

CITY OF LEROY

COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 588

AN ORDINANCE PROVIDING FOR THE DEMOLITION OF THE
"HOW BUILDING" AND FOR THE EXECUTION OF A CONTRACT FOR SAID
DEMOLITION

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 3rd DAY OF
April, 1995.

PRESENTED: April 3, 1995

PASSED: April 3, 1995

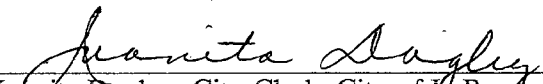
APPROVED: April 3, 1995

RECORDED: April 3, 1995

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 ordinance was presented, passed, approved, and recorded as above stated.



Juanita Dagley, City Clerk, City of LeRoy
McLean County, Illinois

Dated: April 3, 1995.

ORDINANCE NO. 588

AN ORDINANCE PROVIDING FOR THE DEMOLITION OF THE
"HOW BUILDING" AND FOR THE EXECUTION OF A CONTRACT FOR SAID
DEMOLITION

WHEREAS, the Mayor and City Council of the City of LeRoy, of McLean County, Illinois, an Illinois municipal corporation, find it necessary to have a building demolished, said building being located in the limits of the City of LeRoy, generally described as the "HOW Building," said building being located at 213-217 East Center Street, LeRoy, Illinois, and described as Lot 2 in Block 17 in the Original Town of LeRoy, McLean County, Illinois, said demolition work to be carried out in accordance with an order entered by the Circuit Court of McLean County, Illinois, on March 8, 1995, in Case No. 95-MR-15, and

WHEREAS, the Mayor and City Council find that the aforescribed property constitutes a hazard to the health, welfare and safety of the public and that such hazard constitutes an emergency situation requiring that actions of an emergency nature be taken by the City of LeRoy to minimize and remove said hazard,

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

Section 1. That the City Council has accepted and does by this ordinance ratify the acceptance of, that certain bid submitted by Stark Excavating, Inc., in the amount of \$138,590.00, being that bid submitted March 10, 1995, as modified by a bid modification statement dated March 16, 1995, for demolition of the aforesaid structure known as the HOW Building and removal of all demolition debris and clean up and site restoration.

Section 2. The City Council of the City of LeRoy hereby approves that contract, a copy of which is attached hereto, identified as Exhibit A, and incorporated herein by reference, for demolition of the HOW Building.

Section 3. The Mayor and City Clerk of LeRoy are hereby directed to execute the said contract, in the original and one copy, retaining a signed copy of the agreement for the city, and causing a signed copy to be delivered to the other party to the aforesaid contract as appropriate.

Section 4. This ordinance shall be in full force and effect upon its passage and approval as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Randy Zimmeramn, seconded by Ronnie Litherland, by roll call vote on the 3rd day of April, 1995, as follows:

Aldermen elected 6 Aldermen present 5

VOTING AYE: Randy Zimmerman, Lois Parkin, Robert D. Johnson, Ronnie Litherland
(full names) David McClelland

VOTING NAY: None
(full names)

ABSENT, ABSTAIN, OTHER: patrick Beaty absent
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 3rd day of April, 1995.

X Juanita Dagley
Juanita Dagley, City Clerk of the City of LeRoy,
McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 3rd day of April, 1995.

X Jerry C. Davis
Jerry C. Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

X Juanita Dagley
Juanita Dagley, City Clerk, City of LeRoy,
McLean County, Illinois

CONTRACT FOR DEMOLITION OF THE HOW BUILDING

THIS CONTRACT is entered into this 23rd day of March, 1995, by and between STARK EXCAVATING, INC. (hereinafter referred to as "STARK" and also hereinafter sometimes referred to as "CONTRACTOR"), an Illinois corporation, of 1805 West Washington Street, Bloomington, Illinois 61701, and the City of LeRoy, an Illinois municipal corporation, of McLean County, Illinois (hereinafter referred to as "CITY"), having its principal business office at 111 East Center Street, LeRoy, Illinois, and the mailing address of which municipal corporation is 111 East Center Street, P.O. Box 151, LeRoy, Illinois 61752. STARK and CITY agree that STARK shall demolish the HOW Building located at 213-217 East Center Street, in the City of LeRoy, McLean County, Illinois, on that real estate described as:

Lot 2 in Block 17 in the original Town of LeRoy, McLean County, Illinois,

in accordance with the provisions set forth in this contract and that CITY shall pay for such demolition the sum of One Hundred Thirty-Eight Thousand, Five Hundred Ninety and No/100 dollars (\$138,590.00) upon completion of the aforesaid demolition in accordance with the provisions set forth hereinafter.

I. GENERAL SPECIFICATIONS.

All work shall be done in a good and workmanlike manner in accordance with all applicable state and federal regulations including those propounded by the Federal EPA and the State of Illinois EPA, as well as any regulations pertaining to said work that may be propounded by the Office of the State Fire Marshall of the State of Illinois, State of Illinois Plumbing Code, and any other applicable building code, electrical code, zoning code, and the like, regulations.

II. SPECIAL PROVISIONS.

A. DEMOLITION OF THE "HOW BUILDING"

STARK shall demolish, remove and properly dispose of the debris from the demolition of the "HOW Building" located on that real estate as previously described in this agreement. In carrying out said demolition, and removal and disposal of demolition debris, STARK shall protect, to the extent it is practical, adjacent structures prior to beginning work; shall demolish the building as aforesaid and haul the demolition debris to an approved landfill; shall leave clean brick walls, if appropriate, in the existing basement from grade down; shall waterproof the walls of adjacent buildings exposed by the demolition work up to the top of the back fill elevation of said buildings at sidewalk and alley; shall install a six inch perforated sub-drain system in the basement area of the HOW Building prior to backfill (the pipe shall connect to the existing floor drain(s)); should any excavation work be necessary outside of the original structure and HOW Building, such work shall be done on a time and material basis in addition to the price agreed to in this contract; shall backfill the basement with dirt hauled from offsite, and shall install such dirt under compactive efforts and shall grade the drain.

B. EXCLUSIONS

The aforescribed demolition work shall exclude asbestos abatement; utility disconnects or charges; masonry work, including filling beam pockets, capping off remaining walls, and plastering or waterproofing exposed walls from backfill elevation to the top of the exposed adjacent walls.

C. SALVAGE OF MATERIALS

STARK is hereby given the right to salvage any and all materials from the demolition debris, said salvage to be carried out in an expeditious manner and not to unduly delay the demolition of the building. All salvage material shall be removed promptly from the premises and shall be stored offsite at STARK's expense.

D. WORK SCHEDULE

STARK shall begin work as soon as possible after the Illinois EPA has acknowledged receipt of written notice regarding demolition of the building. All work shall be completed, weather permitting,

within thirty (30) days from the time the Illinois EPA has issued appropriate consent to proceed with the demolition or has otherwise duly acknowledged receipt of the written notice regarding the demolition of the building and permitted demolition work to begin.

III. GENERAL CONDITIONS

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|--|--|
| 1. Definitions | 17. Acceptance of Final Payment as
as Release |
| 2. Additional Instructions and Detail Drawings | 18. Insurance |
| 3. Schedules, Reports and Records | 19. Contract Security |
| 4. Drawings and Specifications | 20. Assignments |
| 5. Materials, Services and Facilities | 21. Indemnification |
| 6. Inspection and Testing | 22. Subcontracting |
| 7. Surveys, Permits, Regulations | 23. Land and Rights-of-Way |
| 8. Protection of Work, Property, Persons | 24. Guaranty |
| 9. Supervision by Contractor | 25. Existing Utilities |
| 10. Changes in the Work | 26. Equal Employment Opportunity |
| 11. Changes in Contract Price | 27. Subcontractors |
| 12. Time for Completion and Liquidated Damages | 28. Insurance |
| 13. Correction of Work | 29. Photographs |
| 14. Subsurface Conditions | 30. Notices |
| 15. Suspension of Work, Termination and Delay | 31. Section Headings |
| 16. Payments to Contractor | 32. Miscellaneous Provisions |

1. **DEFINITIONS:** Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

1.1 **ADDENDA** - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarification or corrections.

1.2 **BONDS** - Contract Performance Bond and other instruments of security, furnished by the CONTRACTOR and his, her or its surety in accordance with the CONTRACT DOCUMENTS.

1.3 **CHANGE ORDER** - A written order to the CONTRACTOR authorizing an addition, deletion or revision to the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.4 **CITY** - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.5 **CONTRACT DOCUMENTS** - The contract, including Agreement, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, ADDENDA and Exhibits A and B, attached hereto and incorporated herein by reference being the bid proposal by CONTRACTOR dated March 10, 1995 (Exhibit A), and modification of bid proposal (Exhibit B).

1.6 **CONTRACT PRICE** - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.7 **CONTRACT TIME** - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.8 **CONTRACTOR** - The person, firm or corporation with whom CITY has executed the Agreement.

1.9 **DRAWINGS** - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK which have been approved by CITY.

1.10 FIELD ORDER - A written order affecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the City Engineer of CITY to the CONTRACTOR during demolition.

1.11 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.12 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.13 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, demolition systems, standards and workmanship.

1.14 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.15 SUBSTANTIAL COMPLETION - That date as certified by the date when the demolition of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.16 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements as may be imposed by applicable state laws.

1.17 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.18 CITY ENGINEER (hereinafter referred to as "AGENT") - The authorized representative of CITY who is assigned to the PROJECT site or any part thereof; the representative shall be the person(s) or entity (entities), including a firm or corporation, named as such in the CONTRACT DOCUMENTS.

1.19 WORK - All labor necessary to produce the demolition required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.20 - WRITTEN NOTICE- Any notice to any party to the agreement relative to any part of this agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his, her or its last given address, or delivered in person to said party or his, her or its authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS

2.1 If CONTRACTOR is furnished additional instructions or detailed drawings by CITY, as may be necessary to carry out the WORK required by the CONTRACT DOCUMENTS, such additional drawings and instructions thus supplied shall become a part of the CONTRACT DOCUMENTS, CONTRACTOR shall carry out the work in accordance with the additional detailed drawings and instructions.

3. SCHEDULE, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to CITY such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by CITY.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the AGENT in writing, who shall promptly cause any such inconsistencies or ambiguity to be corrected in writing. WORK done by the CONTRACTOR after his, her or its discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.

5. MATERIALS, SERVICES AND FACILITIES

5.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

5.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

5.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

5.4 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6. INSPECTION AND TESTING

6.1 The CITY shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

6.2 The CONTRACTOR shall provide at his, her or its expense the testing and inspection services required by the CONTRACT DOCUMENTS.

6.3 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the AGENT timely notice of readiness. The CONTRACTOR will then furnish the AGENT the required certificates of inspection, testing or approval.

6.4 Inspections, tests or approvals by the AGENT or others shall not relieve the CONTRACTOR from his, her or its obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

6.5 The AGENT and his, her or its representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other

relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

6.6 If any WORK is covered prior to proper inspection by the appropriate authority, it must, if requested by AGENT, be uncovered for observation and replaced at CONTRACTOR's expense.

6.7 If the AGENT considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the AGENT's request, will uncover, expose or otherwise make available for observation, inspection or testing as the AGENT may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

7. SURVEYS, PERMITS, REGULATIONS

7.1 CITY shall furnish all boundary surveys and establish all base lines for locating the principal component part of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by CITY, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for the demolition work.

7.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he, she or it shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their or its unnecessary loss or disturbance.

7.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by CITY, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he, she or it shall promptly notify AGENT in writing, and any necessary changes shall be adjusted as provided in Section 10, CHANGES IN THE WORK.

8. PROTECTION OF WORK, PROPERTY AND PERSONS

8.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He, she or it will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to, all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of demolition.

8.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He, she or it will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities and structures when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS, or to the acts or omissions of CITY or the AGENT, or for omissions of CITY or the AGENT or anyone employed by either of them or anyone for whose acts either of them

may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

8.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the AGENT or CITY, shall act to prevent threatened damage, injury or loss. He, she or it will give the AGENT prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

9. SUPERVISION BY CONTRACTOR

9.1 The CONTRACTOR will supervise and direct the WORK. He, she or it will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

10. CHANGES IN THE WORK

10.1 CITY may at any time, as need arises, order changes within the scope of the WORK without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

11. CHANGES IN CONTRACT PRICE

11.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved,
- (b) An agreed lump sum,
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

12. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

12.1 CONTRACT DOCUMENTS and the WORK embraced shall be commenced on the date as previously agreed herein.

12.2 The CONTRACTOR shall proceed with the WORK at such rate of progress as shall insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and CITY, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

13. CORRECTION OF WORK

13.1 The CONTRACTOR shall promptly remedy any WORK rejected by AGENT for failure to comply with the CONTRACT DOCUMENTS, and CONTRACTOR shall promptly replace and re-execute the work in accordance with the CONTRACT DOCUMENTS and without expense to CITY and shall bear

the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.

13.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, CITY may remove such WORK at the expense of the CONTRACTOR.

14. SUBSURFACE CONDITIONS

14.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify CITY by WRITTEN NOTICE of:

14.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

14.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

14.2 CITY shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he, she or it has given the required WRITTEN NOTICE; provided that CITY may, if it determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

15. SUSPENSION OF WORK, TERMINATION AND DELAY

15.1 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he, she or it makes a general assignment for the benefit of his, her or its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his, her or its property, or if he, she or it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he, she or it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he, she or it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK, or if he, she or it disregards the authority of the AGENT, or if he, she or it otherwise violates any provision of the CONTRACT DOCUMENTS, then CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to CITY. Such costs incurred by CITY will be determined by the CITY and incorporated by a CHANGE ORDER.

15.2 Where the CONTRACTOR's services have been so terminated by CITY, said termination shall not affect any right of CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by CITY due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

15.3 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the AGENT, CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

15.4 If the performance of all or any portion of the WORK is suspended, delayed or interrupted as a result of a failure of CITY or AGENT to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of CITY or AGENT.

16. PAYMENTS TO CONTRACTOR

16.1 Upon completion and acceptance of the WORK, CITY shall approve in writing the completion and acceptance of said WORK and shall direct the issuance of the lump-sum payment due for the WORK in accordance with the CONTRACT DOCUMENTS. Said payment shall be promptly delivered to CONTRACTOR after direction of the payment of same by CITY.

16.2 Prior to SUBSTANTIAL COMPLETION, CITY, with the approval of CITY's City Council and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portion of the WORK.

16.3 CITY shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of CITY.

16.4 The CONTRACTOR will indemnify and save CITY or the CITY's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so CITY may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon CITY to either the CONTRACTOR or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by CITY shall be considered as a payment under the CONTRACT DOCUMENTS by CITY to the CONTRACTOR and CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

17. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

17.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to CITY of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the WORK and for every act and neglect of CITY and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR from any obligations under the CONTRACT DOCUMENTS.

18. INSURANCE

18.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him, her or it from claims set forth below which may arise out of or as a result of the CONTRACTOR's execution of the WORK, whether such execution be by CONTRACTOR, or by any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

18.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

18.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of any person being his, her or its employee;

18.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his, her or its employees;

18.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

18.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

18.2 Certificates of insurance acceptable to CITY shall be filed with CITY prior to commencement of the WORK. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to CITY, and shall show the City named as an additional insured.

18.3 The CONTRACTOR shall procure and maintain, at his, her or its own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

18.3.1 CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him, her or it from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself, herself or itself, or by any SUBCONTRACTOR under him, her or it. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damage arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$5,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

18.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of CITY, the CONTRACTOR, and SUBCONTRACTOR(s), as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

18.4 The CONTRACTOR shall procure and maintain, at his, her or its own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his, her or its employees at the site of the PROJECT, and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under the Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his, her or its employees not otherwise protected.

18.5 The CONTRACTOR SHALL SECURE, IF APPLICABLE, "All Risk" type Builder's Risk or Contractor's Risk Insurance for the WORK to be performed. Unless specifically authorized by CITY, the amount of such insurance shall not be less than the CONTRACT PRICE. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by CITY. The policy shall name as the insured the CONTRACTOR, CITY, the Mayor and City Council of the City of LeRoy, City Engineer and Attorney, and any other city officer, agent or employee.

19. CONTRACT SECURITY - No Additional Requirement

20. ASSIGNMENTS

20.1 Neither the CONTRACTOR nor CITY shall sell, transfer, assign or otherwise dispose of this contract or of any portion thereof, or of his, her or its right, title or interest therein, or his, her or its obligations thereunder, without written consent of the other party.

21. INDEMNIFICATION

21.1 The CONTRACTOR shall indemnify and hold harmless City of LeRoy, its Mayor and City Council, and any other officers, agents or employees of CITY, and their agents and employees, from and against all claims, damages, losses and expenses including attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

21.2 In any and all claims against CITY or any city official, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations provided herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefit acts.

22. SUBCONTRACTING

22.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

22.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE without prior written approval of CITY.

22.3 The CONTRACTOR shall be fully responsible to CITY for the acts and omissions of his, her or its SUBCONTRACTORS, and of persons either directly or indirectly employed by him, her or it, as he, she or it is for the acts and omissions of persons directly employed by him, her or it.

22.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that CITY may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

22.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and CITY.

23 LAND AND RIGHTS-OF-WAY

23.1 Prior to commencement of the WORK, CITY shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

23.2 CITY shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

23.3 The CONTRACTOR shall provide at his, her or its own expense and without liability to CITY any additional land and access thereto that the CONTRACTOR may desire for temporary facilities, or for storage of materials.

24. GUARANTEE

24.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system or work that the completed system or completed work is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system or repairs of any damage to the WORK resulting from such defects. CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other WORK that may be made necessary by such defects, CITY may do so and charge the CONTRACTOR the cost thereby incurred.

25. EXISTING UTILITIES

25.1 The location of existing underground utility lines may be indicated by the CITY OF LEROY on the basis of information furnished by others and neither the CITY OF LEROY nor any officer, agent or employee of said CITY, warrants or guarantees this information. It shall be the CONTRACTOR's responsibility to verify the correctness of the same prior to the start of demolition by uncovering underground utilities in all locations where the CONTRACTOR feels the proposed demolition may need to be altered to prevent conflicts in line, grade or working clearances. Should the location of underground utilities be found different than that shown in the plans, no additional compensation will be allowed the CONTRACTOR.

26. EQUAL EMPLOYMENT OPPORTUNITY

26.1 In the event of the CONTRACTOR's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commissioner's Rules and Regulations for Public Contracts, the CONTRACTOR may be declared nonresponsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the CONTRACT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

26.2 During the performance of this CONTRACT, the CONTRACTOR agrees as follows:

26.2.1 That he, she or it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that he, she or it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

26.2.2 That, if he, she or it requires additional employees in order to perform this CONTRACT or any portion thereof, he, she or it will determine the availability (in accordance with the Commissioner's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which he, she or it may reasonably recruit and he, she or it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

26.2.3 That in all solicitations or advertisements for employees placed by him, her or it on his, her or its behalf he, she or it will state that all applications will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

26.2.4 That he, she or it will send to each labor organization or representative of workers with which he, she or it is bound by a collective bargaining or other agreement of understanding a notice advising such labor organization or representative of the CONTRACTOR's obligations under the Illinois Fair Employment Practices Act and the Commissioner's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the CONTRACTOR in his, her

or its efforts to comply with such Act or Regulations and Rules, the CONTRACTOR will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill his, her or its obligations thereunder.

26.2.5 That he, she or it will submit reports as required by the Illinois Fair Employment Practices Commissioner's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commissioner or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commissioner's Rules and Regulations for Public Contracts.

26.2.6 That he, she or it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practice Act and the Commissioner's Rules and Regulations for Public Contracts.

26.2.7 That he, she or it will include verbatim or by reference the provisions of sub-paragraphs 26.2.1 thru 26.2.7 of this CONTRACT in every performance SUBCONTRACT as defined in the Commissioner's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such SUBCONTRACTOR; and that he, she or it will also so include the provisions of subparagraphs 2.1, 2.3, 2.5 and 2.6, and this sub-paragraph 2.7 in every supply SUBCONTRACT as defined in the Commissioner's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such SUBCONTRACTOR. In the same manner as with other provisions of the CONTRACT, the CONTRACTOR will be liable for compliance with applicable provisions of this clause by all his, her or its SUBCONTRACTORS; and, further he, she or it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any SUBCONTRACTOR fails or refuses to comply therewith. In addition, the CONTRACTOR will not utilize any SUBCONTRACTOR declared by the Commissioner to be nonresponsible and thereby ineligible for CONTRACTS or SUBCONTRACTS with the State of Illinois or any of its political subdivisions or municipal corporations.

27. SUBCONTRACTORS

27.1 Each CONTRACTOR and SUBCONTRACTOR shall in turn include the Equal Employment Opportunity Clause set forth above in each of its SUBCONTRACTS verbatim or by reference so that provisions of subparagraphs 1 thru 7 of said clause will be binding upon SUBCONTRACTORS of every tier; provided, however, that only subparagraphs 2.1, 2.3, 2.5, 2.6 and 2.7 need be included in every SUBCONTRACT as defined in the Rules and Regulations of the Illinois Fair Employment Practices Commission.

28. INSURANCE

28.1 Every CONTRACTOR on the WORK will be required to carry workmen's compensation insurance, and public liability and property damage insurance in the following amounts:

Public Liability	\$1,000,000.00 /\$5,000,000.00
Property Damage	\$1,000,000.00

Certificates so stating shall be furnished CITY before commencement of the WORK.

29. PHOTOGRAPHS

29.1 Prior to the beginning of any demolition work, CITY may cause photographs of the area where CONTRACTOR's WORK is to be confined to be taken. The number of photographs and the limits of the area and detail shown by the same will be subject only to approval of CITY. These photographs shall be retained by CITY for its use and will become the property of the CITY OF LEROY, ILLINOIS.

30. NOTICES

30.1 Service of all notices under this agreement shall be sufficient if given personally or mailed via certified mail to the party involved at its respective address as previously set forth in this agreement, or at such other address as such party may provide in writing from time to time in accordance with this paragraph regarding notices. Any such notice mailed to such address shall be effective when deposited in the U.S. mail, duly addressed and with first class postage prepaid (for certified mail).

31. SECTION HEADINGS

31.1 Section headings used from time to time in this agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this CONTRACT or any of its provisions.

32. MISCELLANEOUS PROVISIONS

32.1 THIS WRITTEN AGREEMENT contains the sole and entire agreement between the parties and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he, she or it has relied on his, her or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them (or any representative or agent of either of them) to the other (or to any representative or agent of the other) are void and of no effect and that neither of them has relied thereon in connection with his, her or its dealings with the other.

32.2. No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

32.3 This agreement and the performance of each party hereunder, and all suits and special proceedings hereunder, shall be construed in accordance with the law of the State of Illinois.

32.4 Whenever the masculine, feminine, or neuter genders are used herein as required by the context or particular circumstance, each shall include each of the other genders as appropriate. Whenever the singular or plural numbers are used herein, such number or numbers shall be deemed to be the other as required. Wherever the present, past or future tense is utilized in this agreement, and the context or circumstances require another interpretation, the present shall include the past and future, the future shall include the present, and the past shall include the present.

32.5 No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

32.6 Should either party be required to incur attorney's fees, costs and/or other expenses as a result of the other party's failure to perform any obligation pursuant to the terms of this agreement, then the party failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses incurred by such other party. Should either party fail to reimburse the other for such reasonable attorney's fees, cost and other expenses, said amount shall be either added to the principal balance at the election of STARK, or subtracted from the principal at the election of CITY, or either party may bring an action against the other for such fees, costs and expenses incurred as a result of the first party's failure to perform.

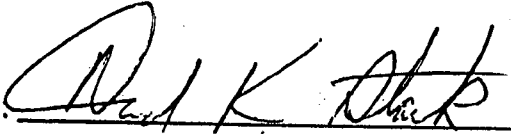
32.7 This agreement shall be binding on and inure to the benefit of the respective parties, and their respective legal representatives, assigns and successors in interest.

32.8 This agreement shall be executed in two or more counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.


32.9 It is expressly understood and agreed between the parties to this agreement that in the event a court of competent jurisdiction shall at any time after the date of this agreement hold that a portion of this agreement is invalid, illegal or unenforceable, the remainder shall not be affected thereby, but shall continue in full force and effect. 1

This contract is executed at LeRoy, Illinois, on the date first written above.

STARK EXCAVATING, INC., an
Illinois Corporation

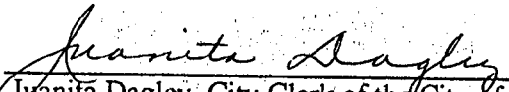
By: 
Its officer or agent duly authorized to sign
this contract on behalf of said corporation

THE CITY OF LEROY, an Illinois
Municipal Corporation

By: 
Jerry C. Davis, Mayor of the City of
LeRoy, McLean County, Illinois

ATTEST:

(Seal)


Juanita Dagley, City Clerk of the City of
LeRoy, Illinois



1805 W. WASHINGTON ST., P. O. BOX 3756, BLOOMINGTON, IL 61701
(309) 828-5034 • FAX (309) 828-7154

March 10, 1995

City of Leroy
City Council
111 E. Center Street
Leroy, Illinois 61752

RE: Demolition of "The How" Building

Dear Board Members:

Thank you for inviting Stark Excavating, Inc. to submit a price for the referenced demolition project. It is our understanding that the intent of the Council is to receive this quote, hold it in strict confidence and to treat Stark Excavating, Inc. as the sole Contractor for this job. It is upon this basis that we propose the following.

Scope of Work:

- 1.) To protect to the extent it is practical, adjacent structures prior to beginning work.
- 2.) To demolish the building and haul debris to an approved Landfill. Clean brick will be left in existing basement.
- 3.) To waterproof adjacent basement walls up to top of backfill elevation at sidewalk and alley.
- 4.) To install a 6" perforated subdrain system in basement prior to backfill. The pipe will connect to the existing floor drain(s). If any excavation work is necessary outside of building, this work to be done on a time and material basis.
- 5.) To backfill the basement with dirt hauled from off site. To be installed under compactive effort. Grade to drain.

Exclusions to Contract:

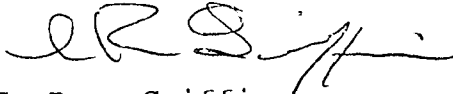
- 1.) Asbestos abatement
- 2.) Utility disconnects or charges
- 3.) Masonry work
 - A.) Filling beam pockets
 - B.) Capping off remaining walls
 - C.) Plastering/waterproofing of exposed walls from backfill elevation up.

TO: City of Leroy, City Council
RE: Demolition of "The How" Building

Stark Excavating, Inc. proposes to do the aforementioned for the sum of \$142,590.00.

Again, we appreciate the opportunity to quote this project.

Sincerely,

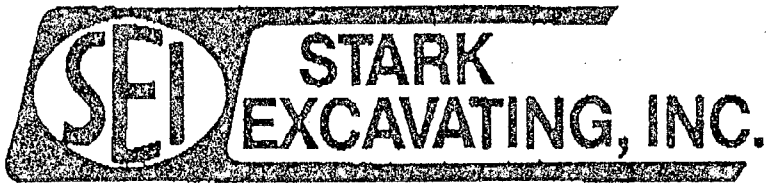


S. Ross Griffin
Stark Excavating, Inc.

Date _____

Accepted _____

SRG/cst



1805 W. WASHINGTON ST., P. O. BOX 3756, BLOOMINGTON, IL 61701
(309) 828-5034 • FAX (309) 828-7154

March 16, 1995

City of Leroy
City Council
111 E. Center Street
Leroy, Illinois 61752

RE: Budget Price for Waterproofing Interior Walls at the How
Building (Future Exterior Walls)

Dear Board Members:

We propose to furnish all necessary labor, materials,
scaffolding, and equipment for the work on the above project.

Scope of Work:

- 1.) Remove plaster from present interior walls
- 2.) Fill beam pockets and voids
- 3.) Entrance area shall be coated with 2 coats of Theroseal
- 4.) Install galvanized parapet Cap. (Estimate 220 L.F. @
\$5.50/L.F.)
- 5.) Front of building - relay corners.

Budget Price for the above: \$61,600.00

NOTE: After demolition when walls can be better assessed price
will be adjusted according to condition of areas.

At this time we offer a deduct of \$4,000.00 from our original
demo price dated March 10, 1995. This deduct results from finding
a closer source for backfill material.

If I can be of any further assistance please don't hesitate to
contact me.

Sincerely,



S. Ross Griffin

Exhibit B

CERTIFICATE

I, Juanita Dagley, 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 April 3, 1995, the Corporate Authorities of such municipality passed and approved Ordinance No. 588, entitled:

**AN ORDINANCE PROVIDING FOR THE DEMOLITION OF THE
"HOW BUILDING" AND FOR THE EXECUTION OF A CONTRACT FOR SAID
DEMOLITION.**

The pamphlet form of Ordinance No. 588, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on April 3, 1995, 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 3rd day of April, 1995

(SEAL)

Juanita Dagley
Municipal Clerk

