



**CHAMPAIGN COUNTY BOARD  
HIGHWAY COMMITTEE AGENDA**

**County of Champaign, Urbana, Illinois**

Friday, August 5, 2016 – 9:00 a.m.

Lyle Shields Meeting Room

Brookens Administrative Center, 1776 E. Washington St., Urbana

**Committee Members:**

Lorraine Cowart – Chair  
Lloyd Carter – Vice-Chair  
Chris Alix  
Shana Harrison

John Jay  
Jim McGuire  
Diane Michaels  
Max Mitchell

**AGENDA**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda/Addenda
- IV. Approval of Minutes – June 3, 2016 1
- V. Public Participation
- VI. Communications
- VII. County & Township Motor Fuel Tax Claims – June and July 2016 5
- VIII. Petition & Resolution for Crittenden Township #16-00031-00-BR 7
- IX. Resolution Reappointing County Engineer 10
- X. Resolution for Contract Award Authority CR 20 #16-00035-00-BR 12
- XI. CUUATS MFT Resolution 14
- XII. MACK Truck Lease Resolutions (to be distributed at meeting, lease-purchase and sales agreements attached) 16
- XIII. Other Business
- XIV. Chair's Report
- XV. Designation of Items to be Placed on the Consent Agenda
- XVI. Adjournment

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**Champaign County Board  
Highway & Transportation Committee  
County of Champaign, Urbana, Illinois**

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**MINUTES – SUBJECT TO REVIEW AND APPROVAL**

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DATE: Friday, June 3, 2016  
TIME: 9:00 a.m.  
PLACE: Highway Building Conference Room  
1605 East Main, Urbana, IL

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**Committee Members**

**Present:** Lorraine Cowart (Chair), Chris Alix, John Jay, Jim McGuire, Diane Michaels, Max Mitchell  
**Absent:** Lloyd Carter (Vice Chair), Shana Harrison,

**County Staff:** Jeff Blue (County Engineer), Rick Snider (County Administrator), Tracy Wingler (County Highway Department), Linda Lane (Recording Secretary)

**Others Present:** Pattsy Petrie (County Board Chair)

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**MINUTES**

**I. Call to Order**

Committee Chair Cowart called the meeting to order at 9:00 a.m.

**II. Roll Call**

A verbal roll call was taken and a quorum was declared present.

**III. Approval of Agenda/Addendum**

**MOTION** by Ms. Michaels to approve the agenda; seconded by Mr. Alix. Ms. Cowart stated on the addendum the wrong resolution was attached and the correct one would be handed out by Mr. Blue. Upon vote, the **MOTION CARRIED unanimously.**

**IV. Approval of Minutes – May 6, 2016**

**MOTION** by Mr. Jay to approve the minutes of the May 6, 2016 meeting; seconded by Ms. Michaels. Upon vote, the **MOTION CARRIED unanimously.**

**V. Public Participation**

None

**VI. Communications**

None

**VII. County & Township Motor Fuel Tax Claims – May 2016**

**MOTION** by Mr. Alix to receive and place on file the County and Township Motor Fuel Tax Claims for May 2016; seconded by Mr. Jay. Upon vote, the **MOTION CARRIED unanimously.**

Mr. Mitchell entered at 9:03 a.m.

**VIII. Petition & Resolution for Mahomet Township #16-15032-00-BR**

Mr. Blue pointed out there is a bridge on Spring Lake Road where the pre-cast superstructure, or deck, from the 70s has a number of cracks and needs to be replaced. He said this will be a Township Bridge Program project, meaning 80% Township Bridge Program funds, 10% County funds, and 10% Township funds with the cost of the engineering being split between the County and Township.

44 Ms. Cowart asked who is paying the 80%. Mr. Blue replied the Township Bridge Program, which is a  
45 State program that comes off the top of the Motor Fuel Tax. He said the estimated cost is \$250,000 with  
46 \$25,000 being the County's share, plus half of the engineering costs.

47 **MOTION** by Mr. Jay to approve; seconded by Ms. Michaels. Mr. Alix wondered how that worked when  
48 they built the lake. He asked if the Township put the bridge in gratis. Mr. Blue replied he doesn't know  
49 the full history of the bridge, but thought the current bridge is probably the second one. Ms. Cowart  
50 asked how long these bridges usually last. Mr. Blue answered 60-70 years the way they are built now.  
51 Upon vote, the **MOTION CARRIED unanimously**.

52 **IX. Resolution Appropriating Funds for County Highway 23, Section #14-00438-00-RS**  
53 Mr. Blue noted this is a project for next year. He said the road runs from Dewey to the County Line, is in  
54 very poor shape, has very steep slopes along a few miles, and has steep and deep ditches. He explained  
55 they will do some widening of the roadway, make the ditches safer, do cold-in-place recycling of the  
56 surface, and put a new surface on top of that. Mr. Blue said they are doing the design in-house, but due  
57 to the load of work on his engineers, they are unable to finish it in time to get the project bid this winter.  
58 He explained this is similar to Cardinal and Rising road where they are hiring an engineering firm. Mr.  
59 Blue said the engineering firm is estimating \$50,000 in total cost, so he put in \$60,000 to make sure  
60 there was enough. **MOTION** by Mr. McGuire to approve; seconded by Mr. Alix.

61 Ms. Michaels asked if the road went into Elliot. Mr. Blue answered yes. Mr. Michaels mentioned a large  
62 curvy area with a lot of gravel where 1000 and 3100 meet and wanted to know if they were cleaning it  
63 up. She said that is a very dangerous curve. Mr. Alix thought the gravel was a Township stockpile. Mr.  
64 Blue agreed that it was said fixing it isn't in the project plan.

65 Mr. Alix asked how the ditches are fixed. Mr. Blue replied they will fill them in and widen the right-of-  
66 way. Ms. Petrie asked if land was borrowed for other projects to cause the ditches to be so deep. Mr.  
67 Blue responded that this is a road acquired from the State and it was in that condition when they got it.

68 Ms. Petrie asked how much more the engineering is costing by going outside. Mr. Blue answered that  
69 the computer applications the engineering firm is using the County doesn't have. He said the County has  
70 a very rudimentary CAD program and noted there isn't enough work to keep a full-time hire busy. He  
71 commented that it's hard for him to estimate the cost because they don't have the appropriate tools.  
72 Ms. Michaels asked if they would see this more often. Mr. Blue replied this is what they will be going  
73 towards because they don't have the expertise. Ms. Michaels asked if this would save the County money  
74 in the end. Mr. Blue felt it would. Upon vote, the **MOTION CARRIED unanimously**.

75 **X. Resolution Appropriating Funds for County Highway 18, Section #16-00033-00-BR**  
76 Mr. Blue said this is preliminary engineering for a bridge built around 1900. He stated they didn't receive  
77 notification until two weeks ago the bridge needed replaced. He explained the State did an inspection in  
78 2013, without the County knowing, and determined it could hold legal loads only. He stated this needs  
79 to be replaced before the State does another inspection and decides the bridge should be posted. Mr.  
80 Blue said this one, along with the next item on the agenda, are both bridges on CH18. **MOTION** by Mr.  
81 Alix to approve; seconded by Mr. Mitchell.

82 Mr. Alix commented that it would have been nice to know this when the road was rebuilt. Mr. Blue said  
83 they only paved up to the bridge but didn't go over it. Ms. Cowart asked if State or Federal is going to  
84 help with the replacement. Mr. Blue answered no. Mr. Alix asked the total cost of both bridges. Mr. Blue  
85 replied about \$1 million. Ms. Michaels commented that she knows the County keeps up with replacing  
86 bridges when needed, but stated she didn't want to see them run out of money and have a bridge not  
87 get done that would have taken precedence over another. Mr. Blue explained that ever since the  
88 Minnesota bridge collapse the Feds are re-examining how bridges are evaluated as far as loads. He  
89 noted the State sent an email a month ago that said based on the new criteria coming out of  
90 Washington D.C., they have to re-rate X number of bridges. Mr. Blue said there are thousands of bridges  
91 and they can no longer use engineering judgement to rate the bridges. Mr. McGuire asked if they were

92 pushing down any money with this. Mr. Blue replied no. Upon vote, the **MOTION CARRIED**  
93 **unanimously.**

94 **XI. Resolution Appropriating Funds for County Highway 18, Section #16-00039-00-BR**  
95 **MOTION** by Mr. McGuire to approve; seconded by Ms. Michaels. Mr. Blue said this will be a third  
96 generation bridge and explained both the sub-structure and the super-structure need to be replaced  
97 because both are in poor shape. Mr. Blue noted this bridge isn't coming from the State rating system,  
98 but if they're going to close Monticello Road, he only wants to do it once and replace both bridges. Upon  
99 vote, the **MOTION CARRIED unanimously.**

100 **XII. Resolution Appropriating Funds for County Highway 16, Section #15-00028-00-BR**  
101 Mr. Blue said the State's multi-year program came out, and included in that program is the replacement  
102 of the Pesotum bridge on St. Mary's Road. He noted the project is \$1.25 million and the bridge is already  
103 load rated down to 15 tons. He pointed out that when projects like this come up it's usually four to five  
104 years before the money is available. Mr. Blue stated this resolution is for money to do the engineering  
105 work. He said the project will be 80% funded by the Major Bridge Program Fund, with the County paying  
106 the remaining 20%. He commented that once they have the estimate back, he will come back to  
107 committee with a resolution to fund the County's 20% to replace the bridge. **MOTION** by Mr. Mitchell to  
108 approve; seconded by Mr. McGuire.

109 Mr. Alix asked if they had a commitment that they would receive the money. Mr. Blue said this is  
110 Federal money so it's just pass-through. Upon vote, the **MOTION CARRIED unanimously.**

111 **XIII. Mack Truck Lease**  
112 Mr. Blue reminded everyone that they received the bids from First Bank and Busey and passed the  
113 resolution for a 2.45% loan rate. He said he told First Bank to get the paperwork going and the bank  
114 asked who has authority to sign the note. Mr. Blue said neither the Auditor nor Treasurer knew because  
115 this is new, so he sent an email to the State's Attorney. He explained the State's Attorney's office did  
116 some digging in the State statues and came back with the answer that the County doesn't have the  
117 authority to borrow money as a straight loan. Ms. Michaels commented that they couldn't have  
118 borrowed from Mack either then. Mr. Blue explained it has to be a lease, not a loan. He said he was told  
119 by First Bank that they have an outside leasing source they can use but the rate is 2.65%. Mr. Blue noted  
120 Mack was at 2.69%, so this is still the best rate. He stated he sent those lease documents to the State's  
121 Attorney's office and they said they think it will work, but a resolution rescinding the resolution for the  
122 2.45% will have to be passed, and authority given for the lease at 2.65%. Mr. Blue said the trucks won't  
123 be delivered until August or September so he is going to let the State's Attorney work directly with the  
124 bank to figure everything out. He stated once that is done he will bring it back to committee so they can  
125 pass it to the Board.

126 Mr. Alix wondered what the difference between a vehicle loan and a lease is. Mr. Blue felt lease is a  
127 different way to say loan for a government. Ms. Michaels said its rent to own. Mr. Alix asked if there is a  
128 difference in the residual. Mr. Blue said that maybe that's where it comes in because the residual is how  
129 Mack does their lease. Mr. Alix asked if we have to buy the truck at the end of the lease. Mr. Blue  
130 answered the last payment is the buyout and the County will own the trucks.

131 **XIV. Snowplowing Discussion**  
132 Mr. Blue said he originally put this on the agenda to talk about expectations, of the Board as well as the  
133 general public, of the County's snowplowing in Champaign County. He noted Vermilion County, Ford  
134 County, Piatt County, and Douglas County don't plow 24/7 or have a bare pavement policy. He said they  
135 get people where they want to be, but they don't plow 24/7 and some don't use salt at all except in  
136 extreme conditions. Mr. Blue explained this is coming up because of some of the discussions they've  
137 been having through negotiations with AFSCME for the contract that was up December 1, 2015. He  
138 suggested in order to have a more thorough conversation they go into closed session.

139 **MOTION** by Mr. Alix at 9:46 a.m. to move to enter into closed session pursuant to 5 ILCS 120/2 (c) (2) to  
140 consider collective negotiating matters between Champaign County and its employees or their  
141 representatives. He further moved the following individuals remain present: the County Administrator,  
142 the Recording Secretary, the County Engineer, and the Road Foreman; seconded by Ms. Michaels.  
143 **MOTION CARRIED by roll call vote with Alix, Jay, McGuire, Michaels, Mitchell, and Cowart voting yes.**

144 The meeting returned to open session at 10:17 a.m. A roll call was taken with Alix, Jay, McGuire,  
145 Michaels, Mitchell, and Cowart present establishing a quorum.

146 **XV. Other Business**

147 A. Cancel July Highway Committee Meeting – **MOTION** by Mr. McGuire to cancel the July Highway  
148 Committee Meeting; seconded by Mr. Mitchell. Mr. Blue said there will be a few items but he will  
149 take them directly to the Board. Ms. Cowart said they usually cancel the July meeting. Upon vote,  
150 the **MOTION CARRIED unanimously.**

151 B. **Resolution Appropriating Funds for Rising Road and Cardinal Road, Section #15-03439-00-SP**

152 C. **Resolution Approving Joint Agreement with IDOT for Construction of the Intersection of Rising**  
153 **Road and Cardinal Road Section #15-03439-00-SP**

154 Mr. Blue noted this is an ongoing project and it will be on the July IDOT bid letting. He said they  
155 need to get the resolutions through to fund the local share and have the Chair sign a joint  
156 agreement with IDOT stating we passed resolutions to fund the local share. Mr. Blue explained the  
157 local share will be paid back to the County from Hensley and Champaign Townships. He said the first  
158 resolution is for \$100,000 from the County Highway Fund for the construction of the project, and  
159 the second resolution gives the Chair the authority to sign the joint agreement. **Omnibus MOTION**  
160 by Mr. Mitchell to approve appropriating the funds and have the Chair sign the IDOT joint  
161 agreement; seconded by Mr. Alix. Upon vote, the **MOTION CARRIED unanimously.**

162 **XVI. Chair's Report**

163 None

164 **XVII. Designation of Items to be Placed on Consent Agenda**

165 Ms. Cowart stated that items VIII, IX, X, XI, XII, XV-B, and XV-C are to be placed on the consent agenda.

166 **XVIII. Adjournment**

167 There being no further business, Ms. Cowart adjourned the meeting at 10:18 am.

168 *\*\*Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the*  
169 *meeting.*

# CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE  
COUNTY ENGINEER

1605 E. MAIN STREET

(217) 384-3800

URBANA, ILLINOIS 61802

FAX (217) 328-5148

August 5, 2016

## COUNTY MOTOR FUEL TAX CLAIMS FOR JUNE

Req No.	Payee	Description	Amount
29	Cross Construction	Pipe stocking fee	2,118.40
30	Open Road Asphalt	6.27 tons cold mix	752.40
31	Sherwin Industries	Roadsaver 217	7,716.77
32	Lehigh Hanson	106.87tons CA-10 47.62tons CA-16	1,907.90
33	Emulsicoat, Inc.	1590.92 gallons HFE-90	2,943.21
34	Emulsicoat, Inc.	429.23 gallons HFE-90	794.08
35	Applied Research Associates	70% remaining on data collect/PMS update	59,500.00
36	Blue, Jeff	Travel expense to NCUTCD meeting	1,264.45
37	Emulsicoat, Inc.	222.08 gallons HFE-90	410.85
			<hr/> <b>\$ 77,408.06</b> <hr/>

	Payee	Description	Amount
<b><u>TOWNSHIP MOTOR FUEL TAX CLAIMS FOR JUNE</u></b>			
Req No.			
28	Tuscola Stone	Condit Twp 305 tons CA-15 FOB @ 13.25	4,041.26
29	Tuscola Stone	Hensley Twp 508.76tons CA-15 F&D @17.86	9,086.47
30	Tuscola Stone	Urbana Twp 581.28tons CA-15 F&D @17.25	10,317.80
31	Illiana Construction	Tolono Twp 5969.93gl HFP, 1153.02gl HFE-90 Spd	17,392.48
32	Illiana Construction	Pesotum Twp 2960gl HFP. 22561.89gl HFE-90 Spd	53,507.60
33	Osterbur Trucking	Condit Twp Riprap & 305T CA-15 Hauled	2,131.36
34	Illiana Construction	Sadorus Twp 17811.98gl HFE-90 600T Spread	37,107.12
35	Illiana Construction	Tolono Twp 1042gl MC-30, 6035.9gl HFP Spd	17,372.02
36	Illiana Construction	Scott Twp 35940gl HFE-90, 408.38T Rock Spread	73,488.00
37	Langley Trucking	Kerr Twp 509.81 Tons CA-16 F&D @ 29.00	14,784.49
			<hr/> <b>\$239,228.60</b> <hr/>

# CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE  
COUNTY ENGINEER

1605 E. MAIN STREET

(217) 384-3800

URBANA, ILLINOIS 61802

FAX (217) 328-5148

August 5, 2016

## COUNTY MOTOR FUEL TAX CLAIMS FOR JULY

Req No.	Payee	Description	Amount
38	Emulsicoat, Inc.	410.12 gallons HFE-90 FOB	758.72
39	Illiana Construction	5318.20gl HFE-150, 23909.92gl HFP, Rock Spread	70,509.35
40	Illiana Construction	26688.18gl HFP, Rock Spread	65,732.11
41	City of Urbana	10% ROW acquisition Parcel 105 Lincoln Ave	350.00
42	City of Urbana	10% Prop Tax Parcel 101, 105, 106, 102, 103, 101	792.86
43	City of Urbana	10% Purchase of Parcel 102 for Lincoln Ave	21,495.69
44	City of Urbana	10% Purchase of Parcel 106 for Lincoln Ave	12,467.23
			<hr/> <b>\$ 172,105.96</b> <hr/>

## TOWSHIP MOTOR FUEL TAX CLAIMS FOR JULY

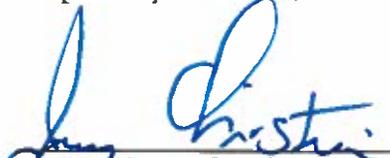
Req No.	Payee	Description	Amount
38	Illiana Construction	Colfax Twp 23376.08gl HFE-90, Rock Spread	49,358.67
39	Summers Trucking	St Joseph Twp 211.80tons CA-15 F&D	3,990.31
41	Summers Trucking	St Joseph Twp 35541.03gl HFE_90, Rock Spread	73,690.19
42	Tuscola Stone	Urbana Twp 162.09tons CA-15 F&D	2,877.13
43	Illiana Construction	Urbana Twp 26310.18gl HFE-90	50,778.65
44	Illiana Construction	Brown Twp 21494.80gl HFE-90	41,490.77
45	Illiana Construction	Stanton Twp 39419.68gl HFE-90	76,080.00
46	Illiana Construction	Newcomb Twp 2527.29gl HFP, 5910.49gl HFE-90	18,307.01
47	Emulsicoat, Inc.	East Bend Twp 273.41gl HFE-90 FOB	423.79
			<hr/> <b>\$316,996.52</b> <hr/>

PETITION

Petitioner, Jerry Christian, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the Crittenden Road District, Champaign County, Illinois; and
2. There is a bridge located in Section 33, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be repaired; and
4. The cost of repairing the aforesaid structure is estimated to be \$36,500.00, which will be more than .02% of the value of all the taxable property in the Crittenden Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Crittenden Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Crittenden Road District is prepared to pay one-half of the cost of the repairing of said structure.

Respectfully submitted,

  
Commissioner of Highways of  
Crittenden Road District,  
Champaign County, Illinois

RESOLUTION NO.

PETITION REQUESTING AND RESOLUTION APPROVING  
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND  
PURSUANT TO 605 ILCS 5/5-501

WHEREAS, the County Board finds that based on the representations in the attached Petition, it required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

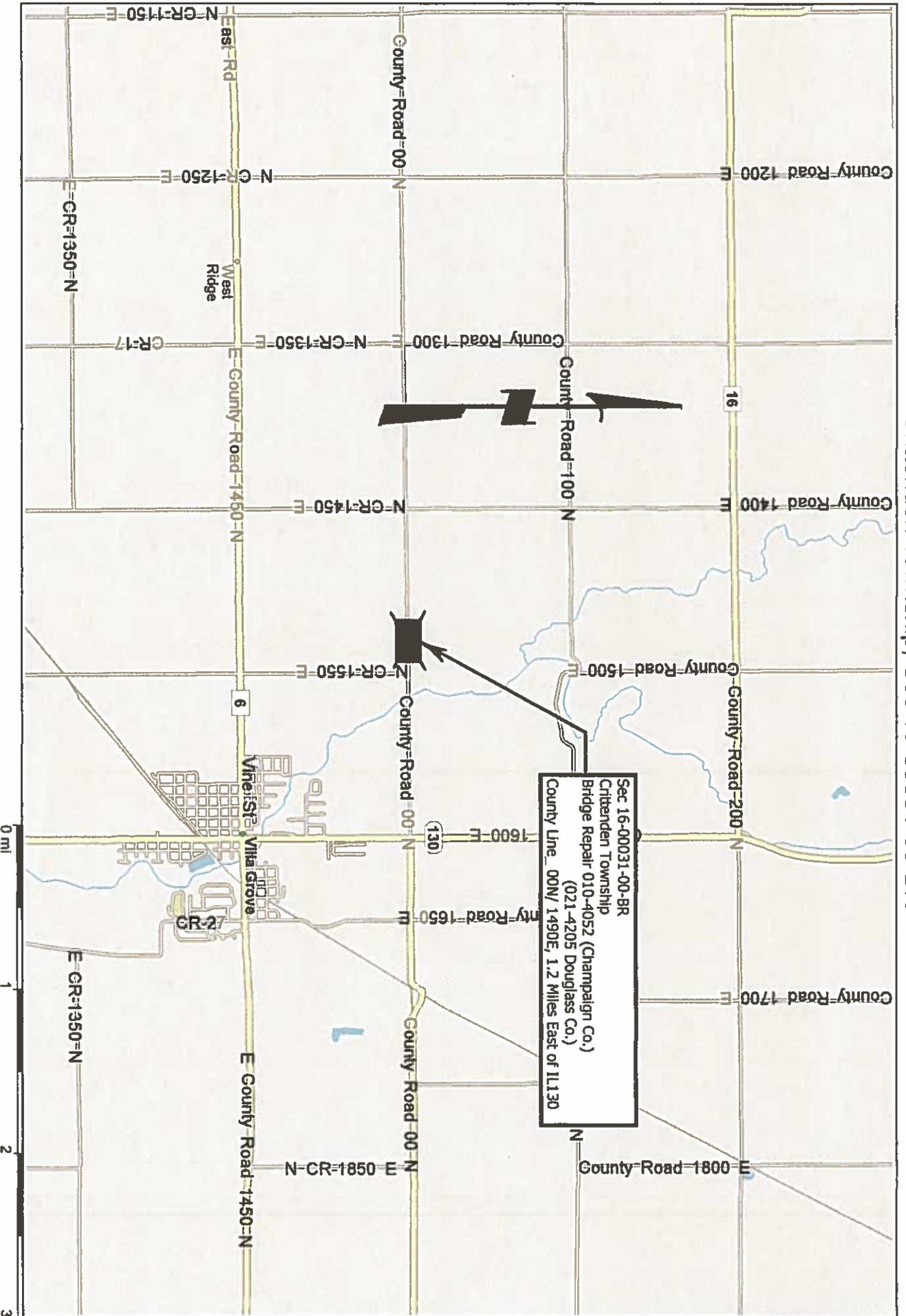
1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of repairing the structure on the aforesaid petition to cover the cost of materials.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvements.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, either by the letting of a contract or by the County Highway Department doing the work.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvements, and shall show the division of cost between the County and the Crittenden Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Crittenden Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 18th day of August, 2016.

\_\_\_\_\_  
Patti Petrie, Chair  
County Board  
Champaign County, Illinois

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

Crittenden Township, Sec 16-00031-00-BR



Sec 16-00031-00-BR  
Crittenden Township  
Bridge Repair 010-4052 (Champaign Co.)  
(021-4205 Douglass Co.)  
County Line 00N/ 1490E, 1.2 Miles East of IL130

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LOCATION MAP

RESOLUTION NO. \_\_\_\_\_

RESOLUTION REAPPOINTING JEFF BLUE AS COUNTY ENGINEER of CHAMPAIGN COUNTY, ILLINOIS

WHEREAS, a vacancy will exist on 10/12/2016 in the position of County Engineer in Champaign County due to the expiration of the six-year term of incumbent County Engineer Jeff Blue; and

WHEREAS, the Champaign County Board by Resolution No. 9554, dated March 21, 2016, requested the consent of the Illinois Department of Transportation to reappoint Jeff Blue; and

WHEREAS, the Illinois Department of Transportation has on March 31, 2016 given its consent to reappoint Jeff Blue.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County, Illinois that Jeff Blue is hereby appointed County Engineer for Champaign County for a term of six years effective October 12, 2016; and

BE IT FURTHER RESOLVED by the County Board that the salary of the County Engineer shall be as follows:

October 12, 2016 to December 31, 2016 – Salary based upon a prorated annual salary of \$141,522.10.

January 1, 2016 to October 11, 2022 – To be Determined and based on the Non-Bargaining Salary Administration Plan adopted by the County Board for that fiscal year

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit two (2) certified originals of this resolution to the Illinois Department of Transportation, through its Regional Engineer's office at Paris, Illinois.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 18<sup>th</sup> day of August, A.D., 2016.

\_\_\_\_\_  
Pattsi Petrie, Chair  
County Board of the County of  
Champaign, Illinois

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk and  
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer

I, Gordy Hulten, 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 Champaign County at its County Board Meeting held at Urbana, Illinois, on August 18, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County this \_ day of \_\_\_\_\_  
A.D. 2016.

---

Clerk

SEAL

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR CONTRACT AWARD AUTHORITY  
Section #16-00035-00-BR

WHEREAS, Resolution number 9566, adopted on April 21, 2016 appropriated \$400,000 from the County Bridge fund for the deck replacement of structure 010-3010 on County Highway 20 (Hensley Road) ; and

WHEREAS, The County Engineer received a bridge rating from the Illinois Department of Transportation causing structure 010-3010 to be posted due to the under designed reinforced concrete slab superstructure; and

WHEREAS, the timeliness of the replacement of this structure is of the utmost importance to the safety of the traveling public; and

WHEREAS, it is often difficult to schedule bid openings to coincide with regularly schedule County Board meetings.

NOW, THEREFORE, BE IT RESOLVED, that as soon as authority is given to the County Engineer by the Illinois Department of Transportation to advertise for bids , that it shall be done and the bids be opened as soon as possible; and

BE IT FURTHER RESOLVED, that the Champaign County Board agrees to allow Jeff Blue, P.E., Champaign County Engineer, to accept the low bid for construction on behalf of Champaign County if the low bid is within 10% of the engineer's estimate.

BE IT FURTHER RESOLVED, that the County Engineer will report the results of the bid to the next regularly scheduled Highway Committee meeting after the bid opening.

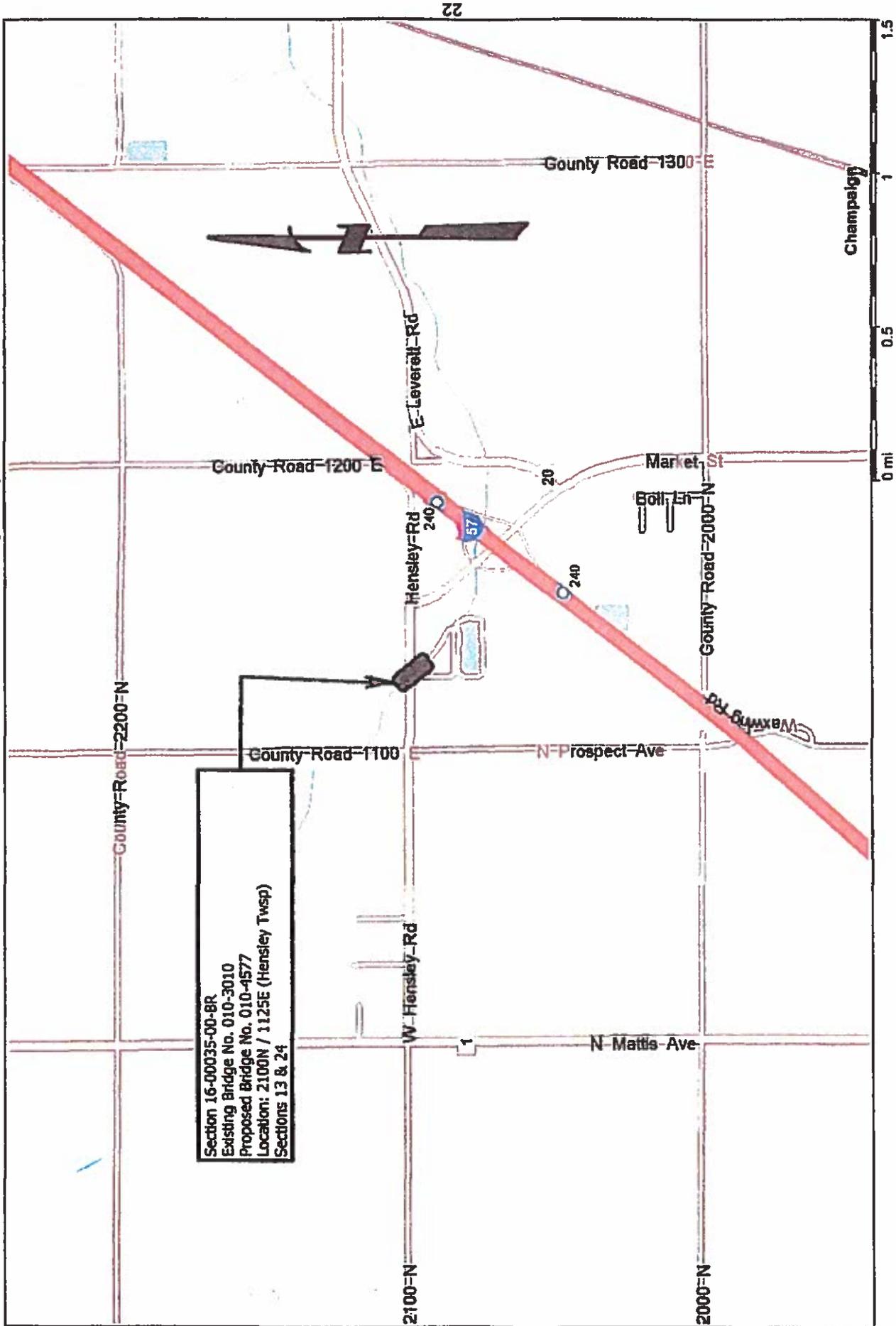
PRESENTED, ADOPTED, APPROVED, and RECORDED this 18<sup>th</sup> day of August A.D., 2016.

\_\_\_\_\_  
Pattsi Petrie, Chair  
County Board of the County of  
Champaign, Illinois

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk and  
Ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer

Section 16-00035-00-BR, County Hwy 20



Section 16-00035-00-BR  
 Existing Bridge No. 010-3010  
 Proposed Bridge No. 010-4577  
 Location: 2100N / 1125E (Hensley Twp)  
 Sections 13 & 24

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RESOLUTION NO.

RESOLUTION APPROPRIATING \$30,427.00 FROM  
COUNTY MOTOR FUEL TAX FUNDS FOR  
CHAMPAIGN COUNTY'S SHARE OF THE  
CHAMPAIGN-URBANA URBANIZED AREA TRANSPORTATION STUDY  
SECTION #16-00000-00-ES

WHEREAS, The County Board of Champaign County is desirous of entering into a contract to have the following study performed under the Illinois Highway Code, designated at Section #16-00000-00-ES:

CHAMPAIGN-URBANA URBANIZED AREA TRANSPORTATION  
STUDY; and

WHEREAS, the proposed study consists of the County of Champaign's annual contribution to the Champaign County Regional Planning Commission and its share of funding the above mentioned study.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Thirty Thousand Four Hundred Twenty-seven Dollars (\$30,427.00) from County Motor Fuel Tax Funds for the County's share; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to Mr. Kensil Garnett, District Engineer, Illinois Department of Transportation, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 18<sup>th</sup> day of August A.D., 2016.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk and  
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer

I, Gordy Hulten, 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 Champaign county, at its County Board meeting held at Urbana, Illinois on August 18, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2016.

(SEAL)

\_\_\_\_\_  
County Clerk

APPROVED

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
District Engineer

Date of Lease: \_\_\_\_\_

Lease Number: \_\_\_\_\_

**GOVERNMENTAL  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

\_\_\_\_\_  
(Lessor)

\_\_\_\_\_  
(Lessee)

\_\_\_\_\_

\_\_\_\_\_  
(Street Address of Lessee)

\_\_\_\_\_

\_\_\_\_\_  
(City, State and Zip of Code)

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the items of Equipment (the "Equipment") described in Attachment A attached to this Equipment Lease-Purchase Agreement (the "Lease"), upon the following terms and conditions:

**1. Delivery and Acceptance.** Lessor will cause the Equipment to be delivered to Lessee pursuant to the Purchase Agreement ("Agreement") at the location specified in Attachment A (the "Equipment Location"). The first truck shall be delivered on or before September 1, 2016, and the last of the four trucks on or before November 1, 2016. Lessee will accept the Equipment after it completes testing of the Equipment, no more than 7 days after delivery. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor and the Supplier an Acceptance Certificate in the form of Attachment B. Lessor delegates to Lessee all power to accept or reject the Equipment under the Agreement. Risk of loss will transfer to Lessee upon mailing of the Acceptance Certificate. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and return of the Equipment, if not paid by the Supplier.

**2. Term.** This Lease will become effective upon the execution hereof by Lessor. The term of this Lease will commence on the date the Equipment is accepted pursuant to Section 1 above and, unless earlier terminated as expressly provided for in this Lease, will continue until the Expiration Date set forth in Attachment C attached thereto (hereinafter the "Lease Term").

**3. Rent.** Lessee agrees to pay Lessor or its assignee the Lease Payment (herein so called), including the time price differential portion, equal to the amounts specified in Attachment C. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place the Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment date as set forth in Attachment C and thereafter on the dates set forth in Attachment C. All payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.). Except as specifically provided in Section 4 thereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever.

Lessee reasonably believes that funds can be obtained sufficient to make all Lease payments. Lessee represents that the use of the Equipment is essential to and will be used only for the purpose of performing one or more governmental functions of Lessee.

**4. Non-appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this lease, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination, Lessee agrees to peaceable surrender of possession of the Equipment to Lessor as set forth in Section 18. Notwithstanding the foregoing, Lessee agrees that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs.

**5. Warranties and Limitation on Warranties.**

a. Lessor warrants that the goods are those stated in Attachment A, and that no person holds or will acquire a security interest or other claim to or interest in the Equipment that arose from an act or omission of the Lessor which will interfere with the Lessee's enjoyment of its leasehold interest.

b. Lessee acknowledges and agrees that the Equipment is of a size, design, and capacity selected by Lessee, that Lessor is neither a manufacturer nor a Supplier of such equipment, and, except as stated in Section 5.a. the **LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS OR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.**

c. Lessor hereby assigns to Lessee during the Lease term, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and lessor authorizes lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor agrees that it will provide Lessee with any and all documentation relating to manufacturer's warranties in its possession or control. Lessor agrees that it will do or cause to be done all things necessary to preserve the Lessee's ability to make any lawful claim under the warranties.

d. Nothing in this Section 5 shall be construed, in any way, to limit the Lessor's or the Lessee's right to recover against the Supplier, under any of the Supplier's warranties or

otherwise.

**6. Authority and Authorization.** Lessee represents, covenants and warrants, and as requested by lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a fully constituted political subdivision of the State of the Equipment Location; (ii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; and (iii) this lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect;(ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

**7. Title.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee. Lessor will provide documentation of title to Lessee after it receives the Acceptance Certificate. However, (i) in the event of termination of this Lease by Lessee pursuant to Section 4 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised by the Lessee prior to the Expiration Date, title will immediately vest in Lessor or its assignee.

**8. Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building hereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a landlord or mortgagee waiver with respect to the Equipment

**9. Use; Repairs.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of its possessions, use or maintenance. Lessee, at its expense, will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefore. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

**10. Alterations.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the equipment. Nothing in this Section will preclude Lessee from conducting normal and customary maintenance or repairs on the Equipment.

**11. Inspection.** Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**12. Liens and Taxes.**

- a. The parties intend this transaction to be exempt from either the Retailers' Occupation Tax, pursuant to 35 ILCS 120/2-5(29) and 86 Ill. Adm. Code 130.2012; or the Illinois Use Tax, pursuant to 35 ILCS 105/3-5(32) and 86 Ill. Admin. Code 150.332(b).
- b. Should taxes arise under the Retailers' Occupation Tax, and Use Tax from a failure to properly claim these exemptions with the information provided:
  - i. Lessor shall pay such taxes.
  - ii. Lessor shall be responsible for keeping the Equipment free of any encumbrances arising from these taxes.
- c. Except as stated in Section 12.b, Lessee shall:
  - i. Pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession of use of the equipment, excluding however, all taxes on or measured by Lessor's income.
  - ii. Keep the Equipment free and clear of all levies, liens and encumbrances.
- d. If either party fails to pay said taxes when due, the other party shall have the right, but shall not be obligated, to pay said taxes. If either party pays any charges or taxes for which the other is responsible or liable under this Agreement, the responsible party shall reimburse the liable party therefore.

**13. Risk of Loss; Damage; Destruction.** At the time stated in Section 1, Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever when the Acceptance Certificate is issued, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this lease after that point. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss.

**14. Insurance.** Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment. Each insurance policy will name Lessee as an insured

and Lessor or its assigns as an additional insured and loss payee, and will contain a clause requiring the insurer to give the Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**15. Purchase Option.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no evidence of Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase, in whole or in part, the Equipment on the Lease Payment dates set forth in Exhibit B by paying to Lessor, on such date, the Lease Payment then due together with the Concluding Payment amount set forth opposite such date, prorated based upon the number of trucks purchased. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the purchased Equipment to Lessee as is, without warranty, express or implied, except that Lessor will warrant to Lease that the Equipment is free and clear of any liens created by Lessor. This Lease shall continue in full force and effect as to any non-purchased Equipment, with payments reduced proportionally.

**16. Assignments.** Without Lessor's prior written consent, neither party will either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment, or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Subject to the foregoing, this inures to the benefit of and is binding upon the heirs, executor's, administrators, successors, and assigns of the parties hereto.

**17. Events of Default.** The term "Event of Default" as used herein, means the occurrence of any one or more of the following events, if Lessor reasonably and in good faith believes that the prospect of payment or performance under this Lease, or the value of the Equipment, is impaired

(a) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of this lease (except in the case of non-appropriation as set forth in Section 4), and such failure continues for ten (10) days after the due date thereof, three or more times in a six (6) month period; or

(b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor.

**18. Remedies.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing,

- (a) If the Lessee is in default, Lessor may exercise any of its remedies specifically authorized under the Uniform Commercial Code, including, without limitation, those non-optional remedies listed at 810 ILCS 5/2A-523. If Lessor takes possession of the Equipment pursuant to 810 ILCS 5/2A-525, Lessee agrees to peaceably surrender the Equipment and transfer title and warranties to the Equipment back to Lessor. The Equipment shall then be prepared for shipment in accordance with manufacturer specifications and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.
- (b) If Lessor is in default, Lessee may, at its option, exercise any right specifically authorized by the Uniform Commercial Code, including, without limitation, those non-optional remedies listed at 810 ILCS 5/2A-508.

**19. Notices.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, postage fully pre-paid, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

**20. Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this lease.

**21. Uniform Commercial Code.** The parties acknowledge that this is a finance lease under the terms of the Uniform Commercial Code, and that Lessee has selected the Supplier and the Equipment and is aware of the identity of the Supplier. Lessor has acquired the Equipment solely to lease to Lessee at the direction of the Lessee. Lessee is entitled under the Uniform Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier, and Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. Lessor warrants that it shall not modify the supply contract without prior notice to, and written approval of, the Lessee.

**22. Governing Law.** This Lease shall be construed in accordance with, and governed by the laws of Illinois.

**23. Delivery of Related Documents.** Lessee and Lessor will execute or provide, as requested by the other party, such other documents and information as are reasonably necessary with respect to the Transaction contemplated by this Lease.

**24. Amendments, Cancellation, or Termination:** The commitments, agreements, and obligations set forth in this Agreement, including the warranties appended hereto, may not be amended, canceled, terminated, or otherwise amended, except under the following conditions:

- a. On the mutual written consent of the Lessor and the Lessee.
- b. At the option of a non-defaulting party, violation of this Agreement or failure of a party to perform any obligation under this Agreement and to cure that failure

within 10 days after receipt of written notice from the non-defaulting party of the failure.

- c. At the option of any other party, any party files a petition, arrangement, or proceeding under the United States bankruptcy laws or similar laws of any other jurisdiction; enters into receivership; or assigns its assets for the benefit of its creditors other than in the ordinary course of business.

**25. Entire Agreement:** The following documents comprise this agreement:

- a. This writing;
- b. Its attachments;
- c. The Agreement;
- d. The RFP; and
- e. The Supplier's RFP response.

These documents, collectively, represent the entire agreement between the parties. A failure to strictly enforce the terms of this Agreement on one or more occasions shall not be construed as a waiver of the right to require strict enforcement of this Agreement on other occasions.

**26. Independent Contractor:** Neither the Lessor nor the Lessee will, for any purposes, be deemed to be an agent for another party and the relationship between the parties will only be that of independent contractors.

**27. Choice of Law:** This Agreement and all shipments made under it will be governed by Illinois law, and venue for all legal actions arising under this agreement shall be Champaign County, Illinois.

**28. Force Majeure:** In the event that any party is prevented from performing under this Agreement due to act of God, flood, war, epidemic, fire, labor dispute, embargo, governmental action or insurrection beyond the reasonable control of the party invoking this section, and if such party has used reasonable efforts to mitigate its effects and has given prompt written notice to the other party, performance under this Agreement will be excused, and the time for performance will be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse, if the party is unable to perform within 30 days after the event, the other party may terminate this Agreement. The terminating party will then be entitled to a full refund of all moneys paid, or Equipment delivered, pursuant to this agreement.

**29. Authority:** The undersigned warrants that the persons signing have the authority to do so and to bind their respective principals to this Agreement.

**So Agreed:**

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
LESSEE

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

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

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

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

Search 2A title stuff.

Go through remedies of 2A-523.

## SALES AGREEMENT

**Seller:**

Mack Sales and Service of Decatur  
3939 Northbrook College Road  
Decatur, Illinois 62524

**Purchaser:**

First Bank  
114 W. Church St.  
PO Box 18  
Champaign, Illinois 61824

**Lessee:**

Champaign County  
1776 East Washington  
Urbana, Illinois 61802

Seller agrees to sell and Purchaser agrees to purchase the items of Equipment (the "Equipment") described in Exhibit A attached to this Sales Agreement ("Agreement"), upon the following terms and conditions:

1. Purpose: Seller submitted the successful bid in Champaign County Request for Proposal to sell Champaign County the Equipment ("RFP"), which was awarded by Lessee to Seller in Champaign County Resolution No. 9630. That resolution contemplated financing the purchase with a private loan issued by Purchaser. It has since been deemed advisable to finance this purchase through a lease, rather than through a private loan. To finance this purchase, Lessee is entering into a finance lease with Purchaser ("Lease"). This Agreement is intended to transfer title of the Equipment to Purchaser so that Purchaser may execute the Lease with Lessee. This Agreement should be construed to:
  - a. Preserve all rights Lessee would have against Purchaser, through warranties or otherwise, had it purchased the Equipment directly from Seller.
  - b. Document the relationship between this Agreement, the Lease, and the RFP; and the relationship between Seller, Purchaser, and Lessee.
  - c. Limit Purchaser's role to that of Finance Lessor, and impose no obligations on Purchaser other than as specifically set forth herein and in the Lease and this Agreement.
2. Consideration: Seller agrees to sell, and Purchaser agrees to Purchase, the Equipment for the total sum of \$486,396.00, to be invoiced in four separate payments of \$121,599, each payable within 10 days of mailing of the Acceptance Certificate of one of the four trucks described in Attachment B, as described in Paragraph 3.
3. Delivery, Inspection, and Risk of Loss: Seller shall deliver the first truck in the Equipment to Lessee on or before September 1, 2016, and the last of the four trucks on or before November 1, 2016. Seller shall pay all transportation and other costs, if any, incurred in connection with the Delivery. Purchaser delegates to Lessee all power to accept or refuse the Equipment under this Agreement.

Lessee shall have 7 days to inspect the Equipment and confirm acceptance of the Equipment in writing. Lessee will evidence its acceptance of the Equipment by evacuating and delivering to Purchaser and the Seller a separate Acceptance Certificate (herein so called) for each truck in the form of Attachment B. Risk of loss will transfer to Lessee as to each truck upon mailing of the Acceptance Certificate. In the event the Equipment an Acceptance Certificate is not issued because a given truck does not conform to this Agreement, the Seller shall pay all costs associated with the return of the Equipment.

4. Title: Seller shall deliver to Purchaser all documents of title as to each truck upon receipt of the Acceptance Certificate for that truck.
5. Third Party Beneficiary: Lessee is a third party beneficiary to this Agreement. Lessee is entitled to make any claim under this Agreement or other warranties on the Equipment as if Lessee were the Purchaser.
6. Warranty: Seller warrants to Purchaser and to Lessee that, when delivered, the Equipment shall conform to all modifications and specifications made in the RFP and RFP response; that it will otherwise conform to all manufacturer's specifications; and that it shall be in new and good operating condition, fit for customary use in highway maintenance work. In addition, Seller shall extend to both Purchaser and Lessee the benefit of any and all manufacturer warranties on the Equipment, including, but not limited to, Mark Trucks Inc., Warranty Certificate for Chasis Protection Plan 2 (Attachment A); and Cummins Every Coverage North American Truck Coverages for 2013 ISL9 and ISB6.7 Engines (Attachment C). Seller will provide Lessee documentation of any and all modifications and specifications that cause the Equipment to deviate from manufacturer specifications. Notwithstanding anything to the contrary in Attachment A or C, these warranties shall be assignable.
7. Amendments, Cancellation, or Termination: The commitments, agreements, and obligations set forth in this Agreement, including the warranties appended hereto, may not be amended, canceled, terminated, or otherwise amended, except under the following conditions:
  - a. On the mutual written consent of the Seller, the Purchaser, and the Lessee.
  - b. At the option of a non-defaulting party, violation of this Agreement or failure of a party to perform any obligation under this Agreement and to cure that failure within 10 days after receipt of written notice from the non-defaulting party of the failure.
  - c. At the option of any other party, any party files a petition, arrangement, or proceeding under the United States bankruptcy laws or similar laws of any other jurisdiction; enters into receivership; or assigns its assets for the benefit of its creditors other than in the ordinary course of business.

8. Entire Agreement: This Agreement is comprised of the following documents and, in the event of any inconsistency, is to be resolved in this order of priority:
  - a. This writing;
  - b. Its attachments;
  - c. The Lease;
  - d. The RFP; and
  - e. The Seller's RFP response.

These documents, collectively, represent the entire agreement between the parties. A failure to strictly enforce the terms of this Agreement on one or more occasions shall not be construed as a waiver of the right to require strict enforcement of this Agreement on other occasions.

9. Notices: All notices to be given under this Agreement shall be made in writing and mailed by certified mail, postage fully pre-paid, return receipt requested, to the other parties at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.
10. Independent Contractor: Neither the Seller, the Purchaser, nor the Lender will, for any purposes, be deemed to be an agent for another party and the relationship between the parties will only be that of independent contractors.
11. Choice of Law: This Agreement and all shipments made under it will be governed by Illinois law, and venue for all legal actions arising under this agreement shall be Champaign County, Illinois.
12. Force Majeure: In the event that any party is prevented from performing under this Agreement due to act of God, flood, war, epidemic, fire, labor dispute, embargo, governmental action or insurrection beyond the reasonable control of the party invoking this section, and if such party has used reasonable efforts to mitigate its effects and has given prompt written notice to the other party, performance under this Agreement will be excused, and the time for performance will be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse, if the party is unable to perform within 30 days after the event, the other party may terminate this Agreement. The terminating party will then be entitled to a full refund of all moneys paid, or Equipment delivered, pursuant to this agreement.
13. Authority: The undersigned warrants that the persons signing have the authority to do so and to bind their respective principals to this Agreement.

Seller, Mack Truck

Purchaser, First Bank

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

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