

COLES COUNTY BOARD
Regular Meeting
March 9, 2021

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Travis Coffey, Denise Corray, John Doty, Jeremy Doughty, Jeremy East, Gail Mason, Stan Metzger, Nancy Purdy, Rick Shook, and Michael Watts with Chairman Brandon Bell presiding. Absent was Darrell Cox.

Invocation was given by Jeremy Doughty

Moment of Silent Reflection

Pledge to the Flag

APPROVAL OF MINUTES

Motion by Shook, seconded by Watts to approve the Minutes for February 9, 2021.

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

APPOINTMENT TO THE EMERGENCY TELEPHONE SYSTEMS 9-1-1 BOARD
SAM GAINES

Appointment was made by Bell to appoint Sam Gaines to serve on the Emergency Telephone Systems 9-1-1-Board until June 2024 with the consent of the County Board.

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

APPOINTMENT TO DRAINAGE DISTRICT 1-B OF SEVEN HICKORY
DAVID BUMPUS

Appointment was made by Bell to appoint David Bumpus to serve on the Drainage District 1-B of Seven Hickory until September 2023 with the consent of the County Board.

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

TAX SALE RESOLUTIONS
Certificates 2014-90005, 2016-90033

For a copy of the resolutions see pages 4899 - 4900

Motion by Metzger, seconded by Shook

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

RESOLUTION: ANNUAL ABATEMENT ORDINANCE
General Obligation Bonds - Series 2019

For a copy of the resolution see pages 4901 - 4902

Motion by Metzger, seconded by East

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT
OF SECTION 5311 GRANT AGREEMENT

For a copy of the resolution see page 4903

Motion by Metzger, seconded by East

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

PUBLIC TRANSPORTATION APPLICATION ORDINANCE
ORDINANCE NUMBER 03-09-2021-001

For a copy of the ordinance see page 4904

Motion by Metzger, seconded by Doty

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

**RESOLUTION FOR IMPROVEMENT UNDER ILLINOIS HIGHWAY CODE W/USE
OF REBUILD ILLINOIS BOND FUNDS
HUMBOLDT TOWNSHIP FOR ENGINEERING AND CONSTRUCTION COSTS
(SECTION 21-04136-00-BR)**

For a copy of the ordinance see page 4905

Motion by Doty, seconded by Coffey

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

**AGREEMENT W/UPCHURCH GROUP FOR PRELIMINARY ENGINEERING
SERVICES ON A PROPOSED STRUCTURE REPLACEMENT ON TR-119A (1100 E)
IN HUMBOLDT TOWNSHIP (SECTION 19-10116-00-BR)**

For a copy of the agreement see pages 4906 - 4908

Motion by Doty, seconded by Watts

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

APPROVAL OF BILLS - COLES COUNTY

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

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

APPOINTMENTS

None

PUBLIC COMMENTS

James Dinaso	Les Combs	Rob Perry
Charles Stodden	Alex Walker	Rex Dukeman

ADJOURNED

Upon motion by Metzger, seconded by Purdy the Coles County Board was adjourned at 7:36 p.m. with the consent of the County Board.

AYES: Bell, Coffey, Corray, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Cox (1)

ATTEST:

_____ County Clerk

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:

211 W OAK

PERMANENT PARCEL NUMBER: 01-R-0000-01237

As described in certificate(s) : 201490005 sold November 2015

AND WHEREAS, pursuant to public auction sale, Seadet Dzabiri, Purchaser(s), has/have deposited the total sum of \$900.00 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 \$264.88 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 \$35.12 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 \$150.00 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 \$264.88, 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 by roll call vote 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:

1501 OLD STATE ROAD LOT #98

PERMANENT PARCEL NUMBER: 07-C-OSTV-00098

As described in certificate(s) : 201690033 sold October 2017

AND WHEREAS, pursuant to public auction sale, Seadet Dzabiri, Purchaser(s), has/have deposited the total sum of \$900.00 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 \$200.10 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 \$99.90 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 \$150.00 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 \$200.10, 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 by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

ANNUAL ABATEMENT ORDINANCE

ORDINANCE abating the tax hereto levied for the year 20___ to pay the principal of and interest on General Obligation Bonds (Alternate Revenue Source), Series 2019, of The County of Coles, Illinois.

WHEREAS, the County Board (the "*Board*") of The County of Coles, Illinois (the "*County*"), by ordinance adopted on the 8th day of October, 2019 (the "*Bond Ordinance*"), did provide for the issue of \$450,000 General Obligation Bonds (Alternate Revenue Source), Series 2019 (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the County hereby determines that funds are or will be available to pay the principal of and interest on the Bonds when due, so as to enable the abatement of the Pledged Taxes levied for the year 20___; and

WHEREAS, it is necessary and in the best interests of the County that the tax heretofore levied for the year 20___ to pay the principal of and interest on the Bonds be abated;

NOW, THEREFORE, Be It and It Is Hereby Ordained by the County Board of The County of Coles, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Abatement of Tax. The tax heretofore levied for the year 20___ in the Bond Ordinance is hereby abated in its entirety.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the County Clerk and ex-officio Clerk of the County Board shall file a certified copy hereof with the County Clerk of The County of Coles, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 20___ in accordance with the provisions hereof.

Section 4. Effective Date. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Approved _____, 20__.

Chairman of the County Board of
The County of Coles, Illinois

County Clerk and ex-officio Clerk of the
County Board of The County of Coles, Illinois

**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 2022 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 2022.

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 2022.

PRESENTED and ADOPTED this day of .

Signature of Authorized Official

Date

Attest

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Title

Coles County Board Chairman

Public Transportation Applicant Ordinance

ORDINANCE NUMBER: 03-09-2021-001

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

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Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
 Yes No

Resolution Type	Resolution Number	Section Number
Original		21-04136-00-BR

BE IT RESOLVED, by the Board of the County
Governing Body Type Local Public Agency Type
 of Coles County / Humboldt Township Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
TR 119A	NA			Tributary to Riley Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of
Preliminary engineering and construction costs for a proposed structure on TR 119A (1100N) in Humboldt Township.

2. That there is hereby appropriated the sum of Two Hundred Ninety Seven Thousand Nine Hundred Fifty Eight and 56/100 Dollars (\$297,958.56) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Julie Coe County Clerk in and for said County
Name of Clerk Local Public Agency Type Local Public Agency Type

of Coles County / Humboldt Township in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Board of Coles County / Humboldt Township at a meeting held on March 09, 2021
Governing Body Type Name of Local Public Agency Date


IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of March, 2021
Day Month, Year

(SEAL)

Clerk Signature _____ Date _____

Approved

Regional Engineer
 Department of Transportation _____ Date _____

Municipality Coles County Highway Dept	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name The Upchurch Group, Inc.
Township Humboldt				Address 123 N. 15 th Street
County Coles				City Mattoon
Section 21-04136-00-BR				State IL

THIS AGREEMENT is made and entered into this 9th day of March, 2021 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name County Road 1100N over Tributary to Riley Creek

Route TR 119A Length _____ Mi. 2100 FT (Structure No. N/A)

Termini 0.45 miles west of 1100E (CH 28) to 0.05 miles west of 1100E, Humboldt Township Along North Line of Sec 35 & South Line of Sec 26, T13N, R8E 3rd PM

Description: Phase 1 – Topographic Survey & Hydraulic Analysis for Bridge Replacement (Items 1a, 1b, & 1f), Phase 2 – Bridge plans and roadway approach work (Remaining items stipulated below)

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals

j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, 1j, 2, 3, 4, 5, and 6 in accordance with one of the following methods indicated by a check mark:

a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule.

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	10.00	
First \$50,000	10.00	%
Next \$50,000	7.75	%
Next \$100,00	6.50	%
Next \$200,000	5.60	%
Next \$200,000	5.20	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

c. On the basis of the following compensation formula:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], NOT TO EXCEED \$46,967 WITHOUT PRIOR AUTHORIZATION OF THE LA.

2. To pay for services stipulated in paragraphs 1d, 1i, & 1k of the ENGINEER AGREES at actual cost of performing such work plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1c. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Coles County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

County Board

Clerk

By _____

(Seal)

Title

Chairman, Coles County Board

Executed by the ENGINEER:

The Upchurch Group, Inc.

123 North 15th Street

ATTEST:

Mattoon, Illinois, 61920

By *Dan Hebeck*

By *Stan Searcy*

Title President

Title

Director of Civil Engineering

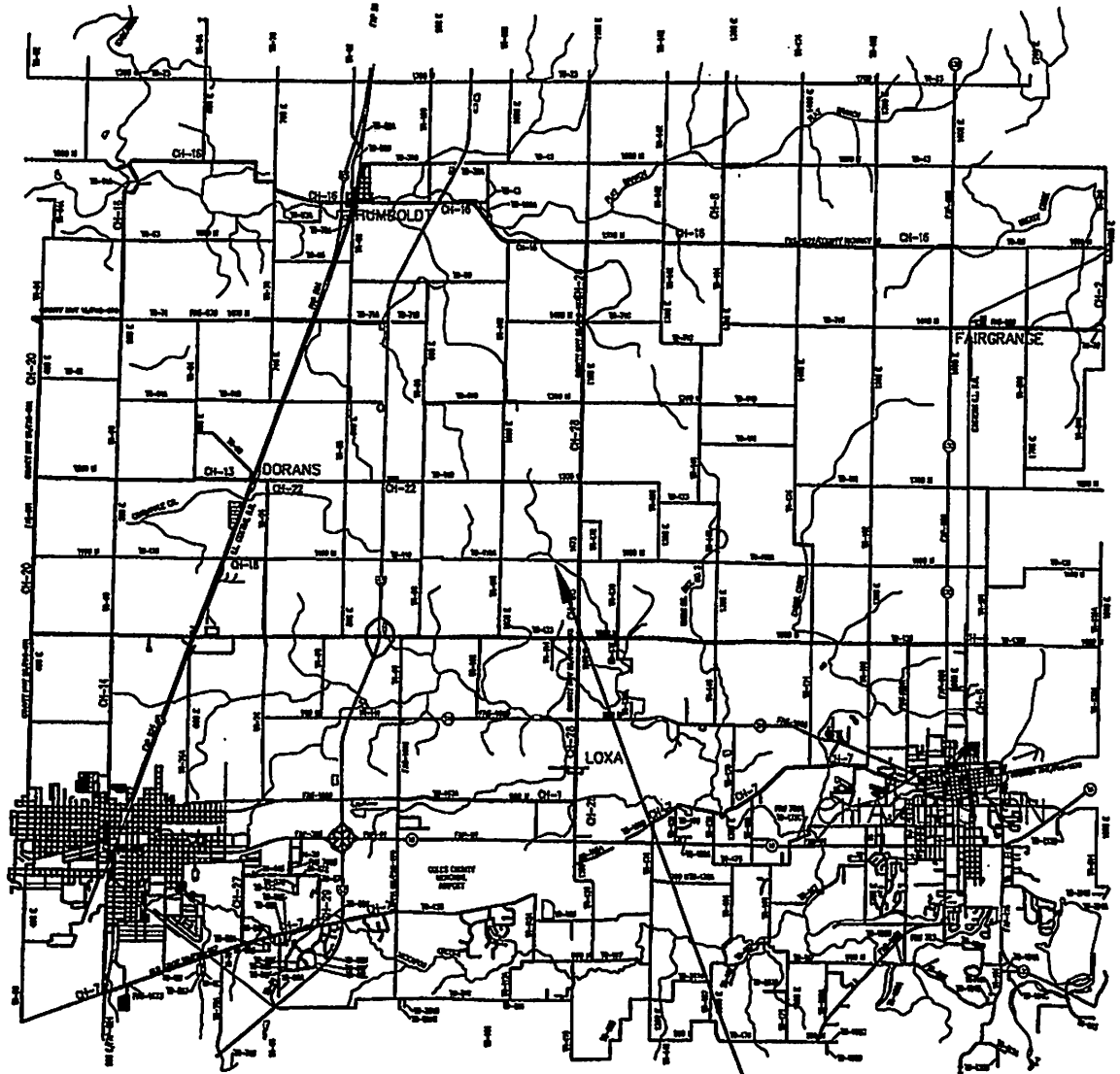
Approved

Date
Department of Transportation

Regional Engineer

Location Map

Humboldt Township
21-04136-00-BR



Proposed Project Location
TR 119A