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IN THE CIRCUIT COURT, FIFTH JUDICIAL CIRCUIT  
EDGAR COUNTY  
STATE OF ILLINOIS

RIDES MASS TRANSIT DISTRICT, )  
 )  
 PLAINTIFF, ) 2016-L-16  
 )  
 VS. )  
 )  
 DONALD WISEMAN, AS EDGAR COUNTY )  
 TREASURER, )  
 )  
 DEFENDANT. )

REPORT OF PARTIAL PROCEEDINGS IN THE  
ABOVE-CAPTIONED CASE ON JANUARY 11, 2017, BEFORE THE  
HONORABLE JAMES R. GLENN, JUDGE OF SAID COURT.

APPEARANCES: MR. PATRICK HUNN  
LAW OFFICE OF ROBERT C. WILSON  
P.O. BOX 544  
HARRISBURG, IL 62946  
APPEARING ON BEHALF OF THE PLAINTIFF.

MR. JASON BROKAW  
GIFFIN WINNING COHEN & BODEWES P.C.  
1 W. OLD STATE CAPITAL PLAZA  
SUITE 600 MYERS BUILDING  
SPRINGFIELD, IL 62701  
APPEARING ON BEHALF OF THE DEFENDANT.

RHONDA J. BLACK, CSR  
OFFICIAL COURT REPORTER  
CSR # 084-004007  
COLES COUNTY COURTHOUSE  
CHARLESTON, IL 61920

1 THE COURT: THIS IS EDGAR COUNTY CASE NO.  
2 16-L-16 RIDES MASS TRANSIT DISTRICT VERSUS WISEMAN.

3 AND WHO DO WE HAVE HERE FOR THE PLAINTIFF?

4 MR. HUNN: PATRICK HUNN FOR THE LAW OFFICE  
5 OF ROBERT WILSON FOR THE PLAINTIFF, YOUR HONOR.

6 THE COURT: WE'LL SHOW MR. HUNN IS PRESENT  
7 FOR THE PLAINTIFF. AND ARE YOU MR. BROKAW?

8 MR. BROKAW: I AM MR. BROKAW.

9 THE COURT: MR. BROKAW IS HERE FOR THE  
10 DEFENDANT. WE ARE HERE ON THE MOTION TO DISMISS, AND  
11 I HAVE HAD AN OPPORTUNITY TO REVIEW THE MOTIONS AND  
12 THE MEMORANDUMS AND THE REPLIES. I APPRECIATE -- I  
13 APPRECIATE THAT OPPORTUNITY. I KNOW I WAS EMAILED  
14 SOME OF THOSE, AND I ALSO HAD THE FILE AS EARLY AS  
15 LAST WEEK, SO I HAVE HAD AN OPPORTUNITY TO REVIEW THE  
16 WRITTEN ARGUMENTS. MR. BROKAW, DO YOU HAVE ORAL  
17 ARGUMENT YOU WISH TO MAKE?

18 MR. BROKAW: YES, YOUR HONOR, BRIEFLY. THE  
19 -- I DO APPRECIATE THE COURT HAS READ ALL OF THAT, SO  
20 I WON'T SPEND A LOT OF TIME REHASHING ANY OF THE --  
21 THE SUMMARY OR FACTS IN THE MATTER, BUT REALLY  
22 DEFENDANT'S POSITION IS THIS, THAT THERE ARE TWO  
23 MAJOR COMPONENTS, ONE IS THAT WE DON'T HAVE ALL THE  
24 RIGHT PARTIES; AND TWO, THIS ISN'T AN ENFORCEABLE

1 CONTRACT. I BELIEVE IF YOU TAKE A LOOK AT THE  
2 ALLEGATIONS IN PLAINTIFF'S COMPLAINT AND EVEN IN THE  
3 RESPONSE TO THE MOTION TO DISMISS, THERE'S SEVERAL  
4 MENTIONS THAT THE COUNTY CONTRACTED, THE COUNTY  
5 CONTRACTED, THE COUNTY CONTRACTED, OR HAD THE  
6 AUTHORITY TO CONTRACT, BUT ALL WE HAVE FOR A NAMED  
7 DEFENDANT HERE IS THE TREASURER, AND THE TREASURER  
8 UNDER THE COUNTY'S CODE DOES NOT HAVE THAT AUTHORITY  
9 TO CONTRACT OR EVEN UNDER THE INTERGOVERNMENTAL  
10 COOPERATION ACT, WHICH IS EXPLAINED IN -- IN THE  
11 PARTIES' BRIEFS, SO I WOULD START OFF WITH WE DON'T  
12 HAVE EVERYONE OR WE DON'T HAVE THE CORRECT PARTIES IN  
13 THIS INSTANCE, AND SO THERE'S NOT REALLY A BASIS FOR  
14 BREACH OF CONTRACT UNDER A 615 MOTION. AS FAR AS  
15 HAVING AN ENFORCEABLE CONTRACT THE -- THE DEFENDANT  
16 WOULD MAINTAIN THAT THE CHICAGO LIMOUSINE CASE  
17 FACTORS IN THE PLAIN LANGUAGE OF THE -- THE  
18 ORDINANCES OR RESOLUTIONS, DEPENDING ON HOW YOU WANT  
19 TO REFER TO THOSE, SHOULD CONTROL WHETHER OR NOT A  
20 CONTRACTUAL RELATIONSHIP AROSE, AND EVEN IN LOOKING  
21 AT THE PLAIN LANGUAGE OF THOSE DEVICES EVEN IF YOU  
22 WERE TO TAKE EDGAR COUNTY'S RESOLUTION AS SOME SORT  
23 OF OFFER, THERE'S NO ACCEPTANCE ON THE PART OF RIDES  
24 MASS TRANSIT DISTRICT. IN FACT, ITS RESOLUTION ONLY

1 ALLUDES TO THE ANNEXATION. THERE'S NO REFERENCE TO  
2 THE CONTRIBUTION. THERE'S NO REFERENCE TO A -- A  
3 CONTRACT. THERE'S NO REFERENCE TO TERMS OR  
4 OBLIGATIONS BETWEEN THE TWO. IT'S JUST TWO  
5 ORDINANCES SETTING OUT THE POLICIES AND CARRYING OUT  
6 THE BUSINESS ITEMS OF THE INDIVIDUAL UNITS OF  
7 GOVERNMENT, AND THEN TO FURTHER THAT ARGUMENT THERE'S  
8 NOT AN ENFORCEABLE AGREEMENT. THERE'S SEVERAL BASES  
9 TO FIND THAT THOSE RESOLUTIONS AND/OR THE -- ANY SORT  
10 OF CONTRACT THAT MAY ARISE OUT OF THOSE RESOLUTIONS  
11 WERE VOID FROM THE OUTSET. IN PARTICULAR, UNITS OF  
12 LOCAL GOVERNMENT ARE REQUIRED BEFORE EXPENDING OR  
13 TRANSFERRING OR DISTRIBUTING ASSETS TO MAKE  
14 APPROPRIATIONS FOR THOSE EXPENDITURES. YOU'LL FIND  
15 IT IN THE COUNTY'S CODE; YOU'LL FIND IT IN THE  
16 MUNICIPAL CODE; AND YOU'D FIND IT IN THE TOWNSHIP  
17 CODE. AND WHERE ONE OF THOSE BODIES FAILS TO MAKE AN  
18 APPROPRIATION PRIOR TO SUCH AN EXPENDITURE OR  
19 DISTRIBUTION, ANY ACT FLOWING FROM THAT IS VOID, SO  
20 THEY COULDN'T CONTRACT IF THEY HADN'T SET ASIDE THE  
21 MONEY TO DO SO. THEY COULDN'T MAKE THE DISTRIBUTION  
22 OR THE CONTRIBUTION AS IT'S REFERRED TO IN SOME OF  
23 THE DEVICES WITHOUT THAT PRIOR APPROPRIATION, AND AT  
24 THIS POINT THERE'S NO WAY TO MAKE A PRIOR

1 APPROPRIATION. THAT CONTRACT IS VOID, CAN'T RATIFY  
2 IT, CAN'T MAKE A PRIOR APPROPRIATION YEARS AFTER  
3 THOSE RESOLUTIONS WERE PASSED, AND SO WHAT WE'RE LEFT  
4 HERE IS WITH A VOID SET OF ACTS. EXCUSE ME -- A  
5 SIGNIFICANT AMOUNT OF CONVERSATION IS GIVEN TO  
6 WHETHER OR NOT THERE WAS EVEN ANY AUTHORITY FOR THE  
7 UNDERLYING ACTS. BRIEF CONVERSATION OF DILLON'S RULE  
8 TOOK PLACE IN THE BRIEFING, A NON HOME RURAL UNIT  
9 SUCH AS A COUNTY NEEDS SOME SORT OF AUTHORITY WHETHER  
10 THAT ARISES UNDER A STATUTE OF THE CONSTITUTION TO  
11 UNDERTAKE ITS ACTS.

12 IF YOU LOOK AT THE LOCAL MASS TRANSIT  
13 DISTRICT ACT REALLY THE ONLY AUTHORITY GRANTED THERE  
14 IS TO THE AUTHORITY TO WIND DOWN AND THEN TO GIVE  
15 THOSE PROCEEDS TO THE COUNTY. THERE'S NO INDEPENDENT  
16 AUTHORITY THERE TO MAKE THAT CONTRIBUTION OR  
17 DISTRIBUTION, AND PLAINTIFFS HAVE DEDICATED A  
18 SIGNIFICANT AMOUNT OF TIME TO THE DOWNSTATE PUBLIC  
19 TRANSPORTATION ACT, BUT DEFENDANTS WOULD MAINTAIN  
20 THAT BEFORE AVAILING ITSELF OF THAT, THERE WOULD HAVE  
21 TO BE COMPLIANCE WITH THE OTHER TERMS OF THAT ACT;  
22 FOR INSTANCE, EXECUTION. I MEAN IT CLEARLY  
23 CONTEMPLATES A WRITTEN AGREEMENT, WHICH IS SUPPOSED  
24 TO BE FILED, THREE COPIES WHICH ARE SUPPOSED TO BE

1 FILED WITH THE ICC, AND IT'S SUPPOSED TO DEVOTE SOME  
2 TIME AND EXPLANATION TO THE OPERATION OF THE PUBLIC  
3 TRANSPORTATIONS TO BE UNDERTAKEN. LOOKING AT THE TWO  
4 RESOLUTIONS, THERE'S HARDLY ANY CONVERSATION THERE.  
5 THERE'S NO INDEPENDENT WRITTEN CONTRACT OR AGREEMENT  
6 THAT WAS EXCUSED BY BOTH PARTIES. IT JUST -- IT  
7 DOESN'T FLOW THAT THAT WAS -- THAT WAS THE  
8 AUTHORIZING STATUTE WHEN THE TERMS OF THAT -- OR  
9 EXCUSE ME, THE PROVISIONS OF THAT ACT HAVE NOT BEEN  
10 COMPLIED WITH, AND IN ADDITION TO THAT IF YOU ALSO  
11 LOOK AT THE FACE OF THE EDGAR COUNTY RESOLUTION,  
12 YOU'LL SEE THAT IT WAS -- ITS EFFECTIVENESS WAS  
13 CONDITIONED UPON ACCEPTANCE OF THAT PARTICULAR  
14 RESOLUTION BY RIDES MASS TRANSIT DISTRICT, AND AGAIN  
15 THE RESPONDING RESOLUTION THAT'S ALLEGED IN THE  
16 COMPLAINT IS SILENT AS TO ACCEPTANCE. IT ONLY SPEAKS  
17 AS TO ANNEXATION. AND THEN LAST BUT NOT LEAST I MEAN  
18 IF THERE'S NO AUTHORITY, THE COUNTY WOULD MAINTAIN  
19 THAT IF THERE'S NO AUTHORITY FOR THIS TRANSFER OF  
20 THIS CONTRACT, THEN THE TRANSFER IS NOTHING MORE THAN  
21 A GIFT. IT'S NOT RECEIVING ANYTHING IT WOULDN'T  
22 OTHERWISE -- OR EXCUSE ME, RIDES WOULDN'T BE --  
23 EXCUSE ME, EDGAR COUNTY BY MAKING THE TRANSFER  
24 WOULDN'T BE RECEIVING ANYTHING IT WASN'T ALREADY TO

1 -- ALREADY ENTITLED TO RECEIVE. AS SOON AS THE  
2 ECIMTD, THE PREDECESSOR ENTITY, WAS WOUND DOWN THE  
3 STATUTE REQUIRED THAT THOSE FUNDS BE TRANSFERRED TO  
4 THE -- THE TREASURER. THE TREASURER THEN DEPOSITS  
5 THEM IN THE COUNTY TREASURER. IT'S NOW THE PROPERTY  
6 OF THE COUNTY. THE COUNTY HAS A DUTY TO PROTECT THAT  
7 FOR THE BENEFITS OF THE INHABITANTS OF EDGAR COUNTY.  
8 ANNEXATION UNDER THE STATUTE DIDN'T REQUIRE ANY SORT  
9 OF INDEPENDENT CONTRIBUTION, SO COULD HAVE BEEN  
10 ANNEXED WITHOUT THAT CONTRIBUTION; IN OTHER WORDS,  
11 IT'S JUST SOMETHING EXTRA THAT THEY WOULD BE GIVING  
12 AWAY THAT IT COULD OTHERWISE USE, AND THEN BRIEFLY ON  
13 THE MANDAMUS, YOUR HONOR, THE ISSUE WITH THE MANDAMUS  
14 THEN IS THAT IT RELIES ON THIS COUNT I CONTRACT  
15 CLAIM, AND, YOU KNOW, FOR ALL THE REASONS WE'VE  
16 DISCUSSED, IF THE UNDERLYING CONTRACT IS VOID, IT  
17 DOESN'T MAKE SENSE THAT -- FOR A WRIT OF MANDAMUS TO  
18 ISSUE BASED ON THAT CONTRACT. MOREOVER THERE'S CASE  
19 LAW THAT WE'VE CITED TO THAT MANDAMUS RELYING SOLELY  
20 UPON THE CONTRACT IS NOT APPROPRIATE, AND IN BOTH  
21 CASES AND AGAINST BOTH COUNSEL THE FINAL ARGUMENT  
22 THAT THE COUNTY HAS ASSERTED AGAINST COUNTS I AND II  
23 IS THE ARGUMENT OF LACHES, AND IN THE CASE LAW CITED,  
24 THE COUNTY HAS ASSERTED THAT THERE IS A SIX-MONTH

1 PRESUMPTION THAT WHERE A PARTY WAITS MORE THAN SIX  
2 MONTHS TO ASSERT ITS RIGHTS AGAINST A UNIT OF LOCAL  
3 GOVERNMENT OR A PUBLIC BODY, IT'S PRESUMED TO HAVE  
4 SLEPT ON ITS RIGHTS, BUT IT'S MORE THAN JUST THE  
5 PASSAGE OF TIME. THE COUNTY IS DEALING WITH BUDGET  
6 CYCLES OVER AND OVER AGAIN, CHANGING MEMBERS OF THE  
7 BOARD. REALLY UNITS OF GOVERNMENT ARE LIMITED IN  
8 THEIR ABILITY TO BIND FUTURE BOARDS, AND ONCE THE  
9 TIME HAS PASSED AND THIS IS VOID, NOW THEY'RE PUTTING  
10 A HARDSHIP OF HOW DO THEY GO ABOUT MAKING THIS  
11 APPROPRIATION AND TRACKING DOWN AND MAKING SURE THAT  
12 OTHER PRESSING CONCERNS OF GOVERNMENT SHOULDN'T TAKE  
13 PRIORITY, AND I THINK IF YOU TAKE A LOOK AT THE  
14 LETTERS THAT ARE SUBMITTED ON BEHALF OF RIDES AS  
15 THEIR EXHIBITS, THEY SHOW THE -- THE EVIDENCE THAT  
16 DISAGREEMENT AROSE FAR IN ADVANCE OF WHEN THE SUIT  
17 WAS ACTUALLY FILED. VERY EASILY RIDES COULD HAVE  
18 FILED SUIT, STAYED THE SUIT UNTIL IT WAS CLEAR THERE  
19 WAS NO SETTLEMENT POSSIBLE, AND THEN FOR THOSE  
20 REASONS, EDGAR COUNTY WOULD RESPECTFULLY REQUEST THAT  
21 BOTH COUNTS I AND II BE DISMISSED.

22 THE COURT: THANK YOU, MR. BROKAW. MR.  
23 HUNN.

24 MR. HUNN: YES, YOUR HONOR. FIRST OFF I



1 WOULD LIKE TO ADDRESS THE FACT THAT THE DEFENDANTS  
2 HAVE CLAIMED THAT THERE IS NO ENFORCEABLE CONTRACT.  
3 UNDER THE INTERGOVERNMENTAL COOPERATION ACT TWO  
4 BODIES OF GOVERNMENT ARE ABLE TO -- ARE ABLE TO  
5 CONTRACT. NOW, EDGAR COUNTY ON JUNE 17 OF 2013  
6 APPROVED RIDES MASS TRANSIT COMING INTO THEIR COUNTY.  
7 RIDES RELIED ON THE FACT THAT, ONE, THE COUNTY BOARD  
8 HAD ALREADY APPROVED IT; AND, TWO, THE COUNTY BOARD  
9 WAS GOING TO TRANSFER THESE MONEY, THESE FUNDS FROM A  
10 WINDING UP OF EAST CENTRAL, AND SO ON JUNE 20 OF  
11 2013, THEY VOTED ON AND APPROVED BY MORE THAN  
12 TWO-THIRDS OF A VOTE THE ANNEXATION OF BOTH EDGAR  
13 COUNTY AND CLARK COUNTY. NOW, IN COMING UP WITH  
14 THESE RESOLUTIONS, SPECIFICALLY THE EDGAR COUNTY  
15 RESOLUTION, THE STATE'S ATTORNEY OF EDGAR COUNTY, WHO  
16 FOR ALL INTENTS AND PURPOSES IS THE ATTORNEY FOR  
17 THESE TYPES OF SITUATIONS FOR THE COUNTY, WAS THE ONE  
18 WHO ACTUALLY DRAFTED THE ORDINANCE OR RESOLUTION FOR  
19 EDGAR COUNTY. THE PURPOSE -- PURPOSES AND OBJECTIVES  
20 WITHIN THAT RESOLUTION WERE VERY CLEAR WAS THAT RIDES  
21 WAS GOING TO BEGIN TRANSPORTATION SERVICES IN EDGAR  
22 COUNTY. EAST CENTRAL THEIR LAST DAY TO PROVIDE  
23 TRANSPORTATION SERVICES WAS JUNE 30 OF 2013. RIDES  
24 BEGAN PROVIDING TRANSPORTATION SERVICES THE VERY NEXT

1 DAY. THERE WAS NO LULL IN THE TRANSPORTATION  
2 SERVICES WITHIN EDGAR COUNTY. NOW, WE WOULD ARGUE  
3 THAT THE -- THE FILING WITH THE ICC IS SIMPLY AN  
4 ADMINISTRATIVE STEP. IT SHOULDN'T BE DETERMINATIVE  
5 ON WHETHER A CONTRACT EXISTS OR NOT, AND IT CLEARLY  
6 STATES IN THE EDGAR COUNTY RESOLUTION THAT THE FUNDS  
7 AFTER THE WINDING UP OF EAST CENTRAL WOULD BE  
8 TRANSFERRED, SIGNED, CONVEYED TO RIDES. I THINK IT  
9 -- IT CAN ARGUABLY BE STATED THAT WITHOUT THE  
10 CONDITION OF TRANSFERRING THOSE FUNDS RIDES MAY OR  
11 MAY NOT HAVE ENTERED INTO EDGAR COUNTY KNOWING THAT  
12 COMING INTO A NEW COUNTY AND ANNEXING IT INTO THEIR  
13 DISTRICT REQUIRES THE EXPENDITURE OF VAST SUMS OF  
14 MONEY AS CAN BE SEEN OF THEM SPENDING -- OF RIDES  
15 SPENDING OVER \$600,000 TO SET UP FOR EDGAR COUNTY, SO  
16 WE -- WE -- WE BELIEVE THAT THERE IS AN ENFORCEABLE  
17 CONTRACT WHEN YOU LOOK AT BOTH THE ORDINANCE OF EDGAR  
18 COUNTY AND THE RESOLUTION OF RIDES THREE DAYS LATER  
19 RELYING ON EDGAR COUNTY'S PREVIOUS VOTE.

20 AS FAR AS THE CHICAGO LIMOUSINE CASE WE  
21 DON'T BELIEVE THAT THAT CONTROLS. WITHIN THAT CASE  
22 THEY CITED THE CASE OF PEORIA RIDE HEAVILY WITHIN  
23 THAT, AND WITHIN THAT CASE THERE WAS A RESOLUTION  
24 THAT WAS PASSED BY THE CITY OF PEORIA ALLOWING A --

1 BASICALLY A STREET -- STREETCAR COMPANY TO COME IN,  
2 SPEND MONEY, AND PROVIDE TRANSPORTATION SERVICES. IT  
3 SPEAKS WITHIN THAT CASE THAT ACCEPTANCE OF THE -- OF  
4 THE ORDINANCE AND CONSTRUCTION AND OPERATION OF THE  
5 STREET RAILWAY BECAME A VALID AND BINDING CONTRACT  
6 BETWEEN THE RAILWAY AND THE CITY WHEN THE RAILWAY  
7 CAME IN AND SPENT SOME VAST SUMS OF MONEY THAT IT  
8 SPENT AND SET UP SHOP WITHIN THE CITY, AND SO THERE  
9 WAS ACCEPTANCE IN THAT, IF NOT BYPASSING THEIR  
10 ORDINANCE TO COME AND DO IT, BUT BY THE PHYSICAL ACT  
11 OF -- OF ACTUALLY PROVIDING THOSE SERVICES AND  
12 SPENDING THE MONEY TO SET UP SERVICES WITHIN THAT, SO  
13 WE BELIEVE THAT PEORIA RIDE CONTROLS OVER CHICAGO  
14 LIMOUSINE.

15 AS FOR THE ISSUE OF FAILING TO JOIN THE  
16 COUNTY THE COUNTY HAS ALREADY VOTED -- THE COUNTY  
17 BOARD HAS ALREADY VOTED THAT ANY FUNDS THAT THEY  
18 RECEIVE FROM THE WINDING UP OF EAST CENTRAL WERE TO  
19 BE DISTRIBUTED TO RIDES AS A CONTRIBUTION TOWARDS  
20 THEM COMING IN, AND THIS MUST BE DONE BY THE  
21 TREASURER. THE COUNTY HAS ALREADY -- THE COUNTY  
22 BOARD HAS ALREADY DONE WHAT THEY NEEDED TO DO. IT IS  
23 UP TO THE TREASURER NOW TO ACT, AND THAT'S WHY THE  
24 TREASURER, NOT THE COUNTY BOARD, BECAUSE THE COUNTY

1 BOARD HAS ALREADY AUTHORIZED THIS. THE TREASURER  
2 JUST NEEDS TO ACT ON IT. IT'S THE TREASURER THAT'S  
3 HOLDING THIS UP AND NOT NECESSARILY THE COUNTY BOARD  
4 BECAUSE THE COUNTY BOARD HAS DONE WHAT THEY NEEDED TO  
5 DO BY STATING THAT THE TREASURER NEEDS TO DISTRIBUTE  
6 THESE FUNDS UPON RECEIVING THEM. FURTHER BY  
7 RECEIVING THIS MONEY AFTER WINDING UP AND THEN  
8 TRANSFERRING IT TO RIDES, THE COUNTY BOARD IS NOT  
9 ADDING TO THE EXPENDITURES OF THE COUNTY. THIS --  
10 THIS MONEY WAS EARMARKED. THIS WAS MONEY THAT THEY  
11 DIDN'T RECEIVE FROM TAXES OR OTHER SOURCES OF  
12 REVENUE. BASICALLY THE COUNTY TREASURER WAS TO ACT  
13 AS AN INTERMEDIARY OF RECEIVING THE MONEY AND THEN  
14 TRANSFERRING IT ON, SO THERE WAS NO ADDITIONAL  
15 EXPENDITURE THAT -- THAT WOULD BE OUTSIDE OF WHAT  
16 THEY APPROPRIATED AT THE BEGINNING OF THE YEAR WHEN  
17 THEY DID COME UP WITH THEIR BUDGET. AS FAR AS THE  
18 ORDINANCE BEING VOID AT INCEPTION ONCE AGAIN THE  
19 INTERGOVERNMENTAL COOPERATIONS ACT, THE DOWNSTATE  
20 TRANSPORTATION ACT AUTHORIZES THE APPROPRIATION FOR  
21 FUNDS FOR TRANSPORTATION SERVICES, SO THAT THERE IS A  
22 STATUTE THAT AUTHORIZES THIS TO HAPPEN, AND ONCE  
23 AGAIN IT WAS THE STATE'S ATTORNEY OF THE COUNTY WHO  
24 WAS THE ONE WHO DRAFTED THE ORDINANCE TO BEGIN WITH.

1 JUST A SLIGHT BACKGROUND THE ATTORNEY FOR  
2 RIDES AT -- AT THE TIME, WHICH WAS ROBERT WILSON WHO  
3 I WORKED FOR, HAD OFFERED TO DRAFT THE RESOLUTION, SO  
4 THAT WE WOULDN'T RUN INTO THESE TYPES OF PROBLEMS.  
5 THEY DECLINED THAT OFFER AND DRAFTED IT THEMSELVES.  
6 I DON'T BELIEVE THAT THEIR LACK OF KNOWLEDGE AND --  
7 AND SPECIFICITY SHOULD BE HELD AGAINST RIDES WHEN  
8 RIDES WAS RELYING ON THE FACT THAT THEY WERE GOING TO  
9 RECEIVE THIS MONEY WHICH WAS DETAILED IN THE  
10 ORDINANCE JUST BECAUSE THEY WEREN'T SPECIFIC ENOUGH,  
11 BUT ONCE AGAIN THIS EXPENDITURE OF FUNDS IS  
12 AUTHORIZED BY MULTIPLE STATUTES, AND THAT GOES ALONG  
13 WITH THE FACT THAT IT'S AN IMPERMISSIBLE GIFT. IT'S  
14 NOT A GIFT. I THINK ONCE THE ORDINANCE -- ORDINANCES  
15 AND RESOLUTIONS WERE PASSED IN 2013 IT TOOK OVER A  
16 YEAR FOR EAST CENTRAL TO WIND UP THEIR ACTIVITIES.  
17 IN I BELIEVE IT WAS OCTOBER OF 2014, EAST CENTRAL  
18 FINALLY GOT TO A POINT WHERE ALL OF ITS ASSETS WERE  
19 SOLD, AND THE MONEY WAS TRANSFERRED TO THE EDGAR  
20 COUNTY TREASURER. THIS WASN'T SOMETHING THAT -- THAT  
21 HAPPENED IN JUST A FEW MONTHS. HOWEVER, DURING THIS  
22 WHOLE TIME RIDES MASS TRANSIT DISTRICT WAS PROVIDING  
23 TRANSPORTATION SERVICES WITHIN EDGAR COUNTY HOLDING  
24 UP THEIR END OF THE BARGAIN BY MAKING SUCH THAT THERE

1 WAS NO LULL. THE **DOWNSTATE PUBLIC TRANSPORTATION**  
2 **ACTS** AUTHORIZED THE ACCEPTANCE OF FUNDS FROM ANY UNIT  
3 OF LOCAL GOVERNMENT FOR USE AND CONNECTION WITH  
4 PUBLIC TRANSPORTATION SERVICES, WHICH IS WHAT MY  
5 CLIENT IS DOING IS PROVIDING PUBLIC TRANSPORTATION  
6 SERVICES. NOW, AS FAR AS THE APPROPRIATION GOES IF  
7 -- OBVIOUSLY THERE WAS NO APPROPRIATION THAT WAS MADE  
8 IN THE COUNTY BUDGET FOR THIS; HOWEVER, THERE  
9 COULDN'T HAVE BEEN AN APPROPRIATION BECAUSE PRIOR TO  
10 EAST CENTRAL WINDING UP THEIR ACTIVITIES THERE WAS NO  
11 -- THERE WAS NO WAY OF KNOWING HOW MUCH THAT -- THAT  
12 TOTAL AMOUNT WOULD BE, SO THEY COULDN'T APPROPRIATE  
13 FUNDS WHEN THEY DIDN'T KNOW WHAT THE AMOUNT OF THE  
14 FUNDS WERE. THEREFORE, THEY COULDN'T HAVE DONE THE  
15 APPROPRIATION, ENTERED INTO THE CONTRACT, AND THEN  
16 APPROPRIATED THE FUNDS. IT JUST WASN'T -- IT'S NOT  
17 SOMETHING THAT IS -- IT'S SOMETHING THAT YOU CAN TAKE  
18 -- TAKE AN ACCURATE ESTIMATION OF LIKE YOU CAN WITH  
19 PROPERTY TAXES WHERE YOU KNOW APPROXIMATELY WHAT THE  
20 INCOME IS GOING TO BE, AND THEREFORE YOU CAN  
21 APPROPRIATE FUNDS TO DIFFERENT SUBSECTIONS OF THE  
22 GOVERNMENT. THEY HAD TO WAIT UNTIL THEY GOT THE  
23 FINAL AMOUNT BEFORE THEY COULD BEGIN APPROPRIATIONS,  
24 SO IF THE COUNTY BOARD DOES NEED TO DO ANYTHING, THEY

1 NEED TO DO AN APPROPRIATION NOW, SO THAT THOSE FUNDS  
2 CAN BE ACCOUNTED FOR AND -- AND SENT TO RIDES.  
3 AS FAR AS THE -- THE LACHES ARGUMENT GOES  
4 ONCE AGAIN EVERYTHING WAS WOUND UP IN 2014. FROM  
5 2014 THROUGH THE BEGINNING OF 2016, COUNSEL FOR RIDES  
6 WAS IN CONSTANT COMMUNICATION WITH MR. ISAF REGARDING  
7 THE PAYMENT OF FUNDS. FOR A GOOD PORTION OF THAT  
8 TIME, THERE WAS NO ARGUMENT THAT RIDES WAS TO RECEIVE  
9 THOSE FUNDS. ALL OF A SUDDEN IT'S SOME TIME IN 2015  
10 COUNSEL FOR RIDES RECEIVED EITHER A LETTER OR AN  
11 EMAIL SAYING THAT THERE MIGHT BE SOME ISSUES WITH  
12 APPROPRIATING THOSE FUNDS DUE TO KNOWLEDGE THAT WAS  
13 BROUGHT TO THEM BY A LOCAL WATCHDOG GROUP. THEN ALL  
14 OF A SUDDEN THERE BECAME AN ISSUE ON WHETHER THESE  
15 FUNDS WERE GOING TO BE DISTRIBUTED TO RIDES OR NOT.  
16 WHEN IT -- AFTER MULTIPLE LETTERS AND EMAILS GOING  
17 BACK AND FORTH, IT BECAME CLEAR THAT EDGAR COUNTY WAS  
18 NO LONGER GOING TO HOLD UP THEIR END OF THE BARGAIN  
19 AND TRANSFER THESE FUNDS TO RIDES. AT THAT POINT  
20 RIDES NEEDED TO MAKE A DECISION, AND NOT A DECISION  
21 THAT IT TOOK LIGHTLY, TO THEN FILE SUIT, SO THERE WAS  
22 NO SITTING ON -- MY CLIENTS WEREN'T SITTING ON THEIR  
23 HANDS FOR AN EXTENDED PERIOD OF TIME WAITING TO ALL  
24 OF A SUDDEN SURPRISE EDGAR COUNTY WITH THE FACT THAT

1 IT FELT THAT IT WAS ENTITLED TO THESE FUNDS. IT HAD  
2 ALWAYS HELD SINCE 2013 THAT IT WAS ENTITLED TO THESE  
3 FUNDS, AND IT WASN'T UNTIL LATE IN 2015 WHERE EDGAR  
4 COUNTY DECIDED THAT WASN'T GOING TO HOLD UP THEIR END  
5 OF THE BARGAIN. ONCE THAT BECAME CLEAR IN 2016 WE  
6 FILED SUIT, SO WE DON'T FEEL THAT THERE WAS ANY  
7 UNNECESSARY DELAY THAT RIDES HAD IN FILING SUIT, SO  
8 BECAUSE OF ALL THOSE REASONS WE FEEL THAT THE MOTION  
9 TO DISMISS SHOULD BE DENIED.

10 THE COURT: THANK YOU, MR. HUNN. DO YOU  
11 HAVE ARGUMENT IN REBUTTAL, MR. BROKAW?

12 MR. BROKAW: BRIEFLY, YOUR HONOR. THERE'S  
13 SEVERAL MENTIONS OF RELIANCE BOTH IN THE BRIEFINGS  
14 AND IN THE ARGUMENT, AND THAT'S NOT REALLY AN ELEMENT  
15 OF BREACH OF CONTRACT. THIS GOES TO THE PRIOR  
16 APPROPRIATION RULE, AND THERE'S CASE LAW IN ONE --  
17 EVEN ONE OF THE CASES CITED IN OUR REPLY BRIEF  
18 MENTIONS HOW HARSH THIS RULE IS, AND THE COURTS ARE  
19 AWARE THAT IT'S HARSH BUT THE PARTIES ARE -- THE  
20 CONTRACTS WITH UNITS OF LOCAL GOVERNMENT ARE DEEMED  
21 TO HAVE KNOWLEDGE OF THIS REQUIREMENT, AND RIDES IS  
22 NOT SOME CONTRACTOR THAT IS CONTRACTING WITH A UNIT  
23 OF LOCAL GOVERNMENT FOR THE FIRST TIME. THIS IS A  
24 FISTED UNIT OF LOCAL GOVERNMENT. IT'S AMASSED



1 SEVERAL ANNEXATIONS AND WORKED WITH SEVERAL OTHER  
2 PARTIES. THEY MUST HAVE KNOWN ABOUT THIS REQUIREMENT  
3 AND TO -- TO NOT -- TO PROCEED FORWARD IN JUNE AND  
4 JULY FOR WHATEVER REASON THE CASE MAY BE WHEN THE  
5 BUDGET CYCLE WAS COMING UP AND WOULD HAVE BEEN  
6 RESOLVED IN NOVEMBER WHERE AN APPROPRIATION MIGHT  
7 HAVE BEEN MADE PRIOR TO ANY SORT OF CONTRACT OR AT  
8 LEAST THE ALLEGATION OF A CONTRACT WAS COMING UP, SO  
9 I UNDERSTAND THERE MIGHT HAVE BEEN REASONS FOR  
10 EXPEDIENCY, BUT IN DEALING WITH THESE UNITS OF LOCAL  
11 GOVERNMENT PARTIES ARE ASSUMED TO HAVE THAT KNOWLEDGE  
12 OF THAT HARSH RULE AND SHOULD CONDUCT THEMSELVES  
13 ACCORDINGLY, AND THAT DIDN'T TAKE PLACE THIS TIME.

14 AS FAR AS THE STATE'S ATTORNEY BEING THE ONE  
15 DRAFTED -- DRAFTING THE -- THE ORDINANCE OR  
16 RESOLUTION IT'S NOT REALLY RELEVANT. I MEAN THESE  
17 BODIES DRAFT ALL THE TIME. THESE ORDINANCES ARE  
18 CARRYING OUT THE WILL OF THE OPPOSED BODY. THE  
19 OPPOSED BODY HAS AN OBLIGATION TO ITS INHABITANTS OR  
20 CITIZENS, WHAT HAVE YOU. WHETHER HE DRAFTED IT AND  
21 IT WAS RIGHT OR HE DRAFTED IT AND IT WAS WRONG, THE  
22 OPERATION OF LAW IS WHAT CARRIES THE DAY, AND IF IT'S  
23 VOID BECAUSE OF THE ARGUMENTS THAT WE'RE MAKING, IT'S  
24 VOID. IT DOESN'T MATTER IF THE STATE'S ATTORNEY

1 DRAFTED IT OR IF RIDES DRAFTED IT. WITH RESPECT TO  
2 THE INTERGOVERNMENTAL COOPERATION ACT BEING THE BASIS  
3 OF AUTHORITY FOR CONTRACTING, A QUICK EXAMINATION OF  
4 THE DEFINITION SAYS THAT PUBLIC BODIES OR PUBLIC  
5 AGENCIES CAN CONTRACT. THE TREASURER IS NOT UNTO  
6 ITSELF A UNIT OF LOCAL GOVERNMENT THAT WOULD FIT THE  
7 DEFINITION OF A PUBLIC AGENCY. IT'S AN OFFICER OF A  
8 PUBLIC AGENCY, AND THERE'S OPINIONS THAT EXIST THAT  
9 WE'VE CITED TO THAT OFFICERS OF THESE PUBLIC AGENCIES  
10 WITHOUT AUTHORIZATION FROM THEIR GOVERNING BODIES  
11 CAN'T CONTRACT. IT'S NOT THEIR ROLE, SO TO SAY THAT  
12 THE TREASURER IS THE ONE THAT'S BREACHING THE  
13 CONTRACT WHEN IT HAS NO AUTHORITY TO ENTER INTO ITS  
14 CONTRACT AND THERE'S BEEN NO ALLEGATIONS THAT THE  
15 TREASURER IS THE ONE THAT FORMED THE CONTRACT, IT  
16 SHOWS THAT WE DON'T HAVE THE CORRECT PARTY. AGAIN  
17 BACK TO THE PRIOR APPROPRIATION RULE PLAINTIFFS HAD  
18 MENTIONED THAT THE COUNTY HAS NOT EXPENDED ANY  
19 ADDITIONAL MONEY. WELL, THAT'S NOT ENTIRELY CORRECT.  
20 I MEAN IT MAY BE THAT THE MONEY DIDN'T START OUT AS  
21 THE COUNTY'S MONEY BUT BY OPERATION OF LAW THAT --  
22 THOSE FUNDS FROM THE WINDING DOWN BECAME THE COUNTY'S  
23 MONEY, AND IT HAD TO TREAT IT AS ITS OWN MONEY FROM  
24 THERE, AND THERE WAS NO APPROPRIATION, SO IT DOESN'T

1 ESCAPE THAT RULE THAT JUST BECAUSE THAT MONEY CAME  
2 FROM SOME OTHER SOURCE IN THE MIDDLE OF THE YEAR,  
3 COUNTIES RECEIVE MONEY ALL THE TIME, UNITS OF  
4 GOVERNMENT RECEIVE MONEY ALL THE TIME THROUGHOUT THE  
5 YEAR. IF THEY DON'T APPROPRIATE IT WITHIN THE  
6 CONFINES OF THEIR RESPECTIVE STATUTES, THEY CAN'T  
7 DISPERSE IT OR EXPEND IT OR TRANSFER IT, AND I'VE  
8 ALREADY TOUCHED ON THIS, BUT THE PROPER ROUTE, YOU  
9 KNOW, PLAINTIFFS ADMIT THERE WAS NO PRIOR  
10 APPROPRIATION. THE -- THE BUDGET -- THE ANNUAL  
11 BUDGET SHOWS AS MUCH. AS WAS MENTIONED COUNTIES  
12 ADOPT THEIR BUDGETS IN NOVEMBER. IT WAS A FEW SHORT  
13 MONTHS AWAY. COULD THEY HAVE STARTED A LITTLE  
14 EARLIER? THAT'S ALWAYS POSSIBLE, BUT IT WASN'T AS IF  
15 THEY HAD JUST ADOPTED THEIR BUDGET. THEY WERE GOING  
16 TO HAVE TO WAIT ANOTHER ENTIRE CYCLE TO COME BACK.  
17 THE FACT OF THE MATTER WAS THE PARTIES HAVE AN  
18 OBLIGATION TO FULFILL WITH THE PRIOR APPROPRIATION  
19 RULE. THEY DIDN'T DO IT, AND THE UNDERLYING CONTRACT  
20 OR ACTIONS ARE VOID. THAT'S ALL, YOUR HONOR.

21 **THE COURT: THANK** YOU. AS I'VE INDICATED I  
22 HAVE READ ALL THE WRITTEN ARGUMENTS, SO I'VE  
23 CONSIDERED THOSE WRITTEN ARGUMENTS ALONG WITH THE  
24 ORAL ARGUMENTS THAT HAVE BEEN PRESENTED TODAY. I

1 NOTE THAT THIS MOTION SEEKS RELIEF BOTH UNDER SECTION  
2 2-619 OF THE CIVIL PRACTICE LAW AND ALSO SECTION  
3 2-615. NOW, WITH REGARD TO SECTION 2-619, IT'S THIS  
4 COURT'S RULING TODAY THAT THE MOTION TO DISMISS  
5 PURSUANT TO SECTION 2-619 IS DENIED. IN THIS COURT'S  
6 VIEW, THE COUNTY DOES HAVE AUTHORITY TO ADOPT A  
7 RESOLUTION DIRECTING THE COUNTY TREASURER TO TRANSFER  
8 MONEYS FROM A DISSOLVED MASS TRANSIT DISTRICT TO A  
9 SUCCESSOR MASS -- MASS TRANSIT DISTRICT. THERE DOES  
10 HAVE TO BE A LEGITIMATE PURPOSE FOR EXERCISING THAT  
11 AUTHORITY BUT I DO FIND THAT IT IS, AND IT'S BASED ON  
12 THE AUTHORITY THAT'S BEEN SUBMITTED, THAT IT IS  
13 WITHIN THE COUNTY'S POWERS TO DO SO. THIS COMPLAINT,  
14 HOWEVER, DOESN'T DESCRIBE WHAT THE ACTUAL PURPOSE IS,  
15 WHY THE COUNTY DID THAT, AND I'LL DISCUSS THE  
16 RESOLUTIONS IN A MOMENT, BUT FOR A PROPER PURPOSE,  
17 THAT CAN HAPPEN, AND IF IT IS DONE FOR THAT  
18 LEGITIMATE PURPOSE, EXERCISING THAT AUTHORITY AS THE  
19 COUNTY DID IS NOT TANTAMOUNT TO AN IMPERMISSIBLE  
20 GIFT. THE COUNTY SIMPLY TOOK MONEYS INTENDED FOR USE  
21 IN PROVIDING MASS TRANSIT SERVICES FOR ITS CITIZENS  
22 AND DIRECTED THAT IT CONTINUE FOR SUCH USE.  
23 THAT SAID, HOWEVER, IT'S THIS COURT'S  
24 DETERMINATION TODAY THAT THE COUNTS -- BOTH COUNTS OF

1 THE COMPLAINT MUST BE STRICKEN FOR FAILING TO STATE A  
2 CLAIM FOR BREACH OF CONTRACT OR MANDAMUS, SO FOR  
3 THOSE REASONS, THE MOTION TO DISMISS PURSUANT TO  
4 SECTION 2-615 IS ALLOWED. IN COUNT I, IT'S THIS  
5 COURT'S VIEW THAT THE PLAINTIFF HAS -- THE PLAINTIFF  
6 FAILS TO SUFFICIENTLY SET FORTH THE OFFER, THE  
7 ACCEPTANCE, AND CONSIDERATION. IN THIS COURT'S VIEW,  
8 THE COUNTY'S RESOLUTION WAS NOT AN OFFER. THE  
9 PLAINTIFF'S RESOLUTION WAS NOT AN ACCEPTANCE OF AN  
10 OFFER, AND BASED ON THOSE CIRCUMSTANCES, THERE IS AN  
11 INADEQUATE SHOWING OF CONSIDERATION. ALSO THE  
12 PLAINTIFF FAILS TO SUFFICIENTLY LINK THE ACTUAL  
13 DEFENDANT IN THIS CASE, THE COUNTY TREASURER, TO ANY  
14 SUCH CONTRACTURAL RELATIONSHIP. IF A CONTRACTURAL  
15 RELATIONSHIP WAS IN FACT ESTABLISHED, IT WAS BETWEEN  
16 THE PLAINTIFF AND THE COUNTY, NOT THE PLAINTIFF AND  
17 THE COUNTY TREASURER. THE -- I WILL NOTE IN RESPONSE  
18 TO ONE OF THE ARGUMENTS, HOWEVER, THAT THE COUNTY IN  
19 THIS COURT'S VIEW DID AUTHORIZE AND DIRECT THE  
20 DEFENDANT COUNTY TREASURER TO TRANSFER THOSE MONEYS.  
21 BY VIRTUE OF THOSE RESOLUTION, THOSE MONEYS WERE  
22 ACTUALLY RECEIVED. I DON'T FIND WHERE THEY  
23 NECESSARILY NEEDED TO BE APPROPRIATED IN A BUDGET.  
24 THEY WERE RECEIVED BY -- BY THE COUNTY FROM THE

1 DISSOLUTION OF THE EAST CENTRAL ILLINOIS MASS TRANSIT  
2 DISTRICT. I REALIZE UNDER THE LAW THE MONEY GOES TO  
3 THE COUNTY, BUT AS I INDICATED AND AS IS EVIDENT FROM  
4 THE ARGUMENTS THE MONEY WAS RECEIVED FOR THE -- FOR  
5 THE USE OF A MASS TRANSIT DISTRICT AND CAN BE TURNED  
6 OVER FOR THAT CONTINUED USE, SO THAT THERE ISN'T A  
7 STOPPAGE IN THOSE SERVICES, SO THAT WAS AUTHORIZED,  
8 BUT THE NAMED DEFENDANT, THE COUNTY TREASURER, DID  
9 NOT TRANSFER THOSE MONEYS AS DIRECTED, AND THE REASON  
10 COULD BE BECAUSE THE LACK OF -- LACK OF A CONTRACT.  
11 THIS COURT FINDS THAT MAYBE THE RESOLUTION DOESN'T  
12 CREATE A CONTRACT, AND PERHAPS IF IT HAD BEEN DRAFTED  
13 BY COUNSEL FOR THE PLAINTIFF, IT WOULD HAVE  
14 ESTABLISHED THE -- THE NECESSARY CONSIDERATION, BUT  
15 SOMETIMES THERE'S MEMORANDA OF UNDERSTANDINGS,  
16 CERTAIN WRITTEN CONTRACTS OUTSIDE THE RESOLUTIONS  
17 WHICH ACTUALLY PRESENT THE OFFER, PRESENT THE  
18 ACCEPTANCE OF THE OFFER AND SHOWS THAT IT'S IN  
19 CONSIDERATION FOR DOING CERTAIN THINGS, FORFEITING  
20 CERTAIN THINGS, TURNING OVER CERTAIN THINGS, AND  
21 PERFORMING SERVICES. THE COMPLAINT DOES NOT STATE  
22 THAT THOSE THINGS WERE DONE.  
23 BECAUSE THE PLAINTIFF HAS NOT ESTABLISHED A  
24 CLEAR AFFIRMATIVE RIGHT UNDER BREACH OF CONTRACT OR

1 OTHERWISE TO THE REQUESTED RELIEF A WRIT OF MANDAMUS

2 WOULD ALSO NOT BE APPROPRIATE, SO FOR THOSE REASONS,

3 THE MOTION -- THE MOTION TO DISMISS IS ALLOWED

4 PURSUANT TO SECTION 2-615. BOTH COUNTS OF THE

5 COMPLAINT ARE STRICKEN AND I NEED TO ASK YOU THEN,

6 MR. HUNN, DO YOU WISH TO STAND ON THAT OR DO YOU WISH

7 TO SEEK LEAVE TO AMEND?

8 MR. HUNN: WE WOULD ASK LEAVE TO AMEND, YOUR

9 HONOR.

10 THE COURT: HOW MUCH TIME WOULD YOU NEED?

11 MR. HUNN: 21 DAYS.

12 THE COURT: ANY OBJECTIONS, MR. BROKAW?

13 MR. BROKAW: NO, YOUR HONOR.

14 THE COURT: HOW MUCH TIME AFTER THAT WOULD

15 YOU WANT TO FILE A RESPONSIVE PLEADING?

16 MR. BROKAW: I'M NOT QUITE AS FAMILIAR WITH

17 IT. I THINK MR. HUNN'S FIRM HAS BEEN INVOLVED FROM

18 THE BEGINNING. IF I COULD HAVE 30 DAYS TO RESPOND TO

19 THAT?

20 THE COURT: ANY OBJECTIONS, MR. HUNN?

21 MR. HUNN: NO OBJECTION, YOUR HONOR.

22 THE COURT: OKAY. WE WILL SHOW THEN THAT

23 THE MOTION TO DISMISS IS ALLOWED. BOTH COUNTS OF THE

24 COMPLAINT ARE STRICKEN. THE PLAINTIFF IS GIVEN

1 21 DAYS WITHIN WHICH TO FILE AN AMENDED COMPLAINT.

2 THE DEFENDANT IS GIVEN 30 DAYS THEREAFTER WITHIN

3 WHICH TO FILE ANY RESPONSIVE PLEADINGS. MR. HUNN,

4 ARE THERE ANY OTHER ACTIONS WE NEED TO TAKE TODAY?

5 MR. HUNN: I DO NOT BELIEVE SO, YOUR HONOR.

6 THE COURT: MR. BROKAW?

7 MR. BROKAW: NO, YOUR HONOR.

8 THE COURT: ALL RIGHT. WELL, THAT WILL

9 CONCLUDE OUR MATTER TODAY. THANK YOU BOTH. GOOD

10 MEETING YOU BOTH.

11 MR. HUNN: THANK YOU.

12 MR. BROKAW: THANK YOU, YOUR HONOR.

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IN THE CIRCUIT COURT FOR THE FIFTH JUDICIAL CIRCUIT  
COLES COUNTY, ILLINOIS

I, RHONDA J. BLACK, OFFICIAL COURT REPORTER FOR  
THE CIRCUIT COURT OF COLES COUNTY, FIFTH JUDICIAL  
CIRCUIT OF ILLINOIS, DO HEREBY CERTIFY THAT I  
REPORTED IN SHORTHAND THE PROCEEDINGS IN THE  
ABOVE-ENTITLED CAUSE; THAT I THEREAFTER CAUSED THE  
FOREGOING TO BE TRANSCRIBED IN TYPEWRITING, WHICH I  
HEREBY CERTIFY TO BE A TRUE AND ACCURATE TRANSCRIPT  
OF THE PROCEEDINGS HAD BEFORE THE HONORABLE JAMES R.  
GLENN, JUDGE OF SAID COURT.

DATED AT CHARLESTON, COLES COUNTY, ILLINOIS,  
THIS 24TH DAY OF JANUARY, 2017.

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RHONDA J. BLACK, CSR