COLES COUNTY BOARD
REGULAR MEETING
JULY 8, 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, David Johnson, Nancy Purdy, Tom Royal, Rick Shook, Michael Watts, Bristole Zimmerman with Chairman Darrell Cox presiding.

Invocation was given by David Johnson
Moment of Silent Reflection
Pledge to the Flag

PUBLIC COMMENT

Tom Sherman Cindy Shepherd

APPROVAL OF THE PUBLIC HEARING MEETINGS - WIND

For a copy of the hearing minutes see pages 7104 - 7106

For a copy of the Hearing Application, Hearing transcripts, and exhibits contact the County Board Office or the Regional Planning Office.

Motion was made by Watts, seconded by Doty to approve the Public Hearing meetings, with the consent of the County Board.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

APPROVAL OF THE COUNTY BOARD MINUTES

Motion by Freezeland, seconded by Johnson to approve the County Board Minutes for June 10, 2025, with the consent of the County Board.

Ayes: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

RE-APPOINTMENTS TO THE EMERGENCY TELEPHONE SYSTEM BOARD (9-1-1)

Motion was made by Shook, seconded by Doughty to re-appoint Sam Gaines until June, 2027, and Kenneth Graven until June 2028, to the Emergency Telephone System Board with the consent of the County Board.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman 12
NAYS: None (0)
ABSENT: None (0)

RESOLUTION HOLIDAY CALENDAR

For a copy of the resolution see page(s) 7107

Upon motion by Clayton, seconded by Royal

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

CONTRACT WITH GRUNLOH – CHANGE ORDER

For a copy of the contract change order see page(s) 7108 - 7109

Upon motion by Bennett, seconded by Purdy

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

RESOLUTION SALARY ADJUSTMENT FOR PUBLIC DEFENDER & SHERIFF

For a copy of the resolution see page(s) 7110

Upon motion by Watts, seconded by Clayton

AYES: Bennett, Clayton, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Watts, Zimmerman (10)
NAYS: Shook, Cox (2)
ABSENT: None (0)

RESOLUTION TO UTILIZE SPECIAL ASSISTANT STATE'S ATTORNEY

For a copy of the resolution see page(s) 7111

Upon motion by Purdy, seconded by Royal

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

APPROVAL OF COLES COUNTY PLANNING & DEVELOPMENT COMMITTEE PUBLIC HEARING RULES GOVERNING SOLAR FARM APPLICATION HEARINGS GLACIER MORAINE (AS AMENDED)

For a copy of the Hearing Rules see page(s) 7112 - 7116

Upon motion by Watts, seconded by Freezeland

AYES: Bennett, Cox, Doty, Freezeland, Royal, Shook, Watts, Zimmerman (8)
NAYS: Clayton, Doughty, Johnson, Purdy (4)
ABSENT: None (0)

ADOPTING THE COLES COUNTY MULTI-HAZARD MITIGATION PLAN

For a copy see page(s) 7117

Motion by Watts, seconded by Doty

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

RESOLUTION TO AWARD
SECTION 25-00203-00-GM
BENIACH CONSTRICTION COMPANY, INC

For a copy of the resolution see page(s) 7118

Motion by Doty, seconded by Bennett

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

AGREEMENT CONCERNING REIMBURSEMENT AND SHARING OF CERTAIN COST RELATED TO THE COLES WIND PROJECT (APEX)

For a copy of the agreement see page(s) 7119 - 7122

Motion by Doty, seconded by Watts

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

APPROVAL OF COLES COUNTY BILLS

Upon motion by Bennett, seconded by Clayton to approve the payment of the Coles County bills, with the consent of the County Board.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

ANNOUNCEMENT OF APPOINTMENTS

1. One appt. to the 911 Board
2. One appt. to the North Fork Conservancy District

ADJOURNMENT

Upon motion by Doty, seconded by Royal the Coles County Board was adjourned at 7:10 p.m. with the consent of the County Board.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

ATTEST:

_____ County Clerk

COLES COUNTY, ILLINOIS
PLANNING & DEVELOPMENT COMMITTEE

MARCH 17, 2025
(RECESSED TO: MARCH 19, 2025; APRIL 10, 2025; APRIL 14, 2025; APRIL 15, 2025; APRIL 16, 2025; APRIL 17, 2025; APRIL 22. 2025; APRIL 23, 2025; APRIL 24, 2025; MAY 19, 2025; MAY 20, 2025; JUNE 9, 2025; AND JUNE 11, 2025)

COLES COUNTY COURTHOUSE
COURTROOM 1
651 JACKSON AVENUE
CHARLESTON, ILLINOIS

MEETING MINUTES
RE: APPLICATION FOR COMMERCIAL WIND ENERGY FACILITY OF COLES WIND, LLC

1. **Call to Order:**
   The meeting was called to order at approximately 6:34 pm on March 17, 2025

2. **Pledge of Allegiance:**
   The Pledge of Allegiance was held.

3. **Roll Call:**
   Members of the Committee attended as reflected in the stenographic record.

4. **Identification of the application and project overview by counsel for Coles County:**
   The Application was identified by counsel for Coles County, Andrew Keyt.

5. **Introduction of the Public Hearing Moderator by the Chairperson:**
   The Public Hearing Moderator (Scott Kains) was introduced by the Chairperson.

6. **Reading of the rules and procedures of public hearing by the Public Hearing Moderator:**
   Rules and procedures of the public hearing were read into the record by the Public Hearing Moderator, Scott Kains.

7. **Evidence from the applicant:** See stenographic record attached hereto.

8. **Evidence from persons in favor of the application:** See stenographic record attached hereto.

9. **Evidence from licensed attorneys representing interested parties in opposition to the application:** See stenographic record attached hereto.

10. **Evidence from persons opposed to the application, but unrepresented by a licensed attorney:**
    See stenographic record attached hereto.

04

11. **Evidence from persons who are neutral on the application:** See stenographic record attached hereto.

12. **Identification and reading of written comments regarding the application:** See stenographic record attached hereto.

13. **Evidence from Coles County staff and consultants:** See stenographic record attached hereto.

14. **Public Comment:** See stenographic record attached hereto.

15. **Closing statements by counsel for Applicant:** See stenographic record attached hereto.

16. **Closing statement by Objectors:** See stenographic record attached hereto.

17. **Rebuttal by counsel for Applicant:** See stenographic record attached hereto.

18. **Closing of Evidence:** See stenographic record attached hereto.

19. **Consider, discuss and vote on application of Coles Wind, LLC to construct and operate a commercial wind energy facility of 62 wind turbine locations and supporting facilities with an approximate nameplate capacity of 311 MW. Action items include findings of fact and recommendations to be forwarded to the Coles County Board.**

    A. Attorney Keyt reviewed with the Committee a draft set of Findings of Fact. The discussion is reflected in the stenographic record. Motion to approve the Findings of Fact made by Committee Member Cox and seconded by Committee Member Freezeland. The passed by a vote of four ayes and zero nays.

    B. Attorney Keyt reviewed with the Committee a draft set of conditions related to the application. The discussion and amendments to the draft conditions is reflected in the stenographic record. A Motion to approve the conditions with amendments made by Committee Member Clayton and seconded by Committee Member Freezeland. The motion passed by a vote of four ayes and zero nays.

    C. Attorney Keyt discussed the final action item, a recommendation. The stenographic record reflects the discussion. Motion to recommend approval of the application of Coles Wind, LLC to construct and operate a commercial wind energy facility subject to recommended conditions to the full County Board made by Committee Member Freezeland and seconded by Committee Member Clayton. The motion passed by a vote of four ayes and zero nays.

20. Motion to adjourn was made by Committee Member Cox and seconded by Committee Member Clayton. The Motion passed by a vote of four ayes and zero nays. Whereupon the meeting adjourned on 6/12/2025 at approximately 12:00 am.

Respectfully submitted by: Andrew Keyt, as special assistant to the Coles County State's Attorney

_____
Date

_____
Chairperson, Coles County Planning & Development Committee

_____
Attest:

State of Illinois)
)
County of Coles)

HOLIDAY CALENDAR FOR 2026

BE IT RESOLVED by the County Board of Coles County, Illinois that the following dates are designated as holidays for the year 2026:

Thursday, January 1, 2026	New Year's Day
Monday, January 19, 2026	Martin Luther King, Jr. Day
Thursday, February 12, 2026	Lincoln's Birthday
Monday, February 16, 2026	Washington's Day
Friday, April 3, 2026	Good Friday
Monday, May 25, 2026	Memorial Day
Friday, June 19, 2026	Juneteenth Independence Day
Friday, July 3, 2026	Independence Day (observed)
Monday, September 7, 2026	Labor Day
Monday, October 12, 2026	Columbus Day
Wednesday, November 11, 2026	Veterans Day
Thursday, November 26, 2026	Thanksgiving Day
Friday, November 27, 2026	Day Following Thanksgiving Day
Thursday, December 24, 2026	Christmas Eve (½ day afternoon)
Friday, December 25, 2026	Christmas Day

DATED this ___ day of _____, 2025.

ATTEST:

_____Clerk

_____Chairman

CONTRACT CHANGE ORDER

Remodel & Addition For:
JOB: Coles County Jail

CHANGE ORDER NO. #1 Revised

CONTRACT JOB NO.

DATE: 2/28/2025

FOR: Coles County Board
651 Jackson Avenue
Charleston, Il. 61920

TO: Grunloh Construction Inc.
101 West Temple Avenue
Effingham, Il 62401

REVISED CONTRACT AMOUNT	
PREVIOUS CONTRACT AMOUNT	$ 1,391,000.00
AMOUNT OF THIS ORDER (-)	$ 38,230.95
TOTAL CONTRACT & EXTRAS	$ 1,429,230.95

Item No. 1
Eliminate labor & material cost for exterior window from Jail Admin. Office 108

DEDUCT $ 2,157.00

Item No. 2
Eliminate labor & material cost for toilet / sink combo unit & floor drain @ Counsel #1

DEDUCT $ 6,959.59

Item No. 3
Eliminate labor & material cost for towel and soap dispenser at Exam Area #103

DEDUCT $ 320.00

Item No. 4
Provide labor & material cost to add locks for all drawer and cabinet doors at Nurse #110 Casework. Also verify there will not be any ledges under the counter top and that all under counter top cabinets have a full finished end and caulk all sides

ADD $ 250.00

Item No. 5
Provide labor and material cost for (9) nine steel bed frames per plan attached G.C. to also provide cost to install (4) four existing bed frames.

ADD $ 7,942.00

Item No. 6
Provide labor & materials for non-electrified detention hardware – (10) 82 Series Mechanical locks; (5) 86 Series Mechanical Locks; (45) 4 ½" Detention Hinges; (2) Raised Pulls; (5) Concealed Overhead Closers.

ADD $ 8,000

Item No. 7
Provide labor and materials for Detention Door Food Pass-through's; Access panel hinges & locks ADD $ 28,000

SUB-TOTAL ADD $ 34,755.41

Item No. 8
Grunloh Construction Inc. OH&P – 10% ADD $ 3,475.54

TOTAL ADJUSTMENTS THIS CHANGE ORDER ADD $ 38,230.95

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract

CHANGES APPROVED

COLES COUNTY BOARD

By _____ Date: _____

GRUNLOH CONSTRUCTION GCI

By Anthony Michael Date: 4/30/25

AMOUNT OF ORIGINAL CONTRACT $ 1,319,000.00

CHANGE NO. #1 Revised

UTZ & ASSOCIATES ARCHITECTS, P.C.

By _____ Date: 4/30/25

State of Illinois)
)
County of Coles)

RESOLUTION RE: SALARY ADJUSTMENT FOR PUBLIC DEFENDER & SHERIFF

WHEREAS, the Cost of Living Adjustment (COLA) has increased for the State's Attorneys salaries by 6.1%; and

WHEREAS, the State of Illinois requires an increase to the Coles County Public Defender and Coles County Sheriff, based on this COLA; and

NOW, THEREFORE BE IT RESOLVED that the Coles County Board adjust salaries of the following County Officials as follows:

Public Defender	As of 7-1-25	$197,393.06
Sheriff	As of 7-1-25	$175,460.50

DATED this ___ day of _____, 20____.

ATTEST:

_____Clerk

_____Chairman

State of Illinois)
) SS
County of Coles)

RESOLUTION TO UTILIZE SPECIAL ASSISTANT STATE'S ATTORNEY

WHEREAS, the County of Coles has been subject to protracted litigation in the matter of *Eads et al v. Coles County*, originally filed in the Coles County Circuit Court as case No. 2023-MR-58; and

WHEREAS, said cause was resolved in favor of Coles County and against Plaintiffs; and

WHEREAS, appeal has been filed in the Fifth District Appellate Court No. 5-24-1184; and

WHEREAS, this appeal involves complex legal issues requiring specific expertise in governmental and constitutional law, and requires extensive amounts of time; and

WHEREAS, the Coles County State's Attorney pursuant to 55 ILCS 5/4-2003(b), has determined that the public interest requires the appointment of Special Assistant State's Attorneys to assist in the handling of the appeal; and

WHEREAS, the law firm of Heyl, Royster, Voelker & Allen, P.C. possess the qualifications and experience necessary to provide such legal representation and has agreed to represent the interest of Coles County in this matter at a rate not to exceed $260.00 per hour for partners and $225.00 per hour for associates.

WHEREAS, the appointment of Heyl, Royster, Voelker & Allen, P.C. as Special Assistant State's Attorneys is necessary and in the best interests of the citizens of Coles County.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois: That the appointment of Special Assistant State's Attorneys as requested by the Coles County State's Attorney is hereby approved. The law firm of Heyl, Royster, Voelker & Allen, P.C. is to be utilized as Special Assistant State's Attorneys for the limited purpose of representing Coles County in the appellate proceedings stemming from *Eads et al. v. Coles County*, Coles County Circuit Court Case No. 2023-MR-58 Appellate Fifth District No. 5-24-1184. This Resolution shall cover any acts of representation in this matter from the date of the filing of the appeal.

BE IT FURTHER RESOLVED that the Law Office of Heyl, Royster, Voelker & Allen, P.C. shall be hired as stated above, at the hourly rate not to exceed $260.00 per hour for partners and $225.00 per hour for associates.

Dated this 8th day of July, 2025.

ATTEST: _____ CHAIRMAN

_____
CLERK

COLES COUNTY, ILLINOIS
COLES COUNTY PLANNING & DEVLOPMENT COMMITTEE
PUBLIC HEARING RULES GOVERNING SOLAR FARM APPLICATION HEARINGS

Order of Public Hearing:[1]

1. Meeting called to order.

2. Pledge of Allegiance.

3. Roll Call of Planning & Development Committee Members.

4. Identification of the application and project overview by counsel for Coles County

    a. Coles County counsel will identify the application and the applicant for which the hearing has been set, including a general description of the proposed solar energy conversion system, and the areas in which such system is proposed to be developed.

    b. Coles County counsel will provide confirmation that the necessary fees have been paid by the applicant, and that the notice of the public hearing has been published and mailed in accordance with law.

5. Introduction of the Public Hearing Moderator by the Chairperson.[2]

6. Readings of the rules and procedures of public hearings by the Public Hearing Moderator.

7. Evidence from the applicant [3]

    a. Applicant shall present testimony and evidence. Each of the applicant's witnesses shall remain present for questioning by the Planning & Development Committee or others, until such time as the witness is excused by the Chairperson.

    b. Members of the Planning & Development Committee shall have the opportunity to question the applicant's witnesses providing testimony. The Planning & Development Committee members may, in the discretion of the Chairperson, ask questions at any time during the hearing.

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[1] The order denoted herein may be adjusted in the reasonable discretion of the Chair or Hearing Moderator.
[2] The Hearing Moderator will assume the allowed duties of the Chair for the duration of the hearing.

[3] Witnesses may be presented individually or as a panel at the discretion of the Public Hearing Moderator/Planning & Development Committee

c. All persons present shall have the opportunity to question the applicant's witnesses and evidence in the following order:

    i. Coles County Planning & Development Committee members;

    ii. Units of local government, including school districts;

    iii. Interested parties represented by licensed attorneys;

    iv. Other interested parties including members of the public;

    v. Coles County staff and consultants; and

    vi. Follow-up questions from Committee members.

8. Evidence from persons in favor of the application

    a. Repeat order of questioning denoted in 7(a)-7(c).

9. Evidence from licensed attorneys representing interested parties in opposition to the application.

    a. Repeat order of questioning denoted in 7(a)-7(c).

10. Evidence from persons opposed to the application, but unrepresented by a licensed attorney.

    a. Repeat order of questioning denoted in 7(a)-7(c).

11. Evidence from persons who are neutral on the application.

    a. Repeat order of questioning denoted in 7(a)-7(c).

12. Identification of written comments and entry into record regarding the application.

13. Evidence from Coles County staff and consultants.

    a. Repeat order of questioning denoted in 7(a)-7(c).

14. Public Comment. (NOTE: public comment is not evidence and will not be considered by the Committee or County Board in rendering a decision on the application).

    a. Time Limit – 3 minutes per person.

15. County may recall any witness that has testified for further information/evidence at any time.

16. Closing statements by counsel for Applicant.

    a. Introduction of new evidence is precluded.

17. Closing statement by Objectors (if any).

    a. Introduction of new evidence is precluded.

18. Rebuttal by counsel for Applicant.

    a. Rebuttal limited to rebuttal of closing statement(s) by Objector(s).

19. Closing of Evidence

20. Deliberations and Votes

    a. Findings of Fact (consider, discuss and vote)
    b. Conditions (consider, discuss and vote)
    c. Recommendation to full County Board (consider, discuss and vote)

21. Adjournment.

COLES COUNTY PLANNING & DEVELOPMENT COMMITTEE PUBLIC HEARING RULES

1. These provisions shall govern procedures of the public hearings before the Coles County Planning & Development Committee concerning solar energy conversion systems. The Chairperson and the Planning & Development Committee may modify these procedures in their reasonable discretion.

2. A court reporter shall be present at every hearing and voting meeting in order to provide a transcript of the proceedings. Transcripts will be prepared by the court reporter and sent to the Planning & Development Committee. Costs for all transcripts of hearings or voting meetings before the Planning & Development Committee shall be borne by the applicant, and the cost of the transcripts shall be paid directly to the court reporting service.

3. The hearing shall occur on the date and time set forth in the published notice. All necessary additional hearing dates shall be scheduled at the discretion of the Planning & Development Committee.

4. The Chairperson or acting Chairperson (including Hearing Moderator) of the Planning & Development Committee shall preside at the public hearings of the Planning & Development Committee. The Chairperson shall have the authority to control the hearing proceedings, and may determine time limits, schedule the appearance of witnesses and require their appearance on dates set forth in the scheduling order, restrict witnesses from testifying for failure to appear on the date scheduled for that witness' testimony, adopt reasonable limits upon the questioning of witnesses by the applicant and interested parties, and take other action deemed reasonably necessary by the Chairperson in order to conduct the hearing in an orderly, efficient and professional manner.

5. The hearing before the Planning & Development Committee shall not be governed by, and the Planning & Development Committee shall not be bound by, the strict rules of evidence. The Planning & Development Committee may exclude irrelevant material and unduly repetitious testimony, and any other testimony or evidence that in the discretion of the Chairperson and Planning & Development Committee is not pertinent to the proceedings. Tactics designed to delay the proceedings are not permitted.

6. All witnesses shall testify under oath.

7. At the discretion of the Chairperson, Planning & Development Committee members shall be permitted to question witnesses at any time during the hearing and Planning & Development Committee members may request that additional information or evidence be presented to them during the hearing.

8. Public hearings may be held by less than a quorum of the Planning & Development Committee.

9. The discretion to admit testimony, documents or other evidence lies solely within the discretion of the Hearing Moderator. The determination of qualifications of an expert shall be within the discretion of the Hearing Moderator. Expert witnesses must be adequately demonstrate their

qualifications prior to rendering an opinion on a matter. All studies relied upon in a expert's written submissions must be disclosed.

10. The Planning & Development Committee shall transmit its findings and recommendations to the County Board in written form.

11. Audience members must be seated and quiet, loitering in the hearing room is prohibited. Any person who is unruly, disrupts or attempts to disrupt the hearing or otherwise engages in inappropriate behavior will be expelled. Excessive applause, jeering or other commotion shall be considered disruptive.

12. Time Limits:

    a. Upon demonstration of expertise within a relevant field, expert witnesses are allowed 30 minutes to testify. Testimony shall be relevant to the application
    b. Non-expert witnesses who are residents of Coles County shall have 15 minutes to testify.
    c. Non-expert witnesses who are non-residents of Coles, Cumberland or shelby Counties shall have 5 minutes to testify.
    d. Cross examination of each witness by members of the public, or persons representing members of the public, shall be limited to 10 minutes per person and 30 minutes in total. Examination of each witness by the county board or county staff or consultants shall not be limited by time. The time limits on questions shall not apply to the County, including its staff, its attorneys, or its consultants.

END OF DOCUMENT

Resolution # _____

ADOPTING THE COLES COUNTY MULTI-HAZARD MITIGATION PLAN

WHEREAS, Coles County recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted multi-hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, Coles County participated jointly in the planning process with the other local units of government within the County to prepare a Multi-Hazard Mitigation Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Coles County Board hereby adopts the ColesCounty Multi-Hazard Mitigation Plan as an official plan; and

BE IT FURTHER RESOLVED that the Coles County Regional Planning office will submit on behalf of the participating municipalities the adopted Multi-Hazard Mitigation Agency for final review and approval.

ADOPTED THIS ____7th__ day of _July__ 2025.

_____
County Board Chair

_____
Attested by: County Clerk

RESOLUTION TO AWARD

Section 25-00203-00-GM

WHEREAS, a letting was held at the Coles County Highway Department on June 10, 2025, at the hour of 10:00 A.M. for the proposed aggregate shoulder placement on various county highways, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on May 27, 2025, and June 3, 2025, and the State's "Notice to Contractors Bulletin" on May 29, 2025, and June 5, 2025, and

WHEREAS bids were received from __1__ qualified contractor, and

WHEREAS, Beniach Construction Company, Inc., 307 S. Main Street, PO Box 20, Tuscola IL 61953, submitted the low bid in the amount of $ 112,361.78, and

WHEREAS the engineer's estimate for the said section was $ 118,375.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to Beniach Construction Company, Inc., 307 S. Main Street, PO Box 20, Tuscola IL 61953,

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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 __8th__ day of July 2025.

_____ (SEAL)
Julie Coe, County Clerk

Approved By:_____
Darrell Cox, County Board Chair

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 July 8, 2025 (the "***Effective Date***") by and between Apex Clean Energy Management, LLC, a Delaware limited liability company (the "***Developer***"); Coles County, Illinois (the "***County***"); 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 Parties desire to update their previous reimbursement agreement dated June 13, 2023 because the previous agreement has expired and there have been changes to the engineering consultant hired by the Road Authorities.

C. 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***").

D. The Road Authorities have advised the Developer that they will retain the engineering firm of HLR Engineering 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***").

E. 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.

F. 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. The Road Authorities may update the retained Attorney and Engineer by providing written notice to the Developer.

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 Seven Hickory Township Rd. District:

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

If to Morgan Township Rd. District:

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

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: _____
Scott Koziar, Chief Development Officer

COLES COUNTY, ILLINOIS

By: _____
Darrell Cox, County Board Chairman

Attest: _____
Julie Coe, County Clerk

MORGAN TOWNSHIP ROAD DISTRICT

By: _____
Ron Hungler, Highway Commissioner

SEVEN HICKORY TOWNSHIP ROAD DISTRICT

By: _____
Rick Madlem, Highway Commissioner