

CITY OF LE ROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 854

AN ORDINANCE APPROVING A CONTRACT WITH STARK EXCAVATING, INC., FOR
COMPLETION OF THE WEST RELIEF STORM SEWER IN THE CITY OF LE ROY,
MC LEAN COUNTY, ILLINOIS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 16th DAY OF August, 1999

PRESENTED: August 16, 1999

PASSED: August 16, 1999

APPROVED: August 16, 1999

RECORDED: August 16, 1999

PUBLISHED: August 16, 1999

In Pamphlet Form

Voting "Aye" 5

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)



City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: August 16, 1999.

ORDINANCE NO. 854

AN ORDINANCE APPROVING A CONTRACT WITH STARK EXCAVATING, INC., FOR COMPLETION OF THE WEST RELIEF STORM SEWER IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find that it is in the best interests of the City of LeRoy and its residents that a West Relief Storm Sewer be constructed; and

WHEREAS, the Mayor and City Council of the City of LeRoy have determined based on a competitive bidding procedure that Stark Excavating, Inc., is the lowest responsible bidder and capable of doing the work as set forth in the specifications for the bid letting,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1. The contract, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved.

Section 2: The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that agreement as set forth in Exhibit "A" attached hereto, being certain to obtain one or more fully signed copies for the records of the city.

Section 3: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Dick Oliver, seconded by Dave McClelland, by roll call vote on the 16th day of August, 1999, as follows:

Aldermen elected 6 Aldermen present 5

VOTINGAYE

Dick Oliver, Steve Dean, Dave McClelland, Dawn Thompson, Ryan Miles
(full names)

VOTING NAY:

None

(full names)

ABSENT:

Ron Litherland

(full names)

ABSTAIN:

(full names)

OTHER:

(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 16th day of August, 1999.



Sue Marcum, City Clerk of the City of
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 16th day of

August, 1999.



Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)



Sue Marcum, City Clerk of the City
of LeRoy, McLean County, Illinois

AGREEMENT

This AGREEMENT, made this 12 TH day of AUG, 1999 by and between The City of LeRoy, hereinafter called "OWNER" and Stark Excavating, Inc. doing business as (an individual, a Corporation or a partnership,) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the West Relief Sewer.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same by October 1, 1999 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 117,228.00, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INFORMATION FOR BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) AGREEMENT
 - (F) GENERAL CONDITIONS
 - (G) SPECIAL CONDITIONS
 - (H) SUPPLEMENTAL CONDITIONS
 - (I) PAYMENT BOND
 - (J) PERFORMANCE BOND
 - (K) NOTICE OF AWARD
 - (L) NOTICE TO PROCEED
 - (M) CHANGE ORDER
 - (N) DRAWINGS prepared by Lewis, Yockey & Brown, Inc. titled Construction Plans, West Relief Sewer, City of LeRoy dated June 21, 1999.
 - (O) SPECIFICATIONS prepared or issued by Lewis, Yockey & Brown, Inc. dated June 1999.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assign.

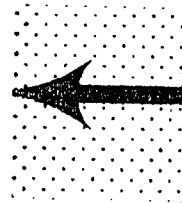
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate each of which shall be deemed and original on the date first above written.

OWNER: City of LeRoy

By Robert Rice

Name _____

Title Mayor



(SEAL)

ATTEST:

Name _____

Title City Clerk

CONTRACTOR:

By David K. Stark

Name *David K. Stark*

Title President

(SEAL)

ATTEST:

Faye Eades

Name Faye Eades

Title Secretary

PERFORMANCE BOND

Bond #11141677986

KNOW ALL MEN BY THESE PRESENTS: that

STARK EXCAVATING, INC.

(Name of Contractor)

1805 West Washington Street, Bloomington, IL 61701

(Address of Contractor)

a Corporation hereinafter called Principal, an

(Corporation, Partnership, or Individual)

Fireman's Fund Insurance Company

(Name of Surety)

727 Craig Road, St. Louis, MO 63141

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The City of LeRoy

(Name of Owner)

LeRoy, IL 61752

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Seventeen Thousand Two

Hundred Twenty Eight & No/100 - - - - - Dollars, \$(117,228.00****)

in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 5th day of August 1999, a copy of which is hereto attached and made a part hereof for the construction of:

West Relief Sewer Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the OWNER a outlay and expense which the OWNER may incur in making good any default, then the obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the 6th day of August 19 99.

ATTEST:

Jaye Eades
(Principal Secretary)

(SEAL) Karrie Hill
(Witness as to Principal)

1805 West Washington Street
(Address)

Bloomington, IL 61701

STARK EXCAVATING, INC.
Principal

By: [Signature]

1805 West Washington Street
(Address)

Bloomington, Illinois 61701

Fireman's Fund Insurance Company
Surety

ATTEST:

Ruth M. Hargie
(Surety Secretary)

(SEAL) Ruth M. Hargie
Witness as to Surety

101 South Towanda Avenue
(Address)

Normal, IL 61761

By: Rodney C. Brent
Attorney-in-Fact

101 South Towanda Avenue
(Address)

Normal, IL 61761

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

Bond #11141677986

KNOW ALL MEN BY THESE PRESENTS: that

Stark Excavating, Inc.

(Name of Contractor)

1805 West Washington, Bloomington, IL 61701

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Fireman's Fund Insurance Company

(Name of Surety)

727 Craig Road, St. Louis, MO 63141

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The City of LeRoy

(Name of Owner)

LeRoy, IL 61752

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Seventeen Thousand Two Hundred Twenty Eight & No/100 Dollars, \$117,228.00**

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 5th day of August 1999, a copy of which is hereto attached and made a part hereof for the construction of:

West Relief Sewer Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the 6th day of August 19 99.

ATTEST:

Jaye Eades
(Principal Secretary)
(SEAL)

STARK EXCAVATING, INC.
(Company)
By [Signature] (s)
1805 West Washington Street
(Address)
Bloomington, IL 61701

Kassie Hill
(Witness as to Principal)
1805 West Washington Street
(Address)
Bloomington, IL 61701

Fireman's Fund Insurance Company
(Surety)
By [Signature]
(Authorized Agent)
101 South Towanda Avenue
(Address)
Normal, IL 61761

ATTEST:
Ruth M. Hargis
(Witness as to Surety)
101 South Towanda Avenue
(Address)
Normal, IL 61761

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

FIREMAN'S FUND INSURANCE COMPANY

NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY

ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That FIREMAN'S FUND INSURANCE COMPANY, a California corporation, NATIONAL SURETY CORPORATION, an Illinois corporation, THE AMERICAN INSURANCE COMPANY, a New Jersey corporation redomesticated in Nebraska, ASSOCIATED INDEMNITY CORPORATION, a California corporation, and AMERICAN AUTOMOBILE INSURANCE COMPANY, a Missouri corporation, (herein collectively called "the Companies") does each hereby appoint Rodney L. Brent, Ronald D. Timmerman, David D. McGrew, John P. Lenahan, and Michael S. McNeeley, Normal, IL

their true and lawful Attorney(s)-in-Fact, with full power of authority hereby conferred in their name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seals of the Companies and duly attested by the Companies' Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted under and by the authority of Article VII of the By-laws of FIREMAN'S FUND INSURANCE COMPANY, NATIONAL SURETY CORPORATION, THE AMERICAN INSURANCE COMPANY, ASSOCIATED INDEMNITY CORPORATION and AMERICAN AUTOMOBILE INSURANCE COMPANY which provisions are now in full force and effect.

This power of attorney is signed and sealed under the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY, NATIONAL SURETY CORPORATION, THE AMERICAN INSURANCE COMPANY, ASSOCIATED INDEMNITY CORPORATION and AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held, or by written consent, on the 19th day of March, 1995, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of the Companies, and the seal of the Companies may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Companies."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed by their Vice-President, and their corporate seals to be hereunto affixed this 20 day of October 1998



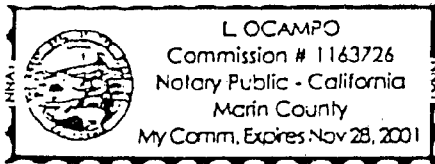
FIREMAN'S FUND INSURANCE COMPANY
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

B: [Signature]
Vice President

STATE OF CALIFORNIA }
COUNTY OF MARIN } ss

On this 20 day of October, 1998, before me personally came M. A. Mallonee to me known, who, being by me duly sworn, did depose and say: that he is a Vice-President of each company, described in and which executed the above instrument; that he knows the seals of the said Companies; that the seals affixed to the said instrument are such company seals; that they were so affixed by order of the Board of Directors of said companies and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



[Signature]
Notary Public

CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF MARIN - } ss

I, the undersigned, Resident Assistant Secretary of each company, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII of the By-laws of each company, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin, Dated the 6th day of August, 1999



[Signature]
Resident Assistant Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

08/06/1999

PRODUCER (309)452-1156 FAX (309)452-7500

Van Gundy Agency, Inc.
101 S Tevanda Ave
P.O. Box 349
Normal, IL 61761
Attn: Rod Brent

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A Cincinnati Insurance Company
COMPANY B
COMPANY C
COMPANY D

INSURED
Stark Excavating Inc
1805 West Washington
P O Box 3756
Bloomington, IL 61702-3756

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	CPP0675914	12/31/1996	01/01/2000	GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP0675915	12/31/1996	01/01/2000	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	CCC4397604	01/01/1997	01/01/2000	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC190783104	01/01/1999	01/01/2000	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate Holder is Additional Insured in accordance with GA 472 01 95

CERTIFICATE HOLDER

CANCELLATION

City of LeRoy &
Lewis, Yockey & Brown
LeRoy, IL 61752

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Rodney L. Brent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - CONTRACTOR

Policy No. CPP 067 59 14

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. SECTION II - WHO IS AN INSURED is amended to include:

- 2.e. The person or organization shown in the Schedule but only with respect to liability arising out of your ongoing operations performed for that insured, HEREINAFTER REFERRED TO AS ADDITIONAL INSURED.

SCHEDULE

Any person or organization for whom you are required in a written contract, oral agreement or oral contract where there is a certificate of insurance showing that person or organization as an ADDITIONAL INSURED under this policy.

Re: West Relief Sewer Project, City of LeRoy

City of LeRoy
LeRoy, IL 61752

Lewis, Yockey & Brown, Inc.
222 East Center Street
LeRoy, IL 61752

2. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

11. Automatic Additional Insured - Contractor Provision

The written contract, oral agreement or oral contract must be currently in effect or become effective during the term of this policy. It also must be executed prior to the "occurrence" or offense of "bodily injury", "property damage", "personal injury", or "advertising injury".

3. SECTION III - LIMITS OF INSURANCE is amended to include:

7. The limits applicable to the ADDITIONAL INSURED are those specified in the written contract, oral agreement, oral contract or in the Declarations of this policy, whichever are less.

CERTIFICATE

I, Sue Marcum, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on August 16, 1999, the Corporate Authorities of such municipality passed and approved Ordinance No. 854, entitled:

AN ORDINANCE APPROVING A CONTRACT WITH STARK EXCAVATING, INC., FOR COMPLETION OF THE WEST RELIEF STORM SEWER IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 854, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on August 16, 1999, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 16th day of August, 1999.

(SEAL)


Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING A CONTRACT WITH STARK EXCAVATING, INC., FOR COMPLETION OF THE WEST RELIEF STORM SEWER IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 16th day of August, 1999, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 16th day of August, 1999.



City Clerk

(SEAL)