

**COLES COUNTY BOARD**  
**Regular Meeting**  
**January 14, 2025**

The regular meeting of the Coles County Board was called to order at 6:00 p.m. with the following members present, Bob Bennett, Mike Clayton, John Doty, Jeremy Doughty, Tad Freezeland, Gail Mason, Thomas Royal, Rick Shook, Michael Watts with Chairman Darrell Cox presiding. Absent was member Nancy Purdy.

Invocation was given by Mike Clayton  
Moment of Silent Reflection  
Pledge to the Flag

**PRESENTATION- DENISE CORRAY**

Chairman Darrell Cox presented a plaque to Denise Corray for her years of service on the Coles County Board.

**PUBLIC COMMENT**

Charles Stodden      Tom Sherman

**APPROVAL OF THE COUNTY BOARD MINUTES**

Motion by Watts, seconded by Doughty to approve the County Board Minutes dated December 10, 2024, with the consent of the County Board.

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

**APPOINTMENT TO THE COLES COUNTY BOARD – DAVID JOHNSON**

Motion by Cox to appoint David Johnson to the County Board – District #9 with the consent of the County Board

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

**RESOLUTION: TAX SALE 2020-90032**

For a copy of the resolution see page 6734

Motion by Clayton, seconded by Freezeland

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland,  
Johnson, Mason, Royal, Shook, Watts (11)  
NAYS: None (0)  
ABSENT: Purdy (1)

**RES: TO RETURN ARPA FUNDS- SHERIFF'S DEPARTMENT**

For a copy see page 6735

Motion by Bennett, seconded by Mason

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland,  
Johnson, Mason, Royal, Shook, Watts (11)  
NAYS: None (0)  
ABSENT: Purdy (1)

**REQUESTING APPROVAL OF HLR ENGINEERING FOR PURPOSE OF REVIEW OF  
WECS ADVISEMENT AND PUBLIC HEARING**

For a copy see pages 6736 - 3746

Motion by Watts, seconded by Freezeland

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland,  
Johnson, Mason, Royal, Shook, Watts (11)  
NAYS: None (0)  
ABSENT: Purdy (1)

**APPROVAL OF BILLS - COLES COUNTY**

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

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland,  
Johnson, Mason, Royal, Shook, Watts (11)  
NAYS: None (0)  
ABSENT: Purdy (1)

**ANNOUNCEMENT OF APPOINTMENTS**

1. One appointment to the 708 Mental Health Board

**ADJOURNED**

Upon motion by Doty, seconded by Bennett, the Coles County Board was adjourned at 6:30 p.m. with the consent of the County Board.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland,  
Johnson, Mason, Royal, Shook, Watts (11)

NAYS: None (0)

ABSENT: Purdy (1)

ATTEST:

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

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;

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: 11240981  
1992 REDMON 980 SqFt  
MH PARK: UNIV

PERMANENT PARCEL NUMBER: 02-C-UNIV-00212

As described in certificate(s): 202090032 sold on October 21, 2021

Commonly known as: 618 W ELM AVE LOT # 212

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Dave & Kim Hackett, has paid \$1,481.41 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$728.00 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$110.00 for cancellation of Certificate(s), the Tax Liquidation Fund shall receive \$72.85 to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the Agent under his contract for services.

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, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described mobile home for the sum of \$728.00 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

SURRENDER

01-25-001

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 \$55,000.00 was awarded to the Coles County Sheriff’s Department for the purchase of squad cars. At this time, the purchase is complete and the Coles County Sheriff would like to return \$536.00.

**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 \$536.00 shall be returned to the ARPA fund from the Coles County Sheriff’s Department squad car grant.

DATED THIS 14th day of January, 2025

ATTEST:

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

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





**Service Agreement  
 January 14, 2025**

Mr. Darrell Cox  
 County Board Chair  
 Coles County Board Office  
 651 Jackson Ave., Rm. 326  
 Charleston, IL 61920

RE: Engineering Service Proposal  
 Wind Power Application Review  
 Coles County, IL

Dear Mr. Cox,

Thank you for the opportunity to provide you with this proposal. We have prepared this letter to serve as an agreement between Coles County (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for engineering services to be provided relative to development and construction of the above referenced wind development. The consultant shall complete the detailed Scope of Services included below. We look forward to working with you on this project.

**SCOPE OF SERVICES**

The Client and Consultant agree to the following list of services the Consultant will provide the Client:

- Assist the Client in reviewing all documents associated with the Coles Wind Development application process.

All services shall meet the approval of the Coles County Board.

**COMPENSATION**

**Billing Terms**

For our services we will be compensated at the following attached hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses, like direct expenses required to complete the scope of services, courthouse copy fees, recording fees and out of office title work, will be reimbursed at our actual cost.

**Payment Terms**

Payment for our services will be made on a monthly schedule with the understanding that interest at the rate of 1.5% per month, 18% per annum, will be charged and due on all invoices 30 days or more overdue. In addition, we reserve the right to stop our services on the project if any invoice is over 30

1707 N. Randall Road, Suite 100  
 380 Shepard Drive  
 Elgin, Illinois 60123-7010  
 Tel. 847.697.6700  
 Fax 847.697.6753

380 N. Terra Cotta Road  
 Unit G  
 Crystal Lake, Illinois 60014  
 Tel. 847.697.6700  
 Fax 847.697.6753

3085 Stevenson Drive  
 Suite 201  
 Springfield, Illinois 62703  
 Tel. 217.546.3400  
 Fax 217.546.8116

323 West 3<sup>rd</sup> Street  
 P.O. Box 160  
 Mt Carmel, Illinois 62863  
 Tel. 618.262.8651  
 Fax 618.263.3327



Service Agreement  
 January 14, 2025

Mr. Darrell Cox  
 County Board Chair  
 Coles County Board Office  
 651 Jackson Ave., Rm. 326  
 Charleston, IL 61920

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days old. In the event legal services are required to collect our fee, the cost for legal services incurred by our firm will be paid by the Client.

If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

## **GENERAL TERMS AND CONDITIONS**

### **Assignment**

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

### **Corporate Protection**

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

### **Entire Agreement**

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

### **Governing Law and Jurisdiction**

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

### **Hazardous Materials – Suspension of Services**



Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

### **Indemnification**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### **Ownership of Instruments of Service**

The Client acknowledges the Consultant's documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants against any damages, liabilities, or costs, arising from the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

### **Right of Entry**

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold

January 14, 2025

harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

**Termination**

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

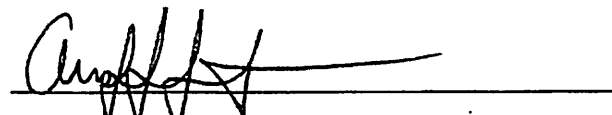
If this agreement meets the approval of the client, Coles County, please sign and date where indicated below and return one (1) copy for our file. If you have questions on any of the above, please do not hesitate to call me.

Yours truly,

**Hampton, Lenzini and Renwick, Inc.**



Ben Bland, P.E.



Austin Ridgely PLS, Vice-President

**ACCEPTANCE**

The terms and conditions of this letter agreement are hereby accepted by the Coles County for the engineering services set forth above.

\_\_\_\_\_

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

Signature

Darrell Cox, County Board Chair

Printed Name and Title

2025 hourly rates

Employee Classification	Billing Rate	Principal
\$	245.00	
Engineer 6	\$ 230.00	
Engineer 5	\$ 210.00	
Engineer 4	\$ 200.00	
Engineer 3	\$ 185.00	
Engineer 2	\$ 155.00	
Engineer 1	\$ 135.00	
Structural 2	\$ 245.00	
Structural 1	\$ 210.00	
Technician 3	\$ 175.00	
Technician 2	\$ 145.00	
Technician 1	\$ 120.00	
Intern/Temporary	\$ 75.00	
Land Acquisition	\$ 185.00	
Survey 2	\$ 190.00	
Survey 1	\$ 135.00	
Environmental 3	\$ 200.00	
Environmental 2	\$ 150.00	
Environmental 1	\$ 120.00	
Administration 2	\$ 160.00	
Administration 1	\$ 105.00	

Note overtime rates will be charge out at 1.5x the above base rates for hourly employees.

Rates are good thru December 31<sup>st</sup> 2025 and will be updated January 1<sup>st</sup> of every year.

January 10, 2025

**ENGAGEMENT AGREEMENT**

**Via Email:** [rparker@co.coles.il.us](mailto:rparker@co.coles.il.us) and [jdanley@co.coles.il.us](mailto:jdanley@co.coles.il.us)

Jesse Danley, State's Attorney  
 Coles County  
 651 Jackson Ave., #330  
 Charleston, IL

**In Re: Wind Farm Representation for Coles County**

Dear Mr. Danley:



We are pleased that you are considering engaging Heyl Royster to serve as legal counsel for Coles County. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent Coles County regarding other matters, we would need a separate engagement agreement. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation.

1. **Scope of Representation:** You are seeking to engage our firm to represent Coles County regarding an upcoming wind farm permit request and associated actions.
2. **Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.
3. **Assignment Within Firm.** This matter will be handled primarily by Andrew Keyt (partner), Alex Rives (associate) and Brian Tuck (paralegal). Other individuals may assist with the case from time to time, including lawyers, paralegals, law clerks, and secretaries. We retain the right to reassign the work on the file to any attorney in our firm, subject to the parameters of our appointment. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys or others, please contact us to discuss these issues.
4. **Fees and Billing Statements:** Fees for our services will be based on the reasonable value for those services as determined in accordance with the American Bar Association and Illinois Rules of Professional Conduct. Such fees will be based

primarily on our hourly billing rates; billing rates differ, depending generally on the attorney's experience and years of practice, and the firm adjusts these rates from time to time.

On the basis of our time, our charges are as follows:

\$425 per hour for the services of Andrew J. Keyt, Partner or other Partners; and

\$300 per hour for the services of an Associate; and

\$150 per hour for the services of a Paralegal.

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will notify you of such adjustments should they be necessary.

We will submit a bill to Coles County every thirty (30) days. Our billing statements are due and payable upon presentation and are overdue if not paid within thirty (30) days.

Coles County is responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" and "Late Payment and Failure to Pay" provisions of this agreement for further information.

We will submit a bill to you for expenses every thirty (30) days. Our billing statements are due and payable upon presentation and are overdue if not paid within thirty (30) days of issuance.

**5. Retainer:** No retainer is required.

**6. Additional Related Proceedings:** If as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons, Coles County agrees to pay our fees and the costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates).

**7. Expenses:** In the course of rendering services to Coles County, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, expert fees, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to Coles County. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.



Expense items incurred on your behalf will be itemized separately and listed on our billing statements. Third-party expenses may also be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**8. Withdrawal of Attorney:** Coles County understands and expressly agrees that our firm may withdraw from representation of Coles County at any time if they fail to honor the fee arrangement therein set forth including, but not limited to, payment of fees and expenses on a timely basis; fails to cooperate in the preparation of the case; fails to make a full and complete disclosure of the facts and circumstances relating to the case; or otherwise takes any action which impedes the ability of our firm to provide adequate and ethical representation.

**9. Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the "Scope of Representation" and "Limited Scope of Representation" sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure Coles County's position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

**10. Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately unless in our sole discretion it impairs your position (in which case we will continue work as long as is appropriate). You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until we cease work.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if there is a breach to any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, if there exists at any time any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate, or if our attorney/client relationship should break down, or if you have not paid our bill within thirty (30) days of issuance.

If we elect to terminate our representation, Coles County will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any



further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, Coles County agrees to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**11. No Guarantee of Success:** It is expressly acknowledged by Coles County that this law firm has not made any warranties or representations to you, nor have we given Coles County any assurances as to the favorable outcome of any legal matter. All of this law firm's expressions relative to this matter are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent Coles County in this matter.

By signing this agreement, Coles County confirms that its authorized representative has read this engagement agreement, understands its provisions, and agrees to abide by it. As signing this on behalf of Coles County, you warrant that you have authority to sign for and bind the entity to this engagement agreement and have sought and received the necessary authority to do so.

Very truly yours,

HEYL, ROYSTER, VOELKER & ALLEN



By:  
Andrew J. Keyt  
Attorney at Law  
P.O. Box 6199  
Peoria, IL 61601-6199  
Telephone: 309-676-0400  
Facsimile: 309-420-0402  
[akeyt@heyloyster.com](mailto:akeyt@heyloyster.com)  
AJK/kay



ACKNOWLEDGED AND AGREED TO:

COLES COUNTY

\_\_\_\_\_  
Jesse Danley  
Coles County State's Attorney

