

COLES COUNTY BOARD

Regular Meeting

March 12, 2024

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, Andrew McDevitt (arrived late), Nancy Purdy, and Michael Watts, with Chairman Darrell Cox Presiding. Absent were members Jeremy Doughty and Rick Shook.

Invocation was given by Nancy Purdy
Moment of Silent Reflection
Pledge to the Flag

PUBLIC COMMENT

Rob Perry Les Combs

APPROVAL OF THE COUNTY BOARD MINUTES

Upon motion by Purdy, seconded by Clayton to approve the County Board Regular Minutes dated February 13, 2024 with the consent of the County Board

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

APPOINTMENT TO THE EMERGENCY 911 BOARD

Dan Ensign

Motion was made by Cox to appoint Dan Ensign to the Emergency 911 Board with the consent of the County Board until June 2027.

APPOINTMENT TO THE SEVEN HICKORY MORGAN FIRE DISTRICT

John Austin

Motion was made by Cox to appoint John Austin to the Seven Hickory Morgan Fire District with the consent of the County Board until May, 2027.

(Vote for both appointments)

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

RESOLUTION RE: TECHNOLOGY MODERNIZATION GRANT

For a copy of the resolution see page 6329

Motion by Corray, seconded by Watts

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

NAYS: None (0)

ABSENT: Doughty, Shook (2)

RESOLUTIONS - TAX SALE (201700073 & 201690024)

For a copy of the tax resolutions see pages 6330 - 6331

Motion by Bennett, seconded by Doty

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

NAYS: None (0)

ABSENT: Doughty, Shook (2)

**RESOLUTION TO USE ARPA FUNDS
COLES COUNTY SHERIFF'S DEPARTMENT
SECURITY SYSTEM UPGRADE -\$112,500.00**

For a copy of the resolution see page 6332

Motion by Freezeland, seconded by Bennett

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

NAYS: None (0)

ABSENT: Doughty, Shook (2)

**RESOLUTION TO USE ARPA FUNDS
COLES COUNTY SHERIFF'S DEPARTMENT
SQUAD CAR - \$55,000.00**

For a copy of the resolution see page 6333

Motion by Freezeland, seconded by Mason

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

NAYS: None (0)

ABSENT: Doughty, Shook (2)

**RESOLUTION TO USE ARPA FUNDS
OAKLAND COMMUNITY FIRE PROTECTION DISTRICT
GENERATOR PURCHASE - \$19,156.00**

For a copy of the resolution see page 6334

Motion by Doty, seconded by Clayton

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

**RESOLUTION TO USE ARPA FUNDS
CITY OF CHARLESTON FIRE DEPARTMENT
3-GENERATOR PURCHASES - \$111,413.00**

For a copy of the resolution see page 6335

Motion by Mason, seconded by Bennett

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

**RESOLUTION TO USE ARPA FUNDS
SACIS FOR COUNSELING AND MEDICAL ADVOCACY - \$65,900.00**

For a copy of the resolution see page 6336

Motion by Watts, seconded by Purdy

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

**RESOLUTION TO USE ARPA FUNDS
FIT TO SERVE EQUIPMENT - \$32,000.00**

For a copy of the resolution see page 6337

Motion by Clayton, seconded by Purdy

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

PRAIRIE WOLF SOLAR, LLC ESCROW AGREEMENT

For a copy of the agreement see pages 6338 - 6346

Motion by Watts, seconded by Clayton

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

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT
OF SECTION 5311 GRANT AGREEMENT - DIAL A RIDE**

For a copy of the agreement see pages 6347 - 6350

Motion was made by Watts, seconded by Purdy

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

**INTERGOVERNMENTAL AGREEMENT FOR
Structure No. 015-3095
Section 24-04138-00-BR
TR-78A (800E) IN HUMBOLDT TOWNSHIP**

For a copy of the agreement see pages 6351 - 6353

Motion by Doty, seconded by McDevitt

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

**LEASE AGREEMENT - SARAH BUSH LINCOLN HEALTH SYSTEM
AND COLES COUNTY SHERIFF'S OFFICE**

For a copy of the agreement see page 6354

Motion by Corray, seconded by Doty

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

APPROVAL OF BILLS - COLES COUNTY

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

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

NAYS: None (0)

ABSENT: Doughty, Shook (2)

ANNOUNCEMENT OF APPOINTMENTS

1. One appointment to the Seven Hickory Morgan Fire District
2. One appointment to the Sheriff's Merritt Commission

ADJOURNED

Upon motion by Doty, seconded by Freezeland, the Coles County Board was adjourned at 7:42 p.m. with the consent of the County Board.

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

NAYS: None (0)

ABSENT: Doughty, Shook (2)

ATTEST:

_____ County Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: TECHNOLOGY MODERNIZATION GRANT

**WHEREAS, Coles County Judiciary was awarded the following grant:
Technology Modernization - \$36,232.00 and**

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

**WHEREAS, Mitchell K. Shick, Coles County Presiding Judge, requested that this grant fund be included;
and**

**NOW, THEREFORE BE IT RESOLVED that the County Board to be adding a revenue line item
001-000-4095-000 to the Budget in the amount of \$36,232.00.**

**NOW, THEREFORE BE IT RESOLVED that the County Board to be adding an expense line item
001-011-7420-000 in the amount of \$36,232.00.**

DATED this _____ day of _____, 2024.

ATTEST:

_____ 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 35ILCS 200/21-90, and

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

CHARLESTON TOWNSHIP

PERMANENT PARCEL NUMBER 02-2-11138-000

As described in certificate(s) : 201700073 sold October 2018

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

WHEREAS, COLES COUNTY HABITAT FOR HUMANITY, has bid \$819.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$200.35 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$99.65 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$69.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$819.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$200.35 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Coles, as Trustee for the Taxing Districts, 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, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home

609 MARION LOT #27

PERMANENT PARCEL NUMBER 07-C-MATT-00027

As described in certificates(s) : 201690024 sold October 2017

AND WHEREAS, pursuant to public auction sale, STEVEN CHAPMAN, Purchaser(s), has/have deposited the total sum of \$915.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Coles assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Coles County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$234.97 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) , the Tax Revolving Account Fund shall receive \$65.03 to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$165.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance Committee that Coles County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Coles County, Illinois, of the sum of \$234.97, which shall be disbursed according to law. This resolution shall 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 this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

03-24-001

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 \$112,500.00 shall be made available to the Coles County Sheriff's Department for a security system upgrade from the Coles County Finance Committee.

DATED THIS 12th day of March, 2024

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 \$55,000.00 shall be made available to the Coles County Sheriff's Department for the purchase of a squad car from the Coles County Finance Committee.

DATED THIS 12th day of March, 2024

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 \$19,156.00 shall be made available to the Oakland Community Fire Protection District for the purchase of a generator from the Coles County Finance Committee.

DATED THIS 12th day of March, 2024

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 \$111,413.00 shall be made available to the City of Charleston Fire Department for the purchase of 3 generators from the Coles County Finance Committee.

DATED THIS 12th day of March, 2024

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 \$65,900.00 shall be made available to the SACIS for counseling and medical advocacy from the Coles County Finance Committee.

DATED THIS 12th day of March, 2024

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 \$32,000.00 shall be made available to Fit to Serve for an equipment purchase from the Coles County Finance Committee.

DATED THIS 12th day of March, 2024

ATTEST:

County Clerk & Recorder

County Board Chairman

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is entered into and effective as of [_____] [____], 202__ (the "Effective Date") by and among Prairie Wolf Solar, LLC, a Delaware limited liability company ("PW"), and Wells Fargo Bank, N.A. ("Escrow Agent").

RECITALS

WHEREAS, PW has constructed and currently operates the Prairie Wolf Solar Farm, consisting of approximately two hundred (200) megawatts, located in Coles County, Illinois (the "Project").

WHEREAS, pursuant to that certain Agricultural Impact Mitigation Agreement effective as of August 28, 2019, by and between PW and the Illinois Department of Agriculture (the "IDOA"), a copy of which is attached hereto as Exhibit A (the "AIMA"), PW has certain obligations to complete Decommissioning/Deconstruction of the Project (the "Decommissioning/Deconstruction Obligations"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the AIMA. The term Decommission and Decommissioning have the same definition and meaning as Deconstruction.

WHEREAS, the AIMA requires PW to provide Coles County, Illinois (the "County") with Financial Assurance to cover the estimated costs of Deconstruction of the Facility, and the County and PW desire that such Financial Assurance shall be in the form of a Decommissioning/Deconstruction escrow account (the "Escrow Account") into which PW will deliver funds (the "Escrow Funds") to secure PW's Decommissioning/Deconstruction Obligations.

WHEREAS, in accordance with the AIMA, PW and Escrow Agent desire to enter into this Agreement to define the terms and conditions pursuant to which the Escrow Funds will be deposited in, held in, and disbursed from the Escrow Account.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Appointment of Escrow Agent. On the terms, and subject to the conditions, set forth in this Agreement, PW hereby appoints Escrow Agent as its agent and custodian to hold, invest and disburse the Escrow Funds and all interest and investment earnings and revenue thereon (the "Escrow Revenue") in accordance with this Agreement, and the Escrow Agent hereby accepts such appointment and agrees to assume and perform the duties of Escrow Agent pursuant to the terms and conditions of this Agreement.

2. Delivery of Funds to Escrow Agent. PW shall deliver to Escrow Agent and the Escrow Agent agrees to accept delivery of the following deposits:
 - a. Commencing no later than the one (1) year anniversary of the Commercial Operation Date of the Project, as defined in the AIMA, an amount equal to ten percent (10%) of the estimated costs of Deconstruction/Decommissioning of the Project, as determined in the Deconstruction Plan as such terms are defined in the AIMA and as set forth herein. Said Deconstruction Plan also referred to as the Decommissioning, a copy of which is attached hereto entitled *Prairie Wolf Solar, LLC Cost Estimate for Decommissioning*, and dated September 12, 2019, consisting of nine (9) pages with said estimate of deconstruction in the amount of SEVEN MILLION, SIX HUNDRED FORTY-ONE THOUSAND, TWO HUNDRED SEVENTY-TWO DOLLARS (\$7,641,272.00) said estimated cost is NOT to be reduced by any estimated salvage/recycling value.
 - b. On or before the six (6) year anniversary of the Commercial Operation Date, an amount equal to fifty percent (50%) of the estimated costs of Deconstruction/Decommissioning of the Project, as determined in the Deconstruction Plan also referred to as the Decommissioning and as described in the preceding paragraph.
 - c. On or before the eleven (11) year anniversary of the Commercial Operation Date, an amount equal to one hundred percent (100%) of the estimated costs of Deconstruction/Decommissioning of the Project, as determined in the Deconstruction Plan also referred to as the Decommissioning and as described in paragraph (a) hereinabove.
3. Investment. Escrow Agent shall hold and invest the Escrow Funds and all Escrow Revenue only in accordance with the terms of this Agreement. Escrow Agent shall invest and reinvest the Escrow Funds and all Escrow Revenue in an interest-bearing demand deposit account or in short term money market funds that invest primarily in short-term readily marketable direct obligations of the government of the United States or any agency or instrumentality thereof. PW understands and acknowledges that funds held in an interest-bearing account with Escrow Agent are covered by insurance issued by the Federal Deposit Insurance Corporation (“FDIC”) up to a maximum of two hundred fifty thousand dollars (\$250,000.00) in insurance coverage and that all funds held in an interest-bearing account in excess of such limit are uninsured. All of the Escrow Funds and all Escrow Revenue shall be held by, or registered in the name of, Escrow Agent or its nominee. All Escrow Revenue earned on the Escrow Funds shall be taxable to PW.
4. Disbursements of Escrow Funds and Escrow Revenue by Escrow Agent. Escrow Agent shall hold the Escrow Funds and all Escrow Revenue until instructed or otherwise required to disburse the same or any portion thereof in accordance with Section 5 of this Agreement.

5. Disbursements.

- a. Escrow Revenue. To the extent any Escrow Revenue accrues during the term of this Agreement, such Escrow Revenue shall be added to the Escrow Funds, credited to the Escrow Account, and invested as set forth in Section 3 hereof until released pursuant this Section 5.

- b. Escrow Claims for PW Decommissioning/Deconstruction Expenses or Payment of Taxes on Escrow Revenue. Upon the issuance of an order by the County that Escrow Funds shall be disbursed to PW in connection with: (i) PW's partial or full completion of its Decommissioning/Deconstruction Obligations or (ii) PW's payment of taxes on Escrow Revenue, the County shall provide the Escrow Agent with written instructions substantially in the form of Exhibit B hereto (the "PW Claim Certificate") specifying the nature of the claim and setting forth the precise amounts of Escrow Funds to be released to PW. Escrow Agent shall, in accordance with the PW Claim Certificate, pay to the PW account set forth in Exhibit C hereto, the amount of Escrow Funds set forth in the PW Claim Certificate on the first business day after the Escrow Agent's receipt of the PW Claim Certificate. Promptly upon receipt of any PW Claim Certificate, but no later than the first business day after receipt, the Escrow Agent shall deliver a copy of such PW Claim Certificate to PW pursuant to the notice provisions set forth in Section 10 herein.

- c. Landowner Escrow Claims Due To PW Default. Upon the issuance of an order by the County that Escrow Funds shall be disbursed to a landowner who owns property upon which a Project facility subject to applicable state and local Decommissioning/Deconstruction laws is located in connection with such landowner's incurrence of Decommissioning/Deconstruction costs resulting from PW's default on its Decommissioning/Deconstruction Obligations, the County shall provide the Escrow Agent with written instructions substantially in the form of Exhibit D hereto (the "Landowner Claim Certificate") specifying the nature of the claim and setting forth the precise amounts of Escrow Funds to be released to the landowner or landowners. Escrow Agent shall, in accordance with the Landowner Claim Certificate, pay to the account set forth in the Landowner Claim Certificate, the amount of Escrow Funds set forth in the Landowner Claim Certificate on the tenth business day after the Escrow Agent's receipt of the Landowner Claim Certificate. Promptly upon receipt of any Landowner Claim Certificate, but no later than the first business day after receipt, the Escrow Agent shall deliver a copy of such Landowner Claim Certificate to PW pursuant to the notice provisions set forth in Section 10 herein. Upon the disbursement of Escrow Funds to a landowner in connection with such landowner's incurrence of Decommissioning/Deconstruction costs, no additional Escrow Funds shall be disbursed to such landowner, or any other person, in connection with such previously funded Decommissioning/Deconstruction costs, and neither PW nor the Escrow Agent shall have any ongoing liability with respect to such previously funded Decommissioning/Deconstruction costs to a landowner.

- d. County Escrow Disbursement Due To PW Default or Abandonment. Upon the issuance of an Order by the County that Escrow Funds shall be disbursed to the County in connection with County's incurrence of any Decommissioning/Deconstruction costs resulting from PW's default on its Decommissioning/Deconstruction Obligations or upon Abandonment, the County shall provide the Escrow Agent with written instructions specifying the nature of the costs and setting forth the precise amounts of Escrow Funds to be released to the County. Escrow Agent shall pay to the account set forth in the Order the amount of Escrow Funds set forth in the Order on the tenth business day after the Escrow Agent's receipt of the Order by the County. Promptly upon receipt of Order by the County, but no later than the first business day after receipt, the Escrow Agent shall deliver a copy of such Order by the County to PW pursuant to the notice provisions set forth in Section 10 herein. Additional Escrow Funds shall be disbursed to the County should a subsequent Order by the County issue for additional costs incurred by the County not listed in any previous Order by the County.
- e. Release at End of Term; Substitution of Security. Upon either: (i) the full and final satisfaction of all of PW's Decommissioning/Deconstruction Obligations or (ii) PW's provision of a letter of credit, bond or other security in form and substance satisfactory to the County to secure PW's Decommissioning/Deconstruction Obligations prior to the full and final satisfaction thereof and payment to Escrow Agent of all amounts owed to Escrow Agent by PW under the terms of this Agreement, any Escrow Funds and Escrow Revenue remaining in the Escrow Account shall be released to PW upon written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed, on the first business day after the later of the following dates: (y) the date on which the Escrow Agent receives the written approval of the County, or (z) the date on which payment to Escrow Agent of all amounts owed to Escrow Agent by PW under the terms of this Agreement has occurred. Promptly upon receipt of any written approval of the County, but no later than the first business day after receipt, the Escrow Agent shall deliver a copy of such written approval of the County to PW pursuant to the notice provisions set forth in Section 10 herein.
- f. Regulations of the Comptroller of the Currency. PW acknowledges that regulations of the Comptroller of the Currency grant PW the right to receive brokerage confirmations of any security transactions as they occur. PW specifically waives such notifications to the extent permitted by law, and PW will receive monthly cash transaction statements that will detail all investment transactions.

6. Unencumbered Funds. PW warrants that PW will not use the Escrow Funds as security for any transaction, nor will PW pledge the Escrow Funds or list the Escrow Account as an asset on any application to obtain credit or to obtain real or personal property. The parties hereto acknowledge and agree that any rights that PW or any other party has to the Escrow Funds and any associated Escrow Revenue are contingent rights and receipt of any Escrow Funds or Escrow Revenue is subject to the satisfaction or waiver of such contingencies. The parties hereto acknowledge and understand that, in the event of a bankruptcy filing or other insolvency

proceeding commenced by or against PW prior to the satisfaction or waiver of such contingencies, the Escrow Funds will not constitute property of the bankruptcy estate or otherwise be reachable by PW's creditors.

7. Rights and Obligations of Escrow Agent.

a. Duties.

i. Escrow Agent hereby accepts its obligations under this Agreement and represents that it has the legal power and authority to enter into this Agreement and to perform its obligations hereunder. Escrow Agent agrees that all Escrow Funds and any Escrow Revenue held by Escrow Agent under this Agreement shall be segregated from all other property held by Escrow Agent and shall be identified as being held in connection with this Agreement. Segregation may be accomplished by appropriate identification on the books and records of Escrow Agent. Escrow Agent's documents and records with respect to the transactions contemplated by this Agreement shall be available for examination by authorized representatives of PW and/or the County or IDOA. Annual account statements summarizing any activity with respect to the Escrow Funds (including the amount of Escrow Revenue) and detailing the balance of the Escrow Account shall be provided to PW not more than 90 days following each calendar year. In addition, the Escrow Agent will provide to PW such reports, in such detail, as PW reasonably deems necessary to enable PW to satisfy all applicable regulatory and accounting requirements. On request, the Escrow Agent will provide confirmation to PW of the deposit of money in the Escrow Account.

ii. This Agreement may be terminated only as described herein or with the written agreement of the County and the IDOA.

b. No Other Duties. Escrow Agent shall not have any duties or responsibilities under this Agreement except as expressly set forth herein.

c. Escrow Fee. Escrow Agent shall be entitled to receive solely from PW: (i) compensation for its regular services as Escrow Agent under this Agreement; and (ii) reimbursement for all documented, reasonable and necessary out-of-pocket expenses incurred by Escrow Agent in fulfilling its obligations under this Agreement, including, without limitation, reasonable fees and disbursements of legal counsel. Such compensation and reimbursement obligations shall be paid from time to time as incurred. In no circumstance will the County or IDOA have any obligation to pay any amount to Escrow Agent arising out of or under this Agreement.

d. Resignation of Escrow Agent. Escrow Agent may at any time resign by giving sixty (60) days advance written notice of such resignation to the County and PW. Upon such resignation, Escrow Agent shall not be discharged from its obligations

under this Agreement until (i) a successor escrow agent, as approved in writing by each of PW and the County, shall have been appointed, (ii) the successor escrow agent shall have executed and delivered an Escrow Agreement in substantially the form of this Agreement or a form acceptable to PW and the successor escrow agent, and approved by the County and (iii) all Escrow Funds and Escrow Revenue then held by Escrow Agent under this Agreement shall have been delivered to such successor escrow agent.

- e. Standard of Care. In performing its duties under this Agreement, Escrow Agent shall exercise the standard of care required by applicable law, including without limitation, the same care and diligence that a professional escrow agent engaged in the banking or trust company industry and having professional expertise in financial and securities processing transactions and custody would observe in these affairs.
 - f. Liability of Escrow Agent. Escrow Agent shall not be liable for any action taken in accordance and compliant with the terms of this Agreement, including, without limitation, any disbursement of the Escrow Funds in accordance with Section 5, as long as the action was taken in good faith. Except as expressly set forth herein, Escrow Agent shall not be liable for any other act or failure to act under or in connection with this Agreement, except for its own gross negligence or intentional tortious misconduct. PW agrees to indemnify, defend and hold Escrow Agent harmless from and against all claims, causes of action, costs, judgments, losses and damages arising out of or related to this Agreement, except for any such claims, causes of action, costs, judgments, losses or damages arising from or related to any breach of this Agreement by Escrow Agent or grossly negligent or intentional tortious actions or omissions of Escrow Agent.
 - g. Reliance on Documentary Evidence. Escrow Agent shall be entitled to rely on any written notice, certificate, affidavit, letter, document or other communication that is reasonably believed by Escrow Agent to be genuine and to have been signed or sent by the proper party or parties, and on statements contained therein, without further inquiry or investigation. Notwithstanding anything to the contrary in this Agreement, Escrow Agent may act on any written instructions given jointly by the County and PW.
 - h. Interpleader. If the County, IDOA, and/or PW shall disagree about the interpretation of this Agreement, or about the rights and obligations or the propriety of any act contemplated by Escrow Agent hereunder, then Escrow Agent may, within its reasonably exercised discretion, file an action of interpleader in the appropriate court of competent jurisdiction and deposit all of the applicable Escrow Funds with such court.
8. Term and Termination of Agreement. This Agreement shall continue through the date on which the Escrow Funds and Escrow Revenue have been fully disbursed, or, if earlier, until otherwise terminated pursuant to the terms of this Agreement.

9. **Taxes.** Taxes, if any, imposed upon disbursements of the Escrow Funds shall be paid by PW.
10. **Notices.** All notices and other communications (including all certificates delivered pursuant to Section 5) under this Agreement by the County or PW to Escrow Agent (Escrow Agent, together with the County and PW, the "Notice Parties" and each a "Notice Party") shall be delivered contemporaneously to the other Notice Parties in the same manner as provided to Escrow Agent. All notices and other communications under this Agreement shall be given in writing and shall be personally delivered, sent by telecopier, facsimile, or email (in a pdf attached thereto) transmission, or sent to the applicable Notice Parties at their respective addresses indicated in this Section 10 by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service, as follows:

If to PW:
Prairie Wolf Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd., Suite 1200
Bloomington, MN 55437
Attention:
Phone:
Email:

If to the County, to:
Coles County Treasurer
Coles County Courthouse
651 Jackson Ave., Room 124
Charleston, IL 61920
Attention: George Edwards
Phone: (217) 348-0511
gedwards@co.coles.il.us

If to Escrow Agent, to:
Wells Fargo Bank, N.A.

or to such other person or address as any Notice Party shall have specified by notice in writing to the other Notice Parties. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by telecopier, facsimile, or email transmission, such communication shall be deemed delivered the day of the transmission, or if the transmission is not made on a business day, the first business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this Section 10, such communication shall be

deemed delivered upon receipt; and if sent by U.S. mail pursuant to this Section 10, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Escrow Agent agrees that the delivery by PW of an order or other decree from the County pursuant to one of the methods set forth in this Section 10 shall be deemed to be a communication from the County.

11. Miscellaneous.

- a. Captions. All titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of the Agreement.
- b. Third-Party Beneficiary. Except with respect to the County as provided below, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or other third party, so as to constitute any such person a third-party beneficiary under this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto. Notwithstanding the foregoing, the County is a third-party beneficiary and may enforce this Agreement.
- c. Integration; Amendment. This Agreement constitutes the entire agreement among the parties relating to the transactions described herein and supersedes any and all prior oral or written understandings. No amendment, addition to or modification of any provision hereof shall be binding on the parties, and no party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the parties hereto and has been approved in writing by the County.
- d. Assignment. Except as expressly provided herein, neither PW nor the Escrow Agent shall assign or transfer this Agreement without the prior written consent of the other party, which written consent shall not be unreasonably withheld, and the prior written approval of the County.
- e. Governing Law and Venue. This Agreement is made in the State of Illinois, excluding Illinois' conflicts of law principles, and shall be interpreted and governed by the laws of such State or the laws of the United States, as applicable. Any action shall be venued in the State of Illinois, in state or federal court as applicable, unless otherwise agreed upon by PW, Escrow Agent, and the County.
- f. Successors and Assigns. This Agreement shall bind the successors, transferees, and assigns of PW and the Escrow Agent.
- g. Good Faith and Fair Dealing; Reasonableness. The parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the

performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) whenever this Agreement requires the consent, approval or similar action by a party, such consent, approval or similar action shall not be unreasonably withheld or delayed, and (ii) whenever this Agreement gives a party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

- h. **Severability.** Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in force. The parties will, however, use their reasonable best endeavors to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses that correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.
- i. **Cooperation.** The parties agree to cooperate reasonably with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require any party to act in a manner inconsistent with its rights under this Agreement.
- j. **Execution in Counterparts and Facsimile Transmission.** This Agreement may be executed in two (2) or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile or email (in a pdf attached thereto) transmission, and the parties agree that such execution and delivery by facsimile or email transmittal shall have the same force and effect as delivery of an original document with original signatures.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the Effective Date.

Dated:

PRAIRIE WOLF SOLAR, LLC

By: _____

Name: _____

Its: _____

Dated:

WELLS FARGO BANK, N.A.

By: _____

Name: _____

Its: _____

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF COLES COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2025 for the purpose of offsetting a portion of the Public Transportation Program operating deficits of Coles County.

Section 2. That while participating in said operating assistance program, Coles County will provide all required local matching funds.

Section 3. That the Coles County Board Chairman of the Coles County Coles County Board is hereby authorized and directed to execute and file on behalf of Coles County such application.

Section 4. That the Coles County Board Chairman of the Coles County Coles County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Coles County Board Chairman of the Coles County Coles County Board is hereby authorized and directed to execute and file on behalf of Coles County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2025.

Section 6. That the Coles County Board Chairman of the Coles County Coles County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2025.

PRESENTED and ADOPTED this day of .

Signature of Authorized Official

Date

Attest

--	--	--

Title

Coles County Board Chairman

Public Transportation Applicant Ordinance

ORDINANCE NUMBER: 03-01-25

AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION
IN COLES COUNTY, ILLINOIS

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Coles County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq., authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the Coles County Board Chairman and Coles County that:

Section 1. Coles County shall hereby provide public transportation within the county or counties limits.

Section 2. The clerk/secretary to the governing board of Coles County shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Coles County Board Chairman of the Coles County Coles County Board is hereby authorized and directed to execute and file on behalf of Coles County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Coles County Board Chairman of the Coles County Coles County Board is hereby authorized and directed to execute and file on behalf of Coles County all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the Coles County Board Chairman and the Coles County Board on the of , and deposited and filed in the office of the clerk/secretary on that date.

Elected Board Members: _____

Members Present at Vote: _____

Members Voting "Aye": _____ Members Voting "Nay": _____ Members Abstaining: _____

Signature of

Date

--	--

Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF COLES COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, Coles County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Coles County Board on the day of .

Signature of Authorized Official

Date

--	--

Authorized Official's Name Typed

Darrell Cox

APPENDIX 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) (Act), authorizes the State of Illinois, acting by and through the Illinois Department of Transportation ("DEPARTMENT"), to make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, awards for said funds will impose certain obligations upon the PARTICIPANT, including provisions by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF Coles County _____:

Section 1. That the County Board Chairman of the Coles County _____ enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2025 in order to obtain assistance under the provisions of the Act.

Section 2. That the County Board Chairman is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the Coles County _____ for such assistance for fiscal year 2025 _____.

Section 3. That the County Board Chairman of the Coles County _____ is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2025 _____.

Section 4. That while participating in said operating assistance program the Coles County shall provide all required local matching funds.

PRESENTED and ADOPTED this . _____ day of _____, 2024

(Signature of Authorized Official)

(Attest)

(Title)

(Date)

An Intergovernmental Agreement for

**Structure No.: 015-3095
Section 24-04138-00-BR
TR-78A (800E) in Humboldt Township**

THIS AGREEMENT is entered into between the County of Coles, Illinois and the Township of Humboldt, in Coles County, Illinois on the 12th day of March, 2024. The parties hereby state and agree as follows:

A. Purpose and Objectives:

Coles County and Humboldt Township find it to be in the public's best interest to replace structure number 015-3095 on TR-78A (800E) in Humboldt 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. Humboldt Township will contribute 50% of the preliminary engineering costs and up to 10 % of the construction costs of the project.
 - b. Coles County will contribute 50% of the preliminary engineering costs and up to 10 % of the construction costs of the project.
 - c. Local Bridge Formula Program (LBFP) funds will contribute 80% to 100% of the construction costs for this project.
 - d. Coles County will perform all construction engineering 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;

Humboldt Township, Illinois;

Date: _____

Date: _____

By: _____
County Engineer

By: _____
Township Road Commissioner

Date: _____

Date: _____

By: _____
County Board Chair

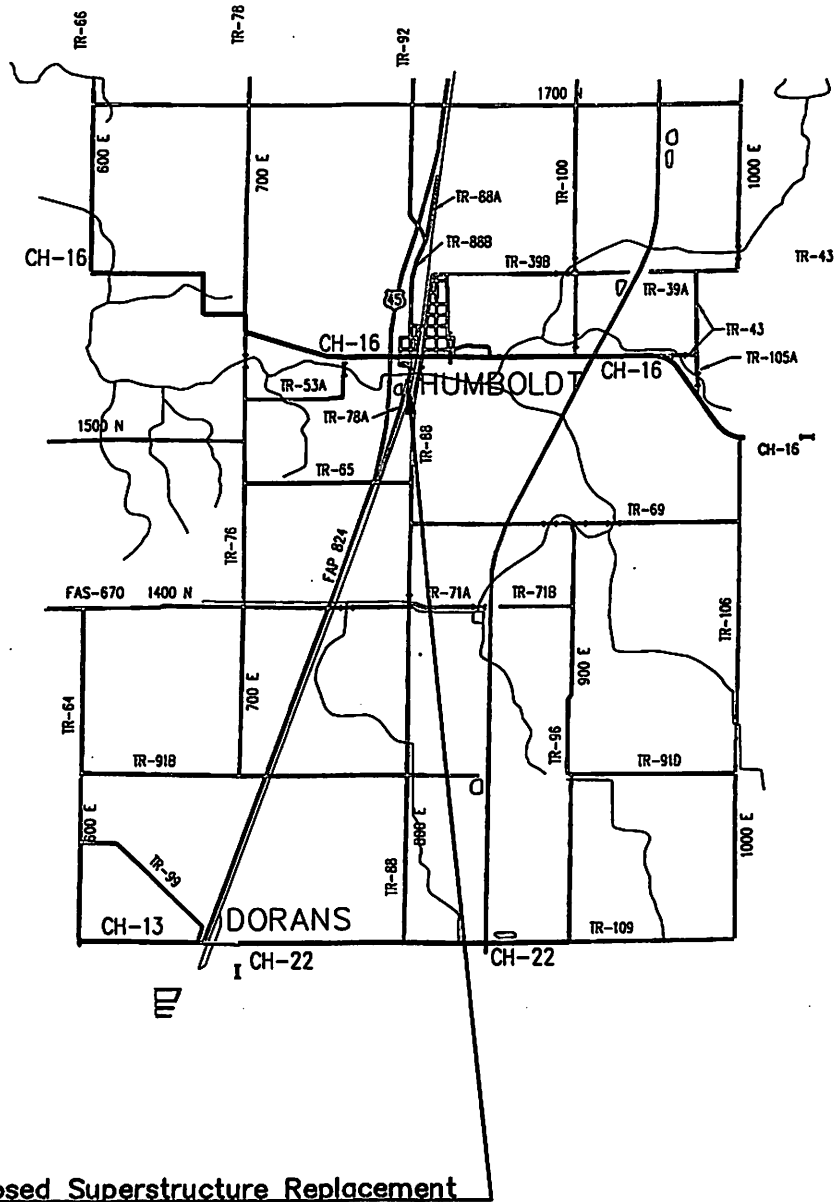
By: _____
Township Clerk

Location Map

Humboldt Township

TR-78A (800E)

24-04138-00-BR



Proposed Superstructure Replacement
TR-78A
Structure No. 015-3095

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") made by and between SARAH BUSH LINCOLN HEALTH SYSTEM, as Lessor, and the COUNTY OF COLES, as Lessee, (hereinafter "the Parties"),

WITNESSETH:

WHEREAS, the main campus of Sarah Bush Lincoln Health System is in a centralized location of Coles County that would benefit the Coles County Sheriff's Office for purposes of convenient additional office space; and

WHEREAS, the Parties agree that the presence of representatives from the Coles County Sheriff's Office on the main campus of Sarah Bush Lincoln Health System located in Coles County would be beneficial to the employees of Sarah Bush Lincoln Health System, and the citizens of Coles County and the surrounding area who seek care on the main campus of Sarah Bush Lincoln Health System; and

WHEREAS, Sarah Bush Lincoln Health System has agreed to provide suitable office space to allow representatives of the Coles County Sheriff's Office to perform various administrative tasks commonly associated with the work of law enforcement officials; and

WHEREAS, Sarah Bush Lincoln Health System shall include in the office space a desk, seating, and other items that the Parties agree may be appropriate; and

WHEREAS, the Parties agree that this Lease Agreement is not intended to, and does not, create any obligations upon either of the parties including but not limited to tenancy, liability, duty to act, or duration and does not create a duty on the Coles County Sheriff's representatives to respond to security calls or provide law enforcement services or police protection to Sarah Bush Lincoln Health System except as is generally provided to citizens and entities within Coles County upon emergency call and dispatch; and

WHEREAS, the Parties agree this Lease Agreement may be terminated upon 24 hours written notice by either Party.

WHEREFORE, in consideration of the mutual covenants herein made by the Parties, and for other good and valuable consideration, upon execution of this Lease Agreement and by payment of TEN DOLLARS (\$10.00) per annum by the County of Coles to Sarah Bush Lincoln Health System, the Coles County Sheriff's Office will occupy office space designated by Sarah Bush Lincoln Health System at various times and for various durations.

Sarah Bush Lincoln Health System Representative

Date

Print Name and Title

Darrell Cox, Chairman
Coles County Board

Date