proposed O&M facility and the proposed electrical substation.

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 surrounding property that is currently used for crop production will continue to be desirable for such use. The property line of a non farm residence is located approximately 870 to the west property line of the proposed electrical substation property line; the owner of this residence indicated that the view of the substation and possible noise from the substation is a concern.
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 Operation and Maintenance facility will be served by a private well and septic system that has been approved by the County Health Department. The O&M facility is located approximately ¼ mile south of Route 9 on 2900 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. The applicant has obtained a road agreement with the County and the three townships that are involved with the Horizon Wind Farm project.
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. The intent of the Agriculture District states, "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial and industrial areas is most desirable."
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met. The application is found to be consistent with the earlier plan for the proposed wind farm. The applicant will follow the plans and documents submitted with this application and these plans are a supplement to the plans and documents submitted with the application approved by the County Board on September 20, 2005. The applicant also requested that the earlier findings of fact and recommendation be attached to these findings and recommendation.

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 development follows the plans and documents submitted with the application.

Therefore this Board recommends that a special use be granted on the property described above to allow this amendment to a special use that was approved as a Major Utility (Wind Farm) in case SU-05-09; the amendment is to allow the addition of an Operation and Maintenance Facility with a visitors center and viewing area and to allow an electrical substation, provided the development follows the plans and documents submitted with the application.

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

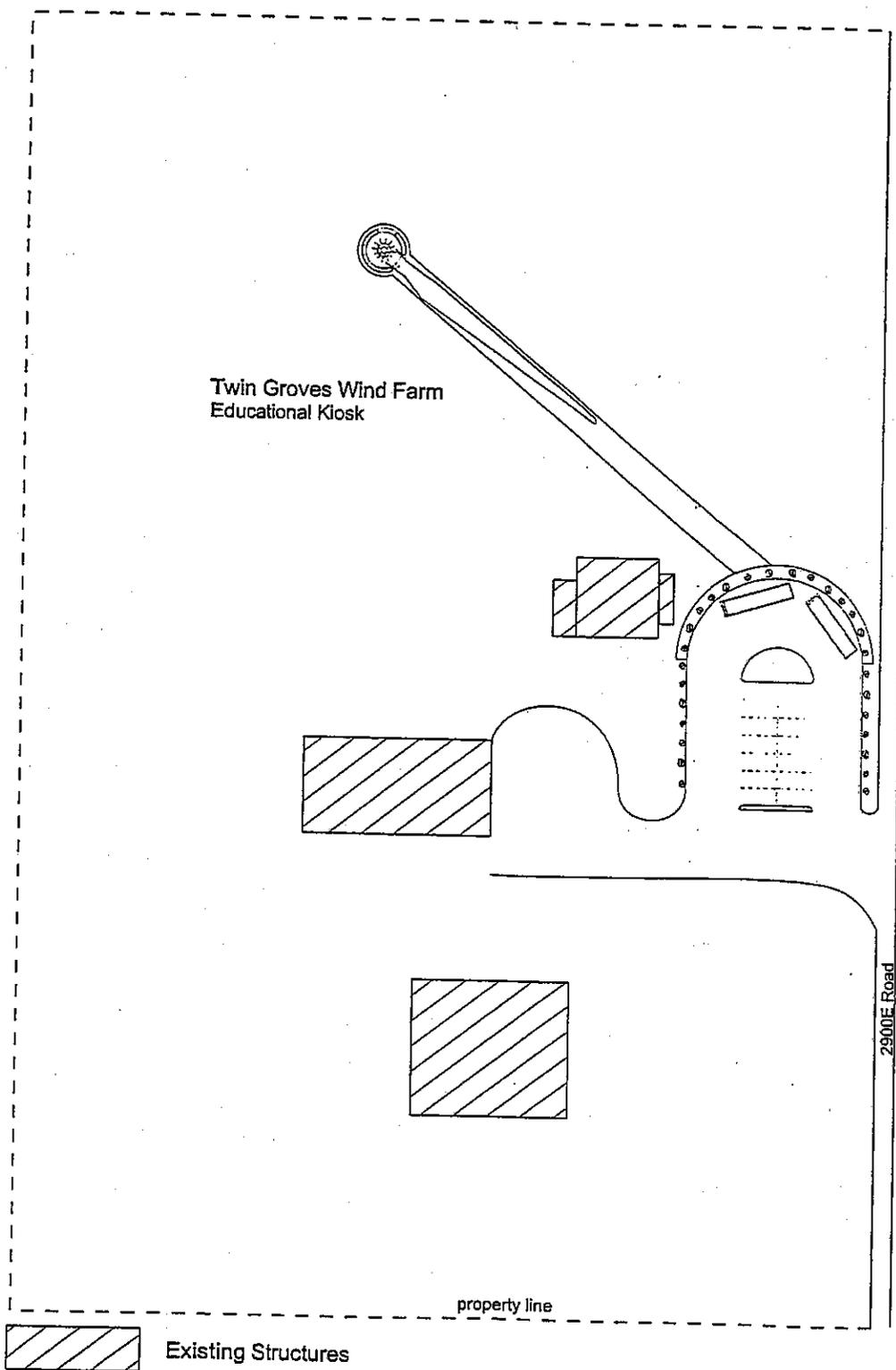
Respectfully submitted this 4<sup>th</sup> day of April 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

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

Attachments: Site plan of the proposed operations and maintenance facility,  
Electrical substation information,  
Findings of Fact and Recommendation for the Horizon Wind Farm approved by  
the County Board on September 20, 2005.

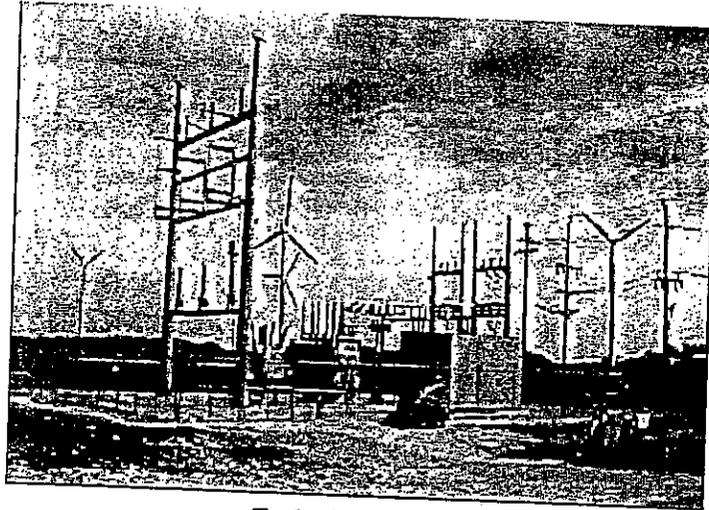
HORIZON WIND FARM FINDINGS



### 3 Project Substation

As discussed in Section 4.7 of the Permit Application from May 4, 2005, the main function of the substation is to step-up the voltage of the electricity generated by the wind farm so that the electricity can be reliably interconnected to the surrounding power grid. The basic elements of the substation are a control house, two main transformers, outdoor breakers, relaying equipment, high-voltage bus work, steel support structures, and overhead lightning suppression conductors. All of these elements will be installed on concrete foundations.

The substations each consist of a graveled footprint area of approximately two to four acres, a chain link perimeter fence, and an outdoor lighting system. Figure 3.1 in the Permit Application shows a photograph of a typical substation. Appendix 8 in the Permit Application provides a typical Electric One-Line Diagram of the substations, which will be used as the preliminary outline for the Project system. Final adjustments to the substations are generally made during design review with the utility and their system protection engineers prior to final construction design and execution.



*Typical Substation*

Our project substation referenced in Appendix 8 of the Permit Application from May 4, 2005 was originally approved. Since then, the project layout has been modified from a North-South orientation to an East-West orientation. Furthermore, to prevent line losses and improve the economics of the project, the substation has been relocated to a more favorable location.

The construction schedule for the substations is largely dictated by the delivery schedule of major equipment such as the main transformers, breakers, capacitors, outdoor relaying equipment, control house, etc.

The utility is generally responsible for the construction of the interconnection substation, as they will remain under utility control and jurisdiction. Typically the high-side of the substation remains under the control of the utility and the low-side of the substation belongs to the Project. A fence may be installed between the high- and low-voltage

## HORIZON WIND FARM FINDINGS

sections to maintain clarity and there will likely be two control houses: one for the utility high-side relaying and interconnection facilities controls, and one for the Project substation low-side relaying and controls.

The construction of the substations involves several stages of work including, but not limited to: grading of the area; the construction of several foundations for the transformers, steel work, breakers, control houses, and other outdoor equipment; the erection and placement of the steel work and all outdoor equipment; and electrical work for all of the required terminations. All excavation, trenching and electrical system construction work will be done in accordance with the formal Storm Water Pollution Prevention Plan (SWPPP) for the Project as outlined in the Permit Application from May 4, 2005 in Section 10.2, "Storm Water Permit and Prevention Plan." Once physical completion is achieved, a rigorous inspection and commissioning test plan is executed prior to energization of the substation.

Exhibit A depicts a drawing of the project substation in its new location and the nearest three turbine locations. This modified substation location remains within the original project area and falls within the designated Enterprise Zone. As originally planned and reported, all environmental, health, and safety measures, including direct strike lighting protections, protective relaying, night-time and motion-sensor lighting, and a robust substation grounding system will be provided as described in the Permit Application from May 4, 2005.

**Findings Approved by the County Board on September 20, 2005**

**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 High Trail Wind Farm, LLC, Old Trail Wind Farm, LLC and Zilkha Renewable Energy, LLC in case SU-05-09. They are requesting a special use to allow a Major Utility (wind farm of up to 275 wind tower generators that are each up to 499 feet in height) with a waiver to allow up to 16 towers to be as close as 400 feet to an R-1 Single Family Residence District rather than 2,000 feet as required and to be allowed to apply for a building permit for the first phase up to three years after County Board approval rather than one year as allowed and to be allowed to apply for building permits for the second phase up to five years after beginning construction of the first phase on property which is part of Townships 23N Range 4E (Dawson Township), 23N Range 5E (Arrowsmith Township) & 23N Range 6E (Cheneys Grove Township) of the 3<sup>rd</sup> P.M., McLean County, IL and is located south of 1400 North Road, east of 2400 East Road, north of 800 North Road and west of 4100 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on July 5 and July 6, 2005 in Rooms 1406 and 1407, Community Commons Building, Heartland Community College, 1500 W. Raab Road, Normal, IL and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 19,192 acre properties are primarily in crop production and pasture. The property is generally relatively flat and is sloping in some areas. The properties have frontage on Illinois Route 9 and various County and township roads. Access for the proposed use is covered by two road agreements: 1) between the applicant and McLean County; and 2) between the applicant and Dawson, Arrowsmith and Cheneys Grove Township Road Commissioners.

**SURROUNDING ZONING AND LAND USE** - The land is in the A-Agriculture District and is primarily surrounded by land in the A-Agriculture District; several of the properties are adjacent to land in the R-1 Single Family Residence District.

**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 if a mitigation agreement is made between the applicant and Craig and Rose Grant to provide a planting screen between two proposed wind turbines in Section 36 in Dawson Township and the Grant property.

The applicant is proposing to build a Major Utility (Wind Power Generating Facility) on 19,192 acres in an area that is primarily used and surrounded by land that is used for crop production. The Zoning Ordinance lists a Major Utility as a special use in the Agriculture District. The applicant is proposing to build a maximum of 275 wind turbines. The proposed wind turbines will meet the 499 foot maximum height requirement as measured from the

ground to the tip of the blade. The blades and hub are approximately 100 meters (328 feet) in diameter and the hub is approximately 100 meters (328 feet) above the ground. The wind turbines will meet the 30 foot side and rear setback requirements as measured from the tip of the blade to property lines of non participating properties. The applicant will set back the wind turbines from roads 1.1 times the height from the edge of road rights-of-way as measured from the tip of the blade.

The applicant has hired a consultant to conduct a bird study which states, "Overall risk is assessed to be low for most species and moderate for some species of raptors. Small numbers of fatalities are probable, though there is little chance of significant impacts to any species." There will not be a significant impact on birds and bats according to a biologist at Illinois State University. The applicant has also conducted a cultural resource evaluation to identify and assess any potential impact on cultural, historic and archaeological resources located within the project area. The selected turbine sites were found to be clear of such resources.

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 provided that no wind turbine tower is located closer than 600 feet to the nearest R-1 Single Family Residence District as measured from the tip of the turbine blade. The surrounding property that is currently used for crop production will continue to be desirable for such use.

The applicant is proposing to build the facility in two phases. Phase one will consist of approximately 137 towers and the second phase will consist of the remaining approximately 138 towers. The applicant is requesting to be allowed to apply for a building permit for the first phase up to three years after the County Board approval rather than one year as allowed, and to be allowed to apply for building permits for the second phase up to five years after beginning construction of the first phase.

The following studies, surveys or assessments were submitted with the application and shall be considered part of the application: A microwave beam path analysis by ComSearch; a telecommunication study by ComSearch that includes a TV broadcast off-air reception measurement report; two noise impact assessments, 1) by Noise Solutions, Inc. and 2) by Wind Engineers, Inc.; an avian risk assessment by Curry & Kerlinger, LLC; an archeological survey by Archaeological Consultants, Inc., with a compliance letter from the Illinois Historic Preservation Agency; and an area aviation study by Aviation Systems, Inc. Resumes for people completing these assessments are also part of the application.

Microwave beam paths approved by the Federal Communications Commission will not be interrupted by any proposed tower. The applicant has met with airport officials to clarify that tower locations are compatible with local airport landing patterns; the aviation study shows that the tower locations will meet the Federal Aviation Administration (FAA) lighting requirements and site approval for each wind turbine within the project area. According to a noise impact assessment, "The minimum distance needed to maintain compliance with the State of Illinois Noise Regulations is 655 feet from the V82 wind turbine (one of the types of proposed wind turbines) to the nearest residence." The applicant is proposing a minimum 1,500 foot setback from a wind turbine to the nearest residence. The applicant will provide engineering plans certified by a registered engineer

- that each tower and wind turbine is designed and built according to appropriate national standards. The avian study indicates that there is no indication that large numbers of migrating or wintering birds use the project site or that the project site is on a significant migration pathway; the site did not reveal high densities or availability of prey that could attract large numbers of raptors to the turbine areas.
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. The applicant has decommissioning agreements with each land owner. The applicant will set up an escrow account in the amount of \$25,000 per wind turbine beginning twelve years after the start of commercial operations. The decommission fund is intended to cover the cost of removing the project infrastructure, restoring the leased premises to their original condition, and removing the foundation pedestal to 40 inches below grade.
  4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant is proposing to build gravel access roads to each tower. The towers do not require septic systems or wells. The applicant will install underground utilities along the access roads to each of the tower sites. The applicant proposes to build two electrical substations within the project area. An operations and maintenance facility is proposed to be built outside the town of Arrowsmith. The operation and maintenance facility will be served by a private well and septic system approved by the County Health Department. Once the wind farm is built, it will permanently employ approximately 45 people.
  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 provided a written road agreement is approved by the County Board and Dawson, Arrowsmith and Cheney's Grove Townships as a condition of this approval. The applicant has been working with the County and three townships to obtain road agreements to maintain the roads and provide adequate access during the construction process.
  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 provided the following has occurred after completion of Phase I and before beginning Phase II: 1) the applicant has requested a meeting with the Director of Building and Zoning; 2) a meeting takes place with the applicant and staff of the McLean County Department of Building and Zoning where the applicant will adequately address problems or concerns that are identified through Phase I by the Director of Building and Zoning; and 3) any items brought up at this meeting that cannot be adequately addressed according to the Director of Building and Zoning will need to be appealed to the Zoning Board of Appeals for resolution at their next available meeting.

The intent of the Agricultural District states, "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial and industrial areas is most desirable."

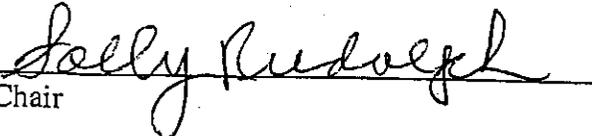
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District. This standard is met.**

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 following conditions are met: 1) a mitigation agreement is made between the applicant and Craig and Rose Grant to provide a planting screen between two proposed wind turbines in Section 36 in Dawson Township and the Grant property; 2) no wind turbine tower is located closer than 600 feet to the nearest R-1 Single Family Residence District boundary as measured from the tip of the turbine blade; 3) a written road agreement is approved by the County Board and Dawson, Arrowsmith and Cheney's Grove Townships as a condition of this approval; and 4) the following has occurred after completion of Phase I and before beginning Phase II: 1) the applicant has requested a meeting with the Director of Building and Zoning; 2) a meeting takes place with the applicant and staff of the McLean County Department of Building and Zoning where the applicant will adequately address problems or concerns that are identified through Phase I by the Director of Building and Zoning; and 3) any items brought up at this meeting that cannot be adequately addressed according to the Director of Building and Zoning will need to be appealed to the Zoning Board of Appeals for resolution at their next available meeting; and the applicant will provide engineering plans certified by a registered engineer that each tower and wind turbine is designed and built according to appropriate national standards.

Therefore this Board recommends that a special use be granted on the property described above to allow a Major Utility (wind farm of up to 275 wind tower generators that are each up to 499 feet in height) with a waiver to allow up to 16 towers to be as close as 600 feet to an R-1 District rather than 2,000 feet as required and to be allowed to apply for a building permit for the first phase up to three years after County Board approval rather than one year as allowed and to be allowed to apply for building permits for the second phase up to five years after beginning construction of the first phase 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, and provided compliance is made with all of the conditions of the previous paragraph.

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

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

  
Chair

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

Members Gordon/Selzer moved the County Board approve a Request for Approval of Application of Horizon Wind Energy, LLC, in Case SU-06-06 to Amend a Special Use that was approved as a Major Utility (Wind Farm) in Case SU-05-09; the Amendment is to allow the addition of an Operation and Maintenance Facility (O&M Facility) with a Visitors Center and Viewing Area and to allow an electrical substation; the O&M Facility is on property which is located at 13682 N 2900 East Road, Ellsworth, IL; the Substation is on property which is located immediately North of 1200 North Road, approximately  $\frac{3}{4}$  mile west of 3000 East Road, all in Dawson Township. Member Moss stated that his purpose for pulling this from the Consent Agenda was to get clarification from Horizon, if they had someone from the organization present, and asked if it was appropriate, according to the rules, to have them answer a question or two. Chairman Sweeney invited Mr. Dick to come forward. Mr. Dick came forward. Member Moss stated that his question was concerning the movement of the substation. Mr. Dick stated that the developers of the wind farm indicated that in order to function properly, relative to the location to the tower, this location is preferable. It was moved approximately 2  $\frac{1}{2}$  miles to the west of where it was originally shown in the approval that was completed in July. Mr. Dick said it was moved primarily to have the wind farm function better. Member Moss asked if the earlier location was near any residences. Mr. Dick replied that this one is approximately 870' property line to property line. Member Moss asked if noise was an issue or if there were concerns about the safety of people who live near them. Mr. Dick said that there was testimony about the noise issue and it was unlikely that anyone would be able to hear a sound from the substation. Chairman Sweeney indicated that the attorneys told him that Horizon would not be able to speak. Member Selzer stated that they were talking about a typical substation. He said he was envisioning what was over on Airport Road, right by Hawthorne Hills, surrounded by all of those houses, based on the photo in here. He asked if that was the same type of substation that they were talking about. Mr. Dick said that that is closer than this. Member Harding asked if it was true that Horizon said that moving this substation is preferable but it was not a requirement. She asked if it was just a preference of theirs. Mr. Dick stated that Horizon said it was a matter of functionality and they did not indicate that this was a "do or die" situation. Mr. Dick continued to say that it would function better at this location, relative to where the towers and main power lines were located. Member Harding asked if it would still function at its original location and stated that its original location would not impact the family that had concerns about this. Mr. Dick stated that if it were at its original location it would still function. Member Gordon asked if the information Mr. Dick provided to them was part of the record presented to the Zoning Board of Appeals. Mr. Dick stated that it was. Mr. Gordon asked if they were obligated by law to confine their decision and the basis for their decision to the record presented to the ZBA and if they were obligated to disregard exparte communications that came to them outside the channels of the ZBA hearing process. Mr. Ruud stated the answer is yes. Member Hoselton asked if the visitors station was adjacent to this. Mr. Dick stated that it was approximately one mile from this location. Member Cavallini asked if concealing or camouflaging the substation had been discussed. Mr. Dick said that there was discussion but the Zoning Board did not recommend it. Member

Hoselton asked if there was more than one substation on this wind farm. Mr. Dick stated there were two. Member Sweeney stated there would be a roll call vote and a yes meant that the Members supported the motion and a no vote mean they did not. Clerk Milton shows the roll call vote as follows: Selzer-yes; Sorensen-yes, Ahart-yes; Baggett-yes; Berglund-yes; Bostic-yes; Cavallini-yes; Dean-yes; Gordon-yes; Harding-no; Hoselton-yes; Moss-no; Nuckolls-yes; O'Connor-no; Owens-yes; Rackauskas-no; Renner-yes; and Segobiano-yes. Motion carried fourteen to four.

Member Gordon stated that the Land Use and Development Committee's General Report could be found on pages 113-117.

FINANCE COMMITTEE:  
Member Sorensen, Chairman, presented the following:

**Illinois Department of Transportation**

**State Fiscal Year 2007**

**Section 5311 Non-Metro Public Transportation**

**Operating Assistance Grant Application  
and  
Intercity Bus Grant Application**

**Submitted By**

**McLean County**

# Table of Contents

<b>I. Introduction.....</b>	<b>5</b>
<b>II. State and Regional Planning Requirements.....</b>	<b>7</b>
<b>III. Description of the Project.....</b>	<b>8</b>
A. Mode of Service .....	8
B. System Service Area.....	9
1. Core Service Area .....	9
2. Services Provided Outside the Core Service Area .....	10
3. Services Provided to Out-of-State Destinations .....	11
C. Proposed Service Levels.....	11
1. Passenger Trips.....	11
2. Vehicle Miles & Peak Vehicle Use .....	12
3. Intercity Bus Service .....	12
4. Charter Services.....	12
<b>IV. Service Operators.....</b>	<b>15</b>
A. Identification of Operators.....	15
B. Service Coordination Methods.....	15
C. Operating Entity Certification .....	16
D. Grantee Contact Person.....	17
E. Operator Contact Person(s).....	17
F. Lower Tier Relationship Between Grantee and Operator.....	17
G. Operator Managerial and Technical Capacity .....	18
H. Contractor Service Monitoring Methodology .....	18
<b>V. Other Transportation Services .....</b>	<b>19</b>
A. Coordination with Other Human Service Agencies and Programs .....	19
B. Effort to Involve the Private Sector in Public Transit Service Delivery .....	20
<b>VI. Labor Protection .....</b>	<b>21</b>
A. Special Warranty .....	21
B. Labor Organizations in the Service Area .....	21
<b>VII. LOCAL PLANNING EFFORTS .....</b>	<b>22</b>
A. Planning Efforts to Support this Application.....	22
B. Planning Efforts in the Last Five (5) Years.....	22
C. Ridership and Service Demand Surveys .....	22

<b>VIII. Project Cost and Revenue Proposal</b> .....	<b>23</b>
A. Program Cost Comparison .....	23
B. Operator Organization and Level of Human Resource Effort.....	24
C. Project Revenue.....	25
D. Fare Structure .....	25
E. Proposed FY 2007 Budget Instructions – Exhibit B.....	25
F. Indirect Cost Proposal .....	27
<b>IX. Intercity Bus Operating Assistance Requests</b> .....	<b>30</b>
A. Project Description .....	30
B. Geographical Service Area.....	30
C. Project Justification.....	30
D. Proposed Intercity Bus Project Operating Assistance Budget.....	30
<b>X. Forms, Certifications and Assurances</b> .....	<b>32</b>
A. Applicant's Certification of Intent.....	32
B. Board Resolution.....	32
C. Sample Ordinance.....	32
D. Standard FTA Assurances and Certifications .....	32
<b>XI. Compiling the Application</b> .....	<b>33</b>
Exhibit A	Standard Form 424 (Electronic versions – see separate file)
Exhibit B	Proposed FY 2007 Budget (Electronic versions – see separate file)
Exhibit C	Standard Certifications and Assurances
Exhibit D	Sample Board Resolution
Exhibit E	Special Section 5333(B) Warranty For Application To The Small Urban And Rural Program
Exhibit F	IDOT Chart of Accounts for the Section 5311 Program Expense Account Definitions
Exhibit G	Applicant's Certification of Intent
Exhibit H	Sample Ordinance
Exhibit I	Non-Vehicle Capital Asset Inventory (Electronic versions – see separate file)
Exhibit J	Vehicle Asset Inventory (Electronic versions – see separate file)

## I. Introduction

The United States Department of Transportation, Federal Transit Administration provides federal financial assistance funds for public transportation in nonurbanized areas (Section 5311 Non-Metro Public Transportation Program -- formerly Section 18). The Federal Transit Administration (FTA), on behalf of the Secretary of Transportation, apportions the funds appropriated annually to the Governor of each state for public transportation projects in nonurbanized areas. The statutory formula is based solely on the nonurbanized population of the states. Each state prepares an annual program of projects, which must provide for fair and equitable distribution of funds within the states, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other Federal sources. Article III of the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq., formerly Ill. Rev. Stat. ch. 111 2/3, Section. 661 et seq.) authorizes the Illinois Department of Transportation to receive and expend Section 5311 funds allotted to Illinois.

The goals of the nonurbanized formula program are: to enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and to provide for the participation of private transportation providers in nonurbanized transportation to the maximum extent feasible.

Prospective applicants are advised that the Department has published administrative regulations for the Illinois Section 5311 program under Part 601 of the Illinois Department of Transportation Rules and Regulations entitled "Regulations for Public Transportation Assistance to New Programs in Nonurbanized Areas." These regulations, which prescribe procedures and requirements to be followed by applicants for Section 5311 funding, should be carefully reviewed prior to an applicant's submission of a Section 5311 Application. In order to be considered for funding, prospective grantees must submit a fully completed application (Sections I – VIII and Section X for Rural General Public Operating Assistance and Sections IX for Intercity Bus Assistance).

To assist applicants ensure that applications packages are complete, an "Application Checklist" in this section has been provided. **Applicants must complete and submit this completed checklist in their application package.**

## Section 5311 Non-Metro Operating Assistance Grant Application Checklist

*(Must be completed and submitted with Application.)*

1.  Non-Metro Operating Assistance Grant Application Checklist
2.  Completed Copy of Standard Form 424 (Exhibit A)
3.  Operating Entity Certification (One for each operator)
4.  Executed Agreement to Terms and Conditions of Special Warranty (Exhibit E)
5.  Fully Completed Proposed FY 2007 Budget (Exhibit B)
6.  Applicant's Certificate of Intent (Exhibit G)
7.  Executed Resolution of the Governing Board (Exhibit D)
8.  Executed County Ordinance to Operate a Public Transit Project (Exhibit H)
9.  Executed Certifications and Assurances for Grantees (Exhibit C)
10.  Executed Affirmation of Applicant's Attorney (Contained in Exhibit C)
11.  Fully completed Non-Vehicle Capital Asset Inventory (Exhibit I)
12.  Fully completed Vehicle Asset Inventory (Exhibit J)
13.  Maps of the service area (Attachment I)
14.  Copies of Material Documenting Private Sector Effort (Attachment II)
15.  Grantee/Operator Organization Charts (Attachment III)
16.  Indirect Costs Rate Proposal (Attachment IV)
17.  Copy of Most Recent Audit (Attachment V)

### Comments

All costs are direct costs. Therefore, a cost allocation plan is not being submitted.

### III. Description of the Project

#### A. Mode of Service

In the sections below, specify the service mode for each operator in the project. If you are unsure about what mode of service a particular operator provides, refer to the definitions at the end of this section. Service definitions are based on those provided in the Americans with Disabilities Act regulations (49 CFR part 37) and will determine the statutory service obligations of the grantee/operator.

##### Operator 1 (Check all that apply)

SHOW BUS

- Fixed route
- Demand response
- Route deviation
- Commuter routes

##### Operator 2 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

##### Operator 3 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

##### Operator 4 (Check all that apply)

[Type Operator Name Here]

- Fixed route
- Demand response
- Route deviation
- Commuter routes

Definitions:

**Fixed route system** means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.

**Demand responsive system** means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.

**Route deviation system** means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule where the system permits user-initiated deviations of vehicles from the prescribed routes.

**Commuter bus service** means fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

## B. System Service Area

### 1. Core Service Area

In the space below, please identify the geographic area that is to be served by this Section 5311 grant. The core service area is defined as the geographic area in which Section 5311 service is provided by this grant, as supported by the grantees Board Resolution and any Intergovernmental Agreements with other governmental entities. The service area does not include areas served through incidental services such as charter services or extended commuter routes.

County Served	Square Mileage	Population
Ford	468	14,241
Iroquois	1,120	31,334
Livingston	1,043	39,678
McLean (rural area only)	1,184	40,249 (rural only)

If existing maps are available, that show the dimensions of the geographic service area, please attach to the application. If no existing maps are available, please draw a reasonable representation of the service area that clearly shows geographic limits of the service area. Please indicate on the map the street or road names where service is provided. The map does not need to be an exact or official representation; rather, it is mainly intended to convey the project service area. Include this information as Attachment I to the application.

official representation; rather, it is mainly intended to convey the project service area. Include this information as Attachment I to the application.

**2. Services Provided Outside the Core Service Area**

Since the goal of Section 5311 is to enhance access of people living in nonurbanized areas to activities, Section 5311 projects may include transportation to and from urbanized areas or provide services to other destinations that extend beyond the core service. In this section, list the extended services operated outside the core service area. Examples of such routes would be regularly or periodic shopping trips to an urban center, services provided to regional medical facilities under a contract to a human service agency, or similar service.

In the table below, list or describe the services provided by the project that meet the criterion above for periodic or regularly scheduled services provided outside the core service area. **Note: Do not include charter services in this section. Services provided to destinations located outside Illinois should be addressed in Section III.B.3.**

**Example:**

***Extended Service Provided***

***Frequency***

*Shopping Trip to Springfield*

*Every 3<sup>rd</sup> Tuesday*

<b>Extended Service Provided</b>	<b>Frequency</b>
Iroquois to Kankakee County (service primarily to dialysis unit in Kankakee County)	Three times a week
Iroquois County to Champaign (service primarily medical)	Every Tuesday
Ford County to Champaign (service primarily medical)	2 <sup>nd</sup> and 4 <sup>th</sup> Monday

**Note: Use additional pages if necessary.**

The services provided by a Section 5311 project may include destinations across a state line. Operators of interstate service are required to register with the Federal Motor Carrier Safety Administration (FMCSA). Projects that provide service to out-of-state destinations on a regular, periodic, or even an infrequent basis must notify IDOT for additional guidance.

Each project must complete this section of the application. You must check one of the following boxes:

- This project operates regular or special transit service to out-of-state destinations on a regular, periodic, or infrequent basis.
- This project never operates regular or special service to out-of-state destinations.

**C. Proposed Service Levels**

**1. Passenger Trips**

In this section, project the total number of passenger trips to be provided under the project by all operators of public transportation services: For purposes of completing this section, "Trip" is defined as a one-way trip by a transit vehicle in revenue service starting at one point of a route and ending at another point. A round trip is counted as two separate trips. Transfers (if applicable), are counted separately and should not be reported here.

Projected number of total system (all operators) passenger trips: **32,000**

If there is more than one operator of public transit services under the project, provide the number of projected total passenger trips by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total passenger trips and trips to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Passenger Trips Provided by Operator
SHOW BUS	32,000

**2. Vehicle Miles & Peak Vehicle Use**

In this section, project the total number of vehicle miles to be provided under the project by all operators of public transportation services:

Projected number of total system (all operators) vehicle miles : **250,000**

If there is more than one operator of public transit services under the project, provide the number of projected total vehicle miles by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total mileage and mileage to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Vehicle Miles Provided by Operator
SHOW BUS	250,000

In this section, project the total number of Peak Vehicles. Peak Vehicles is calculated by determining the maximum number of vehicles needed for any given service hour for all operators of public transportation services, in any given day:

Projected number of total system (all operators) Peak Vehicles: **Eleven**

**3. Intercity Bus Service**

Intercity bus service miles (estimated) **50,000**

**4. Charter Services**

Charter Service means transportation using buses or vans, or facilities funded by the Federal Transit Administration of a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge (in accordance with the carrier's tariff) for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin.

FTA grantees are prohibited from using federally funded equipment and facilities to provide charter service except on an incidental basis and when one or more of the seven (7) exemptions set forth in 49 CFR Section 604.9 (b) apply.

- ◆ A Section 5311 grantee/operator may provide incidental charter service if it determines, on an annual basis, that there are no private charter operators willing and able to provide the service. An annual public participation process, including publication of a notice that describes the charter services proposed by the grantee/operator, is required before charter services can be performed. If no willing and able private charter operators exist, the grantee/operator can provide charter service for that year.
- ◆ A Section 5311 grantee/operator may provide FTA equipment or services to a private charter operator to satisfy a capacity need or a need for accessible service. In this instance, the grantee/operator must enter into a written agreement with the private charter operator, not the charter customer.
- ◆ A Section 5311 grantee/operator may provide incidental charter service directly to the customer if the service offered by willing and able private charter operators would create a financial hardship on the customer. Hardships may be caused by state required minimum durations or deadheading charges when the distance between the charter origin and the local of the private operator is significant. Service under this exception may be approved by the FTA Regional Administrator and the grantee/operator must provide notice of the request to all private operators at least 30 days in advance of the charter service.
- ◆ A Section 5311 grantee/operator may petition the FTA Regional Administrator provide incidental charter service directly to the customer for special events. The petition must be submitted 90 days prior to the event.
- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a government entity or private nonprofit organization that is exempt from taxation if one or more of the following conditions apply:
  - A significant number of disabled persons will be passengers on the charter trip;
  - The entity is a qualified social service agency; or
  - The entity receives or is eligible to receive directly or indirectly from a state or local government welfare assistance funds for purposes whose implementation may require transportation.

When this exception applies, the grantee/operator must obtain a certification from the entity attesting to the fact that one or more of the above conditions apply. A list of Federal funds under this third condition can be found in Appendix A of 49 CFR part 604.

- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a government entity or private nonprofit organization after obtaining a certificate similar to above.

- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a charter customer if it has executed a formal agreement with all private charter operators determined to be willing and able to provide service.

Even if the service meets the exceptions noted above, the charter service still must be considered "incidental." Incidental charter service which does not interfere with or detract from the provision of public transportation service or shorten the life of equipment or facilities. Charter services must recover its fully allocated costs, as deficits from allowable incidental charter service are not an eligible operating expense under the Section 5311 program.

**Each project must complete this section of the application. You must check one of the following boxes:**

- This project will not provide charter service during FY 2007.**
- This project intends to provide charter service during FY 2007 and will certify that it will only do so within the allowable exceptions provided above when using FTA/IDOT funded equipment and facilities.**

If the second box is checked, the grantee/operator must provide IDOT with its fully allocated cost methodology (NOTE: this is not the grantee's/operator's indirect cost rate proposal, but a separate methodology to allocate costs to specific services). Contact IDOT for procedures on how to develop a fully allocated cost methodology.

If the project has a method to fully allocate its service costs, describe the methods used below

**Not applicable**

**C. Operating Entity Certification**

For each proposed operator(s) please provide a fully completed and executed copy of the following (*this document should be completed and signed by the operator, if different from the grantee/applicant*):

Robert O. Bertsche hereby certifies that  
(Name of Authorized Official)

Meadows Mennonite Retirement Community, d/b/a SHOW BUS is organized as :  
(Name of Operator Agency)

(Check one)

- |  |   |
|--|---|
| <input type="checkbox"/> An individual                   | <input type="checkbox"/> a partnership        |
| <input checked="" type="checkbox"/> A private non-profit | <input type="checkbox"/> a private for-profit |
| <input type="checkbox"/> A municipal corporation         | <input type="checkbox"/> other                |

And that Meadows Mennonite Retirement Community, d/b/a SHOW BUS's  
(Name of operator)

Federal Employer's Identification Number

is 37-0791831.

Robert O. Bertsche  
Officer or Official Signature

CEO, Meadows Mennonite Retirement Community, d/b/a SHOW BUS  
Title

Date 3/23/06

**D. Grantee Contact Person**

Please list the Grantee's contact person responsible for project and financial oversight:

Name: Michael Behary

Title: Grant Project Manager for McLean County

Phone: 309-888-5160

Fax Number: 309-888-5768

E-Mail: mike.behary@mcleancountylvil.gov

**E. Operator Contact Person(s)**

Please list the Operator's contact person(s) responsible for project and financial management:

Operator	Contact Name	Title	Phone	E-Mail
SHOW BUS	Laura Dick	Director	309-747-2454	<u>showbus@gridcom.net</u>

**F. Lower Tier Relationship Between Grantee and Operator**

There are two circumstances when a grantee can enter into a lower tier relationship with a third party to deliver Section 5311 services. First, a grantee follows either state (under the common rule) or Federal procedures outlined in FTA Circular 4220.1D to competitively secure the services of a contractor (using micro purchase, small purchase, Invitation for Bid (IFB), or Request For Proposal procedures (RFP)) to deliver all or some component of Section 5311 services. Second, a state may elect to grant Section 5311 funds to a subrecipient through an intermediary subrecipient, a practice expressly permitted pursuant to FTA Circular 9040.1E, Chapter IV, paragraph 3. FTA uses the example of a state that might pass funds to a nonprofit organization through a local public body. FTA notes that this type of arrangement is not a third party contract.

In the section below, identify the procurement method used for the selection of operator(s) (check only one for each operator):

- Not applicable, grantee is the operator
- Pass Through Operator (Nonprofit corporations only).
- Qualifications-based proposal (RFQ)
- Performance-based proposal (RFP)
- Low Bid proposal (IFB)
- Negotiated Bid (Requires IDOT Concurrence)
- Sole Source
- Other (please describe:)

**G. Operator Managerial and Technical Capacity**

If the grantee is not the operator, please describe the methods employed by the applicant to ensure that the selected operator(s) has the requisite fiscal, managerial and financial capability to provide and or manage the proposed service as required by state and federal regulations and funding agreements:

**SHOW BUS budget, requisitions, financial statements and audits are reviewed by the Grantee Project Manager. In addition, the internal auditor for McLean County reviews the requisitions.**

**H. Contractor Service Monitoring Methodology**

Please describe any planned and regularly scheduled monitoring methods to be employed by the applicant to ensure compliance with service delivery and contract(s) compliance:

**The Grantee Project Manager makes periodic inspections and conducts interviews with the SHOW BUS Director. The internal auditor for McLean County also inspects equipment used by SHOW BUS.**

## V. Other Transportation Services

FTA encourages IDOT to work with their counterparts at state human service agencies, to participate with other states in regional initiatives, and to assist local recipients and subrecipients of Sections 5307, 5310, or 5311 funds to participate in coordinated systems at the local level, along with recipients of funds from the programs of DHHS and other Federal and state programs. Section 5311, RTAP, and Federal transportation planning funds provided to the state may be used in various ways to support eligible activities related to the development and administration of coordinated activities at the state and local level.

The FTA program circular for the Section 5311 program requires that a project application describe how FTA assisted services are or will be coordinated with social service agencies and private transportation providers in the service area. Additionally, TEA-21 includes a new requirement for local governmental agencies and nonprofit organizations that receive assistance from Federal sources other than the FTA for non-emergency transportation services. To the extent feasible these agencies are now required to participate and coordinate with recipients of assistance from FTA in the design and delivery of transportation services. They must be included in the planning for those services.

In developing an annual program of projects, IDOT is obligated to ensure that a fair and equitable distribution of funds of Section 5311 funds has been achieved within the states, including Indian reservations, and that projects must provide for maximum feasible coordination with transportation services assisted by other Federal sources.

In this section, applicants must identify other passenger transportation services (e.g., service provided by other than the operators who will provide service under the project) available in the service area, both public and private.

### A. Coordination with Other Human Service Agencies and Programs

In this section, provide a general narrative of coordination activity by the project with other entities that receive Federal assistance that may also provide passenger transportation.

**SHOW BUS participates in McLean County's Transportation Advisory Council which meets monthly and includes representatives from the following entities, some of which may receive Federal assistance for passenger transportation: Bloomington-Normal Public Transit System, Illinois Department of Human Services, Life Center for Independent Living (LIFE-CIL), McLean County Regional Planning Commission, McLean County Chamber of Commerce, East Central Illinois Area Agency on Aging (ECIAAA) and YWCA. The council explores transportation needs, emphasizing coordination of services and review of any transportation gaps.**

**SHOW BUS also participates in the United Way of McLean County's Executive Council, which is made up of executives from thirty area social service agencies, some of which may receive Federal transportation assistance for passenger transportation.**

**SHOW BUS also meets with the Livingston County Advisory Council, a group made up of representatives from Livingston County social service agencies. Recently, a study group spearheaded by LIFE-CIL began meeting in Livingston County to review transportation needs. That group includes representatives from Futures, Unlimited, private taxi services, LIFE-CIL, Livingston County Public Health Department and various governmental bodies. Again, some of these entities may receive Federal transportation assistance for passenger transportation.**

**SHOW BUS also participates in transportation related organizations that encompass areas wider than the four county area. They include ECIAAA, Illinois Public Transportation Association (IPTA), and Illinois Rural Transit Assistance Center (IRTAC).**

#### **B. Effort to Involve the Private Sector in Public Transit Service Delivery**

Section 5323(a)(1) of the Federal Mass Transit Act of 1964, as amended, requires that FTA funded projects "to the maximum extent feasible" provide for "the participation of private mass transportation companies." While FTA no longer prescribes a particular private sector participation process, the basic requirement still stands.

Describe the project's efforts to involve the private sector below.

**Please see the attached list and letters sent out.**

**Attach copies of requests for proposals, letters, meeting minutes, comments received and proceedings held relating to these requirements as Attachment II to the application.**

**B. Operator Organization and Level of Human Resource Effort**

In this section, provide a description of the level of effort that will be provided by each operator providing service in the project. List the staff positions, by job title, in the following table. List both personnel whose time will be charged to the project, either as a direct or indirect expense by typing "Direct" or "Indirect" in the second column. Also list if the position will be charged to the Administrative category ("Admin") or the Operating category ("Op"). Finally, list the approximate or estimated number of staff, expressed in terms of Full-Time Equivalents (FTEs) in the last column.

Submit one table for each operator.

**Operator's Proposed Transportation Employee Utilization: FY 2007**

Operator: SHOW BUS

Job Title	Direct or Indirect Staff Position	Administration or Operating? (Admin or Op)	Estimated Full-Time Equivalents (FTEs)
Director	Direct	Admin	1
Office Mgr/Bookkeeper	Direct	Admin	.75
Clerical	Direct	Admin	1.75
Dispatch	Direct	Op	.25
Drivers	Direct	Op	7.5

For each operator, submit with this application an organization chart showing all functional divisions of the entity with a detailed organizational breakdown of the transportation unit as Attachment III.

**C. Project Revenue**

Detail all non-IDOT contracts, grants and non-passenger donations (including in-kind) to be used in the provision of Section 5311 Transportation Service: (attach additional pages if necessary)

**Note:** All program contract income from for-profit agencies must be recorded as Section 5311 program revenue and not used as local match.

<b>Contract or Revenue Source</b>	<b>Total Contract Amount</b>	<b>Expected Revenue for the Section 5311 Program</b>
Agency Contracts	\$135,000	\$135,000
Local Government	\$41,000	\$41,000
United Way, Contributed Cash	\$68,185	\$68,185
<b>TOTALS</b>	<b>\$244,185</b>	<b>\$244,185</b>

**D. Fare Structure**

Please describe your proposed fare structure by passenger category, (e.g., adult, senior, disabled, student, child or other) and include or attach a copy of fare structure. Please make note of any multi-ride pass books, tickets etc. and the associated costs to purchase by consumers.

**Senior and Adult \$5 Round Trip Base Fare, \$14.52+ Special Service Round Trip (SSRT) in all counties but Iroquois. A portion of senior fares is reported to Area Agency on Aging vs. IDOT. The fare is not mandatory for seniors in McLean, Livingston and Ford.**

**Adult \$3.50+ Round Trip Base Fare, \$14.52+ SSRT-Iroquois County**  
**Child Sliding Scale**  
 No multi ride discounts

**E. Proposed FY 2007 Budget Instructions – Exhibit B**

All applicants must complete the following Proposed FY 2007 Budget detailed in Exhibit B. If the project uses multiple operators, a separate budget form

Attachment to Page 30

Detailed Description of Proposed Intercity Bus Service. For existing service, the applicant must submit a printed schedule or timetable for intercity bus service.

**SHOW BUS will provide intercity bus service to passengers of all ages according to the following schedule. Passengers will be picked up at a central community location or at their homes. They may access the service by calling 800-525-2454.**

#### **FORD COUNTY**

**Tuesday**

**9:30 Gibson City to Paxton**

**11:00 Paxton to Gibson City**

**1:45 Gibson City to Paxton**

**3:15 Paxton to Gibson City**

#### **LIVINGSTON COUNTY**

**Monday**

**9:15 Fairbury to Bloomington/Normal**

**3:15 Bloomington/Normal to Fairbury**

**Wednesday**

**8:30 Dwight to Bloomington/Normal**

**2:30 Bloomington/Normal to Dwight**

**Friday**

**9:00 Pontiac to Bloomington/Normal**

**3:15 Bloomington/Normal to Pontiac**

#### **MCLEAN COUNTY**

**Tuesday**

**9:30 LeRoy to Bloomington/Normal**

**2:30 Bloomington/Normal to LeRoy**

#### **IROQUOIS COUNTY**

**Every Monday, Wednesday and Friday**

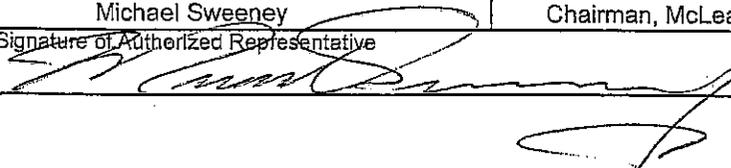
**8:15 Watseka to Kankakee**

**3:15 Kankakee to Watseka**

## Estimated Intercity Bus Project Financing

### FY 2007 Mileage Share Calculation

A.	Projected Total Section 5311 Program Mileage	<u>D250,000</u>
B.	Projected Total Intercity Bus Mileage	<u>E50,000</u>
C.	Percentage Intercity Bus (D divided by E)	<u>F20%</u>
G.	Total Section 5311 Operating Assistance (50% of deficit)	<u>\$ 114,384</u>
H.	Intercity Bus Operating Component (F x G)	<u>\$22,877</u>
I.	Total Section 5311 Adm. Assistance(80% of cost maximum)	<u>\$198,000</u>
J.	Intercity Bus Administrative Component (F x I)	<u>\$39,600</u>
K.	Total Local Share (total non FTA/IDOT funds)	<u>\$287,616</u>
L.	Total Intercity Bus Component (H + J)	<u>\$62,477</u>
M.	Total Non Intercity Bus (G+I-L)	<u>\$249,907</u>
	Total Program Cost (K+ L+ M)	<u>\$600,000</u>

APPLICATION FOR FEDERAL ASSISTANCE		DATE SUBMITTED 18-Apr-06	APPLICANT IDENTIFIER
TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
APPLICANT INFORMATION			
Legal Name: McLean County		Organizational Unit:	
Address (give city, county, State and zip code): McLean County Law & Justice Center 104 W Front Street; POBox 2400 Bloomington, IL 61702-2400		Name and telephone number of person to be contacted on matters involving this application (give area code) Mike Behary 309-888-5160	
EMPLOYER IDENTIFICATION NUMBER (EIN): 37-6001569		7. TYPE OF APPLICANT: (enter appropriate letter) <u>B</u>	
TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision		A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District	
Revision, enter appropriate letter(s) A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (Specify):		H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organizer N. Other (Specify)	
8. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: Section 5311 <u>20 - 509</u> TITLE: Operating Assistance Program		9. NAME OF FEDERAL AGENCY: Federal Transit Administration	
2. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Non-urbanized counties and cities in the downstate Illinois area.		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Public transportation operating assistance grant program for the non-urbanized areas of the State of Illinois and a grant for the Rural Public Transportation Assistance Program.	
3. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date Ending Date 7/1/2006 to 6/30/2007	a. Applicant Johnson, Weller	b. Project Johnson, Weller	
5. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
i. Federal	\$ 312,384.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE <u>4</u> 18-Apr-06	
ii. Applicant	\$	b. NO. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
iii. State	\$	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation <input checked="" type="checkbox"/> No	
iv. Local	\$ 244,185.00		
v. Other	\$		
vi. Program Income	\$ 43,431.00		
vii. TOTAL	\$ 600,000.00		
8. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
i. Type Name of Authorized Representative Michael Sweeney		b. Title Chairman, McLean County Board	c. Telephone Number 309-888-5110
i. Signature of Authorized Representative 			e. Date Signed 4-18-06

**GRANTEE:**

**McLean County**

**Exhibit B**

**FINANCIAL DATA  
PROPOSED FY 2007 BUDGET**

**REVENUES:**

<u>Item</u>	<u>Description</u>	<u>AGENCY TOTAL (ALL TRANSIT)</u>	<u>SECTION 5311 TOTAL BUDGETED</u>	<u>PROJECT INCOME (Proposed)</u>	<u>LOCAL MATCH (Proposed)</u>
401.01	Full Adult Fare	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	
401.02	Senior Citizen Fares	\$ 26,431.00	\$ 26,431.00	\$ 26,431.00	
401.03	Student Fares		\$ -		
401.04	Child Fares		\$ -		
401.05	Disabled Rider Fares		\$ -		
401.06	Parking Lot Fares		\$ -		
401.99	Other Rider Fares		\$ -		
402.00	Special Transit Fares	\$ 135,000.00	\$ 135,000.00		\$ 135,000.00
403.00	School Bus Service		\$ -		
404.00	Freight Tariffs		\$ -		
405.00	Charter Service Revenues		\$ -		
406.00	Auxiliary Revenues		\$ -		
407.01	Sales of Maintenance Service		\$ -		
407.02	Rental of Revenue Vehicles		\$ -		
407.03	Rental of Buildings & Property		\$ -		
407.99	Other Non-transportation Revenue		\$ -		
408.00	Taxes Levied by Transit System		\$ -		
409.00	Local Cash Grants	\$ 41,000.00	\$ 41,000.00		\$ 41,000.00
410.01	Local Disabled Fare Assistance		\$ -		
410.02	Local Senior Fare Assistance		\$ -		
410.03	Local Student Fare Assistance		\$ -		
410.99	Other Local Special Fare Assistance		\$ -		
411.00	State Cash Grants		\$ -		
412.00	State Special Fare Assistance		\$ -		
413.00	Federal Cash Grants (Section 18)	\$ 312,384.00	\$ 312,384.00		
413.99	Other Federal Financial Assistance				
414.00	Interest Income		\$ -		
430.01	Contributed Services - Allowable		\$ -		
430.03	Contributed Services - Unallowable				
430.04	Contra Account for 430.03				
431.00	Contributed Cash	\$ 68,185.00	\$ 68,185.00		\$ 68,185.00
440.00	Subsidy From Other Sources		\$ -		
		<b>AGENCY TOTAL (ALL TRANSIT)</b>	<b>SECTION 5311 TOTAL BUDGETED</b>	<b>PROJECT INCOME (Proposed)</b>	<b>LOCAL MATCH (Proposed)</b>
		\$ 287,616.00	\$ 287,616.00	\$ 43,431.00	\$ 244,185.00

(Exclude grey areas from total)

**TOTAL REVENUE 401 - 440**

**PROPOSED FY 2007 BUDGET**

**McLean County**

**EXPENSES:**

<u>Item</u>	<u>Description</u>	<u>AGENCY TOTAL (ALL TRANSIT)</u>	<u>SECTION 5311 TOTAL BUDGETED</u>	<u>SECTION 5311 ADMINISTRATION (Proposed)</u>	<u>SECTION 5311 OPERATING (Proposed)</u>
<b>LABOR:</b>					
501.01	Operator's Salaries & Wages	\$ 136,250.00	\$136,250.00		\$ 136,250.00
501.02	Training Salaries & Wages	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
501.03	Dispatcher's Salaries & Wages	\$ 8,824.00	\$ 8,824.00		\$ 8,824.00
501.04	Administrative Salaries & Wages	\$ 90,790.00	\$ 90,790.00	\$ 90,790.00	
501.99	Other Salaries & Wages		\$ -		
	<b>TOTAL</b>	<b>\$ 237,864.00</b>	<b>\$ 237,864.00</b>	<b>\$ 91,790.00</b>	<b>\$ 146,074.00</b>
<b>FRINGE BENEFITS:</b>					
502.01	FICA	\$ 20,038.00	\$ 20,038.00	\$ 7,678.00	\$ 12,360.00
502.02	Pensions & Long Term Disability	\$ 3,800.00	\$ 3,800.00	\$ 1,656.00	\$ 2,144.00
502.03	Health Insurance	\$ 21,500.00	\$ 21,500.00	\$ 12,500.00	\$ 9,000.00
502.04	Dental Plans		\$ -		
502.05	Life Insurance	\$ 1,422.00	\$ 1,422.00	\$ 747.00	\$ 675.00
502.06	Short Term Disability		\$ -		
502.07	Unemployment Insurance		\$ -		
502.08	Worker's Compensation	\$ 15,915.00	\$ 15,915.00	\$ 447.00	\$ 15,468.00
502.09	Sick Leave		\$ -		
502.10	Holiday		\$ -		
502.11	Vacation	\$ 24,700.00	\$ 24,700.00	\$ 10,700.00	\$ 14,000.00
502.12	Other Paid Absence		\$ -		
502.13	Uniform Allowance	\$ 4,280.00	\$ 4,280.00		\$ 4,280.00
502.99	Other Fringe Benefits	\$ 3,552.00	\$ 3,552.00	\$ 1,220.00	\$ 2,332.00
	<b>TOTAL</b>	<b>\$ 95,207.00</b>	<b>\$95,207.00</b>	<b>\$ 34,948.00</b>	<b>\$ 60,259.00</b>
<b>SERVICES:</b>					
503.01	Management Services		\$ -		
503.02	Advertising Services	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
503.03	Professional & Technical Services	\$ 17,220.00	\$ 17,220.00	\$ 17,220.00	
503.04	Temporary Services	\$ 2,200.00	\$ 2,200.00		\$ 2,200.00
503.05	Contract Maintenance	\$ 36,230.00	\$ 36,230.00	\$ 1,230.00	\$ 35,000.00
503.06	Custodial Services		\$ -		
503.07	Security Services		\$ -		
503.99	Other Services	\$ 6,834.00	\$ 6,834.00		\$ 6,834.00
	<b>TOTAL</b>	<b>\$ 63,484.00</b>	<b>\$63,484.00</b>	<b>\$ 19,450.00</b>	<b>\$ 44,034.00</b>

PROPOSED FY 2007 BUDGET (continued)

McLean County

**EXPENSES:**

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
<b>MATERIALS &amp; SUPPLIES:</b>					
504.01	Fuel & Lubricants Consumed	\$ 79,670.00	\$ 79,670.00		\$ 79,670.00
504.02	Tires & Tubes Consumed	\$ 4,340.00	\$ 4,340.00		\$ 4,340.00
504.03	Inventory Purchases	\$ 8,900.00	\$ 8,900.00	\$ 7,200.00	\$ 1,700.00
504.99	Other Materials & Supplies	\$ 825.00	\$ 825.00	\$ 425.00	\$ 400.00
	TOTAL	\$ 93,735.00	\$93,735.00	\$ 7,625.00	\$ 86,110.00
<b>UTILITIES:</b>					
505.02	Telephone	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	
505.99	Other, I.e. Natural Gas, Electric, etc.	\$ 1,050.00	\$ 1,050.00		\$ 1,050.00
	TOTAL	\$ 9,050.00	\$ 9,050.00	\$ 8,000.00	\$ 1,050.00
<b>CASUALTY &amp; LIABILITY:</b>					
506.01	Physical Damage Insurance	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00	
506.03	Liability & Property Insurance	\$ 38,270.00	\$ 38,270.00	\$ 38,270.00	
506.04	Uninsured Settlements		\$ -		
506.05	Provisions for Uninsured Settlements		\$ -		
506.06	Recoveries of Settlements		\$ -		
506.08	Other Corporate Insurance		\$ -		
506.99	Other Insurance		\$ -		
	TOTAL	\$ 67,270.00	\$67,270.00	\$ 67,270.00	\$ -
<b>TAXES:</b>					
507.00	TOTAL	\$ 360.00	\$ 360.00	\$ 360.00	
<b>PURCHASED TRANSPORTATION:</b>					
508.00	TOTAL	\$ -	\$ -		
<b>MISCELLANEOUS:</b>					
509.01	Dues & Subscriptions	\$ 1,080.00	\$ 1,080.00	\$ 1,080.00	
509.02	Travel & Meetings	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
509.03	Bridge, Tunnel, & Highway Tolls		\$ -		
509.04	Entertainment Expense				
509.05	Charitable Donations				
509.06	Fines & Penalties				
509.07	Bad Debt Expense				
509.08	Advertising/Promotion Media	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	
509.99	Other Miscellaneous Expense		\$ -		
	TOTAL (Excluding Grey Areas)	\$ 6,180.00	\$ 6,180.00	\$ 6,180.00	\$ -

**PROPOSED FY 2007 BUDGET (continued)**  
**EXPENSES**

**McLean County**

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
<b>INTEREST:</b>					
511.01	Long Term Debt Obligation		\$ -		
511.02	Short Term Debt Obligation	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	
	<b>TOTAL</b>	<b>\$ 7,000.00</b>	<b>\$ 7,000.00</b>	<b>\$ 7,000.00</b>	<b>\$ -</b>
<b>LEASES &amp; RENTALS:</b>					
512.01	Transit Way Structures, etc.		\$ -		
512.02	Passenger Stations		\$ -		
512.03	Passenger Parking Facilities		\$ -		
512.04	Passenger Revenue Vehicles		\$ -		
512.05	Service Vehicles	\$ 3,400.00	\$ 3,400.00		\$ 3,400.00
512.06	Operating Yards or Stations	\$ 10,450.00	\$ 10,450.00		\$ 10,450.00
512.07	Maintenance Facilities		\$ -		
512.10	Data Processing Facilities		\$ -		
512.11	Revenue Collection Facilities		\$ -		
512.12	Other Administrative Facilities	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	
	<b>TOTAL</b>	<b>\$ 19,850.00</b>	<b>\$ 19,850.00</b>	<b>\$ 6,000.00</b>	<b>\$ 13,850.00</b>
<b>DEPRECIATION &amp; AMORTIZATION</b>					
513.00	<b>TOTAL</b>				
<b>CONTRIBUTED SERVICES</b>					
530.00	<b>TOTAL</b>				
<b>INELIGIBLE EXPENSES</b>					
550.00	<b>TOTAL</b>				
<b>DIRECT EXPENSE SUB-TOTAL</b>		<b>\$ 600,000.00</b>	<b>\$ 600,000.00</b>	<b>\$ 248,623.00</b>	<b>\$ 351,377.00</b>
<b>ICR</b>	<b>Indirect Cost Rate</b>	0.00% <b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>AGENCY TOTAL (ALL TRANSIT)</b>	<b>SECTION 5311 TOTAL BUDGETED</b>	<b>SECTION 5311 ADMINISTRATION (Proposed)</b>	<b>SECTION 5311 OPERATING (Proposed)</b>
(Exclude grey areas from total)					
<b>TOTAL EXPENSES 501 - 530 &amp; ICR</b>		<b>\$ 600,000.00</b>	<b>\$ 600,000.00</b>	<b>\$ 248,623.00</b>	<b>\$ 351,377.00</b>

Please identify all anticipated Contracts or Services of \$10,000 or more to a single vendor.

Contracts and Service Agreements	\$ Amount
Enter the anticipated contracts or services (e.g., Insurance)	\$0.00
Vehicle Insurance	\$65,470
Audit	\$8,800

FY 2007 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE

Name of Applicant: McLean County

The Applicant agrees to comply with applicable requirements of Categories 1 - 16. (The Applicant may make this selection in lieu of individual selections below.)

OR

The Applicant agrees to comply with the applicable requirements of the following Categories it has selected (Note: IDOT Section 5311 Projects Must Select Items (1) through (11) and (15)).

- |      |   |                                     |
|------|---|-------------------------------------|
| (1)  | Certifications and Assurances Required of Each Applicant  | <input checked="" type="checkbox"/> |
| (2)  | Lobbying Certification  | <input checked="" type="checkbox"/> |
| (3)  | Certification Pertaining to Effects on Private Mass Transportation Companies  | <input checked="" type="checkbox"/> |
| (4)  | Public Hearing Certification for a Project with Substantial Impacts   | <input checked="" type="checkbox"/> |
| (5)  | Certification for the Purchase of Rolling Stock   | <input checked="" type="checkbox"/> |
| (6)  | Bus Testing Certification   | <input checked="" type="checkbox"/> |
| (7)  | Charter Service Agreement   | <input checked="" type="checkbox"/> |
| (8)  | School Transportation Agreement   | <input checked="" type="checkbox"/> |
| (9)  | Certification for Demand Responsive Service   | <input checked="" type="checkbox"/> |
| (10) | Prevention of Alcohol Misuse and Prohibited Drug Use Certification  | <input checked="" type="checkbox"/> |
| (11) | Certification Required for Interest and Other Financing Costs   | <input checked="" type="checkbox"/> |
| (12) | Intelligent Transportation Systems Program Assurance  | <input type="checkbox"/>            |
| (13) | Certifications and Assurances for the Urbanized Area Formula Program, the Job Access and Reverse Commute Program, and the Clean Fuels Formula Program | <input type="checkbox"/>            |
| (14) | Certifications and Assurances for the Elderly and Persons with Disabilities Program   | <input type="checkbox"/>            |
| (15) | Certifications and Assurances for the Nonurbanized Area Formula Program   | <input checked="" type="checkbox"/> |
| (16) | Certifications and Assurances for the State Infrastructure Bank (SIB) Program   | <input type="checkbox"/>            |

**FISCAL YEAR 2007 FTA CERTIFICATIONS AND ASSURANCES**

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

Name of Applicant: McLean County

Name and Relationship of Authorized Representative:

Michael Sweeney, McLean County Board Chair

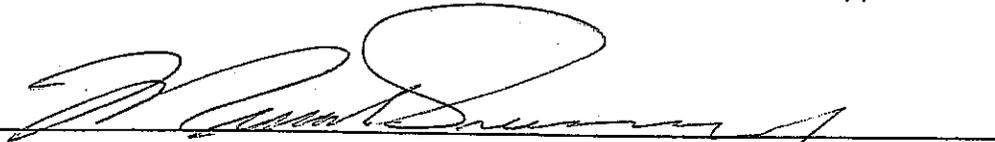
BY SIGNING BELOW I, Michael Sweeney, on behalf of the Applicant, declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and administrative guidance required for each application it makes to the Illinois Department of Transportation for Federal Transit Administration (FTA) in Fiscal Year 2007.

FTA intends that the certifications and assurances the Applicant selects on page 1 of this document, as representative of the certifications and assurances in Exhibit C, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Fiscal Year 2007.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to IDOT/FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Nonurbanized Area Formula Program, 49 U.S.C. 5311, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature



Date:

4-18-06

Name Michael Sweeney

*Authorized Representative of Applicant*

**AFFIRMATION OF APPLICANT'S ATTORNEY**

for McLean County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature

Eric T. Ruud

Date:

March 27, 2006

Name

Eric T. Ruud

*Applicant's Attorney*

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Attorney's affirmation of the Applicant's legal capacity.

# McLean County Board Resolution

(Revised 1/05)

Number \_\_\_\_\_

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will provide all required local matching funds.

Section 3. That the Board Chair of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 4. That the Board Chair of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

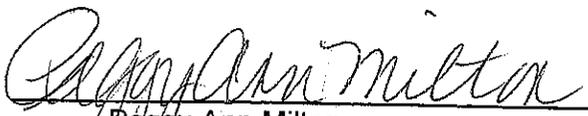
Section 5. That the Board Chair of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 6. That the Board Chair of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this 18<sup>th</sup> day of April, 2006

Attest:

Approved:

  
Peggy Ann Milton  
County Clerk  
McLean County, IL

  
Michael Sweeney  
Chair  
McLean County Board

## Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

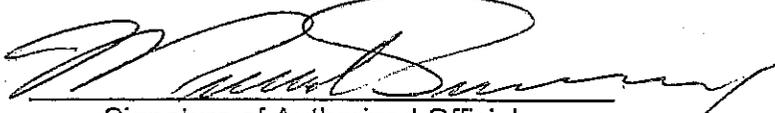
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, McLean County Board hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the McLean County Board on the 18<sup>th</sup> day of April, 2006.

Officer or Official of Applicant

  
Signature of Authorized Official

Chair, McLean County Board  
Title

4-18-06  
Date

**Applicant's Certification Of Intent**

Applicant: McLean County

Address: 104 W Front Street, POBox 2400

Bloomington, IL 61702-2400

<u>Michael Behary</u>	<u>Grantee Project Manager</u>	<u>309-888-5160</u>
Contact Person	Title	Telephone

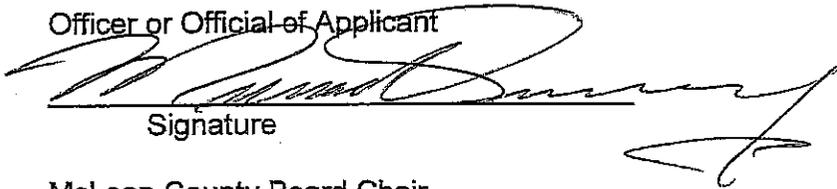
309-888-5768  
Fax Number

Mike.behary@mcleancountvil.gov  
E-Mail Address

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Division of Public Transportation for grants under Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

I hereby certify that I have reviewed this application including all attachments and information, and have found it to be true and correct.

Officer or Official of Applicant



Signature

McLean County Board Chair

Title

4-18-06  
Date

## Ordinance

ORDINANCE NUMBER \_\_\_\_\_  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN MCLEAN COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, McLean County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of McLean County that:

Section 1. McLean County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of McLean shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Chair of the McLean County Board is hereby authorized and directed to execute and file on behalf of McLean County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Chair of the McLean County Board is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

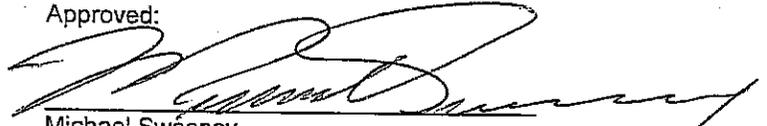
ADOPTED by the County Board of McLean County on the 18th day of April, 2006

Attest:



Peggy Ann Milton  
County Clerk  
McLean County, IL

Approved:



Michael Sweeney  
Chair  
McLean County Board

APPLICATION  
FY2007

EXHIBIT I (5311) / OP-6F (DSU)  
MC LEAN COUNTY

SECTION 5311 NON-VEHICLE CAPITAL ASSET INVENTORY

Grantee	Capital Asset Use or Description	Contract Number	State Grant Number	Fed. Grant Number	Total Purchase Price	State Funds	State %	Fed. Funds	Fed. %	Local Funds	Local %	Date In Service / Purchase	Condition of Asset G, F, P	Date Last Inspected	Date of Disposition
McLean County	Dell computer/printer	3136	RPT-01-014		2,263.00	480.00	100%	\$1,131.50	50%	\$1,131.50	50%	2001 June	P	03/08/06	
McLean County	GTX Radio 867FEG0490	3114	CAP-00-731-ILL		480.00	480.00	100%					2001 July	F	03/08/06	
McLean County	GTX Radio 867FEG1359	3114	CAP-00-731-ILL		480.00	480.00	100%					2001 July	F	03/08/06	
McLean County	GTX Radio 867FEG1345	3114	CAP-00-731-ILL		480.00	480.00	100%					2001 July	F	03/08/06	
McLean County	GTX Radio 867FEG0489	3114	CAP-00-731-ILL		480.00	480.00	100%					2001 July	F	03/08/06	
McLean County	GTX Radio 867FEG1307	3114	CAP-00-731-ILL		480.00	480.00	100%					2001 July	F	03/08/06	
McLean County	GTX Radio 867FEG1356	3114	CAP-00-731-ILL		480.00	480.00	100%					2001 July	F	03/08/06	
McLean County	GTX Radio 867FEB1144	3114	CAP-00-731-ILL		480.00	480.00	100%					2001 July	F	03/08/06	
McLean County	GTX Radio 867FEB1143	3114	CAP-00-731-ILL		480.00	480.00	100%					2001 July	F	03/08/06	
McLean County	GTX Radio 867FEB1144	3114	CAP-00-731-ILL		480.00	480.00	100%					2001 July	F	03/08/06	
McLean County	Gateway Computer 28047424	3212	CAP-01-776-ILL		1,759.00	1,759.00	100%					2002 Aug	G	03/08/06	
McLean County	Gateway Computer 28047425	3212	CAP-01-776-ILL		1,759.00	1,759.00	100%					2002 Aug	G	03/08/06	
McLean County	GTX Radio 867FCL0608	3212	CAP-01-776-ILL		550.00	550.00	100%					2002 May	G	03/08/06	
McLean County	GTX Radio 867FCL0609	3212	CAP-01-776-ILL		550.00	550.00	100%					2002 May	G	03/08/06	
McLean County	GTX Radio 867FCL0610	3212	CAP-01-776-ILL		550.00	550.00	100%					2002 May	G	03/08/06	
McLean County	GTX Radio 867FCL0611	3212	CAP-01-776-ILL		550.00	550.00	100%					2002 May	G	03/08/06	
McLean County	GTX Radio 867FCL0612	3212	CAP-01-776-ILL		550.00	550.00	100%					2002 May	G	03/08/06	
McLean County	GTX Radio 867FCL0613	3212	CAP-01-776-ILL		550.00	550.00	100%					2002 May	G	03/08/06	
McLean County	MTX Radio	3212	CAP-01-776-ILL		665.00	665.00	100%					2002 May	G	03/08/06	
McLean County	Compler 31705065	3366	CAP-03-843-ILL		2,445.00	2,445.00	100%					2004 April	F	03/08/06	
McLean County	Dell Computer	Sale of Veh			1,671.00	Sale of veh.						2004 Aug	G	03/08/06	
McLean County	Office desks, software upgrade	Sale of Veh			703.61	Sale of veh.						2004 Sept	G	03/08/06	
McLean County	Wheelchairs	Sale of Veh			873.29	Sale of veh.						2004 Dec	G	03/08/06	
<b>FACILITIES:</b>															
<b>DISPOSITION:</b>															

APPLICATION  
FY2007

EXHIBIT J (5311) / OP-6E & OP-6G (DSU)  
MC LEAN COUNTY  
SECTION 5311 VEHICLE INVENTORY SUMMARY

VEHICLE CONDITION CODE      VEHICLE STATUS CODE  
EXCELLENT                      ACTIVE      A  
GOOD                              RESERVE      RV  
FAIR                                OUT OF SERVICE      O  
POOR                                REPLACED      RPL  
INOPERABLE                      DISPOSED      D

DISPOSED VEHICLE VIN	TITLE HOLDER OWNER	OPERATOR	BUS FLEET #	CHASSIS YEAR	CHASSIS MANUF.	VEHICLE TYPE	VEHICLE LENGTH	STATE GRANT NUMBER	FED GRANT NUMBER	Acquisition COST	Dollars of FEDERAL Participation	DATE IN SERVICE/ PURCHASE	FTA ELIGIBLE REPLACEMENT DATE	CURRENT MILEAGE	CURRENT VEHICLE CONDITION	DATE OF LAST IDOT INSPECTION	VEHICLE STATUS
256KB3124TK184688	Meadows/SHOW BUS	SHOW BUS	4	96	Dodge	Raised roof van	20'	CAP-95-535	IL-16-0015	\$ 33,233.00	\$ 26,565.50	10/17/96	1996	105,645	POOR	03/06/06	O
1FDXE40E3MKB91379	McLean County	SHOW BUS	15	98	Ford	Medium Duty	23.3'	CAP-98-516		\$ 53,197.00		12/14/98	1998	148,743	FAIR	03/06/06	RPL
2B7LB3123WKL58253	McLean County	SHOW BUS	16	98	Dodge	Raised roof van	20'	CAP-98-016		\$ 35,417.00		12/14/98	1998	176,164	FAIR	03/06/06	RPL
296LB3125YK124040	Meadows/SHOW BUS	SHOW BUS	17	2000	Dodge	Raised roof van	20'	ECIAAA/LOCAL		\$ 45,000.00		07/10/00	2000	129,482	FAIR	03/06/06	A
2B7LB3127YK169468	McLean County	SHOW BUS	18	2000	Dodge	Raised roof van	20'	CAP-00-690-ILL		\$ 37,694.00		07/20/00	2000	97,733	FAIR	03/06/06	A
1FDXE45F0YHC01202	McLean County	SHOW BUS	19	2000	Ford	Medium Duty	23.3'	CAP-00-690-ILL		\$ 54,699.00		11/03/00	2000	141,945	GOOD	03/06/06	A
1FDXE45F5YHC01227	McLean County	SHOW BUS	20	2000	Ford	Medium Duty	23.3'	CAP-00-690-ILL		\$ 54,699.00		11/27/00	2000	104,181	GOOD	03/06/06	A
1FDWE35L57HB52792	McLean County	SHOW BUS	21	2003	Ford	Light Duty	20'	CAP-02-791-CVP	IL-03-0225	\$ 44,353.00	\$ 35,482.00	12/20/02	2002	103,910	GOOD	03/06/06	A
1FDXE45F21HB05538	McLean County	SHOW BUS	22	2002	Ford	Medium Duty	23.3'	CAP-02-791-CVP	IL-03-0225	\$ 52,561.00	\$ 42,049.00	01/24/03	2003	89,129	GOOD	03/06/06	A
1FDXE45F421B05539	McLean County	SHOW BUS	23	2002	Ford	Medium Duty	23.3'	CAP-01-743-CVP	IL-03-0213	\$ 52,561.00	\$ 42,049.00	01/24/03	2003	79,140	GOOD	03/06/06	A
VE39L33KH88076	McLean County	SHOW BUS	24	2003	Ford	Light Duty	20'	CAP-03-958-CVP	IL-18-X018	\$ 54,404.53	\$ 43,523.63	02/20/04	2004	58,204	EXCELLENT	03/06/06	A
1FDXE45F52HB0551	Meadows/SHOW BUS	SHOW BUS	25	2003	Ford	Medium Duty	23.3'	194 CVP	IL-18-X018	\$ 45,619.83	\$ 36,493.86	04/08/04	2004	44,895	EXCELLENT	03/06/06	A
1FDXE45F5YHB31782	McLean County	SHOW BUS	26	2005	Ford	Medium Duty	23.3'	CAP-04-876-CVP	IL-16-0030	\$ 59,435.00	\$ 58,435.00	09/30/04	2004	68,387	EXCELLENT	03/06/06	A
1FDXE45P15H26630	McLean County	SHOW BUS	27	2005	Ford	Medium Duty	23.3'	CAP-04-876-CVP	IL-16-0030	\$ 59,435.00	\$ 58,435.00	11/04/05	2005	11,180	EXCELLENT	03/06/06	A
1GBDV13L75D285377	Bloomington Normal Tr.	SHOW BUS	29	2005	Chevrolet	Mini Van	16.6'		IL-16-0021	\$ 58,435.00	\$ 58,435.00	11/07/05	2005	1,914	EXCELLENT	03/06/06	A
DISPOSED VEHICLES:																	
1FTJES469R1B78592	McLean County	SHOW BUS	3	94	Ford	Raised roof van	20'	CAP-94-480-ILL		\$ 35,597.00		12/01/94	1994	SOLD	SOLD	07/21/04	SOLD
4CXK54E2P2106426	Meadows/SHOW BUS	SHOW BUS	11	93	MST	Heavy Duty		CAP-92-401 FED	IL-16-0016	\$ 65,152.00	\$ 52,122.00	05/01/93	1993	SOLD	SOLD	02/22/05	SOLD
1FDLE40P2V1B52790	Meadows/SHOW BUS	SHOW BUS	14	97	Ford	Medium Duty	23.3'	IL-97-559 FED	IL-16-0021	\$ 52,657.00	\$ 42,125.00	07/26/97	1997	SOLD	SOLD	02/22/05	SOLD



SAMPLE

COPY

DEPARTMENT OF BUILDING & ZONING  
(309) 888-5160 Fax (309) 888-5768 [www.mclean.gov](http://www.mclean.gov)  
115 E. Washington, Room M192, P.O. Box 2400, Bloomington, Illinois 61702-2400

March 20, 2006

Bloomington Normal Public Transportation  
104 E. Oakland Avenue  
Bloomington, IL 61701

**RE:** Opportunity to Provide Rural Public Transportation in McLean, Livingston, Ford & Iroquois Counties

Dear Transportation Provider:

McLean County applies annually to the Illinois Department of Transportation (IDOT) on behalf of the four above named counties for Section 5311 federal transit funding to help fund rural public transportation. These funds have been received since 1988 to operate rural public transportation in McLean and Livingston Counties. Ford County was added in 1989. Iroquois County was added in 1992.

SHOW BUS, which is sponsored by Meadows Mennonite Retirement Community, is currently the provider of this service. SHOW BUS offers public transportation in the four county area Monday through Friday. Service is open to wheelchair passengers as well as to those who are ambulatory.

According to Section 5311 requirements, private transportation providers in the four county area need to be informed about this service and asked if they are interested in participating in a contract for service arising from a funding agreement under the Section 5311 Rural Public Transportation Funding Assistance Program. Any provider would need to deliver all of the transportation obligations under the terms of the contract with IDOT for the four county area.

Please contact me by March 31, 2006 if you are interested in providing this public transportation or if I can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Mike Behary". The signature is written in a cursive, flowing style.

Mike Behary, County Planner  
Grantee Project Manager

## Providers List for 2007 Application

Beyer Twin City Cab & Circle City Cab  
1001 West Washington Street  
Bloomington, IL 61701

The ARC  
700 E. Elm Street  
Watseka, IL 60970

Checker Cab Inc.  
1508 South Main Street  
Bloomington, IL 61701

Bee Express Taxi Cab  
100 N. Main Street  
Pontiac, IL 61764

Dehm Bus Service  
8 N. 3<sup>rd</sup>  
Chatsworth, IL 60921

Ryder Student Transportation  
1103½ E. Croxton Avenue  
Bloomington, IL 61701

Volunteer Services of Iroquois County  
1001 E. Grant Street  
Watseka, IL 60970

TLC Express  
334 ½ E. Baker Street  
Bloomington, IL 61701

St. Mary's Hospital  
111 East Spring Street  
Streator, IL 61364

Wilken Bus Service  
1565 N 600 E Road  
Onarga, IL 60955

Willow Estates Cooperative, Inc.  
RR 1 Box W-27  
Beaverville, IL 60912

Red Top Cab  
208 North Morris Avenue  
Bloomington, IL 61701

Elegant Limousines / Bloomington Charter  
112 E. Jefferson  
Bloomington, IL 61701

Good Times Taxi  
901 W. Water Street  
Pontiac, IL 61764

Dave Wenger Transportation  
510 W Oak Street  
Fairbury, IL 61739

Dwight Cab Service  
414 S Lincoln Street  
Dwight, IL 60420

Lifeline Mobile Medic Van  
112 Southgate Drive  
Bloomington, IL 61701

First Student  
704 S McLean Street  
Bloomington, IL 61701

Aaron Party Bus  
1628 Commerce Parkway  
Bloomington, IL 61704

Anderson Top Hat Limo  
110 Main Street  
Emington, IL 60934

March 21, 2006

Page - 2 -

Baker Chauffeuring  
209 W Division Street  
Bloomington, IL 61701

Blue Nite Limo  
402 N Roosevelt Street  
Bloomington, IL 61701

Cassano Limo  
P.O. Box 534  
Peoria, IL 61651

L&M Limo  
509 Smith Lane  
Dwight, IL 60420

Miss Ann's Charter  
115 S Regency Drive  
Bloomington, IL 61704

Gerdes Transportation  
511 E Locust Street  
Chatsworth, IL 60921

RE Moore & Company  
1607 Visa Drive  
Normal, IL 61761

YMCA Transportation  
905 N Main Street  
Normal, IL 61761

Sheldon Transportation Inc.  
1121 N Jefferson Street  
Watseka, IL 60970

Crawford Bus Systems  
809 ½ S 2<sup>nd</sup> Street  
Watseka, IL 60970

Red Arrow Bus  
326 E Cherry Street  
Watseka, IL 60970

Dwight Cab Service  
414 S Lincoln Street  
Dwight, IL 60420

Futures Unlimited  
210 E. Torrance Avenue  
Pontiac, IL 61764

Bloomington Normal Public Transportation  
104 E. Oakland Avenue  
Bloomington, IL 61701

Turner Bus Service  
209 ½ S Old Route 66  
Dwight, IL 60420

SHOW BUS ORGANIZATIONAL CHART

Meadows Mennonite Retirement Community

MMRC Board

MMRC CEO

SHOW BUS

Advisory Council

Director

Volunteers

Drivers

Dispatch

Office Mgr/Bookkeeper

Secretarial



McLean County

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

TO: Chairman Matt Sorensen and Finance Committee  
FROM: <sup>MJB</sup> Mike Behary, County Planner  
DATE: March 27, 2006  
RE: SHOW BUS Items

---

The attached are key sections of the application and the purchase of service agreement that are similar to the ones presented last year. Please see the complete documents at the Department of Building and Zoning.

- 1) **Section 5311 – Operating Assistance Application for Fiscal Year 2007:** This application is with the Illinois Department of Transportation and coincides with their fiscal year.
- 2) **Purchase of Service Agreement:** This is an agreement between McLean County and SHOW BUS that is similar to the one now in effect.

Laura Dick the Director of SHOW BUS and I will be present at the April 4<sup>th</sup> Finance Committee meeting to answer any questions or concerns. Please call me if I can be of further assistance.

Enclosures: Key section of the Operating Assistance Application & Purchase of Service Agreement

**PURCHASE OF SERVICE AGREEMENT**  
**FOR THE RURAL GENERAL PUBLIC TRANSPORTATION**  
**under the Section 5311 Operating and Assistance program**

between

McLean County

and

Meadows Mennonite Retirement Community

d / b / a SHOW BUS

Contract Number \_\_\_\_\_

State Fiscal Year 2007

TABLE OF CONTENTS

<u>Item Number</u>	<u>Title</u>	<u>Beginning on Page</u>
1	DEFINITIONS	1
2	THE PROJECT SCOPE	2
3	AMOUNT OF GRANT	2
4	DOCUMENTS FORMING THIS AGREEMENT	2
5	ILLINOIS GRANT FUNDS RECOVERY ACT	2
6	ACCOMPLISHMENT OF THE PROJECT	3
7	CONTINUANCE OF SERVICE	4
8	USE OF FACILITIES	4
9	ETHICS	5
10	THE PROJECT BUDGET	5
11	ACCOUNTING RECORDS	6
12	REQUISITIONS AND PAYMENTS	8
13	RIGHT OF GRANTEE TO TERMINATE	9
14	PROJECT SETTLEMENT AND CLOSE-OUT	9
15	PROVIDER'S WARRANTIES	9
16	CONTRACTS OF THE PROVIDER	9
17	COMPETITIVE BIDDING	10
18	THIRD PARTY CONTRACT CHANGES	10
19	PRE-BID REVIEW	10
20	ASSIGNMENT OF AGREEMENT	10
21	INDEMNIFICATION AND INSURANCE	10
22	NON-WAIVER	11
23	NON-COLLUSION	11
24	INDEPENDENCE OF PROVIDER	11
25	LABOR LAW COMPLIANCE	11

TABLE OF CONTENTS (cont'd)

<u>Item Number</u>	<u>Title</u>	<u>Beginning on Page</u>
26	EQUAL EMPLOYMENT OPPORTUNITY AND FAIR EMPLOYMENT PRACTICES	12
27	PAYMENT WITHHOLDING, DELAY, TERMINATION, AND RECALL	14
28	SEVERABILITY	15
29	PATENT RIGHTS	15
30	AMENDMENT	15
31	TITLES	15
32	SCHOOL BUS OPERATIONS	15
33	NON-CONSTRUCTION CONTRACTS	15
34	SUBSTANCE ABUSE	16
35	PREFERENCE FOR RECYCLED PRODUCTS	16
36	DEBARMENT AND SUSPENSION	16
37	ENVIRONMENTAL, RESOURCE CONSERVATION AND ENERGY REQUIREMENTS	15
38	CHARTER SERVICE OPERATIONS	18
39	PRIVACY	18
	<u>Exhibic A - Final Approved Service Plan</u>	
	<u>Exhibic B - Approved Project Budget</u>	
	<u>Exhibic C - Drug-free Workplace Certification</u>	
	<u>Exhibic D - Special Provisions to the Agreement</u>	

This Agreement is made by and between McLean County (hereinafter referred to as "Grantee") and MMRC d/b/a SHOW BUS (hereinafter referred to as the "Provider" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a non-urbanized area of Illinois (herein referred to as the Project);

WHEREAS, the Grantee has applied under the Section 5311 of the Federal Transit Act, as amended, (49 USC App 1614), to the Illinois Department of Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project;

WHEREAS, the Grantee's application has been approved by IDOT;

WHEREAS, the Grantee has made application under the provisions of Illinois Combined Statutes 20 ILCS 2705/49 et seq., paragraph 30 ILCS 415/2 et seq. (1992 State Bar Edition), herein referred to as the "Acts";

WHEREAS, the Provider has been selected by the Grantee to provide public transportation services;

WHEREAS, such application has been approved by IDOT; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the provision of service, to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

#### ITEM 1 - DEFINITIONS

As used in this Agreement:

- (a) "Grantee" means the McLean County.
- (b) "IDOT" means the Illinois Department of Transportation, Division of Public Transportation.
- (c) "FTA" means the Federal Transit Administration of the United States Grantee of Transportation.
- (d) "Government" means the government of the United States of America.
- (e) "Provider" means a provider of transit service participating in the Section 5311 program and supplying transportation services for the Project under contract to the Grantee.
- (f) "Project Costs" means the sum of eligible costs incurred by the Provider and/or its Operator(s) in performing the Project.
- (g) "USDOT" means the United States Department of Transportation

ITEM 2 - PROJECT SCOPE

The Provider agrees to provide the public transportation services described in the Grantee's Final Approved Application and Service Plan on file at the IDOT offices. Provider's Service Plan is incorporated into this Agreement as Exhibit A, and made a part hereof. Provider shall not reduce, terminate, or substantially change such public transportation without the prior written approval of the Grantee.

ITEM 3 - AMOUNT OF CONTRACT

Under the Section 5311 program administered by IDOT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year 1995 in the provision of public transportation services approved by the Grantee. In no event shall the Provider's payment under this Agreement exceed the total funding available for the Project Costs. Total funding for the Project Costs is \$ 312,384.

The Provider agrees that it will provide, or cause to be provided, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended, sufficient funds to meet the non-IDOT portion of the operating deficit and administrative expenses.

ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this Part, entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's Application, Exhibit B, entitled "Approved Project Budget," and Exhibit C, entitled "State of Illinois Drug Free Workplace Certification," all of which are by this reference specifically incorporated herein.

ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This Agreement is subject to the Illinois Grant Funds Recovery Act, 20 ILCS 705/1. This Agreement is valid until June 30, 2007 and grant funds are available to Provider and may be expended by Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the agreement or by the expiration of the period of time funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 14 of this Agreement.

This ITEM is subject to further revision at the sole determination and discretion of the Grantee.

ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

- a. General Requirements - The Provider shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Service Plan, and all applicable laws and Grantee guidelines.
- b. Pursuant to Federal, State, and Local Law - In performance of its obligations pursuant to this Agreement, the Provider and its contractors shall comply with all applicable provisions of Federal, State and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.  

The Provider agrees that the most recent of such Federal and State requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either IDOT or FTA, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new Federal and State laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal and State requirements, the Provider agrees to include in all third party contracts financed with Government (FTA & IDOT) assistance specific notice that Federal and State requirements may change and the changed requirements will apply to the project as required.
- c. Project Funds - The Provider shall initiate and prosecute to completion all proceedings necessary to enable the Provider to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs.
- d. Changed Conditions Affecting Performance - The Provider shall immediately notify the Grantee of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this contract.
- e. No Government Obligations to Third Parties - The Grantee shall not be subject to any obligations or liabilities by contractors of the Provider or their subcontractors or any other person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this Agreement without its specific written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

#### ITEM 7 - CONTINUANCE OF SERVICE

The Provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Provider's Final Approved Service Plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least 30 days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Provider shall give written notice of the proposed action to the Grantee and all units of local government within the Provider's service area.

#### ITEM 8 - USE OF FACILITIES

The Provider agrees that the Project facilities will be used for the provision of transportation service within the Grantee's service area substantially as described in the Provider's Final Approved Service Plan. Such facilities shall be used in the provision of said service during the effective period of this Agreement in accordance with generally accepted accounting principles and IDOT, FTA and Grantee guidelines. If, during such period, such facilities are not used for transportation service at the initiative of the Provider, the Provider shall immediately notify the Grantee.

The Provider shall keep satisfactory records with regard to the use of the facilities and submit to the Grantee upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Grantee in all cases where Project facilities are used in a manner substantially different from that described in the Final Approved Service Plan. The Provider shall maintain in amount and form satisfactory to the Grantee such insurance or self-insurance as will be adequate to protect Project facilities throughout the period of required use. The Provider shall also submit at the request of the Grantee, upon forms provided by IDOT, a certification that the Project facilities are being used in accordance with the terms of this ITEM.

#### Encumbrance of Project Property.

- (a) Unless expressly authorized in writing by the IDOT, the Provider agrees to refrain from:
- (1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Grantee interest in any Project real property or equipment; or
  - (2) Obligating itself in any manner to any third party with respect to Project real property or equipment.
- (b) The Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Grantee interest or impair the Provider's continuing control over the use of Project real property or equipment.

ITEM 38 - CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1602 (f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees, administer any system of records on behalf of the Federal Government, the Privacy Act of 1974 (The Act), 5 U.S.C. Section 552a, imposes information restrictions on the party managing the system of records.

ITEM 40 - MATCHING FUNDS

It is hereby expressly agreed by the Provider that it will cause to be provided all matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into with the State of Illinois.

ITEM 41 - FUNDING DELAY

It is hereby expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund Provider's program hereunder. That if the "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantee and the State of Illinois is terminated, then this agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid agreement, Grantee and Provider may, by mutual written consent, agree to suspend services contemplated hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1st day of July, 2006, by their respective duly authorized officials.

Provider's Name & Address

Grantee's Name & Address

Meadows Mennonite Home  
d/b/a SHOWBUS, R.R. 1  
Chenoa, IL 61726

McLean County Board  
115 E. Washington Street  
Bloomington, IL 61702-2400

By: Robert O. Butsche  
Chief Executive Officer

By: Michael Sweeney  
County Board Chairman

Attest:

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

Members Sorensen/Dean moved the County Board approve Requests for Approval of State Fiscal Year 2007 Section 5311 Non-Metro Public Transportation Operating Assistance Grant Application and Purchase of Service Agreement between McLean County and Meadows Mennonite Retirement Community d/b/a Show Bus – Building and Zoning. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board  
Amending the 2006 Combined  
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2006 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, by \$50,000 from \$115,000 to \$165,000.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0601-0001	Clothing-Employees	\$ 0	\$ 1,900	\$ 1,900
0620-0001	OP/OFF Supplies	\$ 4,693	\$ 9,415	\$ 14,108
0621-0001	Non Major Equipment	\$ 265	\$ 7,297	\$ 7,562
0622-0001	Med/Nursing Supplies	\$ 6,135	\$ 135	\$ 6,270
0627-0001	Photo Supplies	\$ 0	\$ 600	\$ 600
0718-0001	Schooling/Conference	\$ 3,100	\$ 2,915	\$ 6,015
0832-0001	Furn/Off Equipment	\$ 0	\$ 8,610	\$ 8,610
0833-0002	Computer Equipment	\$ 1,000	\$ 3,300	\$ 4,300
0839-0001	Radio Equipment	\$ 0	\$ 15,828	\$ 15,828
TOTALS:		\$ 15,193	\$ 50,000	\$ 65,193

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 17th day of April, 2006.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney Chairman of the  
McLean County Board

**Memorandum**

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director



Date: March 28, 2005

Re: FY06 Supplemental IDPH Bioterrorism Planning and Preparedness Award

Please find attached a budget amendment to grant fund 0107 increasing the appropriation by \$50,000 to cover the period April 1, 2006 through August 31, 2006. The additional funding is derived through unexpended Illinois Department of Public Health funds from the U.S. Centers for Disease Control bioterrorism and preparedness grant. Redirected funds are distributed on a formula basis driven by population and risk assessment.

In McLean County the vast majority of funds will be used to bolster the department's capacity to equip personnel and facilities for mass dispensing antibiotics or vaccines under the Strategic National Stockpile. The deficit in equipment and supplies was identified as part of the critique of the February 18<sup>th</sup> dispensing site exercise.

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of an Ordinance Amending the 2006 Combined Appropriation and Budget Ordinance for Fund 0107 – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING the CDAP REVOLVING LOAN APPLICATION  
SUBMITTED BY GRIDIRON BREW WORKS, LLC.

WHEREAS, in cooperation with the State of Illinois Department of Commerce and Economic Opportunity (the "DCEO") and the Economic Development Council of Bloomington-Normal, McLean County, the McLean County Board (the "Board") administers and oversees a Community Development Assistance Program (the "CDAP") Revolving Loan Fund program; and,

WHEREAS, the purpose of the CDAP Revolving Loan Fund program is to provide low interest loans to a new and/or existing business in order to encourage economic development within the County and, thereby, create job opportunities for low and moderate income individuals; and,

WHEREAS, the Finance Committee of the Board has received and reviewed a CDAP Revolving Loan application submitted by Gridiron Brew Works, LLC, an independent, private entrepreneur, who is seeking approval of a \$225,000.00 CDAP loan to locate a new restaurant and microbrewery (brew pub) at the Shoppes at College Hills, 318 South Towanda Avenue, Normal, Illinois; and,

WHEREAS, the closing and payout of the CDAP loan for the proposed Gridiron Brew Works, LLC is subject to final approval and underwriting of an SBA loan and commercial bank loan to be provided by Busey Bank; and,

WHEREAS, pursuant to the CDAP program regulations of the DCEO and the adopted CDAP guidelines of the Board, the CDAP Revolving Loan application submitted by Gridiron Brew Works, LLC meets the requirements of the DCEO and the Board; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, April 4, 2006, recommended approval of the CDAP Revolving Loan application submitted by Gridiron Brew Works, LLC, an independent, private entrepreneur, who is seeking approval of a \$225,000.00 CDAP loan to locate a new restaurant and microbrewery (brew pub) at the Shoppes at College Hills, 318 South Towanda Avenue, Normal, Illinois; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, April 4, 2006, recommended approval of the closing and payout of the CDAP loan for the Gridiron Brew Works, LLC, subject to the following conditions: (1) a personal guaranty to be provided by the General Partner of Brewpub Holdings, LLLP; (2) the successful sale of 90% of the private equity shares; and (3) final approval and underwriting of an SBA loan and commercial bank loan to be provided by Busey Bank; now, therefore,

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

(2)

- (1) The McLean County Board hereby approves the CDAP Revolving Loan application submitted by Gridiron Brew Works, LLC, an independent, private entrepreneur, who is seeking approval of a \$225,000.00 CDAP loan to locate a new restaurant and microbrewery (brew pub) at the Shoppes at College Hills, 318 South Towanda Avenue, Normal, Illinois.
- (2) The McLean County Board hereby approves the closing and payout of the CDAP loan for the Gridiron Brew Works, LLC, subject to the following conditions: (1) a personal guaranty to be provided by the General Partner of Brewpub Holdings, LLLP; (2) the successful sale of 90% of the private equity shares; and (3) final approval and underwriting of an SBA loan and commercial bank loan to be provided by Busey Bank
- (3) The McLean County Board hereby requests that a certified copy of this Resolution be forwarded to the Chief Executive Officer, Economic Development Council of Bloomington-Normal, McLean County, the County Treasurer, the First Civil Assistant State's Attorney, and the County Administrator.

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

ATTEST:

APPROVED:

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

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

TERM SHEET

CDAP LOAN APPLICATION REQUEST

Applicant: GridIron Brew Works, LLC  
Shoppes at College Hills  
Normal, Illinois 61761  
Matthew Potts, General Partner of Brewpub Holdings, LLLP

Financing Requested: CDAP Loan through McLean County

Type of Business: Micro-Brewery and Restaurant

Location of Business: Shoppes at College Hills  
301 South Veterans Parkway  
Normal, Illinois 61761

Principal Amount of Loan: \$225,000.00

Term of Loan: 10 Years

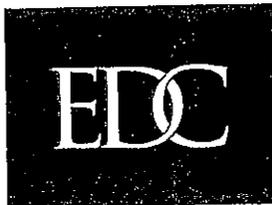
Interest Rate: 5.0% fixed

Security for the Loan: UCC 1 – Third Position on Land and Building; second position on Inventories, A/R, FF&E

Amortization Schedule: Level Debt Service over Term of Loan  
Monthly Payment due on the first day of the month beginning 30 days after the closing date of the Loan

Number of New Jobs Created and/or Jobs Retained: 30\* permanent FTE jobs to be created within 12 months  
(\* The RLF Loan Request is based only on 15 FTE jobs created)  
  
37 permanent FTE jobs to be created within 24 months

Loan Application Review Completed by: Mr. Marty Vanags, CEO, Economic Development Council of the Bloomington-Normal Area and McLean County  
  
Mr. Doug Roesch, Vice President  
Busy Bank  
  
Mr. Richard Stroyan, President  
First State Bank



ECONOMIC DEVELOPMENT COUNCIL  
OF THE BLOOMINGTON-NORMAL AREA  
*Investing in McLean County*

To: John Zeunik, County Administrator

From: Marty Vanags, CEO  
Economic Development Council of the Bloomington Normal Area  
and McLean County

Date: March 24, 2006

Re: Application for Funding from the RLF

**Introduction**

Enclosed please find a request for funding from the McLean County Revolving Loan Fund for \$225,000. Enclosed you will find the following required items:

1. A letter from Douglas Roesch, Vice President of Busey Bank in Bloomington indicating the need for the loan, and their commitment to the project.
2. A "third-party" letter from Rich Stroyan, President, First State Bank of Mendota
3. A completed application from the applicant.
4. A business plan and background information from the applicant.

**Proposal**

The applicant, Mr. Matthew C. Potts, General Partner, Brewpub Holdings, LLLP (d.b.a. Gridiron Brew Works) has asked the County for \$225,000 from the Revolving Loan fund for the creation of Brewpub and Restaurant in Normal at the Shoppes of College Hills complex. The facility will be located north of the Hotel currently under construction. The restaurant will be a high quality facility with craft beers brewed on premise and high quality Creole/Cajun food being prepared for patrons. The applicant has experience in restaurant management, and is a certified brew master. He is also an attorney and currently practices law in the Bloomington Normal area.

The applicant meets the mission of the loan program. The mission of the loan fund is to:

- Assist short term economic development by creating and retaining jobs.
- Encourage involvement of area financial institutions.

3201 CIRA DRIVE - SUITE 201 - BLOOMINGTON, IL 61704  
PHONE (309) 661-6332 - FAX (309) 661-0743  
WWW.BNBIZ.ORG

- Assist long term economic development by increasing the tax base and helping to expand the economy.
- Insure financial security of the Fund through appropriate use.

In addition, the applicant meets the key criteria of the loan program in that he is creating 15 full-time equivalent jobs for every \$15,000 being loaned or requested. He is actually creating additional jobs (an additional 17 FTE jobs). The loan meets the criteria of benefiting 51% of low to moderate income positions. All of the positions except, the owners and some of the managers will meet this criterion. Financial need is exhibited through the "fill the gap" criteria of the project as evidenced by the letter from the primary bank lender.

### **Summary**

The "third-party" letter is positive and supports the analysis of the Bank cooperating on the loan. Approval of the loan is critical for the applicant in that he must also secure SBA 504 loan approval and attract additional investors. The applicant believes the approval of this loan from the County RLF along with the already secured bank commitment and SBA 504 loan will make it easy to attract additional investors to this project.

### **Recommendation**

The applicant has all the tools necessary to succeed with this project. The location is one of the most attractive retail locations currently in the marketplace. In addition, the applicant is well versed in restaurant and brewery operations, has a key understanding of the critical requirement of quality product necessary for these types of projects to succeed and the support of the primary lender in this project.

I would recommend approval of this loan for these reasons. The project will be a great addition to the business landscape of the community, provide some jobs, and generate sales tax revenue for local government.

In addition, recognizing the need for fiduciary responsibility on the part of the County balanced by the need for keeping the loan fund attractive through lower rates, I would recommend and request the County provide the loan at a rate of 5%. This rate is lower than the market rate a bank would give their very best customers and above the rate currently received by the County for the fund.

Please call me should you have any questions regarding this project.



March 28, 2006

Economic Development Council  
3201 CIRA Drive  
Suite 201  
Bloomington, IL 61704

Re: Gridiron Brew Works, LLC  
Matthew C Potts and Linda B Potts Guarantor  
Brewpub Holdings LLLP Guarantor

Dear Mr. Vangas,

The above mentioned has made application for the construction and permanent term financing for the business to be located at 318 S Towanda Normal IL. The proposed construction loan and permanent term loan has been approved contingent upon the following:

1. Gridiron Brew Works to get \$1 million in equity from outside investors.
2. Approval from the SBA for the SBA 504 program.
3. Approval from the county board for funds to be used from the McLean County Revolving Loan Fund.

It is the Bank's opinion that this structure will allow this proposal the best opportunity for success. The above mentioned principals are experienced and have diligently prepared their business plan.

Thank you in advance for your consideration. If you have questions contact Rob Fazzini or myself.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas E Roesch".

Douglas E Roesch  
Senior Vice President

Busey Bank  
301 Fairway Drive, PO Box 429, Bloomington, IL 61702-0429 309.663.6345 www.busey.com



March 28, 2006

**To: John Zeunik, County Administrator**  
**From: Richard Stroyan, Community President**  
**First State Bank, Bloomington, Illinois**

**Re: Brewpub Holdings, LLLP (d.b.a. Grid Iron Brew Works)**

I have received and reviewed the application for funding from the McLean County Revolving Loan Fund and the Business Plan for Grid Iron Brew Works. The business plan is well done and complete. Based upon the information provided to me, I find no reason for Busey Bank not to finance the project.

Sincerely,

A handwritten signature in cursive script that reads "Richard Stroyan".

**Richard Stroyan**

# Economic Development Loan Application For Revolving Loan Fund

A. Legal Name & Address of Applicant:

Name: GRIDIRON BREW WORKS, LLC

Address: c/o Brewpub Holdings, LLLP

1298 North Pointe Drive

Normal, Illinois 61761

Contact Person: Matthew C. Potts Title: General Partner of Brewpub Holdings, LLLP

Phone: (309) 242-7879 Fax: (309) 662-8821

Location of Proposed Business: Outlot/Pad D at the Shoppes at College Hills  
318 S. Towanda Avenue, Normal, Illinois 61761

B. Type of Business: Restaurant and Microbrewery (Brewpub)

C. SIC Code / Category: 5812 (Full Service Restaurant)

D. Employer Identification Number: To be applied for GridIron Brew Works, LLC  
Brewpub Holdings, LLLP is #20-3359715

E. Is the applicant wholly or partly owned by any other business? Yes

F. If you answered "YES" to the above, please provide the name(s) of the other company(s)  
and the percentage of ownership:

Brewpub Holdings, LLLP, which is a company wholly owned by Matthew and  
Linda Potts, will be a 68.75% owner and Managing Member of GridIron Brew Works,  
LLC. The remaining 31.25% will be owned by several private investor members to be  
determined.

---

---

---

G. Credit References (Please list business references, including name, address, phone & account number):

- Miller Dredge Insurance (Terry Welty), 117 E. Main St., Galesburg, IL 61401 (309) 343-1168
- Brewers Supply Group, 800 West First Avenue, Shakopee, MN 55379 (800) 374-2739
- H&H Industries, Inc. 110 W. Main St., Elmwood, IL 61529-0735 (800) 637-3843
- White Labs, Inc., 7564 Trade Secret, San Diego, CA 92121 (888) 593-2785
- W.B. Bottle Supply, Inc. 3400 S. Clement Ave, Milwaukee, WI 53268(800)738-3931 Acct #JN8058
- PepsiAmericas, Inc., 75 Remittance Dr., Ste 1884, Chicago, IL 60675 (800) 926-7242 Acct #6496780
- Aramark, PO Box 878, East Moline, IL 61244 (800) 397-3449 Acct #2259901

H. Checking & Savings Account (Please list names of financial institutions & account numbers):

- Busey Bank, 301 Fairway Dr. PO Box 429, Bloomington, IL 61702 (309) 663-6345 Acct #6363506165
- Bank of Yates City, 107 E. Main St., Yates City, IL 61572 (309) 358-1415 Acct #908-843, 5183-9
- Farmers State Bank, 104 E. Main, PO Box 620, Elmwood, IL 61529(309) 742-3711 Acct#275-276, 367414

I. Please fill out the following regarding other primary individuals responsible for the management of the business:

Name	<u>Same as</u> <u>Parts A &amp; F</u>				
Position	<u>Same as</u> <u>Parts A &amp; F</u>				
% Ownership	<u>Same as</u> <u>Parts A &amp; F</u>				
Date Started With the Business	N/A				





L. Job Creation & Retention:

- 30 \* Number of permanent FTE jobs to be created within 12 months of loan  
37 Number of permanent FTE jobs to be created within 24 months of loan  
N/A Number of permanent FTE jobs to be retained as a result of the project  
 (\*Note: The RLF Loan Request is based only on 15 FTE jobs created.)

Total Number & Type of Jobs to be Created:

1. 1 Executive Chef and 2 Assistant Chefs
2. 1 Restaurant Manager and 1-2 Assistant Manager(s)
3. 1 Brewmaster and 1 Assistant Brewer
4. 1 Bar Manager
5. 3 Service Managers/Hosts
6. 18-19 Cooks, Servers, Dishwashers and Bartenders

Average Rate of Compensation (*in correlation with jobs created above*):

1. \$12-23/hour
2. \$12-20/hour
3. \$10-15/hour
4. \$10/hour
5. \$9-10/hour
6. Minimum wage-\$8/hour

Please provide all information on all installment debts, contracts, notes and mortgages payable. (Present balance should agree with latest balance sheet submitted.)

None Currently. Proposed to be as follows:

	To Whom Payable	Original Amount	Original Date	Present Balance	Interest Rate	Maturity Date	Monthly Payment
A.	Busey Bank	\$860,000	After 1 year construction loan	\$0	TBD (1% over prime)	5 years w/ 20-year amortization	TBD
B.	SBA	\$759,500	After 1 year construction loan	\$0	TBD (1.25-1.5% fixed over 504 Debenture Rates)	20 Years	TBD
C.	McLean Co Revolving Loan Fund	\$225,000	After 1 year construction loan	\$0	TBD	TBD	TBD

Security offered for each debt contract/note/mortgage:

A. Busey Bank: 1<sup>st</sup> position on Land & Building, Inventories, A/R, FF&E

B. SBA: 2<sup>nd</sup> position on Land & Building

C. McLean Co RLF: 3<sup>rd</sup> position on Land&Building/2<sup>nd</sup> position on Inventories, A/R, FF&E

M. Description of Collateral: List present market value of collateral and what will be offered to secure requested loan.

		<u>Present/Proposed Market Value</u>
A.	Land & Building: 318 S. Towanda Avenue, Normal, IL (Outlot D at the Shoppes at College Hills)	\$2,380,000 (per land appraisal of \$880,000 + \$1.5M construction cost)
B.	Inventory	\$20,000
C.	Accounts Receivable	TBD
D.	Machinery, Equipment, Furniture & Fixtures	\$300,000
E.	Other	TBD
F.	Other:	
G.	Other:	
H.	Other:	
	<b>Total Collateral:</b>	<b>\$2,700,000</b>

N. Summary of Total Project Costs:

Land Acquisition	\$ 570,000	20%
Building Acquisition	\$ n/a	0%
Building Renovations	\$ n/a	0%
New Construction	\$ 1,500,000	53%
New Machinery / Equipment	\$ 150,000	5%
Used Machinery / Equipment	\$ 150,000	5%
Inventory	\$ 20,000	1%
Working Capital	\$ 85,000	3%
Other(startup/contingencies)	\$ 369,500	13%
<b>TOTAL PROJECT COSTS</b>	<b>\$ 2,844,500</b>	<b>100%</b>

Please attach descriptions of equipment, buildings, land, etc... and time sequence for utilization of revolving loan funds.

O. Source of Funds:

	Amount	Term	Rate	Status
<b>Private Financing</b>				
Busey Bank	\$860,000	5 years (20yr amort)	TBD Prime + 1%	Approved pending \$1,000,000 in investor money, SBA-504 approval & MCRLF approval
Equity*	\$1,000,000	n/a	n/a	Pending
<b>Public Financing</b>				
SBA	\$759,500	20 years	TBD (Fixed at 1.25-1.5% over 504 Debenture Rates	Pending
McLean Co. Revolving Loan Fund	\$225,000	TBD	TBD	Pending
<b>TOTAL</b>	<b>\$2,844,500</b>			

\*cash invested by owner. (If borrowed, state source and terms of loan on an attachment.-n/a)

P. Justification for Public Financing: Please provide a justification for the need for public financing. Preferably, this would include a letter from the participating conventional lender stating the reason(s) why it will not provide additional funds for the project.

A non-chain, locally-owned restaurant and microbrewery project of this size and quality, with this level of investment and at this prime location at the new Shoppes at College Hills could not happen but for the help from public financing. The interest savings from securing a low interest loan from the revolving loan fund will allow us to offset some of our other extra costs that national chain restaurants do not have due to their economies of scale and better purchasing power. The public will benefit greatly in the form of increased sales tax revenues, better diversity in the types of eating establishments and increased spending by local consumers, tourists and business people from the addition of this type of destination business in the county. Since this business will be locally-owned, the dollars earned by the business will stay in the community. Please also refer to the letter from our participating conventional lender, Busey Bank, included with this application.

Q. Economic Feasibility & Marketing Information: State why this project will be successful. Document the need for your product/service and new markets gained by the product/service. Detailed marketing plan may be attached.

Please refer to the Business Plan for GridIron Brew Works included with this application.

---

---

---

---

---

---

---

---

---

---

All information in this application and the attached narratives are true and complete to the best of my/our knowledge. I/we agree to pay for or reimburse the County/City for the cost of any surveys, title, mortgage examinations, appraisals, etc...

I/we the undersigned, authorize the County/City and Revolving Loan Fund application evaluator to obtain verification of any information contained in the application from any source named herein.

If Applicant is a Corporation:

President: n/a \_\_\_\_\_

Corporation Secretary: n/a \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Printed Name of Applicant: Matthew C. Potts  
for GridIron Brew Works, LLC and Brewpub Holdings, LLLP

**NOTE:**

A financial professional will be asked to review this application. In addition, he/she will evaluate business and personal financial information as it pertains to this project. A minimum of three years of operational history should be considered. Professional audits and other related information required to evaluate a candidate for the Revolving Loan Fund will be requested by the evaluator. Complete confidentiality of the applicant's information cannot be assured.

Economic Development Council of the Bloomington – Normal Area  
Contact Information:

Marty Vanags, Executive Director  
3201 CIRA Dr., Suite 201  
Bloomington, IL 61704  
Phone: (309) 661-6332  
Fax: (309) 661-0743  
E-Mail: [mvanags@bnareaedc.org](mailto:mvanags@bnareaedc.org)

Additional narrative pages following for your use.

# Economic Development Loan Application For Revolving Loan Fund

A. Legal Name & Address of Applicant:

Name: GRIDIRON BREW WORKS, LLC

Address: c/o Brewpub Holdings, LLLP

1298 North Pointe Drive

Normal, Illinois 61761

Contact Person: Matthew C. Potts Title: General Partner of Brewpub Holdings, LLLP

Phone: (309) 242-7879 Fax: (309) 662-8821

Location of Proposed Business: Outlot/Pad D at the Shoppes at College Hills

318 S. Towanda Avenue, Normal, Illinois 61761

B. Type of Business: Restaurant and Microbrewery (Brewpub)

C. SIC Code / Category: 5812 (Full Service Restaurant)

D. Employer Identification Number: To be applied for GridIron Brew Works, LLC

Brewpub Holdings, LLLP is #20-3359715

E. Is the applicant wholly or partly owned by any other business? Yes

F. If you answered "YES" to the above, please provide the name(s) of the other company(s) and the percentage of ownership:

Brewpub Holdings, LLLP, which is a company wholly owned by Matthew and Linda Potts, will be a 68.75% owner and Managing Member of GridIron Brew Works, LLC. The remaining 31.25% will be owned by several private investor members to be determined.

---

---

---

G. Credit References (Please list business references, including name, address, phone & account number):

- Miller Dredge Insurance (Terry Welty), 117 E. Main St., Galesburg, IL 61401 (309) 343-1168
- Brewers Supply Group, 800 West First Avenue, Shakopee, MN 55379 (800) 374-2739
- H&H Industries, Inc. 110 W. Main St., Elmwood, IL 61529-0735 (800) 637-3843
- White Labs, Inc., 7564 Trade Secret, San Diego, CA 92121 (888) 593-2785
- W.B. Bottle Supply, Inc. 3400 S. Clement Ave, Milwaukee, WI 53268(800)738-3931 Acct #JN8058
- PepsiAmericas, Inc., 75 Remittance Dr., Ste 1884, Chicago, IL 60675 (800) 926-7242 Acct #6496780
- Aramark, PO Box 878, East Moline, IL 61244 (800) 397-3449 Acct #2259901

H. Checking & Savings Account (Please list names of financial institutions & account numbers):

- Busey Bank, 301 Fairway Dr. PO Box 429, Bloomington, IL 61702 (309) 663-6345 Acct #6363506165
- Bank of Yates City, 107 E. Main St., Yates City, IL 61572 (309) 358-1415 Acct #908-843, 5183-9
- Farmers State Bank, 104 E. Main, PO Box 620, Elmwood, IL 61529(309) 742-3711 Acct#275-276, 367414

I. Please fill out the following regarding other primary individuals responsible for the management of the business:

Name	<u>Same as</u> <u>Parts A &amp; F</u>				
Position	<u>Same as</u> <u>Parts A &amp; F</u>				
% Ownership	<u>Same as</u> <u>Parts A &amp; F</u>				
Date Started With the Business	N/A				





L. Job Creation & Retention:

- 30 \* Number of permanent FTE jobs to be created within 12 months of loan  
37 Number of permanent FTE jobs to be created within 24 months of loan  
N/A Number of permanent FTE jobs to be retained as a result of the project  
 (\*Note: The RLF Loan Request is based only on 15 FTE jobs created.)

Total Number & Type of Jobs to be Created:

1. 1 Executive Chef and 2 Assistant Chefs
2. 1 Restaurant Manager and 1-2 Assistant Manager(s)
3. 1 Brewmaster and 1 Assistant Brewer
4. 1 Bar Manager
5. 3 Service Managers/Hosts
6. 18-19 Cooks, Servers, Dishwashers and Bartenders

Average Rate of Compensation (*in correlation with jobs created above*):

1. \$12-23/hour
2. \$12-20/hour
3. \$10-15/hour
4. \$10/hour
5. \$9-10/hour
6. Minimum wage-\$8/hour

Please provide all information on all installment debts, contracts, notes and mortgages payable. (Present balance should agree with latest balance sheet submitted.)

*None Currently. Proposed to be as follows:*

	To Whom Payable	Original Amount	Original Date	Present Balance	Interest Rate	Maturity Date	Monthly Payment
A.	Busey Bank	\$860,000	After 1 year construction loan	\$0	TBD (1% over prime)	5 years w/ 20-year amortization	TBD
B.	SBA	\$759,500	After 1 year construction loan	\$0	TBD (1.25-1.5% fixed over 504 Debenture Rates)	20 Years	TBD
C.	McLean Co Revolving Loan Fund	\$225,000	After 1 year construction loan	\$0	TBD	TBD	TBD

Security offered for each debt contract/note/mortgage:

A. Busey Bank: 1<sup>st</sup> position on Land & Building, Inventories, A/R, FF&E

B. SBA: 2<sup>nd</sup> position on Land & Building

C. McLean Co RLF: 3<sup>rd</sup> position on Land&Building/2<sup>nd</sup> position on Inventories, A/R, FF&E

M. Description of Collateral: List present market value of collateral and what will be offered to secure requested loan.

		<u>Present/Proposed</u> <u>Market Value</u>
A.	Land & Building: 318 S. Towanda Avenue, Normal, IL (Outlot D at the Shoppes at College Hills)	\$2,380,000 (per land appraisal of \$880,000 + \$1.5M construction cost)
B.	Inventory	\$20,000
C.	Accounts Receivable	TBD
D.	Machinery, Equipment, Furniture & Fixtures	\$300,000
E.	Other	TBD
F.	Other:	
G.	Other:	
H.	Other:	
	<b>Total Collateral:</b>	<b>\$2,700,000</b>

N. Summary of Total Project Costs:

Land Acquisition	\$ 570,000	20%
Building Acquisition	\$ n/a	0%
Building Renovations	\$ n/a	0%
New Construction	\$ 1,500,000	53%
New Machinery / Equipment	\$ 150,000	5%
Used Machinery / Equipment	\$ 150,000	5%
Inventory	\$ 20,000	1%
Working Capital	\$ 85,000	3%
Other(startup/contingencies)	\$ <u>369,500</u>	<u>13%</u>
<b>TOTAL PROJECT COSTS</b>	<b>\$ <u>2,844,500</u></b>	<b><u>100%</u></b>

Please attach descriptions of equipment, buildings, land, etc... and time sequence for utilization of revolving loan funds.

O. Source of Funds:

	Amount	Term	Rate	Status
<b>Private Financing</b>				
Busey Bank	\$860,000	5 years (20yr amort)	TBD Prime + 1%	Approved pending \$1,000,000 in investor money, SBA-504 approval & MCRLF approval
Equity*	\$1,000,000	n/a	n/a	Pending
<b>Public Financing</b>				
SBA	\$759,500	20 years	TBD (Fixed at 1.25-1.5% over 504 Debenture Rates	Pending
McLean Co. Revolving Loan Fund	\$225,000	TBD	TBD	Pending
<b>TOTAL</b>	<b>\$2,844,500</b>			

\*cash invested by owner. (If borrowed, state source and terms of loan on an attachment.-n/a)

P. Justification for Public Financing: Please provide a justification for the need for public financing. Preferably, this would include a letter from the participating conventional lender stating the reason(s) why it will not provide additional funds for the project.

A non-chain, locally-owned restaurant and microbrewery project of this size and quality, with this level of investment and at this prime location at the new Shoppes at College Hills could not happen but for the help from public financing. The interest savings from securing a low interest loan from the revolving loan fund will allow us to offset some of our other extra costs that national chain restaurants do not have due to their economies of scale and better purchasing power. The public will benefit greatly in the form of increased sales tax revenues, better diversity in the types of eating establishments and increased spending by local consumers, tourists and business people from the addition of this type of destination business in the county. Since this business will be locally-owned, the dollars earned by the business will stay in the community. Please also refer to the letter from our participating conventional lender, Busey Bank, included with this application.

Q. Economic Feasibility & Marketing Information: State why this project will be successful. Document the need for your product/service and new markets gained by the product/service. Detailed marketing plan may be attached.

Please refer to the Business Plan for GridIron Brew Works included with this application.

---

---

---

---

---

---

---

---

---

---

All information in this application and the attached narratives are true and complete to the best of my/our knowledge. I/we agree to pay for or reimburse the County/City for the cost of any surveys, title, mortgage examinations, appraisals, etc...

I/we the undersigned, authorize the County/City and Revolving Loan Fund application evaluator to obtain verification of any information contained in the application from any source named herein.

If Applicant is a Corporation:

President: n/a \_\_\_\_\_

Corporation Secretary: n/a \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Printed Name of Applicant: Matthew C. Potts  
for GridIron Brew Works, LLC and Brewpub Holdings, LLLP

**NOTE:**

A financial professional will be asked to review this application. In addition, he/she will evaluate business and personal financial information as it pertains to this project. A minimum of three years of operational history should be considered. Professional audits and other related information required to evaluate a candidate for the Revolving Loan Fund will be requested by the evaluator. Complete confidentiality of the applicant's information cannot be assured.

Economic Development Council of the Bloomington – Normal Area  
Contact Information:

Marty Vanags, Executive Director  
3201 CIRA Dr., Suite 201  
Bloomington, IL 61704  
Phone: (309) 661-6332  
Fax: (309) 661-0743  
E-Mail: [mvanags@bnareaedc.org](mailto:mvanags@bnareaedc.org)

Additional narrative pages following for your use.

**BUSINESS PLAN  
FOR**

# **GRIDIRON BREW WORKS™**

**AT  
THE SHOPPES AT COLLEGE HILLS  
NORMAL, ILLINOIS**

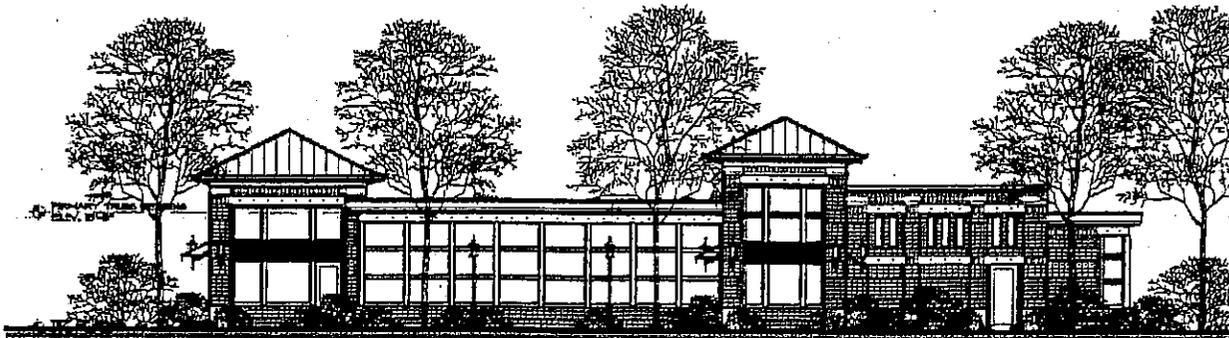
**Plan prepared January, 2006**

by

**Matthew C. Potts, General Partner  
BREW PUB HOLDINGS, LLLP**

1298 North Pointe Drive  
Normal, Illinois 61761  
(309) 454-7585  
cell (309) 242-7879

(Private and Confidential)



## **I. PREAMBLE**

### **A. Confidentiality Statement**

The information, data and drawings embodied in this business plan are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of its author, Matthew C. Potts.

### **B. Memorandum of Risk**

The following business plan represents the best current estimate of the future potential of the business. It must be recognized that no business is free of major risks and few business plans are free of errors of omission or commission. Therefore, investors should be aware that this business has inherent risks that must be fully evaluated, discussed with management and experts fully capable of interpreting the information prior to any investment. Investors should also review the Private Placement Memorandum attached as Exhibit 1.

### **C. Executive Summary**

Proposed Company Name: GRIDIRON BREW WORKS, LLC  
to be formed as an Illinois Limited Liability Company

Proposed Nature of Business: Brewpub and Restaurant

Proposed Business Location: Pad/Outlot "D" at the Shoppes at College Hills  
318 South Towanda Avenue, Normal, Illinois 61761

Lead Organizer: Matthew C. Potts, General Partner  
BREW PUB HOLDINGS, LLLP  
an Illinois Limited Liability Limited Partnership

Organizer's Contact Info: 1298 North Pointe Drive, Normal, Illinois 61761  
Phone: (309) 242-7879

### **D. Curriculum Vitae**

The founders of GridIron Brew Works, Matt and Lyn Potts, both practicing attorneys, are also the founders and co-owners of Elmwood Brewing Company ("EBC"), an existing microbrewery and restaurant located in the small rural town of Elmwood, Illinois, approximately 70 miles west of Bloomington-Normal. EBC opened in 2001, with Matt serving as its President and Brewmaster since that time. In 2003, EBC became one of the only breweries south of Chicago producing and bottling craft beers for wholesale distribution. Since beginning distribution of its beers just three years ago, EBC has brewed over 32,000 gallons of beer and established over 100 retail accounts throughout Central Illinois. In October 2004, the beers of EBC were featured in the nationwide Beer of the Month Club. In September 2005, EBC began distributing its beers in the State of Iowa. EBC has been well received and critically praised, and Matt's beers have won People's Choice Awards at Microfests in St. Louis and in the Quad Cities. Elmwood Brewing Company, however, is not involved in this GridIron Brew Works project. For Matt's related and other experience as well as his references, please see his personal resume and reference letters attached hereto as Exhibits 19 and 20.

## II. MISSION STATEMENT

GridIron Brew Works will be dedicated to the art of brewing a wide selection of high quality, full-flavored handcrafted beers and pairing those beers with only the freshest and most flavorful and unique Creole/Cajun-style dishes and brick oven fired pizzas available in the area, all served in a casual, fun, exciting and soulful atmosphere in a locally-based restaurant, while observing only the highest standards of customer service.

## III. BUSINESS DESCRIPTION

### A. The Company

On September 16, 2005, Matt and Lyn Potts, by and through their wholly-owned holding company, Brewpub Holdings, LLLP, signed an agreement (attached as Exhibit 11) with the Shoppes at College Hills, L.L.C. to purchase "Pad/Outlot D", which is a 1.189-acre outlot located at the corner of the Towanda Avenue-Von Maur Drive entrance at the Shoppes. The agreement was executed in order to develop, construct and open a new brewpub and restaurant called "Gridiron Brew Works" at the recently opened Shoppes at College Hills in Normal, Illinois. It is intended that Gridiron Brew Works, LLC (also referred to herein as either "GridIron Brew Works" or "GridIron") will be formed as an Illinois Limited Liability Company for the purpose of ultimately owning the outlot and the brewpub and restaurant business.

### B. The Product

GridIron Brew Works will handcraft several styles of quality ales, lagers, sodas and root beers to please every palette, including both year-around flagship beers and many rotating and seasonal beers. The GridIron will then celebrate the perfect marriage of beer and food by featuring the tasty brews as an ingredient in many food dishes and by suggesting food and beer pairings in the menu. The restaurant will serve brick-oven fired gourmet pizzas and Cajun/Creole-style dishes designed by an Executive Chef to compliment our beers, consisting of seafood dishes, jambalaya, steaks, pork and sausage dishes, pastas, unique sandwiches and salads, soups, gumbo and chowders, irresistible appetizers, soft pretzels, fresh-baked breads and tempting desserts. The food will be well-seasoned, full-flavored and served with flair and presentation. The restaurant will be open seven days a week for lunch and dinner, although a brunch will be served from 10:00 a.m.-2:00 p.m. on Sundays. The Sunday brunch will feature various crepes, waffles, omelets, biscuits and gravy, creole sausages, fresh fruits, desserts and various lunch items from the regular menu.

### C. The Atmosphere

The GridIron will have a metro-industrial look, combining brick and steel with warm colored furnishings, metro wall decor, booth seating and leather lounge couches to help soften the setting. Both the production facilities of the brewery and the grills and brick oven in the front kitchen will be visible to patrons. It is important for the handcrafted nature of GridIron beers and food that people be allowed to see the timeless quality and hard work that goes into all of them. The customers' ability to watch all aspects of the brewing process as well as the chefs cooking their wonderful dishes will result in a restaurant with bustling activity: offering an exciting, eye-appealing dining experience carrying through to the presentation of the food itself.

Visual stimulation will also come from flat-screen televisions tastefully located throughout the restaurant, with a greater concentration of televisions in the bar area, all of which will regularly feature sporting events (to tie in with the GridIron name which is commonly associated with football). Televising sporting events will help to attract patrons during what might otherwise be off-peak times for the restaurant, and it will help establish the GridIron as an oasis for shoppers at the Shoppes at College Hills. The music of various blues, jazz and other artists wafting overhead will add soul to the restaurant, and on Friday and Saturday nights, live blues and jazz artists and occasional dueling pianos and other entertainment will make the GridIron a late night entertainment watering hole for the area.

#### **D. The Facility**

The building to be constructed for the GridIron will have the following principal features:

- ▶ Approximately 7400 square feet in size
- ▶ Interior restaurant seating capacity of about 221 people
- ▶ A dining room with some elevated seating, visible front grills and brick oven, curved bar, elevated stage, lounge area, vestibule, host/merchandise station, visible brewhouse, mill room, back kitchen prep area, dish room, walk-in cooler, office, maintenance rooms, loading dock, two bathrooms and dry storage
- ▶ Outdoor dining area on the Shoppes side of the building
- ▶ Outdoor beer garden on the Towanda side of the building
- ▶ Numerous windows, allowing visibility of the brewery tanks from the Towanda entrance to the Shoppes.
- ▶ 47 parking spaces (including 2 handicapped accessible spaces)

The preliminary Architectural Rendering, Site Plan and Floor Plan for the building, prepared by Seth Jacob of Francois Associates Architects, Bloomington, Illinois, in cooperation with David Zwanzig, Director of Design/Build with CORE Construction, Morton, Illinois, are attached as Exhibits 6, 7 and 8, respectively.

#### **E. The Craft Beer Industry/Definitions**

The GridIron will be a microbrewery/brewpub that will brew a wide variety of craft beers. As defined by the Brewers Association of Boulder, Colorado, "craft beers" are generally all-malt domestic beers produced using 100 percent malted barley. Some craft beers substitute a percentage of malted wheat (for wheat beers) or malted rye (for rye beers). Their inspiration can be traced to British, German or Belgian traditions, or it is often uniquely American. Craft beers range from pale to dark in color and from mild to strong in alcohol content. Sometimes they include unusual ingredients such as fruit, herbs or spices. Compared with other beers, craft beers' emphasis is on flavor. By comparison, the average mass-produced American beers are brewed using 30 to 40 percent rice or corn adjunct, resulting in paler, lighter-bodied and less flavorful beers. A "craft brewer" is a brewpub, microbrewery, regional specialty brewery or contract brewing company whose majority of sales is considered craft beer.

A brewery that produces less than 15,000 barrels of beer per year is considered a "microbrewery". Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer, which is not currently allowed in Illinois); and, directly to the consumer through carry-outs (via "growlers", bottles or kegs) and/or on-site tap-room or restaurant sales.

A "brewpub" is a restaurant-brewery that sells 25% or more of its beer on site. The beer is brewed primarily for sale in the restaurant and bar. The beer is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer "to go" and/or distribute to off site accounts. The Brewers Association re-categorizes a company as a microbrewery if its off-site (distributed) beer sales exceed 75 percent.

### **IV. OBJECTIVES**

#### **A. GridIron's Vision**

The GridIron will have the following visions and goals for its operation:

- ▶ To become one of the most popular eating establishments in the area and a destination point

- ▶ for local residents, visitors and travelers
- ▶ To be critically praised in Bloomington-Normal, throughout Central Illinois and beyond, for its food, beers, atmosphere and service
- ▶ To have a great reputation and respect for its beers among microbrew lovers, microbrew industry peers and the general public
- ▶ To be the best source for authentic Cajun/Creole-style foods, the best brick oven fired gourmet pizzas and the highest quality, best tasting handcrafted beers in downstate Illinois
- ▶ To develop stronger than expected retail food and beer sales from the restaurant
- ▶ To establish wholesale beer business within the first 1-3 years of operation, consisting of sales through distributors to other restaurants, bars, package liquor and grocery stores throughout Central Illinois
- ▶ To operate at a profit in an amount equal to or in excess of the amount projected in the pro forma financial statements

## **B. General Implementation Strategies**

The GridIron will have the following strategies for implementing its visions and goals:

- ▶ Recruit and hire experienced and talented key personnel in the positions of Restaurant Manager, Executive Chef, Bar Manager, Hostess/Maitre d' and Brewers
- ▶ Hire capable and pleasant support staff and provide them with ample job training
- ▶ Maintain prices at moderate levels and remain competitive with other comparable outlets
- ▶ Keep food costs at less than 35% of total food sales and maximize other cost controls
- ▶ Encourage customer loyalty, frequent patronage and word-of-mouth advertising of the restaurant and brewery
- ▶ Create a genuinely pleasing and enjoyable atmosphere and ambiance
- ▶ Prepare and serve only the highest quality, most unique and best tasting food and drink available in the area
- ▶ Utilize creative merchandising, advertising, press releases and other marketing both inside and outside the general locality
- ▶ Develop a big presence in the Bloomington-Normal area by participating in and sponsoring local events, festivals, tastings, athletic teams, competitions, homebrewer organizations and charities
- ▶ Participate in and sponsor Craft Beer Industry events, conventions, festivals and competitions
- ▶ Sustain customer satisfaction as a top priority and listen openly to customer suggestions
- ▶ Develop relationships and contacts with other area businesses, organizations, press outlets, convention and visitors bureaus and various other groups

## **V. MARKETING PLAN**

### **A. Demographics/Location/Signage**

The single most important consideration when planning a new restaurant is location. Locating GridIron Brew Works in Bloomington-Normal offers tremendous demographics for a brewpub-restaurant business as follows and as further indicated in Exhibits 13-15 attached hereto:

- ▶ Nearly 900,000 area residents, with over 156,000 residents in McLean County alone
- ▶ The Twin Cities is the seventh-largest metro area in the State of Illinois
- ▶ Population growth in McLean County of over 15% in the last decade, making it the fastest growth rate county in downstate Illinois, with expected growth of another 10% over the next 15 years

- ▶ Over 30,000 students attending four universities and colleges, most notably Illinois State University and Illinois Wesleyan University
- ▶ Big area businesses, hospitals, hotels, two malls and many other shopping centers and countless small and medium size businesses
- ▶ The highest effective buying income in downstate Illinois (for 8 years running as of 2003)
- ▶ An average household income of \$71,780 as of 2002
- ▶ An incredibly strong housing market: in 2003, McLean County residents spent more than \$100 million building new single-family homes
- ▶ Highly educated citizens: nearly 60% of McLean County residents hold professional positions
- ▶ With an unemployment rate at about 2.5%, McLean County consistently enjoys a lower unemployment rate than both State and National rates
- ▶ Bloomington-Normal ranks 15<sup>th</sup> in the nation on the list of towns with the most frequent restaurant patrons
- ▶ The convergence of three major interstate highways (I74, I55 and I39)
- ▶ Incredible traffic counts on the three streets surrounding the proposed building site: 40,500 vehicles per day ("vpd") on Veterans Parkway, 22,700 vpd on College Avenue and 20,300 vpd on Towanda Avenue.

Constructing the GridIron at the Shoppes at College Hills in Normal, Illinois, takes full advantage of each of the above demographic features of the Bloomington-Normal area. The Shoppes at College Hills is a new outdoor mall featuring a variety of upscale retail stores and eateries, including the anchor stores Von Maur, Target and Gordman's. On a daily basis, the Shoppes will attract to the restaurant countless new and repeated customers fitting our precise target market profile as set forth in Part B below.

The GridIron will be located at the corner of the Towanda Avenue entrance into and on the main road (Von Maur Drive) running through the Shoppes, with signage visible from that entrance and from most of the stores at the Shoppes. Signage will also be located at the main Veterans Parkway entrance to the Shoppes. The brewery tanks will be situated behind glass windows facing Towanda Avenue, the visibility of which will serve as a free billboard advertising the brewery. In addition, the GridIron will be located in front of and adjacent to the new 132-room Hampton Inn hotel slated to open in 2006 and which is not expected to have food service.

## **B. Target Market**

The GridIron's target customer profile is as follows:

- ▶ Economic/Income level: middle to upper class
- ▶ Age: 25 to 60
- ▶ Sex: Both male and female
- ▶ Education level: college educated
- ▶ Employment: professionals, business owners, business executives, middle management and various other business workers
- ▶ Psychological profile: appreciation for the finer things in life such as good food and drink, eclectic taste, extroverted, more inclined to patronize non-chain restaurants
- ▶ Habits: high spending on food, music, sports and entertainment, frequent dining out for both lunch and dinner, traveling, shopping at middle to high-profile retail establishments, craft beer drinker
- ▶ Primary targets: shoppers and employees at the Shoppes at College Hills, Eastland Mall and other nearby retailers; executives, employees and customers of local businesses, especially those near the Veterans Parkway corridor; customers of area hotels, most notably the one now being built next to the brewery location; college professors and college students along

with their visiting parents; area residents having those characteristics set forth above; non-residents who enjoy traveling to visit breweries and unique restaurants; homebrewing and brewery association members; and business travelers

### **C. Competition**

There are numerous competing restaurants in the Bloomington-Normal area, ranging from fast food to fine dining. Fortunately, given the fact that the residents of Bloomington-Normal have the highest effective buying income in the State of Illinois, which provides them with more discretionary income for dining out, and given the high growth rate of the area, there remains ample room for additional restaurants, which is evident when visiting these other crowded restaurants with incredibly long waits. The fact that Bloomington-Normal ranks 15<sup>th</sup> in the nation on the list of towns with the most frequent restaurant patrons also helps. In addition, the GridIron's own brewpub niche, unique Cajun/Creole-style menu, soulful atmosphere, blues and jazz entertainment, airing of sporting events and its prime location will set it apart from all other restaurants in Bloomington-Normal.

The brewery's main local competition for its beer is Illinois Brewing Company in Bloomington. However, in the craft brewery business, competition is viewed as good because it increases the general public's awareness and therefore consumption of craft beers. As a result, microbreweries are a rather fraternal group due to their many common goals. In any event, the GridIron will be quite distinct from Illinois Brewing Company in that IBC is primarily a bar setting, while the GridIron will be more upscale, it will appeal to a broader target market as indicated in the prior section and it will engage in wholesale beer production. Of course, with respect to the beer itself, there is huge competition from the big domestic beers, imported beers and other craft and specialty beers, not to mention competition from wine, malt beverages and spirits, but the competitive advantage to us in the Bloomington-Normal area and throughout Central Illinois is that we will be one of the very few local breweries.

### **D. Industry Trends**

For industry trends, please refer to the 2004 Industry Overview from the May/June 2005 issue of the New Brewer, which is the journal of the Brewers Association, attached as Exhibit 16, and the restaurant industry operating data and forecast excerpts from the National Restaurant Association 2004 Restaurant Industry Operating Report and the 2005 Fact Sheets, attached as Exhibits 17 and 18 in the Supporting Documents section of this Business Plan.

### **E. Methods of Distribution**

1. **Raw Ingredient Purchasing-** Food and beverages, other than our craft beer, will be purchased from food and beverage wholesalers and from various other local markets as may be desired from time to time by our Executive Chef and Restaurant Manager. Most hops and malt for the brewery will be purchased by the pallet at wholesale from Brewers Supply in Minnesota, and most yeast will be purchased from White Labs in California.
2. **Retail Sales-** All food sales and most beer sales of GridIron Brew Works will be made directly to customers at retail from the business premises. Our craft beers sold for consumption in the restaurant will be sold on draft in 5 oz samplers, 16 oz pints, 23 oz glasses, 64 oz pitchers and in table-top draft towers, and we will also sell retail beer-to-go in Half Gallon Growlers (imprinted glass jugs), 1/6 barrel kegs (5.17 U.S. Gal.), 1/2 barrel kegs (15.5 U.S. Gal.) and eventually in cans and/or bottles (see paragraph 3 below).
3. **Wholesale Beer-** The GridIron's wholesale beer market will be developed in a controlled-growth manner and with different product lines as follows:

- ▶ ***Kegs:*** First, wholesale draft beer will be sold through a distributor to other retail draft accounts in the Bloomington-Normal area and later in other Central Illinois communities in both ½ barrel kegs and 1/6 barrel kegs
- ▶ ***Bottles:*** When the wholesale keg market is firmly established, a cost-benefit analysis and marketing study will be performed to examine the addition of 12 ounce bottles to our product line.
- ▶ ***Cans:*** In addition or alternatively to bottles, the GridIron will conduct a cost-benefit analysis and marketing study regarding the possibility of becoming the first microbrewery in Illinois to sell its craft beer in cans. Canning craft beers is the latest trend in craft brewing, especially for smaller breweries, due to the following advantages over bottles:
  - ▶ Canning machines are less expensive and easier to run than bottling machines, resulting in lower capital investment for startup and maintenance
  - ▶ The GridIron would be getting in early on this canning trend in the Craft Beer Industry as there are only about 20 canning microbreweries in the country
  - ▶ Cans enable the sale to various arenas and outdoor events that do not allow glass (like parks and sport venues)
  - ▶ Cans are cheaper than bottles (which are getting more and more expensive), not to mention the crowns, labels and carriers that are also required for bottles
  - ▶ In taste tests, canned craft beer actually competes very well with bottled beer due to low oxygen pickup and no exposure to light.

Once the local wholesale market is firmly established, the GridIron may also eventually sell to distributors outside of Central Illinois if the brewery capacity will allow.

## **F. Advertising and Promotion**

Promotional activities for the restaurant and brewery within the target markets will focus on the unique menu, the brewery, atmosphere and location of the establishment and will utilize a combination of the following methods:

- ▶ **Media Ads-** periodically placed in local newspapers, radio and television when appropriate, starting with grand opening ads
- ▶ **Direct Advertising-** sent to nearby businesses and possibly nearby residences
- ▶ **Press Releases-** strategically timed and placed
- ▶ **Word-of-Mouth Advertising-** to be encouraged and rewarded
- ▶ **Public Relations-** establish contacts with companies and organizations both inside and outside the Bloomington-Normal area
- ▶ **Sponsorships-** give support to a few highly visible and reputable charitable organizations and community causes
- ▶ **Merchandising-** GridIron beers will be well-merchandised with t-shirts, hats, pint glasses and other items
- ▶ **Public Presence-** attend and sponsor community events, tastings, competitions, festivals, charitable events and fund raisers

## **VI. ORGANIZATIONAL PLAN**

### **A. Legal Structure**

GridIron Brew Works, LLC (hereinafter also referred to as the company) will be formed as an Illinois Limited Liability Company pursuant to the Operating Agreement attached hereto as Exhibit 2, after the initial Class

A members (private investors) have been determined. Brewpub Holdings, LLLP, an existing Illinois Limited Liability Limited Partnership, will be the managing Class B Member and majority owner of GridIron Brew Works, LLC. Brewpub Holdings, LLLP was formed by Matt and Lyn Potts for the purpose of purchasing and temporarily holding Outlot "D" at the Shoppes at College Hills and for developing, organizing and managing the GridIron. Brewpub Holdings will convey Outlot D to the GridIron once GridIron Brew Works, LLC has been formed.

## **B. Ownership and Income Allocations**

Pursuant to the Operating Agreement for GridIron Brew Works, LLC, the Class A Members of the Company will make cash contributions toward an initial aggregate capital account of \$1,000,000.00, consisting of forty (40) Class A Member units of \$25,000.00 per unit, representing an initial aggregate ownership of approximately 31.25% of the Company. The Managing Class B Member, Brewpub Holdings, LLLP, will initially own approximately 68.75% of the Company, and it will have an initial capital account of \$2,200,000.00 for its guaranty of the initial estimated debt of the Company in the amount of \$1,844,500.00, for contributing its equity in the real estate in the amount of \$310,000.00 and for its contribution of the brand and other intangibles in the amount of \$45,500.00. However, in order to give the Class A Members a preferred return allocation on their investment, \$280,000.00 of the Class B Member's initial capital account will not be taken into account pursuant to a "Stipulated Allocation" as set forth in the Operating Agreement, which will initially result in the Class A Members receiving 40% of the net income, net losses and distributions of the Company and the Class B Member receiving 60% of the net income, net losses and distributions of the Company.

## **C. Management Structure**

GridIron Brew Works will have the following management structure:

### **1. Managing Member/President-Treasurer, Secretary**

The business and affairs of GridIron Brew Works, LLC will be managed by its Class B Managing Member, Brewpub Holdings, LLLP, which will maintain general oversight of all operations of the restaurant and brewery pursuant to the Operating Agreement and Management Agreement attached hereto as Exhibits 2 and 3, respectively. In summary of those agreements, Brewpub Holdings, LLLP, in exchange for a management fee of 5% of gross sales, will have the following duties:

- ▶ Establish and maintain the cash management system and bank accounts
- ▶ Provide bookkeeping services, including establishing and operating an accounts payable system, accounts receivable system and payroll system, paying the bills and depositing the receipts of the company
- ▶ Prepare monthly financial reports
- ▶ Supervise and direct overall operations and consult with any officers or owners of the company
- ▶ Secure and maintain such permits and licenses as may be required for business operations
- ▶ Develop policies and plans with respect to the installation of new features to the extent that the financial obligations and resources of the company permit
- ▶ Develop policies and plans with respect to publicity and promotion and place or supervise all advertising and promotional materials
- ▶ Stimulate the general business of the company
- ▶ Employ for the company such on-premise restaurant managers, assistant managers, executive chefs, assistant chefs, brewmasters and other employees and agents of the company as may be required
- ▶ Keep the company's building and all furniture, furnishings, and other equipment therein and

- ▶ appurtenant thereto in a good state of repair and constantly insured against loss or peril
- ▶ Arrange for necessary replacements, improvements, and changes in furniture, furnishings, and equipment
- ▶ Perform general purchasing
- ▶ Retain such outside accounting, legal or other professionals as it may deem necessary
- ▶ File sales tax returns, state and federal income tax returns and other tax returns as required
- ▶ Submit a business plan annually to the company
- ▶ Perform such other acts which are necessary or desirable in the operation of the company

Pursuant to the Operating Agreement, the Managing Member may appoint such executive officers as it deems necessary or appropriate, including a President, one or more Vice-Presidents, a Secretary, a Treasurer and other officers. Such officers shall not be entitled to any additional salary from the company for acting as such, but they may be reimbursed for expenses as approved by the Manager. Matt Potts will act as President-Treasurer of the company, and Lyn Potts will be the Secretary.

## **2. Restaurant Manager and Assistant Restaurant Manager(s)**

GridIron Brew Works will hire an experienced and capable full-time Restaurant Manager for the day to day management of the restaurant operations. In general, the Restaurant Manager will carry out company policies and perform the following duties:

- ▶ Perform all duties and responsibilities assigned by the Managing Member and as set forth in company policies
- ▶ Open and close the restaurant
- ▶ Work with the Executive Chef, Brewmaster and the Managing Member in menu planning, pricing, portion sizing and food and beer pairing
- ▶ Prepare the daily deposit, printout the daily sales report and calculate and explain any daily cash shortages/overages
- ▶ Perform ordinary day-to-day purchasing from a petty cash account
- ▶ Schedule, hire, train, supervise, evaluate, discipline and terminate employees
- ▶ Motivate staff and conduct staff meetings
- ▶ Manage the seating, turn-over, flow, satisfaction and comfort of customers
- ▶ Assist, as needed, in all capacities in the restaurant in the event of staff shortages or otherwise
- ▶ Obtain competitive prices for items to be bought from purveyors and generally perform cost control functions in the areas of payroll, food, beverages, supplies and utilities
- ▶ Review, calculate and monitor cost of sales percentages
- ▶ Maintain a high level of quality and service in all aspects of the operation
- ▶ Assist the Managing Member in preparing payroll reports and process and calculate employee timecard records
- ▶ Report to and work with the Managing Member in a timely and efficient manner and as requested
- ▶ Maintain and monitor cleanliness, sanitation, safety, security and proper functioning of equipment
- ▶ Monitor all production stations to ensure that production is flowing properly and efficiently, especially during rush periods
- ▶ Handle and resolve all customer complaints
- ▶ Maintain and monitor all safety and security systems
- ▶ Ensure and monitor compliance with health, sanitation, liquor and other codes and meet with inspectors as required

There will also be an Assistant Restaurant Manager(s) who will assist the Restaurant Manager in performing these duties and who will cover for the Restaurant Manager in his/her absence.

### 3. Executive Chef and Assistant Chef

GridIron Brew Works will hire a full-time Executive Chef who will perform the following duties:

- ▶ Oversee the day-to-day operations of the kitchen and the back of the house
- ▶ Design and prepare food dishes complimentary to company policies and plans
- ▶ Assist in menu planning, pricing, portion sizing and in developing food and beer pairings
- ▶ Purchase food, paper products and related supplies and obtain competitive prices for such items
- ▶ Take and prepare monthly inventories of food, paper products and related supplies
- ▶ Monitor and calculate food cost percentages
- ▶ Perform cost control functions, including planning and implementation of measures and policies to protect against product theft, employee consumption and other improper behavior
- ▶ Ensure and monitor compliance with health, sanitation and other codes and meet with inspectors as required
- ▶ Assist the Restaurant Manager in scheduling, hiring, training, supervising and evaluating kitchen employees, including but not limited to line cooks, prep cooks, busboys and dishwashers

There will also be an Assistant Chef who will assist the Executive Chef in performing these duties and who will cover for the Executive Chef in his/her absence.

### 4. Brewmaster and Assistant Brewer(s)

GridIron Brew Works will hire a Brewmaster who will perform the following duties:

- ▶ Oversee the day-to-day operations of the brewery
- ▶ Design and brew beers complimentary to company policies and plans
- ▶ Plan beer menu and pricing and participate in planning of food and beer pairings
- ▶ Purchase malt, hops, yeast and other brewery inputs and supplies and obtain competitive prices for such items
- ▶ Take and prepare monthly inventories of finished/tax-determined beer, packaged beer, malt, hops and other brewery inputs and supplies
- ▶ Prepare and file Excise Tax Returns, Liquor Tax Returns and Brewer's Reports of Operation
- ▶ Handle beer promotion and marketing
- ▶ Attend such beer festivals, tastings, competitions, craft beer industry conferences and training courses as desired by the company
- ▶ Monitor and calculate beer input cost percentages
- ▶ Design, plan and implement product packaging and labeling and secure government approvals of the same
- ▶ Oversee and direct assistant brewers in brewing, transferring, filtering, packaging, cleaning kegs and overall brewery operations and sanitation
- ▶ Scheduling, hiring, training, supervising and evaluating brewery employees, including such assistant brewer(s) as may be deemed necessary

Matt Potts will serve as the initial Brewmaster of the company's operation, and there will initially be one assistant brewer who will assist the Brewmaster in performing these duties.

### 5. Head Bartender/Bar Manager

GridIron Brew Works will hire a head bartender/bar manager who, in addition to his/her normal duties as a bartender, will also be responsible for the following:

- ▶ Place orders and track inventories to ensure adequate and suitable supplies of soft drinks, commercial beer, wine and liquor for the operation
- ▶ Take and prepare monthly inventories of all soft drinks, commercial beer, wine and liquor
- ▶ Perform cost control functions, including planning and implementation of measures and policies to protect against product theft, employee consumption and other abuse, and obtain competitive prices for items to be bought from distributors
- ▶ Maintain and calculate cost percentages for all commercial beer, wine and liquor
- ▶ Ensure and monitor compliance with health, sanitation, liquor and other codes and meet with inspectors as required
- ▶ Maintain bar cleanliness and proper functioning of equipment
- ▶ Oversee and monitor the draft line cleaning schedule
- ▶ Assist the Restaurant Manager in bar menu pricing and planning and in the scheduling, hiring, training, supervising and evaluating of other bartenders and in other areas deemed appropriate by the Restaurant Manager

#### **6. Service Manager/Hosts**

A Service Manager and a sufficient number of hosts will be hired as needed to be in charge of the front of the house (i.e., the dining room). She or he will greet guests when they arrive, take their names and escort them to their table, issue menus, assign tables to servers, monitor the promptness and quality of service to patrons, assist the Restaurant Manager in overseeing and scheduling servers, ensure customer satisfaction and handle customer complaints, control dining room comfort and atmosphere and report problems to the Restaurant Manager.

#### **7. Other Employees**

The GridIron will also hire such additional staff as deemed necessary by the Managing Member and the Restaurant Manager, including servers, bartenders, cooks, dishwashers, janitors, grounds personnel and such additional employees as may be necessary to carry on the business of the company.

#### **D. Exit Provisions, Call Rights and Transfer Restrictions**

Please review the Operating Agreement, attached hereto as Exhibit 2, for various exit provisions, call rights and restrictions on the sale or transfer of membership interests. Please also review the Confidential Private Placement Memorandum and the Pre-Organization Subscription Agreement, attached hereto as Exhibits 1 and 5, respectively, for additional transfer restrictions and conditions.

#### **E. Accountings**

Accountings for the business will be prepared in accordance with the Operating Agreement and Management Agreement attached hereto as Exhibits 2 and 3, respectively.

#### **F. Risk Management**

Many risks will be inevitable with the business. Therefore, prospective investors should carefully review the "Risk Factors" set forth in the Confidential Private Placement Memorandum attached as Exhibit 1. Risk management will be practiced in all aspects of the business. The Restaurant Manager and the Executive Chef and their assistants will be required to take a food sanitation and safety course, and the Bar Manager will be required to attend an Accredited Responsible Alcohol Service Course. All servers and other staff will be encouraged to attend these courses, and/or in the alternative, they will receive in-house training in these areas. These courses may entitle the restaurant to discounts on insurance premiums. Other ongoing training programs will be conducted to assure a high degree of professionalism among employees in their respective

jobs. To further protect the company against risk, the following insurance coverages will be secured by the Managing Member:

- ▶ Liquor Liability Insurance
- ▶ Workers Compensation Insurance
- ▶ Commercial General Liability Insurance
- ▶ Commercial Umbrella Policy
- ▶ Property/Business Owner's Policy
- ▶ Business Interruption Insurance
- ▶ Product Liability Insurance
- ▶ Key Person Life Insurance
- ▶ Errors and Omissions Insurance
- ▶ Builders Risk Insurance

## VII. FINANCIAL PLANS

### A. Statement of Funds Sought and Usage of Funds

GridIron Brew Works, LLC is seeking bank financing in the approximate amount of \$1,844,500.00, to be guaranteed by the Class B Member, BREWPUB HOLDINGS, LLLP, plus private investment in the amount of \$1,000,000.00 from the issuance of forty (40) Class A Member units at an initial cash capital contribution of \$25,000.00 per unit, for a total anticipated funding for the project in the amount \$2,844,500.00, to be used and dispersed as follows:

▶ Cash Outlay for Land Acquisition (Outlot D):	\$ 569,721.00
▶ Building Design & Construction:	\$1,500,000.00
▶ Restaurant & Brewing Equipment/Furniture:	\$ 300,000.00
▶ Initial Brewery & Restaurant Inventories:	\$ 20,000.00
▶ Operating Cash:	\$ 85,000.00
▶ Start-Up Costs:	\$ 25,279.00
▶ Cash Reserves/Contingencies:	<u>\$ 344,500.00</u>
TOTAL:	<u>\$2,844,500.00</u>

### B. Financial Projections

All financial projections have been made conservatively. The sales, cost and expense data were developed using historical industry data and brewpub/restaurant pro forma examples from industry associations, such as the Association of Brewers and the National Restaurant Association. The Pro Forma Income Statements are on the cash accounting basis. The Breakeven case assumes that penetration of the market is slower than forecast, with sales being 81% of our low-profit case, 54% of the Mid-Profit case and only 42% of the High-Profit case. The High-Profit case assumes penetration of the market is greater than forecast, with sales being approximately 29% over the Mid-Profit case. It is expected that the GridIron will operate profitably in its first year of operation and be able to meet all of its obligations in a timely manner.

The following pro forma financial statements are included with this Business Plan in Part A of the Appendix:

- ▶ Pro Forma Income/Cash Flow Statement - Year One
- ▶ Pro Forma Three-Year Income Statement
- ▶ Pro Forma Monthly Cash Flow Statement - Year One
- ▶ Pro Forma Beginning Balance Sheet - Year One
- ▶ Pro Forma Year-End Balance Sheet - Year One
- ▶ Pro Forma Financial Statement Analysis - Ratios (End of Year One)

## VIII. SUPPORTING DOCUMENTS

The following supporting documents are included with this Business Plan in Part B of the Appendix:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
1.	Private Placement Memorandum
2.	Operating Agreement for GridIron Brew Works, LLC
3.	Management Agreement between GridIron Brew Works, LLC and Brewpub Holdings, LLLP
4.	General Pre-Organization Subscription Information for GridIron Brew Works, LLC
5.	Pre-Organization Subscription Agreement for GridIron Brew Works, LLC
6.	Architectural Rendering
7.	Site Plan
8.	Floor Plan
9.	Preliminary Construction Budget from CORE Construction, Morton, Illinois
10.	Certificate of Limited Partnership for Brewpub Holdings, LLLP
11.	Agreement for Purchase and Sale of Real Property entered into on September 16, 2005 between Shoppes at College Hills, L.L.C., as Seller, and Brewpub Holdings, LLLP, as Buyer, for Outlot D
12.	Appraisal of vacant Outlot D at the Shoppes at College Hills (including plat of the Shoppes), prepared by Real Estate Counselors International, Inc. and provided by Shoppes at College Hills, L.L.C.
13.	2005 Demographic Profile for Bloomington-Normal/McLean County, Illinois (prepared by the Economic Development Council)
14.	1-3-5 Mile Radius Demographics for the Veterans Parkway & College Avenue Intersection (Applied Geographic Solutions, 2004)
15.	Projected Retail Sales for McLean County (from the Illinois Department of Revenue)
16.	Excerpts from the 2004 Industry Overview from the May/June 2005 issue of the New Brewer magazine published by the Brewers Association and Press Release
17.	Excerpt from the National Restaurant Association's 2004 Restaurant Industry Operating Report: "The Restaurant Industry Dollar: Where It Comes From, Where It Goes"
18.	National Restaurant Association's Restaurant Industry 2005 Fact Sheets
19.	Personal Resume of Matthew C. Potts
20.	Letters of Reference for Matthew Potts from Terry Welty of Miller Dredge Insurance; Harold Jehle, Executive Vice-President of Farmers State Bank; and Alan Howerton, CEO of H & H Industries, Inc.

**APPENDIX**

**Part A**

**Pro Forma Financial Statements**

# GRIDIRON BREW WORKS™

revised 3/14/06

## GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

### Pro Forma Income/Cash Flow Statement- Year One

	Break-Even		Low-Profit		Mid-Profit		High-Profit	
		Pct.		Pct.		Pct.		Pct.
<b>Sales</b>								
Food Sales (including n/a beverages)	\$ 1,056,273	65.0%	\$ 1,300,000	65.0%	\$ 1,950,000	65.0%	\$ 2,518,750	65.0%
Beverage Sales (Microbrew-retail on-premise)	\$ 365,633	22.5%	\$ 450,000	22.5%	\$ 675,000	22.5%	\$ 871,875	22.5%
Beverage Sales (Microbrew-wholesale/off-premise)	\$ 40,626	2.5%	\$ 50,000	2.5%	\$ 75,000	2.5%	\$ 96,875	2.5%
Beverage Sales (Liquor, Comm Beer, Wine)	\$ 146,253	9.0%	\$ 180,000	9.0%	\$ 270,000	9.0%	\$ 348,750	9.0%
Merchandise & Misc Sales	\$ 16,250	1.0%	\$ 20,000	1.0%	\$ 30,000	1.0%	\$ 38,750	1.0%
<b>Total Sales</b>	<b>\$ 1,625,036</b>	<b>100.0%</b>	<b>\$ 2,000,000</b>	<b>100.0%</b>	<b>\$ 3,000,000</b>	<b>100.0%</b>	<b>\$ 3,875,000</b>	<b>100.0%</b>
<b>Cost of Sales</b>								
Food Cost	\$ 369,696	35.0%	\$ 455,000	35.0%	\$ 682,500	35.0%	\$ 881,563	35.0%
Beverage Cost (Microbrew-retail on-premise)	\$ 54,845	15.0%	\$ 67,500	15.0%	\$ 101,250	15.0%	\$ 130,781	15.0%
Beverage Cost (Microbrew-wholesale/off-premise)	\$ 20,313	50.0%	\$ 25,000	50.0%	\$ 37,500	50.0%	\$ 48,438	50.0%
Beverage Cost (Liquor, Comm Beer, Wine)	\$ 43,876	30.0%	\$ 54,000	30.0%	\$ 81,000	30.0%	\$ 104,625	30.0%
Merchandise Cos	\$ 8,125	50.0%	\$ 10,000	50.0%	\$ 15,000	50.0%	\$ 19,375	50.0%
<b>Total Cost of Sales</b>	<b>\$ 496,855</b>	<b>30.6%</b>	<b>\$ 611,500</b>	<b>30.6%</b>	<b>\$ 917,250</b>	<b>30.6%</b>	<b>\$ 1,184,781</b>	<b>30.6%</b>
<b>GROSS PROFIT</b>	<b>\$ 1,128,181</b>	<b>69.4%</b>	<b>\$ 1,388,500</b>	<b>69.4%</b>	<b>\$ 2,082,750</b>	<b>69.4%</b>	<b>\$ 2,690,219</b>	<b>69.4%</b>
<b>Operating/Variable Expenses</b>								
Payroll and Payroll Taxes	\$ 487,511	30.0%	\$ 600,000	30.0%	\$ 900,000	30.0%	\$ 1,162,500	30.0%
Direct Operating Expenses	\$ 91,002	5.6%	\$ 112,000	5.6%	\$ 168,000	5.6%	\$ 217,000	5.6%
Advertising, Marketing and Promotion	\$ 34,126	2.1%	\$ 42,000	2.1%	\$ 63,000	2.1%	\$ 81,375	2.1%
Music and Entertainment	\$ 19,500	1.2%	\$ 24,000	1.2%	\$ 36,000	1.2%	\$ 46,500	1.2%
Utilities	\$ 44,688	2.8%	\$ 55,000	2.8%	\$ 82,500	2.8%	\$ 106,563	2.8%
Administrative & General Expenses	\$ 63,376	3.9%	\$ 78,000	3.9%	\$ 117,000	3.9%	\$ 151,125	3.9%
Repairs & Maintenance	\$ 27,626	1.7%	\$ 34,000	1.7%	\$ 51,000	1.7%	\$ 65,875	1.7%
Management Fee to Brewpub Holdings, LLLP	\$ 81,252	5.0%	\$ 100,000	5.0%	\$ 150,000	5.0%	\$ 193,750	5.0%
<b>Total Operating/Variable Expenses</b>	<b>\$ 849,081</b>	<b>52.3%</b>	<b>\$ 1,045,000</b>	<b>52.3%</b>	<b>\$ 1,567,500</b>	<b>52.3%</b>	<b>\$ 2,024,688</b>	<b>52.3%</b>
<b>Income Before Occupancy/Fixed Costs</b>	<b>\$ 279,100</b>	<b>17.2%</b>	<b>\$ 343,500</b>	<b>17.2%</b>	<b>\$ 515,250</b>	<b>17.2%</b>	<b>\$ 665,531</b>	<b>17.2%</b>
<b>Occupancy &amp; Fixed Costs</b>								
Depreciation	\$ 95,000	5.8%	\$ 95,000	4.8%	\$ 95,000	3.2%	\$ 95,000	2.5%
Property Taxes	\$ 35,000	2.2%	\$ 35,000	1.8%	\$ 35,000	1.2%	\$ 35,000	0.9%
Common Area Maintenance	\$ 2,500	0.2%	\$ 2,500	0.1%	\$ 2,500	0.1%	\$ 2,500	0.1%
Property & Liability Insurance	\$ 16,600	1.0%	\$ 16,600	0.8%	\$ 16,600	0.6%	\$ 16,600	0.4%
<b>Total Occupancy/Fixed Costs</b>	<b>\$ 149,100</b>	<b>9.2%</b>	<b>\$ 149,100</b>	<b>7.5%</b>	<b>\$ 149,100</b>	<b>5.0%</b>	<b>\$ 149,100</b>	<b>3.8%</b>
<b>Total Cost of Sales, Expenses &amp; Fixed Costs</b>	<b>\$ 1,495,036</b>	<b>92.0%</b>	<b>\$ 1,805,600</b>	<b>90.3%</b>	<b>\$ 2,633,850</b>	<b>87.8%</b>	<b>\$ 3,358,569</b>	<b>86.7%</b>
<b>NET OPERATING INCOME</b>	<b>\$ 130,000</b>	<b>8.0%</b>	<b>\$ 194,400</b>	<b>9.7%</b>	<b>\$ 366,150</b>	<b>12.2%</b>	<b>\$ 516,431</b>	<b>13.3%</b>
Bank Loan Interest Expense	\$ 130,000	8.0%	\$ 130,000	6.5%	\$ 130,000	4.3%	\$ 130,000	3.4%
<b>NET PROFIT (LOSS) - BEFORE TAXES</b>	<b>\$ (0)</b>	<b>0.0%</b>	<b>\$ 64,400</b>	<b>3.2%</b>	<b>\$ 236,150</b>	<b>7.9%</b>	<b>\$ 386,431</b>	<b>10.0%</b>
<b>Calculation of Net Operating Cash Flow</b>								
Net Income (Loss)	\$ (0)	0.00%	\$ 64,400	3.22%	\$ 236,150	7.87%	\$ 386,431	9.97%
Add Back Depreciation Expense	\$ 95,000	5.85%	\$ 95,000	4.75%	\$ 95,000	3.17%	\$ 95,000	2.45%
Subtract Bank Loan - Principal Payments	\$ 43,000	2.65%	\$ 43,000	2.15%	\$ 43,000	1.43%	\$ 43,000	1.11%
<b>Net Operating Cash Flow</b>	<b>\$ 52,000</b>	<b>3.20%</b>	<b>\$ 116,400</b>	<b>5.82%</b>	<b>\$ 288,150</b>	<b>9.61%</b>	<b>\$ 438,431</b>	<b>11.31%</b>

# GRIDIRON BREW WORKS™

revised 3/14/06

## GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

### Pro Forma Three-Year Income Statement

	Year One		Year Two		Year Three	
		Pct.		Pct.		Pct.
<b>Sales</b>						
Food Sales (including n/a beverages)	\$ 1,300,000	65.0%	\$ 1,625,000	65.0%	\$ 1,950,000	65.0%
Beverage Sales (Microbrew-retail on-premise)	\$ 450,000	22.5%	\$ 562,500	22.5%	\$ 675,000	22.5%
Beverage Sales (Microbrew-wholesale/off-premise)	\$ 50,000	2.5%	\$ 62,500	2.5%	\$ 75,000	2.5%
Beverage Sales (Liquor, Comm Beer, Wine)	\$ 180,000	9.0%	\$ 225,000	9.0%	\$ 270,000	9.0%
Merchandise & Misc Sales	\$ 20,000	1.0%	\$ 25,000	1.0%	\$ 30,000	1.0%
<b>Total Sales</b>	<b>\$ 2,000,000</b>	<b>100.0%</b>	<b>\$ 2,500,000</b>	<b>100.0%</b>	<b>\$ 3,000,000</b>	<b>100.0%</b>
<b>Cost of Sales</b>						
Food Cost	\$ 455,000	35.0%	\$ 568,750	35.0%	\$ 682,500	35.0%
Beverage Cost (Microbrew-retail on-premise)	\$ 67,500	15.0%	\$ 84,375	15.0%	\$ 101,250	15.0%
Beverage Cost (Microbrew-wholesale/off-premise)	\$ 25,000	50.0%	\$ 31,250	50.0%	\$ 37,500	50.0%
Beverage Cost (Liquor, Comm Beer, Wine)	\$ 54,000	30.0%	\$ 67,500	30.0%	\$ 81,000	30.0%
Merchandise Cost	\$ 10,000	50.0%	\$ 12,500	50.0%	\$ 15,000	50.0%
<b>Total Cost of Sales</b>	<b>\$ 611,500</b>	<b>30.6%</b>	<b>\$ 764,375</b>	<b>30.6%</b>	<b>\$ 917,250</b>	<b>30.6%</b>
<b>GROSS PROFIT</b>	<b>\$ 1,388,500</b>	<b>69.4%</b>	<b>\$ 1,735,625</b>	<b>69.4%</b>	<b>\$ 2,082,750</b>	<b>69.4%</b>
<b>Operating/Variable Expenses</b>						
Payroll and Payroll Taxes	\$ 600,000	30.0%	750,000	30.0%	\$ 900,000	30.0%
Direct Operating Expenses	\$ 112,000	5.6%	140,000	5.6%	\$ 168,000	5.6%
Advertising, Marketing and Promotion	\$ 42,000	2.1%	52,500	2.1%	\$ 63,000	2.1%
Music and Entertainment	\$ 24,000	1.2%	30,000	1.2%	\$ 36,000	1.2%
Utilities	\$ 55,000	2.8%	68,750	2.8%	\$ 82,500	2.8%
Administrative & General Expenses	\$ 78,000	3.9%	97,500	3.9%	\$ 117,000	3.9%
Repairs & Maintenance	\$ 34,000	1.7%	42,500	1.7%	\$ 51,000	1.7%
Management Fee to Brewpub Holdings, LLLP	\$ 100,000	5.0%	125,000	5.0%	\$ 150,000	5.0%
<b>Total Operating/Variable Expenses</b>	<b>\$ 1,045,000</b>	<b>52.3%</b>	<b>\$ 1,306,250</b>	<b>52.3%</b>	<b>\$ 1,567,500</b>	<b>52.3%</b>
<b>Income Before Occupancy/Fixed Costs</b>	<b>\$ 343,500</b>	<b>17.2%</b>	<b>\$ 429,375</b>	<b>17.2%</b>	<b>\$ 515,250</b>	<b>17.2%</b>
<b>Occupancy &amp; Fixed Costs</b>						
Depreciation	\$ 95,000	4.8%	\$ 95,000	3.8%	\$ 95,000	3.2%
Property Taxes	\$ 35,000	1.8%	\$ 35,000	1.4%	\$ 35,000	1.2%
Common Area Maintenance	\$ 2,500	0.1%	\$ 2,500	0.1%	\$ 2,500	0.1%
Property & Liability Insurance	\$ 16,600	0.8%	\$ 16,600	0.7%	\$ 16,600	0.6%
<b>Total Occupancy/Fixed Costs</b>	<b>\$ 149,100</b>	<b>7.5%</b>	<b>\$ 149,100</b>	<b>6.0%</b>	<b>\$ 149,100</b>	<b>5.0%</b>
<b>Total Cost of Sales, Expenses &amp; Fixed Costs</b>	<b>\$ 1,805,600</b>	<b>90.3%</b>	<b>\$ 2,219,725</b>	<b>88.8%</b>	<b>\$ 2,633,850</b>	<b>87.8%</b>
<b>NET OPERATING INCOME</b>	<b>\$ 194,400</b>	<b>9.7%</b>	<b>\$ 280,275</b>	<b>11.2%</b>	<b>\$ 366,150</b>	<b>12.2%</b>
Bank Loan Interest Expense	\$ 130,000	6.5%	\$ 130,000	5.2%	\$ 130,000	4.3%
<b>NET PROFIT (LOSS) - BEFORE TAXES</b>	<b>\$ 64,400</b>	<b>3.2%</b>	<b>\$ 150,275</b>	<b>6.0%</b>	<b>\$ 236,150</b>	<b>7.9%</b>



GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

revised 3/14/06

**Pro Forma Monthly Cash Flow Statement - Year One**

	1	2	3	4	5	6	7	8	9	10	11	12	12-Month Totals	Income Statement Reconciliation
<b>BEGINNING CASH BALANCE (not incl. cash reserves)</b>	\$ 85,000	\$ 94,117	\$ 103,233	\$ 112,350	\$ 121,467	\$ 130,583	\$ 139,700	\$ 148,817	\$ 157,933	\$ 167,050	\$ 176,167	\$ 185,283	\$ 85,000	
<b>Cash Receipts/Sales</b>														
Food Sales (including n/a beverages)	\$ 108,333	\$ 108,333	\$ 108,333	\$ 108,333	\$ 108,333	\$ 108,333	\$ 108,333	\$ 108,333	\$ 108,333	\$ 108,333	\$ 108,333	\$ 108,333	\$ 1,300,000	\$ 1,300,000
Beverage Sales (Microbrew-retail on-premise)	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 450,000	\$ 450,000
Beverage Sales (Microbrew-wholesale/off-premise)	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 50,000	\$ 50,000
Beverage Sales (Liquor, Comm Beer, Wine)	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 180,000	\$ 180,000
Merchandise & Misc Sales	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 20,000	\$ 20,000
<b>Total Cash Receipts/Sales</b>	\$ 166,667	\$ 166,667	\$ 166,667	\$ 166,667	\$ 166,667	\$ 166,667	\$ 166,667	\$ 166,667	\$ 166,667	\$ 166,667	\$ 166,667	\$ 166,667	\$ 2,000,000	\$ 2,000,000
<b>TOTAL CASH AVAILABLE</b>	\$ 251,667	\$ 250,783	\$ 269,900	\$ 279,017	\$ 288,133	\$ 297,250	\$ 306,367	\$ 315,483	\$ 324,600	\$ 333,717	\$ 342,833	\$ 351,950	\$ 2,085,000	
<b>CASH PAYMENTS:</b>														
<b>A. Cost of Sales</b>														
Food Cost	\$ 37,917	\$ 37,917	\$ 37,917	\$ 37,917	\$ 37,917	\$ 37,917	\$ 37,917	\$ 37,917	\$ 37,917	\$ 37,917	\$ 37,917	\$ 37,917	\$ 455,000	\$ 455,000
Beverage Cost (Microbrew-retail on-premise)	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 67,500	\$ 67,500
Beverage Cost (Microbrew-wholesale/off-premise)	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 25,000	\$ 25,000
Beverage Cost (Liquor, Comm Beer, Wine)	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 54,000	\$ 54,000
Merchandise Cost	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 10,000	\$ 10,000
<b>Total Cost of Sales</b>	\$ 50,958	\$ 50,958	\$ 50,958	\$ 50,958	\$ 50,958	\$ 50,958	\$ 50,958	\$ 50,958	\$ 50,958	\$ 50,958	\$ 50,958	\$ 50,958	\$ 611,500	\$ 611,500
<b>B. Operating/Variable Expenses</b>														
Payroll and Payroll Taxes	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 600,000	\$ 600,000
Direct Operating Expenses	\$ 9,333	\$ 9,333	\$ 9,333	\$ 9,333	\$ 9,333	\$ 9,333	\$ 9,333	\$ 9,333	\$ 9,333	\$ 9,333	\$ 9,333	\$ 9,333	\$ 112,000	\$ 112,000
Advertising, Marketing and Promotion	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 42,000	\$ 42,000
Music and Entertainment	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 24,000	\$ 24,000
Utilities	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 55,000	\$ 55,000
Administrative & General Expenses	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 78,000	\$ 78,000
Repairs & Maintenance	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 34,000	\$ 34,000
Management Fee to Brewpub Holdings, LLLP	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 100,000	\$ 100,000
<b>Total Operating/Variable Expenses</b>	\$ 87,083	\$ 87,083	\$ 87,083	\$ 87,083	\$ 87,083	\$ 87,083	\$ 87,083	\$ 87,083	\$ 87,083	\$ 87,083	\$ 87,083	\$ 87,083	\$ 1,045,000	\$ 1,045,000
<b>C. Occupancy &amp; Fixed Costs</b>														
Property Taxes/Esrow	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 35,000	\$ 35,000
Common Area Maintenance/Esrow	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 2,500	\$ 2,500
Property & Liability Insurance/Esrow	\$ 1,383	\$ 1,383	\$ 1,383	\$ 1,383	\$ 1,383	\$ 1,383	\$ 1,383	\$ 1,383	\$ 1,383	\$ 1,383	\$ 1,383	\$ 1,383	\$ 16,500	\$ 16,500
<b>Total Occupancy/Fixed Costs (not incl depreciation)</b>	\$ 4,508	\$ 4,508	\$ 4,508	\$ 4,508	\$ 4,508	\$ 4,508	\$ 4,508	\$ 4,508	\$ 4,508	\$ 4,508	\$ 4,508	\$ 4,508	\$ 54,100	\$ 54,100
<b>D. Bank Loan Payments</b>	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 180,000	\$ 180,000
<b>TOTAL CASH PAID OUT</b>	\$ 157,550	\$ 157,550	\$ 157,550	\$ 157,550	\$ 157,550	\$ 157,550	\$ 157,550	\$ 157,550	\$ 157,550	\$ 157,550	\$ 157,550	\$ 157,550	\$ 1,890,600	\$ 1,890,600
<b>CASH BALANCE/DEFICIENCY</b>	\$ 94,117	\$ 103,233	\$ 112,350	\$ 121,467	\$ 130,583	\$ 139,700	\$ 148,817	\$ 157,933	\$ 167,050	\$ 176,167	\$ 185,283	\$ 194,400	\$ 194,400	Net Operating Cash Flow:
<b>OWNERS DRAWS</b>													\$ (50,000)	\$ (50,000)
<b>LOANS TO BE RECEIVED</b>													\$	\$
<b>EQUITY DEPOSITS</b>													\$	\$
<b>ENDING CASH BALANCE</b>	\$ 94,117	\$ 103,233	\$ 112,350	\$ 121,467	\$ 130,583	\$ 139,700	\$ 148,817	\$ 157,933	\$ 167,050	\$ 176,167	\$ 185,283	\$ 194,400	\$ 144,400	\$ 144,400

# GRIDIRON BREW WORKS<sup>SM</sup>

GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

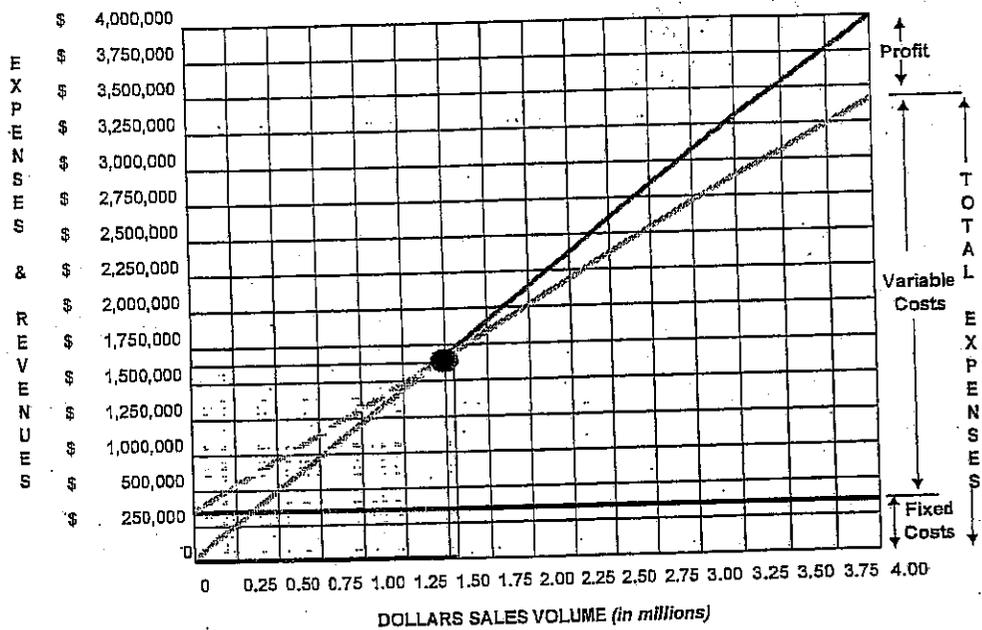
## Break-Even Analysis

FORMULA:  $BREAK-EVEN POINT (SALES) = \frac{FIXED COSTS}{1 - (VARIABLE COSTS / EST. REVENUES) \times SALES}$

FIXED COSTS: \$ 279,100  
 VARIABLE COSTS: \$ 2,484,750  
 ESTIMATED REVENUES: \$ 3,000,000

BREAK-EVEN POINT (SALES) = \$ 1,625,036

Break-Even Analysis Graph



- break-even point
- ▨ variable cost line
- ▩ total revenues line
- fixed cost line

revised 3/14/06



# GRIDIRON BREW WORKS™

**GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS**

## Pro Forma Year-End Balance Sheet - Year One

Date of Projection: March 14, 2006

Date Projected For: End of Year One of Operations

ASSETS		% of Assets	LIABILITIES		% of Liabilities
<b>Current Assets</b>			<b>Current Liabilities</b>		
Cash	\$ 139,400	4.39%	Accounts Payable	\$ 5,000	0.27%
Petty Cash	\$ 5,000	0.16%	Notes Payable	\$ 45,000	2.44%
Accounts Receivable	\$ 3,000	0.09%	Interest Payable	\$ 10,200	0.55%
Inventory	\$ 30,000	0.94%	Payroll Accrual	\$ 12,500	0.68%
Short-Term Investments/Cash Reserves	\$ 344,500	10.84%	Taxes Payable		
Prepaid Expenses	\$ -	0.00%	Sales Tax Accrual	\$ 10,638	0.58%
			Property Tax	\$ -	
			Management Fee Accrual	\$ 8,333	0.45%
<b>Long-Term Investment</b>			<b>Long-Term Liabilities</b>		
Land (cost)	\$ 879,721	27.69%	Notes Payable	\$ 1,755,000	95.04%
Buildings	\$1,461,538	46.00%			
1. Cost	\$ 1,500,000				
2. Less Acc. Depr.	\$ 38,462				
Improvements	\$ -	0.00%			
1. Cost	\$ -				
2. Less Acc. Depr.	\$ -				
Restaurant Equipment	\$ 128,571	4.05%			
1. Cost	\$ 150,000				
2. Less Acc. Depr.	\$ 21,429				
Brewery Equipment	\$ 85,714	2.70%			
1. Cost	\$ 100,000				
2. Less Acc. Depr.	\$ 14,286				
Furniture	\$ 42,857	1.35%			
1. Cost	\$ 50,000				
2. Less Acc. Depr.	\$ 7,143				
Autos/Vehicles	\$ -	0.00%			
1. Cost	\$ -				
2. Less Acc. Depr.	\$ -				
Start-Up Costs & Intangibles	\$ 56,623	1.78%			
1. Cost	\$ 70,779				
2. Less Acc. Amort	\$ 14,156				
Other Assets					
1. _____	\$ -	0.00%			
<b>TOTAL ASSETS:</b>	<b>\$3,176,924</b>	<b>100.00%</b>	<b>TOTAL LIABILITIES</b>	<b>\$ 1,846,671</b>	<b>100.00%</b>
			<b>NET WORTH (EQUITY)</b>		
					% of Net Worth
			Class A Members (31.25% equity)	\$ 415,704	31.25%
			Class B Member (68.75% equity)	\$ 914,549	68.75%
			<b>TOTAL NET WORTH</b>	<b>\$ 1,330,253</b>	<b>100.00%</b>
			Assets - Liabilities = Net Worth		
			<b>NET WORTH + LIABILITIES:</b>	<b>\$ 3,176,924</b>	
			Liabilities + Equity = Total Assets		

# GRIDIRON BREW WORKS™

revised 3/14/06

## GRIDIRON BREW WORKS, LLC AT THE SHOPPES AT COLLEGE HILLS

### Pro Forma Financial Statement Analysis - Ratios (End of Year One)

TYPE OF ANALYSIS	FORMULA	PROJECTED END OF YEAR ONE
<b>1. Liquidity Analysis</b>		
a. Net Working Capital	Balance Sheet Current Assets -Current Liabilities	Current Assets \$ 521,900 Current Liabilities \$ (91,671) Net Working Capital \$ 430,229
b. Current Ratio	Balance Sheet <u>Current Assets</u> Current Liabilities	Current Assets \$ 521,900 Current Liabilities \$ 91,671 Current Ratio 569.3%
c. Quick Ratio	Balance Sheet <u>Current Assets minus Inventory</u> Current Liabilities	Current Assets \$ 521,900 Inventory \$ 30,000 Current Liabilities \$ 91,671 Quick Ratio 536.6%
<b>2. Profitability Analysis</b>		
a. Gross Profit Margin	Income Statement <u>Gross Profits</u> Sales	Gross Profits \$ 1,388,500 Sales \$ 2,000,000 Gross Profit Margin 69.4%
b. Operating Profit Margin	Income Statement <u>Income from Operations</u> Sales	Income From Operations \$ 194,400 Sales \$ 2,000,000 Operating Profit Margin 9.7%
c. Net Profit Margin	Income Statement <u>Net Profits</u> Sales	Net Profits \$ 64,400 Sales \$ 2,000,000 Net Profit Margin 3.2%
<b>3. Debt Ratios</b>		
a. Debt to Assets	Balance Sheet <u>Total Liabilities</u> Total Assets	Total Liabilities \$ 1,846,671 Total Assets \$ 3,176,924 Debt to Assets Ratio 58.1%
b. Debt to Equity	Balance Sheet <u>Total Liabilities</u> Total Owners' Equity	Total Liabilities \$ 1,846,671 Total Owners' Equity \$ 1,330,253 Debt to Equity Ratio 138.8%
<b>4. Measure of Investment</b>		
a. Return on Investment	Balance Sheet <u>Net Profits</u> Total Assets	Net Profits \$ 64,400 Total Assets \$ 3,176,924 Return on Investment (ROI) 2.0%
<b>5. Vertical Financial Statement Analysis</b>		
	Balance Sheet 1. Each asset % of Total Assets 2. Liability & Equity % of Total L&E	Note: See Attached Balance Sheet and Income Statement

**APPENDIX**

**Part B**

**Supporting Documents**

# GRIDIRON BREW WORKS, LLC

## CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

GRIDIRON BREW WORKS, LLC (the "Company") is an Illinois limited liability company being formed to own and operate "GRIDIRON BREW WORKS", a full service restaurant and brewpub to be located at the Shoppes at College Hills, in Normal, Illinois. The Company will carry out all or a significant amount of its business within the State of Illinois.

All investment in the Company will be illiquid in that no present market exists for the interests offered hereby and none is expected to develop. An investment in the Company involves significant risks. Prospective investors should read the section captioned "Risk Factors" in this Memorandum. In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved.

The Company will seek commitments aggregating up to \$1,000,000 from Class A Members in the Company. The minimum investment will be \$25,000, and will be payable in cash. The offering period will be scheduled to end on March 31, 2006, but may be terminated earlier or extended to a later date.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED WITH OR APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS SUCH COMMISSION OR THE REGULATORY AUTHORITY OF ANY STATE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES OFFERED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

THIS OFFERING OF SECURITIES IS BEING MADE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER SECTION 4(2) OF THE SECURITIES ACT OF 1933 FOR AN OFFER AND SALE OF SECURITIES WHICH DOES NOT INVOLVE A PUBLIC OFFERING AND ALSO IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER SECTION 3(a)(11) OF THE SECURITIES ACT OF 1933 FOR AN OFFER AND SALE OF SECURITIES WHICH INVOLVES AN INTRASTATE OFFERING. NO PUBLIC OR OTHER MARKET WILL DEVELOP FOR THE SECURITIES. IN ADDITION, THESE SECURITIES ARE OFFERED AND WILL BE SOLD EXCLUSIVELY TO BONA FIDE RESIDENTS OF ILLINOIS AND HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933.

EACH SUBSCRIBER, BY EXECUTING A SUBSCRIPTION AGREEMENT FOR THESE SECURITIES, MUST REPRESENT AND WARRANT (1) THAT HE OR SHE IS A BONA FIDE RESIDENT OF ILLINOIS AND THAT HE OR SHE IS PURCHASING THESE SECURITIES FOR HIS OR HER OWN ACCOUNT AND NOT WITH ANY VIEW TO THEIR PUBLIC DISTRIBUTION OR RESALE TO NONRESIDENTS OF ILLINOIS; (2) THAT HE OR SHE IS A SOPHISTICATED INVESTOR AND THEREFORE HAS ENOUGH KNOWLEDGE AND EXPERIENCE IN FINANCE AND BUSINESS MATTERS TO EVALUATE THE RISKS AND MERITS OF THE INVESTMENT AND IS ABLE TO BEAR THE INVESTMENT'S ECONOMIC RISK; (3) THAT HE OR SHE HAS RECEIVED, FULLY READ AND UNDERSTANDS THIS PRIVATE PLACEMENT MEMORANDUM; (4) THAT THE PURCHASED SECURITIES WILL BE SUBJECT TO TRANSFER RESTRICTIONS

EXHIBIT 1

INCLUDING BUT NOT LIMITED TO THE RESTRICTION AGAINST A TRANSFER TO NONRESIDENTS OF ILLINOIS FOR A PERIOD OF NINE MONTHS AFTER THE LAST SALE BY THE COMPANY OF ANY PART OF THE SECURITIES OFFERED HEREBY AND THAT ANY TRANSFER IN VIOLATION OF SUCH RESTRICTION WILL BE VOID AND MAY VIOLATE SAID SECURITIES ACT OF 1933; (5) THAT NEITHER GENERAL SOLICITATION NOR ADVERTISING WERE USED TO MARKET THE SECURITIES; (6) THAT HE OR SHE HAS RECEIVED AND HAD AN OPPORTUNITY TO REVIEW AND UNDERSTANDS ALL DOCUMENTS PERTAINING TO THIS INVESTMENT, INCLUDING BUT NOT LIMITED TO THE BUSINESS PLAN AND ITS ATTACHMENTS AND THE OPERATING AGREEMENT FOR THE COMPANY, AND HAS HAD AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE PROMOTERS OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE INVESTMENT; (7) THAT HE OR SHE DOES IN FACT APPRECIATE THE SPECULATIVE NATURE OF THE INVESTMENT AND THEREFORE UNDERSTANDS THAT THE INVESTMENT HAS SUBSTANTIAL RISKS; (8) THAT THE SECURITIES HAVE NOT BEEN REGISTERED UNDER EITHER THE SECURITIES ACT OF 1933 OR PURSUANT TO THE PROVISIONS OF ANY STATE SECURITIES ACT AND THAT THE COMPANY IS UNDER NO OBLIGATION TO REGISTER THE SECURITIES UNDER THE SECURITIES ACT OF 1933; (9) THAT TO PREVENT THE ILLEGAL SALE OF THE SECURITIES, THE COMPANY WILL NOT RECOGNIZE THE TRANSFER OF THE SECURITIES ON ITS RECORDS UNLESS SOLD PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION UNDER THE SECURITIES ACT OF 1933 AND PURSUANT TO THE OPERATING AGREEMENT OF THE COMPANY; AND (10) THAT HIS OR HER SUBSCRIPTION IS VOID IF SUCH REPRESENTATIONS ARE UNTRUE.

AN INVESTMENT IN THE COMPANY WILL BE ILLIQUID. AS A RESULT, PROSPECTIVE INVESTORS SHOULD ACQUIRE AN INVESTMENT IN THE COMPANY ONLY IF THEY CAN BEAR FOR AN INDEFINITE PERIOD OF TIME THE ECONOMIC RISKS ASSOCIATED WITH AN ILLIQUID INVESTMENT.

NO COMMISSION OR OTHER REMUNERATION HAS BEEN OR WILL BE PAID OR GIVEN DIRECTLY OR INDIRECTLY FOR OR ON ACCOUNT OF THE SALE, OR THE PROCURING OR SOLICITING OF THE SALE, OF ANY OF THE SECURITIES TO BE ISSUED AND ACQUIRED PURSUANT TO THIS OFFERING.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS INVESTMENT, TAX OR LEGAL ADVICE. THIS MEMORANDUM AND THE APPENDICES HERETO, AS WELL AS THE NATURE OF THE INVESTMENT, SHOULD BE REVIEWED BY EACH PROSPECTIVE INVESTOR'S INVESTMENT ADVISER, ACCOUNTANT AND/OR LEGAL COUNSEL. EACH INVESTOR WILL BE REQUIRED TO STIPULATE IN HIS OR HER SUBSCRIPTION AGREEMENT THAT HE OR SHE HAS NOT RELIED UPON THE COMPANY OR THE COMPANY'S MANAGER FOR INVESTMENT, TAX OR LEGAL ADVICE AND THAT THE INVESTOR HAS RELIED ONLY ON HIS OR HER OWN ADVISOR(S) FOR INVESTMENT, TAX AND LEGAL ADVICE.

OFFERS OF SECURITIES WILL ONLY BE MADE PURSUANT TO THIS MEMORANDUM (INCLUDING APPENDICES, ATTACHMENTS, AMENDMENTS AND SUPPLEMENTS) AND DOCUMENTS SUMMARIZED HEREIN.

THE MANAGER WILL MAKE AVAILABLE TO EACH PROSPECTIVE INVESTOR THE OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS CONCERNING THE TERMS AND CONDITIONS OF AN INVESTMENT IN THE COMPANY OR ANY OTHER RELEVANT MATTERS, AND TO HAVE ACCESS TO AND OBTAIN ANY ADDITIONAL INFORMATION (TO THE EXTENT THAT THE MANAGER POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT

WITHOUT UNREASONABLE EFFORT OR EXPENSE) NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION HEREIN SET FORTH. A PROSPECTIVE INVESTOR HAVING QUESTIONS OR DESIRING ADDITIONAL INFORMATION SHOULD CONTACT THE MANAGER.

THIS OFFER CAN BE WITHDRAWN AT ANY TIME AND IS SPECIFICALLY MADE SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM AND IN THE PRE-ORGANIZATION SUBSCRIPTION AGREEMENT. THE MANAGER RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF PROSPECTIVE INVESTORS IN THE COMPANY AND CONSTITUTES AN OFFER ONLY TO THE PROSPECTIVE INVESTOR TO WHOM IT WAS DELIVERED. DISTRIBUTION OF THIS MEMORANDUM AND ANY OTHER DOCUMENTS OR PLANS PROVIDED TO PROSPECTIVE INVESTORS BY THE COMPANY OR ITS PROPOSED MANAGER TO ANY PERSON OTHER THAN SUCH PROSPECTIVE INVESTOR AND THOSE PERSONS RETAINED TO ADVISE HIM OR HER WITH RESPECT THERETO IS UNAUTHORIZED, AND ANY REPRODUCTION OF THIS MEMORANDUM OR THE OTHER DOCUMENTS OR PLANS, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY CONTENTS HEREOF OR THEREOF, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER, IS STRICTLY PROHIBITED. EACH PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT AND ALL OTHER RELATED DOCUMENTS TO THE MANAGER AT ITS REQUEST IF THE PROSPECTIVE INVESTOR DOES NOT DECIDE TO INVEST IN THE COMPANY, IF THE PROSPECTIVE INVESTOR'S SUBSCRIPTION IS NOT ACCEPTED OR IF THE OFFERING IS TERMINATED.

THE OFFERING PRICE OF THE COMPANY MEMBERSHIP UNITS HAS BEEN FIXED ARBITRARILY BY THE MANAGER AND THE COMPANY. THERE IS NO ESTABLISHED MARKET VALUE FOR THE COMPANY MEMBERSHIP UNITS. EACH PROSPECTIVE INVESTOR IS URGED TO MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF THE OFFERING PRICE.

THIS MEMORANDUM CONTAINS SUMMARIES BELIEVED TO BE ACCURATE WITH RESPECT TO CERTAIN TERMS OF CERTAIN DOCUMENTS, BUT REFERENCE IS MADE HEREBY TO THE ACTUAL DOCUMENTS (COPIES OF WHICH ARE PROVIDED HERewith AND/OR ATTACHED HERETO AND/OR WILL BE MADE AVAILABLE TO PROSPECTIVE SUBSCRIBERS UPON REQUEST). FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES THERETO, AND ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THIS REFERENCE.

THIS MEMORANDUM SHALL NOT BE CONSIDERED AN OFFER BY THE COMPANY, THE MANAGER OR ANY OTHER PERSON IN ANY JURISDICTION IN WHICH SUCH AN OFFER IS UNLAWFUL OR PROHIBITED.

#### RISK FACTORS

THE PURCHASE OF THE SECURITIES INVOLVES SUBSTANTIAL RISKS, AND THE INVESTMENT IS SUITABLE ONLY FOR PERSONS WITH THE FINANCIAL CAPABILITY TO MAKE AND HOLD LONG TERM INVESTMENTS NOT READILY CONVERTIBLE INTO CASH AND WHO CAN AFFORD A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS MUST HAVE ADEQUATE MEANS OF PROVIDING FOR THEIR CURRENT AND FUTURE NEEDS AND PERSONAL CONTINGENCIES. INVESTORS SHOULD CONSIDER CAREFULLY THE FOLLOWING RISK FACTORS, AS WELL AS THE INFORMATION AND RISKS DESCRIBED ELSEWHERE IN THIS

MEMORANDUM BEFORE PURCHASING ANY SECURITIES. INVESTORS SHOULD UNDERSTAND THAT THERE IS A POSSIBILITY THAT THEY COULD LOSE THEIR ENTIRE INVESTMENT IN THE COMPANY.

A. RISKS RELATED TO THE SECURITIES

I. INVESTMENT AT RISK. THE PROCEEDS FROM THE SALE OF THE SECURITIES REPRESENT "AT-RISK" CAPITAL. THE GROSS PROCEEDS FROM THIS OFFERING WILL BE USED BY THE COMPANY TO PAY ORGANIZATIONAL, FINANCING, PLANNING, LEGAL, AND OTHER STARTUP EXPENSES.

II. NO SECURITIES REGISTRATION. THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE APPLICABLE SECURITIES DIVISION OF THE STATE OF ILLINOIS, IN RELIANCE ON THE EXEMPTIONS FROM REGISTRATION CONTAINED IN THE ILLINOIS SECURITIES LAW OF 1953. THE OFFERING HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES LAWS, IN RELIANCE ON THE EXEMPTION FROM REGISTRATION UNDER SECTIONS 3(a)(11) AND 4(2) OF THE SECURITIES ACT OF 1933.

III. LIMITED MARKET FOR THE SECURITIES/RESTRICTION ON TRANSFER. THERE IS CURRENTLY NO MARKET FOR THE SECURITIES OFFERED HEREIN. THE COMPANY DOES NOT INTEND TO PLACE THE SECURITIES ON ANY SECURITIES EXCHANGE, AND A MARKET FOR THE SECURITIES MIGHT NOT DEVELOP. IF A MARKET FOR ANY OF THE SECURITIES DEVELOPS, THE PRICE FOR THE SECURITIES COULD BE HIGHER OR LOWER THAN THE PRICE PAID BY INVESTORS. THE PRICE OF THE SECURITIES DEPENDS ON A NUMBER OF FACTORS, INCLUDING PREVAILING INTEREST RATES, THE COMPANY'S OPERATING RESULTS AND THE MARKET FOR SIMILAR SECURITIES. THE SECURITIES ARE EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND ACCORDINGLY THERE WILL BE NO PUBLIC INFORMATION WITH REGARD TO REPORTS, PROXY STATEMENTS, OR OTHER INFORMATION THAT WOULD OTHERWISE BE FILED WITH THE SEC IF THE COMPANY OR THE SECURITIES WERE SUBJECT TO REGISTRATION. THE PURCHASE OF THESE SECURITIES SHOULD BE CONSIDERED A LONG-TERM DECISION BY EACH INVESTOR.

IV. LIQUIDATION RIGHTS. THE LIQUIDATION RIGHTS WITH REGARD TO THE SECURITIES WILL BE JUNIOR TO ANY OUTSTANDING DEBT OF THE COMPANY AND ANY DEBT THAT THE COMPANY MAY TAKE ON IN THE FUTURE. IF THE COMPANY ISSUES ANY SENIOR SECURITIES WITH PREFERRED RIGHTS, THE COMPANY MAY BE REQUIRED TO PAY THE LIQUIDATION RIGHTS ASSOCIATED WITH THOSE SECURITIES PRIOR TO PAYING ANY AMOUNTS TO THE HOLDERS OF THESE SECURITIES.

V. LACK OF VOTING CONTROL. ANY VOTING MEMBERSHIP UNITS SOLD IN THIS OFFERING WILL NOT REPRESENT A MAJORITY INTEREST OF THE TOTAL VOTING RIGHTS IN THE COMPANY.

B. RISKS RELATED TO THE COMPANY

I. NO OPERATING HISTORY. THIS INVESTMENT INVOLVES A PRE-ORGANIZATION INVESTMENT, AND SINCE THE COMPANY IS NOT YET FORMED, IT HAS NO HISTORY OF OPERATIONS. THE PROPOSED OPERATIONS OF THE COMPANY ARE SUBJECT TO ALL THE RISKS INHERENT IN THE ESTABLISHMENT OF A NEW BUSINESS ENTERPRISE. THERE IS NO ASSURANCE THAT THE COMPANY WILL BE SUCCESSFUL IN COMPLETING THIS OFFERING, IN SECURING ADDITIONAL DEBT FINANCING, AND/OR IN ITS EFFORTS TO OPERATE THE BUSINESS. EVEN IF THE COMPANY SUCCESSFULLY MEETS ALL OF THESE OBJECTIVES AND BEGINS OPERATIONS, THERE IS NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO MAKE A PROFIT.

II. FINANCING UNCERTAINTIES. THE COMPANY WILL NEED ADDITIONAL FUNDS TO FINANCE WORKING CAPITAL, CONSTRUCTION, FURNITURE, EQUIPMENT, FACILITIES, INVENTORIES, AND START-UP OPERATIONS. AS OF THE DATE OF THIS AGREEMENT, THE COMPANY HAS NOT YET OBTAINED ANY ADDITIONAL FINANCING. IF ADDITIONAL FINANCING IS UNAVAILABLE, THE COMPANY MAY BE FORCED TO ABANDON THE BUSINESS.

III. NO FINALIZED AGREEMENTS. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT, IN ADDITION TO THE ABOVE RISK FACTORS, AS WELL AS THE RISKS CONTAINED AND DISCUSSED ELSEWHERE IN THIS MEMORANDUM, THIS MEMORANDUM MAKES REFERENCE TO DOCUMENTS OR AGREEMENTS THAT ARE NOT YET FINAL OR EXECUTED, AND PLANS THAT HAVE NOT BEEN IMPLEMENTED. IN SOME INSTANCES SUCH DOCUMENTS OR AGREEMENTS ARE NOT EVEN IN DRAFT FORM. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THE DEFINITIVE VERSIONS OF THOSE AGREEMENTS, DOCUMENTS, PLANS OR PROPOSALS MAY CONTAIN TERMS OR CONDITIONS THAT VARY SIGNIFICANTLY FROM THE TERMS AND CONDITIONS DESCRIBED AND THAT PROPOSALS, PLANS OR AGREEMENTS NOT IN FINAL FORM MAY NOT MATERIALIZE OR, IF THEY DO MATERIALIZE, MAY NOT PROVE TO BE PROFITABLE.

IV. CONFLICTS OF INTEREST. THE BUSINESS OF THE COMPANY AND THE MANAGER ALSO INVOLVES ACTUAL AND POTENTIAL CONFLICTS OF INTEREST. REFERENCE SHOULD BE MADE TO SECTION 14.14 OF THE "OPERATING AGREEMENT".

#### C. RISKS RELATED TO OPERATION

I. CAPITAL REQUIREMENTS. THE COMPANY'S OPERATION MAY PROVE CAPITAL INTENSIVE AND REQUIRE SUBSTANTIAL AMOUNTS OF CASH RESERVES. THE COMPANY MAY NOT GENERATE SUFFICIENT OPERATING PROFITS TO MEET SUCH CAPITAL REQUIREMENTS. IT MAY NEED ADDITIONAL FINANCING FOLLOWING THE START-UP OF OPERATIONS. RESULTING RISKS INCLUDE THE RISK OF FORECLOSURE BY LENDERS OR BANKRUPTCY IF THE COMPANY IS UNABLE TO PAY ITS DEBTS AS THEY BECOME DUE. IF THE COMPANY OBTAINS ADDITIONAL FINANCING BY THE ISSUANCE OF ADDITIONAL MEMBERSHIP UNITS, INVESTORS IN THIS OFFERING WOULD SUFFER DILUTION IN THEIR PERCENTAGE OWNERSHIP AND VOTING RIGHTS, THEREBY POTENTIALLY INDIRECTLY REDUCING THEIR SHARE OF THE COMPANY'S NET INCOME, NET LOSSES AND DISTRIBUTIONS. NO ASSURANCE CAN BE MADE THAT SUCH ADDITIONAL FINANCING WOULD BE AVAILABLE IF REQUIRED OR, IF AVAILABLE, THAT IT WOULD BE ON TERMS ACCEPTABLE TO THE COMPANY. IF FUTURE FINANCING IS UNAVAILABLE FOR ANY REASON, THE COMPANY MAY BE FORCED TO DISCONTINUE OPERATIONS.

II. COMPETITION. INVESTORS SHOULD UNDERSTAND THAT THE COMPANY MAY FACE A CHALLENGE FROM OTHER COMPETITORS THAT MAY ALSO BE ABLE TO OFFER A WIDER OR BETTER RANGE OF PRODUCTS AND/OR AT A LOWER PRICE.

III. AVAILABILITY AND COST OF LABOR. THE COMPANY'S SUCCESS WILL DEPEND, IN PART, ON ITS ABILITY TO ATTRACT AND RETAIN QUALIFIED PERSONNEL AT A COMPETITIVE WAGE. THERE IS NO ASSURANCE THAT THE COMPANY WILL BE SUCCESSFUL IN ATTRACTING AND RETAINING QUALIFIED PERSONNEL. IF THE COMPANY IS UNSUCCESSFUL IN THIS REGARD, SUCH EVENT MAY HAVE A MATERIAL ADVERSE EFFECT ON THE COMPANY, ITS OPERATIONS, CASH FLOWS AND FINANCIAL PERFORMANCE.

IV. AVAILABILITY AND COST OF INSURANCE. THE COMPANY MAY NEED TO OBTAIN LIABILITY, PROPERTY AND CASUALTY AND OTHER POLICIES OF INSURANCE PRIOR TO THE COMMENCEMENT OF ITS OPERATIONS AND MAINTAIN SUCH INSURANCE

COVERAGE THEREAFTER DURING OPERATIONS. THERE IS NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO OBTAIN SUCH INSURANCE ON TERMS ACCEPTABLE TO IT, OR IF AT ALL. ANY FAILURE BY THE COMPANY TO SECURE AND MAINTAIN ADEQUATE INSURANCE, WITH ADEQUATE POLICY LIMITS AND/OR SELF-RETENTION LIMITS, MAY HAVE A MATERIAL ADVERSE EFFECT ON THE COMPANY, ITS OPERATIONS, CASH FLOWS AND FINANCIAL PERFORMANCE.

V. GOVERNMENTAL REGULATIONS. THE COMPANY WILL BE SUBJECT TO FEDERAL, STATE, AND LOCAL STATUTES, LAWS, ORDINANCES, RULES AND REGULATIONS THAT APPLY TO OTHER SIMILARLY-SITUATED COMPANIES, ENCOMPASSING AREAS THAT INCLUDE, BUT ARE NOT LIMITED TO, WORKERS' COMPENSATION, EMPLOYER-EMPLOYEE RELATIONS, EMPLOYEE BENEFITS, ADA COMPLIANCY, TAXATION AND CONTRACTUAL RELATIONSHIPS. SOME OF THE AGENCIES AND ORGANIZATIONS THAT COULD IN THE FUTURE HAVE A REGULATORY IMPACT ON THE COMPANY MAY INCLUDE THE DEPARTMENTS IN ILLINOIS DEALING WITH LABOR, LIQUOR CONTROL, TAXATION AND OTHERS. THE COMPANY MAY ALSO HAVE TO COMPLY WITH LOCAL LAWS AND REGULATIONS, INCLUDING THOSE RELATING TO ZONING, LAND USE AND BUILDING PERMITS, HEALTH CODES, LIQUOR SALES AND PRODUCTION, AS WELL AS LOCALLY-IMPOSED PROPERTY TAXES. ON THE FEDERAL LEVEL, THE COMPANY MAY BE IMPACTED BY THE INTERNAL REVENUE SERVICE, THE ALCOHOL AND TOBACCO TAX AND TRADE BUREAU AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, AMONG OTHERS.

#### D. FORWARD LOOKING STATEMENTS

THE COMPANY'S BUSINESS PLAN CONTAINS "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT OF 1933 AND SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, INCLUDING STATEMENTS CONTAINING THE WORDS "ANTICIPATES", "BELIEVES", "INTENDS", "ESTIMATES", "EXPECTS", "PROJECTS" AND WORDS OF SIMILAR IMPORT. THESE FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE THE COMPANY'S ACTUAL RESULTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. SUCH FACTORS INCLUDE, AMONG OTHERS, THOSE DISCUSSED IN THIS MEMORANDUM UNDER THE CAPTION "RISK FACTORS". CERTAIN FACTORS ARE DISCUSSED IN MORE DETAIL HERE AND ELSEWHERE IN THIS MEMORANDUM, IN THE BUSINESS PLAN AND IN DOCUMENTS INCLUDED THEREWITH OR HERewith. GIVEN THESE UNCERTAINTIES, PROSPECTIVE INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD LOOKING STATEMENTS. THE COMPANY DISCLAIMS ANY OBLIGATIONS TO UPDATE ANY SUCH FACTORS OR PUBLICLY ANNOUNCE THE RESULT OF ANY REVISIONS TO ANY OF THE FORWARD LOOKING STATEMENTS TO REFLECT FUTURE EVENTS OR DEVELOPMENTS.

OPERATING AGREEMENT

FOR

**GRIDIRON**  

---

**BREW WORKS™**

AT

THE SHOPPES AT COLLEGE HILLS

NORMAL, ILLINOIS

## TABLE OF CONTENTS

ARTICLE 1. GENERAL PROVISIONS.....	1
1.1 Principal Office in Illinois.....	1
1.2 Other Offices.....	1
1.3 Number of Manager.....	1
1.4 Fiscal Year.....	1
1.5 Purpose.....	1
ARTICLE 2. DEFINITIONS.....	1
2.1 Credited Capital Contribution.....	1
2.2 Capital Account.....	1
2.3 Net Income (Loss). ....	2
2.4 Cash Flow.....	2
2.5 Distributable Cash.....	2
2.6 Members.....	2
2.7 Majority In Interest of Members.....	3
2.8 Tax Returns and Member's Tax Documents .....	3
2.9 Class A Members.....	3
2.10 Class B Member.....	3
2.11 Stipulated Allocation.....	3
ARTICLE 3. CAPITAL CONTRIBUTIONS .....	3
3.1 Initial Members' Capital Contributions.....	3
3.2 No Additional Capital Contributions Required.....	3
3.3 Preemptive Rights of Members.....	4
ARTICLE 4. NET INCOME, NET LOSSES AND DISTRIBUTIONS.....	4
4.1 Profits, Losses And Credits.....	4
4.2 Distributions.....	5
4.3 Sale or Termination Proceeds.....	5
ARTICLE 5. MEMBER PERQUISITES .....	6
5.1 Inaugural VIP Opening Event.....	6
5.2 Annual Members Meal Meeting.....	6
5.3 Member Recognition Cards.....	6
ARTICLE 6. [RESERVED].....	6

ARTICLE 7. TERM, DISSOLUTION AND TERMINATION OF COMPANY.....	6
7.1 Term and Dissolution of Company.....	6
7.2 No Dissolution As A Result Of Certain Other Events.....	6
7.3 Winding Up, Liquidation, Distribution of Assets and Termination.....	6
ARTICLE 8. WITHDRAWAL AND TRANSFERS OF INTERESTS .....	7
8.1 Restrictions On Withdrawal or Foreign Ownership.....	7
8.2 Restriction on Transferability .....	7
8.3 Admission Of New Members.....	8
8.4 Allocations To Additional Or Substitute Members.....	8
ARTICLE 9. MEETINGS OF MEMBERS .....	9
9.1 Annual Meeting.....	9
9.2 Special Meetings.....	9
9.3 Place Of Special Meeting.....	9
9.4 Notice Of Meeting.....	9
9.5 Waiver Of Notice.....	10
9.6 Voting List.....	10
9.7 Quorum.....	10
9.8 Organization.....	10
9.9 Voting Of Membership Interests.....	10
9.10 Voting By Representative.....	11
9.11 Inspectors Of Election.....	11
9.12 Proxies.....	11
9.13 Informal Action By Members.....	11
ARTICLE 10. MANAGER.....	11
10.1 General Powers And Limitations.....	11
10.2 Election Number, Tenure And Qualifications.....	11
10.3 Resignation.....	12
10.4 Removal.....	12
10.5 Vacancies.....	12
10.6 Number Of Managers Increased.....	12
10.7 Place Of Meetings, Etc.....	12
10.8 Management Agreement.....	12
ARTICLE 11. OFFICERS.....	12
11.1 Executive Officers.....	12
11.2 Election And Term Of Office.....	13

11.3 Removal.....	13
11.4 Resignations.....	13
11.5 Powers And Duties of Executive Officers.....	13
ARTICLE 12. WRITTEN INSTRUMENTS, LOANS, CHECKS AND DEPOSITS.....	13
12.1 Written Instruments.....	13
12.2 Loans.....	13
12.3 Checks, Drafts, Etc.....	13
12.4 Deposits.....	14
ARTICLE 13. INDEMNIFICATION.....	14
13.1 Indemnification Of Members, Manager And Officers.....	14
13.2 Limitations.....	14
ARTICLE 14. MISCELLANEOUS PROVISIONS.....	14
14.1 Application Of Illinois Law.....	14
14.2 Waiver Of Action For Partition.....	14
14.3 Amendments.....	15
14.4 Certificates.....	15
14.5 Execution Of Additional Instruments.....	15
14.6 Construction.....	15
14.7 Headings.....	15
14.8 Waivers.....	15
14.9 Rights And Remedies Cumulative.....	16
14.10 Severability.....	16
14.11 Heirs, Successors And Assigns.....	16
14.12 Creditors.....	16
14.13 Counterparts.....	16
14.14 Manager Have No Exclusive Duty To Company.....	16
14.15 Annual Reports.....	17
14.16 Non-Recourse Loans.....	17
14.17 Loans From Members.....	17
14.18 No Unanimous Vote of Members Required.....	17
14.19 No Right Of Members To Receive Property Other Than Cash In Return For Contributions.....	17
14.20 Entire Agreement.....	17

## **ARTICLE 1. GENERAL PROVISIONS**

### **1.1 Name/Principal Office in Illinois.**

The Company shall operate under the name of **GRIDIRON BREW WORKS, LLC** (hereinafter called the "Company") or such other name or names or trade or assumed names as the Company from time to time may determine. The principal office of the Company shall be located at 318 South Towanda Avenue, Normal, Illinois, 61761.

### **1.2 Other Offices.**

The Company may have places of business or other offices, either within or without the State of Illinois, as the Manager may determine or as shall be appropriate for the conduct of its business.

### **1.3 Number of Managers.**

The initial number of Managers shall be One (1) and the initial Manager shall be **BREW PUB HOLDINGS, LLLP**, an Illinois Limited Liability Limited Partnership. The Manager shall have such powers and be subject to such duties as are provided in this Operating Agreement. The Manager need not be a Member.

### **1.4 Fiscal Year.**

The fiscal year of the Company shall end at the close of business on the last day of December of each year.

### **1.5 Purpose.**

The Company is organized for the purposes of developing, owning, constructing, carrying on, managing, controlling, conducting and operating a restaurant and brewery business on property owned or leased by the Company and the transaction of any or all other lawful businesses for which limited liability companies may be organized.

## **ARTICLE 2. DEFINITIONS**

### **2.1 Credited Capital Contribution.**

The term "credited capital contribution" shall mean the amount credited to a Member's capital account for the Company, as set forth in Section 3.1.

### **2.2 Capital Account.**

Each Member's capital account shall be maintained as required by the Treasury Regulations promulgated under Section 704 of the Internal Revenue Code (the "Code"). Notwithstanding any provision of this Agreement to the contrary, the "qualified income

offset" and the "minimum gain chargeback" provisions of the Treasury Regulations promulgated under Section 704(b) of the Code shall be incorporated herein to the extent necessary to cause the allocation provisions herein to have substantial economic effect under Section 704(b) of the Code. Notwithstanding any provision of this Agreement to the contrary, to the extent required by law, income, gain, loss and deduction attributable to property contributed to the Company by a Member shall be allocated among the Members so as to take into account any variation between the tax basis of the property and the fair market value thereof at the time of contribution, in accordance with the requirements of Section 704(c) of the Internal Revenue Code, as amended, and the applicable Treasury Regulations thereunder.

The term "capital account" shall mean the sum of:

- a. Each Member's initial capital contribution as referenced in Section 3.1; and
- b. Any net profits allocated to the Member's account under Article 4, less the sum of:
- c. Any net losses allocated to the Member's account under Article 4; and
- d. The amount of any cash distributions and the Company's adjusted basis in any property distributions (net of liabilities assumed by such Member or liabilities to which such property is subject) to the Member.

No interest shall be paid to any Member with respect to the Member's capital account balance.

### **2.3 Net Income (Loss).**

The terms "net income" and "net losses" shall mean the comprehensive net income or loss of the Company determined in accordance with generally accepted accounting principles.

### **2.4 Cash Flow.**

The term "cash flow" shall mean the excess of cash receipts over cash disbursements for the applicable period; provided, however, cash flow shall not include any cash received pursuant to the dissolution and termination of the Company.

### **2.5 Distributable Cash.**

The term "distributable cash" shall mean cash flow for the applicable period reduced (or increased) by such amounts which are determined by the Manager to be reasonably necessary (or no longer necessary) to be expended or held as reserves for the conduct of Company business, including capital improvements, capital purchases and future payments of anticipated obligations and liabilities, subject to the terms and provisions of Article 4 of this Agreement.

### **2.6 Members.**

The term "Members" shall refer to those business entities or individuals, who are members of the Company, including substitute and new Members under Article 8. References to

"Members" shall mean both Class A and Class B Members. References to only Members in a particular class shall expressly reference that class.

### **2.7 Majority In Interest of Members.**

The term "majority in interest of Members" or similar term shall refer to a majority in interest of the Capital Account held by such Members.

### **2.8 Tax Returns and Member's Tax Documents**

The Manager shall be responsible for completion and distribution of any tax returns and tax documents to be distributed to Members.

### **2.9 Class A Members.**

The term "Class A Members" shall refer to the membership interest initially held by those individuals or entities which are identified on the signature pages hereto as Class A Members.

### **2.10 Class B Member.**

The term "Class B Member" shall refer to the membership interest initially held by BREWPUB HOLDINGS, LLLP, an Illinois Limited Liability Limited Partnership.

### **2.11 Stipulated Allocation**

The term "Stipulated Allocation" shall mean an initial allocation of forty percent (40%) to the Class A Members as a group and sixty percent (60%) to the Class B Member, subject to proportionate adjustment as described herein. Allocations within Class A shall be made pro-rata according to the number of units.

## **ARTICLE 3. CAPITAL ACCOUNTS AND CONTRIBUTIONS**

### **3.1 Initial Members' Capital Accounts.**

The Class A Members shall make a minimum aggregate initial cash capital contribution of \$1,000,000.00 for an initial aggregate capital account of \$1,000,000.00, which shall initially consist of forty (40) Class A Member units at an initial cash capital contribution of \$25,000.00 per unit. The Class B Member shall be credited with an initial capital account of \$2,200,000.00 for guarantying the initial debt of the Company in the amount of \$1,844,500.00, for contributing its equity in real estate in the amount of \$310,000.00 and for its contribution of the brand and other intangibles in the amount of \$45,500.00 (\$280,000.00 of which said initial capital account shall not be taken into account in the Stipulated Allocation in order to give the Class A Members a preferred return allocation).

### **3.2 No Additional Capital Contributions Required.**

No Member shall be required to make any contributions to the capital of the Company or guaranty debt of the Company beyond the amounts set forth in this Article 3. The Manager may, from time to time, agree that one or more Members may make additional capital contributions, in cash unless otherwise stipulated, and with recognition of the preemptive rights set forth in Section 3.3. Any additional capital contributions shall cause an appropriate recalculation of the allocations to be made to the Members pursuant to Article 4 of this Agreement.

### **3.3 Preemptive Rights of Members.**

a. The Company shall not increase its capitalization or issue any equity securities, debentures, bonds, capital units or similar instruments (the "Capital Instruments"), which might dilute or take preference over the Units held by the Members without first providing to the Members as a class the option to purchase any such Capital Instruments on terms and conditions no less favorable than the terms and conditions offered to others. Prior to the date of a proposed issuance of any Capital Instruments, the Company shall deliver written notice of such proposed issuance (the "Preemptive Notice") to each Member. The Preemptive Notice shall specify:

(i) the number of membership units and class of which the Company proposes to issue, the consideration to be received therefor and the date on which such consideration shall be paid (which date shall be no less than thirty-one (31) days from the date of delivery of the Preemptive Notice);

(ii) all of the material terms and conditions, including the terms and conditions of payment, upon which the Company proposes to issue such Capital Instruments;

(iii) the proportionate number of shares of Capital Instruments which the Members as a class shall have the option to purchase, which proportionate number shall be equal to the Stipulated Allocation; and

(iv) if the proposed purchasers of the Capital Instruments are known, the identities of such proposed purchasers.

b. Upon delivery of a Preemptive Notice, each Member choosing to so exercise his rights shall have the right (exercisable by delivery to the Company of written notice within the thirty (30) day period following the date of delivery of the Preemptive Notice) to purchase the proportionate available number of units of Capital Instruments described in the Preemptive Notice, at the price and on the terms and conditions contained therein.

## **ARTICLE 4. NET INCOME, NET LOSSES AND DISTRIBUTIONS**

### **4.1 Profits, Losses And Credits.**

(a) Except as set forth in paragraph (b), or as required under Article 2 Section 2, net profits,

net losses, non-taxable income, unallowable deductions and credits shall be computed for each period and shall be allocated among the Members in accordance with the Stipulated Allocation.

(b) In the event of the sale, dissolution or termination of the Company:

(i) net losses shall be allocated to the Members' respective capital accounts in accordance with the Stipulated Allocation;

(ii) net profits shall be allocated to the Members' respective capital accounts as follows:

(a) First, each Member shall receive an allocation of net profits equal to the amount, if any, by which (i) the initial capital contribution to the Company by such Member, less any Excess Cash Distributions which have been received by such Member, exceeds (ii) the capital account balance of such Member immediately prior to the applicable sale, dissolution or termination; and,

(b) Second, any remaining net profits shall be allocated in accordance with the Stipulated Allocation.

#### **4.2 Distributions.**

Distributions shall be made at the Manager's absolute discretion. Except as provided in this Section 2 and in Section 3 of this Article, no Member shall be entitled to withdraw any amount from his or her capital account.

#### **4.3 Sale or Termination Proceeds.**

In the event of the sale, dissolution or termination of the Company under this Agreement, the proceeds of such dissolution and termination shall be distributed as follows:

First, in payment of all accrued but unpaid debts and liabilities of the Company requiring payment in order of priority;

Second, to expenses of sale or dissolution, including customary brokerage fees;

Third, to provide such reserves as the Manager deems advisable for contingent liabilities of the Company (which reserves will be held in escrow);

Fourth, to the extent of any Member's positive capital account;

Fifth, to Member, an amount equal to such Member's capital account percentage.

Each Member shall look solely to the assets of the Company for the return of such Member's capital contribution, and if the Company property remaining after the payment or discharge of the prior debts, liabilities and distributions of the Company is insufficient to return such capital contributions, no Member shall have any recourse against any other Member or Manager.

## **ARTICLE 5. MEMBERS PERQUISITES**

### **5.1 Inaugural VIP Opening Event**

In the event that the Company opens a restaurant, there is expected to be a Members and Guests VIP Event at which the restaurant will be shared with each Member and five guests of their choice.

### **5.2 Annual Members Meal Meeting**

Each Member will be invited to an annual Membership meal during which the past year's events and results will be shared.

### **5.3 Member Recognition Cards**

Each Member will be issued a personalized Members Recognition Card. This card will facilitate executives and staff of the restaurant in identifying the holder as a Member.

## **ARTICLE 6. [RESERVED]**

## **ARTICLE 7. TERM, DISSOLUTION AND TERMINATION OF COMPANY**

### **7.1 Term and Dissolution of Company.**

The term of the Company shall commence as of the date of the filing of the Articles of Organization with the Illinois Secretary of State, and shall continue until the earliest of the following:

- a. The sale, expiration, abandonment or other disposition of all Company assets;
- b. Dissolution of the Company by judicial decree;
- c. The unanimous written consent of the Members;
- d. The expiration of the period set forth in the Articles of Organization; or
- e. The merger of the Company into another business entity.

### **7.2 No Dissolution As A Result Of Certain Other Events.**

The Company shall not be dissolved by any event not set forth in Section 1 of this Article, and no other event shall entitle any Member to a return of capital.

### **7.3 Winding Up, Liquidation, Distribution of Assets and Termination.**

If the Company is dissolved, then:

- a. The Manager shall wind up the affairs of the Company; sell or otherwise liquidate or dispose of or abandon all of the Company assets in a manner consistent with attempting to obtain the fair market value thereof; and, shall terminate the Company.
- b. The proceeds from a disposition shall be distributed pursuant to Section 3 of Article 4.

## ARTICLE 8. WITHDRAWAL, NO FOREIGN OWNERSHIP AND TRANSFERS OF INTERESTS

### 8.1 Restrictions On Withdrawal or Foreign Ownership.

A Member may not voluntarily withdraw as a Member. No Member may be a foreign person or business entity.

### 8.2 Restriction on Transferability.

a. Notwithstanding anything contained herein to the contrary, if any Class A Member desires to sell or otherwise transfer their membership interest, then the following shall apply:

(i) If any Class A Member receives a bona fide offer for his interest and desires to sell or otherwise transfer any or all of his interest pursuant to such bona fide offer, such Member shall first offer such interest for sale to the Class B Member by giving notice (the "Sale Notice") to the Class B Member with respect to the interest intended to be sold or otherwise transferred (the "Offered Interest") designating (i) the amount of Offered Interest, (ii) the number of the certificate or certificates therefor, (iii) the name and residence address of the intended transferee or transferees, (iv) a copy of any written agreements entered into between such Member and the proposed transferee or transferees, and (v) the price and terms at which the Offered Interest is proposed to be sold or otherwise transferred to such transferee or transferees. Any Member delivering a Sale Notice to the Class B Member shall at the same time deliver a copy of the Sale Notice to all the Class A Members together with a statement that such Sale Notice was delivered to the Class B Member.

(ii) The Class B Member shall within thirty (30) days after the Sale Notice is given notify the respective Class A Member in writing whether it desires to purchase the Offered Interest at the price and terms set forth in the Sale Notice. In the event that the Class B Member notifies such Member of its acceptance of the offer for sale, said notification shall specify a date not less than thirty (30) nor more than sixty (60) days after the date such notice is given as the date on which the Offered Interest will be taken up and payment made therefor at the office of the Company. If the Class B Member shall not purchase and pay for all of the Offered Interest, the Class B Member shall be deemed to have rejected said offer in its entirety.

(iii) Upon the Class B Member's refusal or failure to purchase the Offered Interest in accordance with paragraph (ii) above, then the respective Class A Member shall notify the other Class A Members of such refusal or failure to purchase by the Class B Member. Each Class A Member shall have ten (10) days from receipt of such notification to notify the selling Member in writing whether it desires to purchase the Offered Interest at the price set forth in the Sale Notice. If more than one Class A Member so responds to the Sale Notice, then each responding Member shall be

permitted to purchase that proportion of the Offered Interest which corresponds to the relative percentage of that responding Member's membership interest to the percentage of membership interest held by all those Members responding to the Sale Notice. In the event that one or more Members notify the selling Member of its acceptance of the offer for sale, said notification shall specify a date not less than thirty (30) nor more than sixty (60) days after the date such notice is given as the date on which the Offered Interest will be taken up and payment made therefor at the office of the Company. If one or more accepting Members shall not purchase and pay for all the Offered Interest which it has agreed to purchase, then such non-purchasing or non-paying Members shall be deemed to have rejected said offer in its entirety and the selling Member shall notify the other accepting Members of such rejection. Within five (5) days of receipt of notice of such rejection, the other accepting Members may elect to add all or any portion of the Offered Interest so rejected to the portion of Offered Interest previously accepted by the accepting Members. If more than one Member so elects to add such a portion, then each electing Member shall be permitted to purchase that portion of the rejected Offered Interest which corresponds to the relative percentage of the electing Member's membership interest to the percentage of membership interest held by all those Members electing to purchase. If the other accepting Members do not elect to add a portion of the Offered Interest that has been rejected, then that portion of the Offered Interest shall be deemed rejected by the Members.

(iv) Upon the other Members' refusal or failure to purchase the Offered Interest as set forth in Section 8.2(a)(iii) above, then the selling Member may sell or otherwise transfer any remaining Offered Interest to, and only to, the proposed transferee and at the proposed price and other terms set forth in the Sales Notice. If said sale or transfer shall not be made within sixty (60) days of the date of such refusal or failure by the Members, the provisions of this Agreement shall again apply to the Offered Interest.

b. The Class B Member may accept one or more bona fide offers for all or a portion of its membership interest in the Company or a sale of the brand (etc.) which may occur without a sale of each operating entity and in particular this operating entity, and the Class A Members shall have no right to claim any interest in such sale.

### **8.3 Admission Of New Members.**

From the date of the formation of the Company, with the consent of the Manager and a majority in interest of all Members, any person or entity acceptable to the Manager may, subject to the terms and conditions of the Operating Agreement, become an additional Member in this Company by the sale of new membership interests for such consideration as has been consented to.

### **8.4 Allocations To Additional Or Substitute Members.**

No additional or substitute Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at the Manager's option, at the time an additional or substitute Member is admitted, close the Company's books (as though the Company's tax year had ended) or make pro rata allocations to an additional or substitute Member for that portion of the Company's tax year in which an additional or substitute Member was admitted.

## **ARTICLE 9. MEETINGS OF MEMBERS**

### **9.1 Annual Meeting.**

The annual meeting of the Members shall be held in the months of April, May or June each year for the purpose of transacting such business as may properly come before the meeting. The annual meeting of the Members shall be held at the principal office of the Company unless the notice of meeting provided pursuant to Section 9.3 of this Agreement designates a different place. Members may attend by telephone or video conference, if available.

### **9.2 Special Meetings.**

Special Member meetings, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager or the Members at the written request of a majority in interest of all Members. Such request shall state the purpose or purposes of the meeting. Members may attend by telephone or video conference, if available.

### **9.3 Place Of Special Meeting.**

The Manager may designate any place, either within or without the State of Illinois, for any special meeting called by the Members. A waiver of notice signed by all Members entitled to vote may designate any place, either within or without the State of Illinois, as the place of the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Company in the State of Illinois, but any meeting may be adjourned to reconvene at any place designated by the Manager.

### **9.4 Notice Of Meeting.**

Written or printed notice stating the place, day and hour of any annual or special meeting of the Members and the purpose or purposes for which it is called, shall be delivered not less than ten days (or such greater number as required by law) nor more than fifty days before the meeting, either personally or by mail, by or at the direction of the Manager or person calling the meeting, to each Member of record entitled to vote thereat. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to the Member at the Member's address as it appears on the Company's record books, with postage prepaid.

### **9.5 Waiver Of Notice.**

a. A written waiver of notice signed by any Member entitled to such notice, whether before or after the meeting, shall be equivalent to the giving of notice to such Member in due time as required by law.

b. Presence at or participation in any Members' meeting, in person or by proxy, shall be equivalent to waiver of giving of notice of such meeting and irregularities in any notice given.

### **9.6 Voting List**

The Manager shall make, at least ten days before each Member meeting, a complete list of Members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Company subject to inspection by any Member during usual business hours. Such list shall also be produced at the meeting and shall there be subject to inspection of any Member. The membership transfer books shall be prima facie evidence as to the Members entitled to examine such list or books or to vote at any Member meeting. Failure to comply with this Section shall not affect the validity of any action taken at such meeting.

### **9.7 Quorum.**

At any Member meeting, a majority in interest of each class of Members, present or represented by proxy, shall constitute a quorum, unless a larger number is required by law or the Articles of Organization, and in that case, the representation of the number so required shall constitute a quorum. If a quorum shall fail to attend in person or by proxy at the time and place fixed for a special meeting, a majority in interest of all Members present in person or by proxy may adjourn by announcement at the meeting, until a quorum shall be present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

### **9.8 Organization.**

At any Member meeting, an executive officer of the Managing Member shall act as Chairman. In the absence of the Managing Member, the holders of a majority in interest of all Members present may appoint a Chairman. The Chairman may appoint any person to act as secretary of the meeting.

### **9.9 Voting Of Membership Interests.**

Each one dollar of Capital Account shall be entitled to one vote.

### **9.10 Voting By Representative.**

Interest in the Company held by an administrator, executor, guardian or conservator may be voted by such person, either in person or by proxy, without transfer into such person's name. Interests in the Company held by or under the control of a receiver may be voted by such receiver without transfer into such receiver's name upon appropriate order of the court appointing such receiver.

### **9.11 Inspectors Of Election.**

The Manager may appoint inspectors to act at such meeting or any adjournment thereof. If any appointed inspector fails to appear or act, the vacancy may be filled by the Chairman. The inspectors shall register proxies, determine the Capital Accounts, the existence of a quorum, the authenticity, validity and effect of proxies, determine all challenges and questions in connection with the vote, count and tabulate all votes, assents and consents, determine and announce the result, and to do such acts proper to conduct the election or vote with fairness to all Members.

### **9.12 Proxies.**

At all Member meetings, a Member entitled to vote may vote by proxy appointed in writing by the Member or by such Member's duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary or the Chairman before or at the time of the meeting, who shall provide such proxy to the appropriate inspectors of election for registration. No proxy shall be valid after eleven months from the date of its execution.

### **9.13 Informal Action By Members.**

Any action required or permitted by law or the Articles of Organization or this Operating Agreement to be taken at a meeting of Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a quorum of all of the Members entitled to vote thereon.

## **ARTICLE 10. MANAGER**

### **10.1 General Powers And Limitations.**

The business and affairs of the Company shall be managed by the Manager. Except as otherwise provided in this Operating Agreement, the Manager shall have all power to act on behalf of the Company, as provided by the Illinois Limited Liability Company Act and other applicable law.

### **10.2 Election Number, Tenure And Qualifications.**

The Class B Member shall have the right to elect the Manager. There shall be one Manager. Each Manager shall hold office until death, resignation, or removal. Managers need not be a resident of the State of Illinois, nor Members of the Company.

### **10.3 Resignation.**

The Manager may resign by written notice to each of the Members. Such resignation shall take effect upon the date specified therein, and acceptance of such resignation shall not be necessary to make it effective.

### **10.4 Removal.**

A Manager shall be subject to removal by the Class B Member.

### **10.5 Vacancies**

A vacancy of the Manager may be filled by the Class B Member.

### **10.6 Number Of Managers Increased.**

The number of Managers may be increased only by the Class B Member.

### **10.7 Place Of Meetings, Etc.**

Except as provided in the following Section, the Manager may hold meetings and keep the books and records of the Company (except those records required by law to be kept at its principal office) at such time and place within or without the State of Illinois, as the Manager determines.

### **10.8 Management Agreement**

Except as otherwise provided herein, the Manager intends to manage and operate the day-to-day restaurant and brewery business of the Company and to receive compensation therefor pursuant to a written Management Agreement to be executed by Manager and Company on such terms as negotiated by the Manager. However, the Manager may, in its discretion, retain a separate restaurant management company, which may be an affiliate of the Manager and/or the Class B Member, to discharge all or a portion of the day-to-day restaurant management responsibilities of the Company. Such retention shall be made on such terms as negotiated by the Manager.

## **ARTICLE 11. OFFICERS**

### **11.1 Executive Officers.**

The Manager may appoint executive officers, including a President, one or more Vice-Presidents, and a Secretary and a Treasurer and other officers deemed necessary or appropriate by the Manager. None of the officers need be Manager or Members. One person may hold the offices and perform the duties of any two or more of said offices.

### **11.2 Election And Term Of Office.**

Executive officers may be chosen by the Manager at any time. Each such officer shall hold office until removed by the Manager.

### **11.3 Removal.**

Any officer or agent may be removed by the Manager whenever in the Manager's judgment the best interests of the Company will be served thereby, but without prejudice to the contract rights, if any, of such person. Appointment of an officer or agent shall not in itself create contract rights.

### **11.4 Resignations.**

Any officer may resign by written notice thereof to the Manager. Such resignation shall take effect upon receipt thereof or at any later time specified therein, and acceptance thereof shall not be necessary to make it effective.

### **11.5 Powers And Duties of Executive Officers.**

The Manager may delegate to any duly chosen Executive Officer, subject to the control of the Manager itself, all or a portion of the day-to-day management responsibilities of the Company, and officers shall not be entitled to any salary, but may be reimbursed for expenses as approved by the Manager.

## **ARTICLE 12. WRITTEN INSTRUMENTS, LOANS, CHECKS AND DEPOSITS**

### **12.1 Written Instruments.**

All deeds and mortgages made by the Company and all other written contracts and agreements to which the Company is a party shall be executed in its name by the Manager.

### **12.2 Loans.**

No loans shall be contracted on behalf of the Company, and no evidences of indebtedness shall be issued in its name unless authorized by the Manager. Such authority may be general or confined to specific instances.

### **12.3 Checks, Drafts, Etc.**

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Company, shall be signed by the Manager or such officer or officers, agent or agents of the Company and in such manner as shall be determined by the Manager.

#### **12.4 Deposits.**

All corporate funds not otherwise employed shall be deposited to the credit of the Company in such banks, trust companies, or other depositories as the Manager may select.

### **ARTICLE 13. INDEMNIFICATION**

#### **13.1 Indemnification Of Members, Manager And Officers.**

Except as provided in Section 2 of this Article, the Company shall indemnify any individual or business entity made a party to any proceeding because the individual or business entity is or was a Member, Manager, agent, officer, or management company of the Company; against liability incurred in the proceeding, if each of the following apply:

- a. The acts or omissions were in good faith;
- b. There existed a reasonable belief by the indemnified party that the conduct was in the best interests of the Company; and
- c. In the case of any criminal proceeding, the individual or business entity had no reasonable cause to believe the conduct was unlawful.

#### **13.2 Limitations.**

The Company shall not indemnify a Member, Manager, agent, officer or management company under this Article in either of the following circumstances:

- a. In connection with a proceeding by or in the right of the Company in which the individual or business entity was adjudged liable to the Company.
- b. In connection with any other proceeding charging improper personal benefit to the individual or business entity, in which the individual or business entity was adjudged liable on the basis that personal benefit was improperly received by them.

### **ARTICLE 14. MISCELLANEOUS PROVISIONS**

#### **14.1 Application Of Illinois Law.**

This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Illinois.

#### **14.2 Waiver Of Action For Partition.**

Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

### **14.3 Amendments.**

The Articles of Organization and/or this Operating Agreement shall be subject to amendment or alteration in whole or in part by a vote of the Manager and a majority in interest by Capital Accounts of all Members, and new Articles of Organization or an Operating Agreement may be adopted by a vote of the Manager and a majority in interest by Capital Accounts of all Members; provided, however, that notice of intention to make or amend such documents in whole or in part, or to adopt new Articles of Organization or a new Operating Agreement, shall have been given in the notice of such meeting, unless the Manager and all Members unanimously vote in favor of any such amendment or alteration or shall unanimously consent thereto.

### **14.4 Certificates.**

If the Manager determines to issue certificates, every Member shall be entitled to a certificate or certificates in such form as the Manager shall prescribe. No certificate shall be issued for any interest in the Company until payment is received for such interest. The Manager shall issue new certificates in percentages or fractions thereof as may be appropriately requested by any Member, including to effect the transactions contemplated by Article 8. The Manager may make such rules and regulations, not inconsistent with the Articles of Organization and this Operating Agreement, concerning the issue, transfer and registration of certificates.

### **14.5 Execution Of Additional Instruments.**

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

### **14.6 Construction.**

Whenever the singular number is used in this agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders and vice versa.

### **14.7 Headings.**

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of the Operating Agreement or any provision hereof.

### **14.8 Waivers.**

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

#### **14.9 Rights And Remedies Cumulative.**

The rights and remedies provided by this Operating Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

#### **14.10 Severability.**

If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid or illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

#### **14.11 Heirs, Successors And Assigns.**

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

#### **14.12 Creditors.**

None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

#### **14.13 Counterparts.**

This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

#### **14.14 Manager Has No Exclusive Duty To Company.**

The Manager shall not be required to manage the Company as its sole and exclusive function, and the Manager and the owners of Manager may have other business interests and may engage in other activities in addition to those relating to the Company, some of which may be determined to be in direct competition to the business interests of the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. In addition, the Manager and others affiliated with the Manager may have conflicts of interest. For example, the Manager may execute a Management Agreement, License Agreement or other agreements, leases or instruments or may be otherwise involved in transactions, both in its capacity as Manager of the Company and in its own capacity, or with others affiliated with it, which such actions shall not be deemed to derive an improper personal benefit to Manager solely by reason of such conflict of interest.

#### **14.15 Annual Reports.**

The Manager shall cause annual financial statements to be sent to the Members not later than 120 days after the close of each taxable year, which financial statements shall include a balance sheet, statement of income, cash flow statement and statement of Member's Equity to the Members for such year.

#### **14.16 Non-Recourse Loans.**

Any creditor who makes a non-recourse loan to the Company shall not acquire as a result of making the loan any direct or indirect interest in the profits, capital, or property of the Company other than as a creditor.

#### **14.17 Loans From Members.**

In the event that the Company's funds are not sufficient to meet its costs, expenses, obligations, liabilities, and charges, any Member or Manager may, as permitted by the Manager, advance funds to the Company. Such loans may not constitute a contribution to the capital of the Company or be credited to the capital account of the lending Member or entitle such lending Member to any increase in a share of Company allocations. Loans in accordance with this paragraph shall be a debt due from the Company to such lender and shall be, together with accrued interest, thereon, reimbursed to the Member, Members or Manager making such loans in accordance with the terms of any such loans and, to the extent applicable, prior to any other distribution to the Members, whether such distribution be in connection with the dissolution of the Company or otherwise. Such loans shall bear a reasonable rate of interest.

#### **14.18 No Unanimous Vote of Members Required.**

The Company may merge with another entity or sell, exchange, lease, mortgage, pledge, or otherwise transfer all or substantially all of its assets by the vote of its Manager and approval by a majority in interest of the aggregate membership.

#### **14.19 No Right Of Members To Receive Property Other Than Cash In Return For Contributions.**

No Member shall have any right to demand or receive property other than cash in return for his or her contribution to the capital of the Company; provided, however, a distribution upon dissolution and termination of the Company may, as provided in this Operating Agreement or as required by law, be in a form other than cash.

#### **14.20 Entire Agreement.**

This Operating Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof, and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof.

**[THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the  
\_\_\_ day of \_\_\_\_\_, 2006.

**MEMBERS**

**CLASS A MEMBERS**

Unit No. 1  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 2  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 3  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 4  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 5  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 6  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 7  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 8  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 9  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 10  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 11  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 12  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 13  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 15  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 17  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 19  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 21  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 23  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 25  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 14  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 16  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 18  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 20  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 22  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 24  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 26  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 27  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 29  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 31  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 33  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 35  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 37  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 39  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 28  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 30  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 32  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 34  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 36  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 38  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

Unit No. 40  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
SS or FEIN#: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_

**CLASS B MEMBER**

**BREW PUB HOLDINGS, LLLP,**  
an Illinois Limited Liability Limited Partnership

By: \_\_\_\_\_  
Matthew C. Potts, General Partner

Pre-Organization Package # \_\_\_\_\_

**MANAGEMENT AGREEMENT**

**FOR**

**GRIDIRON**  

---

**BREW WORKS™**

**AT**

**THE SHOPPES AT COLLEGE HILLS**

**NORMAL, ILLINOIS**

**WITH**

**BREW PUB HOLDINGS, LLLP**

an Illinois Limited Liability Limited Partnership

**MANAGER**

EXHIBIT 3

## MANAGEMENT AGREEMENT

THIS AGREEMENT is made in Normal, Illinois, on and as of the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between **GRIDIRON BREW WORKS, LLC**, an Illinois Limited Liability Company (hereinafter referred to as "Company"), and **BREW PUB HOLDINGS, LLLP**, an Illinois Limited Liability Limited Partnership, (hereinafter referred to as "Manager").

*WHEREAS*, the Company desires to employ the Manager to act as general operating manager of the restaurant and brewery business located at 318 South Towanda Avenue, Normal, Illinois, 61761 (hereinafter referred to as "Brewpub"), for the period commencing on the date hereof and ending on December 31, 2050, or until sooner terminated as hereinafter provided, and the Manager is willing to accept such employment.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions herein set forth, the parties hereto agree as follows:

### 1. Employment of the Manager.

Company hereby employs Manager for the term hereinabove stated, as general operating manager of the Brewpub, with authority, subject to the limitations and conditions herein set forth, to direct, supervise, and manage its operation.

### 2. Manager's Duties.

The Manager shall have the following duties and authorities as general operating manager of the Brewpub:

A. Cash Management System. The Manager is solely responsible for the management of cash. Employees of the Manager or its representatives will tally cash receipts, prepare daily cash reports and make daily bank deposits. The Company may at any time audit the books or reports prepared by the Manager. If an audit produces a difference in sales of more than 5%, the entity responsible for the discrepancy will pay for the audit. If the audit produces a difference of less than 5%, the individual or entity who called for the audit will be responsible for the cost of the audit. Company will not have access to the cash through the cash registers, the safe, the daily cash receipts, the bank accounts or any other means. Manager shall establish a separate bank account(s) for receipts and expenses for the Company's business operations. All checks, except petty cash, must be signed by a representative of the Manager. A petty cash fund in an account not to exceed \$5,000.00 will be disbursed through checks signed by on-premise management or by designated representatives of the Manager. Manager shall be responsible for processing the payment of all salaries, wages, payroll taxes, lease payments and all other expenses of the Company out of the separate bank account set forth herein. If an operating shortfall exists, it shall be immediately paid to Manager by the Company. In no event shall Manager be responsible for any operating shortfall. In the event that insufficient cash exists to pay wages, the Company shall immediately cover the operating shortfall so that all wages are timely paid.

### B. Bookkeeping Services.

1. Accounts Payable. An accounts payable system will be established and operated by the Manager. Office personnel who operate the accounts payable system will be paid for by the Manager. All supplies, including postage, connected with the accounts payable system will be paid for by the Company. Services include preparation of 1099's.

2. Accounts Receivable. An accounts receivable system will be established and operated by the Manager. Office personnel operating the accounts receivable system will be paid for by the Manager. All supplies, including postage, will be paid for by the Company.

3. Monthly Financial Reports. Employees of the Manager will gather information in preparation of balance sheets and profit and loss statements on a monthly basis. The monthly statements will be forwarded to the Company's accounting firm on a monthly basis. Other monthly reports prepared at the expense of the Manager include monthly sales journals, daily cash balance, monthly journal entries, and accounts payable aging. Any charges by the accounting firm will be paid for by the Company.

4. Payroll System. Time cards will be totaled by trained employees of the Brewpub and reviewed by the Manager for final preparation of payroll checks. All supplies, including postage, checks and other expenses, and payroll services fees connected with the payroll system will be paid for by the Company. Payroll services performed by the Manager and/or such payroll service selected by the Manager include preparation of payroll taxes, reconciliation and preparation of 941 quarterly reports and 940 yearly reports, preparation and reconciliation of payroll journal entries bi-weekly and preparation and mailing of W-2's. Manager may train Brewpub employees to prepare bi-weekly payroll.

C. Overall Operations Management/General Duties of Manager. Overall operations will be supervised by Manager. Representatives of the Manager will be available to consult with any officers or owners of the Company at all times, regarding any matter concerning the operation of the business. Manager shall perform the following duties: supervise and direct the general operations of the Brewpub; operate the Brewpub efficiently and with proper economy; secure such permits and licenses as may be required for the Brewpub's business operations; develop policies with respect to the installation of new features to the extent that the financial obligations and resources of the Company permit; develop policies with respect to publicity for the purpose of creating the greatest possible net income for the Brewpub; supervise and manage the operations of all public spaces, including, but without limitation, kitchen and dining rooms; stimulate the general business of Brewpub; employ such on-premise restaurant managers, assistant managers, executive chefs, assistant chefs, brewmasters and other employees, agents and servants of the Brewpub as may be required; keep the Company's building and all furniture, furnishings, and other equipment therein and appurtenant thereto in a good state of repair; arrange for necessary replacements, improvements, and changes in the Brewpub's furniture, furnishings, and other equipment therein; supervise and secure the placing of insurance on the Brewpub, the building and on all furniture, furnishings, and equipment therein against all risks usually covered in the case of similar properties, including, but without limitation, fire, boiler, plate glass, worker's compensation, liability and fidelity insurance, and all other usual insurance (which shall also cover any liability of the Manager and the Company); place and supervise all advertising and promotional materials; perform general purchasing; supervise all accounting including outside professionals; perform all other acts necessary or desirable in the operation of the Brewpub.

D. On-Premise Management and Employees. On-premise management of Company operations will be conducted by on-premise managers selected, hired, trained and supervised by the Manager, and all other employees of the Company's business operation will be hired, trained and disciplined by the Manager and/or by the on-premise management. However, all such on-premise managers and other employees of the brewery and restaurant shall be employees of the Company, not the Manager.

E. Professional Firms. Manager will select professional firms to represent the Company as related to the operation of the brewery and restaurant, subject to the Company's approval. These firms shall include but not be limited to accounting and legal professionals. Representatives of the Manager will

be available to meet with financial institutions, accounting firms or any other professional firms with which the Company deals.

- F. Business Plans. Manager shall submit a business plan annually to the Company on or before December 1 for the following fiscal year. The business plan shall include a budget of projected receipts, expenditures, cash flow, profits, staffing (including salaries and bonuses), and equipment purchases.

3. Expenditures by Manager.

The Manager shall have the duty and authority to make all contracts and disbursements necessary on the Company's behalf to carry out the duties conferred and imposed upon it by this Agreement. The Company shall reimburse to Manager any expenses incurred by Manager for the Company pursuant to this Agreement.

4. Compensation of Manager.

The Manager shall be compensated as follows:

- A. Percentage of Sales. The Company will compensate the Manager for its services to Company, as hereinbefore provided, by payment of percent (5%) of gross sales monthly. Gross sales is defined as all sales of food and beverages and other proprietary items sold on premise or off premise by the Brewpub, at retail or wholesale, less sales tax. Gross sales shall be determined by the monthly profit and loss statement as prepared by the Manager and reviewed by the Brewpub's accounting firm. It is further defined as gross sales after state and local taxes and after any over-rings or refunds. This percentage payment shall be made on or before the fifteenth (15<sup>th</sup>) day of the following month.

5. Operating Profits.

The operating profits of the Brewpub shall be paid to the Company, **GRIDIRON BREW WORKS, LLC**, as provided in that entity's Operating Agreement.

6. Right of First Refusal if Brewpub is Being Sold.

In the event of a bona fide offer to purchase the Brewpub, which the Company desires to accept, then such offer will be extended to the Manager on the same terms and conditions, and the Manager shall have thirty (30) days within which to either accept or reject such offer of purchase. In the event that the Manager does not accept the offer to purchase, then the Company shall be free to complete the sale, subject to the terms of this Agreement, to the person originally making said offer. In the event, for any reason, the sale is not completed pursuant to said offer, then this right of first refusal shall again be reinstated.

7. Indemnification.

The Company shall indemnify and hold harmless the Manager from damages for injuries to persons or property resulting from any cause whatsoever in, on, or about the Brewpub premises and, at its own cost and expense, to defend any action or proceeding against the Manager arising therefrom. Notwithstanding the foregoing, the Company shall not be required to indemnify the Manager against damages suffered as a result of gross negligence or willful misconduct on the part of the Manager, its agents, or employees. This indemnification shall include, but not be limited to, all costs in defending against the suit, attorneys' fees and any eventual settlement or judgment amount, plus interest.

8. Company's Termination Rights.

A. If, in the opinion of the Company reasonably held at any time during the term of this Agreement, it shall not deem the management of the Brewpub by the Manager to be efficient and to be in accordance with this Agreement, the Company may, by giving at least six (6) months' prior written notice to the Manager, terminate this Agreement. Upon the expiration of the period of the notice, this Agreement shall automatically terminate, without any liability to or upon the parties other than the Company's liability to pay for services rendered or expenses incurred by Manager pursuant to this Agreement.

B. If at any time after six (6) months of operation, there is an operating shortfall or payments are not current, Manager shall present to Company a plan for correcting the deficiency.

C. Notwithstanding paragraph 8(A) above, if at any time after two (2) years of operation, an operating shortfall exists or loan or lease payments on the building or equipment are not current, Company shall have the right to give 90-days written notice to Manager, and if the operating shortfall and loan or lease deficiencies have not ceased to exist or Manager has not submitted a reasonably satisfactory plan for curing the same, then Company has the right to terminate this Agreement at the end of the 90-day period.

9. Arbitration.

If the Manager shall disagree with an opinion of the Company that the management services are not efficient and not in accordance with this Agreement, the Manager may, within thirty (30) days of receipt of the termination notice, serve upon the Company a written notice demanding that the dispute be submitted to arbitration, pursuant to the Arbitration Law of the State of Illinois. If such notice should be so served within the 30-day period, then this Agreement shall not terminate at the expiration of the six (6) month period, and the Manager shall continue with the performance of its duties under this Agreement. The dispute shall thereupon be promptly submitted to arbitration under the Rules of the American Arbitration Association. Such arbitration shall proceed without delay and as rapidly as possible. In the event that such arbitration results in an award, decision, or other determination in favor of the Manager, then the notice of termination theretofore served shall be of no effect, and the parties hereto shall for all purposes whatsoever, anything herein contained to the contrary notwithstanding, be in the same position and have the same rights, powers, and duties under this Agreement as if such notice had not been served. In the event that such arbitration should result in an award, decision, or other determination in favor of the Company, then this Agreement shall automatically terminate at the expiration of 45 days from the making of such award, or six (6) months from the date of the first notice, whichever later occurs, without any liability to or upon the Company other than its liability to pay for services rendered or expenses incurred by Manager pursuant to this Agreement.

10. Manager's Termination Rights.

The Manager may, by giving at least six (6) months' prior written notice to the Company, terminate this Agreement. Upon the expiration of the period of the notice, this Agreement shall automatically terminate without any liability to or upon the parties other than the Company's liability to pay for services rendered or expenses incurred by Manager pursuant to this Agreement.

11. Trade Name.

The trade name "GRIDIRON BREW WORKS", the trademarks thereof and all beer recipes are the intellectual property of Matthew C. Potts, who is an owner and the general partner of the Manager, and the Company is hereby authorized and licensed to use this trade name, the trademarks and the beer recipes for the ordinary retail business of the Brewpub during the term of this Agreement. Company shall not engage

in wholesale beer production or sales under said trade name except as may be authorized in writing by Manager. At the expiration or termination of this Agreement, the Manager shall have the right to remove all signage, menus and all other items using such trade name and trademarks, and the Company shall cease and desist from using such trade name, trademarks and beer recipes. The provisions of this paragraph may be enforced by obtaining injunctive relief in a court.

12. Competition.

During the term of this Agreement, neither the Company nor the Manager shall operate any other restaurant or brewpub in Bloomington-Normal, Illinois; however, nothing herein shall prohibit the Manager or the owners thereof from owning and operating other restaurants or brewpubs outside of Bloomington-Normal or from owning or operating another brewery in Bloomington-Normal, or elsewhere, for the production of beers for wholesale distribution purposes, under the aforesaid trade name or otherwise. The provisions of this paragraph may be enforced by obtaining injunctive relief in court.

13. Exclusive Application.

Nothing in this Agreement is intended or shall be construed to confer upon or to give to any person, firm, or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement. All terms and conditions in this Agreement shall be for the sole exclusive benefit of the parties hereto.

14. Nonassignability.

This Agreement is not assignable by either party without the other's prior written consent.

15. Entire Agreement/Modifications.

This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. No modifications of this Agreement shall be enforceable unless they are made in writing and signed by both parties.

16. Notices.

All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

17. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

18. Headings.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

19. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

20. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. Binding Effect

The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

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

COMPANY

MANAGER

GRIDIRON BREW WORKS, LLC, an Illinois  
Limited Liability Company

BREW PUB HOLDINGS, LLLP, an Illinois  
Limited Liability Limited Partnership,

By: \_\_\_\_\_  
Its Manager

By: \_\_\_\_\_  
Its General Partner

C:\MCP Documents\Gridiron Brew Works, LLC\Organizational Docs\Management Agreement.wpd

**GENERAL PRE-ORGANIZATION SUBSCRIPTION INFORMATION**  
**GRIDIRON BREW WORKS, LLC**

An Illinois Limited Liability Company To Be Formed To Be The Prospective Owner Of A  
Restaurant & Brewpub At The Shoppes At College Hills, Normal, Illinois

THE FOLLOWING STATEMENTS ARE MERELY BASIC AND GENERAL SUMMARIES OF INFORMATION CONCERNING MEMBERSHIP IN THE COMPANY, AND THEY SHALL NOT BE RELIED UPON OR CONSTRUED AGAINST THE ACTUAL FULL LEGAL DOCUMENTS SUCH AS THE OPERATING AGREEMENT, PRE-ORGANIZATION SUBSCRIPTION AGREEMENT, PRIVATE PLACEMENT MEMORANDUM, MANAGEMENT AGREEMENT, BUSINESS PLAN OR OTHERWISE.

**1. WHO CAN BECOME MEMBERS IN GRIDIRON BREW WORKS, LLC, WHICH IS A COMPANY TO BE FORMED TO OWN A NEW BREWPUB-RESTAURANT AT THE SHOPPES AT COLLEGE HILLS?**

Only a few uniquely gifted individuals will be chosen to have this opportunity. The structure will be an Illinois Limited Liability Company to be formed after the initial Class A members have been determined. There will be approximately forty (40) Class A membership units in the company, but a person may purchase multiple units with the consent of the Class B Managing Member, Brewpub Holdings, LLLP. Investors must be Accredited Investors to qualify for Class A membership, unless this requirement is waived in writing by the Manager in its sole discretion. Please refer to the Operating Agreement, Pre-Organization Subscription Agreement and Private Placement Memorandum for complete details.

**2. WHAT IS THE PURCHASE PRICE FOR ACQUIRING A MEMBERSHIP INTEREST?**

The purchase price for one (1) unit of Class A membership in the Company is \$25,000 for an initial .078125% non-managing membership interest in the Company which will receive a 1% preferred stipulated initial allocation of net income, losses and distributions of the Company as described in the Operating Agreement. Please refer to the Operating Agreement and Pre-Organization Subscription Agreement for details.

**3. WHAT IS THE EXPECTED RETURN?**

As with any startup business, there is no guarantee of profitability or return. The financial feasibility plan is included as a part of the Business Plan, but it is not a guarantee of performance. Distributions will be paid to members based on annual profits as described in the Operating Agreement. Please review all the included materials for additional information.

**4. WHY HAVE I BEEN GIVEN A PRIVATE PLACEMENT MEMORANDUM?**

Many of you may be familiar with the documents called Prospectuses or Private Placement Memorandums associated with the sale of a company's securities. Those documents are required for investors to determine whether or not to purchase the securities of an existing company. In our situation, although a Private Placement Memorandum is provided with the Business Plan, we are all determining whether or not we want to form a company which has an opportunity to create a start-up business. Should we all decide to form a new entity, then we will all be the founding organizers of it. This opportunity is only open to those who want to be owners of a new company which may or may not make a profit. Please review the Private Placement Memorandum for important details, restrictions, risks and conditions.

**5. WILL THE COMPANY BE ABLE TO BUY BACK MY MEMBERSHIP INTEREST?**

Please review the Operating Agreement for various exit provisions, call rights and restrictions on the sale or transfer of membership interests, as well as the Private Placement Memorandum and Pre-Organization Subscription Agreement for additional transfer restrictions.

**6. WILL THIS COMPANY SEEK EXPANSION OPPORTUNITIES?**

No. This Company would only be formed to own this one restaurant and brewpub under the trade name of GridIron Brew Works at The Shoppes at College Hills in Normal, Illinois. The prospective Managing Member, Brewpub Holdings, LLLP, or its owners, may eventually operate other brewpubs and restaurants or breweries under the same, similar or different trade names. A membership interest in this new Company provides no rights to be a part of Brewpub Holdings, LLLP, or its past, current or future businesses, including other brewpubs, breweries or restaurants.

**7. HOW DO I DOCUMENT MY DESIRE TO BECOME A MEMBER OF GRIDIRON BREW WORKS, LLC IF IT IS DETERMINED TO BE FORMED?**

Contained in this package is a Pre-Organization Subscription Agreement for you to carefully review, sign and present to the lead organizer, Brewpub Holdings, LLLP, along with the Twenty-Five Thousand Dollar (\$25,000.00) capital contribution per unit. Arrangements can be made for the capital contribution to follow the Pre-Organization Subscription Agreement by a sufficient time to allow the funds to be compiled and forwarded.

**8. WILL THERE BE ANNUAL MEMBERSHIP GET-TOGETHER MEALS?**

Yes, we will have annual membership get-together meals during which the past year's events and results and future plans will be shared.

**9. WILL THERE BE A SPECIAL MEMBERSHIP PRE-OPENING EVENT FOR WHICH I CAN INVITE A GROUP OF MY FAMILY AND FRIENDS?**

Absolutely. There will be a Members and Guests VIP Event at which the food, drink and fun of GridIron Brew Works will be shared with a group of five guests of each Member's choosing.

**10. WHAT WOULD MY ROLE AS A MEMBER BE?**

First, you will serve as Chief Ambassadors in the word-of-mouth promotion and patronage of the restaurant and brewpub. Your entrepreneurial spirit will be applauded by the community, as your involvement and capital will have facilitated the introduction of a great new dining experience to The Shoppes at College Hills. Each Member will be issued a personalized Member Recognition Card. This card will facilitate executives and staff of the restaurant in identifying the holder as a Member. Members will also be entitled to vote on certain matters as indicated in the Operating Agreement. Each one dollar of Capital Account shall be entitled to one vote. Please refer to the Operating Agreement for further details.

**11. WHEN MIGHT GRIDIRON BREW WORKS OPEN?**

Although subject to the inherent unpredictability of the planning, permitting and construction process, we hope to be open between December 2006 and the Spring of 2007.

---

**PRE-ORGANIZATION SUBSCRIPTION AGREEMENT  
FOR  
GRIDIRON BREW WORKS, LLC**

---

THE UNDERSIGNED INVESTOR UNDERSTANDS AND IS FULLY AWARE THAT THE SECURITIES UNDER THIS OFFERING HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933 (THE "ACT") IN RELIANCE ON THE EXEMPTIONS SPECIFIED IN THE ACT AND/OR REGULATION D PROMULGATED UNDER THE ACT, WHICH RELIANCE IS BASED IN PART UPON THE REPRESENTATIONS SET FORTH HEREIN AND ON SUCH OTHER INFORMATION AS MAY HAVE BEEN REQUESTED OF THE UNDERSIGNED BY, AND FURNISHED TO, THE MANAGER OF THE PROPOSED COMPANY IN ORDER TO DETERMINE THE AVAILABILITY OF SUCH EXEMPTIONS. THE UNDERSIGNED INVESTOR UNDERSTANDS THAT THE SALE OF SECURITIES HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, OR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS TRANSACTION.

ALL INVESTORS MUST PROVIDE THE MANAGER WITH AN ACCREDITED INVESTOR STATEMENT AS SET FORTH IN THIS AGREEMENT, PRIOR TO THE MANAGER ACCEPTING THE UNDERSIGNED'S SUBSCRIPTION. ALL INVESTORS MUST BE ACCREDITED INVESTORS AS DEFINED IN THE ACT AND IN THIS AGREEMENT UNLESS THIS REQUIREMENT IS WAIVED, IN THE MANAGER'S SOLE DISCRETION, BY THE MANAGER'S ACCEPTANCE OF THE UNDERSIGNED'S SUBSCRIPTION DESPITE THE LACK OF ACCREDITED INVESTOR STATUS AS MAY BE INDICATED BELOW BY THE INVESTOR. IN THE EVENT THE SUBSCRIPTION IS NOT ACCEPTED, THE AMOUNT SUBSCRIBED SHALL BE RETURNED TO THE INVESTOR AND THIS SUBSCRIPTION SHALL BE NULL AND VOID.

THIS PRE-ORGANIZATION SUBSCRIPTION AGREEMENT (the "Agreement"), is hereby entered into by and between the undersigned "Investor" and BREWPUB HOLDINGS, LLLP, an Illinois Limited Liability Limited Partnership, presently of 1298 North Pointe Drive, Normal, Illinois 61761 (the "Manager"), for the Investor's purchase of a Class A membership interest, as specified below, in GRIDIRON BREW WORKS, LLC (the "Company"), which is intended to be formed as an Illinois Limited Liability Company once all Class A Membership Units in the Company have been sold.

1. PURCHASE PRICE. Upon Investor's execution of this Agreement as well as the Operating Agreement for the Company, Investor shall deliver the signed Agreements to the Manager together with a check or bank draft payable to the lead organizer and intended Manager of the Company, "BREWPUB HOLDINGS, LLLP", in the amount of the total Purchase Price of \_\_\_\_\_ Dollars (\$\_\_\_\_,000.00) for Investor's purchase of \_\_\_\_\_ ( ) Class A Member Unit(s) of GRIDIRON BREW WORKS, LLC at the price of Twenty-Five Thousand Dollars (\$25,000.00) per Unit. Upon the Manager's acceptance, approval and execution of this Agreement, the Manager shall be entitled to negotiate the check or bank draft attached hereto, and the Purchase Price shall remain with the Manager until One Million Dollars (\$1,000,000.00), or at least eighty-five (85%) thereof, is received from the Class A Members and the Articles of Organization for GRIDIRON BREW WORKS, LLC have been filed, along with the proper filing fee, with the Illinois Secretary of State, at which time the funds shall be released to and for the benefit of the Company. The Manager shall return the Purchase Price to Investor in the event that the Company has not been formed within six (6) months from the date of Investor's execution hereof, or upon such later date as the parties hereto shall agree in writing.

EXHIBIT 5

2. INVESTOR'S ACKNOWLEDGMENT OF INITIAL CAPITALIZATION. Investor acknowledges, represents and warrants that Investor has been fully informed of and understands the Company's initial capitalization, which pursuant to the Operating Agreement for GridIron Brew Works, LLC, shall be as follows: the Class A Members of the Company will make cash contributions toward an initial aggregate capital account of \$1,000,000.00, consisting of forty (40) Class A Member units of \$25,000.00 per unit, representing an initial aggregate ownership of approximately 31.25% of the Company. The Managing Class B Member, Brewpub Holdings, LLLP, will initially own approximately 68.75% of the Company, and it will have an initial capital account of \$2,200,000.00 for its guaranty of the initial estimated debt of the Company in the amount of \$1,844,500.00, for contributing its equity in the real estate in the amount of \$310,000.00 and for its contribution of the brand and other intangibles in the amount of \$45,500.00. However, in order to give the Class A Members a preferred return allocation on their investment, \$280,000.00 of the Class B Member's initial capital account will not be taken into account pursuant to a "Stipulated Allocation" as set forth in the Operating Agreement, which will initially result in the Class A Members receiving 40% of the net income, net losses and distributions of the Company and the Class B Member receiving 60% of the net income, net losses and distributions of the Company.

Investor acknowledges, represents and warrants that Investor has been fully informed of and understands that the membership unit(s) purchased hereunder will not provide Investor or Investors as a group with control of the Company, that control will remain in the hands of the promoter, BREWPUB HOLDINGS, LLLP, and that Investors purchasing units at the above-referenced price per unit may suffer an immediate dilution in the book value of their units.

Investor acknowledges, represents and warrants that Investor has been fully informed of and understands that the unit(s) sold hereunder are part of an offering under which the Manager will attempt to raise up to one million dollars in initial financing for the Company from Class A Member Investors, not including the capital to be contributed by the Class B Member as set forth above, and that while this offering includes the sale of Class A membership units in the Company under the terms of this Agreement, the Company may also engage in the sale of other equity instruments, debt instruments, or debt-equity instruments with differing terms.

3. MEMBERSHIP LEDGER. The Company shall cause to be kept at its office a Membership Ledger to record the issuance and transfer of the Class A Membership Units. The name and address of each Member and each membership unit transfer, along with the name and address of each transferee of membership units, shall be kept in the ledger of the Company.

4. NOTICES. All communications under this Agreement shall be in writing, shall be hand delivered, deposited in the United States mail (registered or certified mail), postage prepaid, or sent by overnight courier (with charges prepaid), or by facsimile, delivery confirmed with a copy by first class mail or overnight courier (with charges prepaid) and shall be addressed to the parties at their addresses as disclosed in this Agreement or at such other place as the parties may designate from time to time in writing.

5. MANAGER'S APPROVAL. The obligations of the Company to consummate the transactions contemplated by this Agreement are subject to the Manager reviewing the acknowledgments, information, representations, warranties and qualifications supplied by the Investor and approving of the same, which approval has not yet been obtained and is in the sole discretion of the Manager.

6. INVESTOR'S ADDITIONAL REPRESENTATIONS AND WARRANTIES. By executing this Agreement, Investor hereby acknowledges, represents, warrants and fully understands the following:

- (1) that he or she is a bona fide resident of Illinois and that Investor is purchasing these securities for his or her own account and not with any view to their public distribution or resale to nonresidents of Illinois;

- (2) that he or she is a sophisticated investor and therefore has enough knowledge and experience in finance and business matters to evaluate the risks and merits of this investment and is able to bear this investment's economic risks;
- (3) that the purchased securities will be subject to transfer restrictions including but not limited to the restriction against a transfer to nonresidents of Illinois for a period of nine months after the last sale by the Company of any part of the securities offered hereby and that any transfer in violation of such restriction will be void and may violate said Securities Act of 1933;
- (4) that neither general solicitation nor advertising were used to market the securities;
- (5) that Investor has received and had an opportunity to review and understands all documents pertaining to this investment, including but not limited to the Business Plan and its attachments and the Operating Agreement for the Company, and that Investor has had an opportunity to ask questions of and receive answers from the promoter(s) of the Company concerning the terms and conditions of the investment;
- (6) that Investor does in fact appreciate the speculative nature of this investment and therefore understands that this investment has substantial risks;
- (7) that the securities have not been registered under either the Securities Act of 1933 or pursuant to the provisions of any state securities act and that the Company is under no obligation to register the securities under the Securities Act of 1933;
- (8) that to prevent the illegal sale of the securities, the Company will not recognize the transfer of the securities on its records unless sold pursuant to an effective registration statement or pursuant to an exemption under the Securities Act of 1933 and pursuant to the Operating Agreement of the Company;
- (9) that Investor has received, fully read and understands the Company's Private Placement Memorandum, including but not limited to the Risk Factors set forth therein, which said Private Placement Memorandum is hereby incorporated herein by this reference in its entirety as though fully set forth in this Agreement;
- (10) that Investor has not relied upon the Company or the Manager for investment, tax or legal advice and that Investor has relied only on his or her own advisor(s) for investment, tax and legal advice; and
- (11) that this subscription is void if any of Investor's representations in this Agreement are untrue.

7. ACCREDITED INVESTOR STATEMENT. Investor understands that the information provided in this Accredited Investor Statement ("Statement") is being furnished by Investor in order for the Manager to verify the Investor's qualification to acquire membership in the Company. Investor understands that such information is needed by the Manager so that it can determine the validity and applicability of certain exemptions from the registration requirements of the Securities Act of 1933, as amended (the "Act"), in respect to the sale of Class A membership interests in the Company. Investor understands that a false representation may constitute a violation of law, and that any person who suffers damage as a result of a false representation may have a claim against Investor for damages. Investor hereby represents, warrants and covenants to the Company, its Manager and its other members as follows (prospective investors must initial at least one of the paragraphs in either Paragraphs a., b. or c. below):

a. Individuals must initial one or more of the following statements which apply:

- (1) \_\_\_\_\_ I certify that I am an accredited investor because I had individual income (exclusive of any income attributable to my spouse) in excess of \$200,000 in each of the two most recent years or joint income with my spouse in excess of \$300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year.
- (2) \_\_\_\_\_ I certify that I am an accredited investor because I have an individual net worth, or joint net worth with my spouse, that exceeds \$1,000,000, excluding the value of a principal residence.

b. Organizations or other entities must initial one or more of the following statements which apply:

I certify that I am an accredited investor as:

- (1) \_\_\_\_\_ A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of investing in the Company (and the grantor did not and will not contribute additional capital for purposes of purchasing the membership interest), and the decision to invest in the Company was made by a sophisticated person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment. Please state the name and address of such sophisticated person: \_\_\_\_\_
- (2) \_\_\_\_\_ A trust in respect of which a bank or trust company is the trustee or co-trustee. Please state the name and address of the bank or trust company: \_\_\_\_\_
- (3) \_\_\_\_\_ A bank, an insurance company as defined in Section 2(13) of the Act, an investment company or broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, or a small business investment company. Please specify which one of these is applicable: \_\_\_\_\_
- (4) \_\_\_\_\_ An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), (i) where the investment decision with respect to this investment is being made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or (ii) which has total assets in excess of \$5,000,000, or (iii) for which, if a self-directed plan, investment decisions are made solely by persons who are accredited investors as defined in the Act.
- (5) \_\_\_\_\_ A tax-exempt charitable organization pursuant to Section 501(c)(3) of the Internal Revenue Code with assets exceeding \$5,000,000.
- (6) \_\_\_\_\_ A corporation, limited liability company, partnership, or a Massachusetts or similar business trust, not formed for the specific purpose of acquiring an interest in the Company, with total assets in excess of \$5,000,000.
- (7) \_\_\_\_\_ A plan established and maintained by a state, its political subdivisions, or any

agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of \$5,000,000.

(8) \_\_\_\_\_ A corporation or other business entity or organization in which all of its equity owners are accredited investors as defined in the Act because such equity owners have \$200,000 individual income (or \$300,000 joint income) or \$1,000,000 net worth as specified in the section above for individuals. Please attach a list of the names of all equity owners and the manner in which they qualify. **IMPORTANT:** A completed, dated and signed copy of this Statement must be provided by each equity owner as if such equity owner was an individual investor.

(9) \_\_\_\_\_ Other. Please describe the nature of such other type of entity or organization which you believe is qualified as an accredited investor and cite such legal authority or basis for being an accredited investor under the Act or the regulations promulgated under the Act which is not otherwise provided for above:

-----

-----

-----

c. \_\_\_\_\_ ***Non-Accredited Investor:** If none of the above subparagraphs of paragraphs a. or b. of this Paragraph 7 apply to you, then initial here to certify that you are an individual or other entity which does not qualify as an accredited investor as defined above or in the Act. If you so certify that you are not an accredited investor, the Manager may determine in its sole discretion that you are not qualified to be a member of the Company since certain exemptions specified in the Act and in the regulations promulgated under the Act limit the number of non-accredited investors that can invest in an offering of securities, in which event the Manager will return the Purchase Price to the Investor. However, in the event that the number of non-accredited investors has not yet exceeded the said applicable limits, if any, in the Act or said regulations, the Manager, in its sole discretion, may instead waive this requirement and execute this Agreement, in which case the Manager may first request such additional information and documentation from you as may be necessary to confirm that you are, in any event and at a minimum, a sophisticated investor who has such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of this investment.*

d. If Investor is a corporation, partnership, trust, limited liability company or other entity, the undersigned is organized under the laws of the State of Illinois, authorized and otherwise duly qualified and empowered to execute this Agreement, and has a principal place of business at the address set forth on the signature page hereof.

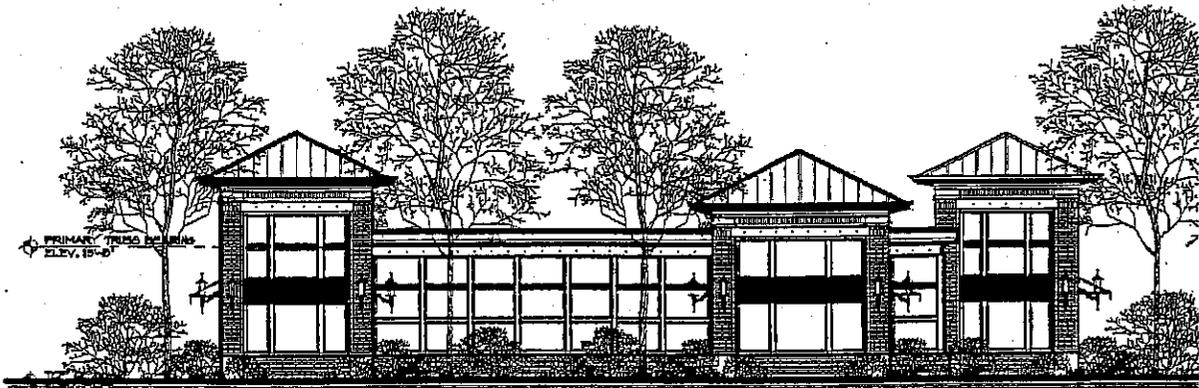
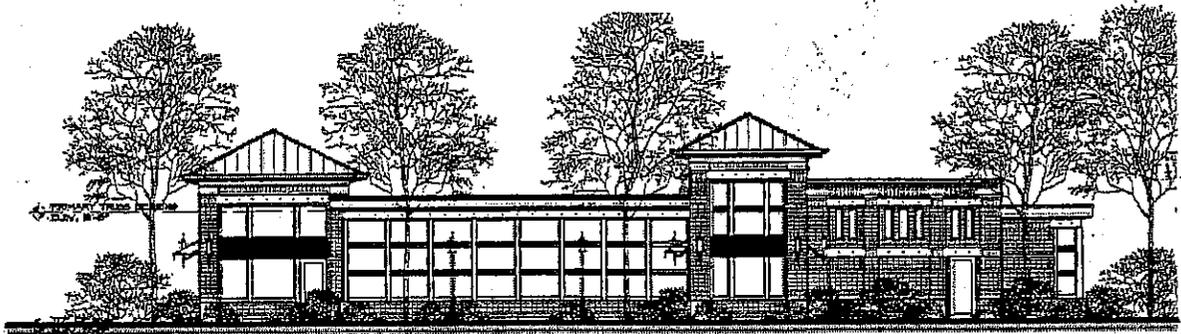
e. If Investor is an individual, the undersigned is a citizen of the United States of America, at least 21 years of age, a bona-fide resident of the State of Illinois, and has the legal capacity to execute and deliver this Agreement.

f. All information and representations which Investor has provided to the Manager, including all information contained in this Agreement, is true and complete as of the date of this Agreement and may be relied upon by the Manager, the Company and their officers, partners, members, employees and/or agents as the case may be, and if there should be any change in such information prior to this Agreement being accepted, Investors shall immediately provide the Manager with accurate and complete information concerning any such change.



ARCHITECTURAL RENDERING  
GRIDIRON BREW WORKS, LLC

Facing West, toward Towanda Avenue



Facing North, toward Von Maur Drive and the Shoppes at College Hills

EXHIBIT 6

# SITE PLAN

## GRIDIRON BREW WORKS, LLC

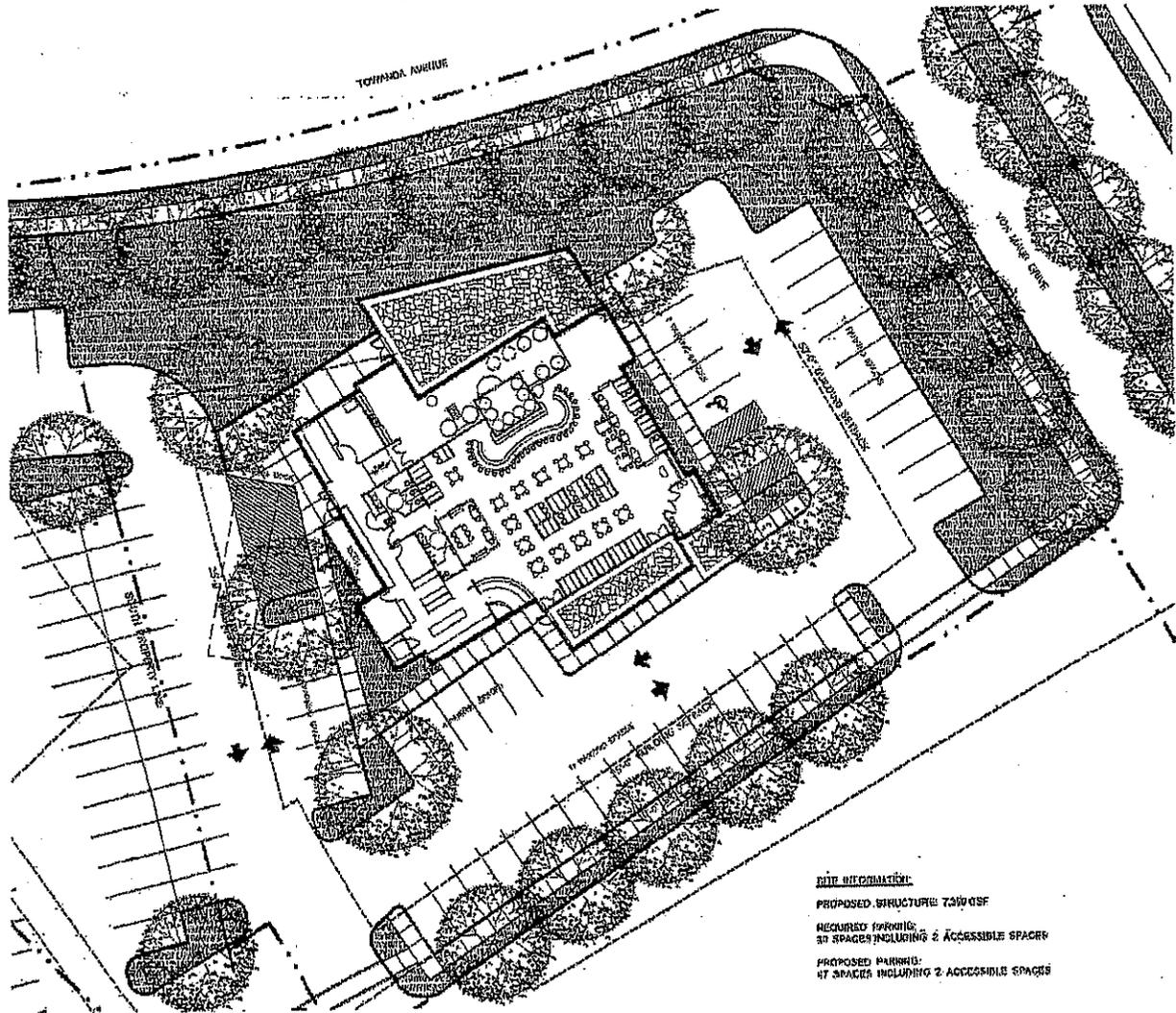


EXHIBIT 7





Building Envelope Construction, Inc. 2007 2017

Matthew Patis  
Hawwood Brewery  
118 East Main Street  
Hawwood, Illinois 61529

**Gridiron Brew Works**  
**7,350 SQ FT**  
**PRELIMINARY BUDGET**  
**Budget Items**  
**December 8, 2008**

General Conditions	\$22,000
Demolition	\$3,000
Site Work	\$65,000
Storm Sewer	\$18,000
Base & Bluffing	\$62,000
Water & Sewer	\$28,000
Concrete	\$102,000
Site Concrete	\$32,000
Masonry	\$160,000
Clash & Chasing	\$92,000
Roofing & Sheetrock	\$14,000
Insulation	\$16,000
Structural Steel	\$55,000
Steel Erection	\$30,000
Rough Carpentry	\$12,000
Finish Carpentry	\$72,000
Millwork	\$15,000
Metal Doors & Hardware	\$2,500
Bath Accessories	\$85,000
Steel Rafters, Plaster & Drywall, Acoustical Ceiling	\$45,000
Paint	\$45,000
Floor Covering & Special Flooring	\$18,000
Sprinkler	\$20,000
Furniture	\$110,000
H.V.A.C.	\$85,000
Electrical	\$135,000

Landscaping	\$35,000
Ornamental Fencing Walls	\$12,500
Public Use Signage Walls	\$15,000
Architectural Assessments	\$11,000
Architectural / Engineering	\$50,000
Contingency	\$40,000
Permits / Insurance	\$22,500
Sub-Total	\$1,614,200
Overhead & Profit	\$95,354
<b>TOTAL</b>	<b>\$1,709,554.00</b>

Total Building Sq. Ft. = 5236,67sq ft

**ITEMS NOT INCLUDED**

- Brewery Equipment / Freezers / Coolers
- Brewery Equipment
- Bar
- Awnings
- Furniture
- Signage
- Grills / Pizza Oven
- Stage Equipment (simple sound system included)
- Security / Phone System

This is a preliminary budget that could vary either way 10%  
It is feasible to reduce cost with subtle changes (keeping the basic look and size)  
approximately \$200,000 to \$250,000.

DO NOT STAPLE

Form LP 201  
January 2005

Filing Fee: \$130  
Submit in duplicate. Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check, or money order payable to Secretary of State.  
Fees do not tend cash.

Department of Business Services  
Limited Partnership Division  
337 Hickman Building  
Springfield, IL 62756  
217-785-3940  
www.sos.state.il.us

Correspondence regarding this filing will be sent to the registered agent of the limited partnership unless a self-addressed, stamped envelope is included.

5022551

**Illinois Secretary of State  
Department of Business Services  
Certificate of Limited Partnership  
(Illinois Limited Partnership or LLP)**

Please type or print clearly.

- Limited Partnership Name: BREW PUB HOLDINGS, L.L.P.  
(must exhibit "limited Partnership" LP or LLP)
- Address of office at which records required by Section 111 will be kept:  
11812 West Kevin Court  
Brimfield, Illinois 61517  
Street Address (P.O. Box alone is unacceptable)  
City, State, ZIP County
- Federal Employer Identification Number (E.F.I.N.): 20-3359715
- Certificate of Limited Partnership is effective on (check one):  
 filing date  
 a later date, but not more than 60 days subsequent to filing date
- Registered Agent: Matthew C. Potts  
Name  
Registered Officer: 11812 West Kevin Court  
Brimfield, Illinois 61517  
Street Address (P.O. Box alone is unacceptable)  
City, State, ZIP County
- Limited Partnership's Purpose(s): The transaction of any or all kinds of business for which limited liability limited partnership may be organized under this Act, including but not limited to the purchasing, leasing and selling of real estate.

7. IRS Business Code Number: 531390

8. This entity is a Limited liability Partnership:

- Yes  
 No

Printed by authority of the State of Illinois, June 2005 - 1 - C13.3.10

EXHIBIT 10

Form LP 201

9. Total aggregate dollar amount of cash, property and services contributed by all partners (optional):  
\$ \_\_\_\_\_

10. If signed upon, brief statement of partners' membership termination and distribution rights (optional):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Names and Business Addresses of all General Partners**

The undersigned affirms, under penalties of perjury, that the facts stated herein are true. All general partners are required to sign this Certificate of Limited Partnership.

1. Matthew C. Potts Signature  
Name and Title (Type or Print) \_\_\_\_\_  
General Partner Name if corporation or other entity \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, ZIP County \_\_\_\_\_

2. \_\_\_\_\_ Signature  
Name and Title (Type or Print) \_\_\_\_\_  
General Partner Name if corporation or other entity \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, ZIP County \_\_\_\_\_

3. \_\_\_\_\_ Signature  
Name and Title (Type or Print) \_\_\_\_\_  
General Partner Name if corporation or other entity \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, ZIP County \_\_\_\_\_

4. \_\_\_\_\_ Signature  
Name and Title (Type or Print) \_\_\_\_\_  
General Partner Name if corporation or other entity \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, ZIP County \_\_\_\_\_

Signatures must be in black ink on an original document.  
Carbon copy, photocopy or rubber stamp signatures  
may only be used on confirmed copies.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is entered into as of this 16<sup>th</sup> day of September, 2005 by BREWPUB HOLDINGS, L.L.P., an Illinois Limited Liability Partnership, or its Assignee as provided hereinafter (collectively described as "Purchaser"), and Shoppes at College Hills, L.L.C., an Illinois Limited Liability Company ("Seller").

WITNESSETH:

WHEREAS, Purchaser desires to purchase and Seller desires to sell certain real property and appurtenances thereto belonging described in Section 1 below and in connection therewith Seller and Purchaser desire to enter into this Agreement to set forth the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale Agreement. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, that certain real property located at the Shoppes at College Hills, Normal, Illinois, legally described on Exhibit A attached hereto and incorporated herein and depicted as Ped D on the Site Plan attached hereto as Exhibit B, that being a parcel of approximately 1.189 acres, together with all privileges, rights, easements, hereditaments and appurtenances thereunto belonging (the "Property"). Seller shall convey merchantable title to the Property to Purchaser by special warranty deed, free and clear of all liens and encumbrances, and not subject to any assessments, covenants, restrictions, dedications or rights of way, or other matters affecting title to the Property or use of the Property, except for (i) title objections and exceptions approved or waived by Purchaser in accordance with the provisions of Section 3 hereof; (ii) The Operation, Cost Sharing and Sales Tax Reporting Agreement attached hereto as Exhibit C; and (iii) other matters approved in writing by Purchaser (the "Permitted Objections").

2. Purchase Price. The purchase price of the Property ("Purchase Price") shall be Eleven Dollars (\$11.00) per square foot to be determined by the survey referenced in Section 4.1 of this Agreement. Assuming 1.189 acres, the purchase price shall be Five Hundred Sixty-Nine Thousand Seven Hundred Twenty-one Dollars (\$569,721.00), to be paid by Purchaser to Seller in the following manner:

- 2.1. Five Thousand Dollars (\$5,000.00) in cash upon the execution of this Agreement as earnest money ("Earnest Money") to be held by Seller in accordance with the provisions hereof; and
2.2. The balance of the Purchase Price (in excess of the Earnest Money) at Closing, plus or minus credits and deductions provided for herein, in cash or by certified, cashier's or escrowed check or bank wire transfer of collected federal funds.

3. Title Commitment and Policy. Within ten (10) days after Seller has been notified by Purchaser that all of Purchaser's conditions in Section 4 have been satisfied or waived, Seller shall, at Seller's sole cost and expense, provide Purchaser with a title commitment ("Title Commitment") for an ALTA Form B Owner's Title Insurance Policy ("Title Policy"), issued by Allstate Title Guaranty Fund or other title insurance company doing business in McLean County ("Title Insurer"), covering the Property in the amount of the Purchase Price showing merchantable record title to the Property to be in Seller. At Closing, Seller shall cause the Title Insurer to issue the Title Policy to Purchaser (in accordance with the Title Commitment provided for in this Section 3.1), subject only to the General Exceptions and to the Permitted Objections.

Notwithstanding the above, Permitted Objections shall include the following: (i) general real estate taxes not yet due and owing; and (ii) covenants, easements and restrictions of record and applicable governmental zoning and building code rules and regulations, provided that none of the

Purchaser shall have the right to extend the condition precedent period set forth above for an additional thirty (30) days, by providing Seller with written notice and an additional Five Thousand Dollars (\$5,000.00) Earnest Money on or before the expiration of the aforesaid seventy-five days.

Purchaser shall have the right to enter upon the Property at reasonable times during the term of this Agreement for the purpose of making such studies, inspections, environmental assessments, soil tests, etc. as Purchaser deems reasonably necessary for satisfaction of the conditions set forth in this Section 4; provided, however, that Purchaser shall indemnify and hold harmless Seller from and against all loss, costs, injury, damage or expense, including reasonable attorneys' fees, caused by such entry or tests and shall return the Property as nearly as possible to its original condition after any such studies, assessments, inspections and tests.

5. Closing. The purchase of the Property shall be consummated as follows:

- 5.1. Closing Date. The closing (the "Closing") shall be held on a date as mutually agreed upon by and between the parties, but in no event later than 5:00 p.m. on that date which is fifteen (15) days after the date upon which Purchaser notifies Seller in writing that the conditions set forth in paragraph 4 hereinabove have been fully satisfied or otherwise waived (the "Closing Date"). The Closing shall be held at the offices of the title insurance company.
5.2. Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:
5.2.1. Deed. An executed Special Warranty Deed to the Property prepared by Seller and in the form reasonably acceptable to Purchaser.
5.2.2. Title Policy. The Title Policy provided for in Section 3 hereof.
5.2.3. ALTA Statement. An executed ALTA Statement in the form required by the Title Insurer.
5.2.4. Non-Foreign Affidavit. An executed Non-Foreign Affidavit as required by Section 1445 of the Internal Revenue Code.
5.2.5. Affidavit of Title. An Affidavit of Title substantially in the form attached as Exhibit D.
5.2.6. Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.
5.3. Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:
5.3.1. Purchase Price. The Purchase Price as set forth in Section 2 hereof, plus or minus prorations provided for herein.
5.3.2. ALTA Statement. An ALTA Statement in the form required by the Title Insurer.
5.3.3. The Operation, Cost Sharing and Sales Tax Reporting Agreement. The Operation, Cost Sharing and Sales Tax Reporting Agreement substantially in the form attached hereto as Exhibit C.
5.3.4. Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.
5.4. Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other the following:
5.4.1. Closing Statement. An agreed upon closing statement.
5.4.2. Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.
5.4.3. The Operation, Cost Sharing and Sales Tax Reporting Agreement. The Operation, Cost Sharing and Sales Tax Reporting Agreement substantially in the form of that attached hereto as Exhibit C.

foregoing are violated or would materially interfere with Purchaser's intended use of the Property for a brewpub and restaurant.

3.1. Objections to Title of Record. Within (fifteen (15) days after Purchaser's receipt of the aforesaid Title Commitment and survey set forth in Section 4.1 below, Purchaser shall furnish to Seller written notification of any objections to or defects in title of record set forth in the Title Commitment. If Purchaser fails to give said notice within said fifteen (15) day period, Purchaser shall be deemed to have accepted all matters then affecting title to the Real Property set forth in the Title Commitment. If Purchaser does give said notice, Purchaser shall be deemed to have accepted all matters set forth in the Title Commitment, not set forth in the notice. After receipt of said notice, Seller shall have the right, at its election, to endeavor to cure such objections to or defects in title set forth therein and shall notify Purchaser of such election within five (5) days. If Seller does elect to endeavor to cure such objections to or defects in title, it shall promptly commence and diligently pursue efforts to cure such objections.

3.2. Failure to Cure Objections. In the event Seller fails to cure Purchaser's objections to or defects in title within fifteen (15) days of receiving notice of such objections to or defects in title, or if Seller shall determine that its efforts to cure will not be successful, Purchaser may either (i) waive such title objections to or defects in title and proceed with closing hereunder or (ii) terminate this Agreement and obtain an immediate return of the Earnest Money. In the event of termination, the parties shall have no further rights or liabilities under this Agreement.

4. Conditions Precedent. Purchaser's obligations under this Agreement shall be subject to the following conditions precedent being satisfied to the satisfaction of the Purchaser (or waived by Purchaser in writing):

- 4.1. Survey. Seller shall provide Purchaser with a survey outlining the overall property limits (with the corresponding legal description) and area of the Property. Seller, at Seller's expense, shall have the corners of the property staked by a land surveyor or locate the surveyor's pins as noted on the aforesaid survey.
4.2. Financing. Purchaser shall have obtained a commitment for financing on terms and conditions reasonably acceptable to Purchaser.
4.3. Investment. Purchaser shall have secured sufficient and suitable pre-organization subscription agreements from private, third-party investors for the investment in the entity to be organized by Purchaser for purposes of developing a Brewpub/Restaurant on the Property and of which Purchaser owns not less than a fifty-one percent (51%) interest.
4.4. Seller Participation. Purchaser and Seller shall enter into an agreement, upon terms reasonably satisfactory to Seller and Purchaser, whereby Seller agrees to participate in the development of the Brewpub/Restaurant by investing \$100,000 cash through either corporate or individual investment; which such investment shall receive a preferred return.
4.5. Utilities. Purchaser shall have obtained written evidence satisfactory to Purchaser that adequate water, storm sewer, sanitary sewer, telephone, gas and electrical services are available to the Property.
4.6. Government Approvals/Permits. To the extent obtainable prior to Closing, Purchaser shall have secured all governmental approvals, licenses and permits necessary for Purchaser's intended use of the Property for Brewpub/Restaurant purposes, including but not limited to local and State liquor licenses, Alcohol Tobacco Tax & Trade Bureau (formerly BATF) brewery permits, zoning and building permits and other required business licenses.

In the event that any of the above conditions are not satisfied to Purchaser's reasonable discretion and satisfaction within seventy-five (75) days from the date of this Agreement, then, unless Purchaser shall have waived the conditions which have not been so fulfilled or satisfied, this Agreement shall terminate. Upon any effective termination pursuant to any provisions hereinabove, the earnest money shall be returned to the Purchaser, and, thereupon neither party shall have any further obligation or liability to the other.

5.5. Property Taxes.

- 5.5.1. Payments by Seller. All installments of real property taxes on the Property for the year 2004 and prior years shall be paid by Seller prior to or at Closing.
5.5.2. 2005 Taxes Payable in 2006. Real property taxes for the calendar year of the Closing shall be prorated from January 1 of such calendar year to the Closing Date based on the latest available assessment of land only for Shoppes at College Hills, and the Purchaser shall receive a credit against the Purchase Price for the amount so calculated.
5.5.3. Closing Costs. Seller shall pay the following costs: Seller's attorneys' fees, survey fees, the insurance premium for the title policy issued pursuant to the commitment for title insurance required by Section 3 hereof, any transfer taxes or sales taxes and the cost of documentary stamps. Purchaser shall pay the following costs: Purchaser's attorneys' fees and recording fees for recording the deed. Purchaser and Seller shall each pay one half of the fees to record the Agreement referenced in paragraph 5.4.3.
5.6. Brokerage Commissions. Seller represents to Purchaser that no real estate broker has been engaged by Seller with regard to this transaction other than Cullinan Properties Ltd.; to whom Seller shall pay a commission. Purchaser represents to Seller that no real estate broker has been engaged by Purchaser with regard to this transaction. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any brokerage commissions due to any other real estate broker having been engaged by or claiming to have been engaged by the Indemnifying Party with regard to this transaction.
5.7. Special Assessments. Seller will pay any unpaid special assessments confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Property.
5.8. Prorations. There shall be no proration of prepaid insurance premiums except with respect to insurance policies to which Purchaser has expressly agreed to accept an assignment (to be added as an additional named insured) as of the Closing Date.

6. Seller's Representations, Warranties and Covenants. In addition to all other representations, covenants and warranties by Seller herein, Seller hereby represents, covenants and warrants, as of the date hereof and as of the Closing Date, as follows:

- 6.1. Ownership. Seller is the sole owner of and has good and merchantable fee simple title to the Property.
6.2. Liens and Liabilities. Seller shall be responsible for all debts, liens, claims, contracts and liabilities in any way connected with the conduct of its operation on the Property, and Purchaser shall have no liability for Seller's operations conducted on the Property or otherwise or for any liabilities known, unknown, contingent or otherwise, of Seller.
6.3. Notice of Litigation or Violation. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Property. Seller shall promptly notify Purchaser of any such notice received between the date hereof and the Closing Date. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Property, and Seller has received no notice of any such violation issued by any governmental authority.
6.4. Rights in Property. There are no options, purchase contracts, or other agreements of any kind or nature, written or oral, waterunder or whereby any party could claim or assert any right, title or interest in the Property.
6.5. Casualty Insurance. Until Closing, Seller shall, at its expense, keep the Property and the improvements thereon constantly insured with an insurance company acceptable to Purchaser against loss by fire and other casualties with extended coverage in the same amounts as currently carried by Seller as of the date hereof.

EXHIBIT 11

- 6.6. **Mechanics Liens.** Seller has fully paid all bills, claims and obligations for labor performed and materials furnished in and about the improvement of the Property, and no such bills, claims or obligations are outstanding or unpaid.
- 6.7. **Leases.** No persons are in possession of the Property under any oral or written leases.
- 6.8. **Encroachments.** To the best of Seller's knowledge, no improvements upon the Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Property.
- 6.9. **Special Assessments.** There are no special assessments against the Property and there are no proceedings for special assessments against the Property.
- 6.10. **Non-Compete Covenant.** Neither Seller nor any manager, officer or member of Seller shall, during Purchaser's contingency period or for a period of ten years thereafter, knowingly enter into any agreement to sell, lease, develop or build any premises for the purposes of operating a brewpub or brewery within the cities of Bloomington or Normal, Illinois.
- 6.11. **Representations.** The representations, covenants and warranties made by Seller under Section 8 hereof shall be true and correct as of the Closing Date. The covenant contained in Section 6.11 shall survive closing.

7. **Default.** If Seller wrongfully refuses to close the sale of the Property to Purchaser or is unable to close the sale of the Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and Purchaser shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement and return of the Earnest Money; specific performance, with the rights, but not the obligation, to perform Seller's covenants and agreements hereunder and to deduct the cost and expense of such performance from the Purchase Price payable hereunder; and the right to recover as an element of its damages, reasonable attorneys' fees and court costs and all other damages that Purchaser will suffer as a result of Seller's breach or default hereunder.

If Purchaser wrongfully refuses to close the Purchase of the Property and pay the Purchase Price to Seller then Seller shall be entitled, at its option, to either retain and have paid to the Seller the Earnest Money or to pursue any other remedies available at law or in equity (including but not limited to seeking specific performance) and applying the Earnest Money against any award. Moreover, in the event of a breach by Purchaser, Seller shall also be entitled to collect as an element of its damages, reasonable attorneys' fees and court costs.

8. **Condemnation.** If, prior to the Closing, any portion or portions of the Property shall be taken by condemnation or any other proceeding in the nature of eminent domain from and after the date hereof, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void and obtain an immediate return of the Earnest Money upon fifteen (15) days' written notice to Seller. In the event of termination, the parties shall have no further rights or liabilities under this Agreement. If Purchaser has not notified Seller of its election to terminate within the aforesaid time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys' fees, expenses and court costs incurred by Seller to collect such awards).

9. **Miscellaneous.** It is further understood and agreed as follows:

- 9.1. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.
- 9.2. **Survival.** The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.
- 9.3. **Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

-5-

- 9.4. **Time.** Time is of the essence of this Agreement.
- 9.5. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.
- 9.6. **Amendment and Waiver.** This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.
- 9.7. **Integrated Agreement.** This Agreement constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.
- 9.8. **Choice of Law.** It is the intention of Seller and Purchaser that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.
- 9.9. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO SELLER: Shoppes at College Hills, L.L.C.  
c/o Cullinan Companies  
121 SW Adams  
211 Fulton St., Suite 700  
Peoria, IL 61602

WITH A COPY TO: Richard M. Joseph  
Miller, Hall & Triggs  
418 Main Street, Suite 1125  
Peoria, IL 61602

IF TO PURCHASER: Brewpub Holdings, L.L.P.  
c/o Matthew C. Potts, General Partner  
11012 West Kevin Court  
Brimfield, IL 61517

WITH A COPY TO: N/A

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by telex, telefax or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

9.10. **Waiver of Tender.** Formal tender of an executed deed and the Purchase Price each is hereby waived.

9.11. **Discrepancy in Description.** If the description of the Property on Exhibit A attached hereto does not correctly describe the Property to be purchased hereunder, as legally described in the survey to be provided by Seller hereunder, the description of the Property on Exhibit A shall be modified to correctly describe the same in accordance with the survey, which such

-6-

modification shall not materially alter the terms of this Agreement or the intent of the parties herein.

9.12. **Assignment.** Purchaser shall be entitled to assign this Agreement and all obligations relating to this Agreement to any entity organized by either Purchaser or Matthew C. Potts and Linda B. Potts and of which either Purchaser or Matthew C. Potts and Linda B. Potts collectively own not less than a fifty-one percent (51%) interest.

9.13. **Right to Repurchase.** In the event Purchaser closes on the Property and subsequently fails to substantially commence construction of a brew pub/restaurant on the Property within 18 months after the closing date, Seller shall have the right, exercisable within 60 days after the first 18 months of the Closing Date, to repurchase the property at the purchase price. For purposes of this paragraph "substantial commencement of construction" shall mean that the Purchaser has obtained all necessary construction permits, all governmental approvals, licenses and permits necessary for the Property to be used as a brew pub/restaurant, and shall have completed footings and foundation and commenced vertical construction of the intended improvements pursuant to permits. The representation, warranty and covenant of Purchaser contained in this paragraph shall not be merged into the deed or be cancelled at closing and shall survive the closing of this transaction.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

SELLER:

SHOPPES AT COLLEGE HILLS, L.L.C., an Illinois limited liability company

By: Cullinan Companies, LLC, its Manager

By: [Signature]

PURCHASER:  
BREW PUB HOLDINGS, L.L.P.  
an Illinois limited liability limited partnership,  
By: [Signature]  
Matthew C. Potts,  
its General Partner

-7-

EXHIBIT A  
LEGAL DESCRIPTION

PART OF LOT 3 IN THE SHOPPES AT COLLEGE HILLS SUBDIVISION AND A PART OF WARD DRIVE IN COLLEGE HILLS MALL SUBDIVISION, D.C.C. # 78-8285, IN THE SOUTH-WEST ¼ OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF SAID LOT 3 THENCE NORTHWESTERLY 16.67 FEET ALONG A 512.47 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 2° 18'-07" WEST 16.67 FEET TO THE POINT OF BEGINNING;

THENCE NORTHWESTERLY 54.79 FEET ALONG A 512.47 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS 8° 17'-48" WEST 54.76 FEET;

THENCE NORTHWESTERLY 157.11 FEET ALONG A 845.56 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 14°-07'-10" WEST 156.63 FEET;

THENCE NORTH 28°-03'-22" EAST 25.73 FEET;

THENCE NORTH 24°-28'-05" WEST 4.77 FEET TO THE SOUTHERLY LINE OF LOT 1 OF SHOPPES AT COLLEGE HILLS SUBDIVISION.

THENCE NORTH 58°-09'-59" EAST 142.69 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE WESTERLY LINE OF LOT 2 OF SHOPPES AT COLLEGE HILLS SUBDIVISION;

THENCE SOUTH 34°-16'-12" EAST 267.75 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE SOUTHERLY LINE OF LOT 3 OF SHOPPES AT COLLEGE HILLS SUBDIVISION;

THENCE SOUTH 58°-54'-48" WEST 45.06 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO THE EASTERLY LINE OF WARD DRIVE;

THENCE SOUTH 34°-16'-12" EAST 14.13 FEET ALONG THE EASTERLY LINE OF SAID WARD DRIVE.

THENCE SOUTH 76°-00'-00" WEST 214.49 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.189 ACRES MORE OR LESS.

EXHIBIT B  
SITE PLAN

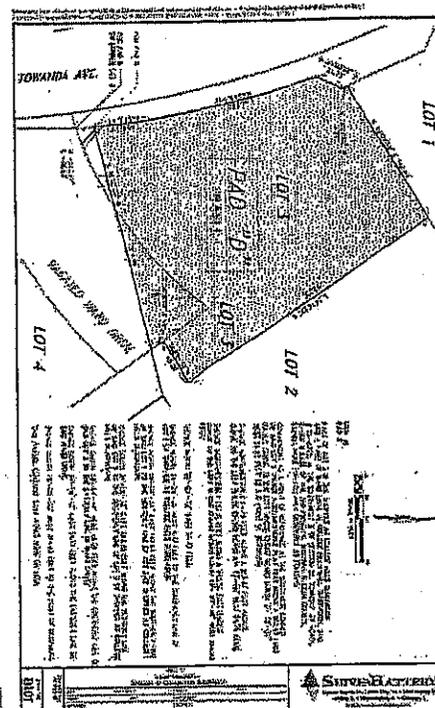


EXHIBIT C  
OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT

OPERATION, COST-SHARING  
AND SALES TAX REPORTING  
AGREEMENT  
McLean County

THIS DOCUMENT  
PREPARED BY  
AND AFTER RECORDING  
RETURN TO:

Richard M. Joseph  
Miller Hall & Triggs  
416 Main Street  
Suite 1125  
Peoria, Illinois 61602

OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT

BETWEEN

SHOPPES AT COLLEGE HILLS, L.L.C.,

PLAZA AT COLLEGE HILLS, L.L.C.,

AND

BREWPUB HOLDINGS, LLLP

For  
Shoppes at College Hills

\_\_\_\_\_, 2005

ARTICLE 1  
PARKING

1.1 The number of parking spaces on the Brewpub Tract will, at all times during which a restaurant is operating thereon, be sufficient to satisfy the greater of (i) Section 4.2.5 C, D or E of the REA (whichever is applicable depending upon the size of the restaurant), or (ii) the minimum requirement of any code, ordinance or law of governing bodies having jurisdiction over the Brewpub Tract.

ARTICLE 2  
ACCESS ROADWAY

2.1 Shoppes and Plaza hereby grant to Brewpub a non-exclusive perpetual easement for the passage of vehicles over and across those portions of the roadway located on the Shoppes Tract and Plaza Tract identified on Exhibit D, attached hereto, and by this reference made a part hereof (the "Access Roadway"), for the purpose of ensuring that the Brewpub Tract has access to a public roadway. Each of Shoppes and Plaza (the "Relocating Party") may, at its own expense, relocate the roadway upon its Tract provided the relocated roadway is a reasonably similar substitute to the roadway as depicted on Exhibit D. The Relocating Party shall provide Brewpub with written notice thirty (30) days in advance of the REA related to any such relocation. The consent of Brewpub shall not be required for any such relocation.

Shoppes covenants that, at no cost to Brewpub or to the Brewpub Tract, other than for the payment of the Base Fee, as that term is hereinafter defined, Shoppes shall cause the Access Roadway to be maintained, at all times, in a first-class condition and state of repair, and in full compliance with all laws, ordinances and codes applicable thereto. Included in such maintenance shall be the prompt attendance to all snow removal, patching, resurfacing and generally all matters necessary to allow the uninterrupted and continuous use of the Access Roadway to and from the Brewpub Tract for the use and enjoyment of Brewpub and its Permittees, each of which shall have the right to use the Access Roadway for purposes of ingress to and egress from the Access Roadway to and from the Brewpub Tract, and all portions thereof, to and from all public roads abutting the Access Roadway. If the Access Roadway is damaged by Brewpub or anyone claiming by, through or under Brewpub, Brewpub shall promptly reimburse Shoppes for the cost of making repairs thereto.

2.2 Brewpub agrees to pay to Shoppes, upon commencement of construction on the Brewpub Tract and thereafter on an annual basis, two thousand five hundred dollars (\$2,500.00) ("Base Fee"). The Base Fee shall be paid in monthly installments due on the first day of every month, such payment being mailed to the address of Shoppes, as hereinafter set forth. The Base Fee shall continue to be paid until such time as Shoppes shall deliver Brewpub written notice of a change in the Base Fee ("Change Notice"), which notice shall include the CPI figures used for computing the change, and the actual computation thereof. The Base Fee shall be adjusted annually pursuant to the provisions of Section 4.1 of this Agreement.

THIS OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between Shoppes at College Hills, L.L.C., an Illinois limited liability company ("Shoppes"), Plaza at College Hills, L.L.C., an Illinois limited liability company ("Plaza"), and BREWPUB HOLDINGS, LLLP, an Illinois Limited Liability Partnership (described as "Brewpub").

RECITALS

WHEREAS, Shoppes is the owner of the property legally described on Exhibit A, attached hereto and by this reference made a part hereof ("Shoppes Tract"); and

WHEREAS, Plaza owns a leasehold estate in and to the property legally described on Exhibit B, attached hereto and by this reference made a part hereof ("Plaza Tract"); and

WHEREAS, Brewpub is the owner of the property legally described on Exhibit C attached hereto and by this reference made a part hereof ("Brewpub Tract"); having acquired the Brewpub Tract from Shoppes; and

WHEREAS, Shoppes and Plaza are parties to that certain Second Amendment to, and Partial Restatement of, Reciprocal Construction, Operation and Easement Agreement dated as of December 28, 2004, and recorded in the McLean County Recorder's office on January 19, 2005 as Document No. 2005-0002073 ("REA"); and

WHEREAS, the Brewpub Tract is subject to the REA having been a part of the property owned by Shoppes; and

WHEREAS, the parties to the REA, in Section 3.6 thereof, granted to each other a perpetual easement for the non-exclusive vehicular and pedestrian use of the ring road ("Ring Road") as that term is defined in the REA, or as relocated from time to time pursuant to the terms of the REA and for signage; and

Whereas, the parties hereto desire to memorialize certain agreements pertaining to operations, maintenance of the Ring Road, signage, and the reporting of sales tax.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 3  
SIGNS

3.1 Plaza grants to Brewpub, during the term of this Agreement, the right to install, maintain, replace and repair, at any time, and from time to time, a panel on Shoppes' Pylon sign ("Pylon") subject to the requirements of the REA.

3.2 Shoppes shall have the right to approve the design and size of all sign structures located on the Brewpub Tract and the Pylon, including the identification panels to be attached thereto.

3.3 Brewpub shall have the right to be listed as an occupant on the Directional Signs, as that term is defined in the REA, subject to the requirements of the REA. Brewpub agrees to pay Shoppes, on an annual basis, two hundred fifty dollars (\$250.00) ("Signage Fee"). The Signage Fee shall be adjusted in the manner described in Section 4.1.

ARTICLE 4  
BREWPUB CONTRIBUTION

4.1 Each of the Base Fee and Signage Fee shall be "Adjusted for Inflation," as that term is hereinafter defined, effective on each anniversary of the date on which Brewpub acquires ownership of the Brewpub Tract. The term "Adjusted for Inflation" shall mean that the Base Fee or Signage Fee shall be adjusted by adding to the Base Fee or Signage Fee for the immediately preceding twelve (12) month period the product of multiplying the Base Fee or Signage Fee for the immediately preceding twelve (12) month period by a fraction, the numerator of which shall be the value of the Index, as that term is hereinafter defined, in effect as of the date the Base Fee or Signage Fee, as the case may be, is adjusted for each twelve-month period, and the denominator of which shall be the value of the Index in effect as of the date of the immediately prior adjustment. The term "Index" shall mean the "Consumer Price Index - U.S. City Average for Urban Wage Earners and Clerical Workers, All Items" of the United States Department of Labor Bureau of Labor Statistics. If the Index is changed so that the base year of the Index changes, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the Index had not been discontinued or revised. Notwithstanding the foregoing, neither the Base Fee nor the Signage Fee shall increase more than two percent (2%) over the prior years Base Fee or Signage Fee.

ARTICLE 5  
BUILDING ON BREWPUB TRACT

5.1 Brewpub agrees that all construction activities performed or authorized by it within the Brewpub Tract shall be performed in compliance with all governmental requirements. All construction shall utilize new materials and shall be performed in a good, safe, workman-like manner. Except for the initial construction of the Brewpub building, prior to the commencement

of any work by or for Brewpub which requires the establishment of a staging and/or storage area on the Brewpub Tract, Brewpub shall give at least thirty (30) days prior notice to Shoppes and Plaza, for their approval, of the proposed location of such staging and/or storage area. If substantial work is to be performed by or for Brewpub, Brewpub shall, at the request of Shoppes or Plaza, fence such staging and/or storage area. If Plaza and Shoppes do not approve the proposed location of the staging and/or storage area, Brewpub shall modify the proposed location of the staging and/or storage area to satisfy the reasonable requirements of Shoppes and Plaza. All storage of materials and the parking of construction vehicles, including vehicles of construction workers, shall occur only on the Brewpub Tract, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located off of Towanda Avenue and shall access the Brewpub Tract by the most direct route available. Upon completion of such work, Brewpub shall, at its expense, restore any damaged portion of the Access Roadway or any other portion of the Center damaged by such work to a condition equal to or better than that existing prior to the commencement of such work.

ARTICLE 6  
LIENS

6.1 Neither Brewpub, Shoppes, nor Plaza or their respective successors and assigns shall permit or cause any construction, mechanics, laborers, materialmen's, or other similar liens to attach to any portion of the property of either one or more of the other parties hereto in connection with the performance of any of its activities hereunder. If, despite the foregoing, either Brewpub, Shoppes, or Plaza, or their respective successors and assigns, permits or causes any such liens to attach to the property of any one or more of the other parties hereto, then the party or parties whose activities have caused such lien to attach shall, at its or their sole cost, cause such lien or liens to be discharged, bonded over or insured over to the satisfaction of the party or parties whose property or properties have been so liened within thirty (30) days following written notice thereof.

6.2 If any such lien is not so released or discharged, then the party or parties whose property is subjected to such lien shall have the right to discharge such lien (without any inquiry as to the validity or merits thereof) and recover from the party that permitted or caused such lien to attach any amount paid thereby in connection with such action, and all costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) incurred thereby, plus interest thereon from the date of expenditure thereof until repaid at the rate set forth in Section 7.11 below.

ARTICLE 7  
MISCELLANEOUS

7.1 **Notices.** Any notice required or permitted hereunder shall be in writing and shall be deemed delivered when received or when delivery has been refused (evidenced in either case by return receipt or similar documentary advice from a recognized private overnight courier company), when sent by a recognized overnight courier company or by United States registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

5

7.4 **Estoppel Certificate.** Upon written request (which shall not be more frequent than three (3) times during any calendar year) of a mortgagee, prospective mortgagee or purchaser, or a party hereto, the other parties hereto shall deliver, within thirty (30) days after request therefor, to the requesting party an estoppel certificate in the form reasonably requested by the requesting party setting forth the status of this Agreement, the existence or absence of amounts due hereunder (and liens therefor) and any defaults that may exist hereunder. Any such statement or certificate may be conclusively relied upon by the party requesting the statement or certificate. The issuance of such statement or certificate shall in no event subject the issuing owner to any liability for the negligent or inadvertent failure of such owner to disclose correct and/or relevant information (but it shall estop such owner from making assertions contrary to those set forth in the certificate for the period covered by the certificate).

7.5 **Construction and Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement shall not be construed against any party but will be construed in accordance with the intentions of the parties set forth in this Agreement. The captions preceding the text of each article and section of this Agreement are included only for convenience or reference and should be disregarded in the construction and interpretation of this Agreement.

7.6 **Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by the non-performing owner (the "Defaulting Party"):

- a) The failure to make any payment required to be made hereunder within ten (10) days of the due date, or
- b) The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, other than as described in (a) above, within thirty (30) days after the issuance of a notice by another party (the "Non-Defaulting Party") specifying the nature of the default claimed.

7.7 **Right to Cure by Non-Defaulting Party Lien.** With respect to any default under subsection 7.6 (b) above, any Non-Defaulting Party shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default shall constitute an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the Tract of the Defaulting Party (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each owner shall be responsible for the default of its tenants/occupants. In the event any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred in connection with such curative action, plus interest as provided in Section 7.11, within thirty (30) days of receipt of demand, together with reasonable documentation supporting each expenditure above \$500.00.

7

If to Brewpub: Brewpub Holdings, L.L.P.  
c/o Matthew C. Potts, General Partner  
11812 West Kevin Ct.  
Brimfield, IL 61517

With copy to: N/A

If to Shoppes: Shoppes at College Hills, L.L.C.  
Attn: Jeffery D. Giebelhausen  
211 Fulton, Suite 700  
Peoria, IL 61602

With a copy to: Richard M. Joseph  
Miller, Hall & Triggs  
416 Main Street, Suite 1125  
Peoria IL 61602

If to Plaza: c/o Cullinan Companies, L.L.C.  
Attn: Diane Oberhelman  
211 Fulton, Suite 700  
Peoria, IL 61602

With a copy to: Richard M. Joseph  
Miller, Hall & Triggs  
416 Main Street, Suite 1125  
Peoria IL 61602

or such other address in the United States of America as any party may from time to time specify in writing to the others in the manner aforesaid.

7.2 **Binding Effect.** The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become owners of real estate described herein.

7.3 **Right to Institute Proceedings.** In the event of any breach or threatened breach of any restriction or other provision of this Agreement, any party may prosecute any proceedings at law or in equity to enjoin such breach or threatened breach and to recover damages for any such breach. Without limiting the foregoing, the parties expressly acknowledge and agree that any non-monetary breach or default hereunder, including any misuse of the easements granted hereunder and/or the failure to maintain any easement areas as required hereunder, may be enjoined (by negative injunction or affirmative injunction), and that money damages shall not be an adequate remedy for any non-monetary breach or default hereunder.

6

Upon the failure of Brewpub to pay any amount due under this Agreement, including any amount owed to a Non-Defaulting Party as a result of the exercise of the Non-Defaulting Party's right to cure a default, in addition to any other rights or remedies available to the parties under this Agreement, the party to whom the payment of money is owed (the "Creditor Party") shall have a lien against the Brewpub Tract and the improvements thereon. Such liens shall arise immediately upon the recording of a notice by the Creditor Party with the Office of the Recorder of Deeds, McLean County, Illinois. The claim of lien shall include the following:

- i. The name of the lien claimant.
- ii. A statement concerning the basis for the claim of lien and identifying the lien claimant as a Non-Defaulting Party.
- iii. An identification of Brewpub or the then-current owner or reputed owner of the Brewpub Tract.
- iv. A description of the Brewpub Tract.
- v. A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof.
- vi. A statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date and document number of recordation hereof. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Party against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.1 above. The lien so claimed shall attach from the date of recordation and may be enforced in any judicial proceedings allowed by law, including without limitation, a suit in the nature of a suit to foreclose a mortgage/deed of trust or mechanic's lien under the applicable provisions of the law of the State of Illinois.

Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon at the rate herein specified shall have been paid in full. For the purposes of this Section 7.7, the Base Fee and Signage Fee shall be considered payments owed to Shoppes.

7.8 **Costs and Attorney Fees.** In the event any party brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred (including without limitation court costs, expert witness fees, costs and expenses of investigation, and all attorneys' fees, costs and expenses in any such suit or proceeding).

8

7.9 Time Period for Response. Unless provision is made for a specific time period, each response to a request for an approval or consent required to be considered pursuant to this Agreement shall be given by the owner to whom directed within thirty (30) days of receipt. Each disapproval shall be in writing, and the reasons shall be clearly stated. If a response is not given within the required time period, the requested owner shall be deemed to have given its approval if the original notice stated in capitalized letters that failure to respond within the applicable time period will be deemed an approval or if such result is provided for by the terms of this Agreement.

7.10 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.11 Interest. Any time Brewpub shall not pay any sum payable hereunder within five (5) days of the due date, Brewpub shall pay interest on such amount from the due date to and including the date such payment is received by Shoppes, at the lesser of:

- a) The highest rate permitted by law to be either paid on such type of obligation by Brewpub or charged by Shoppes, whichever is less.
- b) The prime rate, plus three percent (3%). As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates"; provided, however, that (i) if more than one such rate is published therein the prime rate shall be the highest such rate and (ii) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be a substantially comparable index of short term loan interest rates charged by U.S. banks to corporate borrowers selected by Shoppes.

7.12 Entire Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto.

7.13 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

7.14 Amendments. This Agreement may be amended by, and only by, a written agreement signed by the parties hereto and shall be effective only when recorded in McLean County, Illinois.

7.15 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint

ARTICLE 9  
REPORTING OF SALES TAX

All persons, corporations, trusts or other entities that have or shall hereafter acquire any interest in any part of the Brewpub Tract (whether by lease or acquisition of fee title) and who are obligated to pay Sales Tax, shall, on or before March 31 of each calendar year, provide to the Town of Normal at 100 E. Phoenix Avenue, P.O. Box 589, Normal IL 61761-0589, Attention Town Counsel, and to Shoppes at 221 Fulton Street, Suite 700, Peoria, Illinois, 61602, or such other location as Shoppes and Town shall from time to time direct, a statement of such owner's or occupant's gross sales for the prior calendar year occurring or deemed to occur on the Property or any portion thereof. Such statement shall be certified by a Certified Public Accountant, or the chief financial officer of an owner or occupant. "Gross Sales" means the amount of gross or total revenue arising from merchandise, services or other operations sold or rendered in, on or from the Property by occupant or any subtenants, licensees or concessionaires, whether or not for cash or on a credit basis and whether or not such sales or services are made by orders taken at the Property but filled or delivered elsewhere. Gross sales shall not include amounts paid as sales tax, amounts of refunds or allowances for defective merchandise or services, customer discounts in the form of credits (where such credits were included in gross revenue), sales of trade fixtures or store equipment not in the ordinary course of business, or amounts received from losses or damages to merchandise or equipment. In the event sales or services on a credit basis comprise greater than forty percent (40%) of gross sales, occupant may deduct from total revenue for purposes of determining gross sales a reasonable reserve (not to exceed five percent (5%) of gross sales) for inability to collect for such credit sales or services; otherwise no deduction may be made therefore. If more than ninety-five percent (95%) of occupant's gross sales as determined above are included in the computation of "gross receipts" for purposes of the Illinois Retailer's Occupation Tax Act (sales tax) and sales tax appropriately paid thereon, gross sales for purposes hereof shall, at the option of either party, mean the same as "gross receipts" for sales tax purposes, and sales tax records and returns can be used, as appropriate, in providing Shoppes with the above required statements. Shoppes agrees to keep occupant's sales statements confidential and not to share the same, except Shoppes may share same with representatives of the Town of Normal as necessary in connection with the Development Agreement, provided that the Town of Normal agrees to keep said sales statements confidential.

To the extent required by the Town of Normal, said owner or occupant shall also execute a letter of letter of direction to the Illinois Department of Revenue authorizing the Illinois Department of Revenue to disclose to the Town the actual volume of Sales Tax paid by the owner or occupant to the Illinois Department of Revenue from sales at retail occurring or deemed to occur on the Property.

[SIGNATURE PAGES FOLLOW]

enterprise. Each owner shall be considered a separate owner, and no owner shall have the right to act as an agent for another owner, unless expressly authorized to do so herein or by separate written instrument signed by the owner to be charged.

7.16 Excusable Delays. Whenever performance is required of any owner hereunder, such owner shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any owner from the prompt payment of any monies required by this Agreement.

7.17 Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall (i) entitle any owner to cancel, rescind, or otherwise terminate this Agreement, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Tract. However, such limitation shall not affect in any manner any other rights or remedies which an owner may have hereunder by reason of any such breach.

7.18 Time. Time is of the essence of this Agreement.

7.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one and the same instrument.

ARTICLE 8  
TERM

8.1 This Agreement shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, 2034; provided, however, that the easements specified as being perpetual or as continuing beyond the term of this Agreement shall continue in full force and effect as provided herein. Upon the termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement, except as relate to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that a party may have against any other party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

SIGNATURE PAGE  
FOR  
OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT  
BETWEEN  
SHOPPES AT COLLEGE HILLS, L.L.C.,  
PLAZA AT COLLEGE HILLS, L.L.C.,  
AND  
BREW PUB HOLDINGS, LLLP

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

BREW PUB HOLDINGS, LLLP,  
an Illinois Limited Liability Limited Partnership

By: \_\_\_\_\_  
Matthew C. Potts, Its General Partner

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF PEORIA        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, a Notary Public within and for said County, personally appeared Matthew C. Potts, to me personally known, being first by me duly sworn, did say that he is the General Partner of BREW PUB HOLDINGS, LLLP, an Illinois Limited Liability Limited Partnership, and that said instrument was signed on behalf of said Partnership by authority of its Limited Liability Limited Partnership Agreement and acknowledged said instrument to be the free act and deed of said Partnership.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

SIGNATURE PAGE  
FOR  
OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT  
BETWEEN

SHOPPES AT COLLEGE HILLS, L.L.C.,  
PLAZA AT COLLEGE HILLS, L.L.C.,  
AND  
BREW/PUB HOLDINGS, LLLP

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

SHOPPES AT COLLEGE HILLS, L.L.C.  
("Shoppes")

By: Cullinan Companies, L.L.C., an Illinois  
Limited Liability Company, its Manager

By: \_\_\_\_\_  
One of its Managers  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, a Notary Public within and for said County, personally appeared \_\_\_\_\_ to me personally known, being first by me duly sworn, did say that he/she is one of the Managers of Cullinan Companies, L.L.C., an Illinois limited liability company, sole member and Manager of SHOPPES AT COLLEGE HILLS, L.L.C., an Illinois limited liability company, and that said instrument was signed on behalf of said company by authority of its Operating Agreement and acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

SIGNATURE PAGE  
FOR  
OPERATION, COST-SHARING AND SALES TAX REPORTING AGREEMENT  
BETWEEN

SHOPPES AT COLLEGE HILLS, L.L.C.,  
PLAZA AT COLLEGE HILLS, L.L.C.,  
AND  
BREW/PUB HOLDINGS, LLLP

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

PLAZA AT COLLEGE HILLS, L.L.C.  
("Plaza")

By: Cullinan Companies, L.L.C., an Illinois  
Limited Liability Company, its Manager

By: \_\_\_\_\_  
One of its Managers  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, a Notary Public within and for said County, personally appeared \_\_\_\_\_ to me personally known, being first by me duly sworn, did say that he/she is one of the Managers of Cullinan Companies, L.L.C., an Illinois limited liability company, sole member and Manager of PLAZA AT COLLEGE HILLS, L.L.C., an Illinois limited liability company, and that said instrument was signed on behalf of said company by authority of its Operating Agreement and acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF SHOPPES TRACT

Tract No. 1:

Lot 16 and Outlots 19, 21 and 22 in the Resubdivision of Lots 9 and 10 in College Hills Mall Subdivision in the Town of Normal, according to the plat thereof recorded October 1, 1981 as document no. 81-9151, exception therefrom that part taken by the Department of Transportation of the State of Illinois in Final Judgment Order, entered August 6, 1998 in McLean County Case No. 98-ED-2, in McLean County, Illinois.

Tract No. 2:

Lot 5 in College Hills Mall Subdivision in the Town of Normal, according to the plat thereof recorded July 3, 1979 as document no. 79-8295, in McLean County, Illinois.

Tract No. 3:

Lot 4 in College Hills Mall Subdivision in the Town of Normal, according to the plat thereof recorded July 3, 1979 as document no. 79-8295, in McLean County, Illinois.

Tract No. 4:

Lot 6 in College Hills Mall Subdivision in the Town of Normal, according to the plat thereof recorded July 3, 1979 as document no. 79-8295, in McLean County, Illinois.

Excepting therefrom the following parcel:

A PART OF LOT 16 IN THE RESUBDIVISION OF LOTS 9 AND 10 IN COLLEGE HILLS MALL, ACCORDING TO DCC. # 81-9151 IN THE McLEAN COUNTY RECORDER OF DEEDS, IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AS A POINT OF REFERENCE AT THE MOST NORTHERLY CORNER OF SAID LOT 8 THENCE NORTH 59°-09'-59" EAST (ASSUMED BEARING) 240.26 FEET ALONG THE EASTERLY EXTENSION OF SAID LOT 8 TO THE WESTERLY EXTENSION OF THE RIGHT-OF-WAY TAKEN BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE NO. 98-ED-2;

THENCE NORTH 89°-03'-18" EAST 218.88 ALONG THE SAID RIGHT-OF-WAY LINE AND ON THE WESTERLY EXTENSION THEREOF;

THENCE SOUTH 62°-45'-21" EAST 79.25 FEET ALONG THE SAID RIGHT-OF-WAY LINE TO THE WESTERLY LINE OF U.S. RTE 66 (MARKED VETERANS PARKWAY)

THENCE SOUTH 0°-49'-12" EAST 313.81 FEET ALONG THE SAID WESTERLY LINE OF U.S. RTE 66;

THENCE SOUTH 8°-05'-40" WEST 122.56 FEET ALONG THE SAID WESTERLY LINE OF U.S. RTE 66;

THENCE SOUTH 0°-49'-20" EAST 187.78 FEET ALONG THE SAID WESTERLY LINE OF U.S. RTE 66 TO THE CREEK ROW IN COLLEGE HILLS MALL SUBDIVISION;

THENCE SOUTH 63°-59'-35" WEST 510.19 FEET ALONG THE SAID NORTHERLY CREEK ROW TO THE EASTERLY CORNER OF LOT 6 IN COLLEGE HILLS MALL SUBDIVISION;

THENCE NORTH 30°-42'-57" WEST 81.53 FEET ALONG THE EASTERLY LINE OF SAID LOT 6 AND THE EAST LINE OF SAID LOT 8;

NORTH 65°-59'-37" EAST 11.13 FEET ALONG THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 64°-25'-35" EAST 362.00 FEET ALONG THE SOUTH LINE OF SAID LOT 8;

THENCE NORTHEASTERLY 162.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 8 ALONG A NON-TANGENTIAL 165.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 36°-25'-52" EAST 155.61 FEET;

THENCE NORTH 30°-48'-12" WEST 188.79 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 8;

THENCE NORTH 59°-11'-48" EAST 50.20 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 8;

THENCE NORTH 30°-50'-25" WEST 118.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 8;

THENCE SOUTH 59°-12'-35" WEST 201.21 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 8;

THENCE NORTH 30°-49'-16" WEST 249.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

And further excepting therefrom the following parcel:

A part of Lot 5 in College Hills Mall Subdivision, according to document no. 79-8295 in the McLean County Recorder of Deeds, and part of Lot 16 in the Resubdivision of Lots 9 and 10 in College Hills Mall Subdivision, document number 81-9151, in the Southwest Quarter of Section 26, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Commencing as a point of reference at the Southwest corner of Lot 6 in College Hills Mall Subdivision; thence North 0 degrees 05 minutes 48 seconds West (assumed bearing), 193.20 feet along the West line of said Lot 6; thence Northwesterly 442.95 feet along the west line of said Lots 5 and 6 along a 1,039.73 foot radius curve to the left whose chord bears North 12 degrees 16 minutes 09 seconds West, 439.61 feet to the point of beginning. From said point of beginning; thence Northwesterly 176.35 feet along the West line of said Lot 5 along a 1,039.73 foot radius curve to the left whose chord bears North 29 degrees, 19 minutes 57 seconds West, 176.13 feet; thence North 34 degrees 12 minutes 25 seconds West, 142.12 feet along the West line of said Lots 5 and 16; thence North 59 degrees 45 minutes 37 seconds East 100.98 feet; thence South 52 degrees 48 minutes 43 seconds East 20.08 feet; thence North 37 degrees 14 minutes 53 seconds East 41.06 feet; thence South 30 degrees 14 minutes 23 seconds East, 17.00 feet; thence North 59 degrees 45 minutes 37 seconds East, 84.23 feet; thence North 37 degrees 18 minutes 14 seconds East, 226.46 feet; thence South 30 degrees 50 minutes 01 seconds East, 380.07 feet; thence South 59 degrees 09 minutes 59 seconds West, 437.05 feet to the point of beginning.

Tax I.D. Nos:	Lot 4:	14-26-304-007
	Lot 5:	14-26-376-004
	Lot 6:	14-26-376-006
	Lot 16:	14-26-326-020
	Outlet Lot 19:	14-26-326-017
	Outlet Lot 21:	14-26-304-001
	Outlet Lot 22:	24-26-304-010

AND FURTHER EXCEPTING THEREFROM, THE FOLLOWING:

A PART OF LOTS 3 AND 4 IN THE SHOPPES AT COLLEGE HILLS SUBDIVISION AND A PART OF WARD DRIVE IN COLLEGE HILLS MALL SUBDIVISION, DOC. # 79-8295, IN THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3<sup>RD</sup> PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF SAID LOT 4 THENCE NORTH 0°-05'-48" WEST 81.56 FEET ALONG THE WEST LINE OF SAID LOT 4;

**EXHIBIT B  
LEGAL DESCRIPTION OF ORIGINAL PLAZA TRACT**

Lot 2 in the Shoppes at College Hills Subdivision, being a part of the Southwest Quarter, Section 26, Township 24 North, Range 2 East of the Third Principal Meridian according to the plat thereof recorded on March 15, 2005 as document number 2005-00007362 in the McLean County Recorder's office, McLean County Illinois.

THENCE NORTH 2°-45'-04" EAST 128.95 FEET TO THE SOUTHERLY LINE OF SAID WARD DRIVE;

THENCE NORTH 0°-16'-40" EAST 104.32 FEET TO THE SOUTHERLY LINE OF SAID LOT 3;

THENCE NORTHWESTERLY 16.67 FEET ALONG A 512.47 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 2°-18'-07" WEST 16.67 FEET;

THENCE NORTH 76°-00'-00" EAST 77.89 FEET TO THE SOUTHERLY LINE OF SAID LOT 3;

THENCE NORTH 76°-00'-00" EAST 136.60 FEET TO THE EASTERLY LINE OF SAID WARD DRIVE;

THENCE SOUTH 34°-16'-12" EAST 98.04 FEET;

THENCE SOUTHEASTERLY 251.92 FEET ALONG A 250.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 63°-05'-15" EAST 241.43 FEET ALONG THE SOUTHWESTERLY LINE OF LOT 2 IN THE SHOPPES AT COLLEGE HILLS SUBDIVISION;

THENCE SOUTH 31°-56'-39" EAST 18.83 FEET;

THENCE SOUTH 1°-19'-18" EAST 42.91 FEET TO THE SOUTH LINE OF SAID LOT 4;

THENCE SOUTH 63°-59'-35" WEST 171.91 FEET ALONG THE SOUTH LINE OF SAID LOT 4;

THENCE SOUTHWESTERLY 261.86 FEET ALONG A 578.04 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 76°-58'-20" WEST 259.63 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 4;

THENCE SOUTH 89°-54'-12" WEST 88.00 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.943 ACRES MORE OR LESS.

**EXHIBIT C  
LEGAL DESCRIPTION OF BREWPUB TRACT**

PART OF LOT 3 IN THE SHOPPES AT COLLEGE HILLS SUBDIVISION AND A PART OF WARD DRIVE IN COLLEGE HILLS MALL SUBDIVISION, DOC. # 79-8295, IN THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3<sup>RD</sup> PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF SAID LOT 3 THENCE NORTHWESTERLY 16.67 FEET ALONG A 512.47 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 2°- 18'-07" WEST 16.67 FEET TO THE POINT OF BEGINNING;

THENCE NORTHWESTERLY 54.79 FEET ALONG A 512.47 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS 6°- 17'-48" WEST 54.76 FEET;

THENCE NORTHWESTERLY 157.11 FEET ALONG A 945.56 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 14°- 07'-10" WEST 156.93 FEET;

THENCE NORTH 26°-03'-22" EAST 26.73 FEET;

THENCE NORTH 24°-29'-05 WEST 4.77 FEET TO THE SOUTHERLY LINE OF LOT 1 OF SHOPPES AT COLLEGE HILLS SUBDIVISION.

THENCE NORTH 59°-09'-59" EAST 142.69 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE WESTERLY LINE OF LOT 2 OF SHOPPES AT COLLEGE HILLS SUBDIVISION;

THENCE SOUTH 34°-16'-12" EAST 267.75 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE SOUTHERLY-LINE OF LOT 3 OF SHOPPES AT COLLEGE HILLS SUBDIVISION;

THENCE SOUTH 58°-54'-48" WEST 45.06 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO THE EASTERLY LINE OF WARD DRIVE;

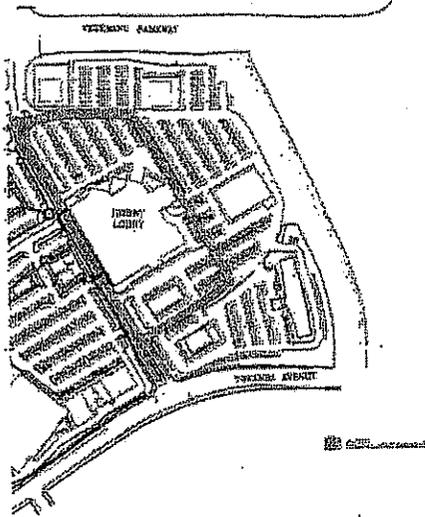
THENCE SOUTH 34°-16'-12" EAST 14.13 FEET ALONG THE EASTERLY LINE OF SAID WARD DRIVE.

THENCE SOUTH 76°-00'-00" WEST 214.49 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.189 ACRES MORE OR LESS.

EXHIBIT D  
ACCESS ROADWAY

EXHIBIT D  
ACCESS ROADWAY



## EXECUTIVE SUMMARY

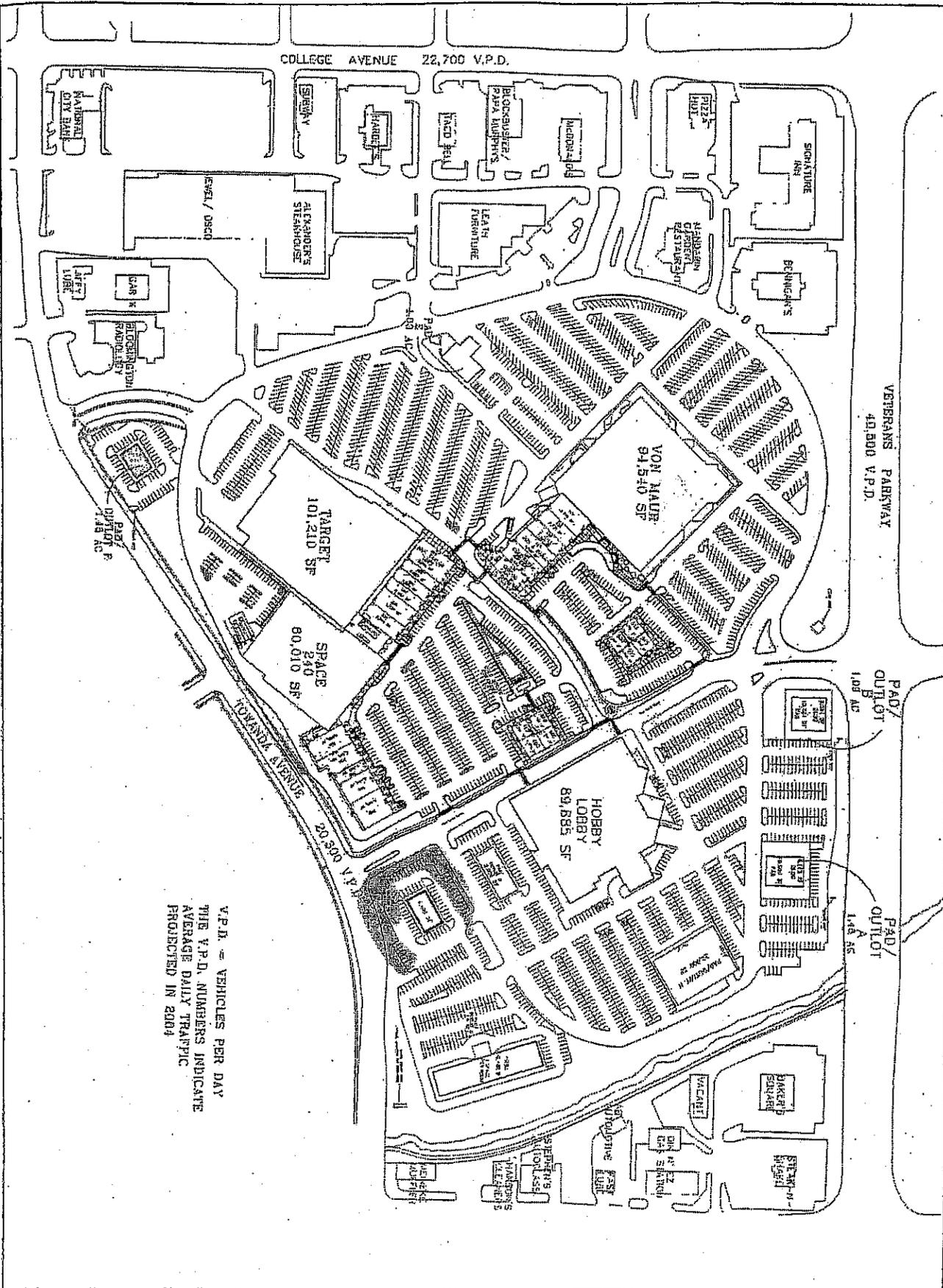
<b>Assignment</b>	The valuation assignment is to estimate the "as is" and prospective "as stabilized" market values of the leased fee estate (interest) in the appraised property, as encumbered by all existing and proposed leases, easements of record, all municipal building codes and ordinances, and zoning restrictions, and subject to the limiting conditions and assumptions stated in this report.
<b>Location</b>	The Shoppes at College Hills Southwest Quadrant of Veterans Parkway and College Avenue Normal, Illinois
<b>Property Type</b>	The appraised property is a "life-style" mall known as The Shoppes at College Hills. The appraised property is a redevelopment of a former enclosed regional mall. The redevelopment process included demolishing all of the enclosed mall structures (except for the anchor stores - Target, Von Maur and Hobby Lobby - which are separately owned) and constructing 144,557 square feet of gross leasable area (GLA) of new retail space located adjacent to the Von Maur and Target plus two, free-standing, multi-tenant small shops buildings, and four vacant outlots (Outlots D, E, F and G). The total gross leasable area of the finished The Shoppes at College Hills development will equal 430,192 square feet, of which 285,635 square feet is comprised of existing anchor space (Target, Von Maur and Hobby Lobby) and 144,557 square feet of newly constructed retail space.
<b>Appraised Property</b>	<p>This appraisal values The Shoppes at College Hill "as is" and "as stabilized". The appraised property is comprised of 144,557 square feet of retail space built on 803,185 square feet, or 18.44 acres of supporting land plus three vacant lots (Outlots D, E, and F). The total appraised site equals 964,314 square feet, or 22.14 acres, subject to survey.</p> <p>We note that this appraisal assignment <u>does not include</u> the anchor tenant stores (Target, Von Maur and Hobby Lobby) and supporting land.</p>
<b>Assessment and Taxes</b>	Assessed Value (2004) \$1,543,043 Estimated Real Estate Taxes (2004) (payable 2005) \$115,183.88
<b>Zoning</b>	C-3, Community Regional Shopping District
<b>Current Use</b>	The appraised property is a newly constructed "life-style" mall that was part of the redevelopment of a former enclosed regional mall into an open-air "life-style" mall now known as The Shoppes at College Hills.
<b>Highest and Best Use:</b>	
<b>As Vacant</b>	The highest and best use of the appraised property, as though vacant available for development to its highest and best use, is for large-scale commercial development.
<b>As Improved</b>	The highest and best use of the appraised property, as improved, is for continued use a multi-tenant, "life-style" shopping center, as leased.

**"As Is" Outlots D, E, F & G**

<b>Value Indications:</b>	<b><u>Outlot D</u></b>	<b><u>Outlot E</u></b>	<b><u>Outlot F</u></b>	<b><u>Outlot G</u></b>
<b>Cost Approach</b>	\$880,000	\$470,000	\$710,000	\$1,190,000
<b>Market Approach</b>	N/A	N/A	N/A	N/A
<b>Income Approach</b>	N/A	N/A	N/A	N/A
<b>Value Conclusions:</b>	\$880,000	\$470,000	\$710,000	\$1,190,000

**Marketing Period**            12 months

**Exposure Period**            12 months



V.P.D. = VEHICLES PER DAY  
 THE V.P.D. NUMBERS INDICATE  
 AVERAGE DAILY TRAFFIC  
 PROJECTED IN 2004

## SHOPPES AT COLLEGE HILLS NORMAL, ILLINOIS



LEASE  
 PLAN

UNIT	AREA (SQ. FT.)	EST. V.P.D.	REMARKS
1	101,210	101,210	TARGET
2	91,540	91,540	VON MAUR
3	89,885	89,885	HOBBY LOBBY
4	80,010	80,010	SPACE PAD
5	20,500	20,500	PARKING LOT
6	1,080,000	1,080,000	PAD / OUTLOT (1.08 AC)
7	1,480,000	1,480,000	PAD / OUTLOT (1.48 AC)

Illustration 1, 2004

# *Bloomington-Normal*

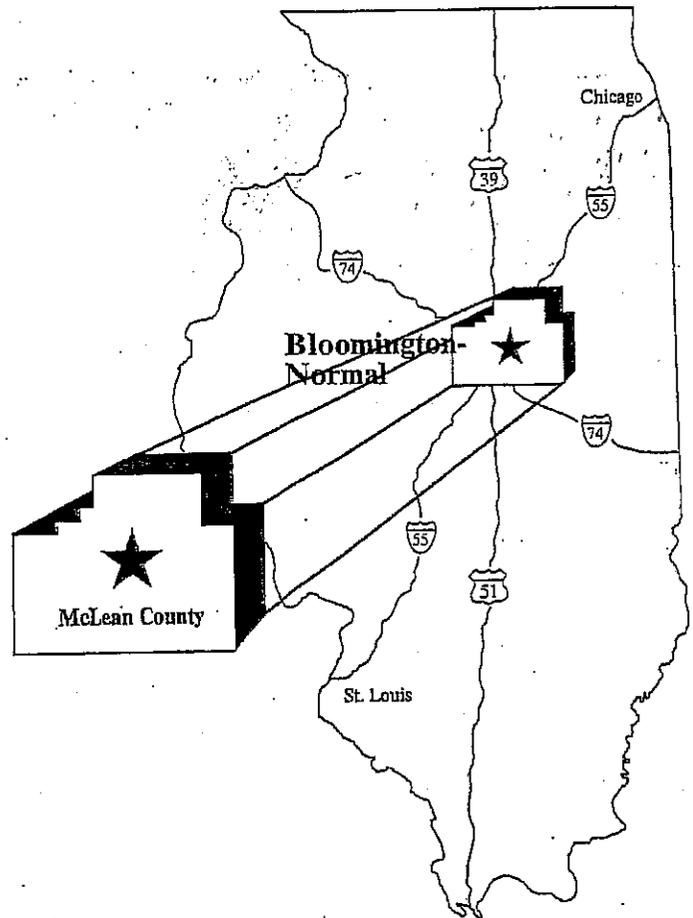
## MCLEAN COUNTY

Bloomington-Normal/McLean County continues to be an economic leader in Illinois. The economy finds its strength in insurance, education, healthcare, agribusiness and industry.

Bloomington-Normal/McLean County is located at the crossroads of Midwest commerce. Converging at the community are Interstates 39, 55 and 74. McLean County is within a three-hour drive of metropolitan centers Chicago, St. Louis and Indianapolis.

The advantages of the Chicago/St. Louis rail corridor make the area attractive for land-based transportation. Rated as one of the top non-hub airports in the nation for growth, the Central Illinois Regional Airport at B-N is a regional hub for air transportation, offering commuter and jet service to major national and international destinations.

Many opportunities remain for entry into Bloomington-Normal/McLean County's dynamic markets. An enterprise zone, tax increment financing and business incentives are available on a case-by-case basis for commercial interests. The area offers a wide range of business development opportunities and residential choices.



# 2005

## Demographic Profile

Economic Development Council • 3201 CIRA Drive • Suite 201 • Bloomington, IL 61704  
Telephone (309) 661-6332 • Fax (309) 661-0743 • [www.bnbiz.org](http://www.bnbiz.org)

EXHIBIT 13

**Major Employers**

1. State Farm Insurance Companies	14,132
2. Illinois State University	8,211
3. COUNTRY Insurance & Financial Services	2,289
4. Mitsubishi Motor Manufacturing	1,979
5. BraMenn Healthcare	1,950
6. Unit 5 School District (Normal)	1,487
7. Anderson Financial Network, Inc.	1,047
8. OSF St. Joseph Medical Center	974
9. McLean County Government	892
10. District 87 Schools (Bloomington)	879
11. City of Bloomington	863
12. Wal-Mart, Inc.	789
13. Verizon Communications	700
14. Town of Normal	648
15. IRS Distribution Center (GADC)	610
16. Illinois Wesleyan University	588
17. Nestle-Baird	440
18. Bloomington Post Office	416
19. Heritage Enterprises	414
20. GROWMARK, Inc.	380
21. Heartland Community College	362
22. Bridgestone/Firestone	354
23. Illinois Agricultural Association	337
24. Chestnut Health Systems	312
25. The Pantagraph	257
26. Stark Excavating & Materials	250
27. MARC Center	245
28. Original Smith Printing	204
29. General Electric Industrial Systems	157

\*Data from 2003. \*\*Data not provided.  
Source: Corporate Human Resource Depts. (Dec. 2004)  
Revised 03/08/05

**Illinois Average Annual Individual Pay**

Metro Area	2003 Avg.	% Change (From 2002)
Bloomington-Normal	\$34,910	-3.84%
Chicago	\$40,190	-7.17%
Champaign-Urbana	\$38,410	4.47%
Decatur	\$32,170	-8.14%
Indianapolis, IN	\$85,750	-2.01%
Kankakee	\$31,890	6.85%
Peoria-Pekin	\$34,050	-0.62%
Rockford	\$34,810	6.07%
St. Louis, MO	\$37,260	1.52%
Springfield	\$35,680	-4.41%

**Population Projections**

Following are 30-year population projections for Central Illinois counties:

County	1990 Population	Estimated 2020 Population
Champaign	173,022	206,420
DeWitt	16,554	N/A
Ford	14,217	N/A
Grundy	32,497	43,583
Iroquois	30,779	29,127
LaSalle	107,090	N/A
Livingston	39,350	N/A
Logan	30,771	33,987
McLean	129,605	165,589
Macon	17,216	18,507
Marshall	12,864	13,858
Mason	16,294	N/A
Peoria	183,076	189,277
Platt	15,554	17,270
Putnam	5,734	5,887
Sangamon	178,738	206,201
Tazewell	123,909	134,180
Woodford	32,316	44,055
<b>State</b>	<b>11.4 million</b>	<b>13.3 million</b>

Sources: Illinois Bureau of Budget (2002), U.S. Census Bureau

**Population Percentages**

Below are census data breakdowns for Bloomington-Normal populations. Information is derived from Woods and Poole Economics, Inc.

Category	Population %
Caucasian	87.0
African-American	7.0
Hispanic	3.0
Asian	3.0

Sources: U.S. Census Bureau

**Area Communities**

Community	1990 Pop.	2000 Pop.
Anchor	178	175
Arrowsmith	313	298
Balflower	406	408
Carlock	418	456
Chenoa	1,732	1,845
Colfax	854	989
Cooksville	211	213
Danvers	981	1,183
Downs	620	776
Ellsworth	224	271
El Paso	2,499	2,695
Gridley	1,304	1,411
Heyworth	1,629	2,431
Hudson	1,006	1,510
LeRoy	2,777	3,332
Lexington	1,810	1,912
McLean	819	808
Saybrook	757	764
Stanford	648	670
Towanda	543	493

Source: U.S. Census Bureau 2001

**Utilities**

- Electricity**  
AmerenIP & Com Belt Energy Corp.
- Natural Gas**  
AmerenIP, Com Belt Energy Corp. & Nicor Gas Co.
- Telephone**  
El Paso Telephone Co.  
Verizon Communications  
Gridley Telephone Co.  
Inland Telephone Co.  
Frontier Communications

- Bloomington Water**  
Source: 2 Lakes  
Storage Capacity: 18 MGD  
Avg. Daily Consumption: 11 MGD  
Peak Consumption: 20 MGD
- Normal Water**  
Source: 14 Wells  
Storage Capacity: 7.5 MGD  
Avg. Daily Consumption: 4.5 MGD  
Peak Consumption: 7 MGD

- Sewer**  
The B-N Water Reclamation District owns and operates a 22 MGD tertiary treatment facility.

**Population**

	1996	1997	1998	1999	2000*	2001	2002	2003
Bloomington	58,367	58,946	59,702	60,872	64,908	66,132	67,417	68,507
Normal	42,219	44,275	44,919	47,919	45,686	46,053	47,078	48,649
McLean City	140,183	141,699	143,366	145,477	150,433	152,113	154,453	156,879

Sources: McLean County Regional Planning, Decennial Census, Special Census

**Tax Structure**

	1998	1999	2000	2001	2002	2003
<b>Bloomington</b>						
Township	0.23675	0.21995	0.22060	0.14473	0.13441	0.1562
City	1.16719	1.14847	1.10580	1.04982	1.01732	1.01064
County	0.98270	0.92513	0.91516	0.93722	0.93064	0.93685
School Dist.	4.45715	4.43063	4.42148	4.40588	4.43752	4.43447
All Others	0.74791	0.77567	0.76140	0.76182	0.82833	0.90009
<b>TOTALS</b>	<b>7.58770</b>	<b>7.49985</b>	<b>7.42444</b>	<b>7.29897</b>	<b>7.34822</b>	<b>7.43825</b>
<b>Normal</b>						
Township	0.08512	0.10699	0.10605	0.10233	0.12649	0.12399
City	0.70223	0.69064	0.68647	0.74427	0.72823	0.83987
County	0.98270	0.92513	0.91516	0.93722	0.93064	0.93685
School Dist.	4.19691	4.19996	4.43254	4.35044	4.34413	4.43031
All Others	0.93752	0.95588	0.94359	0.94372	0.95181	1.03216
<b>TOTALS</b>	<b>6.90448</b>	<b>6.87860</b>	<b>7.08381</b>	<b>7.07798</b>	<b>7.08130</b>	<b>7.36318</b>

Source: McLean County Supervisor of Assessments. Property is assessed at 33.33% of fair-market value. The tax rate is applied to each \$100.00 of assessed value. 2004 figures not available until June 2005.

**Education**

Elementary Schools	Students
<b>Unit 5</b>	<b>\$8,609</b>
Brigham Elementary	375
Carlock Elementary	127
Colene Hoose Elementary	569
Eugene Field Elementary	143
Fairview Elementary	390
Fox Creek Elementary	300
Glenn Elementary	269
Grove Elementary	461
Hudson Elementary	218
Oakdale Elementary	471
Northpoint Elementary	659
Oakland Elementary	452
Parkside Elementary	324
Pepper Ridge Elementary	533
PrairieLand Elementary	583
Sugar Creek Elementary	313
Towanda Elementary	120
<b>District 87</b>	
Bent Elementary	314
Irving Elementary	400
Mulberry Elementary	83
St. Clare Elementary	368
Sheridan Elementary	502
Washington Elementary	411
<b>ISU Laboratory School</b>	
Thomas Metcalf Elementary (K-B)	424
<b>Academies / Junior High Schools</b>	
Bloomington Junior High	1354
Calvary Baptist Academy (grades 1-8)	337
Central Junior High	850
Chesterbrook Academy	600
Chiddix Junior High School	850
Cornerstone Christian Academy (grades 1-8)	418
Holy Trinity	597
Kingsley Junior High	1015
Parkside Junior High School	877
Trinity Lutheran School (grades 1-8)	376
St. Mary's Catholic Elementary	**
Trinity Lutheran School (grades 1-8)	376

High Schools	Students
<b>Unit 5</b>	<b>10,932</b>
Normal Community High School	1,642
Normal Community West High School	1,485
<b>ISU Laboratory School</b>	
University High School	615
<b>District 87</b>	<b>5,547</b>
Bloomington High School	1,546
<b>Private/Parochial</b>	
Calvary Baptist Academy (grades 9-12)	400
Central Catholic High School	**
<b>Alternative Schools</b>	
Bloomington Area Vocational Center	414
Regional Alternative School	250
Stevenson School	515
<b>Non-Public Special Education Facility</b>	
Hammitt School (K-B)	105
Hammitt High School	32

**Heartland Community College**

HCC was established in 1990, and classes were first offered in the fall of 1991. Since then, enrollment has grown to 4,708 credit students and 4,475 non-credit students. HCC offers associate and transfer degrees and certificates in 58 different areas.

**Illinois State University**

Founded in 1857, ISU was the first public university in Illinois. With an enrollment of over 20,705 and a faculty and staff numbering 3,304, ISU has six colleges and 35 academic departments offering more than 160 fields of study.

**Illinois Wesleyan University**

A private university founded in 1850, IWU has a student enrollment of 2,099 undergraduates. Recognized as one of the nation's premier private residential liberal arts universities, IWU offers 39 majors and three pre-professional programs with 578 faculty and staff members.

**Lincoln College - Normal**

Lincoln College's Normal campus, a private residential college, offers academic and vocational programs to 350 students. Accredited by the North Central Association, Lincoln offers associate degrees as well as bachelor's degrees in business management and liberal arts with a student/faculty ratio of 14:1.

SOURCE: The figures contained herein were compiled from a survey of the Bloomington-Normal area school districts conducted by the Economic Development Council of the Bloomington-Normal area in November 2004. Figures not directly retrieved from schools were taken from the 2004 Illinois School Report Cards. \*\*Data unknown. Revised 3/11/05

**State of Illinois Taxes**

**Corporate Income Tax**—Based on reported federal income. The rate is 7.3% based on a 4.8% income tax and 2.5% replacement tax.

**Sales/Use Tax**—Sales tax of 6.25% is imposed on the purchase price of tangible personal property for use or consumption.

**Property**—State property tax is assessed at 33.3% of assessed valuation.

**Unemployment Compensation**—Average rate 3.4%. Maximum rate is usually 6.8%. Average payroll tax is 3.1% on the first \$9,000 paid to each employee. Average worker's comp rate is 6.48% for manufacturing.

Source: Illinois Department of Revenue

**Customized Training**

- Illinois State University (309) 438-2251
- Heartland Comm. College (309) 268-8000
- Lincoln College (309) 452-0500

**Outlying McLean County Districts**

School District	H.S. Enrollment	PK-Jr. High Enrollment	Telephone
El Paso-Gridley*	380	950	(309) 527-4410
Heyworth**	371	521	(309) 473-3727
LeRoy	222	600	(309) 962-4211
Lexington	154	409	(309) 365-4141
Olympia	681	1,550	(309) 379-6011
Prairie Central	605	1,284	(815) 657-8237
Ridgeview	241	435	(309) 723-5111
Tri-Valley	299	709	(309) 378-2351

\*Information obtained from the Superintendent's Office.  
\*\*Jr. High is combined with H.S. and included in H.S. enrollment only.

## Retail Sales

Estimated Annual Retail Sales by Community and Business Type, 2003

	General Merchandise	Food Stores	Eating & Drinking Places	Apparel & Related	Furniture & Related
McLean County					
Town of Normal	\$159,515,292	\$81,204,664	\$60,981,916	\$169,609	\$26,015,449
City of Bloomington	\$185,626,568	\$140,037,856	\$134,881,598	\$42,011,759	\$887,097
<b>Total</b>	<b>\$345,141,860</b>	<b>\$221,272,520</b>	<b>\$195,863,514</b>	<b>\$42,181,368</b>	<b>\$23,902,546</b>

	Building Materials	Automotive & Related	Drugs & Related	Mfg. & Agriculture	Total Sales
McLean County					\$539,779,481
Town of Normal	\$53,759,339	\$79,241,583	\$66,095,974	\$38,781,164	\$1,087,346,793
City of Bloomington	\$898,287	\$301,378,408	\$147,264,801	\$134,360,419	\$1,627,126,274
<b>Total</b>	<b>\$54,657,626</b>	<b>\$1,09,379,431</b>	<b>\$213,360,775</b>	<b>\$173,141,583</b>	

SOURCE: Illinois Department of Revenue, Retail Sales Tax Receipts. Revised: 12/18/04

Retail Sales Growth by Community (2000-2003)

City	2000	2001	2002	2003
Normal	558,181,530	569,782,396	567,175,163	579,586,221
Bloomington	1,149,394,044	1,203,627,793	1,177,953,202	1,264,099,821
<b>Total</b>	<b>1,702,575,574</b>	<b>1,773,410,189</b>	<b>1,745,128,365</b>	<b>1,843,686,050</b>

Retail Sales Growth by Store Group (2000-2003)

Store Group	2000	2001	2002	2003
General Merchandise	249,462,673	282,118,383	298,049,980	345,141,800
Food Stores	193,373,054	214,407,831	228,536,702	221,272,520
Eating & Drinking Places	195,450,258	190,565,220	192,502,332	195,863,472
Apparel and Related	58,857,826	59,396,298	56,526,945	43,707,648
Furniture and Related	31,195,392	15,384,798	108,650,798	111,725,160
Bldg. Materials, Hardware	98,745,227	100,666,821	133,828,755	143,588,048
Automotive & Related	362,610,141	360,847,939	355,941,933	380,619,391
Drugs Stores and Related	185,751,559	202,056,922	210,248,806	213,360,775
Mfg. and Agriculture	224,449,444	191,965,977	165,844,115	1,509,798,202
<b>Total</b>	<b>1,702,575,574</b>	<b>1,773,410,189</b>	<b>1,745,128,365</b>	<b>1,843,686,050</b>

SOURCE: Illinois Department of Revenue, Retail Sales Tax Receipts for the 2004 Calendar Year have not yet been tabulated by the Illinois Dept. of Revenue. Revised: 12/18/04

## Governmental Offices

City of Bloomington Administration 109 E. Olive Bloomington, IL 61701 (309) 434-2509	Town of Normal 100 E. Phoenix Normal, IL 61761 (309) 454-2444
County of McLean Administration 115 E. Washington St. Bloomington, IL 61701 (309) 888-5001	City of Bloomington Planning, Zoning & Building 115 E. Washington St. Bloomington, IL 61701

## Climate

	Jan.	April	July	Oct.
Mean Temp.	21.6	54.2	75	54.8
Precip. (inches)	.57	2.95	9.83	1.95

Note: All temperatures are given in degrees Fahrenheit.  
Source: 2003 Climatological Observations, Ill. State Univ.

## Effective Buying Income

For the ninth consecutive year, Bloomington-Normal rated first in downstate Illinois in household effective buying income in 2003. EBI is money income less personal tax and non-tax payments or "disposable" or "after-tax" income.

Metro-Area	2003 Avg EBI	Projected 2008 Avg EBI
Bloomington-Normal	\$51,299	\$59,110
Champaign-Urbana	\$43,040	\$48,740
Decatur	\$42,158	\$47,424
Peoria	\$45,480	\$51,594
Springfield	\$48,319	\$55,592
Chicago	\$59,607	\$68,351
Illinois	\$53,463	\$61,086
United States	\$48,798	\$55,804

Sources: Sales & Marketing Management, 2003 Survey of Buying Power

## Regional Major Metro Areas (distance from B-N)

Chicago, IL	130 Miles	Kansas City, MO	405 Miles
Cincinnati, OH	285 Miles	Louisville, KY	290 Miles
Detroit, MI	390 Miles	Milwaukee, WI	210 Miles
Indianapolis, IN	175 Miles	St. Louis, MO	165 Miles

### Government Representation

McLean County is represented in state government by state senators from the 53<sup>rd</sup> and 44<sup>th</sup> districts. The county lies within the following state house districts: the 87<sup>th</sup>, 105<sup>th</sup> and 106<sup>th</sup>. McLean County is part of the 15<sup>th</sup> U.S. Congressional District.

### Market Area

The Bloomington-Normal Metropolitan Statistical Area (MSA) encompasses all of McLean County. The MSA is Illinois' largest geographically taking in close to 1,200 square miles. The MSA includes more than 20 rural communities in addition to the B-N metro area.

### Non-Farm Emp. Sectors

Sector	Employment 2002
Goods Producing	10,900
Service Providing	82,200
Construction/Mining	5,600
Manufacturing	7,200
Durable Goods	4,700
Nondurable Goods	2,500
Transportation/Utilities	1,800
Trade	13,600
Wholesale	2,400
Retail	9,400
Finance & Insurance	11,700
Miscellaneous Services	29,500
Government	15,500
Education	4,200

Source: Illinois Dept. of Employment Security. Regional figures rounded. Figures for B-N MSA. 2003 figures unavailable until March of 2004.

### County Labor Force

	2000	2001	2002	2003	2004
Labor Force	94,026	94,813	95,025	91,591	83,256
Employment	91,708	92,521	92,447	88,928	79,422
Unemployed	2,318	2,292	2,578	2,663	3,834
Rate	2.5%	2.4%	2.7%	2.9%	4.6%

Source: Illinois Department of Employment Security (Revised 3/2/05). Figures have been seasonally adjusted.

### Key Community Contacts

City of Bloomington	(309) 434-2509
Town of Normal	(309) 454-2444
County of McLean	(309) 888-5001
Regional Planning	(309) 828-4331
Association of Realtors	(309) 829-3341
Employment Security (IDES)	(309) 827-6237
Ill. Empl. & Training Center	(309) 827-4026
Better Business Bureau (Peoria Region Office)	(309) 688-3741
Zoning (Bloomington)	(309) 434-2240
Zoning (Normal)	(309) 454-9508

### Population Trends

#### Population Growth Projections by Gender, Age, Race (2000-2030)

Population by Gender	1995	2000	2005	2010	2015	2020	2025	2030	% change
Female	73,010	77,940	83,140	88,830	94,770	10,920	107,660	115,470	58.1
Male	67,940	72,950	78,510	84,940	91,510	98,220	104,850	111,130	63.5
<b>Total Persons</b>	<b>140,950</b>	<b>150,890</b>	<b>161,650</b>	<b>173,770</b>	<b>186,280</b>	<b>199,140</b>	<b>212,510</b>	<b>226,600</b>	<b>60.7</b>

Population by Age	1995	2000	2005	2010	2015	2020	2025	2030	% change
19 years and under	41,280	43,640	45,220	48,190	51,430	56,280	60,670	54,022	30.9
20-24 years	17,760	19,920	19,130	20,030	21,120	20,480	22,540	24,900	40.2
25-34 years	21,650	21,270	24,770	21,270	25,360	26,780	27,160	28,160	30.0
35-44 years	22,040	22,540	22,300	23,110	26,210	26,970	26,370	27,680	25.5
45-54 years	14,580	18,500	21,270	22,790	22,760	23,870	26,870	27,300	87.2
55-64 years	9,490	10,380	13,900	17,730	20,560	22,160	22,150	23,380	146.8
65 years and over	14,170	14,640	15,060	16,180	18,840	22,590	28,760	30,240	113.4

Median Age	1995	2000	2005	2010	2015	2020	2025	2030	% change
	31	30	31	32	33	33	33	33	

Population by Race	1995	2000	2005	2010	2015	2020	2025	2030	% change
White	128,130	133,600	141,150	150,650	160,380	170,480	181,220	192,580	50.8
Black	7,510	9,860	10,970	12,130	13,370	14,570	15,630	16,680	122.1
Hispanic	2,600	3,880	4,990	5,550	6,210	6,880	7,600	8,350	221.1
Other race	2,700	3,550	4,530	5,440	6,320	7,200	8,870	8,990	232.9
<b>Total Persons</b>	<b>140,950</b>	<b>150,890</b>	<b>161,650</b>	<b>173,770</b>	<b>186,280</b>	<b>199,140</b>	<b>212,510</b>	<b>226,600</b>	<b>60.7</b>

#### Population Growth Projections by Household, Income Group (1995-2030)

Household by Income	1995	2000	2005	2010	2015	2020	2025	2030	% change
\$19,999 and under	10,910	10,600	10,630	10,420	10,050	9,570	8,890	82,800	658.9
\$20,000-\$29,999	6,790	6,810	6,820	6,690	6,450	6,140	5,710	5,260	-22.5
\$30,000-\$59,999	17,640	18,160	19,270	19,720	19,200	18,290	16,990	15,670	-11.1
\$60,000-\$74,999	6,070	7,080	8,450	10,310	12,510	14,140	14,700	13,880	-128.6
\$75,000-\$99,999	5,200	6,650	7,940	9,690	11,820	14,300	17,410	20,960	43.0
\$100,000-\$149,999	4,260	5,450	6,510	7,940	9,690	14,300	14,270	17,230	304.4
\$150,000 and over	1,600	2,280	2,720	3,320	4,050	4,890	5,960	7,200	3.5
<b>Total Households</b>	<b>52,460</b>	<b>57,020</b>	<b>62,330</b>	<b>68,060</b>	<b>73,760</b>	<b>79,040</b>	<b>83,910</b>	<b>88,400</b>	<b>68.5</b>

Mean Household Income (1996 \$)	\$59,596	\$69,253	\$72,866	\$76,828	\$81,621	\$87,675	\$95,002	\$103,682	73.9
Per Capita Income (1996 \$)	\$23,592	\$27,840	\$29,769	\$31,748	\$33,943	\$36,434	\$39,226	\$42,320	0.0
Persons/Household	2.49	2.45	2.41	2.39	2.37	2.38	2.39	2.42	—

NOTE: Numbers may not add due to rounding. SOURCE: Woods and Poole Economics, Inc., 2004. Revised 10/26/2004

### Population History

Total Population (1970-2000)

Municipalities	1970	1980	1990	2000
Anchor	200	192	178	175
Arrowsmith	305	292	313	298
Bellflower	400	421	405	408
Bloomington	40,550	44,189	57,707	64,808
Carlock	378	410	418	456
Chenoa	1,860	1,847	1,732	1,845
Colfax	935	920	854	989
Cooksville	241	259	211	213
Danvers	854	921	981	1,183
Downs	651	561	520	778
Ellsworth	259	244	224	271
El Paso	2,291	2,676	2,499	2,695
Gridley	1,007	1,246	1,304	1,411
Hayworth	1,441	1,598	2,027	1,431
Hudson	802	929	1,006	1,510
Le Roy	2,435	2,870	3,162	3,332
Lexington	1,615	1,806	1,810	1,912
McLean	820	836	819	808
Normal	61,843	37,765	40,023	45,386
Saybrook	814	882	767	764
Stanford	657	720	648	670
Towanda	578	530	543	49
<b>Total</b>	<b>90,431</b>	<b>102,214</b>	<b>118,251</b>	<b>131,390</b>
State of Illinois	10,944,993	11,426,518	11,430,602	12,419,293
United States	205,052,174	227,224,681	249,464,396	281,421,906

SOURCE: Illinois Bluebook, Bloomington Public Library. Revised 10/16/04

### Home Sales

Year	Sales	Avg. Price
2004	2,827	\$161,135
2003	2,868	\$153,328
2002	2,799	\$144,641
2001	2,845	\$139,322
2000	2,353	\$134,351
1999	2,621	\$181,768
1998	2,769	\$126,927
1997	2,170	\$120,645

Source: E-N Association of Realtors

### Assessed Value (millions)

Year	Blm	Nml	County
2003	\$1,352.0	\$585.7	\$2,915.0
2002	\$1,192.0	\$587.2	\$2,778.9
2001	\$932.0	\$588.7	\$2,627.9
2000	\$885.0	\$543.1	\$2,475.2
1999	\$849.3	\$514.4	\$2,338.7
1998	\$825.7	\$487.5	\$2,218.6
1997	\$924.7	\$417.4	\$2,055.1

Source: McLean County Supervisor of Assessments

### Single-Family and Multi-Family Housing

Category	1997 Annual Units/Value	1998 Annual Units/Value	1999 Annual Units/Value	2000 Annual Units/Value
<b>Single-Family Homes</b>				
Normal	116 / \$9,675,450	139 / \$12,223,300	135 / \$11,821,300	64 / \$5,609,000
Bloomington	440 / \$37,254,940	489 / \$44,455,144	587 / \$54,565,770	373 / \$40,951,970
<b>Totals</b>	<b>556 / \$46,930,390</b>	<b>628 / \$56,678,444</b>	<b>672 / \$66,387,070</b>	<b>437 / \$46,560,970</b>
<b>Single-Family Homes</b>				
Normal	251 / \$18,968,651	284 / \$26,086,870	348 / \$32,411,000	269 / \$24,980,500
Bloomington	509 / \$57,124,357	428 / \$51,122,959	445 / \$54,895,928	485 / \$64,267,158
<b>Totals</b>	<b>760 / \$76,093,008</b>	<b>712 / \$77,209,823</b>	<b>788 / \$87,246,928</b>	<b>702 / \$89,247,658</b>
<b>Multi-Family Housing</b>				
Normal	129 / \$3,832,000	190 / \$4,863,000	202 / \$4,067,000	152 / \$4,309,500
Bloomington	134 / \$8,689,000	332 / \$9,870,000	167 / \$4,190,500	157 / \$3,078,000
<b>Totals</b>	<b>263 / \$7,021,000</b>	<b>522 / \$14,233,000</b>	<b>218 / \$8,257,500</b>	<b>165 / \$7,387,500</b>
<b>Multi-Family Housing</b>				
Normal	217 / \$9,952,090	144 / \$6,218,638	169 / \$5,877,584	76 / \$4,248,495
Bloomington	371 / \$10,880,000	568 / \$18,280,382	438 / \$19,186,770	128 / \$3,040,000
<b>Totals</b>	<b>588 / \$20,832,090</b>	<b>712 / \$24,498,965</b>	<b>607 / \$25,064,354</b>	<b>199 / \$17,288,495</b>

SOURCE: City Hall of Bloomington and City Hall of the Town of Normal. Single-Family figures include one-family and two-family permits and values. Multi-Family figures only include multi-family permits and value. Revised 3/14/05

### Non-Residential Commercial Construction

Category	1997 Annual Permits/Value	1998 Annual Permits/Value	1999 Annual Permits/Value	2000 Annual Permits/Value
<b>Non-Residential Construction</b>				
Normal	14 / \$6,125,000	28 / \$4,520,000	25 / \$8,927,000	39 / \$29,249,155
Bloomington	31 / \$5,228,740	25 / \$4,304,307	43 / \$24,901,563	70 / \$10,844,979
<b>Totals</b>	<b>45 / \$11,353,740</b>	<b>53 / \$8,824,307</b>	<b>68 / \$33,828,000</b>	<b>109 / \$40,094,134</b>
<b>Non-Residential Construction</b>				
Normal	21 / \$46,840,246	27 / \$20,236,755	11 / \$9,807,484	16 / \$18,155,263
Bloomington	78 / \$2,271,206	160 / \$1,936,451	136 / \$4,813,835	207 / \$38,799,423
<b>Totals</b>	<b>99 / \$48,911,452</b>	<b>187 / \$22,173,206</b>	<b>147 / \$14,621,319</b>	<b>223 / \$56,954,686</b>
<b>Total Construction</b>				
Bloomington-Normal	1997 Annual Value: \$65,303,130	1998 Annual Value: \$109,735,751	1999 Annual Value: \$87,777,033	2000 Annual Value: \$94,042,604
Bloomington-Normal	2001 Annual Value: \$145,836,550	2002 Annual Value: \$123,881,994	2003 Annual Value: \$126,932,601	2004 Annual Value: \$164,090,839

SOURCE: City Hall of Bloomington and City Hall of the Town of Normal. Revised 3/14/05

### Roadways

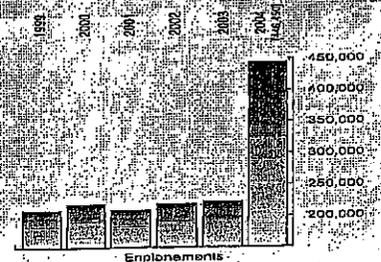
Interstate 55	N/S
Interstate 74	EW
Interstate 39 (U.S. 51)	N/S
U.S. 150	NW/SE
Illinois 9	EW

### McLean County Ground Transportation

- Rail-Freight:** Canadian National, Norfolk Southern, Union-Pacific, Southern-Pacific
- Passenger:** Amtrak
- Motor-Freight Haulers:** 30 Servicing Area
- Bus:** Bloomington-Normal Transit (Local), Peoria Charter (Regional, National), Ill. Swallow (Regional Charter/Hour), Brewer Charter (Regional Charter), Monticello Bus Service (Charter), Greyhound (National), Burlington Railways (National)

### Central Illinois Regional Airport

Five airlines serve the airport—Airtran, American Eagle, American Connection, Northwest Airlink and United Express. Access to the world is available from CIRA with daily jet service to and from four hubs. Five car rentals serve customers from the terminal—Hertz, National, Avis, Alamo and Enterprise.



Lat/Lon: 40.5104/-88.9533

RF5

**Veterans Pkwy & E College Ave  
 Normal, Illinois**

1.00 mi radius      3.00 mi radius      5.00 mi radius

**Population**

Estimated Population (2004)	7,782		71,957		110,335	
Census Population (1990)	7,076		64,004		92,361	
Census Population (2000)	7,755		70,538		106,013	
Projected Population (2009)	7,939		73,746		115,662	
Forecasted Population (2014)	8,041		75,508		120,989	
Historical Annual Growth (1990 to 2000)	679	1.0%	6,534	1.0%	13,652	1.5%
Historical Annual Growth (2000 to 2004)	27	0.1%	1,420	0.5%	4,322	1.0%
Projected Annual Growth (2004 to 2009)	157	0.4%	1,789	0.5%	5,327	1.0%
Est. Population Density (2004)	2,479.21	psm	2,550.24	psm	1,406.85	psm
Trade Area Size	3.14	sq mi	28.22	sq mi	78.43	sq mi

**Households**

Estimated Households (2004)	3,329		26,559		42,288	
Census Households (1990)	2,673		21,922		33,358	
Census Households (2000)	3,258		25,877		40,281	
Projected Households (2009)	3,437		27,556		44,838	
Forecasted Households (2014)	3,535		28,464		47,335	
Households with Children (2004)	1,033	31.0%	7,273	27.4%	12,538	29.6%
Average Household Size (2004)	2.33		2.30		2.33	

**Average Household Income**

Est. Average Household Income (2004)	\$74,368		\$66,663		\$66,357
Proj. Average Household Income (2009)	\$79,967		\$72,159		\$72,361
Average Family Income (2004)	\$92,253		\$91,045		\$88,358

**Median Household Income**

Est. Median Household Income (2004)	\$59,791		\$51,107		\$51,373
Proj. Median Household Income (2009)	\$66,820		\$57,245		\$57,901
Median Family Income (2004)	\$72,531		\$68,348		\$66,910

**Per Capita Income**

Est. Per Capita Income (2004)	\$31,875		\$25,430		\$26,054	
Proj. Per Capita Income (2009)	\$34,685		\$27,862		\$28,715	
Per Capita Income Est. 5 year change	\$2,810	8.8%	\$2,432	9.6%	\$2,661	10.2%

**Other Income**

Est. Median Disposable Income (2004)	\$49,509		\$42,903		\$42,986	
Est. Median Disposable Income (2009)	\$54,700		\$47,396		\$47,674	
Disposable Income Est. 5 year change	\$5,191	10.5%	\$4,493	10.5%	\$4,689	10.9%
Est. Median Household Net Worth (2004)	\$42,516		\$36,463		\$37,179	

**Daytime Demos**

Total Number of Businesses (2004)	385		3,063		4,492	
Total Number of Employees (2004)	6,065		55,292		74,679	
Company Headqtrs: Businesses (2004)	2	0.6%	23	0.7%	25	0.6%
Company Headqtrs: Employees (2004)	257	4.2%	12,827	23.2%	13,144	17.6%
Unemployment Rate (2004)	1.90%		6.40%		5.30%	
Employee Population per Business	15.8 to 1		18.1 to 1		16.6 to 1	
Residential Population per Business	20.2 to 1		23.5 to 1		24.6 to 1	

This report was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty.

EXHIBIT 14

Lat/Lon: 40.5104/-88.9533

RF5

**Veterans Pkwy & E College Ave  
 Normal, Illinois**

1.00 mi radius      3.00 mi radius      5.00 mi radius

	1.00 mi radius		3.00 mi radius		5.00 mi radius	
<b>Race &amp; Ethnicity</b>						
White (2004)	6,823	87.7%	62,435	86.8%	94,531	85.7%
Black or African American (2004)	523	6.7%	5,213	7.2%	9,415	8.5%
American Indian & Alaska Native (2004)	13	0.2%	127	0.2%	191	0.2%
Asian (2004)	247	3.2%	2,187	3.0%	2,963	2.7%
Hawaiian & Pacific Islander (2004)	1	0.0%	31	0.0%	44	0.0%
Other Race (2004)	72	0.9%	884	1.2%	1,407	1.3%
Two or More Races (2004)	103	1.3%	1,081	1.5%	1,783	1.6%
Not Hispanic or Latino Population (2004)	7,581	97.4%	69,204	96.2%	105,853	95.9%
Hispanic or Latino Population (2004)	201	2.6%	2,754	3.8%	4,482	4.1%
Not of Hispanic Origin Population (1990)	6,996	98.9%	63,076	98.5%	90,923	98.4%
Hispanic Origin Population (1990)	79	1.1%	928	1.5%	1,438	1.6%
Not Hispanic or Latino Population (2000)	7,608	98.1%	68,549	97.2%	102,820	97.0%
Hispanic or Latino Population (2000)	147	1.9%	1,988	2.8%	3,193	3.0%
Not Hispanic or Latino Population (2009)	7,668	96.6%	70,021	94.9%	109,500	94.7%
Hispanic or Latino Population (2009)	271	3.4%	3,725	5.1%	6,161	5.3%
Hist. Hispanic Ann Growth (1990 to 2004)	122	11.0%	1,826	14.0%	3,044	15.1%
Proj. Hispanic Ann Growth (2004 to 2009)	70	6.9%	971	7.1%	1,679	7.5%
<b>Age Distribution</b>						
Age 0 to 4 yrs (2004)	483	6.2%	3,924	5.5%	6,724	6.1%
Age 5 to 9 yrs (2004)	513	6.6%	3,772	5.2%	6,499	5.9%
Age 10 to 14 yrs (2004)	534	6.9%	3,676	5.1%	6,373	5.8%
Age 15 to 19 yrs (2004)	398	5.1%	7,728	10.7%	9,878	9.0%
Age 20 to 24 yrs (2004)	527	6.8%	12,680	17.6%	15,520	14.1%
Age 25 to 29 yrs (2004)	782	10.0%	7,076	9.8%	11,159	10.1%
Age 30 to 34 yrs (2004)	590	7.6%	5,028	7.0%	8,187	7.4%
Age 35 to 39 yrs (2004)	561	7.2%	4,334	6.0%	7,232	6.6%
Age 40 to 44 yrs (2004)	559	7.2%	4,281	5.9%	7,237	6.6%
Age 45 to 49 yrs (2004)	577	7.4%	4,212	5.9%	6,951	6.3%
Age 50 to 54 yrs (2004)	547	7.0%	3,725	5.2%	6,268	5.7%
Age 55 to 59 yrs (2004)	483	6.2%	2,816	3.9%	4,648	4.2%
Age 60 to 64 yrs (2004)	326	4.2%	2,128	3.0%	3,474	3.1%
Age 65 to 74 yrs (2004)	515	6.6%	3,152	4.4%	4,998	4.5%
Age 75 to 84 yrs (2004)	300	3.9%	2,370	3.3%	3,590	3.3%
Age 85 yrs plus (2004)	86	1.1%	1,056	1.5%	1,597	1.4%
Median Age (2004)	35.9 yrs		30.5 yrs		31.3 yrs	
<b>Gender Age Distribution</b>						
Female Population (2004)	4,103	52.7%	37,564	52.2%	57,316	51.9%
Age 0 to 19 yrs (2004)	962	23.4%	9,883	26.3%	14,927	26.0%
Age 20 to 64 yrs (2004)	2,612	63.7%	23,690	63.1%	36,242	63.2%
Age 65 yrs plus (2004)	529	12.9%	3,991	10.6%	6,147	10.7%
Female Median Age (2004)	36.8 yrs		31.3 yrs		32.2 yrs	
Male Population (2004)	3,679	47.3%	34,394	47.8%	53,019	48.1%
Age 0 to 19 yrs (2004)	966	26.2%	9,216	26.8%	14,546	27.4%
Age 20 to 64 yrs (2004)	2,342	63.7%	22,591	65.7%	34,434	64.9%
Age 65 yrs plus (2004)	371	10.1%	2,587	7.5%	4,038	7.6%
Male Median Age (2004)	34.9 yrs		29.8 yrs		30.6 yrs	

This report was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty.

Lat/Lon: 40.5104/-88.9533

RF5

**Veterans Pkwy & E College Ave  
 Normal, Illinois**

1.00 mi radius      3.00 mi radius      5.00 mi radius

	1.00 mi radius		3.00 mi radius		5.00 mi radius	
<b>Household Income Distribution</b>						
HH Income \$200,000 or More (2004)	70	2.1%	528	2.0%	839	2.0%
HH Income \$150,000 to \$199,999 (2004)	71	2.1%	590	2.2%	1,029	2.4%
HH Income \$100,000 to \$149,999 (2004)	473	14.2%	2,926	11.0%	4,753	11.2%
HH Income \$75,000 to \$99,999 (2004)	525	15.8%	3,419	12.9%	5,206	12.3%
HH Income \$50,000 to \$74,999 (2004)	757	22.7%	5,434	20.5%	8,367	19.8%
HH Income \$35,000 to \$49,999 (2004)	540	16.2%	4,016	15.1%	6,419	15.2%
HH Income \$25,000 to \$34,999 (2004)	366	11.0%	3,150	11.9%	4,829	11.4%
HH Income \$15,000 to \$24,999 (2004)	286	8.6%	3,031	11.4%	4,960	11.7%
HH Income \$0 to \$14,999 (2004)	243	7.3%	3,465	13.0%	5,886	13.9%
HH Income \$35,000+ (2004)	2,435	73.2%	16,913	63.7%	26,613	62.9%
HH Income \$75,000+ (2004)	1,139	34.2%	7,463	28.1%	11,827	28.0%
<b>Housing</b>						
Total Housing Units (2004)	3,433		27,759		44,590	
Housing Units, Occupied (2004)	3,329	97.0%	26,559	95.7%	42,288	94.8%
Housing Units, Owner-Occupied (2004)	2,203	66.2%	15,249	57.4%	25,514	60.3%
Housing Units, Renter-Occupied (2004)	1,126	33.8%	11,310	42.6%	16,774	39.7%
Housing Units, Vacant (2004)	104	3.0%	1,199	4.3%	2,302	5.2%
Median Years in Residence (2004)	5.1	yrs	3.6	yrs	3.6	yrs
<b>Marital Status</b>						
Never Married (2004)	1,698	27.2%	25,148	41.5%	34,252	37.7%
Now Married (2004)	3,479	55.6%	23,460	38.7%	38,079	42.0%
Separated (2004)	199	3.2%	5,101	8.4%	6,446	7.1%
Widowed (2004)	517	8.3%	4,435	7.3%	7,979	8.8%
Divorced (2004)	359	5.7%	2,442	4.0%	3,983	4.4%
<b>Household Type</b>						
Population Family (2004)	6,045	77.7%	41,068	57.1%	69,548	63.0%
Population Non-Family (2004)	1,704	21.9%	20,038	27.8%	28,995	26.3%
Population Group Qtrs (2004)	34	0.4%	10,851	15.1%	11,793	10.7%
Family Households (2004)	2,083	62.6%	14,068	53.0%	23,562	55.7%
Married Couple With Children (2004)	771	22.2%	5,340	22.8%	8,801	23.1%
Average Family Household Size (2004)	2.90		2.92		2.95	
Non-Family Households (2004)	1,246	37.4%	12,491	47.0%	18,726	44.3%
<b>Household Size</b>						
1 Person Households (2004)	847	25.4%	7,167	27.0%	11,353	26.8%
2 Person Households (2004)	1,266	38.0%	9,683	36.5%	15,070	35.6%
3 Person Households (2004)	509	15.3%	4,012	15.1%	6,583	15.6%
4 Person Households (2004)	464	13.9%	3,857	14.5%	6,078	14.4%
5 Person Households (2004)	183	5.5%	1,341	5.0%	2,246	5.3%
6+ Person Households (2004)	60	1.8%	499	1.9%	958	2.3%
<b>Household Vehicles</b>						
Total Vehicles Available (2004)	5,624		46,348		72,474	
Household: 0 Vehicles Available (2004)	195	5.8%	1,719	6.5%	3,048	7.2%
Household: 1 Vehicles Available (2004)	1,150	34.6%	10,001	37.7%	15,774	37.3%
Household: 2+ Vehicles Available (2004)	1,984	59.6%	14,839	55.9%	23,466	55.5%
Average Vehicles Per Household (2004)	1.7		1.7		1.7	

This report was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty.

Lat/Lon: 40.5104/-88.9533

RF5

**Veterans Pkwy & E College Ave  
 Normal, Illinois**

1.00 mi radius      3.00 mi radius      5.00 mi radius

	1.00 mi radius		3.00 mi radius		5.00 mi radius	
<b>Labor Force</b>						
Est. Labor: Population Age 16+ (2004)	6,243		59,132		89,177	
Est. Civilian Employed (2004)	4,384	70.2%	38,535	65.2%	59,539	66.8%
Est. Civilian Unemployed (2004)	116	1.9%	3,768	6.4%	4,685	5.3%
Est. in Armed Forces (2004)	0		38	0.1%	66	0.1%
Est. not in Labor Force (2004)	1,742	27.9%	16,792	28.4%	24,888	27.9%
<b>Occupation</b>						
Occupation: Population Age 16+ (2000)	4,280		38,243		57,256	
Mgmt, Business, & Financial Operations (20C Professional and Related (2000)	766	17.9%	5,713	14.9%	8,623	15.1%
Service (2000)	1,145	26.7%	9,318	24.4%	13,173	23.0%
Sales and Office (2000)	460	10.7%	6,340	16.6%	9,386	16.4%
Farming, Fishing, and Forestry (2000)	1,329	31.1%	11,578	30.3%	17,105	29.9%
Construct, Extraction, & Maintenance (2000)	5	0.1%	60	0.2%	87	0.2%
Production, Transp. & Material Moving (2000)	232	5.4%	2,086	5.5%	3,481	6.1%
Percent White Collar Workers (2000)	343	8.0%	3,149	8.2%	5,400	9.4%
Percent Blue Collar Workers (2000)		75.7%		69.6%		67.9%
		24.3%		30.4%		32.1%
<b>Consumer Expenditure (in \$,000,000s)</b>						
Total Household Expenditure (2004)	\$172		\$1,281		\$1,995	
Total Non-Retail Expenditures (2004)	\$99	57.6%	\$738	57.6%	\$1,149	57.6%
Total Retail Expenditures (2004)	\$73	42.4%	\$543	42.4%	\$846	42.4%
Apparel (2004)	\$9	5.4%	\$70	5.4%	\$108	5.4%
Contributions (2004)	\$5	2.9%	\$37	2.9%	\$57	2.9%
Education (2004)	\$3	1.7%	\$22	1.7%	\$34	1.7%
Entertainment (2004)	\$9	5.1%	\$66	5.1%	\$103	5.1%
Food And Beverages (2004)	\$28	16.3%	\$209	16.3%	\$326	16.3%
Furnishings And Equipment (2004)	\$7	3.9%	\$50	3.9%	\$78	3.9%
Gifts (2004)	\$5	3.0%	\$39	3.0%	\$60	3.0%
Health Care (2004)	\$11	6.4%	\$82	6.4%	\$127	6.4%
Household Operations (2004)	\$5	3.2%	\$40	3.1%	\$62	3.1%
Miscellaneous Expenses (2004)	\$2	1.1%	\$14	1.1%	\$22	1.1%
Personal Care (2004)	\$3	1.7%	\$21	1.7%	\$33	1.7%
Personal Insurance (2004)	\$2	1.1%	\$15	1.1%	\$23	1.1%
Reading (2004)	\$1	0.5%	\$7	0.5%	\$11	0.5%
Shelter (2004)	\$31	18.3%	\$233	18.2%	\$363	18.2%
Tobacco (2004)	\$2	0.9%	\$12	0.9%	\$18	0.9%
Transportation (2004)	\$36	20.7%	\$266	20.8%	\$414	20.8%
Utilities (2004)	\$13	7.7%	\$99	7.7%	\$153	7.7%
<b>Educational Attainment</b>						
Adult Population (25 Years or Older) (2004)	5,327		40,178		65,341	
Elementary (0 to 8) (2004)	95	1.8%	965	2.4%	1,933	3.0%
Some High School (9 to 11) (2004)	186	3.5%	1,856	4.6%	3,964	6.1%
High School Graduate (12) (2004)	1,192	22.4%	8,738	21.7%	15,973	24.4%
Some College (13 to 16) (2004)	1,199	22.5%	8,443	21.0%	13,586	20.8%
Associate Degree Only (2004)	283	5.3%	2,493	6.2%	3,932	6.0%
Bachelor Degree Only (2004)	1,643	30.8%	11,926	29.7%	17,963	27.5%
Graduate Degree (2004)	731	13.7%	5,757	14.3%	7,991	12.2%

This report was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty.

Lat/Lon: 40.5104/-88.9533

RF5

**Veterans Pkwy & E College Ave  
Normal, Illinois**

1.00 mi radius      3.00 mi radius      5.00 mi radius

**Units In Structure**

1 Detached Unit (2000)	2,006	59.8%	14,616	54.1%	23,123	54.5%
1 Attached Unit (2000)	228	6.8%	1,151	4.3%	1,782	4.2%
2 to 4 Units (2000)	180	5.4%	3,317	12.3%	4,900	11.5%
5 to 9 Units (2000)	387	11.5%	2,666	9.9%	3,576	8.4%
10 to 19 Units (2000)	359	10.7%	3,382	12.5%	4,375	10.3%
20 to 49 Units (2000)	66	2.0%	1,031	3.8%	1,486	3.5%
50 or more Units (2000)	121	3.6%	619	2.3%	1,375	3.2%
Mobile Home or Trailer (2000)	9	0.3%	241	0.9%	1,823	4.3%
Other Structure (2000)	2	0.1%	8	0.0%	14	0.0%

**Homes Built By Year**

Homes Built 1999 to 2000	48	1.4%	687	2.5%	1,220	2.9%
Homes Built 1995 to 1998	242	7.2%	2,252	8.3%	3,994	9.4%
Homes Built 1990 to 1994	400	11.9%	2,475	9.2%	4,218	9.9%
Homes Built 1980 to 1989	512	15.3%	3,731	13.8%	5,738	13.5%
Homes Built 1970 to 1979	1,247	37.1%	6,150	22.8%	9,226	21.7%
Homes Built 1960 to 1969	742	22.1%	3,931	14.5%	5,082	12.0%
Homes Built 1950 to 1959	101	3.0%	2,521	9.3%	3,794	8.9%
Homes Built Before 1949	64	1.9%	5,284	19.5%	9,182	21.6%

**Home Values**

Home Values \$1,000,000 or More (2000)	0		3	0.0%	8	0.0%
Home Values \$500,000 to \$999,999 (2000)	1	0.0%	35	0.3%	51	0.2%
Home Values \$400,000 to \$499,999 (2000)	4	0.2%	99	0.7%	133	0.6%
Home Values \$300,000 to \$399,999 (2000)	7	0.3%	76	0.6%	160	0.8%
Home Values \$200,000 to \$299,999 (2000)	136	6.8%	946	7.0%	1,628	7.8%
Home Values \$150,000 to \$199,999 (2000)	270	13.6%	2,190	16.3%	3,244	15.5%
Home Values \$100,000 to \$149,999 (2000)	1,113	56.2%	5,841	43.5%	8,046	38.5%
Home Values \$70,000 to \$99,999 (2000)	414	20.9%	3,369	25.1%	5,445	26.0%
Home Values \$50,000 to \$69,999 (2000)	28	1.4%	653	4.9%	1,504	7.2%
Home Values \$25,000 to \$49,999 (2000)	4	0.2%	194	1.4%	626	3.0%
Home Values \$0 to \$24,999 (2000)	3	0.1%	32	0.2%	58	0.3%
Owner Occupied Median Home Value (2000)	\$128,741		\$125,093		\$122,808	
Renter Occupied Median Rent (2000)	\$510		\$443		\$432	

**Transportation To Work**

Drive to Work Alone (2000)	3,777	88.2%	29,413	76.8%	44,957	78.4%
Drive to Work in Carpool (2000)	311	7.3%	3,374	8.8%	5,529	9.6%
Travel to Work - Public Transportation (2000)	22	0.5%	555	1.4%	857	1.5%
Drive to Work on Motorcycle (2000)	0		37	0.1%	37	0.1%
Walk or Bicycle to Work (2000)	54	1.3%	3,778	9.9%	4,188	7.3%
Other Means (2000)	24	0.6%	176	0.5%	218	0.4%
Work at Home (2000)	92	2.1%	950	2.5%	1,535	2.7%

**Travel Time**

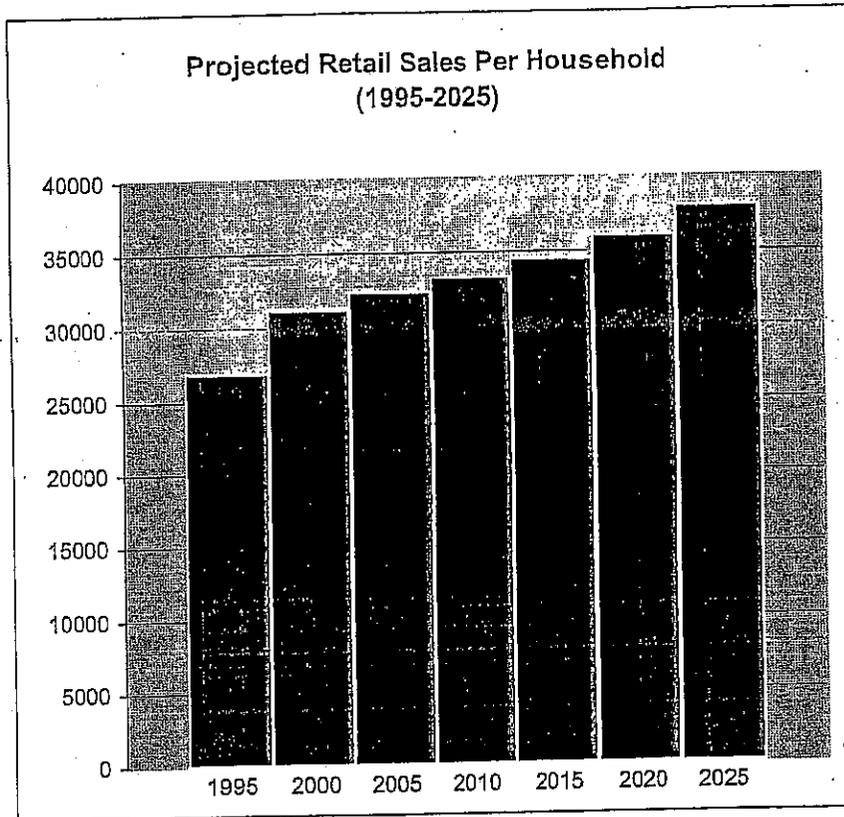
Travel to Work in 14 Minutes or Less (2000)	2,470	59.0%	22,966	61.5%	32,348	58.0%
Travel to Work in 14 to 29 Minutes (2000)	1,249	29.8%	10,904	29.2%	18,107	32.5%
Travel to Work in 30 to 59 Minutes (2000)	333	7.9%	2,478	6.6%	3,781	6.8%
Travel to Work in 60 Minutes or More (2000)	137	3.3%	984	2.6%	1,549	2.8%
Average Travel Time to Work (2000)	14.9	mins	14.0	mins	14.5	mins

This report was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty.

# Retail Sales 3

McLean County, Illinois MSA

1995	\$ 26,946.00
2000	\$ 31,216.00
2005	\$ 32,387.00
2010	\$ 33,327.00
2015	\$ 34,512.00
2020	\$ 36,092.00
2025	\$ 38,077.00



## Projected Retail Sales\* by Store Group (1995-2020)

Store Group	1995	2000	2005	2010	2015	2020	2025	% change
Hardware, Bldg. Mat.	98.78	138.39	154.58	171.73	194.12	218.93	245.24	148.2
General Merchandise	177.43	229.93	284.05	325.68	365.17	406.65	451.44	154.4
Food Stores	180.02	193.97	217.11	237.30	258.97	283.49	310.67	72.5
Automobile Dealers	303.19	381.77	429.57	484.84	550.99	620.52	693.80	128.8
Gasoline Filling Station	148.29	189.06	189.42	202.10	217.74	237.45	261.03	76.0
Apparel and Related	83.65	192.85	106.78	119.50	133.02	148.36	165.95	98.3
Furniture and Related	83.76	100.97	112.34	126.07	142.55	159.92	178.39	112.9
Eating & Drinking Pl.	154.83	184.49	222.01	256.75	292.88	333.36	379.16	144.8
Drug Stores	51.93	71.75	92.30	106.13	119.98	135.19	152.36	193.3
Misc. Retail Stores	131.82	192.85	210.39	238.27	269.98	309.01	356.89	170.7
<b>Total Retail Sales</b>	<b>1413.70</b>	<b>1876.01</b>	<b>2018.54</b>	<b>2268.38</b>	<b>2545.40</b>	<b>2852.88</b>	<b>3194.92</b>	<b>125.9</b>

\*Figures given in millions of (2004) US dollars.

SOURCE: Illinois Department of Revenue, Retail Sales Tax Receipts

Revised 12/10/04

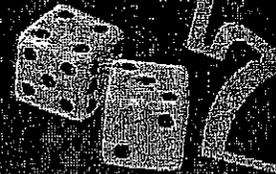
EXHIBIT 15

# Brewpubs

By Lisa Morrison

Craft Beer

Rolls a



## Toasting a Big Rebound

It's time for a toast: The craft beer industry grew 7 percent as a whole in 2004, nearly doubling its average growth from 2002 and 2003.

Even more promising, though, are the numbers from the brewpubs sector, which has seen several years of steady decline. Brewpub bar sales, which has decreased each year since 1999, and saw a frightening 39,000-barrel drop in 2003, made an abrupt about-face in 2004 with growth of 25,000 barrels.

"That's one helluva rebound," commented Jim Parker, editor-in-chief of *The New Brewer*.

Part of the increase can be attributed to a change in classification for brewpubs and packaging breweries, according to Paul Gatzka, director of the Brewers Association.

"In past years, we looked at 50 percent or more of sales onsite as being the brewpub limit," Gatzka said. "Now we look at brewpubs as companies selling 25 percent or more of taxable production onsite in a more reasonable classification of business function."

But that doesn't account for all the growth. Apparently there are numerous ways to spark growth in production at a brewpub. And, just like there is no cookie-cutter recipe for starting a brewpub (thankfully), nobody really goes about increasing beer production in the same way either.

Indeed, a number of the qualities that make many brewpubs successful in the first place—creative problem-solving, a sense of adventure, a sense of humor and the ability to recognize and act on opportunity—seem to serve those in

the brewpub business well when trying to attract or respond to growth.

### Can Cans Kick the Competition?

Take Dale Katechis, owner of Oskar Blues Grill & Brew in Lyons, Colo., for example.

Situated in the foothills of the Rocky Mountains, Lyons—sometimes referred to as "Mayberry in the mountains"—isn't exactly on the beaten path. Katechis knew he couldn't rely on the residents of this charming yet tiny town to support a brewpub. (Lyons was about 1,200 strong when the establishment opened in 1997; it now boasts 1,400 residents.) So, Katechis set out to make Oskar Blues an appealing destination.

"We started as a restaurant. The brewery didn't open until 1999," Katechis said. "From the start, we knew we needed to offer something that would attract people and make them want to drive 40 miles or so to visit us. Being in a town of 1,400 people, we constantly are looking at ways to attract people [from] outside the area."

**The first hook? The food.**  
"We're a Cajun/Southern cuisine brewpub—a funky, homey place," Katechis said. "There's a vibe. It's real family-oriented."

**The second hook? Service and hospitality.**  
"We knew that if our menu was a little different, and they felt welcome here, and had a good experience, they would be willing to drive a ways to get it again," Katechis said.

Katechis continued to look for ways to draw customers. That's when he turned to another passion—music—for inspiration, turning Oskar

PHOTO: J. G.

EXHIBIT 16



**BREWERS SUPPLY GROUP**

As your one-stop brewer's resource, Brewers Supply Group proudly features the excellent malts of

**Rahr Malting  
Briess  
Castle Malt - Belgium  
Crisp  
Durst  
Gambrinus  
Simpsons  
&  
Weyermann**

in addition to

**Hop Union  
&  
Lemmens Hops**

We also carry a full line of

**Belgian Candi Sugar  
Dried Malt Extract  
Liquid Malt Extract  
Brewing Spices  
Water Treatments  
Real Ale Accessories**

as well as filtration aids from Ineos, Kerry & Murphy

**Call today for pricing  
and order information**

**Brewers Supply Group**

West: 1-800-585-5562

Mountain West: 1-866-574-0504

Midwest: 1-800-374-2739

East: 1-800-816-8542

info@brewerssupplygroup.com  
www.brewerssupplygroup.com

Blues into a world-class music venue, drawing the likes of Muddy Waters, John Lee Hooker Jr., Phineas Perkins and Supersucker.

"We were written up in *Rolling Stone*," Katchis said. "They called us the best place to be on a Saturday night in Colorado."

In the meantime, Katchis had acquired a 6-barrel brewing system and put his restaurant, turning it into a brewpub.

"It was a glorified homebrew system really," Katchis said. "We started brewing really extreme beers and got a cult following."

### 2004 Top Ten Brewpub Groups

Company	sales (bbbls)	% change	# of stores
1. Rock Bottom Restaurants (a)	42,349	+4	39
2. Big Horn Brewery (b)	21,763	+1	21
3. Gordon Biersch Brewery Restaurants (c)	21,216	+1	26
4. McManamin's Breweries	20,711	+5	23
5. B.J.'s Restaurant and Brewery	19,800	+18	10
6. Hops Grillhouse and Brewery	11,019	-34	62
7. Wynkoop Brewing Co. (d)	8,062	+23	4
8. Martin/Maylan's	5,427	+1	2
9. Sacramento Brewing Co.	5,000	0	2
10. Granite City Brewing Co.	4,487	+94	8

\* excluding non-brewing restaurants

(a) includes Walnut Brewery and 'Chop House and Brewery' (Cleveland, Denver and District) operations

(b) includes C.B. & Potts/Bighorn Brewing Co., Humberlink's/Big Horn Brewing Co. and C.I. Sharriton's Chophouse & Brewery.

(c) includes Big River Grille & Brewing Works Brewpubs, Rock Bottom Breweries of Charlotte and Atlanta, Alabhouse, Flaptime Tavern and Seven Bridges Grille & Brewery.

(d) Group includes Phantom Canyon, Upstream.

\* John Harvard's requested not to release numbers.

### 2004 Top Ten Individual Brewpubs by Region

Mountain West Region (AZ, CO, ID, MT, NV, NM, UT, WY)

Company	Sales (bbbls)	% change
1. Brew Brothers/Eldorado Hotel and Casino (NV)	3,520	+5
2. Wynkoop Brewing Co. (CO)	3,174	+15
3. Monte Carlo Pub and Brewery (NV)	2,753	-3
4. Oskar Blues Grill and Brewery (CO)	2,600	+125
5. Rock Bottom Brewery-Denver (CO)	2,341	+2
6. Cooper-Smith's Pub and Brewery (CO)	1,894	+1
7. Phantom Canyon Brewing Co. (CO)	1,891	+6
8. Dillon Dam Brewery (CO)	1,877	+7
9. B.J.'s Brewery-Chandler (AZ)	1,681	+38
10. Southern Sun Pub & Brewery (CO)	1,510	+2

NOTE: FOUR PEAKS (AZ) PUB BARBELAGE IS 2004.

South Region (AL, AR, FL, GA, KY, LA, MS, NC, OK, SC, TN, TX)

Company	Sales (bbbls)	% change
1. Hofbrauhaus Newport (KY)	3,300	+50
2. Kelly's Caribbean Bar and Grill (FL)	1,800	0
3. Mash House Restaurant and Brewery (NC)	1,675	+5
4. Five Seasons Brewing Co. (GA)	1,620	+1
5. Liberty Steakhouse and Brewery (SC)	1,500	+6
6. Smoky Mountain Brewing Co.	1,450	+2
7. Two Rows Brewing Co.-Dallas (TX)	1,450	+4
8. Coach's Brewing Co. (OK)	1,363	0
9. Two Rows Restaurant & Brewery- Addison (TX)	1,225	+1,125
10. Top of the Hill Restaurant and Brewery (NC)	1,141	+8

NOTE: BIG RIVER GRILLE & BREWING WORKS - CHATTANOOGA REQUESTED DATA NOT BE PUBLISHED.

beer, good food, good service and  
All were strong draws for the  
the one thing that really put  
lines on the map actually started

thought it would be funny to put our  
pale ale in a can," said Oskar Blues  
man Marty Jones. "We got a fax  
canning system, just like proba-  
of the other brewpubs in the country.  
is, we paid attention to it."

longer satisfied with the draw from  
and word-of-mouth advertising, Kate-  
Oskar Blues' signature ales to  
more customers, so he consid-  
which promoted a Cask canning  
Canada.

thought [canned beer] was the last  
brew industry would accept,"  
said. "But the more we started learn-  
can, the more we got intrigued,  
we laughed. And I stopped laugh-  
completely one day and thought, 'This  
is real!'

can keep beer fresher longer.  
off-flavor. You can take it more  
bottles—that was the kicker for  
and nobody else was doing it. And  
challenge there. We've always  
challenge from a brewing stand-  
well with our philosophy."

and company decided to put  
Dale's Pale Ale in cans first as a  
We couldn't make enough of it six  
Katechis said.

though the property adjacent to the  
and built a brewery there, expand-  
the bungal system. They added the  
there as well.

"It's a frenzy now," Katechis said of  
effort to meet demand for the  
bottles. "I don't know if we call it  
school every day or getting your ass  
to school every day, but it's a learning  
and it's been a blast."

### You Build It, Will They Come?

he was co-owner, Jerry Fechter was  
the owner of the Old Lompoc Pub & Brew-  
Portland, Ore.

"We brewed about 300 to 320 barrels  
between 1996 and 2000," he said,  
2001 and Portland's perennial publi-  
Younger, owner of the Horse Brass  
became business partners, buying the  
northwest Portland brewpub and  
naming it The New Old Lompoc—and  
making some quick changes that influenced  
production.

"In 2002, we built the outdoor patio,  
which is a big draw," Fechter said. "That was  
the reason why we brewed about 480 bar-  
that year. We also just moved more kegs

out the door—about 12 to 15 barrels worth."

Fechter said the brewery continued to  
increase production by about 200 barrels each  
year, thanks to the expanded outdoor patio  
and more people learning about his beers.

Then, Fechter and Younger found an 800-  
square-foot old bungalow across town that  
they converted into a taphouse. The duo  
named it the Hedge House, and it caught on  
like wildfire in its southeast Portland neigh-  
borhood, an area that is no stranger to craft  
beer with a couple of already established  
brewpubs and numerous taphouses.

"We brewed 705 barrels that year, and 262  
barrels were for Hedge House—in its first  
year," Fechter said. "We stopped all distribu-  
tion because we could barely keep up."

The outdoor patio that worked so well at  
the New Old Lompoc proved successful  
again at the Hedge House. It was standing  
room only sometimes during the summer  
months as neighbors flocked to the tiny bun-  
gallow for a beer and some simple fare.

Fechter decided to cover the deck and  
add portable heaters so that the patio could  
be enjoyed during Portland's rainy season(s),  
thereby adding several permanent tabletops  
to the tiny pub. This year, Fechter already has  
extended the patio, this part uncovered so  
that more customers can enjoy the sunshine,  
once the rain stops falling.

"We've jumped up about 200 barrels  
every year. I expect we will do the same this  
year. The establishments seem to just gain in  
popularity each year," Fechter said. "We seem  
to get more dock sales each year. Some of it  
is definitely directly attributable to the open-  
ing of Hedge House."

He hopes to locate a third establishment  
soon, expanding the brewery so that he can  
refocus on distribution. In the meantime,  
Fechter said he's just taking the growth step  
by step.

"We've just gone slow," he said. "We've  
never extended ourselves. It's not about  
extra tap handles; it's about getting people  
inside—and then word of mouth."

### Tapping into a Booming Business

In Pinedale, Wyo., there's one main street  
that runs through the town—and that's  
Highway 191.

"We're on the way to Yellowstone  
[National Park] and resort destinations like  
Jackson Hole, which is 70 miles from here,"  
said Bottom's Up Brewery & Grill head  
brewer Richard Strom. "In the off-season, you  
can pull out into the intersection without  
even looking. During the season, it might take  
you five minutes to pull onto the main road."

Owner Cale Kinnison, who bought the  
former LaVale Brewing Co. in 2002, knew

## CASTLE MALT



MALTERIE  
DU  
CHATEAU

World - Class Malt.  
Malted In Belgium.  
By Belgians.

Malted in the time tested  
"small batch" method using the  
finest European barley,  
Malterie Du Chateau of  
Beloil, Belgium  
in cooperation with  
Brewers Supply Group  
is pleased to make available for  
the first time in North America  
the malts behind the greatest  
beers made in Belgium.

### Now Available!

Castle Pils  
Castle Pale Ale  
Castle Munich  
Castle Aromatic  
Castle Cara 8  
Castle Cara 20  
Castle Cara 50  
Castle Special B  
Castle Biscuit  
Castle Chocolate  
Castle De-Bittered Black

### Brewers Supply Group

West: 1-800-585-5562  
Mountain West: 1-866-574-0504  
Midwest: 1-800-374-2739  
East: 1-800-816-8542

### ALSO AVAILABLE AT

FH Steinbart - Portland, OR  
1-800-735-8793

Southern Brewing Supply,  
Tampa, FL  
1-888-999-6258

www.brewerssupplygroup.com  
info@brewerssupplygroup.com

FOR IMMEDIATE RELEASE



**CONTACT:**

Brewers Association  
Ray Daniels, Craft Beer Marketing Director  
Phone: +1.303.447.0816, ext. 125  
Fax: +1.303.447.2825  
E-mail: [ray@brewersassociation.org](mailto:ray@brewersassociation.org)  
Web Site: [www.beertown.org](http://www.beertown.org)

## Craft Beer Sales Jump 7 Percent in 2004 Fastest Growing Segment of Beverage Alcohol Industry Says Brewers Association

Boulder, Colo. • February 22, 2005- America's craft brewers sold 7.0 percent more beer in 2004 versus 2003 making craft beer the fastest growing segment of the US beverage alcohol industry, according to the Brewers Association, the Boulder, CO-based trade association for US craft brewers.

"Craft beer volume growth outpaced that of imports, large brewers, wine and spirits in 2004," said Paul Gatza, Director of the Brewers Association.

The Brewers Association estimates 2004 sales by craft brewers at 7,023,651 31-gallon barrels up from 6,563,461 barrels in 2003, an increase of 460,190 barrels or 6.34 million case-equivalents. Spirits volume increased at 3.1 percent for the year<sup>1</sup> and wine volume was up 2.7 percent<sup>2</sup>. The import and mass-market segments of the beer industry rose approximately 1.4 percent and 0.5 percent in volume respectively in 2004.

The craft beer segment includes more than 1400 breweries who produce primarily all-malt beers. It includes brewpubs (brewery/restaurant), microbreweries (less than 15,000 barrels per year) and specialty brewers. The association has tabulated industry growth data for these breweries annually since 1985.

"The craft beer segment continues to show healthy and steady growth with many individual brewers enjoying double-digit volume increases," said Charlie Papazian, President of the Brewers Association. "This year the craft segment sold more new barrels of beer than the much larger import segment of the beer market."

According to US Department of Commerce figures, sales of imported beer in the US increased by just 1.4% or 4.6 million cases in 2004. Even though craft beer accounts for just 3.2 percent of the beer marketplace versus more than 11 percent share for imports, craft beer sales in 2004 increased by 6.34 million cases—1.78 million more new cases compared to imports.

<sup>1</sup> According to the Distilled Spirits Council of the United States (DISCUS).

"Craft beer sales increased faster than imports for the second year in a row," said Gatza. "This reverses the trend seen between 1996 and 2002 when import volume grew at a faster rate."

"Americans increasingly prefer the flavor and diversity of fresh, locally-made beers," says Papazian. "Many Americans first discovered full-flavored beers at local breweries and now the diverse and exciting choices among those flavorful brews have become a regular part of their lifestyle."

For a listing of Brewers Association members, see [www.beertown.org/craftbrewing](http://www.beertown.org/craftbrewing) and select "Breweries" in the "Directory" pull down menu on the right.

For further information on the craft beer industry and these estimates, contact Paul Gatza (x122) or Ray Daniels (x125) at 303-447-0816.

*Based in Boulder, Colo., U.S.A., the Brewers Association (BA) is a not-for-profit trade and educational association for small and craft brewers. The Brewers Association was established in 2005 by a merger of the Association of Brewers and the Brewers' Association of America. Visit the website: [www.beertown.org](http://www.beertown.org) to learn more. The Brewers Association has an additional membership division of 9,000+ homebrewers: American Homebrewers Association.*

*The association's activities include events and publishing: World Beer Cup®; Great American Beer Festival®; NBWA/BREWERS Joint Legislative Conference, Craft Brewers Conference and BrewExpo America®; National Homebrewers Conference; National Homebrew Competition; American Beer Month (July); Zymurgy magazine; The New Brewer magazine; and books on beer and brewing.*

###

---

<sup>2</sup> According to Information Resources Inc.  
Brewers Association  
[www.beertown.org](http://www.beertown.org)

## The Restaurant Industry Dollar: Where It Comes From, Where It Goes

	Fullservice	Limited service*
<b>Where It Came From</b>		
Total Sales	100%	100%
<b>Where It Went</b>		
Cost of Food and Beverage Sales	33	31
Salaries and Wages (Including employee benefits)	33	30
Restaurant Occupancy Costs	6	7
Corporate Overhead	3	4
General & Administrative Expenses	3	2
Other	18	19
Income Before Taxes	4%	7%

\* Includes quickservice and quick/fast casual restaurants

Note: All figures are averages, are computed individually for each cost category, and are rounded. All amounts are reflected as a percentage of total sales.

Source: National Restaurant Association, *2004 Restaurant Industry Operations Report*.

©Copyright 2006 National Restaurant Association  
1200 17th St., NW Washington, DC 20036 202-331-5900

EXHIBIT 17

# NATIONAL RESTAURANT ASSOCIATION RESTAURANT INDUSTRY 2005 FACT SHEET

<b>Sales</b>	<b>\$476 Billion</b>
<b>Locations</b>	<b>900,000</b>
<b>Employees</b>	<b>12.2 Million</b>
<b>Restaurant-Industry Share of the Food Dollar</b>	<b>46.7%</b>

## INDUSTRY SALES PROJECTION, 2005: \$476 BILLION

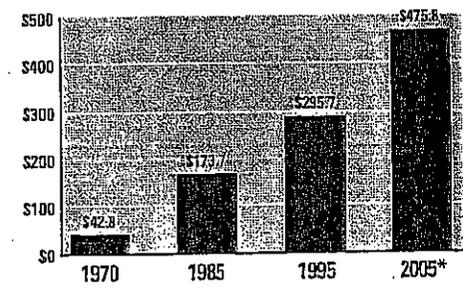
	2005 Sales (Billion \$)
<b>Commercial</b>	<b>\$437</b>
Eating Places	326
Drinking Places	15
Managed Services	32
Hotel/Motel Restaurants	25
Retail, Vending, Recreation, Mobile	39
Other	39

## RESTAURANTS—FIRST IN DAILY CUSTOMER CONTACT

- Restaurants will provide more than 70 billion meal and snack occasions in 2005.
- Half of all adults agree that restaurants are an essential part of their lifestyle.
- The average household expenditure for food away from home in 2002 was \$2,276, or \$910 per person.

## RESTAURANT SALES SINCE 1970

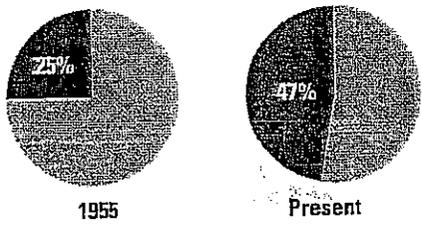
### FOOD-AND-DRINK SALES (Billions of Current Dollars)



## RESTAURANTS—THE CORNERSTONE OF OUR NATION'S ECONOMY

- Restaurant-industry sales are forecast to advance 4.9% in 2005 and equal 4% of the U.S. gross domestic product.
- The overall economic impact of the restaurant industry is expected to exceed \$1.2 trillion in 2005, including sales in related industries such as agriculture, transportation and manufacturing.
- Every dollar spent by consumers in restaurants generates an additional \$1.98 spent in other industries allied with the restaurant industry.
- Every additional \$1 million in restaurant sales generates an additional 42 jobs for the nation's economy.
- Average unit sales in 2002 were \$730,000 at full-service restaurants and \$619,000 at limited-service restaurants.
- More than seven out of 10 eating-and-drinking places are single-unit (independent) operations.

## RESTAURANT INDUSTRY SHARE OF THE FOOD DOLLAR



## RESTAURANTS—CORNERSTONE OF CAREERS & EMPLOYMENT

- The restaurant industry employs an estimated 12.2 million people, making it the nation's largest employer of non-federal government workers.
- Eating-and-drinking places are extremely labor intensive—each legal full-time equivalent employee works 37.56 hours in 2004, an amountably lower than other industries.
- The restaurant industry provides work for more than 9% of those employed in the United States.

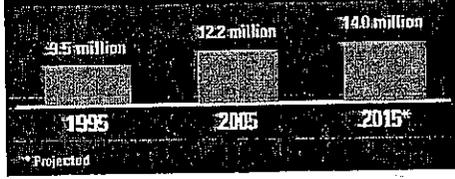
## THE TYPICAL EMPLOYEE IN A FOODSERVICE OCCUPATION IS:

- Female (55%)
- Single (68%)
- Working part-time and averaging 25 hours a week
- Under 30 years of age (52%)
- Living in a household with two or more wage earners (79%)

## RESTAURANTS PROVIDE A LADDER TO MANAGEMENT OPPORTUNITY

- Nine out of 10 salaried employees at table-service restaurants started as hourly employees.
- The number of foodservice managers is projected to increase 11% from 2005 to 2015.
- More than three out of five foodservice managers have annual household incomes of \$50,000 or more.
- Eating-and-drinking places employ more minority managers than any other industry.
- Eating-and-drinking places are mostly small businesses—with seven out of 10 having fewer than 20 employees.
- Roughly one out of three table-service operators will increase the proportion of their budget allocated toward training in 2005.
- More than four out of 10 adults have worked in the restaurant industry at some time during their lives and 27% of adults got their first job experience in a restaurant.

## TOTAL RESTAURANT-INDUSTRY EMPLOYMENT



## RESTAURANTS BY THE NUMBERS

- \$1.3 BILLION** Restaurant industry sales on a weekly basis in 2005.
- TWO OUT OF THREE** Percentage of quick-service operators who have added low-carb items to their menu as a result of the low-carb diet trend.
- NEARLY HALF** Percentage of table-service operators reporting that takeout represents a larger proportion of their total sales compared to two years ago.
- ONE OUT OF THREE** Percentage of non-summers who have used curbside takeout at a table-service restaurant.
- 4%** Median pre-tax income in 2003 for full-service restaurants with average per-person checks of \$15 to \$24.99.
- 45%** Percentage of 25- to 34-year-olds who have used the Internet to find out information about a restaurant they have not patronized before.



1200 Seventeenth Street NW  
Washington, DC 20036  
202-331-5500 • 800-424-5150  
e-mail: info@dinaout.org  
www.restaurant.org

The National Restaurant Association 2005 Restaurant Industry Fact Sheet is sponsored in part by PepsiCo.



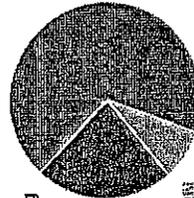
EXHIBIT 18

**RESTAURANTS ARE THE CORNERSTONES OF THE ECONOMIC, CAREER-AND-EMPLOYMENT OPPORTUNITIES FOR MILLIONS OF AMERICANS, AND LOCAL COMMUNITIES**

Nationally, with 900,000 restaurant locations, the restaurant industry's direct sales are \$476 billion a year—more than \$13 billion a day. Including the impact restaurants have on sales in related industries, the industry's overall impact on the U.S. economy is \$1.2 trillion a year—about 10 percent of the U.S. gross domestic product.

The restaurant industry is the nation's largest private sector employer. Restaurants employ 12.2 million people today, and are expected to add 1.8 million new jobs between 2005 and 2015. For a year or for a career, the restaurant industry is a critical training ground and source of extraordinary career opportunities for Americans of every background. More than eight in 10 salaried restaurant employees started out as hourly restaurant employees. One in four restaurants in the United States is minority-owned, and the restaurant and foodservice industry employs more minority managers than any other industry. Forty-two percent of American adults have worked in the industry, with 27 percent getting their first job experience in a restaurant. Restaurants give back. Restaurants are an important part of local communities, with many offering to restaurant employees donating food, time, facilities, and other resources to charitable causes.

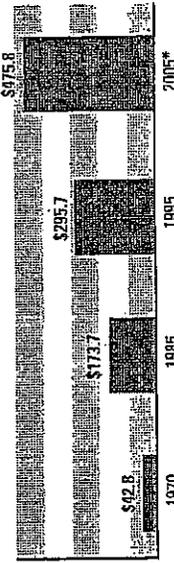
**U.S. RESTAURANT-INDUSTRY SALES**  
\$476 billion in sales expected for 2005



\* Includes full-service restaurants, quick-service restaurants, bars, cafeterias and grills, and snack and nonalcoholic beverage bars.  
\*\* Includes managed services, lodging restaurants, and retail, vending, recreation and mobile foodservice operations.  
Source: National Restaurant Association

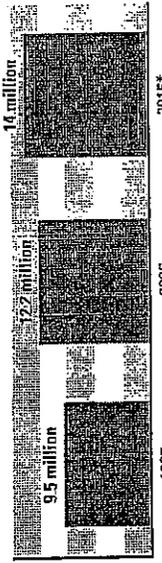
**The Restaurant Industry:  
Driving the U.S. Economy**

**U.S. RESTAURANT-INDUSTRY SALES** (in billions of current dollars)



\* projected

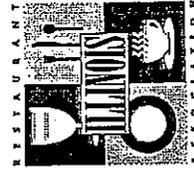
**U.S. RESTAURANT-INDUSTRY EMPLOYMENT**



\* projected

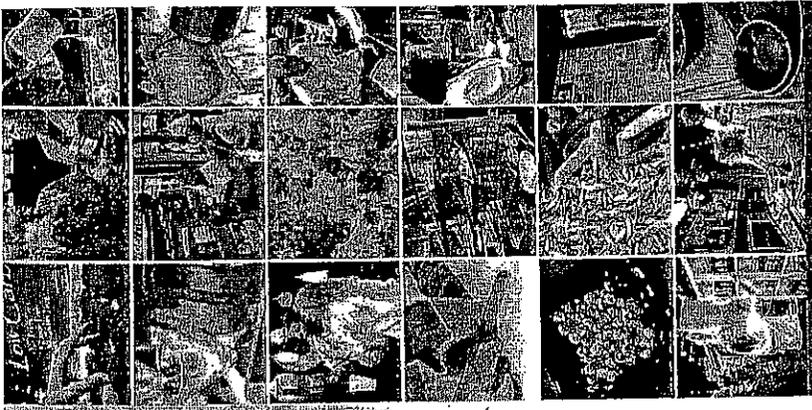


[www.restaurant.org](http://www.restaurant.org)



[www.illinoisrestaurants.org](http://www.illinoisrestaurants.org)

Revised August 2005



**RESTAURANT  
INDUSTRY**  
AT A GLANCE



[www.restaurant.org](http://www.restaurant.org)

## The Restaurant Industry Illinois

Illinois's restaurants provide appetizing, healthful and nourishing food, convenience, value, entertainment and social occasions where people can enjoy friends and family away from the stresses of daily life.

Restaurants in Illinois also are an engine of economic growth, generating tremendous sales and tax revenues for the state. They provide career-and-employment opportunities for individuals of every age, background, and skill and experience level.

Restaurants are an important part of their communities and neighborhoods, enthusiastically and generously giving their time and resources to support a variety of causes.

### THE RIPPLE EFFECT...

Every \$1 spent in restaurants in Illinois generates an additional \$1.47 in sales for other industries in the state.

Each additional \$1 million spent in eating-and-drinking places in Illinois generates an additional 40.5 jobs in the state.

## LOCATIONS

Number of eating-and-drinking places in Illinois ..... **30,167**

\* 2004 estimates

## SALES

2005 restaurant sales in Illinois ..... **\$16.7 billion**

\* 2005 projection

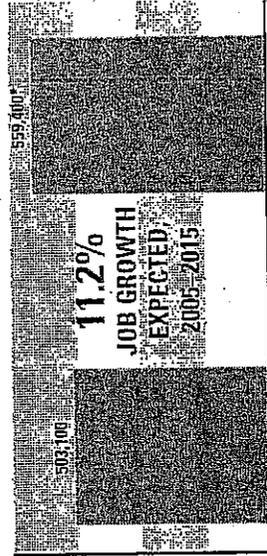
## EMPLOYMENT

2005 estimated restaurant-and-foodservice employment in Illinois ..... **503,100**

2015 projected restaurant-and-foodservice employment in Illinois ..... **559,400**

Total new jobs added, 2005-2015 ..... **56,300**

## RESTAURANT-INDUSTRY EMPLOYMENT IN ILLINOIS



2005

2015

\* projected

Restaurant-and-foodservice employment today represents 8.5 percent of total employment in Illinois.

## SOURCES

Figures are based on National Restaurant Association research and data from federal government agencies. For more details visit [www.restaurant.org/research](http://www.restaurant.org/research).

Restaurant sales include sales at eating places and managed-restaurant-services providers (contract foodservice).

State economic and employment multipliers are based on figures from the U.S. Commerce Department's Bureau of Economic Analysis.

Employment multipliers represent the change in total state employment resulting from a \$1 million change in eating-and-drinking-place sales. Eating-and-drinking places are the primary component of the restaurant industry, which the National Restaurant Association defines as that which encompasses all meals and snacks prepared away from home.

Your state restaurant association may be able to provide additional or more localized data. For more details on the restaurant industry in Illinois, contact the Illinois Restaurant Association at (312) 787-4000 or [www.illinoisrestaurants.org](http://www.illinoisrestaurants.org).

## RESTAURANT TRENDMAPPER

Subscribers can get 24/7 access to detailed restaurant-industry data and analysis at [www.restaurant.org/trendmapper](http://www.restaurant.org/trendmapper).

---

---

## Matthew C. Potts

1298 North Pointe Drive, Normal, Illinois 61761 • phone (309) 454-7585 • cell (309) 242-7879

E-mail: [matthewpotts@insightbb.com](mailto:matthewpotts@insightbb.com)

---

---

resume prepared 1/31/2006

### Legal Experience

#### Law Office of Whitney & Potts, Ltd., Elmwood, Illinois

- Associate Attorney - March 2, 1994 to December 31, 2005
- Of Counsel to the firm - January 1, 2006 to present
- Practice Areas - General Practice of Law, including Commercial, Residential and Farm Real Estate Transactions, Banking Law, Municipal Law, Corporate/Business Law, Wills and Trusts, Probate, Guardianships, Civil Litigation, Zoning, Family Law, Tax Return Preparation

#### Law Office of Matthew C. Potts, Attorney at Law, Bloomington, Illinois

- Private Law Practice - January 1, 2006 to present
- Practice Areas - General Practice of Law, including Commercial, Residential and Farm Real Estate Transactions, Banking Law, Municipal Law, Corporate/Business Law, Wills and Trusts, Probate, Guardianships, Civil Litigation, Zoning, Family Law, Tax Return Preparation

### Education

DePaul University College of Law, Chicago, Illinois - Juris Doctor Degree, December 1993

University of Illinois, Urbana-Champaign - Bachelor of Science in Agriculture, High Honors, May 1991

### Bars to Which Admitted

State of Illinois, May 1994

United States District Court for the Central District of Illinois, 1994

United States Court of Appeals, Seventh Circuit, 1995

### Legal Accreditation

BV-rated attorney by Martindale-Hubbell

### Related Experience

#### Elmwood Brewing Company, Microbrewery, Restaurant and Ballroom, Elmwood, Illinois

- founder, co-owner, president, treasurer and brewmaster, December 2001 - present
- December 2003 - Elmwood Brewing Company ("EBC") became one of the only breweries south of Chicago producing and bottling craft beers for wholesale distribution
- October 2004 - EBC's beers were featured in the nationwide Beer of the Month Club
- September 2005 - EBC began distributing its beers in the State of Iowa
- EBC has brewed over 32,000 gallons of beer and established over 100 retail accounts throughout Central Illinois since beginning wholesale distribution
- EBC beers have won People's Choice Awards at Microfests in St. Louis and in the Quad Cities
- Member of Brewers Association - Boulder, Colorado

### Other Experience

#### Knox County Board, Knox County, Illinois

- elected County Board Member, served 1998-2000
- served on Finance/Insurance and Planning Committees, and chaired Investigation Committee

Illinois State, Peoria County and Knox County Bar Associations - Member

EXHIBIT 19

January 5, 2006



To Whom It May Concern:

I am happy to write this letter of recommendation for Mr. Matt Potts. I provide the business insurance for his restaurant, Elmwood Brewing Company, located in Elmwood, Illinois. Our agency provides insurance for over 1,000 businesses, and Elmwood Brewing Company is one of our most preferred accounts. I have no hesitation in recommending Mr. Potts as an individual to do business with.

It has been our experience that Mr. Potts has paid all invoices on a timely manner, and we have had absolutely no problems in dealing with him or his business.

We have been able to secure extremely favorable insurance premiums for his company primarily because of the excellent way his business is ran. The restaurant is absolutely spotless, and pride in ownership extremely evident. We have seen excellent inspection ratings from the loss control department of Indiana Insurance, and the inspector has praised the business as an outstanding example of a well ran business. A comprehensive and complete business plan has been utilized, and Mr. Pott's business skills have proven to be a great asset. I am also aware that Mr. Potts is a highly respected member of the law firm of Whitney & Potts, Ltd.

Based on our experience, any company should be very pleased to be one that Matt Potts selects to do business with. The restaurant is also a favorite spot for my family to dine at. Please do not hesitate to contact me if you have any questions or if I can be of assistance. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Terry L. Welty".

Terry L. Welty  
Account Executive



117 East Main Street  
P.O. Box 1559  
Galesburg, IL 61402  
309-343-1168  
Fax 309-343-0092

EXHIBIT 20



**H&H INDUSTRIES, INC.**

ESTABLISHED 1964

**Design - ENGINEERING - Application**

*"2002 Illinois Small Business Award Winner"*



*January 10, 2005*

*To Whom It May Concern,*

*I have known Mr. Mathew Potts both personally and professionally for nearly 12 years. I greatly respect his legal advice, expertise, and honesty. Through H&H's various businesses we have also been a supplier of lighting and hardware products to Matt during the construction and operational phases of Elmwood Brewing Company. I admire his resourcefulness and creativity. These are two required qualities of a successful entrepreneur. Whatever the project Matt has shown dedication and commitment to its completion.*

*Sincerely,*

*Al Howerton  
C.E.O.*

P. O. Box 735/110-112 W. Main  
Elmwood, IL. 61529  
Telephone 1-800-637-3853  
Fax 309-742-7071  
Or 309-742-3661  
[www.lightsbyhh.com](http://www.lightsbyhh.com)

FARMERS STATE BANK

ELMWOOD, ILLINOIS 61529

FREDRICK O. PAIGE  
PRESIDENT

HAROLD JENLE  
EXECUTIVE VICE PRESIDENT

R. W. LOTT  
CHAIRMAN OF THE BOARD

JANUARY 13, 2006

RE: MATHEW C POTTS, ATTORNEY

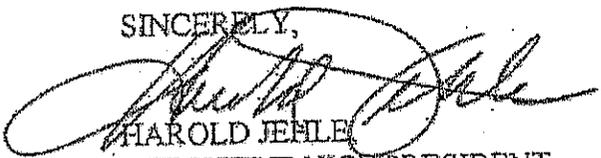
TO WHOM IT MAY CONCERN:

I HAVE WORKED WITH MATT POTTS FOR OVER 11 YEARS AS OUR ATTORNEY FOR FARMERS STATE BANK, ELMWOOD, IL. IN ALL DIFFERENT ASPECTS OF BANKING AND EVERYTHING WAS HANDLED IN A VERY EFFICIENT AND PROFESSIONAL MANNER. HE IS VERY PERSONABLE WHICH MAKES FOR A VERY EASY WORKING RELATIONSHIP. MR POTTS ALSO WORKED WITH ME ON SEVERAL ORGANIZATIONS MOST OF WHICH WERE NON-PROFIT AND WAS ALWAYS VERY FREE GIVING OF HIS TIME.

MATHEW POTTS ALSO COMES FORM A VERY SOLID, LONG TIME FAMILY IN THE ELMWOOD AREA. HE, HIMSELF, HAS A VERY STRONG FAMILY RELATIONSHIP.

AGAIN I WOULD NOT HESITATE TO RECOMMEND MATHEW C POTTS, ATTORNEY AT LAW.

SINCERELY,

  
HAROLD JENLE  
EXECUTIVE VICE PRESIDENT

Members Sorensen/Owens moved the County Board approve a Request for Approval of a Resolution Approving a CDAP Revolving Loan Application submitted by Gridiron Brew Works & Restaurant, LLC. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated that the General Report was located on pages 305-315.

**TRANSPORTATION COMMITTEE:**

Member Hoselton, Vice-Chairman, stated that the Transportation Committee had no items for action and the General Report was located on pages 316-323.

**PROPERTY COMMITTEE:**

Member Bostic, Chairman, stated there were no items for action and the General Report was located on pages 324-331.

**REPORT OF THE COUNTY ADMINISTRATOR:**

Mr. Zeunik stated that he had nothing to present.

**OTHER BUSINESS AND COMMUNICATION:**

There was none.

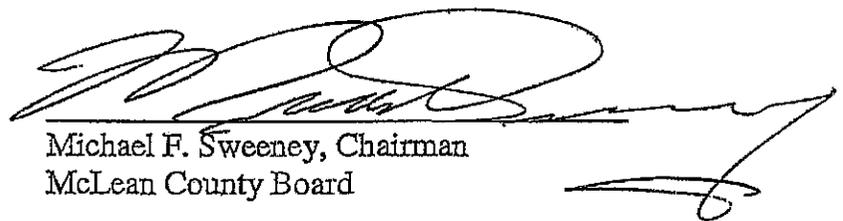
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

April 18, 2006

2006 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$316,718.65	\$316,781.65
Finance		\$1,049,277.61	\$1,049,277.61
Human Services		\$394,932.04	\$394,932.04
Justice		\$1,709,665.76	\$1,709,665.76
Land Use		\$13,052.31	\$13,052.31
Property		\$282,863.20	\$282,863.20
Transportation		\$775,770.18	\$775,770.18
Health Board		\$402,970.12	\$402,970.12
T.B. Clinic		\$20,711.71	\$20,711.71
Disability Board		\$47,889.14	\$47,889.14
Total		\$5,013,913.72	\$5,013,913.72

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Cavallini/Harding 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 Gordon/Moss moved for adjournment until Tuesday, May 16, 2006 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: 9:46 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 18th day of April, 2006, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 9th day of May, 2006.

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