

COLES COUNTY BOARD

Regular Meeting

September 13, 2022

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present, Bob Bennett, Denise Corray, Darrell Cox, John Doty, Jeremy Doughty, Lisa Jaco, Gail Mason, Stan Metzger, Nancy Purdy, Rick Shook, and Michael Watts, with Chairman Brandon Bell presiding.

Invocation was given by Charles Stodden

Moment of Silent Reflection

Pledge to the Flag

APPROVAL OF MINUTES

Motion by Cox, seconded by Corray to approve the County Board Minutes for August 9, 2022 with the consent of the County Board.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

DRAINAGE DISTRICTS APPOINTMENTS

One Appointment to the Brewster - Rice Drainage District - Rick Price

Appointment by Bell, with the consent of the County Board to serve until the first Tuesday in September, 2025.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

One appointment to the Coles -Clark Drainage District - Ray Galbreath

Appointment by Bell, with the consent of the County Board to serve until the first Tuesday in September, 2025.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

One appointment to the #2 of Mattoon Drainage District - Stephan W. Degler

Appointment by Bell, with the consent of the County Board to serve until the first Tuesday in September, 2025.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

One appointment to the Kickapoo Drainage District - Christopher Walker

Appointment by Bell, with the consent of the County Board to serve until the first Tuesday in September, 2025.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Watts (11)
NAYS: Shook (1)
ABSENT: None (0)

One appointment to the Little Wabash Drainage District - Gary Boske

Appointment by Bell, with the consent of the County Board to serve until the first Tuesday in September, 2025.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

One appointment to the Loxa Drainage District - Curt Niemeyer

Appointment by Bell, with the consent of the County Board to serve until the first Tuesday in September, 2025.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

**One appointment to the #4-14 of North Okaw Consolidated Drainage District-
Mervin Herschberger**

Appointment by Bell, with the consent of the County Board to serve until the first Tuesday in September, 2025.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

One appointment to the Shellhammer Drainage District - Duane Seaman

Appointment by Bell, with the consent of the County Board to serve until the first Tuesday in September, 2025.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

One appointment to the #1 of Mattoon & Whitley Union Drainage District - Brett Bond

Appointment by Bell, with the consent of the County Board to serve until the first Tuesday in September, 2025.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

One appointment to the Homann Mutual Drainage District - Greg Rhodes

Appointment by Bell, the following people were appointed the following Drainage Districts with the consent of the County Board to serve until the first Tuesday in September, 2025.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

**WINDOW PROJECT -ASBESTOS/LEAD REMOVAL
Acceptance Bid and Contract**

For a copy see page 5692

Motion by Purdy, seconded by Bennett to accept the bid with the consent of the County Board.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

PURCHASE PROPERTY - PUBLIC DEFENDERS OFFICE

For a copy of see pages 5693 - 5695

Motion was made by Metzger, seconded by Purdy with the consent of the County Board.

AYES: Bell, Bennett, Corray, Cox, Doughty, Jaco,
Mason, Metzger, Purdy, Watts (10)
NAYS: Doty, Shook (2)
ABSENT: None (0)

**RESOLUTION - TAX SALE RESOLUTIONS (6)
2018-4, 2018-66, 2018-68, 2018-189, 2018-201, 2018-209**

For a copy of the resolutions see pages 5696 - 5701

Motion by Metzger, seconded by Jaco

AYES: Bell, Bennett, Corray, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: None (0)
ABSTAIN: Cox (1)

ANNUAL ABATEMENT ORDINANCE - GO BOND SERIES 2019

For a copy of the resolutions see pages 5702 - 5703

Motion by Metzger, seconded by Watts

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)
NAYS: None (0)
ABSENT: None (0)

**APPROVAL OF EMPLOYMENT ASSISTANCE PROGRAM- SHERIFF'S
DEPARTMENT**

For a copy see page 5704 - 5708

Motion by Metzger, seconded by Bennett

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)

NAYS: None (0)

ABSENT: None (0)

APPROVAL OF BILLS - COLES COUNTY

Motion by Cox, seconded by Doty to approve the payment of the Coles County bills, with the approval of the County Board.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)

NAYS: None (0)

ABSENT: None (0)

PUBLIC COMMENTS

James Dinaso
Robb Perry

Kevin Gaither
Charles Stodden

Dustin Hay

ANNOUNCEMENT OF APPOINTMENTS

None

RECESSED

Upon motion by Doughty, seconded by Doty, the Coles County Board was recessed at 8:00 p.m. with the consent of the County Board.

AYES: Bell, Bennett, Corray, Cox, Doty, Doughty, Jaco,
Mason, Metzger, Purdy, Shook, Watts (12)

NAYS: None (0)

ABSENT: None (0)

ATTEST:

_____ County Clerk



TRIPLE A ASBESTOS

FAMILY OWNED & OPERATED SINCE 1999

PO Box 167 Pana, IL 62557
P: 217.562.7002 F: 217.562.2457
admin@tripleaasbestos.com

ACCEPTANCE AND NOTICE TO PROCEED

The authorized signatory accepts the correlated proposal, authorizes Notice to Proceed and Award with Project, agrees to the terms & conditions, and agrees to payment upon satisfactory completion of the project. Triple A Asbestos Services, Inc. must be provided with the correct information regarding the property and current ownership to ensure that all paperwork is properly completed. This information is required for project notifications, manifests, certificates of insurance, etc. Non-payment will result in a lien to the property and the signatory agrees to be liable for all court costs and attorney fees if any legal action is required by Triple A Asbestos Services, Inc. to procure payment.

Contracted Price: \$ 70,000.00 PO #: CCRP09132022-001

Classification of Property – please check: Commercial Residential

Property Name: Coles County Courthouse

Property Address: 651 Jackson, Room 309 Charleston, IL 61920

Classification of Payment– please check: Private Public Works

Responsible Party Contracting Services – Whom to Invoice:

Name: Kelly Lockhart

Address: 651 Jackson, Room 309 Charleston, IL 61920

Phone #: 217-348-0521

E-mail: klockhart@co.coles.il.us

Property Owner Information (if different than responsible party):

Name: Coles County

Address: 651 Jackson Ave.

Phone #: 217-348-0595

E-mail: lmcmichaels@co.coles.il.us

Project Contact:

Name: Stephen Simpson

Phone #: 217-348-0529

E-mail: ssimpson@co.coles.il.us

Printed Name of Authorized Signatory: Brandon Bell Title: Board Chair

Authorized Contracting Signature: _____ Date: 09-13-2022

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4. INSPECTION AND DUE DILLIGENCE PERIOD

Buyer shall have a period of 45 days in which to conduct an inspection and due diligence of the Property. During that period, Buyer shall have the right to inspect the Property and perform due diligence investigations with respect to the Property, including, without limitation, structural, mechanical, and environmental studies and investigations into regulatory, title, lease, tenant, and operational matters. If, after such inspections and investigations, Buyer, in its sole discretion, determines that the Property is not satisfactory to Buyer for any reason, Buyer may terminate the Letter of Intent by written notice to Seller delivered prior to the expiration of the inspection and due diligence period.

5. BROKERAGE

Seller shall have no obligation to pay any commissions to any Brokers in relation to this transaction, except to Seller's Broker pursuant to a separate brokerage agreement between Seller and Seller's Broker.

6. CONTRACT TO PURCHASE

Upon acceptance by Seller and Buyer of this Letter of Intent and completion of the inspection and due diligence period, the X Buyer _____ Seller shall cause its legal counsel to prepare a Purchase Contract which incorporates the terms and conditions of this Letter of Intent, which includes representations and warranties by Seller for the benefit of Buyer as to the Property, and otherwise contains terms and conditions and is in a form customary for the county and state in which the Property is located.

7. ACKNOWLEDGEMENT

Seller and Buyer hereby expressly acknowledge that (a) any action taken by Buyer in connection with this Letter of Intent shall not be deemed to be an agreement of Buyer to purchase the Property and that no such obligation shall be imputed unless and until a Purchase Contract with respect thereto has been signed by both Seller and Buyer; (b) the parties have not agreed on the material terms of any agreement relating to the purchase and sale of the Property, save and except the sales price; and (c) either Seller or Buyer may determine, each in its sole discretion, to terminate all negotiations with respect to the purchase and sale of the Property at any time prior to the execution of a Purchase Contract.

8. NON-DISCLOSURE

The parties further agree that this Letter of Intent and the initial disclosures and negotiations for this sale and any information provided to Buyer by Seller with regard to said Property and/or business shall be held in strict confidentiality and shall not be disclosed to any other party, save and except the Buyer disclosing the purchase price to the Buyer's bank or finance company and Buyer further agrees that any information obtained from Seller will not be used by Buyer to compete against Seller, nor will such information be disclosed to any other party which would enable any other party to compete with Seller. The parties further agree that if any said information is disclosed, said disclosure shall constitute an action for which the Seller can be compensated in a court of law.

g.b.
Buyer's Initials

12/1
Date

If the terms outlined herein are acceptable, Seller should sign and accept this letter where indicated below and return it to Buyer no later than _____, 20____, at 5:00 p.m. C.S.T.

Upon such acceptance, Seller shall cease to market the Property and shall not solicit or accept any offers or engage in any discussions concerning the sale of the Property (other than the transaction described herein) for a period of _____ days from the date of Seller's acceptance hereof. Notwithstanding the nonbinding nature of this Letter of Intent, the foregoing covenant of Seller shall be binding on Seller and enforceable by Buyer.

BUYER

SELLER

[Signature]
Signature of Buyer

9/21/21
Date

Signature of Seller

Date

9/



WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

ASHMORE TOWNSHIP

PERMANENT PARCEL NUMBER: 01-0-02452-000

As described in certificates(s) : 201800004 sold October 2019

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Childress Brothers Ventures LLC, has bid \$20,125.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$14,925.01 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$123.74 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$20,125.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$14,925.01 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-22-001

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WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

CHARLESTON TOWNSHIP

PERMANENT PARCEL NUMBER: 02-2-11355-000

As described in certificate(s) : 201800066 sold October 2019

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Daniella Food LLC, has bid \$2,023.05 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$1,326.56 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$145.73 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,023.05.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance, of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,326.56 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

CHARLESTON TOWNSHIP

PERMANENT PARCEL NUMBER: 02-2-11496-000

As described in certificates(s) : 201800068 sold October 2019

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, LaTasha D. Harris, has bid \$1,221.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$601.92 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$109.08 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,221.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$601.92 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-2-09731-000

As described in certificate(s) : 201800189 sold October 2019

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Coles County Habitat for Humanity, has bid \$2,525.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$1,717.68 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$131.07 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,525.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,717.68 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-2-11239-000

As described in certificate(s) : 201800201 sold October 2019

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Adrian Rodriguez, Ali J. Rodriguez, has bid \$5,101.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$3,657.01 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$123.74 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,101.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$3,657.01 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-22-005



WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-2-11728-000

As described in certificates(s) : 201800209 sold October 2019

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, J.D. Irons, has bid \$4,000.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$2,809.27 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$145.73 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$4,000.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE: IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$2,809.27 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

5701

ANNUAL ABATEMENT ORDINANCE

ORDINANCE abating the tax hereto levied for the year 20__ to pay the principal of and interest on General Obligation Bonds (Alternate Revenue Source), Series 2019, of The County of Coles, Illinois.

WHEREAS, the County Board (the "Board") of The County of Coles, Illinois (the "County"), by ordinance adopted on the 8th day of October, 2019 (the "Bond Ordinance"), did provide for the issue of \$450,000 General Obligation Bonds (Alternate Revenue Source), Series 2019 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the County hereby determines that funds are or will be available to pay the principal of and interest on the Bonds when due, so as to enable the abatement of the Pledged Taxes levied for the year 20__; and

WHEREAS, it is necessary and in the best interests of the County that the tax heretofore levied for the year 20__ to pay the principal of and interest on the Bonds be abated;

NOW, THEREFORE, Be It and It Is Hereby Ordained by the County Board of The County of Coles, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Abatement of Tax. The tax heretofore levied for the year 20__ in the Bond Ordinance is hereby abated in its entirety.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the County Clerk and ex-officio Clerk of the County Board shall file a certified copy hereof with the County Clerk of The County of Coles, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 20__ in accordance with the provisions hereof.

Section 4. Effective Date. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Approved _____, 20____.

Chairman of the County Board of
The County of Coles, Illinois

County Clerk and ex-officio Clerk of the
County Board of The County of Coles, Illinois

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

This Employee Assistance Program Agreement (the "Agreement") is made and entered into as of the ___ day of ___, 20___ ("Effective Date") between Carle Health Care Incorporated d/b/a Carle Physician Group, an Illinois not-for-profit corporation ("Carle"), and INSERT CLIENT NAME, INSERT CORP TYPE with its principal place of business at INSERT ADDRESS ("Client"). Unless the context of the sentence would provide a different interpretation, Carle and Client may be collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Carle offers an Employee Assistance Program ("EAP") with services that include assessment, counseling, referral and case management for personal issues such as substance abuse, marital and family issues, emotional concerns and difficulties;

WHEREAS, Carle employs providers' or has contracted with various providers who are qualified, skilled and experienced to provide EAP services;

WHEREAS, Client desires to provide for its employees an EAP pursuant to the terms and conditions contained herein; and

WHEREAS, Carle has the ability to provide an EAP to Client pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the above mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: DUTIES OF CARLE

- 1.1 Program Activities. Carle shall provide the following program activities:
- a. Assist Client in developing an EAP policy that will be distributed to its employees.
 - b. Conduct INSERT # sixty (60) minute training session(s) for supervisors on procedures to help employees access the program. Additional sixty (60) minute sessions can be purchased for \$250.00 each.
 - c. Provide INSERT # fifteen (15) minute orientation sessions to educate all employees on EAP policy, benefits and procedures. Additional orientations can be purchased for \$100.00 each.
 - d. Provide written EAP information to each employee describing the program and how to access services.
 - e. Prepare a letter for distribution by Client to household members informing them of the benefits of the EAP.
 - f. On a quarterly basis, distribute posters that illustrate common employee concerns.
 - g. Provide up to INSERT # hours of educational presentations. Client may select workshops based on results of the needs assessment from employee orientations. Additional programs can be purchased for \$250.00 per hour.
 - h. Provide consultation with supervisory staff on specific employee problems.
 - i. Offer six (6) assessment and/or short-term counseling sessions per person/per problem type per year for employees and family members. Appointments are offered within three (3) working days of the initial intake call.

- j. Provide a twenty- four (24) hour crisis line for employees or family members who need assistance outside designated business hours.
 - k. Conduct up to two (2) hour critical incident stress debriefings to assist Client and its employees during and following traumatic workplace events.
 - l. Provide follow up and case management of employees who are referred to other community resources.
- 1.2 Administrative/Consultative Activities. Carle shall provide the following administrative and consultative activities:
- a. Provide quarterly statistical reports on EAP usage within thirty (30) days of the end of the preceding quarter.
 - b. Meet periodically with the designated Client representative to report on program activity and progress.
 - c. Provide consultation on established policy and procedures regarding substance abuse, workplace violence, sexual harassment, and other issues that impact performance.
 - d. Comply with state and federal law governing the confidentiality of patient information.

ARTICLE II: DUTIES OF CLIENT

- 2.1 Client Duties. Client shall be responsible for the following duties:
- a. Provide copies of its personnel policies, health benefit coverage, employee roster and other necessary documents to Carle.
 - b. Continue to designate a staff liaison that has appropriate authority, knowledge and interest in the EAP to act as the on-site coordinator and assist in implementation of the program.
 - c. Assist in the orientation, training, and educational processes by providing the necessary space, time and equipment to conduct the sessions.
 - d. Pay any postage for correspondence to employees and their families announcing or publicizing the program.
 - e. Distribute promotional and educational materials to all eligible employees.
 - f. Inform Carle of any organizational change that may affect EAP.
 - g. Assess program effectiveness by assisting in the EAP evaluation process.

ARTICLE III: TERM AND TERMINATION

- 3.1 Term. The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date (the "Term") unless as otherwise terminated earlier as provided for herein.
- 3.2 Termination. This Agreement shall be terminated on the occurrence of any of the following:
- a. Termination for Cause. Either Party may terminate upon a material breach of the Agreement by the other Party. The non-breaching party will give thirty (30) days written notice to the breaching party describing the material breach and afford the breaching party the opportunity to cure a breach within such thirty (30) day period.
 - b. Termination Without Cause. This Agreement may be terminated by either Party without cause by providing the other Party sixty (60) days prior written notice of such termination.
- 3.3 Effect of Termination. Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination including, without limitation payment for the EAP by Client to Carle and expenses incurred prior to the date of termination.

ARTICLE IV: COMPENSATION

- 4.1 In consideration for Carle's provision of the EAP, Client will pay Carle per-employee fee of INSERT DOLLAR AMOUNT ("Fee Per Employee"). The total Fee Per Employee for the Term will be \$ INSERT DOLLAR AMOUNT based on the current population of INSERT # employees at Client. Client will pay as follows:
- a. Four equal quarterly installments of \$INSERT DOLLAR AMOUNT payable on the first (1st) day of each calendar quarter.
 - b. The first quarterly payment will be: \$INSERT DOLLAR AMOUNT due on INSERT DATE.
- 4.2 A separate invoice will reflect any fee-for-service charges for educational seminars and stress debriefings beyond the number stated in this Agreement and agreed upon in advance by Client and Carle.
- 4.3 Fees for professional services rendered by resources other than EAP counselors will be the responsibility of the employee and/or his or her group medical insurance.

ARTICLE V: GENERAL PROVISIONS

- 5.1 Limited Offer. The offer contained in this Agreement is void if not accepted by signature of Client's authorized representative on or before INSERT DATE.
- 5.2 Independent Contractor. The relationship between the Parties shall at all times be that of independent contractors. No provision of this Agreement is intended to or shall be construed to render one Party an agent, employee, partner or servant of the other Party. Neither party shall represent to any third person or entity that it is authorized to enter into any contract for or on behalf of the other party. Neither party shall execute any contract for or on behalf of the other nor attempt to bind the other to any obligation. Each party shall be solely responsible for compensating its employees or contractors who perform services hereunder and making all tax withholdings, including paying such payroll and other employment related taxes as required by U.S. or foreign laws. Each party hereby agrees to defend, indemnify and hold the other party harmless from the same. This Agreement is not intended to inure to the benefit of or create any rights in any third parties.
- 5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the principles of conflict of law. Venue and jurisdiction are exclusive to the state and federal courts situated in Champaign County, Illinois.
- 5.4 Amendment. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision in this Agreement be effective except by an instrument in writing and signed by all parties.
- 5.5 Severability. If any provision of this Agreement shall be found to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 5.6 Limited Renegotiation. Notwithstanding any other provision of this Agreement, if at any time while this Agreement is in effect, any governmental agency or other authoritative body having jurisdiction over the terms and conditions of this Agreement, passes, issues or promulgates any law, rule, regulation, standard or interpretation, or materially changes its current position as to the

interpretation of any existing law, rule, regulation or standard, in a manner that would prohibit, restrict, limit or render illegal the relationship described in this Agreement, or if any governmental entity issues a written allegation or otherwise provides notice to a Party to the effect that the relationship described in this Agreement violates any law, rule or regulation (collectively referred to as “**Changed Standards or Interpretations**”), then a Party may give notice to the other Party of its intent to amend this Agreement to bring it into compliance with these Changed Standards or Interpretations. If this Agreement is not amended in writing by mutual agreement within thirty (30) days after notice is given, then the Party giving notice shall have the right to terminate the Agreement effective at the end of the thirty (30) day notice period.\

- 5.7 **No Third-Party Beneficiaries.** This Agreement is not intended to benefit, and does not benefit any person or entity other than the Parties.
- 5.8 **Assignment.** Neither this Agreement, nor the rights or obligations created by this Agreement may be assigned or delegated in whole or in part, whether voluntarily, by operation of law or otherwise, without the prior written consent of the other Party.
- 5.9 **Notices:** Any written notice, demand, or communication required or permitted under this Agreement shall be given by hand-delivery or by first-class certified mail, return receipt requested to the affected party at the address below. All notices given in the manner prescribed in this paragraph shall be deemed properly served upon receipt.

To CLIENT:
INSERT CLIENT NAME
INSERT ADDRESS

ATTN:

To CARLE:
Carle Health Care Incorporated
d/b/a Carle Physician Group
611 W. Park Street
Urbana, IL 61801
Attn: Linda Culton, EAP Clinical Supervisor

- 5.10 **Equal Opportunity.** Each Party represents that it is that Party’s policy to provide equal opportunity to persons regardless of race, religion, age, gender, disability or other classification within federal, state and local statutes, regulations or ordinances.
- 5.11 **Authority to Contract.** Each Party represents and warrants that it is duly organized and in good standing under the laws of the State in which it is incorporated and is qualified to do business in and in good standing in all other jurisdictions in which the Party conducts business. Each Party has the power and other authority to execute, deliver and perform this Agreement. This Agreement and all documents and agreements required to be delivered by a Party hereunder will be legal, valid, and binding obligations of the other Party enforceable in accordance with their terms in each case.
- 5.12 **No Waiver.** No waiver of any breach of any one or more of the conditions or covenants of this Agreement by either Party shall be deemed to imply or constitute a waiver of a breach of the same condition or covenant in the future, or a waiver of a breach of any other condition or covenant of this Agreement.
- 5.13 **Non-Effect of Headings.** The various headings and captions used in this Agreement, and the grouping of the provisions of this Agreement into separate sections or paragraphs, are for information, ease of reference and convenience only, and do not limit, expand, construe or modify the contents of any provision.

5.14 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Client and Carle shall neither be entitled to benefits other than those herein specifically enumerated.

5.15 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Client and Carle by an official, or officials of each, specifically authorized to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

CARLE HEALTH CARE INCORPORATED
d/b/a Carle Physician Group

CLIENT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____