



Ford County Coroner's Office

200 W. State

Paxton, IL 60957

1-217-379-9411 Office

Richard Flessner
Coroner

MONTH END REPORT AUGUST 2020

TOTAL DEATH INVESTIGATIONS	21
TOTAL RESIDENT DEATHS	18
TOTAL NON-RESIDENT DEATHS	3
Past Inquires or <u>Inquests Pending</u>	0
Inquires Pending this month	0
1) Natural Death Investigations	21
2) Undetermined Death	0
3) Suicide	0
4) Homicide	0
5) Accidental Death	0
5a) Accidental Motor Vehicle Death	0
5b) Accidental Drug or Alcohol Death	0
AUTOPSIES	0
TOXICOLOGY	0
EXTERNAL EXAMINATIONS	0
HOSPICE CASE-----	16
INQUESTS CONDUCTED	0
CREMATION PERMITS INVESTIGATED AND ISSUED	12
NOTIFICATIONS FOR OTHER COUNTIES	0
ORGAN & TISSUE DONATION	0
INVESTIGATIONS RETURNED TO THE MEDICAL PROFESSION	0
CREMATION PERMIT FEES RECIEVED	\$ 550.00
REPORT FEES	.00
MISC.FEES (Grant)	.00
TOTAL REVENUE	\$ 550.00

RESPECTFULLY SUBMITTED,

RICHARD FLESSNER
FORD COUNTY CORONER

COUNTY CLERK & RECORDER'S OFFICE

To the Chairman of the County Board of Ford County:

I, Amy Frederick, County Clerk and Recorder, in and for the County of Ford and State of Illinois, respectfully present the following report of all the fees and emoluments of my office, for the month of **AUGUST 2020** and during the month where I state the gross amount of all fees.

COUNTY CLERK													
REVENUE FOR THE MONTH	RECORDING FEES	VITAL RECORDS	MISC FEES	COUNTY TAX STAMPS 1/3	TAX CLERK FEES	COUNTY CLERK REVENUE	DEDICATED FUNDS AUTO REC. FEE (RSSA)	DEDICATED FUNDS AUTO VITAL FEE (VRSSA)	DOMESTIC VIOLENCE FUND (DVF)	GIS	RENTAL HOUSING SURCHARGE (RHSP)	DSC	DELINQUENT TAXES COLLECTED
Dec-19	4,959.00	1,793.00	2,659.50	6,213.50	1,806.00	17,431.00	2,636.00	454.00	10.00	2,669.00	1,602.00	608.00	46,977.49
Jan-20	4,368.00	1,993.00	4,232.45	1,622.25	2,752.00	14,967.70	2,296.00	418.00	25.00	2,346.00	1,422.00	376.00	43,028.38
Feb-20	4,386.00	2,040.00	1,584.25	4,868.75	1,118.00	13,997.00	2,344.00	450.00	5.00	4,218.00	1,476.00	480.00	23,294.48
Mar-20	4,638.00	1,733.00	1,357.30	1,953.00	1,720.00	11,401.30	2,476.00	332.00	30.00	4,459.00	1,530.00	228.00	40,084.83
Apr-20	5,412.00	1,106.00	729.15	1,768.75	1,720.00	10,735.90	2,808.00	322.00	0.00	5,175.00	1,782.00	528.00	42,195.83
May-20	5,946.00	869.00	429.00	2,095.25	774.00	10,113.25	3,182.00	242.00	0.00	5,718.00	2,007.00	400.00	29,270.62
Jun-20	8,910.00	1,537.00	1,288.50	2,297.75	774.00	14,807.25	4,768.00	376.00	40.00	8,568.00	2,988.00	500.00	22,547.49
Jul-20	6,629.00	2,003.00	1,218.25	1,729.50	1,290.00	12,869.75	3,512.00	486.00	40.00	6,334.00	2,142.00	540.00	49,399.16
Aug-20	6,078.00	2,049.00	1,935.50	1,343.50	516.00	11,922.00	3,226.00	486.00	50.00	5,784.00	2,043.00	564.00	12,315.95
Sep-20						0.00							
Oct-20						0.00							
Nov-20						0.00							
MID-YEAR	29,709.00	9,534.00	10,991.65	18,521.50	9,890.00	78,646.15	15,742.00	2,218.00	70.00	24,585.00	9,819.00	2,620.00	224,851.63
TOTAL	51,326.00	15,123.00	15,433.90	23,892.25	12,470.00	118,245.15	27,248.00	3,566.00	200.00	45,271.00	16,992.00	4,224.00	309,114.23

90.96% = Percent of estimated revenue generated for year to date.

Total County Clerk Receipt \$ 524,860.38

Dedicated Funds = \$ 30,814.00

Total estimated revenue = \$ 130,000.00

Actual office revenue = \$ 118,245.15

STATE OF ILLINOIS }
COUNTY OF FORD }

I, Amy Frederick, do solemnly swear that the foregoing account is in all respects just and true according to the best of my knowledge and belief, and that I have neither received directly or indirectly nor directly or indirectly agreed to receive or be paid for my own or another's benefit, any money, article or consideration than therein stated, nor am I entitled to any fee or emolument for the period therein mentioned, other than those specified.

Submitted this 1st day of September 2020.

Ford County Clerk & Recorder

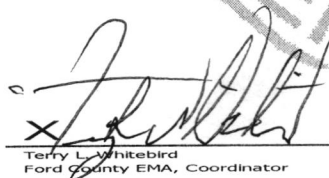


FORD COUNTY
OFFICE OF EMERGENCY MANAGEMENT
200 W State Street Room B-5
Paxton, IL 60957
Phone 217-379-9415



Activity Report for 01 August 2020, to 31 August 2020

04 August, 2020	Ford County Highway Committee Meeting (Roberts) Starcom21 Monthly Radio Drill (Paxton)
05 August, 2020	Ford County Sheriff's Committee Meeting (Paxton)
06 August, 2020	Local Government HR & Public Service Webinar
10 August, 2020	Ford County Board Meeting (Paxton)
11 August, 2020	IEMA/FEMA PA Grant Representative & FCEMA (Paxton)
12 August, 2020	CURES Applicant Assistance Webinar
13 August, 2020	FEMA EPM & RD Webinar
19 August, 2020	National COVID-19 Situational Update Conference call FEMA W/ Deputy Director.
20 August 2020	IEMA Regional Meeting
26 August 2020	IEMA Regional Meeting


Terry L. Whitebird
Ford County EMA, Coordinator

O. III

Ford County Highway Committee Minutes

The Ford County Highway Committee met on September 8, 2020, at the Ford County Highway Department in Roberts, Illinois.

Present at this regular scheduled meeting was committee chairman Tim Nuss, and Ann Irhke. County Engineer Greg Perkinson, County Board Chairman Robert Lindgren and EMA Director Terry Whitebird were also present. Mr. Nuss called the meeting to order at 7:00 a.m.

Mrs. Irhke moved to accept the Agenda. Seconded by Mr. Nuss. Motion passed.

First on the agenda was the review of the August minutes. Mr. Nuss moved and Mrs. Irhke seconded the motion that they be approved. The motion carried.

Mr. Whitebird discussed the continuing distribution of PPE supplies. Covid-19 expenses were closed out as of July 24. Next billings will be Covid 2020, phase 2.

August bills were read and presented by Mr. Perkinson. Mr. Nuss moved and Mrs. Irhke seconded the motion to approve the bills and present to the full board. The motion carried.

The committee then reviewed the fund balance report and the highway appropriations and expenses report.

Under old business the following items were discussed:

Mr. Perkinson informed the committee of the activities at the County Highway Department during the month of August and will provide a written report for the full board.

New Business:

Bids were opened for replacing a large culvert in Pella Township.

Resolutions:

Accepting low bid from Tobey's Construction for \$188,475.00.

There was no public comment.

Having no further items to discuss, Mrs. Irhke moved to adjourn at 8:20 am, seconded by Mr. Nuss. The motion carried.

Monthly Report to the Ford County Board
On Activities at the Highway Department
September 2020

The Ford County Highway Department completed the following activities during the month August 2020.

Engineering Division

- Entered claims and allotments to various county and township funds.
- Assisted Maintenance Division.
- Worked on 2020 Township MFT oil and chip construction.
- Inspected replacement of Loda Road Bridge.

Maintenance Division

- Performed maintenance and repair on County owned equipment.
- Conducted routine inspection and maintenance of roads, entrances, shoulders and signs on county system.
- Assisted with oil and chip construction.
- Replaced field entrance.
- Removed woody vegetation from right of way.
- Used spray patcher for road maintenance.

County Engineer

- Participated in Professional Development webinars.
- Worked with Road district's Attorney and Township Road Commissioners on Ford Ridge Windfarm Road Use Agreement.
- Worked on contract for Loda Road Bridge.

FORD COUNTY PROBATION AND COURT SERVICES

Stats for August 2020

AUGUST of 2020

ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	88	Active	50
Misdemeanors	42	Warrants	130
DUI Cases	57	TOTAL	180
Traffic Cases	13		
TOTAL	200		

JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	2	Active	1
Cont'd Supervision	4	Inactive	1
Informal	0	TOTAL	2
Other	0		
TOTAL	6		

PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	100	Cases	5
Hours	13475	Hours	210
TOTAL CASES:	105		
TOTAL HOURS:	13685		

RESTORATIVE JUSTICE / DIVERSION:

Intakes this month 0
Cases reviewed this month 0
Active Conference/Diversion Cases 0 Restorative Justice / Diversion 0

INVESTIGATIONS:

PSI's ordered 1 PSI's completed 3
Record Checks completed 0

INTAKES:

Adults: 6 Juveniles: 0

ELECTRONIC MONITORING / GPS:

Adults: 1 Juveniles: 0

CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:

Police 2 Clients 9

HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:

Home: 1 School 0

RESTITUTION / COMMUNITY SERVICE COMPLETED:

Restitution collected this month: 3185.38

Community Service collected:

Adults: 253 Juveniles: 0

AUGUST 2019 (Same month last year)

ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	104	Active	44
Misdemeanors	76	Warrants	98
DUI Cases	75	TOTAL	142
Traffic Cases	52		
TOTAL	307		

JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	2	Active	1
Cont'd Supervision	11	Inactive	0
Informal	0	TOTAL	1
Other	0		
TOTAL	13		

PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	144	Cases	10
Hours	19549	Hours	385
TOTAL CASES:	154		
TOTAL HOURS:	19934		

COMMUNITY MEETING ATTENDED THIS MONTH:

Ford County Board Meeting

Ford County Budget Meeting

Ford County Finance Meeting

TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:

12

Forensic Fluids Oral Saliva Training

IPCSA Executive Board Committee Meeting

TOTAL NUMBER OF HOURS WORKED OUTSIDE MON. - FRI. 8:30 - 4:30:

<u>OFFICER CASELOAD</u>	<u>ADULTS</u>	<u>JUVENILES</u>	<u>PRE-TRIAL</u>
Drug Court	1	0	
Jennifer Anderson	71	4	
Rocky Marron	82	1	
Ellen Maxey	5	0	106
Ariel Ochoa	94	2	
Suzie Shell	8	0	
Warrant Status	121	1	

INTAKES THIS MONTH:

<u>Adult:</u>		<u>Juvenile:</u>	
Felony Cases	4	Probation	0
Misdemeanors	1	Cont'd Supervision	0
DUI Cases	1	Informal	0
Traffic Cases	0	Other	0
TOTAL	6	TOTAL	0

CONFINEMENTS:

Juvenile Detention	0
IDOC Commitments	1

Group Home	Adults: 1	Juveniles: 0
Residential Substance Abuse Treatment:	Adults: 3	Juveniles: 0

ADULT PROGRAMS ORDERED THIS MONTH:**COMPLETED THIS MONTH:**

Alcohol / Substance Abuse Assessment	4	5
DUI Assessment	1	2
Alcohol / Substance Abuse Treatment	0	0
DUI Education	1	5
Victim Impact Panel	1	0
Cognitive Classes	0	1
Anger / Domestic Abuse Classes	0	3
Mental Health	0	1
Sex Offender Treatment	0	0
Parenting Classes	0	0
Psychiatric / Psychological Assessment	0	0
Traffic School/Hunter Safety	0	1

FORD COUNTY SHERIFF'S OFFICE

AUGUST 2020

ACTIVITY SUMMARY REPORT

INCOME RECEIVED

\$5,147.84 – Contracts	\$170.00 – Arrestee Medical Fund
\$1,019.95 – Civil Process	\$100.00 – Bond Fees
\$ 600.00 – Sheriff Sale	\$ 5.00 – Report Request
\$ 463.63 – Inmate Phones	\$ 2.82 – Dedicated Vehicle Fund
\$ 200.00 – DUI Reinforcement Fund	\$ 2.80 – Misc. Reimbursement

TRAFFIC ACCIDENTS- 05

WARNING CITATIONS-18

TRAFFIC CITATIONS-14

07 – Speeding	01 – Operating uninsured motor vehicle
02 – Disobeyed traffic control device	01 – Squealing/Screeching of tires
02 – Illegal transportation/alcohol	01 – No Seat belt

FIELD INCIDENT/COMPLAINT REPORTS

37 – Assist other agencies	05 – Custody Dispute	02 – Juvenile complaint
16 – Civil/Non-criminal Complaint	04 – Damage to property	02 – Vandalism
10 – Domestic trouble	04 – Abuse complaint	02 – Theft
10 – Motorist assist	04 – Harassment	02 – Violate court order
09 – Animal complaint	04 – Road hazard	02 – Noise complaint
09 – Investigation follow-up	03 – Property standby	01 – Security alarm check
08 – Suspicious vehicle	03 – Missing persons	01 – Burning complaint
07 – House check	03 – Sex offender fail to register	01 – Parking complaint
05 – Suspicious activity	03 – Suspicious person	01 – Intoxicated pedestrian
05 – Suicide threat/attempt	03 – Welfare check	01 – Hit & Run
05 – Burglary	02 – Fight in progress	01 – E911 hang up call

CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)

Court Summons: 23/28 Warrants: 25

MONTHLY REVENUE RECEIVED

\$7,712.04

FY20 TOTAL TO DATE

\$438,427.92

FORD COUNTY INMATES TOTAL MANDAYS TO DATE (3546)

This Month's Ford County Inmate Mandays: 461



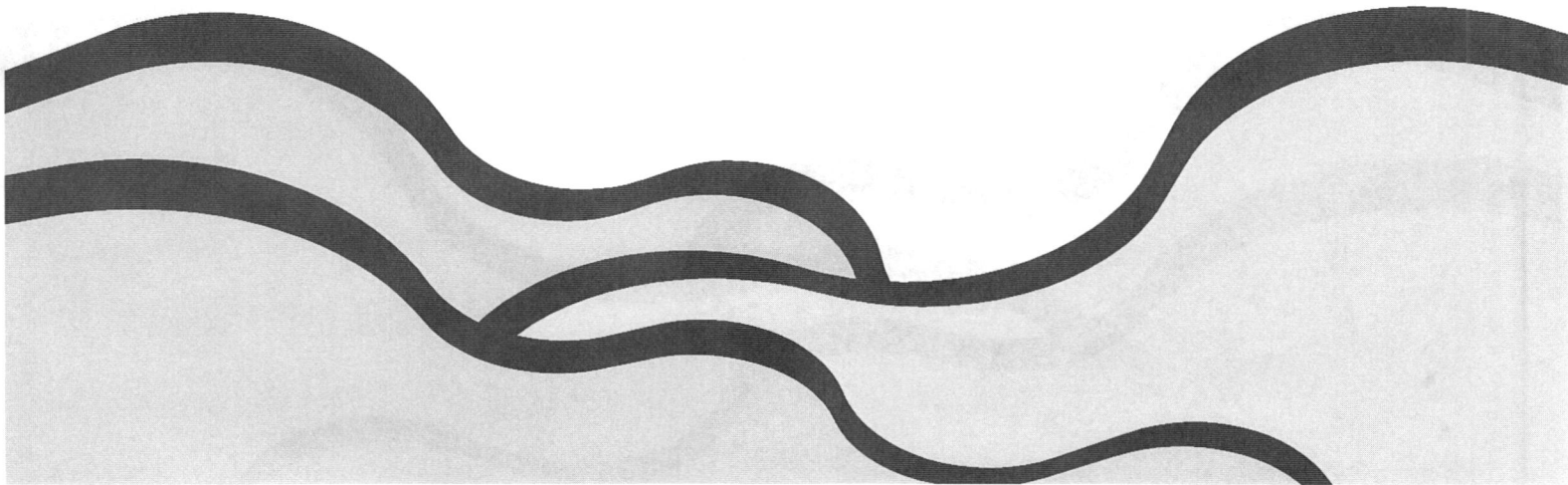
SEPTEMBER 2020 SUPERVISOR OF ASSESSMENTS REPORT

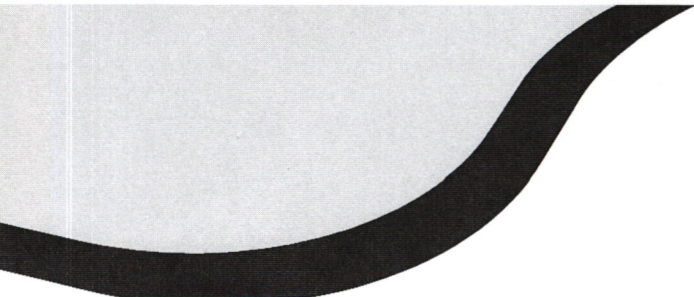
Brandon Magers came by to introduce himself and got everything Matt Rock left. He is very friendly and Katie and I look forward to working with him.

SPAM IS STILL A HUGE ISSUE! We get at least 50 day. Weeding thru the emails to find which we need to address is not only a time waster, but also a concern of opening an email that will give the computer a virus which will be costly.

Two of the Multi-Township Districts have paid their bills for valuing. Both checks have been deposited.

I have been attempting to contact the Board of Review members so that after they are reappointed, we can have a meeting to discuss the 2020 rules. I am hoping to have that squared away by the end of the month.

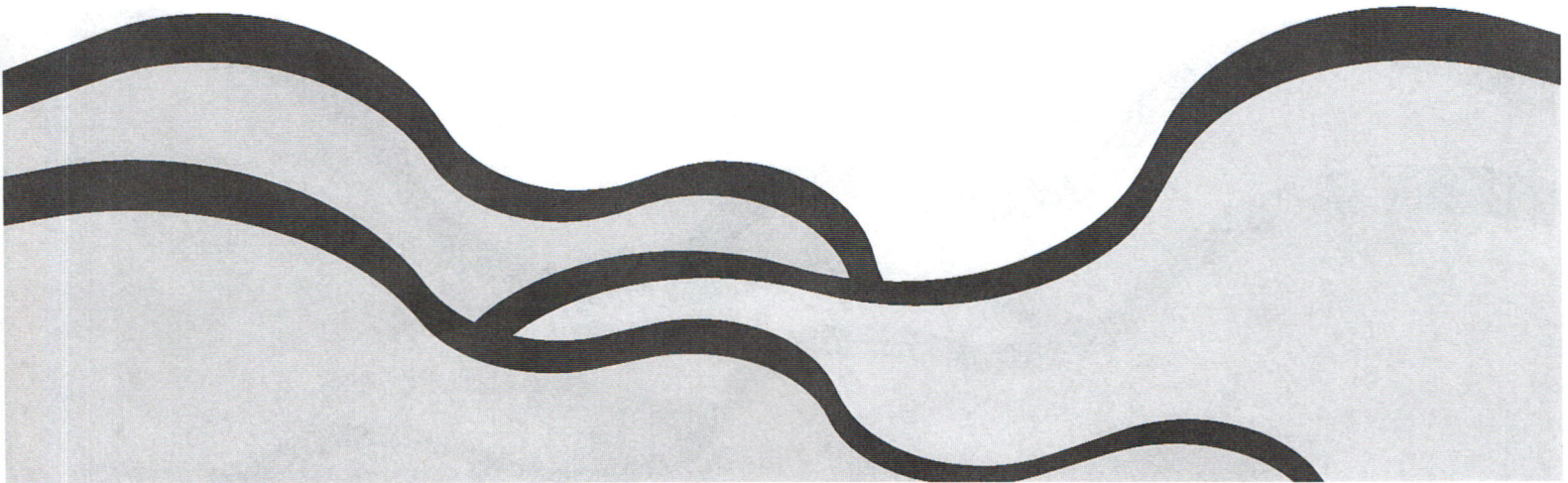




The process of rolling 2020 taxes has begun. CIC printed out the report for Katie and I to double check all changes made. Following our approval, township factors will be added where deemed necessary per the 3-year sales ratio study, lists for printing will be sent to the Ford County Record and any necessary Board of Review appeal hearings will be set.

Krishna, Katie and I have been working with CIC on technical difficulties as well as tax bills. There were 2 major issues with the bills this year. One dealing with the Disabled Veterans Exemptions and the other with address changes. The company has assured us that the new release set to update this week will fix both issues. We were not the only county to experience these problems.

I'm excited about the possibility of a volunteer to continue updating photos of parcels across Ford County. I don't have the details yet, but look forward to passing them along if scheduling works out. The end goal is to have these photos available to the public on the GIS site as well as printed out for the property record cards.



FORD COUNTY PUBLIC BUILDING COMMISSION
JULY 15, 2020

The Ford County Public Building Commission met in the Small Courtroom of the Courthouse in Paxton on Wednesday, July 15, 2020. The meeting was called to order by Chairman Ron Shapland at 2:00 P.M.

The roll call showed the following members in attendance: Chairman Ronald Shapland, Tom McQuinn, Del Bruens, Mike Bleich and Tom Townsend.

Also in attendance were Sheriff Doran, Ford County Treasurer Shoemaker and Clerk & Recorder Frederick.

Mr. Bruens moved to approve the Agenda. Mr. McQuinn seconded the motion to accept the Agenda. Voice Vote – Carried

Motion by Mr. Bruens to approve the July 9, 2020 Minutes. Mr. Bleich seconded. Voice Vote – Carried

The committee reviewed the amended By Laws from the last meeting. Mr. McQuinn made the motion to remove the last sentence in "Section 2 – No notice of regular meetings of the board shall be required." Mr. Bleich seconded it. Roll Call – Unanimous

The committee discussed the elevator project. After discussion, Mr. McQuinn made the motion to allow Reifsteck & Reid to conduct the bid process for the Courthouse elevator only. Mr. Bruens seconded it. Roll Call – unanimous

Mr. McQuinn made the motion allowing Chairman Shapland to sign a contract from Reifsteck & Reid to conduct the bid process for the Courthouse elevator not to exceed \$46,700.00. Mr. Bruens seconded it. Roll Call – Unanimous

Treasurer Shoemaker discussed a projected amount for the County Board portion of the FY 2021 Levy as a reimbursement. After discussion, Mr. Bruens made the motion to levy for \$200,000.00 for FY 2021 Levy reimbursement. Mr. McQuinn seconded it. Roll Call – Unanimous

Mr. Bruens motion to adjourn the meeting, Mr. McQuinn seconded it. Voice Vote – Carried
Meeting adjourned at 3:18 P.M.

Respectfully Submitted,

Amy Frederick
Ford County Clerk & Recorder

FORD COUNTY BOARD MINUTES

AUGUST 10, 2020

A. CALL TO ORDER:

The County Board of Ford County met pursuant to adjournment in the Ford County Board Room of the Ford County Jail in Paxton on Monday, August 10, 2020 at 7:00 p.m. The meeting was called to order by Ford County Board Chairman, Robert Lindgren.

B. ROLL CALL:

The roll call showed the following board members in attendance: Dr. Bernadette Ray, Cindy Ihrke, Jason Johnson, Randy Ferguson, Gene May, Tom McQuinn, Chuck Aubry, Ann Ihrke, Tim Nuss, Vice Chairman Chase McCall and Chairman Robert Lindgren. Mrs. Smith was not present.

C. PROCLAMATION:

Sheriff Doran

D. PLEDGE TO THE FLAG AND INVOCATION:

Chairman Lindgren

E. APPROVAL OF THE BOARD AGENDA:

Mr. Aubry made the motion to approve the Agenda. Mr. McQuinn seconded it. Voice Vote – Carried

F. COMMUNICATIONS:

G. NEW BUSINESS:

Mr. Lindgren gave each County Board Member an opportunity to pull any of the following items that need to be discussed so a roll call vote could be taken on all where a discussion was not needed:

- G.a. 1. Approval of the JULY 13 & JULY 22, 2020 County Board Minutes
2. Approval of Elected Official & Dept. Head Reports
3. Approval of Committee Minutes
4. Approval of the payment of Claims
5. Resolution regarding firing at the Ford Co. Public Health Dept.
6. Resolution appointing a Zoning Officer
7. Allowing the purchase of up to 2 Ubi Duo's
8. Allowing the purchase of up to 5 AED's
9. Allowing Clerk & Recorder to purchase a new lap top to be reimbursed through an Election Grant
10. Allowing the purchase of an Owl Labs camera/microphone for webinar meetings

The following items were pulled from the rollcall vote for further discussion:

5. Resolution regarding firing at the Ford Co. Public Health Dept. - *pulled*
6. Resolution appointing a Zoning Officer - *pulled*
7. Allowing the purchase of up to 2 Ubi Duo's - *pulled*
8. Allowing the purchase of up to 5 AED's - *pulled*
9. Allowing Clerk & Recorder to purchase a new lap top to be reimbursed through an Election Grant - *pulled*
10. Allowing the purchase of an Owl Labs camera/microphone for webinar meetings - *pulled*

Mr. McCall made the motion to accept all items not pulled for further discussion. Mr. Ferguson seconded it. Roll Call – Unanimous

Mr. Ferguson made the motion to accept **Resolution 20 – 54** - Allowing the Public Health Dept. to hire without prior approval from the County Board. Mr. McCall seconded it. Roll Call – Unanimous

Mr. Nuss made the motion to accept **Resolution 20 -55** – Appointing Brandon Magers as the Ford County Zoning Officer. Mrs. A. Ihrke seconded it. Roll Call – Unanimous

Mr. Johnson made the motion to allow the County Board to purchase 1 Ubi Duo. Mr. Ferguson seconded it. Roll Call – Ayes – 4, Nays – 7

(Nays – Ray, C. Ihrke, McQuinn, Aubry, A. Ihrke, Nuss, McCall)

**** MOTION FAILED ****

Mr. Ferguson made the motion to allow the County Board to purchase up to 5 AED's. Mr. Aubry seconded it. Roll Call – Ayes - 9, Nays - 2
(Nays – C. Ihrke & A. Ihrke)

Mr. McQuinn made the motion allowing the Clerk & Recorder to purchase a new lap top to be reimbursed by and Election Grant. Mr. McCall seconded it. Roll Call – Unanimous

Mr. McCall made the motion to allow the purchase of the Owl Lab camera/microphone to be used for webinar meetings. Mr. Ferguson seconded it. After discussion Mr. McCall amended his motion to the following: allow the purchase of up to \$1,500.00 for the Owl Lab camera/microphone to be used for webinar meetings. Mr. Ferguson seconded the revised motion.
Roll Call on the amendment – Unanimous

Roll Call on allow the purchase of up to \$1,500.00 for the Owl Lab camera/microphone to be used for webinar meetings – Ayes – 10, Nays – 1 (Nay – C. Ihrke)

G.b. 1. EMA Coordinator Whitebird briefly updated the County Board on a Mutual Aide Agreement with Hoopeston EMA.

H. COMMENTS FROM THE FLOOR:

- Treasurer Shoemaker was asked to update the board on the tax bills. Clerk & Recorder Frederick shifted files to the Treasurer's office late Thursday, August 6, 2020 and then the Treasurer sent the files to the printers on Friday, August 7, 2020 hoping the bills get mailed in 5 to 7 business days.

I. ADJOURNMENT:

Mr. Ferguson moved to adjourn; Mr. Nuss seconded the motion.
The meeting ended at 8:26 P.M.

J. PROCLAMATION:

The next monthly meeting will be Monday, September 14, 2020 at 7:00 P.M.

Respectfully Submitted,
Amy Frederick, County Clerk

Approved _____

**FORD COUNTY BOARD SPECIFICALLY
FINANCE COMMITTEE MEETING
AUGUST 20, 2020**

The Finance Committee met on Thursday, August 20, 2020, at 5:00 P.M. in the Sheriff's Board Room at the Jail. Those in attendance were: Chairman McCall, Mr. Ferguson, Mr. Aubry and Mrs. Smith. Also in attendance were State's Attorney Killian, Treasurer Shoemaker, EMA Coordinator Whitebird and Clerk & Recorder Frederick. At 5:20 PM Mr. Ferguson seated Mr. May. Mr. Aubry seconded it.

Mr. Aubry moved to approve the Agenda. Mr. Ferguson seconded it.

Voice Vote – Carried

The committee went through the revised proposed FY 2021 Budget.

Chairman McCall called the next Finance Meeting to be held on August 27, 2020 at 5:30 P.M. in the Sheriff's Board Room.

Mr. Ferguson moved to adjourn; Mr. May seconded it.
Meeting adjourned at 7:25 P.M.

Respectfully Submitted,

Amy Frederick
Ford County Clerk & Recorder

FORD COUNTY PUBLIC BUILDING COMMISSION
AUGUST 31, 2020

The Ford County Public Building Commission met in the Small Courtroom of the Courthouse in Paxton on Monday, August 31, 2020. The meeting was called to order by Chairman Ron Shapland at 4:00 P.M.

The roll call showed the following members in attendance: Chairman Ronald Shapland, Tom McQuinn, Del Bruens, Mike Bleich and Tom Townsend.

Also in attendance were County Board Member Debbie Smith, Sheriff Doran, Ford County Treasurer Shoemaker, EMA Coordinator Whitebird and Clerk & Recorder Frederick.

Mr. Bruens moved to approve the Agenda. Mr. Townsend seconded the motion to accept the Agenda. Voice Vote – Carried

Motion by Mr. McQuinn to approve the July 15, 2020 Minutes. Mr. Bruens seconded. Voice Vote – Carried

The committee reviewed the adopted By Laws from the last meeting.

Mr. Bleich updated the committee on the elevator project. After discussion, Mr. McQuinn made the motion to allow Reifsteck & Reid to fill out an application for variance not to exceed \$300.00 for the application fee. Mr. Bruens seconded it. Roll Call – Unanimous

The committee discussed a projected amount for the County Board portion of the FY 2021 Levy as a reimbursement. After discussion, it was decided to leave the reimbursement amount at \$200,000.00 as voted on at the July 15, 2020 meeting and if the county should need more reimbursement, the committee will consider reimbursing in December after FY 2020 has ended. Mr. Bruens made the motion to levy for \$162, 161.00 to reimburse the committee for unlevied expenses from 2019 and 2020. Mr. Townsend seconded it. Roll Call – Unanimous

So the total FY 2021 Levy breakdown will be as follows:

Bonds	\$133,950.00
Ford Co. Maintenance	\$200,000.00
<u>100% Unlevied Expenses</u>	<u>\$162,161.00</u>
TOTAL LEVY	\$496,111.00

Mr. Bruens motion to adjourn the meeting, Mr. Townsend seconded it. Voice Vote – Carried
Meeting adjourned at 5:09 P.M.

Respectfully Submitted,

Amy Frederick
Ford County Clerk & Recorder

RESOLUTION 20-

Be it resolved by the Ford County Board to accept the following low bid:

Tobey's Construction

*Ford County 19-09127-00-BR
(Pella Township)*

\$ 188,475.00

STATE OF ILLINOIS)

) ss

COUNTY OF FORD)

I, Amy Frederick, County Clerk in and for said County, in the state aforesaid and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a resolution adopted by the County Board of Ford County at its meeting held at Paxton on September 14, 2020.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Paxton in said County this 14th day of September, 2020.

(SEAL)

Ford County Clerk

7-7-2020

resolution

2021 - 4

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is entered into this 7th day of July, 2020, (hereinafter "Agreement") by and between the Ford County Emergency Management Agency ("FCEMA") and City of Hooper Emergency Management Agency, ("Partner").

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions by which either party may request aid and assistance from the other party in responding to an emergency or disaster that exceeds the resources available in the requesting party's territorial jurisdiction.
2. **TERMS OF AGREEMENT.** This Agreement is effective upon the day and date of the last signature affixed hereto. This Agreement shall remain in full force and effect until terminated by the parties. The Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered to the other party by hand or by certified mail sent to the address listed herein.
3. **EXECUTION OF THE AGREEMENT.** This Agreement shall be authorized and approved by the governing body of each party to the agreement. Therefore, this Agreement document shall be executed four times such that FCEMA will have two (2) executed copies with original seals and signatures and Partner will have two (2) executed copies with original seals and signatures.
4. **DEFINITIONS.**

"Assistance" includes a party's local emergency response agency personnel, equipment, facilities, services, supplies, aid, and other resources which are requested by Recipient from Provider.

"Authorized Representative" means the parties' employee(s) who are authorized to request, to offer, or to otherwise provide assistance under the terms of this Agreement. A list of authorized representatives identified by name and position or office, shall be attached to the executed copy of this Agreement. Unless otherwise notified, in the event of personnel changes the parties agree that a successor to a position or office is a duly authorized representative.

"Disaster" means any emergency which has been officially declared a 'disaster' by gubernatorial or presidential executive order.

"Emergency" means any incident or situation—that has occurred, is occurring or will occur in the immediate future—that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from a natural, technological, or manmade emergency situation, and which a local entity has declared as being beyond the capabilities of its local emergency response agencies.

"Employee" means a person providing emergency response services who is under the exclusive direction or control of a party or local emergency response agency, whether the person is compensated for those services (e.g. wages) or is employed in a volunteer capacity.

"Incident Command System" (ICS) means a standardized on-scene emergency management chain of command process during an incident which applies to all response personnel from multiple disciplines, response agencies and/or jurisdictions. ICS is used to centralize control of the facilities, equipment, personnel, procedures, and communications resources of multiple jurisdictions and functional agencies, both public and private, under a common organizational structure and mobilize such resources to best respond to the emergency incident.

"Local emergency declaration" means the written document, signed by a local entity's chief executive officer, as approved by the local entity's governing body, which specifies and attests to the occurrence or imminent threat of an emergency that is beyond the capability of all resources available to the local entity within its geographical boundaries.

"Local emergency management agency" means the organizational unit of a municipality, county or fire district with primary jurisdiction, responsibility, and authority for coordinating all homeland security and emergency management activities within the local entity's specified geographical boundaries.

"Local emergency response agency" means a governmental agency or privately organized entity that provides emergency response services, including the following: Fire, Law Enforcement, Emergency Medical, Transportation, Communications, Incident Command, Public Works and Engineering, Building Inspection, Planning, Staging and Information Assistance, Mass Care, Citizen Corps, Public Health, Medical Service Providers, Search and Rescue, Evacuee Shelters.

"Local entity" means a municipality, county or fire district.

"Provider" means the party that furnishes, or is requested to furnish, assistance under the terms of this Agreement.

"Recipient" means the party that requests or receives assistance under the terms of this Agreement.

5. PROCEDURES FOR REQUESTING AND PROVIDING MUTUAL AID.

- a. **Requests for Assistance.** When either party becomes affected by, or is under imminent threat of, an emergency or disaster and has officially declared an emergency, it may request emergency-related mutual aid assistance through an authorized representative by submitting a written request, or an oral request followed as soon as practicable by written confirmation, to the other party. Recipient shall not request assistance unless resources available within the stricken area are deemed inadequate. Requests for assistance must be transmitted by an authorized representative of Recipient.

b. Required Information. Each request for assistance shall provide the following information to the extent known by Recipient:

Local Emergency Declaration(s): Identification of all local entities that have formally declared an emergency.

Stricken Area and Status: A general description summarizing the condition of the community (e.g. whether disaster or emergency is imminent, in progress or has already occurred) and of the damage sustained to date.

Incident Command: Identification of the Incident Commander(s) and the person(s) to which Provider's supervisory personnel will report upon arrival at the designated staging location.

Request for Assistance: Identification of amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed by Recipient, including:

Services and Infrastructure: Identification of available public services and infrastructure systems in Recipient's geographical limits, if any, as well as identification of those public services and infrastructure systems made unavailable by the emergency and which Recipient is requesting assistance reestablishing.

Facilities: Identification of the type(s) of sites, structures or buildings outside of Recipient's geographical limits being requested to serve as relief centers, shelters, or staging areas for incoming emergency personnel, goods and services.

Length of Deployment: Unless a shorter or longer duration is identified in the initial request for assistance, the normal initial duration of Provider's assistance shall be seven days and may be extended, if necessary, in seven day increments.

Food, Housing, Self Sufficiency and Travel: Unless Recipient's request for assistance specifies self-sufficient personnel and resources only, Recipient shall be responsible for providing food and housing for Provider's personnel from the time of their arrival at a designated location to the time of their departure. However, Provider's personnel will be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. Recipient shall be responsible

for transportation costs for Provider's personnel traveling to and from the stricken area, subject to the reimbursement provisions of this Agreement.

Communications: Identification of the command structure and contact person(s) therein who will coordinate communications between Provider's personnel and Recipient. Provider shall furnish communications equipment sufficient to maintain internal communications between its own personnel during deployment.

Rights and Privileges: Assurances that Provider's personnel rendering assistance under the terms of this Agreement shall have the same powers, duties, rights, privileges and immunities incidental to their regular employment or position with Provider.

- c. **Providing Assistance.** No party is required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so. The parties agree that when an authorized representative of Recipient contacts an authorized representative of Provider, Provider will assess its local emergency response agencies' resources to determine the availability of requested personnel, equipment and other assistance, including the feasibility of deploying the same without advance compensation. Provider agrees to communicate information about the availability of resources to Recipient within approximately four (4) hours, and not later than twenty-four (24) hours, from the initial contact.
- d. **State and Federal Assistance.** Unless otherwise agreed to by Provider, Recipient shall be responsible for coordinating all requests for assistance to local, state, or federal authorities.
- e. **Unified Incident Command System.** The parties agree that Recipient shall coordinate and utilize a standard ICS, to the greatest extent possible, for an emergency requiring mutual aid assistance under this Agreement. Recipient's ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security. The parties agree that Recipient's ICS must allow for Unified Command (UC) to provide the most efficient and effective means for communication between and coordination of personnel and resources 1) deployed by various agencies and jurisdiction at the federal, state, and local levels; 2) deployed to an emergency occurring in two or more jurisdictions; or 3) deployed to an emergency occurring near the geographic boundary between two or more jurisdictions. Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility, and accountability inherent to a local emergency response agency deployed by Provider under the terms of this Agreement.

f. **Supervision and Control.** The parties agree that Provider's personnel, equipment and resources will be under the operational control of Recipient. Direct supervision and control of personnel, equipment and resources shall remain with Provider's designated supervisory personnel and Recipient shall advise Provider's supervisory personnel of the work tasks to be assigned to Provider's personnel. While deployed under the terms of this Agreement, the responsibilities of Provider's supervisory personnel shall include: maintaining daily time records, material records, and logs of equipment hours; overseeing the use, operation and maintenance of Provider's equipment and other resources; and regularly reporting to ICS about progress made and/or set-backs encountered.

g. **Recall of Personnel.** The parties agree that Provider's personnel and other resources shall remain subject to recall at any time. Provider shall give Recipient at least twenty-four hours advance notification of its intent to withdraw personnel or resources. If such notice is not practicable, Provider shall give Recipient the most immediate and earliest possible notice of the recall.

h. **Summary Report.** Within twenty (20) days of the return of all personnel and resources deployed under this Agreement, Recipient will prepare a report summarizing the event and provide a copy to Provider. The report shall include a chronology of events and a description of personnel, equipment, materials and other aid provided to Recipient by Provider. The summary reporting requirement may be satisfied by sending Provider a copy of any after action report required by state or federal authorities which contains the requisite information.

6. **REIMBURSEMENT.** Unless otherwise agreed upon by Recipient and Provider, the terms and conditions governing reimbursement for assistance provided under this Agreement shall be in accordance with the following provisions:

a. **Personnel.** During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and actual expenses (including travel expenses, benefits, and workers' compensation premiums, claims and expenses) attributed to, and incurred as a result of, providing assistance to Recipient. Actual expenses includes amounts paid to backfill personnel but only to the extent those expenses exceed the regular, or base, pay of such deployed personnel (e.g. if the wages paid to a backfill employee for 50 hours consist of 40 hours at the employee's regular pay rate of \$10 per hour and 10 hours overtime at a 1½ times the regular pay rate—or, \$15 per hour—only the additional \$5 per hour for 10 hours overtime may be considered an actual expense of Provider's assistance to Recipient.)

- b. Equipment.** Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to the lesser of, 1) the rates established by the rules of the Wyoming Office of Homeland Security; 2) the rates established by the regulations of the Federal Emergency Management Agency at 44 CFR 206.228; or 3) the actual replacement, operation, and maintenance expenses incurred by Provider. Each party shall maintain its own equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. If the equipment charges are based on the pre-established state or federal hourly rates, then Provider's charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.
- c. Materials and Supplies.** Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rates established above. No reimbursement may be sought for materials or supplies damaged by the gross negligence or willful and wanton misconduct of Provider's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other state and federal regulations in effect at the time of the disaster. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, the materials and supplies used or damaged. If such an agreement is reached, it shall be reduced to writing and duly approved by the governing body of each party.
- d. Record Keeping.** Provider shall maintain records and submit invoices for reimbursement to Recipient in accordance with existing policies and practices. Recipient is responsible for making sure that Provider's personnel have the information, directions, and assistance necessary to meet any specific record keeping needs, including such record keeping required to seek state or federal reimbursement assistance.
- e. Payment.** Provider shall bill Recipient for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal or state regulations. Recipient shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement.
- f. Federal or State Aid.** Recipient's duty to reimburse Provider for its assistance is in no way contingent upon the availability of federal or state aid nor Recipient's receipt of the same.

- g. Waiver of Reimbursement.** Provider, or any agency or subdivision thereof, reserves the right to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided. Provider shall inform Recipient of the waiver as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance. Provider shall send Recipient written documentation that Provider's governing body ratified and/or expressed approval of the decision not to seek reimbursement.

7. INSURANCE. Each party shall be responsible for its own actions or omissions and those of its employees. Unless otherwise agreed upon by Recipient and Provider, it is agreed that each party shall be individually responsible for providing insurance coverage in accordance with the following provisions and subject to the terms of the Reimbursement section herein:

- a. Unemployment and Workers' Compensation Coverage.** During the period of assistance, each party shall maintain its own unemployment insurance and workers' compensation insurance coverage, as required by law, for its employees and shall require the same from its local emergency response agencies.
- b. Automobile Liability Coverage.** During the period of assistance, each party shall be responsible for complying with the state motor vehicle laws including the registration, licensing and liability coverage for its own vehicles. The parties shall provide automobile liability insurance coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned, and hired vehicles, or shall maintain a comparable self-insurance program. If a party's emergency response utilizes services from a local emergency response agency that is a private or volunteer based entity with response vehicles titled in the entity's name, the party utilizing such services shall be responsible for guaranteeing that the entity has the automobile liability coverage as outlined in this section.
- c. General Liability, Public Officials Liability, and Law Enforcement Liability.** To the extent permitted by law and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions or omissions, and those of its employees, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.
- d. General Insurance Policy Requirements.** All insurance policies required under this Agreement shall be in effect during the period of assistance. All policies shall be primary and not contributory. During the period of

assistance, parties shall pay the premiums on the required policies and shall not allow the policies to be revoked, canceled, amended, or allowed to lapse without thirty (30) days notification to the other party, if possible, or shall otherwise provide such notification immediately upon learning that a policy has been, or will be, revoked, canceled, amended, or allowed to lapse.

8. **SOVEREIGN IMMUNITY.** By entering into this agreement, the parties do not waive any governmental or sovereign immunity. Each party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant state law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity.
9. **INDEMNIFICATION.** Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.
10. **THIRD PARTY BENEFICIARY RIGHTS.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between and among the parties to this Agreement, and shall inure solely to the benefit of such parties. The provisions of this Agreement are only intended to assist the parties in determining and performing their obligations under this Agreement. The parties expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce its provisions, to seek any remedy arising out of a party's performance or failure to perform any term or condition herein, or to bring an action or suit for the breach of any terms or condition herein.
11. **TITLES NOT CONTROLLING.** Titles of paragraphs are for reference only and shall not be used to construe the language of this Agreement.
12. **APPLICABLE LAW.** In the event that the construction, interpretation, and enforcement of this Agreement are subjected to adjudication in a court of law, the construction, interpretation, and enforcement of the terms of the Agreement, and each party's duties and responsibilities thereunder, shall be governed by the laws of the State of Illinois. Venue shall be in the Circuit Court of Ford County, Illinois.
13. **ENTIRETY OF AGREEMENT.** This Agreement consists of a total of () pages, plus Attachment A, FCEMA's Designation of Authorized Representatives, and Attachment B, Partner's Designation of Authorized Representatives, together representing the entire and integrated Agreement between the parties and

supersedes all prior negotiations, representations, and agreements, whether written or oral.

14. SEVERABILITY. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

15. AMENDMENTS. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed, and signed by all parties to this Agreement with the same approvals, certifications, submissions and other requirements applicable to the original Agreement.

Hopkinton

Bill C. Cury
Mayor

Bradley B. Burt
EMA Director

RESOLUTION 20 -

**APPOINTING A MEMBER OF THE BOARD OF REVIEW
FORD COUNTY, ILLINOIS**

WHEREAS, 35 ILCS 200/6-5 governs the appointment of members of the Ford County Board of Review; and

WHEREAS, the appointments of Johnathan Powers and Joel Hastings expired at the end of the 2019 Assessment year; and

THEREFORE, BE IT RESOLVED BY THE FORD COUNTY BOARD that Johnathan Powers and Joel Hastings are hereby re-appointed to the Ford County Board of Review for a term expiring June 1, 2022.

Passed at the Ford County Board meeting this 14th day of September, 2020.

Robert Lindgren
Ford County Board Chairman

Amy Frederick
Ford County Clerk & Recorder

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY
OF LOCAL CURE PROGRAM FINANCIAL SUPPORT CONDITIONS AND
CERTIFICATION

WHEREAS, the County of FORD, ("COUNTY") a body politic and corporate of the state of Illinois, 55 ILCS 5/5-100,1 is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, FORD COUNTY is eligible for reimbursement of funds through the Local Coronavirus Urgent Remediation Emergency Support Program (Local CURE Program), 20 ILCS 605/605-1045; and

WHEREAS, the Local CURE Program is funded from financial assistance the State of Illinois received through the U.S. Department of the Treasury's Coronavirus Relief Fund (CFDA No. 21.019) authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, P.L. 116-136 ("CARES Act"); and

WHEREAS, as a local government recipient of financial support through the Local CURE Program, the COUNTY is required to utilize the financial support received from the Illinois Department of Commerce and Economic Opportunity for the specific purposes and in compliance with the terms and certifications of the Local CURE Program; and

WHEREAS, the County Board has determined that it is advisable, necessary, and in the best interest of the COUNTY to enter into the Local CURE Program Financial Support Conditions and Certification ("CERTIFICATION"), attached hereto as EXHIBIT, in order to participate in and receive the funding pursuant to the Local CURE Program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF FORD AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2. Approval. The CERTIFICATION, in substantially the form thereof that has been presented to and is now before the meeting of the County Board at which this Ordinance is adopted, is hereby authorized and approved.

SECTION 3. Execution & Delivery. For and on behalf of the COUNTY, the County Board Chairperson is hereby authorized to execute and deliver the CERTIFICATION in substantially the form of the EXHIBIT appended hereto, and the County Clerk is hereby authorized to attest to the same.

SECTION 4. Conflicting Provisions. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly superseded on the effective date of this Ordinance.

SECTION 5. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed by the County Board this 14 day of September, 2020.

AYES: _____
NAYS: _____
PRESENT: _____
ABSTAIN/ABSENT: _____

Approved this _____ day of _____, 20____.

Robert Lindgren, CHAIRPERSON

ATTEST:

Amy Frederick, CLERK & RECORDER

RESOLUTION 20 -
(AMENDING RES 19 - 120)
HOLIDAY SCHEDULE FOR 2019 - 2020

BE IT HEREBY RESOLVED, that the County Board of Ford County adopt the following schedule for Holidays for the year beginning December 1, 2019 and ending November 30, 2020.

As to the Ford County Courthouse employees, their Holiday schedule shall be as follows:

2019

December 25	Christmas Day	Wednesday
-------------	---------------	-----------

2020

January 1	New Year's Day	Wednesday
January 20	Martin Luther King Day	Monday
February 12	Lincoln's Day	Wednesday
February 17	President's Day (Obsvd.)	Monday
April 10	Good Friday	Friday
May 25	Memorial Day	Monday
July 3	Independence Day (Obsvd.)	Friday
September 7	Labor Day	Monday
October 12	Columbus Day	Monday
November 3	Election Day	Tuesday
November 11	Veteran's Day	Wednesday
November 26	Thanksgiving Day	Thursday
November 27	Day after Thanksgiving	Friday

BE IT FURTHER RESOLVED, that the Ford County Board, when setting subsequent Holiday Calendar years for the Ford County Courthouse employees, shall review the dates and days said holidays fall on, and shall confer with the County Officers of said Courthouse before setting said Holiday Calendar.

Date: September 14, 2020

Robert Lindgren
Ford County Board Chairman

Attest:

Amy Frederick
Ford County Clerk & Recorder

RESOLUTION 20 -

WHEREAS, pursuant to 55 ILCS 5/3-4007, the Public Defender shall be paid out of the County Board General Fund a salary in the amount fixed by the County Board; and

WHEREAS, 55 ILCS 5/3-4007 further provides that 66 2/3% of the Public Defender's annual salary shall be paid from the State Treasury if the Public Defender is employed full-time in that capacity, and his or her salary is at least 90% of the County's State's Attorney's annual compensation; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Ford County, Illinois, that the salary for the Public Defender of Ford County shall be defined as 90% of the salary for the State's Attorney of Ford County; and,

BE IT FURTHER RESOLVED, by the County Board of Ford County, Illinois, that the salary for the Ford County Public Defender shall be \$124,742.80 as of July 1, 2020.

Dated: September 14, 2020

Signed: _____

Robert Lindgren
Ford County Board Chairman

Attest: _____

Amy Frederick
Ford County Clerk & Recorder

RESOLUTION 20 -

WHEREAS, the Ford County Public Building Commission was duly formed on June 20, 1990 for the purpose of selecting, locating and designating those sites to be acquired for the erection, alteration or improvement of buildings and facilities used to furnish essential governmental services; and

WHEREAS, the Public Building Commission Act allows for the governing body of any municipal corporation to enter into a lease with a Public Building Commission for the use of said building or facility; and

WHEREAS, The Public Building Commission Act allows for the governing body of any municipal corporation to levy and collect a direct annual tax sufficient to pay the annual rent payable under such lease; and

WHEREAS, Ford County has previously levied \$200,000.00 for the 2019-2020 budget year for the rent payable under the lease between Ford County and the Ford County Public Building Commission for the use of the Ford County Courthouse and Ford County Sheriff's Office in furnishing essential governmental services; and

WHEREAS, Ford County and the Ford County Public Building Commission will enter into a new lease for the 2020-2021 budget year for the use of the Ford County Courthouse, Ford County Sheriff's Office and Ford County Public Health Building in furnishing essential governmental services.

NOW THEREFORE BE IT RESOLVED, that the levy and collection of a direct annual for the rent payable under the 2020-2021 lease shall be \$200,000.00 for the 2020-2021 budget year.

Dated: September 14, 2020

Robert Lindgren
Ford County Board Chairman

Attest: _____
Amy Frederick
Ford County Clerk & Recorder

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD18
WALTON DRAINAGE DISTRICT OF FORD)
COUNTY, ILLINIOS)
)

APPOINTMENT

I, Robert Lindgren, do hereby appoint DOUGLAS W NIEWOLD, 920 N 1600E Rd, Loda, IL 60948, to the Office of Drainage Commissioner of Walton Drainage District of Ford County, Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of DOUGLAS W NIEWOLD, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Jerry Niemann (2052822)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD41
DRAINAGE DISTRICT NO. 2 OF THE TOWNSHIP)
OF PELLA OF THE TOWN OF PELLA, COUNTY OF)
FORD, STATE OF ILLINOIS)

APPOINTMENT

I, Robert Lindgren, do hereby appoint JASON STUCKEY, 2667 N 1700 E Rd, Piper City, IL 60959, to the Office of Drainage Commissioner of Drainage District No. 2 of the Township of Pella of the Town of Pella, County of Ford, State of Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of JASON STUCKEY, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Jerry Niemann (2052822)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD03
UNION DRAINAGE DISTRICT NO. 1 OF MONA)
AND PELLA, IN FORD COUNTY AND THE TOWN)
OF SULLIVAN, IN LIVINGSTON COUNTY)

APPOINTMENT

I, Robert Lindgren, do hereby appoint JEFF RIEBE, 2064 N 1400 East Rd, Thawville, IL 60968, to the Office of Drainage Commissioner of Union Drainage District No. 1 of Mona and Pella, in Ford County and the Town of Sullivan, in Livingston County, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of JEFF RIEBE, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Jerry Niemann (2052822)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD27
UNION DRAINAGE DISTRICT NO. 1 OF THE)
TOWNSHIPS OF PELLA AND BRENTON IN FORD)
COUNTY, ILLINOIS)

APPOINTMENT

I, Robert Lindgren, do hereby appoint RONALD BORK, 1642 East 2200N Rd, Piper City, IL 60959, to the Office of Drainage Commissioner of Union Drainage District No. 1 of the Townships of Pella and Brenton in Ford County, Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of RONALD BORK, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Jerry Niemann (2052822)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD
LITTLE LYMAN DRAINAGE DISTRICT)
)
)
)

APPOINTMENT

I, Robert Lindgren, do hereby appoint L. Bryon Cole, 1471 East 1400 North Rd., Roberts, IL 60962, to the Office of Drainage Commissioner of Little Lyman Drainage District, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2022, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of L. Bryon Cole, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2022, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Jerry Niemann (2052822)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD19
WALL TOWNSHIP DRAINAGE DISTRICT OF FORD)
COUNTY, ILLINOIS)
)

APPOINTMENT

I, Robert Lindgren, do hereby appoint STEVE MEENEN, 1277 E 1000 N Rd, Melvin, IL 60952, to the Office of Drainage Commissioner of Wall Township Drainage District of Ford County, Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of STEVE MEENEN, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Heather K. Clauss (6315995)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD33
SUGAR CREEK DRAINAGE DISTRICT OF FORD)
COUNTY, ILLINOIS)
)

APPOINTMENT

I, Robert Lindgren, do hereby appoint DEAN A SWAN, 136 N 2300 E Rd, Paxton, IL 60957, to the Office of Drainage Commissioner of Sugar Creek Drainage District of Ford County, Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of DEAN A SWAN, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Jerry Niemann (2052822)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD12
BIG FOUR DRAINAGE DISTRICT OF FORD)
COUNTY, ILLINOIS)
)

APPOINTMENT

I, Robert Linderger, do hereby appoint RONALD ARENDS, 926 E 1000 N Rd, Melvin, IL 60952, to the Office of Drainage Commissioner of Big Four Drainage District of Ford County, Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of RONALD ARENDS, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Jerry Niemann (2052822)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD11
DRAINAGE DISTRICT NO. 1 OF THE TOWNSHIPS)
OF LYMAN AND WALL, IN FORD COUNTY,)
ILLINOIS)

APPOINTMENT

I, Robert Lindgren, do hereby appoint RANDY L KINZINGER, 664 N 000 E Rd, Buckley, IL 60918, to the Office of Drainage Commissioner of Drainage District No. 1 of the Townships of Lyman and Wall, in Ford County, Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of RANDY L KINZINGER, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Heather K. Clauss (6315995)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #
LITTLE LYMAN DRAINAGE DISTRICT)
)
)
)

APPOINTMENT

I, Robert Lindgren, do hereby appoint MARK WEBER, 2479 N. 3400 E. Road, Chatsworth, IL 60921, to the Office of Drainage Commissioner of Little Lyman Drainage District, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of MARK WEBER, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Jerry Niemann (2052822)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD09
LYMAN TOWNSHIP DRAINAGE DISTRICT NO. 1)
OF FORD COUNTY, ILLINOIS)
)

APPOINTMENT

I, Robert Lindgren, do hereby appoint MARK WEBER, 2479 N 3400 East Rd, Chatsworth, IL 60921, to the Office of Drainage Commissioner of Lyman Township Drainage District No. 1 of Ford County, Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of MARK WEBER, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Jerry Niemann (2052822)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD04
DRAINAGE DISTRICT NO. 1 OF THE TOWNSHIP)
OF PELLA, COUNTY OF FORD AND STATE OF)
ILLINOIS)

APPOINTMENT

I, Robert Lindgren, do hereby appoint ROGER M READ, 1372 E 2900 N Road, Piper City, IL 60959, to the Office of Drainage Commissioner of Drainage District No. 1 of the Township of Pella, County of Ford and State of Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2020, the Ford County Board did, by vote of its members, approve the appointment of ROGER M READ, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2023, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2020.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Jerry Niemann (2052822)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131



Value Supplement

APPLICATION NO.

VALUE AGREEMENT NO.

SUPPLEMENT NO.

CUSTOMER INFORMATION

FULL LEGAL NAME

Ford County

STREET ADDRESS

200 W State St

CITY

Paxton

STATE

IL

ZIP

60857

PHONE

(217) 379-2814

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

DBA

EQUIPMENT ADDED

MAKE/MODEL/ACCESSORIES

SERIAL NO.

STARTING METER

1. (2) Xerox C405 w/ Accessories

2.

☐ See the attached Schedule A☐ See the attached Billing Schedule

EQUIPMENT DELETED

MAKE/MODEL/ACCESSORIES

SERIAL NO.

ENDING METER

1. (2) Toshiba 3515Ac w/ Accessories

NEW CONSOLIDATED PAYMENT (Please fill out this section OR the Itemized Payment section below for the Equipment listed on this Supplement.)

The information below reflects your new CONSOLIDATED Payment and allowance.

Monthly Payment* \$

B&W Images Included

B&W Image Overages billed at* \$

Color Images Included

Color Image Overages billed at* \$

B&W Prints Included

B&W Print Overages billed at* \$

Color Prints Included

Color Print Overages billed at* \$

OR

*plus applicable taxes

METER READINGS VERIFIED: B&W - MONTHLY COLOR - MONTHLY

ITEMIZED PAYMENT (Please fill out this section OR the New Consolidated Payment section above.)

The information below reflects your ITEMIZED Payment and allowance which is for the above-referenced Equipment only and it will be shown separately on your invoice(s).

Monthly Payment* \$

B&W Images Included

B&W Image Overages billed at* \$

Color Images Included

Color Image Overages billed at* \$

B&W Prints Included

B&W Print Overages billed at* \$

Color Prints Included

Color Print Overages billed at* \$

TERM

Mos. Termination date of this Supplement will coincide with the termination date set forth in the Value Agreement and/or previous Supplement(s) (as applicable).

Mos. Termination date will not be set to coincide with any other Value Agreement or Supplement.

TERMS AND CONDITIONS

You have requested this Supplement to the Value Agreement (or Supplement) as set forth above. If you choose the new consolidated payment option above, you agree that the Payment on this Supplement is the new consolidated Payment for your Agreement. Except for the specific provisions set forth above, the original terms and conditions set forth in the Value Agreement and any personal guaranty(s) shall remain in full force and effect and are incorporated herein by reference.

LESSOR ACCEPTANCE

Print Name:

Signature:

Lessor: Proven Business Systems, LLC

Dated:

CUSTOMER ACCEPTANCE

This is a Supplement to the Agreement identified above between Lessor and Customer, all the terms and conditions of which are incorporated herein. Upon the execution of this Supplement, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, you certify that you have reviewed and do agree to all terms and conditions of the Agreement and this Supplement. The Equipment and terms of this Supplement are in addition to the Equipment and terms stated in the Agreement.

Print Name:

Signature: X

Title:

Customer (as referenced above): Ford County

Dated:

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Supplement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Supplement.

Print Name:

Signature: X

Customer (as referenced above): Ford County

Date of Delivery:



Proven IT

18450 Crossing Drive | Tinley Park, IL 60487

Phone: 708.614.1770 | Fax 708.614.1760

provenIT.com

SERVICE AGREEMENT

Customer:	Ford County			Phone:	(217) 379-2814	
Contact:				Email:		
Address:	200 W State St	City:	Paxton	State:	IL	Zip: 60957
Model	Serial#	ID#	Meter	Meter Contact		
Xerox C405/DN						
Toshiba 3515AC						

Attach Schedule A for additional equipment. Attach Schedule B for additional customer owned equipment. Maximum 7 Devices above.

SERVICE

B/W Monthly Copies	45,000	Included in Lease
B/W Overages Billed at	0.00400	
Color Monthly Copies	2,500	Included in Lease
Color Overages Billed at	0.03000	
B/W Monthly Prints	0	Included in Lease
B/W Overages Billed at	0.00000	
Color Monthly Prints	0	Included in Lease
Color Overages Billed at	0.00000	
Contract Start Date:	8/13/2020	Total: Included in Lease
Term:	60	
Select a Base Billing Cycle	Monthly	Select an Overage Cycle
		Quarterly
<input type="radio"/> Unlimited Remote Support: \$200 Annually		<input type="radio"/> I Decline Remote Support: \$150/hr Chargeable
Meter Contact:	Phone:	Email:

Meter Collection Method:

FM Audit Installed on Print Server. Required for Auto-Toner Replenishment

Notes:

Authorized Customer Signature

Date

Proven IT Authorized Signature

Date

Agreement is not binding until accepted by Proven IT, Tinley Park, IL

Leased equipment-Maintenance Agreement will run full term of lease and is non cancellable.

provenIT.com

708.614.1770

Terms and Conditions

1. **ITEMS INCLUDED:** This Agreement Includes the following as applicable: unlimited service calls, parts (as classified by the manufacturer) and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and loner). Supplies consumption is based off the manufacturer's suggested yields and fill rate. If supplies consumption is excessive, a surcharge may be assessed. Proven IT reserves the right to reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as the device functionality and print quality are not affected.
2. **ITEMS EXCLUDED:** This Agreement excludes the following unless otherwise specified:
 - a. Paper and staples.
 - b. Any items damaged by Customer such as, but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the Customer at current Proven IT rates.
 - c. Fax Machines: Thermal heads, process units and fuser units.
 - d. Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/MFP. Service calls caused by computer or network issues will be charged to the Customer at current Proven IT rates.
3. Proven IT reserves the right, at reasonable times during Customer's normal business hours and upon reasonable notice to customer, to inspect all equipment covered under this Agreement to determine that it is in good mechanical condition prior to the effective date on the front of this Agreement. Should the equipment require significant repair or overhaul, such repairs may be chargeable to the Customer at current Proven IT rates. Such repairs will be performed only upon Agreement of both parties.
4. **SERVICE:** Proven IT agrees to provide emergency service and all maintenance on the equipment listed on the attached schedule(s) for the term of the Agreement except as follows:
 - a. Use of supplies, spare parts, or paper that do not meet manufacturer's specifications and cause abnormal service problems.
 - b. Fire, accident, theft or damage to the machine due to repairs or movement by someone other than an authorized Proven IT representative.
 - c. If replacement of consumable items recommended by Proven IT service representatives is not complied with and results in additional service calls, the Customer will be charged at our normal hourly rates. These consumable items are to include, but not limited to toner, developer, drums and supply modules.
 - d. Proven IT shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from Proven IT. Any repairs resulting from the use of supplies or parts not obtained through Proven IT will be charged to the Customer at current Proven IT rates. For these purposes, the term "supplies" will not include paper, envelopes, labels or other related paper products.
 - e. Proven IT shall not be responsible for delays, inability to provide service calls due to strikes, accidents, act of God or any other event beyond its reasonable control. All Service under this Agreement shall be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday, local time, unless otherwise agreed upon by both parties.
 - f. Proven IT does not guarantee that parts will be available during the term of the Agreement, but in the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of the services under this Agreement can be transferred to a new machine purchased through Proven IT. Should all or some parts become unavailable and no longer are supported by the Original Equipment Manufacturer ("OEM") the products shall be considered "End of Life". In such cases, Proven IT will make all reasonable efforts to honor any respective contract Maintenance Agreement term or as agreed upon service coverage. "End of Life" defined products will not be available under new or renewed Contracted Maintenance Agreements.
5. **EQUIPMENT:** All equipment covered under the Agreement must adhere to the following guidelines:
 - a. Equipment must be located in a normal office setting with sufficient amount space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
 - b. Equipment must be operated on an isolated electrical line, if so noted on the Scope of Work Agreement or the OEM. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the OEM.
 - c. Equipment should be operated within the specified operational (including usage) specifications of the OEM.
 - d. Only Proven furnished supplies may be used.
6. **PREVENTATIVE MAINTENANCE:** Proven IT will perform preventative maintenance on each machine based on the manufacturer's recommended interval. This will include cleaning toner and paper dust out of the inside. Checking and proactively replacing high-mortality parts (i.e. rollers) and a wipe-down of the exterior of the machine.
7. **METERS:** Proven IT utilizes Print Management Software to electronically report meters and supply consumption. Customer agrees to work with Proven IT's software administrator to install the Print Management software prior to the New Customer Onboard. Customer grants Proven IT permission to upgrade, modify, or maintain the Print Management software or to install new releases or additions. Under no circumstances will the Print Management software provide Proven IT access to confidential information other than data directly related to the Printers/Copiers on the network. Customer agrees not to delete, alter, modify, or otherwise render the software unusable during the term of this Agreement and agrees to reinstall the software in the event their actions inadvertently affect reporting capabilities. If Customer declines to install Proven IT's Print Management Software, then Proven IT retains the right to invoice Customer at the prevailing hourly labor rate for services due to manual meter collections. Manual meter collection will be performed during standard business 8:00am to 5:00pm Monday through Friday, local time.
8. **NEW EQUIPMENT ADDED:** Throughout the duration of the Agreement, if additional metered devices of like models to those on the Agreement today are discovered in the Customer fleet, they will be automatically added to this Agreement and initiated for coverage and billing.

Throughout the duration of the Agreement, if additional metered devices of dissimilar models to those on the Agreement today are discovered in the Customer fleet, or are reported by the Customer to be added to the Agreement, they will be added to the Agreement at the then current rates and be included for coverage and billing. For devices of this kind, the Customer will have the opportunity to remove the devices from the Agreement 90 days from the date they were added.
9. **REMITTANCE:** Payment is due thirty (30) days from date of Customer's receipt of invoice. Delinquent accounts which are not being disputed in good faith by Customer shall accrue interest at a rate of one and one half percent of the past due amount per month or, (if lower, the maximum rate of interest chargeable under applicable law). Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the purchase price listed on this Agreement.
10. **BILLING AND CONTRACT ADJUSTMENT:** Proven IT will invoice the Customer monthly for the Monthly Payment and usage will be reconciled on the frequency indicated on the front of this Agreement. Customer will be invoiced for any overages multiplied by the rates indicated on the front of this Agreement. The contract volume can be adjusted at the end of each reconciliation period. The Contract volume may be adjusted down to the previous quarters' actual usage; not to exceed 15% of the current volume at the time of the adjustment. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base contract payment and overage rates by a maximum of 15% or an equivalent amount to that stated on any associated Value Agreement or Lease Agreement between both the parties.
11. **BREACH OR DEFAULT:** If the Customer does not pay all charges as provided hereunder promptly when due Proven IT may (a) Refuse to service the equipment or (b) Furnish service on a C.O.D, "Per Call" basis at current Proven IT rates.

The Customer agrees to pay Proven IT costs and expenses of collection including reasonable attorney's fees permitted by law in addition to all other rights and remedies available to Proven IT.
12. **AGREEMENT:** This Agreement is not refundable or transferable to a third party unless agreed upon in writing by both parties.
13. **PENALTY FOR EARLY CANCELLATION:** This Agreement is binding and noncancelable. If the Customer wishes to terminate the Agreement in advance of the Agreement maturity date then the Customer is responsible for buying out the remaining term of the Agreement.

The penalty is calculated using the then current service rates multiplied by the remaining term published on the front of the Agreement or the remaining term based on any Supplements that have been executed modifying the term of the Agreement.

For Customer Agreements billing using Actual Meter reads or Usage Based programs, the penalty is calculated based on the prior 12 months average monthly billing multiplied by the remaining term published on the front of the Agreement or the remaining term based on any Supplements that have been executed modifying the term of the Agreement.

If there is no request for cancellation, but all devices covered under this Agreement have been removed from service, this will be considered a cancellation of the Agreement and the formula(s) listed above will apply.
14. **RESPONSIBILITY:** Other than the obligations set forth herein, Proven IT disclaims all warranties, expressed or implied, including any implied warranties or merchantability for use or fitness for a particular purpose. Proven IT shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the performance of the equipment or the loss of the use of the equipment and the Customer hereby waives any claims related thereby.
15. **INDEMNIFICATION:** Each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents and representatives from any and all claims, losses, damages or expenses, including but not limited to, court costs, fees and expenses of counsel and attorney fees to the extent any such claim, loss, or damage results from a breach of the terms of the Agreement by a party, or resulting from the death or bodily injury for any person or damage to any property to the extent it was caused by the negligent act, willful misconduct, tortious or other unlawful act, error or omission of a party or its officers, directors, employees, agents and representatives on connection with the subject matter of this Agreement.
16. **JURISDICTION:** This Agreement shall be governed by and construed according to the laws of the State of Illinois applicable to Agreements wholly negotiated, executed and performed in Illinois. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officer of Proven IT and the Customer.
17. **TRAINING:** The customer agrees to make available and designate a key contact for training on the use of any Proven IT furnished equipment. Should the employment status of designated operator change so as to affect the contact's availability to perform the assignment, the Customer shall inform Proven IT as soon as reasonably practical.
18. **RENEWAL:** This Agreement shall be renewed automatically upon approval by Proven IT unless Customer notifies Proven IT in writing between 90 and 150 days prior to the end of the Agreement term. Customer agrees to pay the then current rates at the beginning of each subsequent renewal Agreement period.



AGREEMENT NO.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____, between _____, as Customer and **Proven Business Systems, LLC**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Proven Business Systems, LLC

Lessor

Signature

Title

Date

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

OFFICE: _____ EMPLOYEE: _____

First week ____ / ____ / ____		Second week ____ / ____ / ____		EXPLANATION
Mon:		Mon:		OVERTIME DETAIL
Begin:		Begin:		
Lunch:		Lunch:		
Return:		Return:		
End:		End:		
Tues:		Tues:		
Begin:		Begin:		
Lunch:		Lunch:		
Return:		Return:		
End:		End:		
Wed:		Wed:		SICK TIME, VACATION AND OTHER HOURS
Begin:		Begin:		
Lunch:		Lunch:		
Return:		Return:		
End:		End:		
Thurs:		Thurs:		
Begin:		Begin:		
Lunch:		Lunch:		
Return:		Return:		
End:		End:		
Fri:		Fri:		FOR PAYROLL DEPARTMENT
Begin:		Begin:		
Lunch:		Lunch:		
Return:		Return:		
End:		End:		
				Regular
				Sick/Other
				Overtime
				Vacation

Department Head: _____ Date: _____

Ford County

Bi-weekly Time Sheet

Office: _____

Pay period start date: _____

Pay period end date: _____

Employee	Regular Hours	Overtime Hours	Sick	Vacation	Personal	Total
Total hours						

Elected Official signature

Date