

COLES COUNTY BOARD

Regular Meeting

August 10, 2021

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

Invocation was given by Jeremy Doughty

Moment of Silent Reflection

Pledge to the Flag

APPROVAL OF MINUTES

Motion by Metzger, seconded by East to approve the County Board Minutes for July 13, 2021.

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)

NAYS: None (0)

ABSENT: Bennett, Corray (2)

APPOINTMENTS - Humboldt Community Fire District

Motion was made by Bell to approve the 3 appointments to Humboldt Community Fire District

Curt Niemeyer until May 2024

Fred Hood until May 2022

Matt Homann until May 2023

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)

NAYS: None (0)

ABSENT: Bennett, Corray (2)

APPOINTMENTS - Coles County Airport Authority

Motion was made by Bell to approve the 2 appointments to Coles County Airport Authority

Mark Nelson until May 2026

Don Schaefer until May 2025

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)

NAYS: None (0)

ABSENT: Bennett, Corray (2)

APPOINTMENTS - Coles County Mental Health '708' Board

Motion was made by Bell to approve the 6 appointments to Coles County Mental Health '708' Board

Curt Schaefer until June 2025
Tad Freezeland until June 2025
Davis Schilling until June 2024
Robert Ames until June 2024
Mark Donnell until June 2023
David Logue until June 2023

AYES: Metzger, Purdy, Shook, Watts, Doty, Doughty, East, Bell (8)
NAYS: Cox (1)
ABSTAIN: Mason (1)
ABSENT: Bennett, Corray (2)

APPOINTMENTS - Jury Commission

Motion was made by Bell to approve the 2 appointments to Jury Commission
J.D. McCain until June 2024
Kevin Kersey until June 2024

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)
NAYS: None (0)
ABSENT: Bennett, Corray (2)

APPOINTMENT - North Fork Conservancy

Motion was made by Bell to approve the 1 appointment to North Fork Conservancy
Randell Smith until August 2026

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)
NAYS: None (0)
ABSENT: Bennett, Corray (2)

RESOLUTION – Amend GIS Budget GIS Server Software Upgrades

For a copy of the resolution see pages 5020-5024

Motion was made by Metzger, seconded by Watts to approve the Amended GIS Budget.

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)
NAYS: None (0)
ABSENT: Bennett, Corray (2)

RESOLUTIONS – 11 Tax Sale Resolutions

For a copy of the resolutions see pages 5025-5059

Motion was made by Metzger, seconded by East to approve the 11 Tax Sale Resolutions

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)

NAYS: None (0)

ABSENT: Bennett, Corray (2)

RESOLUTION – Amend Budget FY2021 for Public Defender’s Asst

For a copy of the resolution see page 5060

Motion was made by Metzger, seconded by Purdy to approve the Amending Budget FY2021 for Public Defender’s Asst.

AYES: Mason, Metzger, Purdy, Watts, Cox, Doty, Doughty, East, Bell (9)

NAYS: Shook (1)

ABSENT: Bennett, Corray (2)

RESOLUTION – Public Defender’s Salary

For a copy of the resolution see pages 5061-5063

Motion was made by Metzger, seconded by Watts to approve the Public Defender’s Salary

AYES: Mason, Metzger, Purdy, Watts, Cox, Doty, Doughty, East, Bell (9)

NAYS: Shook (1)

ABSENT: Bennett, Corray (2)

APPROVAL – General Application 2022 Solid Waste & Recycling Reimbursement Grant

For a copy of the approval see pages 5064-5065

Motion by Metzger, seconded by Shook for approval in the General Application 2022 Solid Waste & Recycling Reimbursement Grant

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)

NAYS: None (0)

ABSENT: Bennett, Corray (2)

**AGREEMENT - Non Urbanized Area Transportation Operating & Administrative Asst
Project Agreement**

Motion by Metzger, seconded by Watts for Non Urbanized Area Transportation Operating & Administrative Asst Project Agreement

For a copy of the agreement see pages 5066-5082

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)
NAYS: None (0)
ABSENT: Bennett, Corray (2)

RESOLUTION – IDOT Public Transportation Capital Assistance Grant

For a copy of the resolution see pages 5083-5084

Motion was made by Metzger, seconded by Doughty to approve the IDOT Public Transportation Capital Assistance Grant

AYES: Mason, Metzger, Purdy, Watts, Cox, Doty, Doughty, East, Bell (9)
NAYS: Shook (1)
ABSENT: Bennett, Corray (2)

**RESOLUTION – Award Contract Bituminous Surface Placement Hwy Rd 19 (Lerna Rd)
to NE-CO Asphalt Co Inc**

For a copy of the resolution see page 5085

Motion was made by Doty, seconded by Shook to award Contract Bituminous Surface Placement Hwy Rd 19 (Lerna Rd) to NE-CO Asphalt Co Inc

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)
NAYS: None (0)
ABSENT: Bennett, Corray (2)

**AGREEMENT - Intergovernmental Agreement with Coles County
RE: Cannabis Tax Funds**

For a copy of the agreement see pages 5086-5094

Motion by Shook, seconded by Mason for entering into an Intergovernmental Agreement with Coles County pertaining to Cannabis Tax Funds

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (9)
NAYS: None (0)
ABSTAIN: Doughty (1)
ABSENT: Bennett, Corray (2)

APPROVAL OF BILLS - Coles County

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

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)

NAYS: None (0)

ABSENT: Bennett, Corray (2)

RECESS

Motion by Metzger, seconded by Purdy to have a 5 minute recess.

AYES: Mason, Metzger, Purdy, Shook, Watts, Bell (6)

NAYS: Cox, Doty, Doughty, East (4)

ABSENT: Bennett, Corray (2)

RECONVENE

Motion by Metzger, seconded by Purdy to continue with the regular board meeting.

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)

NAYS: None (0)

ABSENT: Bennett, Corray (2)

PUBLIC COMMENTS

| | | |
|-----------------|-------------|-------------|
| James Dinaso | Rob Perry | Darrell Cox |
| Charles Stodden | Alex Walker | Gail Mason |

ANNOUNCEMENT OF APPOINTMENTS

Brandon Bell made appointments to: 1 appt to Drainage District #2
1 appt to Consolidated Drainage District #4-12 of North Okaw
1 appt to Homann Mutual Drainage District
1 appt to Little Wabash Drainage District
1 appt to Shellhammer Drainage
1 appt to Majors Drainage District
1 appt to Union Drainage Dist. #1 of Mattoon & Whitley
1 appt to the Eastern Illinois Economic Dev. Authority
3 appts to Wabash Fire Protection District
1 appt to Coles County Housing Authority

ADJOURNED

Upon motion by Watts, seconded by Purdy, the Coles County Board was adjourned at 8:00 p.m. with the consent of the County Board.

AYES: Mason, Metzger, Purdy, Shook, Watts, Cox, Doty, Doughty, East, Bell (10)

NAYS: None (0)

ABSENT: Bennett, Corray (2)

ATTEST:

_____ County Clerk

State of Illinois)
)
County of Coles)

**RESOLUTION RE: BUDGET ADJUSTMENTS
GIS Department**

WHEREAS, the GIS Department requests for budget adjustments for the department as follows:

EXPENSES:

1. Increase line item 015-056-7155-000, Contractual, \$27,000 from Reserves;
2. Increase line item 015-056-7410-000, Software, \$20,000 from Reserves

WHEREAS, the Regional Planning Commission recommends that these adjustments be made to comply with standard auditing procedures.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the County Budget as stated above.

DATED this 10th day of August 2021.

ATTEST: _____

Brandon Bell, County Board Chair

Coles County, IL

GIS Architecture Upgrade and Migration to ArcGIS Pro

July 2, 2021

Description of Services:

ArcGIS Enterprise Services – 10.8.1 or 10.9

Comprised of four software components, ArcGIS Enterprise will introduce a smoother way to apply security, analyze data, collaborate, and create cross-platform maps and applications.

Sidwell's ArcGIS Enterprise Services Bundle includes:

1. Consultation and project planning
2. Installation and configuration
 - a. ArcGIS Server (includes ArcGIS Server Manager)
 - b. ArcGIS Web Adaptor
 - c. Portal for ArcGIS
 - d. ArcGIS Data Store
 - e. Organization management
3. Training for administrators and end users

The first step begins with consultation and project planning in which the ArcGIS Enterprise deployment type (may require multiple servers) and security type will be determined. Once completed, the four software components (a-d) mentioned previously will be installed and configured to work together as an ArcGIS Enterprise in step two. Following the installation and configuration of a-d, the organization management will be configured. This configuration includes named users, roles, licensing, permissions, and registering geodatabases. The final step (step three) is when training will commence for administrators and end users (publishing and consuming data) for ArcGIS Enterprise.

Additional Configuration Options

Sidwell is pleased to offer additional configuration options for ArcGIS Enterprise. Below are the add-ons offered with the base project:

- ArcGIS Image Server
- ArcGIS GeoAnalytics Server
- Data Collection App
- ArcGIS Hub
- ArcGIS Monitor
- ArcGIS Insights
- Application development (stand up apps, scripting, etc.)

Microsoft SQL Server 2019 upgrade

Sidwell will perform upgrade to SQL Server 2019 – installation and configuration

ArcGIS Pro Upgrade

Sidwell will upgrade the Agency's GIS workstation environment to ArcGIS Pro. Sidwell will install and configure ArcGIS Pro on each laptop and convert existing ArcGIS Desktop map documents (.mxd) to the ArcGIS Pro project files (.aprx). Current Agency geodatabases will be also be upgraded for the current working version of ArcGIS Pro at the time of delivery.

Training

The Sidwell project manager will perform two (2) days of remote training to the Agency staff on the tools and functionality of ArcGIS Pro. This training can be used for end-user tasks, administrative functionality, and/or a combination of both.

Parcel Fabric Migration

Sidwell will prepare a new ArcGIS Pro compliant parcel fabric dataset and convert the County's existing ArcGIS Desktop parcel fabric to the new format. Sidwell will take the necessary steps to stage and load existing parcel fabric features into the new parcel fabric, and then tune the fabric for performance. The project geodatabase will be enabled with the latest schema and functionality available for the current working version of ArcGIS Pro at the time of delivery.

Training

The Sidwell project manager will perform three (3) days of remote training to the Agency staff upon the initial delivery of the parcel fabric. Sidwell will train staff on the essential tasks for maintaining the cadastral data in the new ArcGIS Pro environment.

Data Cleanup

The necessary data cleanup services must be determined from inspection of a sample of current parcel data provided by the County.

- Individual source layer overlap/gap topology cleanup
- Improve coincidence between source layers
- Curve/line cleanup
- Other

| Sidwell Professional Services | Fees |
|---|---|
| ArcGIS Enterprise Service Bundle 10.8.1 or 10.9 <ul style="list-style-type: none"> Includes installation and configuration of ArcGIS Portal Three (3) days of training | \$9,900.00 |
| Microsoft SQL Server 2019 Upgrade | \$960.00 |
| Upgrade to ArcGIS Pro <ul style="list-style-type: none"> Installation and licensing Conversion of map documents Two (2) days of training on ArcGIS Pro | \$5,500.00 |
| ArcGIS Pro Parcel Fabric Migration Services <ul style="list-style-type: none"> Migration of data into ArcGIS Pro Parcel Fabric data model Three (3) days of end User Training on Pro Parcel Fabric maintenance | \$7,900.00 |
| Data Cleanup Services | To be determined upon evaluation of sample data |
| Sidwell Professional Services Total | \$24,260.00 |

Additional Configuration Options for ArcGIS Enterprise:

| CONFIGURATION OPTIONS | FEES |
|---|------------|
| ArcGIS Image Server ¹ | \$1,440.00 |
| ArcGIS GeoAnalytics Server ¹ | \$4,320.00 |
| ArcGIS Collector | \$4,320.00 |
| ArcGIS Monitor | \$720.00 |
| ArcGIS Insights | \$2,160.00 |
| ArcGIS Notebook Server ¹ | \$4,320.00 |
| ArcGIS GeoEvent Server ¹ | \$4,320.00 |
| ArcGIS Workflow Manager for Server ¹ | \$4,320.00 |

¹ This product has the same operating system requirements as the ArcGIS Server software component in ArcGIS Enterprise.

Project Assumptions and Notes:

- All services will be performed remotely.
- Training/support services will be invoiced in full upon commencement of training and will be payable within thirty (30) days.
- Training/support services must be completely used by the client within twelve (12) months of commencement of training.
- Sidwell can provide additional professional services at the rate of \$160.00 per hour.

Coles County Monthly Resolution List - July 2021

| RES# | Account | Type | Account Name | Parcel# | Total Collected | County Clerk | Auctioneer | Recorder/ Sec of State | Agent | Misc/ Overpmt | Treasurer |
|---------------|----------|------|------------------|-----------------|-------------------|---------------|---------------|------------------------|-------------------|---------------|-------------------|
| 07-21-001 | 0521901 | SAL | VILLAGE OF LERNA | 11-0-02123-000 | 810.00 | 0.00 | 0.00 | 51.00 | 450.00 | 9.00 | 300.00 |
| 07-21-002 | 0621001Y | SAL | CITY OF OAKLAND | 03-0-02548-000 | 801.00 | 0.00 | 0.00 | 51.00 | 450.00 | 0.00 | 300.00 |
| 07-21-003 | 0621002Y | SAL | CITY OF OAKLAND | 03-0-02854-000 | 801.00 | 0.00 | 0.00 | 51.00 | 450.00 | 0.00 | 300.00 |
| 07-21-004 | 0621003Y | SAL | CITY OF OAKLAND | 03-0-02991-000 | 801.00 | 0.00 | 0.00 | 51.00 | 450.00 | 0.00 | 300.00 |
| 07-21-005 | 0621004Y | SAL | CITY OF OAKLAND | 03-0-03208-000 | 801.00 | 0.00 | 0.00 | 51.00 | 450.00 | 0.00 | 300.00 |
| 07-21-006 | 0621005Y | SAL | CITY OF OAKLAND | 03-C-0000-03029 | 750.00 | 0.00 | 0.00 | 0.00 | 450.00 | 0.00 | 300.00 |
| Totals | | | | | \$4,764.00 | \$0.00 | \$0.00 | \$255.00 | \$2,700.00 | \$9.00 | \$1,800.00 |

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| | |

Clerk Fees **\$0.00**
Recorder/Sec of State Fees **\$255.00**
Total to County \$2,055.00

Committee Members

RESOLUTION



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

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

PLEASANT GROVE TOWNSHIP

PERMANENT PARCEL NUMBER: 11-0-02123-000

As described in certificate(s) : 201500313 sold October 2016

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

WHEREAS, Village of Lerna, has bid \$801.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$190.12 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 \$109.88 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$51.00 for recording. Village of Lerna shall receive \$9.00 for overpayment (not included in total). The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$801.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$190.12 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 by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-21-001

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

2256

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

PAY EXACTLY NINE DOLLARS ONLY

TO THE ORDER OF Village of Lerna

I.D. NO.
0521901

DATE
06/15/2021

AMOUNT
\$9.00

FOR Sale-Village of Lerna
07-21-001

White

VOID AFTER 180 DAYS

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈0002256⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

2257

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

PAY EXACTLY ONE HUNDRED NINE DOLLARS AND EIGHTY-EIGHT CENTS ONLY

TO THE ORDER OF Coles County Tax Revolving
Account Fund

I.D. NO.
0521901

DATE
06/15/2021

AMOUNT
\$109.88

FOR Sale-Village of Lerna
07-21-001

White

VOID AFTER 180 DAYS

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈0002257⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2253

PAY EXACTLY FOUR HUNDRED FIFTY DOLLARS ONLY

TO THE ORDER OF Joseph E. Meyer & Assoc Inc
Coles County Tax Agent
OF

I.D. NO.
0521901

DATE
06/15/2021

AMOUNT
\$450.00

FOR Sale-Village of Lerna
07-21-001

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002253⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2254

PAY EXACTLY ONE HUNDRED NINETY DOLLARS AND TWELVE CENTS ONLY

TO THE ORDER OF Coles County Collector
OF

I.D. NO.
0521901

DATE
06/15/2021

AMOUNT
\$190.12

FOR Sale-Village of Lerna
07-21-001

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002254⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2255

PAY EXACTLY FIFTY-ONE DOLLARS ONLY

TO THE ORDER OF Coles County Recorder
OF

I.D. NO.
0521901

DATE
06/15/2021

AMOUNT
\$51.00

FOR Sale-Village of Lerna
07-21-001

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002255⑈ ⑆071102076⑆ 5028 5503040⑈

RESOLUTION



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

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

EAST OAKLAND TOWNSHIP

PERMANENT PARCEL NUMBER: 03-0-02548-000

As described in certificates(s) : 201700105 sold October 2018

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

WHEREAS, City of Oakland, has bid \$801.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$165.85 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 \$134.15 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$51.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$801.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$165.85 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 by roll call vote this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-21-002

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

225

VOID VOID VOID

PAY EXACTLY FOUR HUNDRED FIFTY DOLLARS ONLY

| | | | | |
|-----------------|---|----------------------|--------------------|--------------------|
| TO THE ORDER OF | Joseph E. Meyer & Assoc Inc Coles County Tax Agent | I.D. NO. 0621001Y | DATE 06/15/2021 | AMOUNT \$450.00 |
|-----------------|---|----------------------|--------------------|--------------------|

FOR Sale-City of Oakland
07-21-002

Whitely

VOID VOID VOID

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002258⑈ ⑆071102076⑆ 5503040⑈

TRUSTEE PAYMENT ACCOUNT

70-207-711

PAY EXACTLY ONE HUNDRED SIXTY-FIVE DOLLARS AND EIGHTY-FIVE CENTS ONLY

TO THE ORDER OF Coles County Collector

I.D. NO. 0621001Y

DATE 06/15/2021

AMOUNT \$165.85

FOR Sale-City of Oakland 07-21-002

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

0002259 07102076 5503040

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST CHARLESTON, ILLINOIS 61920 70-207-711

2260

PAY EXACTLY FIFTY-ONE DOLLARS ONLY

TO THE ORDER OF Coles County Recorder

I.D. NO. 0621001Y

DATE 06/15/2021

AMOUNT \$51.00

FOR Sale-City of Oakland 07-21-002

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

0002260 07102076 5503040

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST CHARLESTON, ILLINOIS 61920 70-207-711

2261

PAY EXACTLY ONE HUNDRED THIRTY-FOUR DOLLARS AND FIFTEEN CENTS ONLY

TO THE ORDER OF Coles County Tax Revolving Account Fund

I.D. NO. 0621001Y

DATE 06/15/2021

AMOUNT \$134.15

FOR Sale-City of Oakland 07-21-002

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

0002261 07102076 5503040

RESOLUTION



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

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

EAST OAKLAND TOWNSHIP

PERMANENT PARCEL NUMBER: 03-0-02854-000

As described in certificates(s) : 201700110 sold October 2018

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

WHEREAS, City of Oakland, has bid \$801.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$179.65 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 \$120.35 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$51.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$801.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$179.65 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 by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

PAY EXACTLY FOUR HUNDRED FIFTY DOLLARS ONLY

| | | | | |
|-----------------|--|----------------------|--------------------|--------------------|
| TO THE ORDER OF | Joseph E. Meyer & Assoc. Inc Coles County Tax Agent | I.D. NO. 0621002Y | DATE 06/15/2021 | AMOUNT \$450.00 |
|-----------------|--|----------------------|--------------------|--------------------|

FOR Sale-City of Oakland
07-21-003

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002262⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2263

PAY EXACTLY ONE HUNDRED SEVENTY-NINE DOLLARS AND SIXTY-FIVE CENTS ONLY

| | | | | |
|-----------------|------------------------|----------------------|--------------------|--------------------|
| TO THE ORDER OF | Coles County Collector | I.D. NO. 0621002Y | DATE 06/15/2021 | AMOUNT \$179.65 |
|-----------------|------------------------|----------------------|--------------------|--------------------|

FOR Sale-City of Oakland
07-21-003

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002263⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2264

PAY EXACTLY FIFTY-ONE DOLLARS ONLY

| | | | | |
|-----------------|-----------------------|----------------------|--------------------|-------------------|
| TO THE ORDER OF | Coles County Recorder | I.D. NO. 0621002Y | DATE 06/15/2021 | AMOUNT \$51.00 |
|-----------------|-----------------------|----------------------|--------------------|-------------------|

FOR Sale-City of Oakland
07-21-003

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002264⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2265

PAY EXACTLY ONE HUNDRED TWENTY DOLLARS AND THIRTY-FIVE CENTS ONLY

TO THE ORDER OF Coles County Tax Revolving
Account Fund

I.D. NO.
0621002Y

DATE
06/15/2021

AMOUNT
\$120.35

FOR Sale City of Oakland
07-21-003

White

SECURITY FEATURES INCLUDE DETAILS ON BACK

VOID AFTER 180 DAYS

00022651 071102076 5503040

RESOLUTION



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

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

EAST OAKLAND TOWNSHIP

PERMANENT PARCEL NUMBER: 03-0-02991-000

As described in certificates(s) : 201700111 sold October 2018

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

WHEREAS, City of Oakland, has bid \$801.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$186.55 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 \$113.45 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$51.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$801.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$186.55 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 by roll call vote this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-21-004

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

PAY EXACTLY FIFTY-ONE DOLLARS ONLY

TO THE ORDER OF Coles County Recorder

I.D. NO.
0621003Y

DATE
06/15/2021

AM

FOR Sale-City of Oakland
07-21-004

White Stiles

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002268⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

PAY EXACTLY ONE HUNDRED THIRTEEN DOLLARS AND FORTY-FIVE CENTS ONLY

TO THE ORDER OF Coles County Tax Revolving
Account Fund

I.D. NO.
0621003Y

DATE
06/15/2021

AMOUNT
\$113

FOR Sale-City of Oakland
07-21-004

White Stiles

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002269⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY

CHARLESTON, ILLINOIS 61920
70-207-711

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

PAY EXACTLY FOUR HUNDRED FIFTY DOLLARS ONLY

TO THE ORDER OF Joseph E. Meyer & Assoc Inc
Coles County Tax Agent

I.D. NO.
0621003Y

DATE
06/15/2021

FOR Sale-City of Oakland
07-21-004

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002266⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

PAY EXACTLY ONE HUNDRED EIGHTY-SIX DOLLARS AND FIFTY-FIVE CENTS ONLY

TO THE ORDER OF Coles County Collector

I.D. NO.
0621003Y

DATE
06/15/2021

AMOUNT
\$11

FOR Sale-City of Oakland
07-21-004

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002267⑈ ⑆071102076⑆ 5503040⑈

RESOLUTION



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

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

EAST OAKLAND TOWNSHIP

PERMANENT PARCEL NUMBER: 03-0-03208-000

As described in certificate(s) : 201600109 sold October 2017

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

WHEREAS, City of Oakland, has bid \$801.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$188.37 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 \$111.63 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$51.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$801.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$188.37 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 by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-21-005

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2270

AY EXACTLY FOUR HUNDRED FIFTY DOLLARS ONLY

| TO THE ORDER OF | | I.D. NO. | DATE | AMOUNT |
|---|--|----------|------------|----------|
| Joseph E. Meyer & Assoc Inc Coles County Tax Agent | | 0621004Y | 06/15/2021 | \$450.00 |

FOR Sale-City of Oakland
07-21-005

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

0002270 071102076 5503040

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2271

PAY EXACTLY ONE HUNDRED EIGHTY-EIGHT DOLLARS AND THIRTY-SEVEN CENTS ONLY

| | | | | |
|-----------------|------------------------|----------|------------|----------|
| TO THE ORDER OF | Coles County Collector | I.D. NO. | DATE | AMOUNT |
| | | 0621004Y | 06/15/2021 | \$188.37 |

FOR Sale-City of Oakland
07-21-005

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002271⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2272

PAY EXACTLY FIFTY-ONE DOLLARS ONLY

| | | | | |
|-----------------|-----------------------|----------|------------|---------|
| TO THE ORDER OF | Coles County Recorder | I.D. NO. | DATE | AMOUNT |
| | | 0621004Y | 06/15/2021 | \$51.00 |

FOR Sale-City of Oakland
07-21-005

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002272⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2273

PAY EXACTLY ONE HUNDRED ELEVEN DOLLARS AND SIXTY-THREE CENTS ONLY

| | | | | |
|-----------------|---|----------|------------|----------|
| TO THE ORDER OF | Coles County Tax Revolving Account Fund | I.D. NO. | DATE | AMOUNT |
| | | 0621004Y | 06/15/2021 | \$111.63 |

FOR Sale-City of Oakland
07-21-005

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002273⑈ ⑆071102076⑆ 5503040⑈

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:

304 SILVER ST

PERMANENT PARCEL NUMBER: 03-C-0000-03029

As described in certificate(s) : 201790009 sold October 2018

AND WHEREAS, pursuant to public auction sale, City of Oakland, Purchaser(s), has/have deposited the total sum of \$750.00 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 \$217.18 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 \$82.82 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 \$217.18, 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

SALE TO NEW OWNER

07-21-006

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2274

PAY EXACTLY FOUR HUNDRED FIFTY DOLLARS ONLY

TO THE ORDER OF Joseph E. Meyer & Assoc Inc
Coles County Tax Agent

I.D. NO.
0621005Y

DATE
06/15/2021

AMOUNT
\$450.00

FOR Sale-City of Oakland
07-21-006

White Steg

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002274⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2275

PAY EXACTLY TWO HUNDRED SEVENTEEN DOLLARS AND EIGHTEEN CENTS ONLY

TO THE ORDER OF Coles County Collector

I.D. NO.
0621005Y

DATE
06/15/2021

AMOUNT
\$217.18

FOR Sale-City of Oakland
07-21-006

White Steg

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002275⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2276

PAY EXACTLY EIGHTY-TWO DOLLARS AND EIGHTY-TWO CENTS ONLY

TO THE ORDER OF Coles County Tax Revolving
Account Fund

I.D. NO.
0621005Y

DATE
06/15/2021

AMOUNT
\$82.82

FOR Sale-City of Oakland
07-21-006

White Steg

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002276⑈ ⑆071102076⑆ 5042 5503040⑈

INSTRUCTIONS FOR RESOLUTIONS
(Please keep this copy with packet until routing is complete)
Revised: March 2018

- 1) Agent mails to Committee for approval:
 - a) Original resolution with appropriate disbursement checks attached to each
 - b) Monthly Resolution List

- 2) Committee:
 - a) Reviews resolutions and submits to full County Board
 - b) Resolution List is presented to County Board Members in their monthly packet

- 3) County Board:
 - a) Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.
 - b) Chairman signs each resolution
 - c) County Clerk seals and attests each resolution
 - d) Retains Original of each resolution and copies each executed resolution 2 times
 - e) Delivers to Treasurer 2 copies of each resolution with all checks

- 4) County Treasurer:
 - a) Signs all checks
 - b) Retains one copy of each resolution
 - c) Retains Treasurer's check(s) for deposit
 - d) Forwards Clerk's check (if any) to clerk
 - e) Returns 1 copy of each resolution with Agent, Auctioneer, Recorder and Purchaser refund check (if any) to:

County Delinquent Tax Agent
ATTN: RESOLUTIONS
P. O. Box 96
Edwardsville, IL 62025

| RES# | Account | Type | Account Name | Parcel# | Total Collected | County Clerk | Auctioneer | Recorder/ Sec of State | Agent | Misc/ Overpmt | Treasurer |
|---------------|-----------|------|-----------------------------------|-----------------|--------------------|-----------------|---------------|------------------------|-------------------|----------------|-------------------|
| 08-21-001 | 201790018 | SUR | MATTOON MHP, LLC | 07-C-OSTV-00068 | 1,376.08 | 85.00 | 0.00 | 0.00 | 560.46 | 0.00 | 730.62 |
| 08-21-002 | 201700137 | REC | GARY & DEB RENFRO | 06-0-02523-000 | 2,885.12 | 10.00 | 0.00 | 60.00 | 1,038.04 | 0.00 | 1,777.08 |
| 08-21-003 | 201700359 | SUR | BRADLEY G WHITE | 11-0-02387-000 | 2,889.96 | 85.00 | 0.00 | 0.00 | 1,079.25 | 45.00 | 1,680.71 |
| 08-21-004 | 201700186 | REC | JARED EDWARDS | 07-1-00862-000 | 1,966.33 | 10.00 | 0.00 | 60.00 | 748.46 | 0.00 | 1,147.87 |
| 08-21-005 | 201700202 | SUR | NORMA J CLINTON & CHERYL J FAUGHT | 07-1-02530-000 | 1,856.10 | 85.00 | 0.00 | 0.00 | 680.25 | 45.00 | 1,045.85 |
| Totals | | | | | \$10,973.59 | \$275.00 | \$0.00 | \$120.00 | \$4,106.46 | \$90.00 | \$6,382.13 |

| | |
|--|--|
| | |
| | |
| | |
| | |

Clerk Fees **\$275.00**
 Recorder/Sec of State Fees **\$120.00**
Total to County \$6,777.13

Committee Members

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: NHP99452AB
1999 HOLLY PARK 1456 SqFt
MH PARK: OSTV

PERMANENT PARCEL NUMBER: 07-C-OSTV-00068

As described in certificate(s): 201790018 sold on October 25, 2018

Commonly known as: 1501 OLD STATE ROAD LOT #68

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, Mattoon MHP, LLC, has paid \$1,376.08 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 \$661.60 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$85.00 for cancellation of Certificate(s), the Tax Liquidation Fund shall receive \$69.02 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 \$661.60 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 by roll call vote this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2277

PAY EXACTLY EIGHTY-FIVE DOLLARS ONLY

TO THE ORDER OF
Coles County Clerk

I.D. NO.
201790018

DATE
07/01/2021

AMOUNT
\$85.00

FOR
Surrender-Mattoon MHP, LLC
08-21-001

White

SECURITY FEATURES INCLUDED, DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002277⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2278

PAY EXACTLY FIVE HUNDRED SIXTY DOLLARS AND FORTY-SIX CENTS ONLY

TO THE ORDER OF
Joseph E. Meyer & Assoc Inc
Coles County Tax Agent

I.D. NO.
201790018

DATE
07/01/2021

AMOUNT
\$560.46

FOR
Surrender-Mattoon MHP, LLC
08-21-001

White

SECURITY FEATURES INCLUDED, DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002278⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2279

PAY EXACTLY SIX HUNDRED SIXTY-ONE DOLLARS AND SIXTY CENTS ONLY

TO THE ORDER OF
Coles County Collector

I.D. NO.
201790018

DATE
07/01/2021

AMOUNT
\$661.60

FOR
Surrender-Mattoon MHP, LLC
08-21-001

White

SECURITY FEATURES INCLUDED, DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002279⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2280

PAY EXACTLY SIXTY-NINE DOLLARS AND TWO CENTS ONLY

TO THE ORDER OF
Coles County Tax Revolving
Account Fund

I.D. NO.
201790018

DATE
07/01/2021

AMOUNT
\$69.02

FOR
Surrender-Mattoon MHP, LLC
08-21-001

White

SECURITY FEATURES INCLUDED, DETAILS ON BACK
5047

VOID AFTER 180 DAYS

0002280 071102076 5503040

RESOLUTION



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

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

GRANT PARK PLACE LOT 08 BLOCK 04

PERMANENT PARCEL NUMBER: 06-0-02523-000

As described in certificate(s): 201700137 sold on October 25, 2018

Commonly known as: 116 DEWITT AVE.

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property, by a reconveyance, to the owner of a former interest in said property.

WHEREAS, Gary & Deb Renfro, has paid \$2,885.12 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$1,649.83 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$10.00 for cancellation of Certificate(s) and Clerk Notice Fee, the Tax Liquidation Fund shall receive \$127.25 to reimburse the revolving account the charges advanced from this account, and the Recorder of Deeds shall receive \$60.00 for recording. 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, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,649.83 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 by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

FOR SECURITY PURPOSES THE FACE OF THIS DOCUMENT CONTAINS A COLOR BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2281

EXACTLY TEN DOLLARS ONLY

TO THE ORDER OF
Coles County Clerk

ID. NO.
201700137

DATE
07/09/2021

AMOUNT
\$10.00

FOR
Reconveyance-Gary & Deb Reintro
08-21-002

Wly sth

VOID AFTER 180 DAYS

⑈0002281⑈ ⑆07110207E⑆ 5503040⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2282

PAY EXACTLY ONE THOUSAND THIRTY-EIGHT DOLLARS AND FOUR CENTS ONLY

TO THE ORDER OF
Joseph E. Meyer & Assoc Inc
Coles County Tax Agent

ID. NO.
201700137

DATE
07/09/2021

AMOUNT
\$1,038.04

FOR
Reconveyance-Gary & Deb Reintro
08-21-002

Wly sth

VOID AFTER 180 DAYS

⑈0002282⑈ ⑆07110207E⑆ 5503040⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2283

PAY EXACTLY ONE THOUSAND SIX HUNDRED FORTY-NINE DOLLARS AND EIGHTY-THREE CENTS ONLY

TO THE
ORDER
OF

Coles County Collector

I.D. NO.

201700137

DATE

07/09/2021

AMOUNT

\$1,649.83

FOR

Reconveyance-Gary & Deb Renfro
08-21-002

White Stiles

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002283⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2284

PAY EXACTLY SIXTY DOLLARS ONLY

TO THE
ORDER
OF

Coles County Recorder

I.D. NO.

201700137

DATE

07/09/2021

AMOUNT

\$60.00

FOR

Reconveyance-Gary & Deb Renfro
08-21-002

White Stiles

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002284⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2285

PAY EXACTLY ONE HUNDRED TWENTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS ONLY

TO THE
ORDER
OF

Coles County Tax Revolving
Account Fund

I.D. NO.

201700137

DATE

07/09/2021

AMOUNT

\$127.25

FOR

Reconveyance-Gary & Deb Renfro
08-21-002

White Stiles

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002285⑈ ⑆071102076⑆ 5503040⑈

RESOLUTION



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

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

JOHN FURRYS 2ND ADD TO JANESVILLEBLK 3 LOT 6SEC 19 T11N R09E

PERMANENT PARCEL NUMBER: 11-0-02387-000

As described in certificate(s): 201700359 sold on October 25, 2018

Commonly known as: 105 A W. ADAMS ST.

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, Bradley G White, has paid \$2,844.96 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 \$1,613.46 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$85.00 for cancellation of Certificate(s), the Tax Liquidation Fund shall receive \$67.25 to reimburse the revolving account the charges advanced from this account. Bradley G White shall receive \$45.00 for overpayment. 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 real estate for the sum of \$1,613.46 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 by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

228

PAY EXACTLY FORTY-FIVE DOLLARS ONLY

TO THE ORDER OF Bradley G White

I.D. NO.
201700359

DATE
07/12/2021

AMOUNT
\$45.00

FOR Surrender-Bradley G White
08-21-003

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002289⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2290

PAY EXACTLY SIXTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS ONLY

TO THE ORDER OF Coles County Tax Revolving
Account Fund

I.D. NO.
201700359

DATE
07/12/2021

AMOUNT
\$67.25

FOR Surrender-Bradley G White
08-21-003

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002290⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2286

PAY EXACTLY EIGHTY-FIVE DOLLARS ONLY

TO THE ORDER OF Coles County Clerk

I.D. NO.
201700359

DATE
07/12/2021

AMOUNT
\$85.00

FOR Surrender-Bradley G White
08-21-003

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002286⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2287

PAY EXACTLY ONE THOUSAND SEVENTY-NINE DOLLARS AND TWENTY-FIVE CENTS ONLY

TO THE ORDER OF Joseph E. Meyer & Assoc Inc
Coles County Tax Agent

I.D. NO.
201700359

DATE
07/12/2021

AMOUNT
\$1,079.25

FOR Surrender-Bradley G White
08-21-003

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002287⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2288

PAY EXACTLY ONE THOUSAND SIX HUNDRED THIRTEEN DOLLARS AND FORTY-SIX CENTS ONLY

TO THE ORDER OF Coles County Collector

I.D. NO.
201700359

DATE
07/12/2021

AMOUNT
\$1,613.46

FOR Surrender-Bradley G White
08-21-003

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002288⑈ ⑆071102076⑆ 5503040⑈

RESOLUTION



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

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

PT OF SEC 23 #591606

PERMANENT PARCEL NUMBER: 07-1-00862-000

As described in certificate(s): 201700186 sold on October 25, 2018

Commonly known as: 23RD ST.

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property, by a reconveyance, to the owner of a former interest in said property.

WHEREAS, Jared Edwards, has paid \$1,966.33 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$1,048.22 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$10.00 for cancellation of Certificate(s) and Clerk Notice Fee, the Tax Liquidation Fund shall receive \$99.65 to reimburse the revolving account the charges advanced from this account, and the Recorder of Deeds shall receive \$60.00 for recording. 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, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,048.22 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 by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

PAY EXACTLY SEVEN HUNDRED FORTY-EIGHT DOLLARS AND FORTY-SIX CENTS ONLY

TO THE ORDER OF Joseph E. Meyer & Assoc Inc
Coles County Tax Agent

I.D. NO.
201700186

DATE
07/19/2021

AMOUNT
\$748.46

FOR Reconveyance-Jared Edwards
08-21-004

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002292⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2293

PAY EXACTLY ONE THOUSAND FORTY-EIGHT DOLLARS AND TWENTY-TWO CENTS ONLY

TO THE ORDER OF Coles County Collector

I.D. NO.
201700186

DATE
07/19/2021

AMOUNT
\$1,048.22

FOR Reconveyance-Jared Edwards
08-21-004

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002293⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2294

PAY EXACTLY SIXTY DOLLARS ONLY

TO THE ORDER OF Coles County Recorder

I.D. NO.
201700186

DATE
07/19/2021

AMOUNT
\$60.00

FOR Reconveyance-Jared Edwards
08-21-004

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002294⑈ ⑆071102076⑆ 5503040⑈

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2295

PAY EXACTLY NINETY-NINE DOLLARS AND SIXTY-FIVE CENTS ONLY

TO THE ORDER OF Coles County Tax Revolving
Account Fund

I.D. NO.
201700186

DATE
07/19/2021

AMOUNT
\$99.65

FOR Reconveyance-Jared Edwards
08-21-004

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002295⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2291

PAY EXACTLY TEN DOLLARS ONLY

TO THE ORDER OF Coles County Clerk

I.D. NO.
201700186

DATE
07/19/2021

AMOUNT
\$10.00

FOR Reconveyance-Jared Edwards
08-21-004

White

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002291⑈ ⑆071102076⑆ 5503040⑈

RESOLUTION



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

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

ORIGINAL TOWN OF MATTOONBLK 32 LOT 6 NE 1/4 SEC 13 T12N R07E

PERMANENT PARCEL NUMBER: 07-1-02530-000

As described in certificate(s): 201700202 sold on October 25, 2018

Commonly known as: 512 MOULTRIE AVE

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, Norma J Clinton & Cheryl J Faught, has paid \$1,811.10 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 \$999.30 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$85.00 for cancellation of Certificate(s), the Tax Liquidation Fund shall receive \$46.55 to reimburse the revolving account the charges advanced from this account. Norma J Clinton & Cheryl J Faught shall receive \$45.00 for overpayment. 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 real estate for the sum of \$999.30 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 by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

2296

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

EXACTLY EIGHTY-FIVE DOLLARS ONLY

TO THE ORDER OF
Coles County Clerk

I.D. NO.
201700202

DATE
07/21/2021

AMOUNT
\$85.00

FOR Surrender-Norma J Clinton & Cheryl J Faight
08-21-005

Whitely

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002296⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

2297

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

PAY EXACTLY SIX HUNDRED EIGHTY DOLLARS AND TWENTY-FIVE CENTS ONLY

TO THE ORDER OF
Joseph E. Meyer & Assoc Inc
Coles County Tax Agent

I.D. NO.
201700202

DATE
07/21/2021

AMOUNT
\$680.25

FOR Surrender-Norma J Clinton & Cheryl J Faight
08-21-005

Whitely

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002297⑈ ⑆071102076⑆ 5503040⑈

TRUSTEE PAYMENT ACCOUNT

CHARLESTON, ILLINOIS 61920
70-207-711

2290

PAY EXACTLY NINE HUNDRED NINETY-NINE DOLLARS AND THIRTY CENTS ONLY

| | | | | |
|-----------------|------------------------|-----------|------------|----------|
| TO THE ORDER OF | Coles County Collector | I.D. NO. | DATE | AMOUNT |
| | | 201700202 | 07/21/2021 | \$999.30 |

FOR Surrender-Norma J Clinton & Cheryl J Faight
08-21-005

White Stiles

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002298⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2299

PAY EXACTLY FORTY-FIVE DOLLARS ONLY

| | | | | |
|-----------------|-----------------------------------|-----------|------------|---------|
| TO THE ORDER OF | Norma J Clinton & Cheryl J Faight | I.D. NO. | DATE | AMOUNT |
| | | 201700202 | 07/21/2021 | \$45.00 |

FOR Surrender-Norma J Clinton & Cheryl J Faight
08-21-005

White Stiles

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002299⑈ ⑆071102076⑆ 5503040⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

2300

PAY EXACTLY FORTY-SIX DOLLARS AND FIFTY-FIVE CENTS ONLY

| | | | | |
|-----------------|---|-----------|------------|---------|
| TO THE ORDER OF | Coles County Tax Revolving Account Fund | I.D. NO. | DATE | AMOUNT |
| | | 201700202 | 07/21/2021 | \$46.55 |

FOR Surrender-Norma J Clinton & Cheryl J Faight
08-21-005

White Stiles

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002300⑈ ⑆071102076⑆ 5503040⑈

State of Illinois)
)
County of Coles)

RESOLUTION RE: TRANSFER OF FUNDS

WHEREAS, the Finance Committee approved to amend revenue & expense line items for the Public Defender's Office for FY 2021; and

WHEREAS, the Finance Committee recommends that the FY 2021 budget be amended as follows:

| | | |
|-------------------------------------|-------------------------|----------|
| Decrease line item 001-020-7059-000 | Asst. Public Defender | \$42,000 |
| Increase line item 001-020-7590-000 | Court Appointed Counsel | \$42,000 |

NOW, THEREFORE BE IT RESOLVED that the County Treasurer be authorized to transfer funds as stated above.

DATED this ___ day of _____, 2021.

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: PUBLIC DEFENDER'S SALARY

WHEREAS, the FY 2006 State of Illinois budget included the reimbursement to counties for two-thirds of the salary of the Public Defender if the salary rate is at least 90% of the salary rate of the State's Attorneys effective July 1, 2021; and

WHEREAS, it is in the best interest of the County of Coles to set the salary of the Public Defender at 90% of the salary of the State's Attorney to qualify for this reimbursement.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to set the salary of the Public Defender at 90% of the State's Attorney's salary; and

BE IT FURTHER RESOLVED that failure of State funding shall result in further review of this salary by the County Board.

DATED this ____ day of _____, 2021.

ATTEST:



PTAX-451

Supervisor of Assessments or Public Defender Salary Adjustment

PROPERTY TAX DIVISION ILLINOIS DEPARTMENT OF REVENUE PO BOX 19033 SPRINGFIELD IL 62794-9033

Step 1: Complete the following information

- 1 County Coles
2 Date of county board action 08 / 10 / 2021
3 Annual salary \$ 165,090.76
4 Effective date of salary increase or decrease 07 / 01 / 2021
5 Check which certified copy you are attaching [] the resolution [X] minutes of the meeting...

Step 2: Complete the following information

- 6 Check who is receiving the salary adjustment [] supervisor of assessments OR [X] public defender [X] full-time [] part-time
7 Social Security number
8 Anthony M Ortega Name Address Address City IL State ZIP

Step 3: Sign below

I certify that the information on this form is true and correct to the best of my knowledge.

Signature of the chairman of the board Month / Day / Year

State of Illinois } County }

I, County Clerk in and for the county of and keeper of the records and seal, do hereby certify that the above is true and correct.

Signature of county clerk Month / Day / Year





Illinois Department of Revenue
Salary Reimbursement

COLES COUNTY
 651 JACKSON AVE RM 124
 CHARLESTON, IL 619202074

Letter Date: 6/30/2021
 Fiscal Year: 2022
 Effective as of: 7/1/2021

The state's attorney and assistant state's attorney salary reimbursement amounts will be:

| | | |
|--------------------|--------------------|---------------|
| Base Salary | 2.50 % COLA | Salary |
| \$178,960.18 | \$4,474.00 | \$183,434.18 |

Reimbursement breakdown

| | Total Reimbursement | Monthly Reimbursement |
|-------------------------------------|-----------------------------|------------------------------|
| 1 State's Attorney Salary | \$161,603.18 | \$13,466.93 |
| less 1988 deduction \$21,831 | \$0.00 | \$0.00 |
| 2 Assistant State's Attorney | | |
| Mental Health Institution: | | |
| 3 Assistant State's Attorney | \$7,200.00 | \$600.00 |
| Higher Education Facility: | Eastern Illinois University | |
| Total | \$168,803.18 | \$14,066.93 |

Our records indicate that you have a Full-time Public Defender, per Illinois Statute 55 ILCS 5/3-4007, the Public Defender's salary must be at least 90% of the State's Attorney's salary. Effective 7/1/2021 the new salary for your Public Defender should be \$165,090.76. We will need the attached PTAX-451, as well as County Board action authorizing the new salary (minutes/resolution).

If you have any questions, please contact our Springfield office weekdays between 8:30 a.m. and 4:30 p.m.

PROPERTY TAX DIVISION 3-450
 ASSESSMENT EDUCATION
 ILLINOIS DEPARTMENT OF REVENUE
 PO BOX 19033
 SPRINGFIELD IL 62794-9033

217 785-1356
 217 782-9932 fax
 rev.propertytaxed@illinois.gov

Solid Waste and Recycling Township Grant Reimbursement Program

Coles County Townships and Municipalities may apply for grant funds for clean-up days, roadside pickup dumpsters, recycling drop off containers, and other acceptable programs or events. The grant program is designed to assist township officials with roadside dumping, paint collections, carpet collections, pharmaceutical collections, clean-up days, and residential recycling.

The grant application will be due on September 8th, 2021 at 4:30 p.m. and may be mailed to the Regional Planning Office at 651 Jackson Ave, Room 309 Charleston, IL 61920 or emailed to Sarah Mummel at SMummel@co.coles.il.us. Grants may be applied for after this date, however, they will be funding dependent.

A township or municipality may apply annually for up to \$3,000 for solid waste related events such as clean-up days or \$4,000 for material diversion events such as recycling, with the grant cycle lasting from December 1 until November 30. The grant will be a 50/50 match grant reimbursement program.

Total funding for all grant requests will be \$26,000. If requests are received for more than \$26,000, grant requests will be reduced appropriately.

A township or municipality may apply for grant funding using this attached application provided by Coles County. The application must include a description of services to be provided, the entity performing said services, budget, and scope of work. Once the grant is approved and the Township/ Municipality has conducted the events applied for in the grant application, they shall pay the service provider(s) for the full amounts, then send check copies, receipts, and a description of the work completed to the Solid Waste Coordinator. Coles County will then reimburse the Township/ Municipality for half the cost of the event.

The Township or municipality shall follow all state and federal regulations when providing services and events through this grant program. Failure to follow state and federal regulations may result in the suspension of this program, denial of reimbursement match, or the requirement to pay back the grant funds.

The Township or municipality will be responsible for the funds and all services and events provided through this grant. The County Solid Waste Coordinator is available for assistance with any grant questions, qualification of events, etc. The Township or Municipality must hold and provide a comprehensive general liability insurance policy (CGL) for unexpected and unintended mishaps. The Township or Municipality must use a licensed hauler for any service requiring the use of the transfer station or a landfill.

If the township or municipality is unable to hold described services on the date(s) provided, the applicant must contact the Solid Waste Coordinator with the new date(s) one (1) week prior to the originally proposed date(s).

Township or Municipality Name _____

Name and Title _____

Address _____

City _____ State _____ Zip _____

Phone Number _____

Grant Request Amount: \$ _____

Budget

| Item Description with dates | Unit Cost | # Units | Total Cost |
|-----------------------------|-----------|---------|------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | |

Description of Services Provided (Please include description of event(s):

SECTION 5311 PROGRAM

**Non-Urbanized Area Transportation Operating
and Administrative Assistance Project**

between

**Coles County
the Primary Participant**

and

**Coles County Council on Aging
the Provider**

FY2022

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SECTION 5311 PROGRAM

**Non-Urbanized Area Transportation Operating and
Administrative Assistance Project Agreement Between Coles County, the Primary
Participant and Coles County Council on Aging, The Provider**

This Agreement is made by and between Coles County and the Coles County Council on Aging.

WHEREAS, the Grantee proposes to provide public transportation services in Coles County,

WHEREAS, Coles County has applied under the Section 18 of the Federal Transit Act, as amended. (49 U.S. C. A. Section 5311), to the Illinois Department of Transportation (hereinafter "The Department") for federal operating and administrative assistance for this Project;

WHEREAS, the Department's application has been approved by IDOT;

WHEREAS, the Grantee has made application under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49 et seq., paragraph 30 ILCS 740/1 et seq. herein referred to as the "Acts", and

WHEREAS, such application has been approved by the Department;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the administration of financial assistance (hereinafter referred to as the "Grant"), to set forth the terms and conditions upon which the Grant will be made available, and set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

ITEM 1 - DEFINITIONS

As used in this agreement:

- A. "The Department" means the Illinois Department of Transportation, Division of Public Transportation
- B. "U.S. DOT" means the United States Department of Transportation
- C. "FTA" means the Federal Transit Administration of the United States Department of Transportation
- D. "Government" means the government of the United States of America and/or the State of Illinois
- E. "Contractor" or "Grantee" means third party contractors including operators who provide transit service under the Section 5311 program
- F. "Project Costs" means the sum of eligible costs incurred by the contractors in performing the Project
- G. "Section 5311" (formerly known as "Section 18") refers to the "Formula Grant Program for Areas Other than Urbanized Areas" section of the Federal Transit of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311 (f) involving "Intercity Bus Transportation." See 49 U.S.C. 5311 (f)
- H. "Provider" means Coles County Council on Aging

ITEM 2 - PROJECT SCOPE

The Grantee agrees to provide or cause to be provided, the public transportation services described in the Grantee's final approved Section 5311 application and service plan on file at the Department's offices. Douglas County application and service plan are incorporated into this Agreement as Attachment D, and made a part hereof. The Grantee shall not reduce, terminate, or substantially change such public transportation without the prior written approval of the Department.

ITEM 3 - AMOUNT OF GRANT

The Department may make grants for up to 50% of the Grantee's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Grantee during the fiscal year 2022 (July 1, 2021-June 30, 2022)(hereinafter "fiscal year") in the provision of public transportation and Intercity bus services approved by the Department. The method for determining the Intercity bus portion of the project shall be in accordance with the Department's guidelines. In no event shall the Department's grant under this Agreement exceed the total funding available for the Project Costs. Illinois Downstate Operating Assistance Program funding is \$936,700. Section 5311 Program Funding is \$195,892.

30 ILCS 740/2-7 (b-10) and 30 ILCS 740/2-3(d)

The Council on Aging, Provider, agrees that it will provide, or cause to be provided, from sources other than funds provided under 5311 of the Federal Transit Act, as amended, sufficient funds to meet the non-federal portion of the operating deficit and administrative expenses.

ITEM 4 - THE PROJECT BUDGET

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of project funds only in conformity with the latest Approved Project Budget. The Project Budget may be revised from time to time, but no Budget or revision thereof shall be effective unless and until the Department shall have approved the same.

ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements of understanding, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understanding in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this Part, entitled "Section 5311 Program Non-urbanized Area Transportation Operating and Administrative Assistance Project Agreement," together with documents, entitled, "Grantee's Section 5311 Application," "Certifications and Assurances for Grantees," "Approved Project Budget," all of which are by this reference specifically incorporated herein.

ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

A. General Requirements - The Grantee shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provision hereof, the Application, and all applicable laws and Department guidelines.

B. Pursuant to Federal, State, and Local Law - In performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.

The Grantee and its contractors agree that the most recent of such federal and state requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee and its operator agree to include in all third party contracts financed through this Agreement specific notice that federal and state requirements may change and the changed requirement will apply to the Project as required.

In general, the Grantee agrees to administer the Project in accordance with FTA Circular 9040.1C, any revisions thereto, and any other FTA or Department implementing guidance, and applicable U.S. DOT regulations at 49 CFR 18 and 19. However, to the extent that U.S. DOT regulations conflict with FTA Circulars, U. S. DOT regulations will apply.

C. Funds of the Grantee - The Provider (the Coles County Council on Aging) shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

D. Changed Conditions Affecting Performance - The Grantee and its Provider shall immediately notify the Department of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

E. No Government Obligations to Third Parties - Neither the Department nor the FTA shall be subject to any obligations or liabilities by Contractors of the Grantee or their subcontractors or any other person not a party to this Agreement in connection with the performance of this Project pursuant to the provisions of this Agreement without the Government's specific written consent, and notwithstanding the Governments' concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

ITEM 7 - REQUISITIONS AND PAYMENTS

A. Requests for Payment by the Grantee - The Grantee through the Coles County Council on Aging as Provider, may make requests for payment of eligible costs, and the Department shall honor such requests in the manner set for in this ITEM. In order to receive Grant payment, the Grantee/Provider must:

1. completely execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
2. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date, and vouchers, invoices, or other documentation to substantiate these costs;
3. where local funds are required, demonstrate or certify that it has supplied local funds adequate, when combined with any State payments and any applicable federal payments, to cover all costs incurred to the end of the requisition period;
4. have submitted all financial and progress reports currently required by the Department; and
5. have received approval by the Department for all budget revisions required to cover all costs to be incurred by the end of the requisition period.

B. Payment by the Department - Upon receipt of the requisition form and the accompanying information in satisfactory form, the Department shall process the requisition, if the Grantee/Provider is complying with its obligations pursuant to this Agreement and has satisfied the Department of its need for the funds requested during the requisition period. If all of these circumstances are found to exist, the Department shall reimburse apparent allowable costs incurred by the Grantee/Provider up to the maximum amount of the Grant payable for this requisition period. However, reimbursement of any cost pursuant to this ITEM shall not constitute a final determination by the Department of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee/Provider. The Department will make a final determination as to allowability only after a final audit of the Project has been conducted.

In the event that the Department determines that the Grantee/Provider is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee/Provider stating the reasons for such determination.

C. Disallowed Costs - In determining the amount of the Grant, the Department may exclude all Project Costs incurred by the Grantee/Provider which it deems to be ineligible.

ITEM 8 - AMENDMENT

The Parties agree that no change or modification to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the Amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.

ITEM 9 - CONTINUANCE OF SERVICE

The Grantee/Provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least 30 days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Department, whichever comes first, the Grantee shall give written notice of the proposed action (or shall require the Contractor of such service to give such notice) to all units of local government within the Grantee's service area.

ITEM 10 - REAL PROPERTY, EQUIPMENT AND SUPPLIES

Unless otherwise approved by the Department, the following conditions apply to real property, equipment and supplies financed under this Agreement:

A. Use of Property: The Grantee agrees that Project real property, equipment, and supplies shall be used for the provision of transit services for the duration of their useful life, as determined by the Department. Should the grantee unreasonably delay or fail to use Project real property, equipment and supplies during their useful life, the Grantee agrees that Department may require the Grantee to return the entire amount (or a portion thereof) of Grant funds expended for real property, equipment, and supplies. The Grantee further agrees to notify the Department within 30 calendar days when any Project real property or equipment is withdrawn for use in transit service or when real property or equipment is used in a manner substantially different from the representation made by the Grantee in its Application or the text of the Project Description.

B. Maintenance: The Grantee agrees to maintain any State or federal funded project property and equipment at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations, that the Department or FTA may issue. For State and federally funded vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be performed. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

C. Transfer of Project Property:

(1) Grantee Request: The Grantee agrees that the Government may transfer assets financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used for any public purpose with no further obligation to the Government, provided that the transfer is authorized by the Department and the Federal Transit Administration.

(2) Government Direction: The Grantee agrees that the Government may require the Grantee to transfer title to any real property, equipment, or supplies financed with Federal assistance made available by this Agreement. The Grantee also agrees that the Government may direct the disposition of real property or equipment financed with Federal assistance funds made available under this Agreement, as set forth by 49 C.F.R. 18.31 and 18.32.

D. Withdrawn Property: If any Project real property, equipment, or supplies are not used in transit service for the duration of their useful life as determined by the Department, whether planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department within 30 calendar days.

(1) Federal Interest in Property: Unless otherwise approved by the Government, the Grantee agrees to remit to the Government interest in the fair market value, if any, of the Project Facilities whose aggregate value exceeds \$5,000.00. The amount of that interest shall be determined on the basis of the ratio of the assistance awarded by the Government for the Project to the actual cost of the Project.

(2) Fair Market Value: The following requirements apply to the calculation of fair market value.

(a) Unless otherwise approved in writing by the Department, the fair market value of Project Facilities will be the value of those Project Facilities at the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by the greater of either the appraised value or on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use. The fair market value of Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of the Project Facilities immediately before the casualty or fire irrespective of the extent of insurance coverage. The fair market value of real property shall be determined by competent appraisal based on an appropriate date as determined by the Government consistent with the standard of 49 CFR Part 24.

(b) Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that another reasonable method of determining fair market value be used, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the Project Facilities that, for any reason, have been withdrawn from service.

E. Misused or Damaged Property - If any damage to Project Facilities results from abuse or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition or refund the fair market value of the Government interest in the damaged property.

F. Obligations After Project Close-out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Section and 49 CFR 18.31 and 18.32.

ITEM 11 - ENCUMBRANCE OF PROJECT PROPERTY

A. Unless expressly authorized in writing by the Government, the Grantee/Provider agrees to refrain from:

1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any Project Facilities; or

2. Obliging itself in any manner to any third party with respect to Project Facilities.

B. The Grantee/Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Government interest or impair the Grantee's/Provider's continuing control over the use of Project Facilities.

ITEM 12 - PROCUREMENT

A. Contracts - All contracts for goods and property costing between \$300.00 and \$5,000.00 and all contracts for services exceeding \$100,000.00 must be approved by the Department prior to the Grantee/Provider executing or obligating itself to the subcontract. Any such contract or subcontract approved by the Department shall contain all of the contract clauses pursuant to FTA 4220.1C and the Federal Common Rule-Revised Office of Management and Budget Circular A-102 and shall comply with the requirements therewith. The Grantee/Provider shall follow state and federal law and procedures when awarding and administering contracts. The Grantee/Provider agrees to give full opportunity for free, open and competitive procurement for each contract as required by state law. No change or modification of the scope or cost shall be made to any such contract without prior Department approval in writing.

B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee and its contractors will agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. 5323 (h)(2).

C. Award to Other Than the Lowest Bidder - In accordance with the Federal Transit Act, as amended, 49 U.S.C. Section 5326 (c), a Grantee may award a third party contract to other than the lowest bidder in connection with a procurement, when such award furthers objectives that are consistent with the applicable regulations guidance that FTA may issue.

D. Force Account - FTA and the Department reserve the right to determine the extent of its participation in force account costs.

E. Capital Leases - As may be applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto.

F. Buy America - Each third party contract utilizing FTA assistance must conform with Section 165 of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation and uniform Relocation Assistance Act of 1987, and Section 1048 of the Intermodal Surface Transportation Efficiency Act of 1991, and FTA regulations, "Buy America Requirement - Surface Transportation Assistance Act of 1982," 49 CFR Part 661 and applicable revisions thereto. The Grantee has read and signed the enclosed Buy America Certification and will incorporate its provisions to every relevant third-party contract.

G. Cargo Preference - Use of United States Flag Vessels. As required by 46 CFR Part 381, the Grantee agrees:

1. To utilize privately owned United States-Flag Commercial Vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag Commercial Vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime contractor, in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S. W., Washington, DC 20590, marked with appropriate identification of the Project.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

H. Preference for Recycled Products - The Grantee/Provider agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained in 40 CFR Parts 247-254.

I. Bus Testing - To the extent applicable, the Grantee/Provider agrees to comply with FTA regulations, "Bus Testing," 49 CFR Part 665, and any revision thereto.

ITEM 13 - ETHICS

A. The Grantee/Provider shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts support by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee/Provider may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- (1) The employee, officer, board member, or agent;
- (2) Any member of his or her immediate family;
- (3) His or her partner; or
- (4) An organization that employs, or is about to employ, any of the above.

The conflict of interest requirement for former employees, officers, board members and agents shall apply for one year. The code shall also provide that the Grantee/Provider employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee/Provider or the locality relating to such contract subcontract or arrangement.

B. Interest of Members of or Delegates to Congress - In accordance with 41 U.S.C. # 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.

C. Bonus or Commission - The Grantee/Provider warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance thereunder.

D. False or Fraudulent Statements or Claims - The Grantee/Provider or its contractors acknowledge that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee/Provider the penalties of 18 U.S.C. Section 1001.31 U.S.C. Section 3801 et seq., and 49 U.S.C. app. Section 1607 (h), as the Government may deem appropriate. The terms of U.S.DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to this Project.

ITEM 14 - ACCOUNTING, RECORDS, AND ACCESS

A. Project Accounts - The Grantee/Provider shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project in conformity with requirements established by the Department.

B. Funds Received or Made Available for the Project - The Grantee/Provider shall appropriately record in the Project Account, and deposit in a federally insured bank or trust company, all Grant payments received by it from the Department pursuant to this Contract and all other funds provided for, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as "Project Funds."

The Grantee/Provider shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

C. Eligible Costs - Expenditures made by the Grantee/Provider shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:

1. be made in conformance with the final, approved application and the Approved Project Budget and all other provisions of this contract;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;
4. be actual net cost to the Grantee/Provider (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
5. be in conformance with the standards for allowability of costs established by the Department;
6. be satisfactorily documented; and
7. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee; and those approved or prescribed by the Grantee for its contractors.

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Department.

D. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

E. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee/Provider with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee/Provider stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

F. General Audit and Inspection - The Grantee/Provider shall permit, and shall require its Contractors to permit, the Department or any other State or Federal agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee/Provider and its Contractors with regard to the Project. The Department may also require the Grantee/Provider to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee/Provider agree to comply promptly with recommendations contained in the Department final audit report.

G. Record Retention - The Grantee/Provider (and its Contractors) certifies that it shall maintain for a minimum of five (5) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), adequate books, record, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Grantee/Provider agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

H. Reporting - At a minimum, the Grantee/Provider agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and other reports the Government may require.

ITEM 15 - RIGHT OF DEPARTMENT TO TERMINATE

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for when the Grantee is, or has been in violation of the terms of this Agreement or for convenience or when the Department determines that the purpose of the Acts would not be adequately served by continuation of Department financial assistance to the Project. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant will not invalidate obligations properly incurred by the Grantee/Provider and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. The acceptance of a remittance by the Department of any or all Project Funds previously received by the Grantee or the closing out of Department financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

Upon the occurrence of any condition or conditions listed in this ITEM, the Parties agree that the Department, by written notice to the Grantee, may elect to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof, or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice or recall, the Grantee shall immediately return such Grant payment or payments, or any portion thereof, which the Grantee has received pursuant hereto.

For example, the foregoing remedies shall become available to the Department if one of the following occurs:

A. There is any misrepresentation of a material nature in the Grantee's Application, or Amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Grantee required by the Department in connection with the Grant;

B. There is pending litigation which, in the opinion of the Department, may jeopardize the Grant or this Agreement;

C. There has been, in connection with the Grant, any violation of the State or Federal regulations, ordinances or statutes applicable to the Grantee, Provider, its officers or employees which in the opinion of the Department affects this Agreement;

D. Any contributions provided by the Department pursuant to this Agreement are used for an ineligible purpose;

E. The Grantee/Provider is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;

F. The Grantee/Provider is in default under any of the provisions of this Agreement;

G. There is a failure to make progress which significantly endangers substantial performance of the Project within a reasonable time. Such failure shall be deemed to be a violation of the terms of this Agreement;

H. The Grantee/Provider has failed to maintain the Project Facilities as required by this Agreement;

I. The Department determines that the purpose of the Acts would not be adequately served by continuation of State assistance to the Project; or

J. The State Legislature fails to make sufficient appropriations for this Grant.

ITEM 16 - PROJECT SETTLEMENT AND CLOSE-OUT

Upon receipt of notice of successful completion of the project or upon termination by the Department, the Department shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make settlement of the State Grant described in this Agreement. If the Department has made payment to the Grantee in excess of the total amount of such Department Grant, the Grantee shall promptly remit such excess to the State. The Project close-out occurs when the Department notifies the Grantee and forwards the final Grant payment or when an appropriate refund of State Grant funds has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

ITEM 17 - GRANTEE'S WARRANTIES

Grantee/Provider agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement.

Grantee/Provider warrants that there is no provision of its charter, by-laws or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement.

Grantee/Provider has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed thereunder and that Grantee/Provider will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed thereunder.

ITEM 18 - ASSIGNMENT OF AGREEMENT

The Grantee/Provider agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department.

ITEM 19 - COOPERATION IN CONNECTION WITH INSPECTION

In connection with any inspection under this Agreement the Grantee/Provider agrees to cooperate fully by making available reports of all prior inspections (including safety) and by performing such analyses, tests and furnishing of reports thereof as may be reasonably requested by the Department. All such inspections shall be performed without disruption or interference with service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee/Provider responsibility to maintain and repair such facilities, maintain its work schedule, or any other obligation assumed by the Grantee/Provider thereunder.

ITEM 20 - INDEMNIFICATION AND INSURANCE

The Grantee/Provider agrees to save harmless and indemnify the State, its agents, officers and employees, from any and all losses, expenses, damages (including loss of use), demands and claims and shall defend any suit or action, whether at law or in equity, brought against it based on any such alleged injury (including death) or damage and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said demands and claims resulting therefrom. This Agreement to hold the State harmless shall not be applicable to the extent such loss or damage is attributable to the negligence of the State.

The Grantee/Provider agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance as will protect the Grantee/Provider from any other claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations of the Project by the Grantee/Provider or by anyone directly or indirectly employed by or associated with the Project. The Grantee/Provider shall furnish the Department with certificates evidencing all such required insurance coverage, upon demand by the Department.

ITEM 21 - NON-WAIVER

The Grantee/Provider agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or default on the part of the Grantee/Provider which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available thereunder or under general principles of law or equity.

ITEM 22 - NON-COLLUSION

The Grantee/Provider warrants that it has not paid and agrees not to pay any bonus, commission, fee or gratuity for the purpose of obtaining any approval of its Application for any Grant pursuant to this Agreement. No State officer or employee, or member of the State General Assembly or of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

ITEM 23 - INDEPENDENCE OF GRANTEE

In no event shall the Grantee/Provider or any of its employees, agents, contractors or subcontractors be considered agents or employees of either the Department or the State. Furthermore, the Grantee/Provider agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the State and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 24 - LABOR LAW COMPLIANCE

The Grantee/Provider agrees to comply with all applicable State and federal labor laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, Special Section 5333B labor warranties for nonurbanized area programs, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. (Attachment A)

ITEM 25 - CIVIL RIGHTS

A. Title VI of the Civil Rights Act of 1964 (775 ILCS 5/2-101) Employee and (775 ILCS 5/2-105)Sec. 2-105. Equal Employment Opportunities; Affirmative Action. - The Grantee/Provider agrees to comply with, and assure the compliance

by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d; U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation --Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21.

B. Federal Equal Employment Opportunity - The following requirements apply to the Project: In implementing the Project, the Grantee may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee/Provider shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its third party contracts for Project implementation, except contracts for standard commercial supplies or raw materials and construction contracts, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

C. Illinois Human Rights Act - The following requirements apply to the Project:

In the event of the Grantee/Provider non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (Hereinafter "Department" for this subsection only), the Grantee/Provider may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Departments' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee/Provider obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee/Provider in its efforts to comply with such Act and rules and Regulations, the Grantee/Provider will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this ITEM in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Grantee/Provider will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Grantee/Provider will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

D. Sexual Harassment - The Grantee/Provider will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee/Provider internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

E. Disadvantaged Business Enterprise ("DBE") - The Department encourages all of its grantees to make a good-faith effort to contract with "DBEs." Grantees who receive more than \$250,000.00 agree to facilitate participation of disadvantaged business enterprises (DBE) as follows:

1. The Grantee/Provider agrees to comply with current U.S.DOT regulations at 49 CFR Part 23, including any amendments thereto that may be issued during the term of this Agreement.

2. The Grantee/Provider agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S.DOT assisted contract. The Grantee/Provider agrees to take all necessary and reasonable steps under 49 CFR Part 23 to ensure that eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee/Provider DBE program, if required by 49 CFR Part 23 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S.DOT may impose sanctions as provided for under 49 CFR Part 23.

3. The Grantee/Provider agrees to include the following clause in all agreements between the Grantee/Provider and in all third party contracts assisted by the Government between the Grantee/Provider or third party contractors:

4. The Grantee/Provider or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The requirement of 49 CFR Part 23 and the recipient's U.S. DOT-Approved Disadvantaged Business Enterprise (DBE) program (where required) are incorporated in this (Contract or Agreement) by reference. Failure by the (Contractor, or subcontractor) to carryout these requirements is a material breach of the (Contract or Agreement), that may result in the termination of this (Contract or Agreement) or such other remedy as the Department deems appropriate.

5. The Grantee/Provider agrees to treat lessees as follows:

a) The Grantee/Provider agrees not to exclude DBE's from participation in business opportunities by entering into long-term, exclusive agreements with non-DBE's for the operation of major transportation-related activities for the provision of goods and services to the facility or to the public on the facility.

b) A grantee required to submit an affirmative action program under 49 CFR Part 23 that has business opportunities for lessees shall submit for approval to the Department overall goals for the participation as lessees of firms owned and controlled by DBE's. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR part 23. The Grantee/Provider agrees to review these goals at least annually and whenever they expire, analyzing projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the Grantee/Provider agrees to submit new overall goals to the Department for approval. A grantee that fails to meet its goals for DBE lessee agrees to demonstrate to the Government in writing that it made reasonable efforts to meet the goals.

c) Except as provided in this section, the Grantee/Provider agrees to include lessees in affirmative action programs. The requirements of 49 CFR Part 23 do not apply to lessees, except for the requirement that lessees avoid discrimination against DBE's.

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee/Provider shall comply with all applicable state and federal requirements under ADA.

2. Access Requirements for Individuals with Disabilities - The Grantee/Provider agrees to comply with and assure that any third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. section 1612; and the following regulations and any amendments thereto:

a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.

b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

c) DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

d) Department of Justice (DOJ) regulations; "Nondiscrimination on the Basis of Disability in State and Local Government Services," 38 CFR Part 35;

e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

g) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and

h) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

ITEM 26 - SEVERABILITY

The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

ITEM 27 - INTELLECTUAL PROPERTY

A. Patent Rights

1. If any invention, improvement, or discovery of the Grantee/Provider or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee/Provider agrees to notify the Department and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee/Provider, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

2. The Grantee/Provider agrees to include this ITEM in its third party contracts for planning, research, development, or demonstration under this Project.

B. Rights in Data and Copyrights

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

2. The following restrictions apply to all subject data first produced in the performance of this Agreement.

a) Except for its own internal use, the Grantee/Provider may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee/Provider authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

b) As authorized by 49 CFR section 18.34, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

(i) Any subject data developed under a grant, cooperative agreement, subgrant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a grantee, or a third party contractor purchases ownership with federal assistance.

3. When the Government provides assistance to a Grantee/Provider for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA determines otherwise, the Grantee of FTA assistance to support planning, research, development, or a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in SUB-ITEM (B)(2) of this ITEM, FTA may make available to any FTA grantee, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in SUB-ITEM (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use which costs are financed with federal capital funds (section 3, 9, 16, 18, or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).

4. Unless prohibited by state law, the Grantee/Provider agrees to indemnify, save and hold harmless the Department and FTA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee/Provider of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The Grantee/Provider shall not be required to indemnify the Department and FTA for any such liability arising out of the wrongful acts of employees or agents of the Department and FTA.

5. Nothing contained in this section on rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.

6. The requirements of SUB-ITEMS (b)(2),(3), and (4) of this ITEM do not apply to material furnished to the Grantee/Provider by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee/Provider at the time of delivery of such work.

7. Unless FTA determines otherwise, the Grantee/Provider agrees to include the requirements of SUB-ITEM (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, development, or demonstration under this Project.

ITEM 28 - TITLES

The Parties agree that the titles of the times of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

ITEM 29 - SCHOOL BUS OPERATIONS

The Grantee/Provider agrees not to engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, provided that this requirement shall not apply to a grantee which operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system. The Grantee/Provider shall submit to the Department a certification that it is not engaged in school bus operations in violation of State and federal law 20 ILCS 2705/49.19 (Civil Administrative Code of Illinois. Department of Transportation Law).

ITEM 30 - NON-CONSTRUCTION CONTRACTS

A. Pursuant to Department of Labor regulation, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500.00 let by the Grantee/Provider in carrying out the Project:

1. **Contract Work Hours and Safety Standards** - The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statues cited in 29 CFR Section 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of five years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Grantee or Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration, U.S. Department of Transportation, or the Department of Labor, and the Grantee/Provider or Contractor will permit such representatives to interview employees during working hours on the job.

2. **Nonconstruction Subcontracts** - The Grantee/Provider or Contractor shall insert in any subcontract the clauses set forth in 29 CFR Sec. 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Section 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

B. **State and Local Government Employees** - The provisions of the Fair Labor Standards Act, as amended, apply to State and local government employees participating in the FTA assisted project with the Grantee/Provider.

C. **General Labor Provisions** - The Grantee/Provider agrees to comply with all applicable state and federal labor laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

D. **5333(B) Warranties** - The Grantee/Provider agrees to comply with the terms and conditions of the Special Warranty for the Non-Metro Area Program agreed to by the Secretaries of Transportation and Labor, dated May 13, 1979, and the procedures implemented by U.S.DOL.

ITEM 31 - SUBSTANCE AND ALCOHOL ABUSE

The Grantee/Provider agrees to comply with the Illinois (30 ILCS 580/1 *et seq.*) and U.S. DOT Drug Free Workplace Acts, and U.S. DOT regulations, "Drug Free Workplace Requirements (Grants)," 49 CFR Part 29, Sub-part F, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and has signed the certification attached to this Agreement.

To the extent the Grantee/Provider or any third party contractor at any tier, performs a safety sensitive function under the Project, the Grantee/Provider agrees to comply with, and assures the compliance of each third party contractor at any tier, with 49 U.S.C. 5330-5331 and 49 CFR 653-654.

ITEM 32 - DEBARMENT AND SUSPENSION

This Grantee/Provider agrees to obtain certifications on debarment and suspension from its third party contractors and sub-recipients and otherwise comply with Government regulations, including Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. 29, and Illinois law. (Attachment B)

ITEM 33 - ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

The Grantee/Provider recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project.

Accordingly, the Grantee/Provider agrees to adhere to, and impose on its sub-recipients, and such federal and state requirements, as the Government may now or in the future promulgate. The Grantee/Provider expressly understands that this list does not constitute the Grantee/Provider entire obligation to meet federal requirements.

A. Environmental Protection - To the extent applicable, the Grantee/Provider agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 *et seq.*; Section 1610 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Part 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR Part 771.

B. Air Quality - The Grantee/Provider agrees to comply with applicable requirements of Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Sub-part T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93. To support the requisite air quality conformity finding for the project, the Grantee/Provider agrees to implement each air quality mitigation and control measure incorporated in the Project. The Grantee/Provider agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project set forth in SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Grantee/Provider should be aware that the following EPA regulations, among others, may apply to its Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

C. Use of Public Lands - No publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the Project unless specific findings required by 49 U.S.C. Section 303 are made by the U.S. DOT.

D. Historic Preservation - The Grantee/Provider agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. Section 470f.

E. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee/Provider agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. app. Section 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

F. Energy Conservation - The Grantee/Provider and its third-party contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*

G. Clean Water - The Grantee/Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. 1251 *et seq.*, and agrees to report and require each contractor or subgrantee at any tier to report any violation of these requirements resulting from any Project implementation activity of a contractor (at any tier), subgrantee (at any tier), or itself to the FTA and the Department, and the appropriate U.S. EPA Regional Office.

ITEM 34 - CHARTER SERVICE OPERATIONS

Neither the Grantee/Provider nor any mass transit operator that acts on behalf of a Grantee may engage in charter service operations except as provided under Section 3 (f) of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1602(f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 35 - PRIVACY

Should the Grantee/Provider, or any of its third party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy act of 1974 (The Act), 5 U.S.C. Section 552a, imposes information restrictions on the party managing the system of records.

A. For purposes of the Act, when the Agreement involves the operation of a system of records to accomplish a Government function, the Grantee and any third party contractors, sub-contractors, subgrantees and their employees

involved therein are considered to be Government employees with respect to the Government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this ITEM will make this Agreement subject to termination.

B. As used in this ITEM:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by the Grantee/Provider on behalf of the Government including, but limited to, his or her education, financial transactions, medical history, and criminal, or employment history and that contains his or her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals under the control of the Grantee/Provider on behalf of the Government from which information is retrieved by the name of the individual or by some identifying symbol or other identifying particular assigned to the individual.

C. The Grantee/Provider further agrees:

(1) To comply with the Privacy Act of 1974, U.S.C. Section 552a, and regulations thereunder, when performance under the Project involves the design, development or operation of any system of records on individuals to be operated by the Grantee/Provider, its third party contractors, subgrantees, or their employees to accomplish a Government function;

(2) To notify the Government when the Grantee/Provider or any of its third party contractors, subgrantees, or their employees anticipates operating a system of records on behalf of the Government in order to implement the Project, if such system contains information about individuals retrievable by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in carrying out this Project until the necessary and applicable approval and publication requirements have been met. The Grantee/Provider, its third party contractors, sub-grantees, and their employees agree to correct, maintain, disseminate, and use such records as required by the Act, and to comply with all applicable terms of the Act;

(3) To include in every solicitation and in every third party contract and sub-agreement when the performance of work under that proposed third party contract or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third party contract or sub-agreement to accomplish a Government function, a Privacy Act notification informing the third party contractor, or subgrantee that it will be required to design, develop, or operate a system of records on individuals to accomplish a Government function subject to the Privacy Act of 1874, U.S.C. Section 552a and Federal agency regulation and that a violation of the Act may involve the imposition of criminal penalties; and

(4) To include the text of c (1) through c(e) of this ITEM, in all third party contracts and sub-agreements under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

ITEM 36 - ILLINOIS GRANT FUNDS RECOVERY ACT

This Grant is subject to the Illinois Grant Funds Recovery Act, 20ILCS 705/1. This Grant is valid until June 30, 2022 and Grant funds are available to the Grantee/Provider and may be expended by the Grantee/Provider until said date unless the Department, at its discretion, grants an extension of time. Any Grant funds which are not expended or legally obligated by the Grantee at the end of this Agreement or by the expiration of the period of time Grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the PROJECT SETTLEMENT AND CLOSE-OUT ITEM in this Agreement. This GRANT FUNDS RECOVER ITEM is subject to further revision at the sole determination and discretion of the department.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1st of July, 2021, by their respective duly authorized officials.

Brandon Bell
Chairman, Coles County Board

Patricia Hicks
Executive Director, Coles County Council on Aging

Appendix D: Governing Board Resolution

Resolution

No. _____

Resolution authorizing submittal of the application dated August, 31 of 2021 for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

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

Section 1. That an application be made to the Division of Public & Intermodal Transportation, Department of Transportation, State of Illinois (The Department), for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting eligible public transportation capital costs of Coles County.

Section 2. That the Chairman of Coles County is hereby authorized and directed to sign and submit such application on behalf of Coles County

Section 3. That the Chairman of Coles County is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That the Chairman of Coles County is hereby authorized and directed to execute on behalf of Coles County the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That the Chairman of Coles County is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENT and ADOPTED the _____ day of _____, 2021

ATTEST: _____

Title

Title

Appendix C: Opinion of Counsel

Opinion of Counsel

I, the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and counsel for and attorney for Coles County. In this capacity, my opinion has been requested concerning the eligibility of Coles County for grant assistance under the provisions of the Civil Administrative Code of Illinois (Act), 20 ILCS 2705-305. You are hereby advised as follows:

1. Coles County is an eligible recipient as defined in state regulations.
2. There are no provisions in Coles County's charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit Coles County from making said application for or contracting with the State for the purpose of receiving a State capital improvement grant.
3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit Coles County from contracting with the State for the purpose of receiving a State capital improvement grant.

Based upon the foregoing, I am of the opinion that Coles County is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to apply for and to accept the grant from the State.

Signature: _____
(Attorney's Name)

Attorney for: Coles County

Date: _____

RESOLUTION TO AWARD

Section 21-00188-00-RS

WHEREAS, a letting was held at the Coles County Courthouse on July 20, 2021 at the hour of 10:00 A.M. for the bituminous surface placement on County Highway 19, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on July 6 & July 13, 2021; and the State's "Notice to Contractors Bulletin" on July 8 and July 15, 2021, and

WHEREAS, bids were received from 2 qualified contractors, and

WHEREAS, Ne-Co Asphalt Company Inc., PO Box 25, Charleston, IL 61920, submitted the low bid in the amount of \$144,511.50, and

WHEREAS, the engineer's estimate for said section was \$146,199.50.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to, Ne-Co Asphalt Company Inc., PO Box 25, Charleston, IL 61920,

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 10th day of August, 2021.

Julie Coe, County Clerk (SEAL)

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE VILLAGE OF ASHMORE AND

THE COUNTY OF COLES

This Agreement is made and entered into this ____ day of _____, 2021, by and between the COUNTY OF COLES, a body politic and corporate of the State of Illinois (hereinafter referred to as the "COUNTY"), and the VILLAGE OF ASHMORE (hereinafter referred to as the "VILLAGE"),

WHEREAS, the COUNTY and the VILLAGE may exercise, combine or transfer any power or powers, privileges, functions, or authority exercised by a public agency of this State, by intergovernmental agreement, pursuant to 5 ILCS 220/3,

WHEREAS, the VILLAGE is currently receiving funds pursuant to THE CANNABIS REGULATION AND TAX ACT, 410 ILCS 705/1-1, et seq, "the Act,"

WHEREAS, pursuant to THE CANNABIS REGULATION AND TAX ACT, there are various taxes collected related to the cultivation and sale or purchase of cannabis in the State of Illinois, and same funds are deposited into the Cannabis Regulation Fund administered by various agencies within the State of Illinois and allocated among various Funds related to crime prevention, the State's General Revenue Fund, and other Funds,

WHEREAS, a percentage of said tax revenue is also transferred into the Local Governmental Distributive Fund, which is to be distributed among local governments and used to support crime prevention programs, training, and interdiction efforts, including but not limited to detection, enforcement and prevention efforts, relating to the illegal cannabis market and driving under the influence of cannabis,

WHEREAS, the VILLAGE does not currently maintain its own law enforcement personnel but rather relies upon the Coles County Sheriff's Office for the provision of law enforcement personnel and services,

WHEREAS, in exchange for County's provision of crime prevention services and programs to the VILLAGE and continued training of its officers related to the detection and enforcement and prevention of illegal cannabis and related to the illegal cannabis market and driving under the influence of cannabis, the VILLAGE shall transfer the funds received by VILLAGE as a result of THE CANNABIS REGULATION AND TAX ACT from the Local Governmental Distributive Fund to COUNTY for allocation to the Coles County Sheriff's Office and further use of those funds as required in the ACT,

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

1. The COUNTY does hereby agree to provide personnel and services to the VILLAGE and to provide training to its officers and programs to the municipality and its citizens related to the detection, enforcement and prevention of illegal cannabis use.
2. The VILLAGE shall transfer any funds allocated to it under THE CANNABIS REGULATION AND TAX ACT from the Local Governmental Distributive Fund to the COUNTY.
3. The funds transferred by the VILLAGE to the COUNTY shall be used expressly for the purposes required by THE CANNABIS REGULATION AND TAX ACT, namely for the detection and enforcement and prevention of cannabis use in contravention of existing law and related to the illegal cannabis market and driving under the influence of cannabis.
4. The term of this Agreement shall commence immediately upon the last of the COUNTY and the VILLAGE to approve and execute it and continue until May 1, 2021, and thereafter shall renew automatically for annual terms commencing on May 1 of the year at issue and ending one year thereafter, unless one party notifies the other of its intent to terminate the agreement at least thirty (30) days prior to the end of the then term.
5. The COUNTY shall indemnify the VILLAGE for its failure to allocate the funds in the manner required under THE CANNABIS REGULATION AND TAX ACT and hold the VILLAGE harmless for any damage, fine, penalty, interest, or other expense or loss arising related thereto, including but not limited to audit costs, attorney's fees, and costs of any court or administrative proceeding. This indemnification provision shall survive the termination of this Agreement.
6. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. This Agreement may be amended by mutual consent of all of the parties, which shall be in writing and signed and executed with the same formality with which this instrument was executed.
7. The parties may not assign, transfer or otherwise convey their rights or obligations under this Agreement without the prior written consent of the other party.
8. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, any party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other parties.
9. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as

constituting the COUNTY or SHERIFF (including its officers, employees and agents) as agents, representatives, or employees of the VILLAGE for any purpose, or in any manner, whatsoever.

10. The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the Fifth Judicial Circuit Court, Coles County, Illinois.

11. Each person signing this Agreement on behalf of one of the parties agrees, represents and warrants that he or she has been duly and validly authorized to execute this Agreement on behalf of their party.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

County of Coles

ATTEST:

By: _____

Chairman
Coles County Board

By: _____

Coles County Clerk and
Ex-officio Clerk of the Coles
County Board

Date: _____

Date: _____

Coles County Sheriff

Village of Ashmore, Illinois

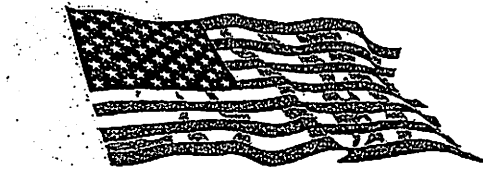
By: _____

Kurt Crail, Village President

Date: _____

Prepared by: Cara C. Shoaff,
Shoaff & Vandeventer, LLC,
1519 University Ave, Charleston IL 61920;
Ph: 217-234-3143; shoaff@sandvllaw.com

VILLAGE OF ASHMORE



Resolution #20-1027A

**A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH COLES COUNTY
REGARDING CANNABIS TAX FUNDS**

**ADOPTED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF ASHMORE
THIS 27th day of October, 2020.**

RESOLUTION #20-1027A
A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH COLES COUNTY REGARDING CANNABIS USE TAX FUNDS

Whereas the VILLAGE OF ASHMORE is receiving funds allocated to it under the Cannabis Regulation and Tax Act, namely 410 ILCS 705/1-1, et seq, which is to be used to support crime prevention programs, training, and interdiction efforts, including but not limited to detection, enforcement and prevention efforts, related to the illegal cannabis use and driving under the influence of cannabis,

Whereas, the VILLAGE OF ASHMORE does not have its own law enforcement personnel but utilizes the services of the County for law enforcement, and as such, it desires to transfer those funds received in order to assure the funds are dedicated to the required purposes of the Cannabis Regulation and Tax Act,

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE VILLAGE OF ASHMORE TRUSTEES, as follows:

SECTION ONE:

The intergovernmental agreement, a copy of which is attached hereto and incorporated by reference as Exhibit A, is made a part hereof and is hereby approved and adopted.

SECTION TWO:

Village President, Kurt Crail, is hereby authorized to enter into said agreement on behalf of the Village and to execute it as President.

THIS RESOLUTION shall be effective immediately upon passage and approval.

PASSED THIS 27th DAY OF October, 2020.

| | AYE | NAY | ABSTAIN | ABSENT |
|---------------|----------|-------|---------|--------|
| Morgan Biggs | <u>X</u> | _____ | _____ | _____ |
| Bill Edwards | <u>X</u> | _____ | _____ | _____ |
| Dane Perdieu | <u>X</u> | _____ | _____ | _____ |
| Cindy Richey | <u>X</u> | _____ | _____ | _____ |
| Bryan Watson | <u>X</u> | _____ | _____ | _____ |
| Cathy Welborn | <u>X</u> | _____ | _____ | _____ |

APPROVED:

Kurt Crail
 Kurt Crail, Mayor
 (SEAL)



ATTEST:

Jackie Freezeland
 Jackie Freezeland, Clerk

Prepared by:
 Cara C. Shoaff, Ashmore Village Attorney
 PO Box 250, 11 East Main St., Casey, IL 62420

RESOLUTION #20-1027A
A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH COLES COUNTY REGARDING CANNABIS USE TAX FUNDS

EXHIBIT A:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ASHMORE
AND
THE COUNTY OF COLES**

This Agreement is made and entered into this ____ day of _____, 2021, by and between the COUNTY OF COLES, a body politic and corporate of the State of Illinois (hereinafter referred to as the "COUNTY"), and the VILLAGE OF ASHMORE (hereinafter referred to as the "VILLAGE"),

WHEREAS, the COUNTY and the VILLAGE may exercise, combine or transfer any power or powers, privileges, functions, or authority exercised by a public agency of this State, by intergovernmental agreement, pursuant to 5 ILCS 220/3,

WHEREAS, the VILLAGE is currently receiving funds pursuant to THE CANNABIS REGULATION AND TAX ACT, 410 ILCS 705/1-1, et seq, "the Act,"

WHEREAS, pursuant to THE CANNABIS REGULATION AND TAX ACT, there are various taxes collected related to the cultivation and sale or purchase of cannabis in the State of Illinois, and same funds are deposited into the Cannabis Regulation Fund administered by various agencies within the State of Illinois and allocated among various Funds related to crime prevention, the State's General Revenue Fund, and other Funds,

WHEREAS, a percentage of said tax revenue is also transferred into the Local Governmental Distributive Fund, which is to be distributed among local governments and used to support crime prevention programs, training, and interdiction efforts, including but not limited to detection, enforcement and prevention efforts, relating to the illegal cannabis market and driving under the influence of cannabis,

WHEREAS, the VILLAGE does not currently maintain its own law enforcement personnel but rather relies upon the Coles County Sheriff's Office for the provision of law enforcement personnel and services,

WHEREAS, in exchange for County's provision of crime prevention services and programs to the VILLAGE and continued training of its officers related to the detection and enforcement and prevention of illegal cannabis and related to the illegal cannabis market and driving under the influence of cannabis, the VILLAGE shall transfer the funds received by VILLAGE as a result of THE CANNABIS REGULATION AND TAX ACT from the Local Governmental Distributive Fund to COUNTY for allocation to the Coles County Sheriff's Office and further use of those funds as required in the ACT,

RESOLUTION #20-1027A
A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH COLES COUNTY REGARDING CANNABIS USE TAX FUNDS

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

1. The COUNTY does hereby agree to provide personnel and services to the VILLAGE and to provide training to its officers and programs to the municipality and its citizens related to the detection, enforcement and prevention of illegal cannabis use.

2. The VILLAGE shall transfer any funds allocated to it under THE CANNABIS REGULATION AND TAX ACT from the Local Governmental Distributive Fund to the COUNTY.

3. The funds transferred by the VILLAGE to the COUNTY shall be used expressly for the purposes required by THE CANNABIS REGULATION AND TAX ACT, namely for the detection and enforcement and prevention of cannabis use in contravention of existing law and related to the illegal cannabis market and driving under the influence of cannabis.

4. The term of this Agreement shall commence immediately upon the last of the COUNTY and the VILLAGE to approve and execute it and continue until May 1, 2021, and thereafter shall renew automatically for annual terms commencing on May 1 of the year at issue and ending one year thereafter, unless one party notifies the other of its intent to terminate the agreement at least thirty (30) days prior to the end of the then term.

5. The COUNTY shall indemnify the VILLAGE for its failure to allocate the funds in the manner required under THE CANNABIS REGULATION AND TAX ACT and hold the VILLAGE harmless for any damage, fine, penalty, interest, or other expense or loss arising related thereto, including but not limited to audit costs, attorney's fees, and costs of any court or administrative proceeding. This indemnification provision shall survive the termination of this Agreement.

6. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. This Agreement may be amended by mutual consent of all of the parties, which shall be in writing and signed and executed with the same formality with which this instrument was executed.

RESOLUTION #20-1027A
A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH COLES COUNTY REGARDING CANNABIS USE TAX FUNDS

7. The parties may not assign, transfer or otherwise convey their rights or obligations under this Agreement without the prior written consent of the other party.

8. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, any party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other parties.

9. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the COUNTY or SHERIFF (including its officers, employees and agents) as agents, representatives, or employees of the VILLAGE for any purpose, or in any manner, whatsoever.

10. The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the Fifth Judicial Circuit Court, Coles County, Illinois.

11. Each person signing this Agreement on behalf of one of the parties agrees, represents and warrants that he or she has been duly and validly authorized to execute this Agreement on behalf of their party.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

COUNTY OF COLES:

ATTEST:

By: _____
Chairman
Coles County Board

By: _____
Coles County Clerk and
Ex-officio Clerk of the Coles
County Board

Date: _____

Date: _____

RESOLUTION #20-1027A
A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH COLES COUNTY REGARDING CANNABIS USE TAX FUNDS

COLES COUNTY SHERIFF:

By: _____
Sheriff James "Jimmy" Rankin

Date: _____

VILLAGE OF ASHMORE:

By: _____
Kurt Crail, Village
President

Date: _____

Prepared by: Cara C. Shoaff,
Shoaff & Vandeventer, LLC,
1519 University Ave, Charleston IL 61920;
Ph: 217-234-3143; shoaff@sandvlaw.com