

**COLES COUNTY BOARD**  
**Regular Meeting**  
**April 11, 2023**

The regular meeting of the Coles County Board was called to order at 7:02 p.m. with the following members present, Bob Bennett, Mike Clayton, John Doty, Tad Freezeland, Lisa Jaco, Gail Mason, Nancy Purdy, Rick Shook, and Michael Watts, with Chairman Darrell Cox presiding. Absent were Denise Corray and Jeremy Doughty.

Invocation was given by Darrell Cox  
Moment of Silent Reflection  
Pledge to the Flag

**PUBLIC COMMENTS**

Chad Larson    Charles Stodden    Nicholas Dale    Kevin Gaither

**APPROVAL OF MINUTES - March 14, 2023**

Motion by Shook, seconded by Freezeland

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

**APPOINTMENT TO THE LINCOLN FIRE DISTRICT - CHAD LARSON**

Motion was made by Cox to appoint Chad Larson to serve on the Lincoln Fire District until May, 2027 with the consent of the County Board

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

**APPOINTMENT TO THE REGIONAL PLANNING COMMISSION**  
**ELAINE KOMADA AND JON ALTHAWS**

Motion was made by Cox to appoint Elaine Komada and Jon Althaws to serve on the Regional Planning Commission until November, 2025 with the consent of the County Board

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

## **RESOLUTION OF SUPPORT FOR ILLINOIS AND COLES COUNTY AGRICULTURE**

For a copy of the resolution see page 5869

Motion by Purdy, seconded by Doty

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

### **RESOLUTION: JURY FEES**

For a copy of the resolution see page 5870

Motion by Mason, seconded by Doty

AYES: Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Watts (9)  
NAYS: Shook (1)  
ABSENT: Corray, Doughty (2)

### **REMOVE FROM TABLE - SUPERVISOR OF ASSESSMENTS SALARY**

Motion by Clayton , seconded by Freezeland to remove from table, Supervisor of Assessment Salary Resolution

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

### **RESOLUTION: COUNTY OFFICERS SALARY SUPERVISOR OF ASSESSMENT**

For a copy of the resolution see page 5871

Motion by Clayton, seconded by Watts

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

**RESOLUTION ADOPTING ACTION OF NEW SETTLEMENT AND RELEASE OF CLAIMS CONTINUED OPIOID LITIGATION**

For a copy of the resolution see page 5872

Motion by Jaco, seconded by Purdy

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

**RESOLUTION: DATA INTEGRATION GRANT**

For a copy of the resolution see page 5873

Motion by Watts, seconded by Jaco

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

**RESOLUTION TO USE ARPA FUNDS - COLES COUNTY ANIMAL CONTROL**

For a copy of the resolution see page 5874

Motion by Freezeland , seconded by Purdy

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

**RESOLUTION TO USE ARPA FUNDS - CHARLESTON MASONIC LODGE**

For a copy of the resolution see page 5875

Motion by Doty, seconded by Jaco

AYES: Clayton, Doty, Jaco, Mason, Purdy (5)  
NAYS: Shook, Watts (2)  
ABSENT: Corray, Doughty (2)  
ABSTAIN: Bennett, Cox, Freezeland (3)

**RESOLUTION TO USE ARPA FUNDS - CHILDREN'S ADVOCACY CENTER**

For a copy of the resolution see page 5876

Motion by Freezeland, seconded by Purdy

AYES: Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Doughty (2)

**RESOLUTION TO USE ARPA FUNDS - UNITED WAY**

For a copy of the resolution see page 5877

Motion by Jaco, seconded by Mason

AYES: Bennett, Clayton, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (9)

NAYS: Cox (1)

ABSENT: Corray, Doughty (2)

**RESOLUTION TO USE ARPA FUNDS - COLES COUNTY MENTAL HEALTH  
DEPARTMENT**

For a copy of the resolution see page 5878

Motion by Watts, seconded by Clayton

AYES: Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Doughty (2)

**RESOLUTION TO APPOINT COUNSEL REGARDING COMMERCIAL WIND  
ENERGY FACILITIES ROAD USE AGREEMENTS**

For a copy of the resolution see pages 5879 - 5887

Motion by Doty, seconded by Watts

AYES: Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Doughty (2)

**AGREEMENT WITH ESI CH 20 OVER CRABCREEK, SN015-0057  
SECTION 23-00197-00+-BR**

For a copy of the agreement see pages 5888-5894

Motion by Doty, seconded by Jaco

**AYES:** Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (10)

**NAYS:** None (0)

**ABSENT:** Corray, Doughty (2)

**COUNTY BRIDGE FUND PETITION  
Morgan Township/ Bridge Culvert Replacement**

For a copy of the petition see pages 5895 - 5897

Motion by Doty, seconded by Shook

**AYES:** Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (10)

**NAYS:** None (0)

**ABSENT:** Corray, Doughty (2)

**RESOLUTION: INTERGOVERNMENTAL AGREEMENT FOR  
STRUCTURE NO: 015-3252  
SECTION 23-02138-00-BR / TR-(620 N, 1310 E) CHARLESTON TOWNSHIP**

For a copy of the resolution see pages 5898 - 5900

Motion by Doty, seconded by Purdy

**AYES:** Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (10)

**NAYS:** None (0)

**ABSENT:** Corray, Doughty (2)

**APPROVAL OF CONTRACT BONDS FOR COUNTY AND  
TOWNSHIP PROGRAMS FOR FY23**

For a copy of the Contracts see pages 5901 - 5912

Motion by Doty, seconded by Bennett

**AYES:** Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (10)

**NAYS:** None (0)

**ABSENT:** Corray, Doughty (2)

**RESOLUTION AUTHORIZING A POLICE SERVICES CONTRACT AGREEMENT  
BETWEEN COLES COUNTY BOARD AND THE VILLAGE OF ASHMORE, ILLINOIS**

For a copy of the resolution see pages 5913 - 5915

Motion by Clayton, seconded by Bennett

AYES: Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Doughty (2)

**APPROVAL OF BILLS - COLES COUNTY**

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

AYES: Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Doughty (2)

**ANNOUNCEMENT OF APPOINTMENTS**

1. Two appointments to the Board of Review
2. One appointment to the Sheriff's Merit Commission
3. Two appointments to the Drainage Districts
4. One appointment to the Coles County Airport Authority

**ADJOURNED**

Upon motion by Doty, seconded by Freezeland, the Coles County Board was adjourned at 8:10 p.m. with the consent of the County Board.

AYES: Bennett, Clayton, Cox, Doty, Freezeland,  
Jaco, Mason, Purdy, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Doughty (2)

ATTEST:

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

**Resolution # \_\_\_\_\_**

**Coles County, Illinois**

**A RESOLUTION OF SUPPORT FOR ILLINOIS AND COLES COUNTY AGRICULTURE**

**WHEREAS, Illinois is home to more than 71,000 farms, 96% of which are family-owned and a third of which include livestock; and**

**WHEREAS, Coles County accounts for 701 of those farms; and**

**WHEREAS, agriculture supports 3,390 jobs in the county; and**

**WHEREAS, agriculture and related industries generate total sales or output is estimated at \$318.8 million; and**

**WHEREAS, farm property provides 20.0 percent of taxable value, which provides services to residents; and**

**WHEREAS, Illinois farmers support the food security of our citizens; the international pandemic displayed the importance of American food systems, processing, and supply chain weaknesses; and**

**WHEREAS, new livestock development accounts for additional jobs creating additional economic growth with the county; and**

**WHEREAS, farmers are dedicated to caring for their animals in ways that also benefit the land, using tools and technology to better manager soil nutrients, water runoff, and air quality on the farm, farmers are using fewer natural resources and reducing their carbon footprint while producing more food; and**

**WHEREAS, farmland is a finite resource that is vital to agriculture, food production, and the economic wellbeing of our county; and**

**WHEREAS, farmers in Illinois face multiple layers of regulation involving state and federal agencies providing a comprehensive, robust regulatory program for all farms including those raising livestock; and**

**WHEREAS, data and information from state regulatory agencies demonstrates environmental issues from agriculture are an extremely rare occurrence; and**

**WHEREAS, the county recognizes the value agriculture contributes to our county and the rural way of life is the backbone of our country; efforts should be made to accommodate future success of the rural community.**

**NOW, THEREFORE, the Coles County Board acknowledges and supports agriculture within our county; the jobs created, taxes generated, technologies embraced, and environmental practices implemented by farmers makes agriculture a valuable industry within our county.**

**LET IT BE RESOLVED, the County of Coles elected board and county staff will work to support and promote the development of agriculture for the benefit of our county and all its residents.**

**Passed by the Coles County, Illinois Board on \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

State of Illinois                    )  
  ) ss.  
County of Coles                    )

**RESOLUTION RE: JUROR FEES**

**WHEREAS, the current rate of per diem for persons serving on Jury Duty is \$20 per day, and**

**WHEREAS, there is a general consensus that the rate should be increased.**

**NOW, THEREFORE BE IT RESOLVED, by the Coles County Board that the rate of per diem for persons serving on Jury Duty be set at \$20 per day for the first day of jury service and \$35 per day for the second day and each day thereafter effective May 1, 2023.**

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

**ATTEST:**

\_\_\_\_\_ Clerk



State of Illinois     )  
                              )  
County of Coles     )

**RESOLUTION RE: COUNTY OFFICERS SALARY**

WHEREAS, the Coles County Board is required pursuant to P. A. 89-0405 to fix the salaries of various Coles County Officials; and

WHEREAS, the salary for the Supervisor of Assessments is included in the appropriation of the Coles County Budget for Fiscal Year 2023.

NOW, THEREFORE BE IT RESOLVED that the Coles County Board set the annual salary of the following County Official as follows:

Supervisor of Assessment	2023 - \$55,550
	2024- \$56,106
	2025 - \$56,666
	2026 - \$57,233

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_ Clerk

**RESOLUTION  
ADOPTING ACTION OF NEW SETTLEMENT AND RELEASE OF CLAIMS-  
CONTINUED OPIOID LITIGATION**

**WHEREAS**, The County Board of Coles County authorized the Coles County State's Attorney on behalf of the Coles County Board and County of Coles, to participate in a multi-state litigation against certain companies, manufacturers and distributors in the chain of distribution of controlled substances; and

**WHEREAS**, the County of Coles is a participating local government pursuant to the Illinois Opioid Allocation Agreement and the National Consortium; and

**WHEREAS**, the County Board understands that additional opioid distributors including Teva, Allergan, Walgreens, Walmart, and CVS have or are negotiating a national settlement agreement; and

**WHEREAS**, upon effectuation of the agreement Coles County will receive settlement funds consistent with the attached State of Illinois Counties Only Percentages; and

**WHEREAS**, it is appropriate the Coles County State's Attorney continue to be authorized to act on behalf of Coles County in all opioid litigation involving release of claims and settlement.

**NOW, THEREFORE, BE IT RESOLVED** by the Coles County Board that the Coles County State's Attorney, be and is hereby authorized and directed to execute any documentation or settlement agreements necessary, and to take any such further steps or actions necessary to comply with the terms or conditions of settlement including release of claims to effectuate and to facilitate participation by the County of Coles in such settlement or settlements regarding the national opioid litigation.

Be it further resolved that any actions of the State's Attorney in facilitating participation and settlement of the opioid litigation is ratified and confirmed by this Board.

Adopted by roll call vote this \_\_\_\_ day of April, 2023.

**COLES COUNTY BOARD**

\_\_\_\_\_  
**DARRELL COX, Chairman**

Attested by:

\_\_\_\_\_  
**JULIE COE, Coles County Clerk**

State of Illinois        )  
                                  )ss.  
County of Coles        )

**RESOLUTION RE: DATA INTEGRATION GRANT**

**WHEREAS, Coles County Court Services and Circuit Clerk were awarded the following grant: Data Integration Grant totaling \$24,000 and**

**WHEREAS, these funds will be deposited into the General Fund; and**

**WHEREAS, Coles County IT is requesting the grant funds be included; and**

**NOW THEREFORE BE IT RESOLVED that the County Board to be adding a revenue line item 001-000-4098-000 to the Budget in the amount of \$24,000.00.**

**NOW THEREFORE BE IT RESOLVED that the County Board to be adding an expense line item 001-002-7298-000 in the amount of \$24,000.00.**

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

**ATTEST:**

\_\_\_\_\_ Clerk

State Of Illinois )  
 )SS  
County Of Coles )

**Resolution to use ARPA Funds**

**WHEREAS**, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Coles County, Illinois, and

**WHEREAS**, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

**WHEREAS**, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

**WHEREAS**, Coles County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Coles County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“a broad range of government services, programs, and projects outside of typical eligible used of recovery funds under the final rule”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of Coles County, Illinois shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall authorize the Coles County Treasurer to properly record such distribution and assign the same as budget.

An amount not to exceed \$162,725.00 shall be made available to Coles County Animal Control for the purchase of a shelter addition from the Coles County Finance Committee.

**DATED THIS 11th day of April, 2023**

**ATTEST:**

\_\_\_\_\_  
County Clerk & Recorder

\_\_\_\_\_  
County Board Chairman

State Of Illinois )  
 )SS  
County Of Coles )

**Resolution to use ARPA Funds**

**WHEREAS**, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Coles County, Illinois, and

**WHEREAS**, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

**WHEREAS**, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

**WHEREAS**, Coles County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Coles County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“a broad range of government services, programs, and projects outside of typical eligible used of recovery funds under the final rule”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of Coles County, Illinois shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall authorize the Coles County Treasurer to properly record such distribution and assign the same as budget.

An amount not to exceed \$7,000.00 shall be made available to the Charleston Masonic Lodge for revenue loss from the Coles County Finance Committee.

**DATED THIS 11th day of April, 2023**

**ATTEST:**

\_\_\_\_\_  
County Clerk & Recorder

\_\_\_\_\_  
County Board Chairman

State Of Illinois )  
 )SS  
County Of Coles )

**Resolution to use ARPA Funds**

**WHEREAS**, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Coles County, Illinois, and

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**WHEREAS**, Coles County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Coles County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“a broad range of government services, programs, and projects outside of typical eligible used of recovery funds under the final rule”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of Coles County, Illinois shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall authorize the Coles County Treasurer to properly record such distribution and assign the same as budget.

An amount not to exceed \$5,417.00 shall be made available to Children’s Advocacy Center of East Central Illinois for premium pay from the Coles County Finance Committee.

**DATED THIS 11th day of April, 2023**

**ATTEST:**

\_\_\_\_\_  
County Clerk & Recorder

\_\_\_\_\_  
County Board Chairman

State Of Illinois        )  
                                  )SS  
County Of Coles         )

**Resolution to use ARPA Funds**

**WHEREAS**, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Coles County, Illinois, and

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**WHEREAS**, Coles County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Coles County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“a broad range of government services, programs, and projects outside of typical eligible used of recovery funds under the final rule”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of Coles County, Illinois shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall authorize the Coles County Treasurer to properly record such distribution and assign the same as budget.

An amount not to exceed \$22,543.00 shall be made available to United Way for revenue loss from the Coles County Finance Committee.

DATED THIS 11th day of April, 2023

ATTEST:

\_\_\_\_\_  
County Clerk & Recorder

\_\_\_\_\_  
County Board Chairman

State Of Illinois )  
 )SS  
County Of Coles )

**Resolution to use ARPA Funds**

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**WHEREAS**, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

**WHEREAS**, Coles County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Coles County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“a broad range of government services, programs, and projects outside of typical eligible used of recovery funds under the final rule”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of Coles County, Illinois shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall authorize the Coles County Treasurer to properly record such distribution and assign the same as budget.

An amount not to exceed \$6,708.00 shall be made available to the Coles County Mental Health Department for controlled access from the Coles County Finance Committee.

DATED THIS 11th day of April, 2023

ATTEST:

\_\_\_\_\_  
County Clerk & Recorder

\_\_\_\_\_  
County Board Chairman



**RESOLUTION TO APPOINT COUNSEL REGARDING COMMERCIAL WIND  
ENERGY FACILITIES ROAD USE AGREEMENTS**

**WHEREAS**, the Coles County Board has adopted a resolution pursuant to 55 ILCS 5/5-12020 consistent with the State of Illinois standards for commercial wind energy facilities; and

**WHEREAS**, said State of Illinois standards are liberally construed to favor rights of facility owners and developers of commercial wind energy facilities; and

**WHEREAS**, it is necessary that a road use and repair agreement be entered into with the facility owner/developer to determine the responsibility as to the use and repair of roadways in Coles County consistent with section 5-12020(s) and (t) and other relevant statutes; and

**WHEREAS**, the Road Use Agreement must be entered into prior to County approval of a Special Use Permit and said agreement provides for the reimbursement of outside professional costs, legal fees, and other costs incurred for the review, negotiation, and execution of the Road Use Agreement; and

**WHEREAS**, the Coles County State's Attorney upon consultation with the Road & Bridge Committee and pursuant to 55 ILCS 5/4-2003(b) has determined that the public interest requires the appointment of a special assistant state's attorney for the purposes of matters relating to the negotiation, preparation, and execution of road use agreements under the Commercial Wind Energy Facilities and Commercial Solar Energy Facilities statute; and

**WHEREAS**, Sheryl Churney of Klein, Thorpe & Jenkins, at 7 Northpoint Drive, Streator, Illinois, specializes in agreements protecting local road infrastructure and has agreed to serve as Special Assistant State's Attorney at a rate not to exceed \$300.00 per hour as set forth on the attached rate notice and letter of engagement.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Coles County, Illinois, pursuant to the advice and consent of the Coles County State's Attorney, that Sheryl Churney, of Klein, Thorpe & Jenkins, at Streator, Illinois, be appointed as special assistant to the State's Attorney for the review, negotiation, preparation, and execution of road use agreements in the County of Coles. The State's Attorney is hereby authorized to execute the engagement letter in the form attached hereto or take steps necessary for such appointment.

\_\_\_\_\_  
**CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**CLERK**



Please reply to the Streator office shchurney@ktjlaw.com www.ktjlaw.com	7 Northpoint Drive Streator, Illinois 61364 T 815-672-3116 F 815-672-0738
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March 21, 2023

VIA EMAIL ONLY  
 RParker@co.coles.il.us

Coles County State's Attorney  
 c/o Ronda Parker  
 651 Jackson Street, Room 330  
 Charleston, IL 61920

VIA EMAIL ONLY  
 RJohnson@co.coles.il.us

Mr. Rick Johnson  
 Coles County Engineer  
 Coles County Highway Department  
 651 Jackson Street, Room 16  
 Charleston, IL 61920

**RE: Representation of Coles County:  
Coles Wind (Apex) Road Use Agreement**

Greetings.

Our firm is pleased to have the opportunity to serve Coles County with regard to a road use agreement for the proposed Coles Wind (Apex) Project. In connection with this project, our firm may also be representing other affected road authorities. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which Klein, Thorpe & Jenkins, Ltd. ("KTJ") will be providing legal services. Accordingly, the purpose of this letter, and the enclosed Terms of Engagement, is to clarify and confirm these terms and conditions. We look forward to working with you and will do our best to provide the highest quality legal services in a responsive and efficient manner.

I will be the attorney primarily responsible for this representation, with the assistance of other attorneys or legal assistants as appropriate from time to time. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. It is important that you are satisfied with our services and responsiveness at all times.

We will provide legal counsel and assistance to you in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries. To enable us to effectively render these services, you agree to cooperate fully with us, to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request, and to keep us apprised of relevant developments. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.

Our fees will be based on the amount of time spent by attorneys and our assistants on this matter. Each attorney and assistant has an hourly billing rate based generally on his or her experience and any special expertise. The rate, multiplied by the time spent on your behalf, measured in tenths of an hour, will be evaluated by me as the billing attorney as the basis for determining the fee. KTJ's fee and cost schedule is set forth on the last page of the enclosed Terms of Engagement.

Coles County State's Attorney & County Engineer  
March 21, 2023  
Page 2 of 6

We anticipate that all legal fees will be reimbursed by the developer of the Coles Wind Project. In the event payment is not made by the developer, you understand that Coles County and the other road authorities the firm represents will be responsible for payment of our firm's fees and costs.

If the terms described above and in the enclosed Terms of Engagement are satisfactory, please sign and date this letter on the signature line and date line provided below, and return one copy of this letter to me by first class mail, as well as a copy to me by email.

If there are ever any questions or concerns, please feel free to contact me. As always, I remain

Sincerely yours,

KLEIN, THORPE AND JENKINS, LTD.

*Sheryl H. Churney*

Sheryl H. Churney

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**ACKNOWLEDGMENT**

On behalf of Coles County, I understand and agree to the foregoing and acknowledge that any question that I may have had has been answered to my satisfaction.

Coles County, Illinois

By: \_\_\_\_\_  
State's Attorney

Date: \_\_\_\_\_, 2023

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**KLEIN, THORPE AND JENKINS, LTD.**  
**TERMS OF ENGAGEMENT**

We appreciate your decision to retain Klein, Thorpe and Jenkins, Ltd. ("KTJ"). This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters contributes to a better relationship between us, and that, in turn, makes our efforts more productive.

Our engagement and the services we will provide are limited to the matter identified in the accompanying engagement letter. Any changes in the scope of our representation, as described in the letter, must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

**Confidentiality and Related Matters**

As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions stated herein. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and a lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation, government or other entity, our client relationship is with the entity, and not with its individual executives, shareholders, directors, members, managers, partners, elected or appointed officials, or persons in similar positions, or with its parent, subsidiaries or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, KTJ's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries, or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of KTJ are adverse to the parent, subsidiaries, or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, elected or appointed officials, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter.

KTJ attempts to achieve efficiencies and savings for its clients by managing the KTJ's administrative operations (such as file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require KTJ to allow access by third parties to your confidential information, and, in some cases, these third parties may be located outside of the United States. KTJ will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

**Fees**

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data, and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal services, other economic factors, and the augmentation of a particular lawyer's ability, experience and reputation. Any such changes in hourly rates are applied prospectively after written notice of such change in hourly rates. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter, unless you have requested a particular lawyer to perform the work or unless the primary-contact lawyer, in his/her discretion, assigns the work to a particular lawyer. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers at KTJ with special skills or experience may be sought when that will either: (a) reduce the legal expense to you; (b) provide a specialized legal skill needed; or (c) help move the matter forward more quickly.

The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, consultants, and others; conferences among our personnel; factual investigation; legal research; drafting of letters and other documents; travel time; waiting time in court or elsewhere; and time in meetings.

**Disbursements**

In addition to legal fees, our statements will include out-of-pocket expenses we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, and certification and registration fees charged by governmental bodies. Our out-of-pocket expenses typically include, but are not limited to, such items as overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client. Otherwise, KTJ requires that the client directly pay any invoice issued by a third party vendor or consultant that exceeds \$250.00.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations KTJ may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

equipment, space, facilities, or clerical help. For these administrative and coordination services, KTJ may charge an administrative fee, which will be separately disclosed to you.

#### **Billing**

We bill for our services and costs on a monthly basis. Our statements are due when rendered. If a retainer deposit is posted, the monthly statements will be mailed to the client showing a deduction of the fees and costs from the deposit and the new deposit balance. Alternate billing arrangements may be mutually agreed to by the parties, in writing. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and the corresponding fee(s) and costs that are charged. If a statement remains unpaid for more than sixty (60) calendar days, you will be contacted by a KTJ representative inquiring why it is unpaid. Additionally, if a statement has not been paid within sixty (60) calendar days from its date, KTJ may impose an interest charge consistent with the Local Government Prompt Payment Act, as amended, (if applicable), or one percent (1.0%) per month (a twelve percent (12%) annual percentage rate), whichever is less, from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is KTJ's policy that if an invoice remains unpaid for more than 120 calendar days, absent extraordinary circumstances and subject to legal ethics constraints, KTJ's representation will cease, and you will have authorized us to withdraw from all representation of you as a consequence of your failure to pay for services, fees, and costs rendered. Any unapplied deposits will be applied to outstanding balances. Generally, KTJ will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that KTJ determines, is paid to it.

In addition, if you do not pay KTJ's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment. If allowed by applicable law, KTJ is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, KTJ shall have all general, possessory or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingency fee.

#### **Questions about Our Bills**

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

#### **Relationships with Other Clients**

Because we are a full-service law firm, we may be (and at times are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by KTJ in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with KTJ, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other KTJ personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

**Knowledge Management Tool**

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search KTJ's institutional work product to determine whether there exists documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

**Termination**

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at-will by either of us. The termination of the representation will not terminate your obligation to pay fees and costs incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

**File Destruction**

Client files are typically destroyed ten years after a matter is closed, unless other arrangements are made with the client.

**Billing Rates**

Please be advised the billing rates for legal services that Klein, Thorpe and Jenkins, Ltd. provides to you for the vacation of the township road will be as follows:

Legal Services:

- \$300.00 (Partner)
- \$255.00 (Sr. Associate)
- \$245.00 (Associate)
- \$170.00 (Sr. Paralegal)
- \$160.00 (Paralegal)
- \$135.00 (Law Clerk)

Miscellaneous Expenses:

- Copying..... 20¢ per page
- Printing ..... actual cost
- Delivery ..... actual cost
- Filing fees ..... actual cost
- Mileage ..... IRS standard rate
- Computer research..... actual cost
- Secretarial ..... not charged
- Facsimile..... not charged

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.



## Sheryl H. Churney

### Partner

Streator

[shchurney@ktjlaw.com](mailto:shchurney@ktjlaw.com)

Phone: 815-672-3116

Fax: 815-672-0738

## Overview

Sheryl Churney represents numerous cities, villages, townships, township road districts, fire protection districts and other government bodies in LaSalle, Grundy, Bureau, Putnam and Marshall Counties. She also represents downstate counties and township road districts with respect to agreements protecting local road infrastructure.

Sheryl graduated from Northern Illinois University, magna cum laude, in 1987 and received her Juris Doctor Degree from the University of Wisconsin-Madison in 1990. While in law school, she was on the Moot Court National Team and received the Milwaukee Bar Moot Court award. Sheryl is admitted to practice in Illinois.

## Professional Affiliations

- Sheryl is a member of the Illinois State Bar Association, the LaSalle County Bar Association, the Illinois Township Attorneys Association and the Illinois Local Governmental Lawyers Association.
- Sheryl is a member of the Local Government Law Section Council of the Illinois State Bar Association and has served as the Council's Vice-Chair (2016—17) and Chair (2017—18).

## Community Involvement



- Sheryl was honored to be selected as a 2016 Woman of Distinction by Illinois Valley Living Magazine. Sheryl has also served on a variety of local boards and most recently served as a member of the Illinois Valley Community Hospital Foundation Board.

## Publications

- "Township Authority to Fix Problem Properties" - Local Government Law - ISBA Newsletter, 2007
- "A Step-by-Step Guide to Township Tax Levies" – Township Officials of Illinois Annual Education Conference, 2020

## Presentations

- "Preparing the Township Levy: Step by Step" – Township Officials of Illinois Webinar Series, 2020
- "Show Me the Money" – West Central Illinois Highway Commissioners Association Annual Educational Conference, 2019
- Seminar for Newly Elected Officials – North Central Illinois Council of Governments, 2019
- "Managing the Social Media Minefield" – East Central Illinois Highway Commissioners Association Annual Education Conference, 2019
- "Road Use Agreements" - East Central Illinois Highway Commissioners Association Annual Education Conference, 2019 and 2015
- "Staying on the Right Path: Ethics for Highway Commissioners" – Illinois Association of Township Highway Commissioners, 2013
- "Dealing with Developers" – Illinois Association of Township Highway Commissioners, 2012 and 2014
- "Dealing with Developers" – Association of Northwest Illinois Highway Commissioners, 2012
- "Drainage Law Basics" – Association of Bureau County Highway Commissioners, 2012
- "Staying on the Right Path: Ethics for County Engineers" – IDOT Bureau of Local Roads County Executive Leadership Program, 2013
- "The Open Meetings Act" - Illinois State Bar Association, 2009
- "How to Start a Business," Public Affairs Cable Television Program, panelist, 1996
- "Municipal Law," People's Law School, Illinois Valley Community College, 2007

## Related Practices

- Municipal Law



March 22, 2023

Mr. Rick Johnson  
County Engineer  
Coles County Highway Department  
651 Jackson  
Room 16  
Charleston, IL 61920

Re: CH 20 over Crabapple Creek, SN 015-0057  
Section Number: 23-00197-00-BR

Dear Mr. Johnson:

On behalf of ESI Consultants, LLC., we are pleased to submit this proposal for engineering services associated with the CH 20 over Crabapple Creek Repairs. If you find this proposal to be acceptable, the executed copies of this letter, together with the Standard Terms and Conditions attached hereto, which set forth the contractual elements of this agreement, will constitute an agreement between Coles County Highway Department (CLIENT) and ESI Consultants, Ltd. (ESI) (ENGINEER) for services on this project.

#### **Basic Scope of Services**

ENGINEER's services for Structure Number 015-0057 (CH 20 over Crabapple Creek Bridge) will be as follows:

1. Based on a preliminary site visit of the structure, it appears that pack rust under the north abutment bearings has raised the superstructure causing the bump between the approach slab and the bridge deck. The anticipated scope of work is:
  - a. Removal and replacement of the existing bearings at both abutments.
  - b. Replacement of the expansion bearing at the south abutment.
  - c. Some spalling and deterioration of the north abutment seat was observed that may require partial removal and repair.
2. During our site visit, it appeared that there may be some movement in the wingwalls.
  - a. We will conduct a site visit and further investigate any movement in the wingwalls.
  - b. Since it is not known what/if any repairs needed, preparation of plans for the wingwalls is not included in this scope. If repair is required, we can provide an estimate of cost to be added to our scope of work.
3. Prepare the detailed plans, details, special provisions and estimate of cost for the repairs listed in item (1) above.
4. Prepare one (1) revision based on comments received.

Deliverables will include an electronic version of construction plans and special provisions.

CLIENT will provide the following:

1. All existing as-built plans for Structure Number 015-0057.
2. All current available bridge inspection reports for the above structure.

**Schedule**

ESI will begin work within thirty (30) days upon receipt of the notice to proceed.

**Compensation**

CLIENT will pay ENGINEER on an Hourly Basis in accordance with the current Standard Billing Rates. Direct Costs associated with the project will be paid by the CLIENT to the ENGINEER at cost plus 10%. Total cost of work and expenses shall be cost plus not exceed \$14,000.00.

ENGINEER will bill CLIENT for all additional services not included in the scope of this agreement and for all revisions to the drawings and related documents at your direction per ENGINEER's most current Standard Billing Rates. All meetings with CLIENT or other consultants on the Project and public officials not specified under Basic Scope of Services will be billed as extra work on the basis of said hourly rates.

We will bill you monthly for the engineering services and reimbursable expenses. Payment is to be made within thirty (30) days of receipt of our invoice. If you object to any invoice submitted by us, you shall so advise us in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. These financial arrangements are based on the orderly and continuous progress of the project.

**Contents of Agreement**

This proposal and the Standard Terms and Conditions and Current Standard Billing Rates, attached hereto and incorporated therein, represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance for thirty (30) days from the date hereon unless changed by us in writing.

We appreciate the opportunity to present this proposal and look forward to working with you.

Very truly yours,  
ESI CONSULTANTS LTD.



David Clark, P.E.  
Vice President

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

COLES COUNTY HIGHWAY DEPARTMENT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTACHMENT A**  
**GENERAL TERMS AND CONDITIONS**

1. **Governing Law.** It is acknowledged that all Agreements are deemed to be entered into and executed at the ENGINEER's offices in Naperville IL and are governed by, and construed in accordance with, the laws of the State of Illinois.
2. **Rates.** All work performed by ENGINEER staff (inclusive of professional, support, and secretarial staff), unless specified elsewhere in the Agreement, shall be charged at ENGINEER's then applicable standard hourly rates for staff. A copy of current rates is attached to this Agreement.
3. **Terms of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the past amounts due ENGINEER will be increased at the rate of 1% per month retroactively from the date of the invoice. ENGINEER may after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. ENGINEER shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. **Client's Responsibilities.** CLIENT shall do the following in a timely manner so as not to delay the services of ENGINEER.
  - a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions; all of which ENGINEER may use and rely upon in performing services under this Agreement.
  - b. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
  - c. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
5. **Engineer's Responsibilities.** ENGINEER will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. ENGINEER makes no warranty, either expressed or implied, with respect to its services.
  - a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the ENGINEER shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the ENGINEER be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.
  - b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and ENGINEER and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes
6. **Right to Stop Services Due to Payment Delinquency.** ENGINEER reserves the right to stop work specified under the scope of services attached hereto if any progress invoice is more than 20 days outstanding. In such instance, the Client shall retain complete liability for payment of fees and expenses associated with work performed through the date work was stopped. Client holds Engineer harmless of any actions or conditions, or from any penalties or fees, which Client incurs from Engineer stopping work on a project for such non-payment.
7. **Expiration of Proposed Agreement.** Unless otherwise indicated in the Agreement, the proposed Agreement will become null and void at 5:00 p.m., Central Time, 30 calendar days following the date thereof, unless the executed Agreement is returned to ENGINEER prior to that time. However, ENGINEER retains the unilateral right to accept an executed Agreement subsequent to the scheduled expiration date. ENGINEER's acceptance of the Agreement after the expiration date will be signified by its commencement of work included in the scope of services. Should ENGINEER commence an engagement after its receipt of an executed Agreement, but subsequent to the expiration date of that Agreement, the Agreement shall be deemed a contract and shall be fully binding on the Client and on ENGINEER.
8. **Termination.** Subsequent to execution of the Agreement by the Client and its acceptance by ENGINEER, either party may terminate the Agreement without cause upon providing written notice to the other party. Should the Agreement be terminated, written notice must be conveyed via certified mail, and all costs associated with ENGINEER's work rendered to the date of receipt (or mailing, if initiated by

ENGINEER) of the termination notice must be paid in full by the Client, as well as any associated expenses and the expense processing fee plus costs of termination including salaries, overhead, expenses and fee incurred either before or after the date of termination.

9. **Confidentiality of Assignment.** ENGINEER will respect the confidential nature of the assignment and in so doing will use its discretion where specific identification of the project or the Client might be required in obtaining research data. In the course of performing services under this Agreement, Client may disclose to ENGINEER, or ENGINEER may otherwise acquire, confidential or proprietary business or technical information ("Information"). ENGINEER will receive and maintain in confidence all Information and will exercise all reasonable efforts to avoid the disclosure of Information to others. ENGINEER will not use Information for any purpose other than the performance of services for Client.
10. **Use of Reports by Clients/Copyright.** ENGINEER's interim drafts, memoranda, and final reports will not be presented to third parties by the Client except in the form delivered. In no event may any ENGINEER report be used in whole or in part in any public offering or security without the prior written consent of ENGINEER. No abridgment, abstracting, or excerpting of reports may be made for any purpose whatsoever without obtaining the permission of ENGINEER. ENGINEER does not authorize conveyance of, or reference to, all or any part of the contents of its reports to the public through advertising, public relations, news, sales, or other media without prior written consent. The copyright of all reports and documents are held by ENGINEER. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.
11. **Objectivity.** To protect Client, and to assure that ENGINEER's research results, observations and recommendations will continue to be accepted as objective and impartial, it is expressly understood and agreed that ENGINEER's fee for the undertaking of this engagement is in no way dependent upon the specific conclusions reached or the nature of the advice given in the draft and/or final reports.

ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such certification.

12. **Excusable Delays.** ENGINEER shall not be in default of its obligations under the Agreement if such failure arises out of causes beyond its control and without the fault or negligence of ENGINEER. Such causes may include, but are not restricted or limited to, acts of God, acts of any government, fires, floods electrical brownouts, strikes, or unusually severe weather. Other circumstances creating excusable delays include, but are not limited to, delivery of a corresponding retainer fee, delivery of an executed Agreement without corresponding delivery of data required for ENGINEER to perform its services (as specified in the Agreement or in attachments thereto), changes in the scope of services requested by the Client before or after execution of the Agreement and/or the commencement of work, Client initiation of changes in a development plan or project after work has commenced by ENGINEER, or any other delay prompted by an action on the part of the Client.

Any delays associated with delivery of the specified product due to a Client's tardiness in providing ENGINEER with data it needs to complete the engagement shall not be deemed a breach of the Agreement by ENGINEER. Should a Client change the scope of services, any deadline date or cost maximum specified in the Agreement will be changed accordingly. This may be done by ENGINEER verbally or in writing. Any excusable delay caused by a change in the scope of services or a change in the development plan or program will cause an increase in ENGINEER's fee. Any increase will be billed on an hourly plus expenses basis in addition to the fee cited in the Agreement

13. **Limitation of Liability** CLIENT and ENGINEER have discussed the risks, rewards, and benefits of the project and the ENGINEER's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the ENGINEER's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total base fees associated with this agreement or \$100,000, whichever is less. Such causes include but are not limited to the ENGINEER's negligence, errors, omissions, strict liability, or breach of contract. CLIENT agrees, as a part of its contract with its client to limit the liability of both CLIENT and ENGINEER in the same manner as above.
14. **Indemnification.**
  - a. ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by ENGINEER's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.
  - b. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

- c. Any claim pursuant to this Agreement must be in writing, must set forth the facts upon which is based, and must be received by ENGINEER within two (2) years of the completion of the Services provided under the applicable Task Order.
  - d. Notwithstanding to the contrary, ENGINEER shall not be liable for:
    - (i) damage or injury to any subterranean structures (including, but not limited to, pipes, tanks, and telephone cables) or any existing subterranean conditions, or the consequences of such damage or injury, if such structures or conditions were known or should have been known to Client and were not shown, or were incorrectly shown, on plans furnished by Client to Consultant in connection with the Services or otherwise disclosed to ENGINEER;
    - (ii) any of Client's business losses or consequential damages, except as covered by insurance policy in effect pursuant to this agreement hereto;
    - (iii) any claim or demand against Client by any third party except as covered by the applicable insurance policies in effect pursuant to this agreement hereof; or
    - (iv) damages resulting from cessation of services under this agreement
15. **Compliance with Law.** Sub-consultant shall review laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to the Subconsultant's services and shall exercise professional care and judgment to design in compliance with requirements imposed by governmental authorities having jurisdiction over the project.
16. **Subcontracts.** ENGINEER may not assign this agreement without written notification and approval from CLIENT, such approval not be unreasonably withheld. ENGINEER may, subcontract work to be performed hereunder, provided ENGINEER remains liable under this Agreement for all acts, errors, and omissions of such subcontractor, and agrees to indemnification for such acts, errors and omissions. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.
17. **Waiver.**
- a. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties.
  - b. A waiver of any breach of the terms, conditions and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.
18. **Severability.** If any provision, phrase or other portion of this Agreement should be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination should become final, such provision, phrase, or other portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions hereof enforceable; and, provided that the severing of any such provision will not materially change the substance of this Agreement. As so amended, this Agreement shall be enforced to the fullest extent possible to give effect to the intention of the parties expressed herein.
19. **Facsimile Transmissions.** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.
20. **Other Matters.** Should any requests or disputes arise that requires ENGINEER's services beyond the scope of services provided for in the Agreement and for which the Client gives prior approval to perform, the Client agrees to pay ENGINEER for staff time at ENGINEER's standard billing rates plus expenses, unless prior agreement has been reached between ENGINEER and the Client. Neither ENGINEER nor any employee shall be required to give testimony or attend meetings of any type (unless specified in the agreement) without prior arrangement as to fee, whether subpoenaed by the client or any other group.

**END**

## 2022 STANDARD BILLING RATES

### ESI CONSULTANTS, LTD. STAFF BILLING RATE SCHEDULE (Central Illinois)

(Rates effective January 1, 2022 through December 31, 2022)

Description	Hourly Rate
President / Principal	\$250.00
Vice President / Director	\$210.00
Senior Manager / Senior Consultant	\$190.00
Senior Structural Project Manager	\$210.00
Senior Project Manager	\$195.00
Structural Project Manager	\$185.00
Project Manager / Project Manager Consultant	\$170.00
Senior Resident Engineer	\$170.00
Senior Structural Project Engineer	\$165.00
Project Engineer 3 / Resident Engineer 3	\$152.00
Project Engineer 2 / Resident Engineer 2	\$148.00
Structural Project Engineer	\$145.00
Project Engineer 1 / Resident Engineer 1	\$142.00
Engineer 3	\$125.00
Engineer 2	\$115.00
Engineer 1	\$110.00
Senior Technician 2	\$135.00
Senior Technician 1	\$120.00
Resident Technician / Senior Technician	\$115.00
Technician 3	\$100.00
Technician 2	\$90.00
Technician 1 / Engineering Intern	\$70.00
Sr. Admin. Management Consultant	\$190.00
Administrative Associate 3	\$80.00
Administrative Associate 2	\$70.00
Administrative Associate 1	\$53.00
Administrative Clerk 1	\$40.00

**Note: - Time is charged portal to portal**

**All direct expenses are calculated using a factor of 1.10.**

**Travel expenses are based upon the current State Mileage Reimbursement Rates.**

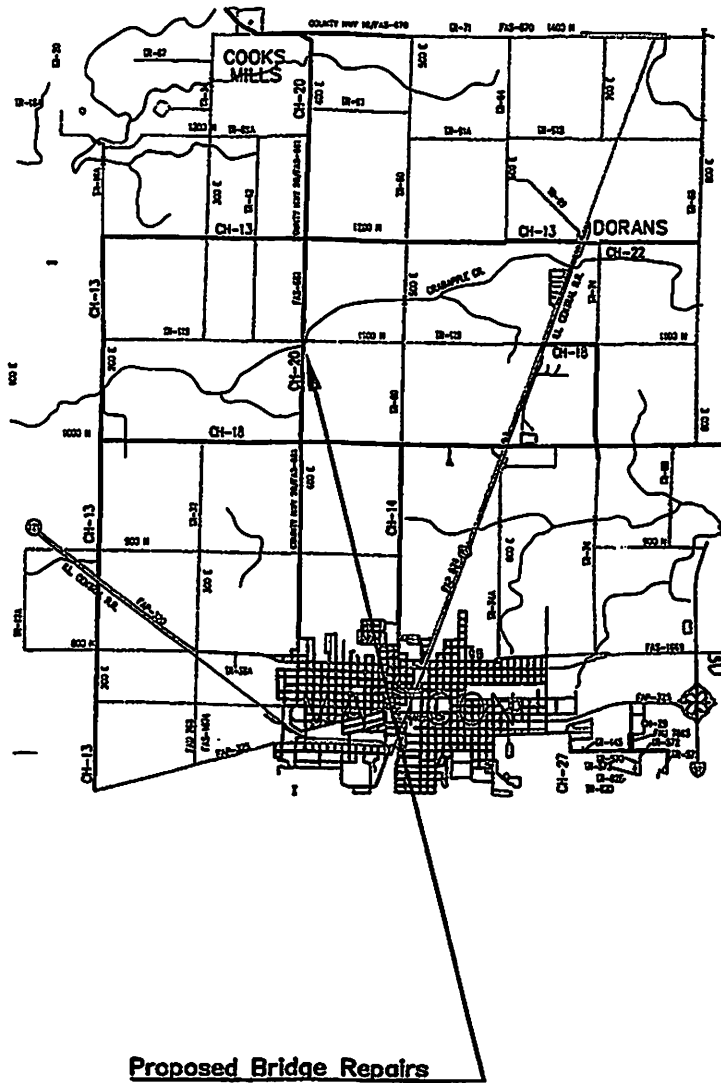
2022 Standard Billing Rates  
Charleston • Naperville • Chicago



ESI Consultants, Ltd.  
Excellence. Service. Integrity

# Location Map

Coles County  
County Highway 20  
Structure No. 015-0057





**COLES COUNTY HIGHWAY DEPARTMENT**

Richard A. Johnson, P.E – County Engineer

651 Jackson Street, Room 16  
Charleston, IL 61920  
Telephone 217-348-0527

**COUNTY BRIDGE FUND PETITION**

**COLES COUNTY BOARD**

Petition from: Morgan Road District For: Project No. 08-03.2023  
18302 E. Co. Rd. 1500 N.  
Charleston, IL 61920 Structure No. N/A

Location: TR-226A (CR 2000E), See Attached Map

Work to be performed: Remove existing culverts and replace it with single aluminized steel culvert 36", 44 feet long. Place riprap around inlet and outlet of new culvert and restore roadway.

Estimated Cost of Project: \$13,100.00

0.02% of Assessed Valuation of City or Township \$ 2,318.00

Whereas all requirements of Article 5-501, Chapter 121 of the Illinois Statutes have been satisfied concerning aid from the County Board, I hereby petition the Coles County Board to appropriate a sufficient sum to match a portion of the estimated cost of the proposed bridge/ drainage project.

Signed: \_\_\_\_\_  
Highway Commissioner

Approved by the Coles County Board

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Amount approved for appropriation  
from the County Bridge Fund:

\_\_\_\_\_  
Board Chair

\$ 6,550.00

Attest: \_\_\_\_\_  
County Clerk

Project Completed \_\_\_\_\_, 20\_\_\_\_

Actual Amount Used \_\_\_\_\_

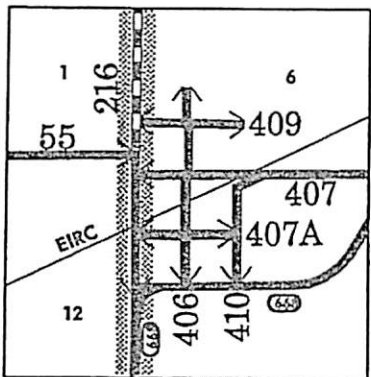
**Estimate of Costs**  
**Cost Share with Morgan Twp.**  
**TR-226A (CR 2000E)**

**Estimate of Costs:**

<b>Item</b>	<b>Quantity</b>	<b>Hrs./ Units</b>	<b>Rate</b>	<b>Total</b>
<b>36" Dia. Aluminized Culvert, 44' long</b>	<b>1</b>		<b>\$2,800.00</b>	<b>\$2,800.00</b>
<b>Track hoe w/Operator</b>	<b>1</b>	<b>24</b>	<b>\$200.00</b>	<b>\$4,800.00</b>
<b>Laborer</b>	<b>2</b>	<b>24</b>	<b>\$20.00</b>	<b>\$960.00</b>
<b>Low Strength Material (Flowable Fill)</b>	<b>24</b>	<b>cu. yds.</b>	<b>\$105.00</b>	<b>\$2,520.00</b>
<b>CA-6, Crushed Stone (delivered)</b>	<b>40</b>	<b>tons</b>	<b>\$21.00</b>	<b>\$840.00</b>
<b>Riprap (RR3 and RR4)</b>	<b>40</b>	<b>tons</b>	<b>\$28.00</b>	<b>\$1,120.00</b>
				<b>\$13,040.00</b>

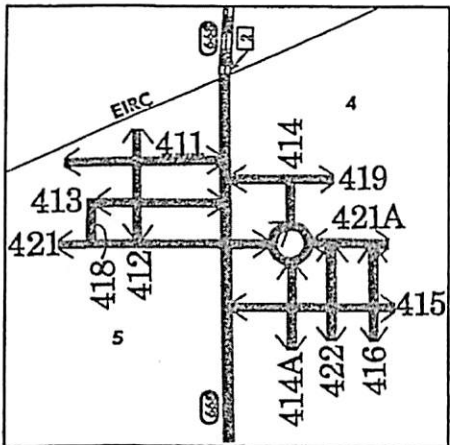
**Coles County Portion (1/2): \$6,520.00**

# MORGAN

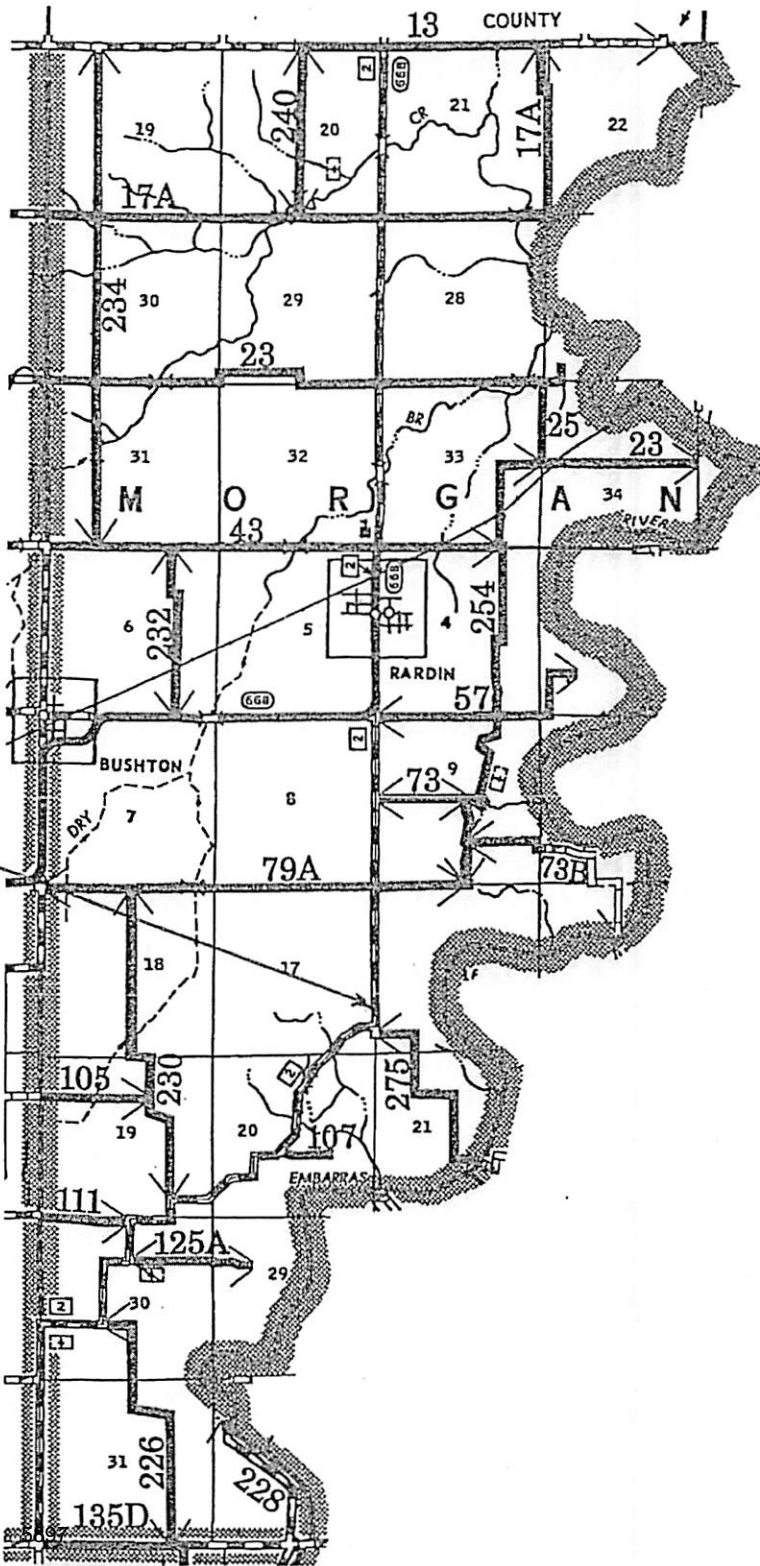


BUSHTON  
T 13 N R 9 & 10 E

Project Location



RARDIN  
T 13 N R 10 E



**An Intergovernmental Agreement for**

**Structure No.: 015-3252**

**Section 23-02138-00-BR**

**TR-164 (620 N, 1310 E) in Charleston Township**

**THIS AGREEMENT is entered into between the County of Coles, Illinois, and the Township of Charleston, in Coles County, Illinois on the 11<sup>th</sup> day of April 2023. The parties hereby state and agree as follows:**

**A. Purpose and Objectives:**

**Coles County and Charleston Township find it to be in the public's best interest to repair an existing structure on TR-164 (620 N, 1310 E) in Charleston Township.**

**B. Powers:**

- 1. The parties are empowered by the Highway Code to provide Construction and Maintenance for County and Township drainage structures, 605 ILCS 5/5-501.**
- 2. The parties are empowered by the Intergovernmental Agreement Act (5 ILCS 220/3), and the Illinois Constitution (Ill. Const. 1970, Art. VII, Sec. 10) to enter into this Agreement.**

**C. Rights and Responsibilities:**

- 1. The cost for the construction and other expenses of said project will be divided accordingly:
  - a. Charleston Township will contribute 100% of the preliminary engineering costs and 100% of the construction costs of the project from its local funds.**
  - b. Coles County will perform all construction engineering and administrative duties required for this project.****
- 2. The parties hereby agree to take any official action necessary to accomplish their respective obligations, as set forth in this Agreement.**
- 3. This writing constitutes the entire agreement of the parties and no other representations related to this Agreement, written or oral, prior to or concurrent with this writing, shall have any effect.**
- 4. This Agreement shall be effective as the first date written above.**
- 5. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assignees.**

**IN WITNESS WHEREOF, the parties given below have executed this Agreement.**

**Coles County, Illinois;**

**Charleston Township, Illinois;**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Engineer

By: \_\_\_\_\_  
Township Road Commissioner

Date: \_\_\_\_\_

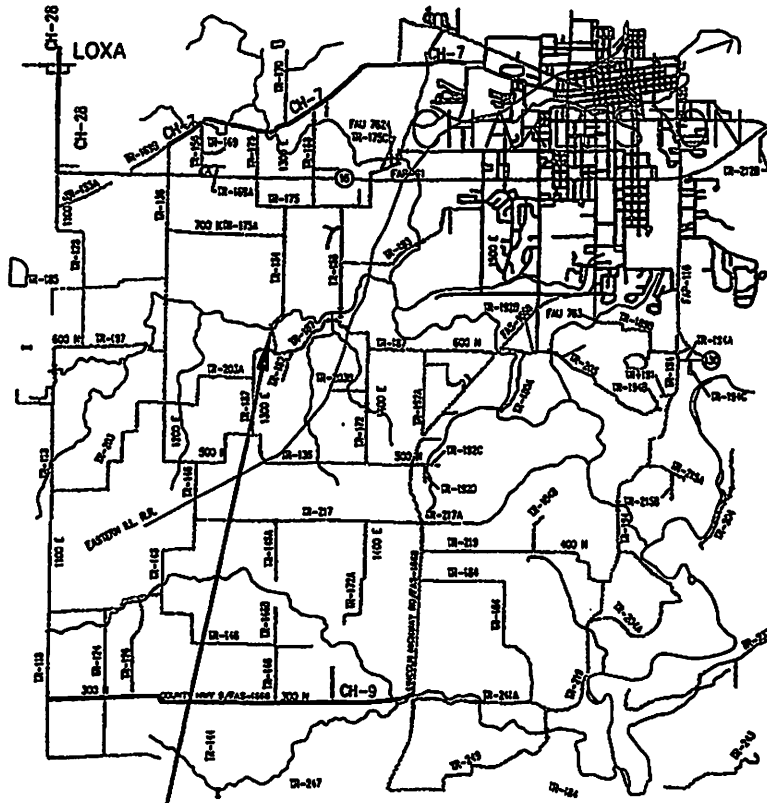
Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Board Chair

By: \_\_\_\_\_  
Township Supervisor

# Location Map

Coles County  
Charleston Twp.- TR-164  
Structure No. 015-3252



Proposed Bridge Repairs



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
Coles County	Coles	Various roads	23-0000-00-GM

Bond information to be returned to Local Public Agency at 917 N. 22nd Street, Mattoon, IL 61938  
Complete Address

We, Earl Walker Co., Inc. PO Box 77, Sullivan, Illinois 61951  
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and  
State

Cincinnati Insurance Company, PO Box 145496, Cincinnati, OH 45250-5496  
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of  
Two Hundred Sixty One Thousand Seven Hundred Fifteen dollars and 00/100

Dollars ( \$261,715.00 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,  
successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void; otherwise it shall 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 agents this 21st day of March 2023.  
Day Month and Year

PRINCIPAL

Company Name

Company Name

By  
 Signature & Title  Date

By  
 Signature & Title  Date

Attest  
 Signature & Title  Date

Attest  
 Signature & Title  Date

(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 IL  
COUNTY OF MOULTRIE

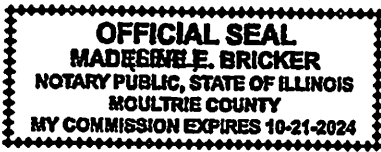
I, Madeline Bricker, a Notary Public in and for said county, do hereby certify that  
Notary Name

Bradford O. Wheeler

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of March 2023  
Day Month, Year



Notary Public Signature

Madeline E Bricker

Date commission expires 10/21/24

Name of Surety

Cincinnati Insurance Company

SURETY

Title

By: Agent



STATE OF IL  
COUNTY OF MOULTRIE

I, Madeline Bricker, a Notary Public in and for said county, do hereby certify that  
Notary Name

Gordon R. Wood, Jr.

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of March 2023  
Day Month, Year



Notary Public Signature

Madeline E Bricker

Date commission expires 10/21/24

Approved this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

[Signature Box] [Date Box]

[Signature Box] Clerk  
Local Public Agency Type

Awarding Authority

Cole County

Awarding Authority Signature

Date

[Signature Box] [Date Box]



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 ) ss:
COUNTY OF BUTLER

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly (Signature)

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 (Signature)

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



Beggy J. Schlemmer (Signature)

Secretary



**Illinois Department of Transportation**

**Contract Bond**

Bond Number 54-251566

Local Public Agency	County	Street Name/Road Name	Section Number
Coles County	Coles	Various County Highways	23-00000-00-GM

Bond information to be returned to Local Public Agency at 651 Jackson Street, Room 16-Courthouse Charleston, IL 61920.  
Complete Address

We, Ne-Co Asphalt Company, Inc. 812 Adkins Drive, P.O. Box 25 Charleston, Illinois 61920  
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and  
State

United Fire & Casualty Company P O Box 73909 West Bend, WI 53095  
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of One Hundred Thirty-Three Thousand and 00/100

Dollars ( \$133,000.00 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void; otherwise it shall 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 agents this 15th day of March 2023.  
Day Month and Year

**PRINCIPAL**

Company Name  
Ne-Co Asphalt Co Inc.

By  
Signature & Date  
 3/15/2023

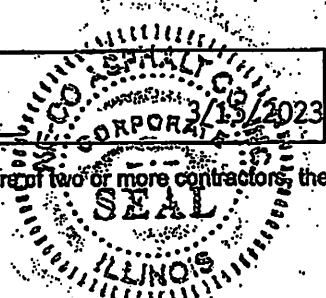
Attest  
Signature & Date  
 3/15/2023

Company Name

By  
Signature & Date

Attest  
Signature & Date

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



IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th day of March A.D. 2023

**PRINCIPAL**

Ne-Co Asphalt Co Inc.  
(Company Name)

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

By: [Signature] President  
(Signature & Title)

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

Attest: [Signature] Secretary  
(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 listed.)

STATE OF ILLINOIS  
COUNTY OF Champaign

I, Kurt Djordjevic, a Notary Public in and for said county, do hereby certify that

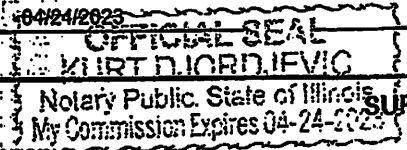
John Robinson and Brent Cole

(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 15th day of March A.D. 2023

My commission expires 04/24/2023  
[Signature] Notary Public (SEAL)



United Fire & Casualty Company  
(Name of Surety)

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

STATE OF ILLINOIS  
COUNTY OF Champaign

I, Kurt Djordjevic, a Notary Public in and for said county, do hereby certify that

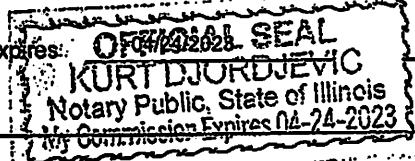
Ashlyn B Tucker

(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 15th day of March A.D. 2023

My commission expires 04/24/2023  
[Signature] Notary Public (SEAL)



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, LOS ANGELES, 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, MICHAEL K. BREHENY, TIM R. PATTON, JAMES D. MORGASON, DANIEL A. MARTINI, ASHLYN B. TUCKER, MATTHEW D. BENNETT, 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 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 of 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 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

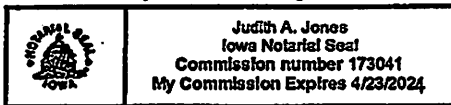


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

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.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

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 15th day of March, 2023



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



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
Coles County	Coles	Various Townships	23-XX000-00-GM

Bond information to be returned to Local Public Agency at 917 N. 22nd Street, Mattoon, Il 61938  
Complete Address

We, Earl Walker Co., Inc. PO Box 77, Sullivan, Illinois 61951  
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and  
State

Cincinnati Insurance Company, PO Box 145496, Cincinnati, OH 45250-5496  
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of  
Two Million Two Hundred Eight One Thousand Five Hundred Eighty Four and 00/100

Dollars ( \$2,281,584.00 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,  
successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void; otherwise it shall 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 agents this 21st day of March 2023  
Day Month and Year

PRINCIPAL

Company Name

Company Name

By  
 Signature & Title  Date

By  
 Signature & Title  Date

Attest  
 Signature & Title  Date

Attest  
 Signature & Title  Date

(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 IL  
COUNTY OF MOULTRIE

I, Madeline Bricker, a Notary Public in and for said county, do hereby certify that  
Notary Name

Bradford O. Wheeler  
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of March 2023  
Day Month, Year



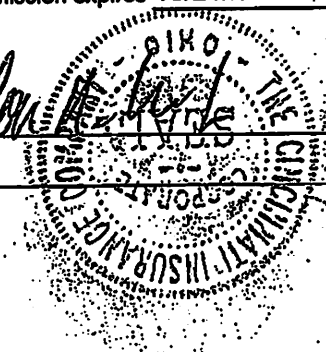
Notary Public Signature  
Madeline E Bricker

Date commission expires 10/21/24

Name of Surety  
Cincinnati Insurance Company

SURETY

Title  
Agent  
By: Gordon R. Wood, Jr.



STATE OF IL  
COUNTY OF MOULTRIE

I, Madeline Bricker, a Notary Public in and for said county, do hereby certify that  
Notary Name

Gordon R. Wood, Jr.  
Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of March 2023  
Day Month, Year



Notary Public Signature  
Madeline E Bricker

Date commission expires 10/21/24

Approved this \_\_\_\_\_ day of \_\_\_\_\_ Month, Year

Attest:

Local Public Agency Clerk Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Clerk  
Local Public Agency Type \_\_\_\_\_

Awarding Authority  
COLES COUNTY

Awarding Authority Signature \_\_\_\_\_ Date \_\_\_\_\_

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 54-248904

Local Public Agency	County	Street Name/Road Name	Section Number
Coles County	Coles	Various Township Roads	23-XX000-00-GM

Bond information to be returned to Local Public Agency at 651 Jackson Street, Room 16-Courthouse Charleston, IL 61920.  
Complete Address

We, Ne-Co Asphalt Company, Inc. 812 Adkins Drive, P.O. Box 25 Charleston, Illinois 61920  
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and  
State

United Fire & Casualty Company P O Box 73909 Cedar Rapids, IA 52407  
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of  
Three Hundred Two Thousand Four Hundred Fifty and 00/100

Dollars ( \$302,450.00 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,  
successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void; otherwise it shall 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 agents this 15th day of March 2023.  
Day Month and Year


PRINCIPAL

Company Name  
Ne-Co Asphalt Co Inc.

Company Name  
[Empty]

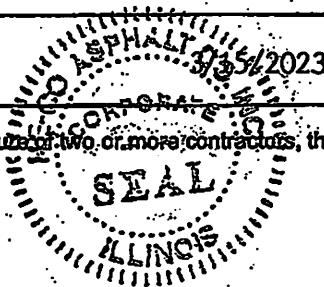
By  
Signature & Date  
 3/15/2023

By  
Signature & Date  
[Empty]

Attest  
Signature & Date  
 3/15/2023

Attest  
Signature & Date  
[Empty]

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





IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th day of March A.D. 2023

**PRINCIPAL**

Ne-Co Asphalt Co Inc.

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

By: [Signature] President

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

Attest: [Signature] Secretary

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 attached)

STATE OF ILLINOIS  
COUNTY OF Champaign  
Kurt Djordjevic

\_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

John Robinson and Brent Cole

(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 15th day of March A.D. 2023

My commission expires 04/24/2023 \_\_\_\_\_ Notary Public (SEAL)

**SURETY**

United Fire & Casualty Company

By: [Signature]

OFFICIAL SEAL  
KURT DJORDJEVIC  
NOTARY PUBLIC  
STATE OF ILLINOIS

(Signature of Attorney-in-Fact)  
OFFICIAL SEAL  
UNITED FIRE & CASUALTY COMPANY  
STATE OF ILLINOIS

STATE OF ILLINOIS  
COUNTY OF Champaign

I, Kurt Djordjevic, a Notary Public in and for said county, do hereby certify that

Ashlyn B Tucker

(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 15th day of March A.D. 2023

My commission expires 04/24/2023 \_\_\_\_\_ Notary Public (SEAL)

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, LOS ANGELES, 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, MICHAEL K. BREHENY, TIM R. PATTON, JAMES D. MORGASON, DANIEL A. MARTINI, ASHLYN B. TUCKER, MATTHEW D. BENNETT, 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 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 of 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 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.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

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 15th day of March, 2023.



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



RESOLUTION #23-0328C

A RESOLUTION AUTHORIZING A POLICE SERVICES CONTRACT AGREEMENT BETWEEN COLES COUNTY BOARD AND THE VILLAGE OF ASHMORE, ILLINOIS

WHEREAS, the Village of Ashmore, Coles County, Illinois ("Village") has an ongoing responsibility to maximize public safety and general security to Ashmore residents and businesses; and

WHEREAS, the Village falls within the law enforcement jurisdiction of Coles County Sheriff's Office ("CCSO"), which falls under the governance of the Coles County Board ("County"); and

WHEREAS, the Village occasionally requires assistance with ordinance enforcement and occasionally desires additional presence of law enforcement; and

WHEREAS, the Village has previously entered into a police service agreement with the County, and the most recent agreement will expire April 30, 2023;

NOW THEREFORE, be it resolved by the corporate authorities of the Village of Ashmore that the Village should enter into a new service agreement with the County AND that the Village authorizes and directs the Village President or Village Clerk to negotiate and enter into said agreement on behalf of the Village.

PASSED THIS 28nd DAY OF March, 2023.

	AYE	NAY	ABSTAIN	ABSENT
Morgan Biggs	✓	_____	_____	_____
Bill Edwards	✓	_____	_____	_____
Dane Perdieu	✓	_____	_____	_____
Terry Price	✓	_____	_____	_____
Bryan Watson	✓	_____	_____	_____
Cathy Welborn	✓	_____	_____	_____

APPROVED:

Kurt Crail  
Kurt Crail, Mayor

ATTEST:

Kelsey Willison  
Kelsey Willison, Clerk

**CONTRACT TO PROVIDE SPECIAL POLICE SERVICES**  
**Between the Village of Ashmore and Coles County, Illinois**

This contract is made this      day of April, 2023, by and between the Village of Ashmore, Illinois, (hereinafter referred to as the Village) and the County of Coles, (hereinafter referred to as the County).

WHEREAS, the Village of Ashmore is within the boundaries of the County of Coles, and desires to contract with the County to provide additional police services to be assigned to the Village;

WHEREAS, agreements for intergovernmental cooperation in providing law enforcement protection to the citizens of Illinois are encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act of Illinois, Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq. and;

WHEREAS, the Sheriff's Department shall continue to serve as the Village of Ashmore's law enforcement authority;

WHEREAS, the Village desires to pay the County an hourly rate to provide additional services to the Village of Ashmore not currently being provided by the Sheriff;

NOW THEREFORE THE COUNTY AND VILLAGE AGREE AS FOLLOWS:

1. The Village will pay to the County, seventy-five (\$75.00) per hour for the services listed below as needed by the Village of Ashmore up to ten (10) hours per month; under the direction of the Mayor, the Police Committee Chairperson, or the Village Clerk as authorized by either the Mayor or the Police Committee Chairperson. Additional hours beyond ten (10) hours must be authorized by the Village Board of Trustees, and will be paid to the County at a rate of one-hundred fifty (\$150.00) per hour.
  - (a) Ordinance Enforcement
  - (b) Special Patrols as requested
  - (c) Liquor Code Enforcement
2. The Contract shall be effective this 1<sup>st</sup> day of May, 2023, and will remain in effect through the 30<sup>th</sup> day of April, 2024. The contract is renewable if agreed upon by both parties.
3. Either party may terminate this agreement by providing thirty (30) days written notice.
4. Time billable to the Village will begin when the deputy enters the Village limits, and will end when the deputy exits the Village limits.
5. Any Ordinance enforcement that is a result of Village requested services under this contract, and requires court appearances by officers of the Sheriff's Department is covered under this agreement and may be billed to the Village of Ashmore.

**CONTRACT TO PROVIDE SPECIAL POLICE SERVICES**  
**Between the Village of Ashmore and Coles County, Illinois**

6. The Sheriff's Department will continue to respond to calls for police services and engage in periodic random police patrol as it currently does for the Village of Ashmore and other incorporated areas of the County, without additional cost to the Village of Ashmore.
7. If the Sheriff's Department shall issue any citation or make any arrest in the Village for a violation of a Village Ordinance, the Village shall be responsible to prosecute the same through its own Village attorneys.
8. The Village understands that emergency situations and calls will take precedence over contracted police services requested by the Village of Ashmore.
9. The County will provide proof of liability insurance in the amount of not less than \$1,000,000 per occurrence, naming the Village of Ashmore as an additional insured.
10. The County will provide proof of Worker's Compensation coverage.
11. The County will bill the Village for services rendered according to this contract by the 3<sup>rd</sup> Friday of each month, and the Village will pay the department on the 4<sup>th</sup> Tuesday of each month.
12. This agreement shall not be effective unless and until both parties (Village and County) shall approve the agreement and authorize its representative to execute the contract.

IN WITNESS WHEREOF, the authorized officers of the respective parties have hereinto set their hands and seals on the day first above written.

**Chair, Coles County Board**  
**Coles County, Illinois**

\_\_\_\_\_  
County Board Chairperson

\_\_\_\_\_  
Date

ATTEST:  
\_\_\_\_\_

**Village of Ashmore**  
**Coles County, Illinois**

*Kurt Crail*

\_\_\_\_\_  
Kurt Crail

*3-28-23*

\_\_\_\_\_  
Date

ATTEST:

*Kelsey Willison*  
\_\_\_\_\_  
Kelsey Willison, Clerk