

**COLES COUNTY BOARD**

**Regular Meeting**

**June 13, 2023**

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present, Bob Bennett, Mike Clayton, Denise Corray, John Doty, Tad Freezeland, Gail Mason, Nancy Purdy, Rick Shook, and Michael Watts, with Chairman Darrell Cox Presiding. Absent was member Jeremy Doughty.

Invocation was given by Darrell Cox

Moment of Silent Reflection

Pledge to the Flag

Presentation from the Farm Bureau to the County Board.

**PUBLIC COMMENTS**

James Dinaso      Charles Stodden      Robb Perry      John Kraft

Rex Dukeman      Les Combs      Nicholas Dale      Kirk Allen

Cox asked the County Board to vote on allowing James Dinaso to be allowed to speak for a extended time limit.

AYES: Clayton, Corray, Doty, Watts (4)

NAYS: Bennett, Cox, Freezeland, Mason, Purdy, Shook (6)

ABSENT: Doughty (1)

**APPROVAL OF MINUTES - May 9, 2023**

Motion by Freezeland, seconded by Clayton

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

NAYS: None (0)

ABSENT: Doughty (1)

**APPOINTMENT TO THE LINCOLN FIRE DISTRICT - RYAN BERKHEIMER**

Motion by Cox to appoint Ryan Berkheimer to serve on the Lincoln Fire District until 2026 with the consent of the County Board

AYES: Bennett, Clayton, Corray, Cox, Freezeland, Mason, Purdy, Shook, Watts (9)

NAYS: Doty (1)

ABSENT: Doughty (1)

**APPOINTMENT TO THE DRAINAGE DISTRICT #12 OF HUMBOLDT  
FLOYD MILLER**

Motion by Cox to appoint Floyd Miller to serve on the Drainage District #12 of Humboldt until September, 2025 with the consent of the County Board

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland, Mason, Purdy, Shook, Watts (10)  
NAYS: None (0)  
ABSENT: Doughty (1)

**RESOLUTION: PREVAILING WAGE**

For a copy of the resolution see page: 5965

Motion by Mason, seconded by Purdy

AYES: Bennett, Clayton, Corray, Freezeland,  
Mason, Purdy, Shook, Watts (8)  
NAYS: Cox, Doty (2)  
ABSENT: Doughty (1)

**RESOLUTION: TAX SALE  
11-0-02386-000  
11-C-0000-11018**

For a copy of the resolution see page: 5966-5967

Motion by Purdy, seconded by Doty

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Shook, Watts (10)  
NAYS: None (0)  
ABSENT: Doughty (1)

**RESOLUTION: RETURN ARPA FUNDS  
\$181,856.00 - HEALTH DEPT**

For a copy of the resolution see page: 5968

Motion by Clayton, seconded by Watts

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Shook, Watts (10)  
NAYS: None (0)  
ABSENT: Doughty (1)

**RESOLUTION: RETURN ARPA FUNDS  
\$9,456.00 - SEPTIC - HABITAT FUND**

For a copy of the resolution see page: 5969

Motion by Bennett, seconded by Corray

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Shook, Watts (10)  
NAYS: None (0)  
ABSENT: Doughty (1)

**RESOLUTION: ARPA FUNDS TO USE  
\$121,420.00 - MORGAN TOWNSHIP/BUILDING ADDITION**

For a copy of the resolution see page: 5970

Motion by Doty, seconded by Freezeland

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

**RESOLUTION: ARPA FUNDS  
LINCOLN LOG CABIN FOUNDATION  
\$150,000.00**

For a copy of the resolution see page: 5971

Motion by Purdy, seconded by Mason

AYES: Bennett, Clayton, Corray, Doty, Freezeland,  
Mason, Purdy, Watts (8)  
NAYS: Cox, Shook (2)  
ABSENT: Doughty (1)

**RESOLUTION: ARPA FUNDS TO USE  
\$79,100.00 SACIS**

For a copy of the resolution see page: 5972

Motion by Watts, seconded by Mason

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Watts (9)

NAYS: Shook (1)

ABSENT: Doughty (1)

**RESOLUTION: ARPA FUNDS TO USE  
\$250,000.00 COLES TOGETHER**

For a copy of the resolution see page: 5973

Motion by Bennett, seconded by Clayton

AYES: Bennett, Clayton, Corray, Doty, Freezeland,  
Mason, Purdy, Watts (8)

NAYS: Shook, Cox (2)

ABSENT: Doughty (1)

**RESOLUTION: ARPA FUNDS TO USE  
\$350,000.00 NORTH OKAW TOWNSHIP BUILDING**

For a copy of the resolution see page: 5974

Motion by Doty, seconded by Mason

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Watts (9)

NAYS: Shook (1)

ABSENT: Doughty (1)

**RESOLUTION: ARPA FUNDS TO USE  
\$2,200.00 EMA ENCODER**

For a copy of the resolution see page: 5975

Motion by Purdy, seconded by Watts

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Watts (9)

NAYS: Shook (1)

ABSENT: Doughty (1)

**RESOLUTION: ARPA FUNDS TO USE  
\$89,750.00 PUBLIC DEFENDER'S OFFICE NEW BUILDING**

For a copy of the resolution see page: 5976

Motion by Watts, seconded by Bennett

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

**RESOLUTION: ARPA FUNDS TO USE  
\$30,000.00 COLES COUNTY COUNCIL ON AGING  
TRANSIT VAN**

For a copy of the resolution see page: 5977

Motion by Bennett, seconded by Purdy

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

**RESOLUTION: ARPA FUNDS TO USE  
\$24,989.00 EAST OAKLAND TOWNSHIP PARK  
PICKLE BALL COURT**

For a copy of the resolution see page: 5978

Motion by Freezeland, seconded by Doty

AYES: Bennett, Clayton, Doty, Freezeland,  
Mason, Purdy, Watts (7)  
NAYS: Corray, Cox, Shook (3)  
ABSENT: Doughty (1)

**RESOLUTION: ARPA FUNDS TO USE  
\$51,841.00 OAKLAND LANDMARKS**

For a copy of the resolution see page: 5979

Motion by Purdy, seconded by Watts

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

**RESOLUTION: TRANSFER OF PROPERTY  
WITHIN COLES BUSINESS PARK - LOT 14E**

For a copy of the resolution see page: 5980

Motion by Watts, seconded by Clayton

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

**SERVICE AGREEMENT WITH CCAR INDUSTRIES  
AND COLES COUNTY - CARDBOARD RECYCLING**

For a copy of the agreement see page: 5981

Motion by Bennett, seconded by Purdy

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Shook, Watts (10)  
NAYS: None (0)  
ABSENT: Doughty (1)

**RESOLUTION: TO AWARD SEC 21-00189-00-BR  
KASKASKIA RIVER  
HWY 20 - HOWELL PAVING**

For a copy of the resolution see page: 5982

Motion by Doty, seconded by Bennett

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Shook, Watts (10)  
NAYS: None (0)  
ABSENT: Doughty (1)

**RESOLUTION: TO AWARD  
SEC 23-00196-00-FP  
COUNTY HIGHWAY 17  
SOIL MODIFICATION**

For a copy of the resolution see page: 5983

Motion by Doty, seconded by Freezeland

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Shook, Watts (10)  
NAYS: None (0)  
ABSENT: Doughty (1)

**RESOLUTION: IMPROVEMENTS UNDER THE ILLINOIS  
HIGHWAY CODE SECTION 23-00196-00-FP  
MOTOR FUEL TAX**

For a copy of the resolution see page: 5984

Motion by Doty, seconded by Bennett

AYES: Bennett, Clayton, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Shook, Watts (10)  
NAYS: None (0)  
ABSENT: Doughty (1)

**AGREEMENT CONCERNING REIMBURSEMENT  
AND SHARING OF CERTAIN COST RELATED TO THE  
COLES WIND PROJECT  
APEX ENERGY**

For a copy of the agreement see page: 5985-5988

Motion by Doty, seconded by Watts

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

NAYS: None (0)

ABSENT: Doughty (1)

**AGREEMENT WITH ESI CONSULTANTS  
PRELIMINARY SERVICES FOR THE PROPOSED  
ROAD USE AGREEMENT**

For a copy of the agreement see page: 5989-5997

Motion by Doty, seconded by Bennett

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

NAYS: Corray (1)

ABSENT: Doughty (1)

**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, Corray, Cox, Doty, Freezeland,  
Mason, Purdy, Shook, Watts (10)

NAYS: None (0)

ABSENT: Doughty (1)

**ANNOUNCEMENT OF APPOINTMENTS**

1. Two appointments to the Mental Health Board (708)
2. One appointment to the Public Health Board



**ADJOURNED**

Upon motion by Doty, seconded by Corray, the Coles County Board was adjourned at 8:25 p.m. with the consent of the County Board.

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

NAYS: None (0)

ABSENT: Doughty (1)

ATTEST:

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

State of Illinois )  
                          )ss.  
County of Coles )

ORDINANCE RE: PREVAILING RATE OF WAGES

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq., and

WHEREAS, the aforesaid Act requires that the County Board of the County of Coles investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of the County employed in performing construction of public works, for said County Board.

NOW, THEREFORE BE IT ORDAINED by the County Board of Coles County, Illinois:

SECTION 1. To the extend and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the County Board is hereby ascertained to be the same as prevailing rate of wages for construction work in Coles County area as determined by the Department of Labor of the State of Illinois as of June of 2022, a copy of the determination being attached hereto and incorporated herein by reference. As required by said Act, and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department’s June determination and apply to any and all public works construction undertaken by the County. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the County Board to the extent required by the aforesaid Act.

SECTION 3. The County Board shall publicly post or keep available for inspection by any interested party in the main office of the County Board this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4. The County Board shall mail a copy of this determination to any employer, and to any association of employers who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5. The County Board shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6. The County Board shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

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

\_\_\_\_\_  
Chair, Coles County Board

ATTEST:

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

**RESOLUTION**



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

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

JOHN FURRYS 2ND ADD TO JANESVILLEBLK 3 LOT 5SEC 19 T11N R09E

PERMANENT PARCEL NUMBER: 11-0-02386-000 sold on October 24, 2019

Commonly known as: 105 W. ADAMS ST.

and it appearing to the Finance Committee that the redemption/reconveyance party, Bradley G White, has defaulted a time payment contract.

Of the total amount due of \$2,123.50, the redemption/reconveyance party has only paid \$350.00. After several attempts to collect the balance, the Finance Committee feels that the above mentioned party has defaulted on the contract and the funds collected should be disbursed.

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

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the sum paid under this defaulted contract for redemption/reconveyance be disbursed as follows:

\$78.40 to be paid to the Tax Revolving Account Fund to reimburse the revolving account for the charges advanced from this account, \$178.72 is to be paid to the Agent for his services under his contract and the balance, \$92.88, shall be paid to the Treasurer of Coles County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent mobile home taxes;

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

VIN: 7252  
1970 REGENT 684 SqFt  
MH PARK: UNKNOWN

PERMANENT PARCEL NUMBER: 11-C-0000-11018 sold on October 24, 2019

Commonly known as: 513 COTTAGE ST  
and it appearing to the Finance Committee that the redemption/reconveyance party, Brad White, has defaulted a time payment contract.

Of the total amount due of \$1,236.84, the redemption/reconveyance party has only paid \$350.00. After several attempts to collect the balance, the Finance Committee feels that the above mentioned party has defaulted on the contract and the funds collected should be disbursed.

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

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the sum paid under this defaulted contract for redemption/reconveyance be disbursed as follows:

\$102.95 to be paid to the Tax Revolving Account Fund to reimburse the revolving account for the charges advanced from this account, \$210.89 is to be paid to the Agent for his services under his contract and the balance, \$36.16, shall be paid to the Treasurer of Coles County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

State Of Illinois        )  
                                  )SS  
County Of Coles         )

**Resolution to return 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.

**WHEREAS**, an amount of \$181,856.00 was awarded to the Health Department for the purchase of a medical mobile unit on November 9, 2022. At this time the Health Department would like to return all of the funds.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of Coles County, Illinois shall return unused funds to the American Rescue Plan Act, State and Local Fiscal Recovery fund and shall authorize the Coles County Treasurer to properly record such return.

The amount of \$181,856.00 shall be returned to the ARPA fund from the Health Department medical mobile unit fund.

DATED THIS 13thth day of June, 2023

ATTEST:

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

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

State Of Illinois            )  
  )SS  
County Of Coles            )

**Resolution to return 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.

**WHEREAS**, an amount of \$18,356.00 was awarded to Habitat for Humanity for the purchase of a new septic system on November 9, 2022. At the completion of this project, \$ 8,900.00 was expended.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of Coles County, Illinois shall return unused funds to the American Rescue Plan Act, State and Local Fiscal Recovery fund and shall authorize the Coles County Treasurer to properly record such return.

The amount of \$9,456.00 shall be returned to the ARPA fund from the septic system-habitat fund.

DATED THIS 13thth day of June, 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

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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 \$121,420.00 shall be made available to Morgan Township for a building addition from the Coles County Finance Committee.

DATED THIS 13th day of June, 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 \$150,000.00 shall be made available to Lincoln Log Cabin foundation for a natural play scape from the Coles County Finance Committee.

DATED THIS 13th day of June, 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 \$79,100.00 shall be made available to SACIS for revenue loss from the Coles County Finance Committee.

DATED THIS 13th day of June, 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**, 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 \$250,000.00 shall be made available to Coles Together for a pandemic relief program from the Coles County Finance Committee.

DATED THIS 13th day of June, 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 \$350,000.00 shall be made available to North Okaw Township for a maintenance building from the Coles County Finance Committee.

DATED THIS 13th day of June, 2023

ATTEST:

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

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

State Of Illinois        )  
                                  )SS  
County Of Coles         )

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**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 \$2,200.00 shall be made available to EMA for the purchase of an encoder from the Coles County Finance Committee.

DATED THIS 13th day of June, 2023

ATTEST:

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

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

State Of Illinois        )  
                                  )SS  
County Of Coles        )

**Resolution to use ARPA Funds**

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**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 \$89,750.00 shall be made available to the Public Defender’s office for the purchase of a new building from the Coles County Finance Committee.

DATED THIS 13th day of June, 2023

ATTEST:

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

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

State Of Illinois        )  
                                  )SS  
County Of Coles        )

**Resolution to use ARPA Funds**

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**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 \$30,000.00 shall be made available to Coles County Council on Aging for the purchase of a transit van from the Coles County Finance Committee.

DATED THIS 13th day of June, 2023

ATTEST:

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

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

State Of Illinois        )  
                                  )SS  
County Of Coles        )

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**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 \$24,989.00 shall be made available to East Oakland Township Park District for a pickle ball court from the Coles County Finance Committee.

DATED THIS 13th day of June, 2023

ATTEST:

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

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

State Of Illinois )  
 )SS  
County Of Coles )

**Resolution to use ARPA Funds**

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**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 \$51,841.00 shall be made available to Oakland Landmarks for community development from the Coles County Finance Committee.

DATED THIS 13th day of June, 2023

ATTEST:

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

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



State of Illinois )  
 )  
County of Coles )

RESOLUTION RE: TRANSFER OF PROPERTY  
WITHIN COLES BUSINESS PARK  
(Lot 14E)

WHEREAS, on May 10, 1994, the County Board of Coles County, Illinois entered into an Option Agreement which allows

“Coles Together may exercise its right to purchase one or more tracts of land by filing with the County Clerk and the Chairman of the County Board a notice that will include a description of the property to be acquired as evidenced by a survey to be prepared by an Illinois Registered Land Surveyor, or the lot number of the premises or a portion thereof if the premises has been subdivided, and the number of acres to be conveyed by Coles County to Coles Together upon payment by Coles Together of an amount equal to the per acre purchase price of \$3,850.00 times the number of acres included in the tract described in said notice.”

and

WHEREAS, to receive a clear title for said property, the title company will require a resolution be adopted by the County Board of Coles County, Illinois authorizing the appropriate officers of the County Board to execute deeds of conveyance and such other documents as may be required to transfer title to Coles Together.

WHEREAS, Coles Together is requesting its right to purchase Lot 14E pursuant to the Option Agreement as stated above; and

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois, authorizes the Chairman to execute the transfer of property within the Coles Business Park as stated in the Option Agreement adopted May 10, 1994 by the Coles County Board.

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

ATTEST:

\_\_\_\_\_ Clerk

**Service Agreement with  
CCAR Industries and Coles County**

This Service Agreement is made and executed on \_\_\_\_\_, 2023 by and between CCAR Industries and Coles County.

**RECITALS**

- A. CCAR Industries has contracted with Coles County to provide weekly Cardboard Recycling services to Coles County.
- B. Coles County desires to contract with CCAR Industries for the provision of Cardboard Recycling.
- C. CCAR Industries desires to provide Cardboard Recycling services to Coles County.

Therefore, in consideration of the mutual covenants contained herein, and in reliance upon the recitals set forth above and incorporated by reference herein, the parties hereto agree as follows:

- 1. This agreement shall become effective \_\_\_\_\_ and ends on December 31, 2023.
- 2. CCAR Industries will be open Monday thru Friday, 9am to 2pm, except designated holidays as listed in addendum A to accept cardboard from Coles County.
- 3. Coles County agrees to deliver a pick-up truckload of cardboard for recycling on a weekly basis.
- 4. Coles County agrees to compensate CCAR Industries prior to delivery of cardboard at a cost of \$35 per week. Payment may be made weekly, monthly or for the entire term of the agreement. Payment should be directed to CCAR Industries, 1530 Lincoln Avenue, Charleston, IL 61920-3057. CCAR Industries agrees to provide an invoice for payment if requested or required.
- 5. Either party upon 30 days written notice may terminate this agreement. Any excess funds paid in advance will be returned to Coles County upon termination of the agreement.

The undersigned, as representatives of CCAR Industries and Coles County hereby agree to terms outlined above:

\_\_\_\_\_  
Coles County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
CCAR Industries

\_\_\_\_\_  
Date

**RESOLUTION TO AWARD**

Section 21-00189-00-BR

WHEREAS, a letting was held at the Coles County Courthouse on May 15, 2022, at the hour of 10:00 A.M. for the bridge rehabilitation project on County Highway 20 over the Kaskaskia River, Structure Number 015-0056, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on April 28, 2023, and May 5, 2023, and the State's "Notice to Contractors Bulletin" on May 4, 2023, and May 11, 2023, and

WHEREAS bids were received from 3 qualified contractor, and

WHEREAS, Howell Paving Inc., 1020 N. 13<sup>th</sup> Street, Mattoon, IL 61938, submitted the low bid in the amount of \$ 393,321.91, and

WHEREAS the engineer's estimate for said section was \$ 483,782.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to Howell Paving Inc., 1020 N. 13<sup>th</sup> Street, Mattoon, IL 61938,

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STATE OF ILLINOIS  
COUNTY OF COLES

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 13th day of June 2023.

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

**RESOLUTION TO AWARD**

Section 23-00196-00-FP

WHEREAS, a letting was held at the Coles County Courthouse on May 15, 2022, at the hour of 10:00 A.M. for the cement modification project on County Highway 17 (Harrison Street), and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on April 28, 2023, and May 5, 2023, and the State's "Notice to Contractors Bulletin" on May 4, 2023, and May 11, 2023, and

WHEREAS bids were received from 2 qualified contractors, and

WHEREAS, Dunn Company, A Division of Tyrolt, Inc, 724 Mercer Street, Decatur, IL 62522, submitted the low bid in the amount of \$ 1,424,066.47, and

WHEREAS the engineer's estimate for said section was \$ 1,175,722.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to Dunn Company, A Division of Tyrolt, Inc, 724 Mercer Street, Decatur, IL 62522,

---

STATE OF ILLINOIS  
COUNTY OF COLES

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 13th day of June 2023.

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



Is this project a bondable capital improvement?

Yes  No

Resolution Type	Resolution Number	Section Number
Original		23-00196-00-FP

BE IT RESOLVED, by the Board of the County of Coles Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Contract  
Contract or Day Labor

**For Roadway/Street Improvements:**

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Harrison Street	4.6	CH-17	CH-3	Clark Co. Line

**For Structures:**

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Process modified soil 10", pipe culvert replacement and A-2 surface treatment.  
Includes RBI and MFT funds with local fund match.

2. That there is hereby appropriated the sum of Seven hundred fifteen thousand and 00/100 Dollars ( \$715,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Julie Coe County Clerk in and for said County

of Coles in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Coles at a meeting held on June 13, 2023.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of June, 2023.

(SEAL, if required by the LPA)

Clerk Signature & Date

**Approved**  
Regional Engineer Signature & Date  
Department of Transportation

**AGREEMENT CONCERNING REIMBURSEMENT AND  
SHARING OF CERTAIN COSTS RELATED TO THE COLES WIND PROJECT**

**THIS AGREEMENT** to reimburse and share certain costs (this "*Agreement*") is made on June 13, 2023 (the "*Effective Date*") by and between Apex Clean Energy Management, LLC, a Delaware limited liability company (the "*Developer*"); Coles County, Illinois (the "*County*"); the Humboldt Township Road District ("*Humboldt TRD*"), the Morgan Township Road District ("*Morgan TRD*"), and the Seven Hickory Township Road District ("*Seven Hickory TRD*"). The Township Road Districts are sometimes referred to collectively in this Agreement as the "*Road Districts*." The Road Districts and the County are referred to collectively as the "*Road Authorities*." The Developer and the Road Authorities are each sometimes referred to herein as a "*Party*" and collectively as the "*Parties*."

**RECITALS**

- A. The Parties are in discussions regarding a certain road use agreement (the "*Road Use Agreement*") in connection with the Developer's planned development and operation of a wind farm in Coles County known as the Coles Wind Project.
- B. The Road Authorities have advised the Developer they will retain the law firm of Klein, Thorpe & Jenkins, Ltd. as outside legal counsel (the "*Attorney*"), to assist with the review, negotiation, and execution of the Road Use Agreement (the "*Legal Services*").
- C. The Road Authorities have advised the Developer that they will retain the engineering firm of E.S.I. Consultants, LLC as a third-party expert (the "*Engineer*"), to assist the Road Authorities with review of the studies, reports, and other documents as may be requested by the Road Authorities in connection with the Road Use Agreement (the "*Engineering Services*").
- D. The Developer has advised the Road Authorities that the Road Use Agreement is a critical element in project development, requiring prompt attention from all parties to meet project development goals.
- E. The Parties desire to set forth their agreement regarding the reimbursement by the Developer for the fees and costs for Legal Services and Engineering Services incurred by the Road Authorities to negotiate the Road Use Agreement.

**NOW THEREFORE**, in addition to the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows herein.

**1. Professional Fees.**

- (a) **Attorney Fees.** The Developer shall reimburse the Road Authorities for the reasonable out-of-pocket legal fees and expenses for Legal Services actually incurred by the Road Authorities (the "*Attorney's Fees*"), including Attorney's Fees incurred prior to the execution of this Agreement and Attorney's Fees related to the negotiation and execution of this Agreement.
- (b) **Engineering Fees.** The Developer shall reimburse the Road Authorities for the reasonable out-of-pocket fees and expenses for Engineering Services actually incurred by the Road Authorities (the "*Engineer's Fees*"), including Engineer's Fees incurred prior to the execution of this Agreement and Engineer's Fees related to the negotiation and execution of this Agreement.

The Attorney's Fees and Engineer's Fees may be referred to collectively herein as the "**Professional Fees.**"

2. **Payment of Professional Fees.**

- (a) The Parties agree the County, acting by and through the County Engineer, shall act as the lead agency and shall oversee the administration and payment of the Professional Fees. Invoices for Professional Fees shall be electronically sent simultaneously to the County and the Developer. The County shall notify the Professional Engineer or Attorney that the fees are approved, copying the Developer on such notifications. The Developer shall reimburse the County within forty-five (45) days after receipt of such approval. The invoices may be redacted as necessary to exclude any description of protected attorney/client communications but shall contain sufficient detail to identify the work performed and the time spent on such work in support of the invoice amount.
- (b) To assure timely payment of Professional Fees, the Developer agrees to deposit Five Thousand Dollars (\$5,000.00) with the County Highway Department. The funds on deposit may be used to pay invoices which are not reimbursed by the Developer in a timely manner. The Developer shall replenish the funds on deposit within ten (10) business days following receipt of a replenishment notice from the County. The County will refund to the Developer any funds deposited for the payment of Professional Fees and not spent by the County on Professional Fees when the road use agreement is signed.
- (c) If the Developer disputes any portion of an invoice, it shall notify the County Engineer in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) calendar days after receipt of the invoice, and shall pay or reimburse the portion not in dispute as required by Section 2(a). The Parties shall make good faith attempts to resolve disputes that may arise concerning invoiced amounts. If the Developer fails to pay or reimburse any undisputed invoice within forty-five (45) calendar days of receipt of an invoice or reimbursement request, the County and the Road Districts in their sole discretion may suspend further review, negotiations, or discussion with the Developer until the amount owed has been paid.

3. **Engagement of Professional Advisors.** The Road Authorities shall have the sole responsibility to hire and manage the Attorney and Engineer in connection with their respective services.

4. **Services.** The Legal Services and Engineering Services subject to reimbursement hereunder shall be limited to those services reasonably necessary to assist the Road Authorities with the review, negotiation, and execution of this Agreement and the Road Use Agreement. The rates charged by the Attorney and Engineer shall not exceed rates customarily charged for similar services.

5. **Notices.** Notices under this Agreement shall be (a) in writing and (b) deemed given when (1) personally delivered to the recipient, (2) five (5) days after deposit in the United States mail, certified and postage prepaid or (3) two (2) days after delivery to a reputable overnight courier (provided that a receipt is obtained and charges prepaid by the delivering Party). Notice may be sent to a provided e-mail address, however, notice sent via e-mail shall be followed by notice delivered by a method described in subsection (1) through (3), unless such additional notice is waived in writing by the Party receiving the notice. If notice is effected by e-mail, notice shall be deemed received on the date the

receiving Party provides written notification to the other Party that a delivery of notice by supplemental means is not required. Notices shall be addressed as follows:

**If to the Developer:**

Mr. Jerald Hess  
Apex Clean Energy  
ATTN: Associate Counsel  
120 Garrett Street, Suite 700  
Charlottesville, VA 22902  
Telephone: 434-270-8967  
E-mail: jerald.hess@apexcleanenergy.com

**If to Coles County:**

Mr. Rick Johnson  
Coles County Engineer  
Coles County Highway Department  
651 Jackson Street, Room 16  
Charleston, IL 61920  
Telephone: 217-348-0527  
E-mail: rjohnson@co.coles.il.us

**If to Humboldt Township Rd. District:**

Mr. Steve Decker  
P.O. Box 81  
Humboldt, IL 61931  
Telephone: 217-259-3144

**If to Morgan Township Rd. District:**

Mr. Ron Hungler  
18302 E. Co. Road 1500 N.  
Charleston, IL 61920  
Telephone: 217-246-4118

**If to Seven Hickory Township Rd. District:**

Mr. Rick Madlem  
14377 Onyx Street  
Charleston, IL 61920  
Telephone: 217-232-5834

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section by giving written notice of such change to the other Parties in the manner provided in this Section.

6. **Term of Agreement.** This Agreement shall commence upon the Effective Date and shall terminate at the earlier of (a) one (1) year from the Effective Date; (b) the delivery of written notice of termination by the Developer in accordance with this Section 6 or (c) the execution of the Road Use Agreement (the earliest of such dates being deemed the "*Termination Date*"). The Developer shall not be obligated to reimburse the Road Authorities for any Professional Fees incurred after the Termination Date except as may be provided for in the Road Use Agreement and provided, however, that the Developer's obligations to pay for Professional Fees incurred by the Road Authorities at the time of termination shall survive any such termination.
7. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without giving effect to the principles of conflicts of laws. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Circuit Court for the Fifth Judicial Circuit, Coles County, Illinois.



8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by e-mail or facsimile shall be as effective as delivery of a manually signed counterpart to this Agreement.
9. **Amendment.** This Agreement may not be modified or amended except by a writing signed by both Parties.
10. **Severability.** Should any provision of this Agreement be held to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding.
11. **Authority.** The Parties hereby represent and warrant to each other that each person or entity signing this Agreement is authorized to do so and has the unrestricted right, power, and authority to enter into and perform its obligations under this Agreement.
12. **Default and Remedies.** Upon an uncured default by a Party under this Agreement, the non-defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative.

IN WITNESS WHEREOF, the Developer and the Road Authorities have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date set forth above.

**APEX CLEAN ENERGY  
MANAGEMENT LLC,**  
a Delaware limited liability company

BY: Apex GCL, LLC

BY: Apex Clean Energy Holdings, LLC

By: \_\_\_\_\_  
Ken Young, Chief Operating Officer

**COLES COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Darrell Cox, County Board Chairman

Attest: \_\_\_\_\_  
Julie Coe, County Clerk

**HUMBOLDT  
TOWNSHIP ROAD DISTRICT**

By: \_\_\_\_\_  
Steve Decker, Highway Commissioner

**MORGAN  
TOWNSHIP ROAD DISTRICT**

By: \_\_\_\_\_  
Ron Hungler, Highway Commissioner

**SEVEN HICKORY  
TOWNSHIP ROAD DISTRICT**

By: \_\_\_\_\_  
Rick Madlem, Highway Commissioner



ESI Consultants, Ltd.  
*Excellence, Service, Integrity*

May 15, 2023

Mr. Rick Johnson, PE  
Coles County Engineer  
651 Jackson Ave  
Charleston, IL 61920

**RE: Engineering Services for the Coles County Wind Farm Project**

Dear Mr. Johnson,

ESI Consultants, LLC (ESI) is pleased to present you with a proposal to provide review of preliminary engineering documents and services, and construction inspection for the development of the Coles County Wind Farm (Project).

**Understanding of the Project**

To provide the Coles County Highway Department with services to review engineering documents provided by the Coles County Wind Farm development company and to provide construction inspection and monitoring of the roadways being used by the wind farm development company.

**Proposed Schedule**

Work will begin immediately upon given approval to proceed.

**Basic Scope of Services by ESI**

1. Review of all preliminary engineering documents submitted by the wind farm development company. This would include but not limited to the following:
  - a. Review of the Road Use Agreement (RUA).
  - b. Review of the Traffic Impact Study (TIA).
  - c. Review of the Drainage Study (DS).
  - d. Review of plans and specifications for roadway improvements.

2. Provide construction inspection of work being performed by the wind farm development company. This would include but not limited to the following:
  - a. Provided any needed survey for roadway improvements to determine adherence to the plans, specifications, and the RUA. This would cover culvert replacements and extensions, bridge rehabilitation and repairs, soil cementing, aggregate capping, seal coating operations, HMA resurfacing, grading of slopes and ditches, seeding, traffic control, monitoring of violations to the RUA, daily documentation of work, etc.
3. Additional services as required for the development of the Coles County Wind Farm. This will include but is not limited to the following:
  - a. Videoing of all roads planned for use in the construction of the Coles County Wind Farm prior to any construction beginning.
  - b. Inspection of culverts and bridges to determine their adequacy to carry the projected loads.

### **To be provided by the Coles County Highway Department**

Any existing roadway, culvert and bridge plans for routes proposed for use by the wind farm development company.

### **Compensation**

ESI is prepared to provide professional engineering services on a cost-plus basis as outlined in the attached ESI-2023 Coles County Wind Farm Standard Billing Rates, IDOT BDE 436 Direct Cost Check Sheet and the ESI General Terms and Conditions.

ESI will bill the Coles County Highway Department monthly for the engineering services and reimbursable expenses. Payment is to be made within thirty (30) days of receipt of our invoice. If the County objects to any invoice submitted by us, the County shall 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 County. ESI reserves the right to stop work if our invoices are overdue by more than thirty (30) days. ESI shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. These financial arrangements are based on the orderly and continuous progress of the Project.

### **Contents of Agreement**

This proposal and documents 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 parties.

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) calendar days from the date hereon unless changed by us in writing. Authorization to proceed requires return of this signed agreement.

If you have any questions, or concerns about the scope of services and cost as described above, please contact us to work out any details that may need to be adjusted. Thank you for requesting ESI Consultants, LLC. to provide the professional engineering services on this project.

Sincerely,  
ESI Consultants, LLC.

David Clark, P.E.  
Vice President

Accepted This \_\_\_\_\_ Day of \_\_\_\_\_, 2023

Coles County Highway Department

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

Title: Coles County Engineer



## 2023 STANDARD BILLING RATES

### ESI CONSULTANTS, LTD. STAFF BILLING RATE SCHEDULE (Coles County Wind Farm)

(Rates effective January 1, 2023 through December 31, 2023)

Description	Hourly Rate
President / Principal	\$290.00
Vice President / Director	\$270.00
Senior Manager / Senior Consultant	\$206.00
Senior Structural Project Manager	\$245.00
Senior Project Manager	\$245.00
Structural Project Manager	\$190.00
Project Manager / Project Manager Consultant	\$175.00
Senior Resident Engineer	\$205.00
Senior Structural Project Engineer	\$170.00
Project Engineer 3 / Resident Engineer 3	\$180.00
Project Engineer 2 / Resident Engineer 2	\$170.00
Structural Project Engineer	\$165.00
Project Engineer 1 / Resident Engineer 1	\$167.00
Engineer 3	\$129.00
Engineer 2	\$118.00
Engineer 1	\$113.00
Senior Technician 2	\$168.00
Senior Technician 1	\$128.00
Resident Technician / Senior Technician	\$118.00
Technician 3	\$104.00
Technician 2	\$94.00
Technician 1 / Engineering Intern	\$72.00
Sr. Admin. Management Consultant	\$184.00
Administrative Manager	\$112.00
Administrative Associate 3	\$92.00
Administrative Associate 2	\$77.00
Administrative Associate 1	\$60.00
Administrative Clerk 1	\$48.00

**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.**

**Rates are adjusted annually on January 1<sup>st</sup> of each year by a minimum of 3%.**

2023 Standard Billing Rates

Charleston • Naperville • Chicago



ESI Consultants, Ltd.  
Excellence. Service. Integrity

## 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 ARCHITECT's offices in Chicago and are governed by, and construed in accordance with, the laws of the State of Illinois.
2. **Rates.** All work performed by ARCHITECT staff (inclusive of professional, support, and secretarial staff), unless specified elsewhere in the Agreement, shall be charged at ARCHITECT's then applicable standard hourly rates for staff. A copy of current rates is attached to this Agreement.
3. **Terms of Payment.** ARCHITECT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon ARCHITECT'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 ARCHITECT's monthly statements.

If CLIENT fails to make any payment due ARCHITECT for services and expenses within thirty (30) days after receipt of ARCHITECT's statement therefore, the past amounts due ARCHITECT will be increased at the rate of 1% per month retroactively from the date of the invoice. ARCHITECT may after giving seven days written notice to CLIENT, suspend services under this Agreement until ARCHITECT has been paid in full all amounts due for services, expenses and charges. ARCHITECT 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 ARCHITECT.
  - 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 ARCHITECT may use and rely upon in performing services under this Agreement.
  - b. Arrange for access to and make all provisions for ARCHITECT to enter upon public and private property as required for ARCHITECT to perform services under this Agreement.
  - c. Give prompt written notice to ARCHITECT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's services, or any defect or non-conformance in the work of any Contractor.
5. **Architect's Responsibilities.** ARCHITECT will render architectural services in accordance with generally accepted and currently recognized architectural practices and principles. ARCHITECT 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 ARCHITECT 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 ARCHITECT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, ARCHITECT, 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 ARCHITECT.
  - b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments, and ARCHITECT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes
6. **Right to Stop Services Due to Payment Delinquency.** ARCHITECT reserves the right to stop work specified under the scope of services attached hereto if any progress invoice is more than 30 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 ARCHITECT harmless of any actions or conditions, or from any penalties or fees, which Client incurs from ARCHITECT 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 ARCHITECT prior to that time. However, ARCHITECT retains the unilateral right to accept an executed Agreement subsequent to the scheduled expiration date. ARCHITECT's acceptance of the Agreement after the expiration date will be signified by its commencement of work included in the scope of services. Should ARCHITECT 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 ARCHITECT.

8. **Termination.** Subsequent to execution of the Agreement by the Client and its acceptance by ARCHITECT, 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 ARCHITECT's work rendered to the date of receipt (or mailing, if initiated by ARCHITECT) 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.** ARCHITECT 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 ARCHITECT, or ARCHITECT may otherwise acquire, confidential or proprietary business or technical information ("Information"). ARCHITECT will receive and maintain in confidence all Information and will exercise all reasonable efforts to avoid the disclosure of Information to others. ARCHITECT will not use Information for any purpose other than the performance of services for Client.
10. **Use of Reports by Clients/Copyright.** ARCHITECT'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 ARCHITECT report be used in whole or in part in any public offering or security without the prior written consent of ARCHITECT. No abridgment, abstracting, or excerpting of reports may be made for any purpose whatsoever without obtaining the permission of ARCHITECT. ARCHITECT 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 ARCHITECT. 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 ARCHITECT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ARCHITECT, or to ARCHITECT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ARCHITECT and ARCHITECT'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 ARCHITECT to further compensation at rates to be agreed upon by CLIENT and ARCHITECT.
11. **Objectivity.** To protect Client, and to assure that ARCHITECT's research results, observations and recommendations will continue to be accepted as objective and impartial, it is expressly understood and agreed that ARCHITECT'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.

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

12. **Excusable Delays.** ARCHITECT 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 ARCHITECT. 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 ARCHITECT 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 ARCHITECT, 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 ARCHITECT with data it needs to complete the engagement shall not be deemed a breach of the Agreement by ARCHITECT. 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 ARCHITECT 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 ARCHITECT'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 ARCHITECT have discussed the risks, rewards, and benefits of the project and the ARCHITECT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the ARCHITECT'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 fees associated with this agreement or \$100,000, whichever is less. Such causes include but are not limited to the ARCHITECT'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 ARCHITECT in the same manner as above.
14. **Indemnification.**
  - a. ARCHITECT 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 ARCHITECT'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 ARCHITECT 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 ARCHITECT within two (2) years of the completion of the Services provided under the applicable Task Order.
  - d. Notwithstanding to the contrary, ARCHITECT 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 ARCHITECT;
    - (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.** ARCHITECT may not assign this agreement without written notification and approval from CLIENT, such approval not be unreasonably withheld. ARCHITECT may, subcontract work to be performed hereunder, provided ARCHITECT 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 ARCHITECT'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 ARCHITECT for staff time at ARCHITECT's standard billing rates plus expenses, unless prior agreement has been reached between ARCHITECT and the Client. Neither ARCHITECT 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**





**Direct Costs Check Sheet**

Prime Consultant Name	PTB Number	State Job Number(s)
ESI Consultants, LLC	NA	NA
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>05/15/23</u>

Consultant  
 ESI Consultants, LLC

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>		\$65.00	\$0.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input checked="" type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input checked="" type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input checked="" type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
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		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$0.00

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

**LEGEND**

W.O. = Work Order

J.S. = Job Specific