

**COLES COUNTY BOARD**  
**Regular Meeting**  
**May 14, 2019**

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Juan Barron, Brandon Bell, Denise Corray, Paul Daily, John Doty, Jeremy Doughty, Brian Marvin, Stan Metzger, Nancy Purdy, Rick Shook, with Chairman Mike Zuhone presiding. Absent member was Travis Coffey.

Invocation was given by Chairman, Mike Zuhone followed by a Moment of Silent Reflection and then the Pledge to the Flag.

**APPROVAL OF MINUTES**

Motion by Bell, seconded by Shook to approve the April 9, 2019 County Board Minutes with the consent of the County Board.

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

**APPOINTMENT TO SEVEN HICKORY MORGAN FIRE PROTECTION DISTRICT -  
RANDY MCCRAY**

Appointment was made by Zuhone, to re-appoint Randy McCray to serve on the Seven Hickory Morgan Fire Protection District until May, 2022 with the consent of the County Board.

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

**APPOINTMENT TO SHERIFF'S MERIT COMMISSION - RON WOHLSTEIN**

Appointment was made by Zuhone, to appoint Ron Wohlstein to serve on the Sheriff's Merit Commission until May, 2023 with the consent of the County Board.

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

**APPOINTMENT TO TELECOMMUNICATION CONSORTIUM - TYLER HELEINE**

Appointment was made by Zuhone, to appoint Tyler Heleine to serve on the Telecommunication

Consortium with the consent of the County Board.

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)

NAYS: None (0)

ABSENT: Coffey (1)

**TWO APPOINTMENTS TO BOARD OF REVIEW - GERALD HERMAN & MATTHEW FREDERICK**

Appointment was made by Zuhone, to re-appoint Gerald Herman & Matthew Frederick to serve on the Board of Review until June, 2021 with the consent of the County Board.

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)

NAYS: None (0)

ABSENT: Coffey (1)

**APPOINTMENT TO AIRPORT AUTHORITY - JAMES CAMPBELL**

Appointment was made by Zuhone, to re-appoint James Campbell to serve on the Airport Authority until May, 2024 with the consent of the County Board.

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)

NAYS: None (0)

ABSENT: Coffey (1)

**TWO APPOINTMENTS TO LINCOLN FIRE PROTECTION DISTRICT - MARK GODDARD & CHRISTOPHER MORRISON**

Appointment was made by Zuhone, to appoint Mark Goddard and Christopher Morrison to serve on the Lincoln Fire Protection District until May, 2022 with the consent of the County Board.

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)

NAYS: None (0)

ABSENT: Coffey (1)

**RESOLUTION TO APPOINT INTERIM SUPERVISOR OF ASSESSMENTS - KELLY MUNYON**

For a copy of the resolutions see page 4119

Motion was made by Bell, seconded by Metzger to approve resolution to appoint interim supervisor of assessments - Kelly Munyon

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)

NAYS: None (0)  
ABSENT: Coffey (1)

**RESOLUTION TO ESTABLISH FEES - CIRCUIT CLERK**

For a copy of the resolutions see pages 4120-4134

Motion was made by Bell, seconded by Doughty to approve resolution to establish fees - Circuit Clerk

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

**RESOLUTION TO AMEND BUDGET - VCVA - STATE'S ATTORNEY**

For a copy of the resolutions see page 4135

Motion was made by Metzger, seconded by Marvin to amend budget - VCVA - State's Attorney

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

**RESOLUTION FOR EXTENSION OF AUDIT - CIRCUIT CLERK**

For a copy of the resolutions see page 4136

Motion was made by Metzger, seconded by Marvin for extension of audit - Circuit Clerk

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

**RESOLUTION TO AMEND BUDGET - HAVA CYBER - SECURITY GRANT**

For a copy of the resolutions see page 4137

Motion was made by Metzger, seconded by Shook to amend budget - HAVA Cyber - Security Grant

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,

Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

#### **RESOLUTION TO AWARD - COUNTY HIGHWAY 5**

For a copy of the resolutions see pages 4138-4149

Motion was made by Daily, seconded by Shook to Award - County Highway 5

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

#### **AGREEMENT - INTERGOVERNMENTAL AGREEMENT W/CLARK COUNTY - COUNTY HIGHWAY 17**

Motion was made by Daily, seconded by Doughty for Intergovernmental Agreement with Clark  
County - County Highway 17

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

#### **APPROVAL OF CONTRACT BONDS - FY19 SEALCOAT**

Motion was made by Daily, seconded by Shook for Approval of Contract Bonds - FY19  
Sealcoat

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

#### **MOTION TO INCREASE CIVIL PROCESS FEES**

Motion was made by Marvin, seconded by Metzger to increase Civil Process Fees

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)  
NAYS: None (0)  
ABSENT: Coffey (1)

## **APPROVAL OF BILLS**

Motion was made by Marvin, seconded by Bell to Approve Bills

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)

NAYS: None (0)

ABSENT: Coffey (1)

## **APPOINTMENTS**

1. One appointment to the Housing Authority
2. One appointment to the Regional Planning and Development Commission

## **PUBLIC COMMENTS**

Public comments were heard from the following:

John Craft   Rex Dukeman   Kirk Allen   James Dinaso   Rob Perry

## **ADJOURNED**

Upon motion by Metzger, seconded by Daily, the Coles County Board was adjourned at 7:59 p.m. with the consent of the County Board.

AYES: Barron, Bell, Corray, Daily, Doty, Doughty,  
Marvin, Metzger, Purdy, Shook, Zuhone (11)

NAYS: None (0)

ABSENT: Coffey (1)

ATTEST:

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

State of Illinois        )  
                                  )ss.  
County of Coles        )

RESOLUTION APPOINTING INTERIM SUPERVISOR OF ASSESSMENTS

WHEREAS, a vacancy exists in the office of Supervisor of Assessments; and

WHEREAS, the County Offices/Rules Committee voted to recommend the appointment of Kelly Munyon as Interim Supervisor of Assessments.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to appoint Kelly Munyon the Interim Supervisor of Assessments.

DATED this \_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

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

RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF COLES, ILLINOIS

A RESOLUTION ESTABLISHING CIVIL FEES AND  
CRIMINAL AND TRAFFIC ASSESSMENTS  
TO BE CHARGED BY THE CLERK OF THE CIRCUIT COURT

WHEREAS, the Illinois General Assembly passed comprehensive legislation in 2018, which completely overhauls the criminal, traffic and civil fee structures in the circuit courts throughout the State of Illinois; and

WHEREAS, the purpose of the legislation was to consolidate fees into unified schedules for all counties, to realign fees to be constitutional, and to provide for fee waivers for low income individuals; and

WHEREAS, effective July 1, 2019, Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, sets out the fees to be charged in all counties in the State of Illinois by the Clerks of the Circuit Court for the filing of pleadings and for other services provided by the Clerks in civil cases; and

WHEREAS, Section 27.1b of the Clerks of Courts Act creates four schedules for civil filing fees, three schedules for civil appearance fees, and establishes various other fees that Clerks of the Circuit Court are authorized to assess in civil cases, all of which are generally classified as “not to exceed” amounts; and

WHEREAS, Section 27.1b provides that, unless otherwise specified, the amount of the fees shall be determined by ordinance or resolution of the county board and remitted to the county treasurer to be used for purposes related to the operation of the court system in the county; and

WHEREAS, effective July 1, 2019, the newly-adopted Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*, sets out minimum fines to be levied and assessments to be charged in criminal and traffic cases by the Clerks of the Circuit Court in all counties in the State of Illinois; and

WHEREAS, Sections 15-5 through 15-65 of the Criminal and Traffic Assessment Act establish thirteen (13) assessment schedules for various criminal, traffic, conservation and non-traffic offenses, and for each schedule the County’s portion of the assessment is specifically listed; and

WHEREAS, Sections 15-5 through 15-65 break down how the assessment amounts are to be distributed to various County funds, if those funds are in existence; otherwise, the amounts designated for funds that are not in existence are to be placed in the County’s general fund for purposes related to operation of the court system in the County.

NOW THEREFORE, BE IT RESOLVED by the County Board for the County of Coles, Illinois, any ordinance, resolution or local rule in conflict with this resolution are hereby repealed in their entireties and replaced with the following:

1. Civil Fees and Criminal Assessments

A. Civil fees and criminal assessments shall meet the requirements of Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, and the Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*

2. Civil Fees

A. Fees in civil matters shall be assess and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b.

B. The fees for filing a complaint, petition or other pleading initiating a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$306.00 to be divided as follows:

a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:

- (1) Court Automation Fund - \$20.00
- (2) Court Document Storage Fund - \$20.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

b. \$11.00 to be remitted to the State Treasurer and deposited as follows:

- (1) Access to Justice Fund - \$2.00
- (2) Supreme Court Special Purposes Fund - \$9.00

c. \$250.00 to be remitted to the County Treasurer and deposited as follows:

- (1) Circuit Clerk - \$181.00
- (2) Court – \$21.00
- (3) Judicial Security - \$40.00
- (4) Law Library - \$8.00

2. SCHEDULE 2: \$256.00 to be divided as follows:

a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:

- (1) Court Automation Fund - \$20.00
- (2) Court Document Storage Fund - \$20.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

b. \$11.00 to be remitted to the State Treasurer and distributed as follows:

- (1) Access to Justice Fund - \$2.00



(2) Supreme Court Special Purposes Fund - \$9.00

c. \$200.00 to be remitted to the County Treasurer and distributed as follows:

- (1) Circuit Clerk - \$131.00
- (2) Court - \$21.00
- (3) Judicial Security - \$40.00
- (4) Law Library - \$8.00

3. SCHEDULE 3: \$89.00 to be divided as follows:

a. \$22.00 to be retained by the Clerk of the Circuit Court and deposited as follows:

- (1) Court Automation Fund - \$10.00
- (2) Court Document Storage Fund - \$10.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$2.00

b. \$11.00 to be remitted to the State Treasurer and distributed as follows:

- (1) Access to Justice Fund - \$2.00
- (2) Supreme Court Special Purposes Fund - \$9.00

c. \$56.00 to be remitted to the County Treasurer and distributed as follows:

- (1) Circuit Clerk - \$30.00
- (2) Court - \$8.00
- (3) Judicial Security - \$10.00
- (4) Law Library - \$8.00

4. SCHEDULE 4: \$0.00

C. The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$181.00 to be divided as follows:

a. \$45.00 to be retained by the Clerk of the Circuit Court and distributed as follows:

- (1) Court Automation Fund - \$20.00
- (2) Court Document Storage Fund - \$20.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

b. \$11.00 to be remitted to the State Treasurer and distributed as follows:

- (1) Access to Justice Fund - \$2.00
- (2) Supreme Court Special Purposes Fund - \$9.00

c. \$125.00 to be remitted to the County Treasurer and distributed as follows:

- (1) Circuit Clerk - \$60.00
- (2) Court - \$21.00
- (3) Judicial Security - \$36.00

(4) Law Library - \$8.00

2. SCHEDULE 2: \$109.00 to be divided as follows:

- a. \$10.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
  - (1) Court Automation Fund - \$4.00
  - (2) Court Document Storage Fund - \$4.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$2.00
- b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Supreme Court Special Purposes Fund - \$9.00
- c. \$90.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) Circuit Clerk - \$38.00
  - (2) Court - \$19.00
  - (3) Judicial Security - \$25.00
  - (4) Law Library - \$8.00

D. Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:

- 1. Alias summons or citation: \$5.00
- 2. Jury services: \$212.50
- 3. Change of venue: \$40.00
- 4. Petition to vacate or modify:
  - a. If filed within 30 days \$40.00
  - b. If filed after 30 days: \$40.00
  - c. Notice sent to Secretary of State:
    - a. Motion to vacate or amend a final order \$40.00
    - b. Motion to vacate an ex parte judgment \$40.00
    - c. Motion to vacate Judgment of forfeiture \$40.00
    - d. Motion to vacate Failure to appear \$40.00
    - e. Motion to vacate Failure to comply \$40.00
- 5. Appeals preparation:
  - a. If record is 100 pages or less: \$50.00
  - b. If record is between 100 and 200 pages: \$100.00
  - c. If record is 200 pages or more: Add'l fee of \$0.25 per page

6. Garnishment, wage deduction, and citation proceedings:
  - a. Amount in controversy \$1,000 or less: \$15.00
  - b. Amount in controversy greater than \$1,000 and not more than \$5,000: \$30.00
  - c. Amount in controversy greater than \$5,000: \$50.00
  
7. Collections:
  - a. In child support and maintenance cases: \$36 annually to be deposited in the Child Support Maintenance Fund
  - b. Certifications to Secretary of State pursuant to Section 7-703 of the Family Financial Responsibility Law: \$5.00
  
8. Mailing: \$10.00 plus the cost of postage
  
9. For each certified copy of a judgment, following the first copy: \$10.00
  
10. Certification, authentication, and reproduction:
  - a. Each certification or authentication for taking acknowledgement of a deed or other instrument in writing with the seal of office: \$6.00
  - b. Reproduction of any document contained in the Clerk's files:
    - a. \$2.00 for the first page
    - b. \$0.50 per page for the next 19 pages
    - c. \$0.25 per page for all additional pages
  
11. For each record search, within a division or municipal district: \$6.00 for each year searched
  
12. For each page of hard copy print output, when case records are maintained on an automated medium: \$6.00
  
13. Performing a marriage in court: \$10.00 to be deposited in the Marriage and Civil Union Fund
  
14. For filing each deed of voluntary assignment: \$20.00; for recording a deed of voluntary assignment: \$0.50 for each 100 words
  
15. Expungement
  - a. Each expungement petition filed \$60.00
  - b. Each expungement ISP fee \$60.00
  - c. Each certified copy of an order to expunge arrest records \$ 4.00

16. Probate filings:

- a. For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00
- b. Filing a claim:
  - a. Amount claimed greater than \$150 and not more than \$500 \$25.00
  - b. Amount claimed greater than \$500 and not more than \$10,000 \$40.00
  - c. Amount claimed greater than \$10,000 \$60.00
- c. For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief including:
  - a. Construction of Testamentary Trust: \$60.00
  - b. Construction of Will: \$60.00
  - c. Will Contest: \$60.00
- d. For a jury demand: \$137.50
- e. For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page
- f. For each exemplification: \$2.00 plus the fee for certification
- g. The executor, administrator, guardian, petitioner, or other interested person or his or her attorney shall pay the cost of publication by the clerk directly to the newspaper.
- h. The person or whose behalf a charge is incurred for witness, court reporter, appraiser, or other miscellaneous fee shall pay the same directly to the person entitled thereto.
- i. The executor, administrator, guardian, petitioner, or other interested person or his or her attorney shall pay to the clerk all postage charges incurred by the clerk in mailing petitions, order, notices, or other documents pursuant to the provisions of the Probate Act of 1975.

17. For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the Clerk's Office, to be charged against the party that filed the document: \$25.00

18. For any check, draft, or other bank instrument returned to the clerk for non-sufficient funds, account closed, or payment stopped: \$25.00

19. Small Claims filings:

- a. For a jury demand:
  1. Jury demand – 12 person: \$25.00
  2. Jury demand – 6 person: \$12.50

E. Unpaid Fees

1. Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid fees and

costs a delinquency amount equal to 5% of the unpaid fees that remain unpaid after 30 days, 10% of the unpaid fees that remain unpaid after 60 days, and 15% of the unpaid fees that remain unpaid after 90 days. Notice to those parties may be made by signage posting or publication.

2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Clerk Operations and Administration Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

3. Criminal Assessments

A. Assessments shall be imposed in criminal, traffic, conservation and non-traffic matters in accordance with the schedules set forth in the Criminal and Traffic Assessment Act, 705 ILCS 135/1-5 *et seq.*, and shall be distributed as set forth herein.

B. Schedules:

1. SCHEDULE 1: Generic Felony Offenses

a. The Clerk shall collect \$549.00 and remit as follows:

(1) \$354.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
- (b) \$20.00 to the Court Document Storage Fund
- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
- (d) \$255.00 to the County General Fund to be distributed as follows:
  - i. Circuit Clerk - \$110.00
  - ii. State's Attorney - \$35.00
  - iii. Judicial Security - \$40.00
  - iv. Court - \$50.00
  - v. CASA - \$15.00
  - vi. Drug Court - \$5.00
- (e) \$10.00 to the Child Advocacy Center Fund
- (f) \$2.00 to the State's Attorney Records Automation Fund
- (g) \$2.00 to the Public Defender Records Automation Fund
- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$195.00 to the State Treasurer

2. SCHEDULE 2: Felony DUI Offenses

a. The Clerk shall collect \$1,709.00 and remit as follows:

- (1) \$399.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$300.00 to the County General Fund to be distributed as follows:
    - i. Circuit Clerk - \$110.00
    - ii. State's Attorney - \$35.00
    - iii. Judicial Security - \$40.00
    - iv. Court - \$95.00
    - v. CASA - \$15.00
    - vi. Drug Court - \$5.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund
- (2) \$1,110.00 to the State Treasurer
- (3) \$200.00 to the treasurer of the unit of local government of the arresting agency

### 3. SCHEDULE 3: Felony Drug Offenses

a. The Clerk shall collect \$2,215.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. Circuit Clerk - \$110.00
    - ii. State's Attorney - \$35.00
    - iii. Judicial Security - \$40.00
    - iv. Court - \$50.00
    - v. CASA - \$15.00
    - vi. Drug Court - \$5.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund

- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$1,861.00 to the State Treasurer

4. SCHEDULE 4: Felony Sex Offenses

a. The Clerk shall collect \$1,314.00 and remit as follows:

(1) \$354.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
- (b) \$20.00 to the Court Document Storage Fund
- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
- (d) \$255.00 to the County General Fund to be distributed as follows:
  - i. Circuit Clerk - \$110.00
  - ii. State's Attorney - \$35.00
  - iii. Judicial Security - \$40.00
  - iv. Court - \$50.00
  - v. CASA - \$15.00
  - vi. Drug Court: \$5.00
- (e) \$10.00 to the Child Advocacy Center Fund
- (f) \$2.00 to the State's Attorney Records Automation Fund
- (g) \$2.00 to the Public Defender Records Automation Fund
- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$960.00 to the State Treasurer

5. SCHEDULE 5: Generic Misdemeanor Offenses

a. The Clerk shall collect \$439.00 and remit as follows:

(1) \$282.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
- (b) \$20.00 to the Court Document Storage Fund
- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
- (e) \$185.00 to the County General Fund to be distributed as follows:
  - i. Circuit Clerk - \$85.00
  - ii. State's Attorney - \$15.00

- iii. Judicial Security - \$40.00
  - iv. Court - \$25.00
  - v. CASA - \$15.00
  - vi. Drug Court: \$5.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$155.00 to the State Treasurer
  - (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

6. SCHEDULE 6: Misdemeanor DUI Offenses

a. The Clerk shall collect \$1,381.00 and remit as follows:

- (1) \$322.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$225.00 to the County General Fund to be distributed as follows:
    - i. Circuit Clerk - \$85.00
    - ii. State's Attorney - \$15.00
    - iii. Judicial Security - \$40.00
    - iv. Court - \$65.00
    - v. CASA - \$15.00
    - vi. Drug Court: \$5.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$707.00 to the State Treasurer
- (3) \$352.00 to the treasurer of the unit of local government of the arresting agency



7. SCHEDULE 7: Misdemeanor Drug Offenses

a. The Clerk shall collect \$905.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. Circuit Clerk - \$85.00
    - ii. State's Attorney - \$15.00
    - iii. Judicial Security - \$40.00
    - iv. Court - \$25.00
    - v. CASA - \$15.00
    - vi. Drug Court: \$5.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$621.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

8. SCHEDULE 8: Misdemeanor Sex Offenses

a. The Clerk shall collect \$1,184.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. Circuit Clerk - \$85.00
    - ii. State's Attorney - \$15.00
    - iii. Judicial Security - \$40.00
    - iv. Court - \$25.00

- v. CASA - \$15.00
- vi. Drug Court: \$5.00
- (f) \$10.00 to the Child Advocacy Center Fund
- (g) \$2.00 to the State's Attorney Records Automation Fund
- (h) \$2.00 to the Public Defender Records Automation Fund
- (i) \$10.00 to the County Jail Medical Costs Fund
- (j) \$20.00 to the Probation and Court Services Fund

(2) \$900.00 to the State Treasurer

(3) \$2.00 to the treasurer of the unit of local government of the arresting agency

9. SCHEDULE 9: Major Traffic Offenses

a. The Clerk shall collect \$325.00 and remit as follows:

(1) \$203.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
- (b) \$20.00 to the Court Document Storage Fund
- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
- (e) \$150.00 to the County General Fund to be distributed as follows:
  - i. Circuit Clerk - \$33.00
  - ii. State's Attorney - \$15.00
  - iii. Judicial Security - \$32.00
  - iv. Court - \$50.00
  - v. CASA - \$15.00
  - vi. Drug Court - \$5.00

(2) \$97.00 to the State Treasurer

(3) \$25.00 to the treasurer of the unit of local government of the arresting agency

10. SCHEDULE 10: Minor Traffic Offenses

a. The Clerk shall collect \$226.00 and remit as follows:

(1) \$168.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
- (b) \$20.00 to the Court Document Storage Fund

- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. Circuit Clerk - \$33.00
    - ii. State's Attorney - \$15.00
    - iii. Judicial Security - \$32.00
    - iv. Court - \$30.00
    - v. CASA - \$3.00
    - vi. Drug Court: \$2.00
- (2) \$46.00 to the State Treasurer
  - (3) \$12.00 to the treasurer of the unit of local government of the arresting agency

11. SCHEDULE 10.5: Truck Weight and Load Offenses

- a. The Clerk shall collect \$260.00 and remit as follows:
  - (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
    - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
    - (e) \$115.00 to the County General Fund to be distributed as follows:
      - i. Circuit Clerk - \$55.00
      - ii. Judicial Security - \$10.00
      - iii. Court - \$50.00
  - (2) \$92.00 to the State Treasurer

12. SCHEDULE 11: Conservation Offenses

- a. The Clerk shall collect \$195.00 and remit as follows:
  - (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund

- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
- (e) \$115.00 to the County General Fund to be distributed as follows:
  - i. Circuit Clerk - \$50.00
  - ii. Judicial Security - \$10.00
  - iii. Court - \$55.00

(2) \$25.00 to the State Treasurer

(3) \$2.00 to the treasurer of the unit of local government of the arresting agency

13. SCHEDULE 12: Dispositions under Supreme Court Rule 529 (No Court Appearance Required Traffic Offenses)

a. The Clerk shall collect \$164.00 and remit as follows:

(1) \$100.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
- (b) \$20.00 to the Court Document Storage Fund
- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
- (e) \$47.00 to the County General Fund to be distributed as follows:
  - i. Circuit Clerk - \$37.00
  - ii. Judicial Security - \$10.00

(2) \$14.00 to the State Treasurer

(3) \$50.00 to the treasurer of the unit of local government of the arresting agency

14. SCHEDULE 13: Petty Offense, Business Offense, or Non-Traffic Ordinance Violation

a. The Clerk shall collect \$100.00 and remit as follows:

(1) \$75.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
- (b) \$20.00 to the Court Document Storage Fund
- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund

- (e) \$22.00 to the County General Fund to be distributed as follows:
  - i. Circuit Clerk - \$12.00
  - ii. Judicial Security - \$10.00

- (2) \$25.00 to the treasurer of the unit of local government of the arresting agency

C. Unpaid Assessments.

1. Unless a court ordered payment schedule is implemented or the assessment requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid assessments a delinquency amount equal to 15% of the unpaid assessments that remain unpaid after 90 days.
2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Clerk Operations and Administration Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid assessments.

BE IT FURTHER RESOLVED, that this Resolution shall be effective on July 1, 2019.

PRESENTED, PASSED, APPROVED AND ADOPTED by the Coles County Board on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mike Zuhone  
Chairman of the County Board  
of the County of Coles, Illinois

Attested by:

\_\_\_\_\_  
Julie Coe  
Coles County Clerk

RESOLUTION TO AMEND BUDGET

WHEREAS, on April 9, 2019, the County Board amended the FY 2019 budget to include the Violent Crime Victim's Assistance Grant in the amount of \$38,000; and

WHEREAS, these grants funds were not new funds but needed to be in a separate line item for auditing purposes; and

WHEREAS, to allow the FY 2019 budget to be budget neutral, line items where this grant were previously deposited and expended will need to be reduced.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois, to amend the FY 2019 budget as follows:

REVENUE:

Misc-Rents-Refunds	000-000-4084-000	Reduce \$38,000
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EXPENSES:

State's Attorney Salary	000-012-7050-000	Reduce \$38,000
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DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_ Chairman

State of Illinois        )  
                                  )ss.  
County of Coles        )

RESOLUTION FOR EXTENSION OF THE  
AUDIT OF THE CIRCUIT CLERK

WHEREAS, Illinois Compiled Statutes requires an audit of the Circuit Clerk within six (6) months of year end; and

WHEREAS, the Circuit Clerk's fiscal year end is November 30, 2018 and the audit is due May 31, 2019; and

WHEREAS, the audit fieldwork is scheduled after that date; and

WHEREAS, a six month extension may be granted by the County Board.

NOW, THEREFORE BE IT RESOLVED that the County Board of Coles County, Illinois grant a six month extension of time to file the annual audit of the Circuit Clerk.

DATED this \_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_ Clerk

RESOLUTION TO AMEND BUDGET

WHEREAS, the County Clerk has been awarded a grant from HAVA Cyber Security in the amount of \$18,242.00; and

WHEREAS, this grant was not included in this year's budget; and

WHEREAS, the FY 2019 budget will need to be amended to include this grant.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles, Illinois, to amend the FY 2019 budget as follows:

REVENUE:

HAVA Cyber Security Grant	001-000-4016-000	\$18,242
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EXPENSES:

HAVA Cyber Security Expenses	001-007-7416-000	\$18,242
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DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_ Chairman



**RESOLUTION TO AWARD**

Section 17-00173-00-WR

WHEREAS, a letting was held at the Coles County Courthouse on April 23, 2019 at the hour of 10:00 A.M. for the pavement widening and bituminous overlay of County Highway 5 (Hutton Road) starting at County Highway 32 (Westfield Road) to 2.41 miles south on said road, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on April 9 & April 16, 2019; and the State's "Notice to Contractors Bulletin" on April 11 and April 18, 2019, and

WHEREAS, bids were received from 2 qualified contractors, and

WHEREAS, Ne Co Asphalt Co., Inc, 812 Atkins Drive, PO Box 25, Charleston, IL 61920, submitted the low bid in the amount of \$852,272.80, and

WHEREAS, the engineer's estimate for said section was \$ 1,122,634.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to Ne Co Asphalt Co., Inc, 812 Atkins Drive, PO Box 25, Charleston, IL 61920.

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STATE OF ILLINOIS  
COUNTY OF COLES

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 14th day of May, 2019.

\_\_\_\_\_  
Julie Coe, County Clerk (SEAL)

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN  
THE COUNTY OF CLARK AND COUNTY OF COLES**

**THIS AGREEMENT** entered into this 12<sup>th</sup> day of April, 2019 by and between the County of Clark, Illinois (Clark County) and the County of Coles, Illinois (Coles County).

**WHEREAS**, by resolution, the County Board of Clark County, Illinois has resolved that it is in the best interest of the County of Clark to cooperate with the County of Coles for the construction and maintenance of roads.

**WHEREAS**, there has been a long standing policy of cooperation between Clark County and Coles County regarding such projects; and

**WHEREAS**, the Clark County and Coles County are empowered by the Intergovernmental Cooperation Act (5 ILCS 220/1, et. Seq.) and the Illinois Constitution (Ill. Const. 1970, Art VII, Sec. 10) to enter into this Agreement; and

**WHEREAS**, 605 ILCS 5/9-101 provides statutory authority for Clark County and Coles County to enter into this cooperative agreement with respect to the construction and maintenance of roads and streets; and

**WHEREAS**, the parties wish to enter into a mutual agreement, which will allow Clark County & Coles County to provide certain maintenance services to the requesting party. The purpose of this Agreement is to provide requested road construction and road maintenance;

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, it is agreed as follows:

1. The County of Clark may provide, at the specific request of the Coles County Engineer, all labor, materials and equipment necessary to provide certain maintenance services as requested on Coles County roads within Coles County. The cost of the requested maintenance shall be determined and agreed upon by both parties before any work is performed.
2. The County of Coles may provide, at the specific request of the Clark County Engineer, all labor, materials and equipment necessary to provide certain maintenance services as requested on Clark County roads within the County. The cost of the requested maintenance shall be determined and agreed upon by both parties before any work is performed.
3. The County of Clark and the County of Coles agree that each shall be in control of and responsible for all their own respective employees and equipment regardless of the location of the work being performed. Each party shall be responsible for any and all claims, demands, losses, suits, judgments, expenses to any person or persons and any

liability resulting from any personal injury or property damage involving the use of its respective labor or equipment in the course of this agreement and each agrees further to indemnify the other from any such claims and to indemnify and save and hold harmless officers, agents and employees of the other party to the fullest extent permitted by law.

4. The parties agree to have and keep in effect the following kinds of insurance to meet fully the statutory or regulatory requirements applicable;
  - a. Worker's Compensation and Employers Liability Insurance
  - b. General Liability Insurance
  - c. Automobile Liability Insurance
  - d. Specialty Insurance (i.e. Railroad Protective Liability Insurance)
5. The Agreement shall be effective upon the date first above mentioned and shall continue in effect until cancelled by either party hereto. Upon cancellation, all projects previously contracted for and agreed to shall be completed as previously agreed despite termination of agreement.

**THE COUNTY OF CLARK, ILLINOIS**

**THE COUNTY OF COLES, ILLINOIS**

  
\_\_\_\_\_

**John Hammond, County Board Chairman**

\_\_\_\_\_

**Mike Zuhone, County Board Chairman**



Contract Bond

Route Various Twp Roads  
 County Coles  
 Local Agency N/A  
 Section 19-XX000-00-GM

We, Earl Walker Co., Inc.

915 W. Magill Sullivan, IL 61951

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and Cincinnati Insurance Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of Nine Hundred Eighty-Six Thousand Six Hundred Ninty and 25/100

Dollars ( \$986,690.25 ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 23rd day of April A.D. 2019

**PRINCIPAL**

Earl Walker Co., Inc.  
(Company Name)

By: [Signature] President  
(Signature & Title)

Attest: [Signature] Secretary  
(Signature & Title)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,  
COUNTY OF Moultrie

I, Madeline E. Bricker, a Notary Public in and for said county, do hereby certify that  
Bradford O. Wheeler

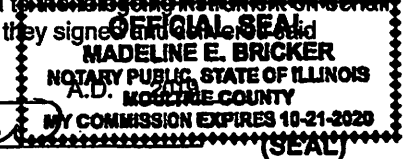
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of April

My commission expires 10/21/2020

Madeline E. Bricker  
Notary Public



**SURETY**

Cincinnati Insurance Company  
(Name of Surety)

By: [Signature]  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF Moultrie

I, Madeline E. Bricker, a Notary Public in and for said county, do hereby certify that  
Gordon R. Wood, Jr.

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of April

My commission expires 10/21/2020

Madeline E. Bricker  
Notary Public



Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Awarding Authority)

\_\_\_\_\_  
(Chairman/Mayor/President)

\_\_\_\_\_  
Clerk

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Gordon R. Wood, Jr.

of Sullivan, IL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States,

Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



STATE OF OHIO  
COUNTY OF BUTLER

} ss:

THE CINCINNATI INSURANCE COMPANY

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 22nd day of April 2015



Secretary



**Illinois Department  
of Transportation**

**Contract Bond  
Bond Number 54-226513**

Route Various Twp. Roads  
County Coles  
Local Agency N/A  
Section 19-12000-00-GM

We, Ne-Co Asphalt Co. Inc.

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and United Fire & Casualty Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of Eighty Four Thousand Eighty-Nine and 00/100

Dollars ( \$84,089.00 ), lawful money of the

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 23rd day of April A.D. 2019

**PRINCIPAL**

Ne-Co Asphalt Co Inc.

(Company Name)

By: [Signature] President

(Signature & Title)

Attest: [Signature] Corporate Secretary

(Signature & Title)

(Company Name)

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

(Signature & Title)

Attest: \_\_\_\_\_

(Signature & Title)

PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.

STATE OF ILLINOIS

COUNTY OF Macon

I, Glenda Hoffman, a Notary Public in and for said county, do hereby certify that

Gary Cole

John Robinson

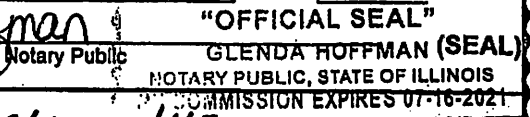
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of April A.D. 2019

My commission expires 7-16-21

Glenda Hoffman  
Notary Public



United Fire & Casualty Company

(Name of Surety)

**SURETY**

By: [Signature]

(Signature of Attorney-In-Fact)

Blake E Allison

STATE OF ILLINOIS

COUNTY OF Macon

I, Glenda Hoffman, a Notary Public in and for said county, do hereby certify that

Blake E Allison

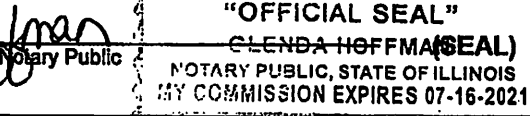
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of April A.D. 2019

My commission expires 7-16-21

Glenda Hoffman  
Notary Public



Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Attest:

\_\_\_\_\_

(Awarding Authority)

\_\_\_\_\_ Clerk

(Chairman/Mayor/President)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN J BREHENY, RANDY S CANNADY, TIM R PATTON, GLENDA HOFFMAN, DANIEL A MARTINI, BLAKE E ALLISON,  
 RANDY S TAYLOR, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of November, 2017

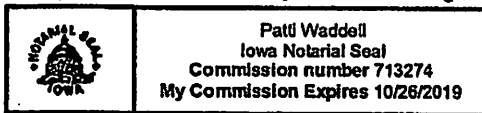


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 23rd day of April, 2019



By: *Mary A Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 23rd day of April A.D. 2019

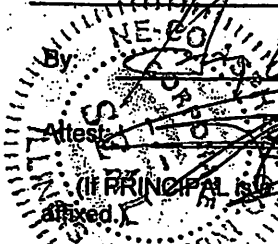
**PRINCIPAL**

Ne-Co Asphalt Co Inc.  
(Company Name)

\_\_\_\_\_  
(Company Name)

By: [Signature] President  
(Signature & Title)  
Attest: [Signature] Corporate Secretary  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)  
Attest: \_\_\_\_\_  
(Signature & Title)



(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,  
COUNTY OF Macon

I, Glenda Hoffman, a Notary Public in and for said county, do hereby certify that

Gary Cole

John Robinson

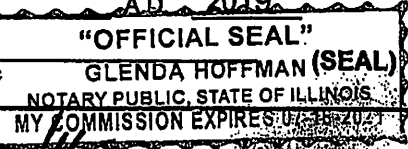
(Insert names of Individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of April A.D. 2019

My commission expires 7-16-21

Glenda Hoffman  
Notary Public



**SURETY**

United Fire & Casualty Company  
(Name of Surety)

By: [Signature]  
(Signature of Attorney-in-Fact)  
Blake E Allison

STATE OF ILLINOIS,  
COUNTY OF Macon

I, Glenda Hoffman, a Notary Public in and for said county, do hereby certify that

Blake E Allison

(Insert names of Individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of April A.D. 2019

My commission expires 7-16-21

Glenda Hoffman  
Notary Public



Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
(Awarding Authority)

\_\_\_\_\_  
(Chairman/Mayor/President)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN J BREHENY, RANDY S CANNADY, TIM R PATTON, GLENDA HOFFMAN, DANIEL A MARTINI, BLAKE E ALLISON, RANDY S TAYLOR, EACH INDIVIDUALLY

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UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

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 Vice President

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