# **UPCOMING MEETINGS**

# for the

# **FORD COUNTY BOARD**

# Tuesday, June 7, 2022

7:00 A.M. Highway Committee Meeting – Highway Department in Roberts

# Wednesday, June 8, 2022

9:00 A.M. Sheriff Committee Meeting - Sheriff's Boardroom at the Jail

# Thursday, June 9, 2022

9:00 A.M. Finance Committee Meeting - Small Courtroom in Courthouse

# Monday, June 13, 2022

7:00 P.M. County Board Meeting - Sheriff's Boardroom at the Jail



# **Notes:**

- Ford County will be closed Monday, May 30, 2022 for Memorial Day
- June 28, 2022 is the General Primary Election

# MONTH END REPORT April 2022

TOTAL DEATH INVESTIGATIONS	19
TOTAL RESIDENT DEATHS TOTAL NON-RESIDENT DEATHS	17 2
Past Inquires or <u>Inquests Pending</u>	0
Inquires Pending this month	0
<ol> <li>Natural Death Investigations</li> <li>Undetermined Death</li> <li>Suicide</li> <li>Homicide</li> <li>Accidental Death</li> <li>Accidental Motor Vehicle Death</li> <li>Accidental Drug or Alcohol Death</li> </ol>	18 0 1 0 0 0
AUTOPSIES TOXICOLOGY EXTERNAL EXAMINATIONS HOSPICE CASE INQUESTS CONDUCTED CREMATION PERMITS INVESIGATED AND ISSUED	 1 0 11 0 5
NOTIFICATIONS FOR OTHER COUNTIES ORGAN & TISSUE DONATION	0
INVESTIGATIONS RETURNED TO THE MEDICAL PROFESSION	0
CREMATION PERMIT FEES RECIEVED REPORT FEES MISC.FEES (Grant) INVOICES RECEIVED TOTAL REVENUE	\$ 250.00 .00 .00 00.00 250.00

RESPECTFULLY SUBMITTED,

BRANDON RODERICK 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 and during the month where I state the gross amount of all fees. **April 2022** emoluments of my office, for the month of

	DELINQUENT	DSC TAXES	COLLECTED		680.00 36,783.02	648.00 18,752.09	1,000.00 11,117.83	424.00 67,093.76	592.00 9,134.13								3,344.00 142,880.83	14.00 142,880.83
	RENTAL	HOUSING	SURCHARGE	(RHSP)	2,259.00 68	1,539.00 64	1,638.00 1,0	1,971.00 42	2,115.00 59	***************************************	***************************************				***************************************		9,522.00 3,3	9,522.00 3,344.00
		CIS			6,609.00	4,375.00	4,634.00	5,700.00	6,077.00								27,395.00	80.00 27,395.00
	DOMESTIC	VIOLENCE	FUND	(DVF)	15.00	2.00	15.00	20.00	25.00								80.00	80.00
	DEDICATED	FUNDS	AUTO VITAL FEE	(VRSSA)	466.00	490.00	636.00	414.00	462.00								2,468.00	2,468.00
CLERK	DEDICATED	FUNDS	AUTO REC. FEE	(RSSA)	4,735.00	2,442.00	3,428.00	4,547.00	5,039.00								20,191.00	20,191.00
COUNTY CLERK	COUNTY	CLERK	REVENUE		24,276.75	13,947.25	12,407.79	15,393.06	18,304.75	0.00	0.00	0.00	0.00	0.00	00.0	0.00	84,329.60	84,329.60
	TAX	CLERK	FEES		860.00	946.00	860.00	2,150.00	00:889								5,504.00	5,504.00
	COUNTY	TAX	STAMPS 1/3		11,526.25	5,337.75	3,149.75	4,563.25	8,089.75								32,666.75	8,244.85 32,666.75
	MISC	FEES			3,358.50	1,199.50	1,445.04	971.81	1,270.00								8,244.85	8,244.85
	VITAL	RECORDS			1.659.00	1,904.00	2,109.00	1,759.00	1,878.00								9,309.00	9,309.00
	RECORDING	FEES			6.873.00	4,560.00	4,844.00	5,949.00	6,379.00								28,605.00	TOTAL 28,605.00 9,309.00
	REVENUE		MONTH		Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	0ct-22	Nov-22	MID-YEAR	TOTAL

= Percent of estimated revenue generated for year to date. 60.24% \$ 84,329.60

Total County Clerk Receipt \$ 290,210.43 22,659.00 Dedicated Funds =

> \$ 160,000.00 Total estimated revenue =

Actual office revenue =

STATE OF ILLINOIS } COUNTY OF FORD }

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 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 consideration than therein stated, nor am I entitled to any fee or employment for the period therein mentioned, other than those specified.

STNUO2

Submitted this 2nd day of May 2022.

rd County Clerk & Recorder

WILLIAM WILLIAM



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



# Activity Report for 01 April 2022 to 30 April 2022

05 April 2022	Ford County Highway Committee Meeting (Roberts) IEMA Monthly Starcom Drill (Paxton) Ford County EMA Meeting (Paxton)
06 April 2022	Ford County Sheriff's Committee Meeting (Paxton)
07 April 2022	Ford County Finance Committee Meeting (Paxton)
08 April 2022	East Central Illinois Community Action Health Fair (Roberts)
11 April 2022	Ford County Board Meeting (Paxton)
13-14 April 2022	Emergency Planning Process Training (ILEAS Urbana)
15 April 2022	IEMA Weekly COVID Update (Paxton)
18 April 2022	Completed and Filed quarterly EMPG Grant (Paxton)
20 April 2022	Delivered 5 weather radios to school Districts in Ford County
22 April 2022	IEMA Weekly COVID Update (Paxton) Filed "All Hazards Mitigation Plan" Pre-Application (Paxton)
27-29 April 2022	IESMA Training Summit (Springfield)

This report was Respectably submitted by:

Terry V. Whitebird Ford County EMA

# Monthly Report to the Ford County Board On Activities at the Highway Department May, 2022

The Ford County Highway Department completed the following activities during the month April, 2022.

# **Engineering Division**

- Entered claims and allotments to various county and township funds.
- Assisted Maintenance Division.
- Held Dix Township MFT Letting.
- Completed paperwork from Dix Township MFT Letting.
- Began replacement of Cabery Road Bridge.
- Continued work replacing Buckingham 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.
- Reclaimed shoulder stone along County Roads.
- Used cold mix asphalt to patch potholes.

# County Engineer

- Worked with landowners on field entrances.
- Assisted commissioners with Ford County Wind Farm questions.
- Assisted Village of Sibley with MFT Program.
- Attended NACE Annual Conference in buffalo, NY.

# Ford County Highway Committee Minutes

The Ford County Highway Committee met on May 3, 2022 at the Ford County Highway Department in Roberts, Illinois.

Present at this regular scheduled meeting was committee chairman Tim Nuss, Ann Ihrke, Jason Johnson, and Lesley King. County Engineer Greg Perkinson, and EMA Director Terry Whitebird were also present. Mr. Nuss called the meeting to order at 7:00 a.m.

Mrs. King moved to accept the Agenda. Seconded by Mrs. Ihrke. Motion passed.

First on the agenda was the review of the April 5, 2022 minutes. Mr. Johnson moved and Mr. Nuss seconded the motion that they be approved. Motion passed.

Mr. Whitebird discussed the activities of the Emergency Management Office during last month.

April bills were read and presented by Mr. Perkinson. Mr. Nuss moved and Mrs. Ihrke seconded the motion to approve the bills and present to the full board. Motion passed.

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 April and will provide a written report for the full board.

### **New Business:**

No new business.

### **Resolutions:**

The committee reviewed the Resolution to accept the low bid for Dix Township MFT work. Mrs. Ihrke moved and Mrs. King seconded the motion to present to the full board.

### **Public Comment:**

There was no public comment.

Having no further items to discuss, Mrs. King moved to adjourn at 7:40 am, seconded by Mrs. Ihrke. Motion passed.

# FORD COUNTY PROBATION AND COURT SERVICES

# Stats for April 2022

APRIL of 2022		APRIL 2021 (Same month last year)					
ADULTS:				ADULTS:			
<b>Active Caseload</b>		<b>Administrativ</b>	e Cases	<b>Active Caseload</b>		Administrativ	ve Cases
Felony Cases	57	Active	74	Felony Cases	69	Active	58
Misdemeanors	19	Warrants	147	Misdemeanors	20	Warrants	132
DUI Cases	19	TOTAL	190	<b>DUI Cases</b>	29	TOTAL	190
Traffic Cases	5			Traffic Cases	6		
TOTAL	100			TOTAL	124		
JUVENILES:				JUVENILES:			
<b>Active Caseload</b>		<b>Administrativ</b>	e Cases	<b>Active Caseload</b>		Administrativ	ve Cases
Probation	5	Active	4	Probation	2	Active	1
Cont'd Supervision	0	Inactive	1	Cont'd Supervision	3	Inactive	1
Informal	5	TOTAL	5	Informal	2	TOTAL	2
Other	0			Other	0		
TOTAL	10			TOTAL	7		
PUBLIC SERVI	CE:			PUBLIC SERV	ICE:		
<u>Adults</u>		<u>Juveniles</u>		<u>Adults</u>		<u>Juveniles</u>	
Cases	55	Cases	8	Cases	73	Cases	6
Hours	6470	Hours	230	Hours	10575	Hours	220
TOTAL CASES:	63			TOTAL CASES:	79		
TOTAL HOURS:	6700			TOTAL HOURS:	10795		
RESTORATIVE	E JUSTI	CE / DIVER	SION:				
Intakes this month		5					
Cases reviewed this	month	5					
Active Conference/	Diversion	Cases 0 Re	storative Justic	e / Diversion 8			
INVESTIGATION	ONS:			<b>VIOLATIONS:</b>			
PSI's ordered	5 PS	SI's completed 3		Adult: 13	Juveniles	s: 0	
Record Checks com	pleted	0					
<b>INTAKES:</b>							
Adults: 16	Ju	veniles: 5					
<b>ELECTRONIC</b>	MONI	TORING / G	SPS:				
Adults: 4		veniles: 0					
CONTACTS FR			OR CLIE	NTS AFTER HOL	JRS:		
CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS: Police 3 Clients 2							
HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:							
Home: 4 School 0							
RESTITUTION / COMMUNITY SERVICE COMPLETED:							
Restitution collected this month: \$662.69							
Community Service collected:							
Adults: 59	Ju	veniles: 0					

# **COMMUNITY MEETING ATTENDED THIS MONTH:**

Ford County Board Meeting

**CMO** Meeting

**Pre-Trial Planning Meeting** 

Ford County Finanace Meeting

**ROSC Meeting** 

**Veterans Court** 

FC Butterfly Project Meeting

# TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:

FC Sexual Harassment and Discrimination Training

**Enhancing Trauma Informed Practice in Courts** 

**KnowBe4 Training** 

Developing Case Plans for Juveniles

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

18

OFFICER CASEI	<u>LOAD</u>	<u>ADULTS</u>	JUVE	<u>NILES</u>	PRE-TRIAL
Jennifer Anderson		85	9	9	
Mallory Lithgow		26	2	2	
Rocky Marron		47		3	107
Jennifer Hess		18	(	0	
Suzanne Shell		2		0	
Warrant Officer		143	9	1	
<b>INTAKES THIS</b>	MONT	<u>'H:</u>			
Adult:		Juvenile:			
Felony Cases	13	Probation	0		
Misdemeanors	1	Cont'd Supervisi	on 0		
<b>DUI Cases</b>	2	Informal	5		
Traffic Cases	0	Other	0		
TOTAL	16	TOTAL	5		
CONFINEMENTS:					
Juvenile Detention		)			
IDOC Commitments	0	)			
Group Home		Adult	s: 0	Juveniles: 0	
Residential Substance Abuse Treatment: Adults: 0 Juveniles: 0					
ADIII T DDOCDAMS ODDEDED THIS MONTH. COMDI ETEI					

## ADULT PROGRAMS ORDERED THIS MONTH:

# **COMPLETED THIS MONTH:**

Alcohol / Substance Abuse Assessment	3	2	
DUI Assessment	3	2	
Alcohol / Substance Abuse Treatment	0	0	
DUI Education / Treatment	3	0	
Victim Impact Panel	3	0	
Cognitive Classes	0	1	
Anger / Domestic Abuse Classes	1	1	
Mental Health	2	2	
Sex Offender Treatment	0	0	
Parenting Classes	0	0	
GED	1	0	
Traffic School	0	3	



# Ford County Public Health Department

Lana Sample, MS Public Health Administrator

# April Ford County Board Report

- COVID Contact Tracing and Testing
  - o FCPHD has one part-time contact tracer that follows up with outbreaks and specific cases.
  - Weekly testing clinics are available Mondays from 9a-11a and Thursdays from 830a-1030a
- COVID Vaccines—
  - Weekly walk-in vaccine clinic on Tuesdays from 8:30am-10:30am for all COVID vaccines
- FCPHD programs are returning to normal.
- Senior Service Specialist position is still open.
- Working on scheduling construction to begin on the new Senior Programs building.
- Going through an Illinois DHS Fiscal Administrative Review
- No deficiencies on our COVID Vaccine Site Review
- Next Board of Health meeting is July 19
- Employee trainings for 2022: Ethics in Action, Handwashing, Alcohol & Drug Awareness

Lana Sample, Administrator

The Ford County Public Health Department does not discriminate in admission to programs or treatment of employment in programs or activities in compliance with the Illinois Human Rights Act; the U.S. Civil Rights Act; Section 504 of the Rehabilitation Act; the Age Discrimination Act; the Age Discrimination in Employment Act; and the U.S. and Illinois Constitution. If you feel you have been discriminated against, you have the right to file a complaint with the Illinois Department of Aging; for information call 1-800-252-8966 (Voice & TDD), or contact Ford County Public Health Department at 1-217-379-9281

# FORD COUNTY SHERIFF'S OFFICE **APRIL 2022 ACTIVITY SUMMARY REPORT**

# INCOME RECEIVED

\$40.00 – Bond Fee \$8,656.34 – Contracts \$506.36 – Misc. Reimbursement

\$40.00 - Dedicated Vehicle Fund \$219.80 – Transports \$3,869.88 – Inmate Phones

\$147.08 - Arrestee Medical Fund \$35.00 – DUI Fund \$1,804.43 – Civil Process

\$30.00 - Reports

FY22 TOTAL TO DATE

**MONTHLY TOTAL** 

\$221,415.69 \$15,348.89

CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)

Warrants Served: 31 Services / Attempts: 44/56

FORD CO. INMATE MANDAYS – 526 (FY22:2935)

TRAFFIC ACCIDENTS – 11

WARNING CITATIONS – 22

TRAFFIC CITATIONS

01 – Illegal use of cell phone while driving 13 – Speeding

01 - Failure to report accident 03 – Fail to reduce speed to avoid accident

01 – Illegal Transportation of alcohol 02 – Driving on Suspended License

01 - Disregard stop sign 01 – Driving on the left/prohibited

01 – Unlicensed driver

FIELD INCIDENT/COMPLAINT REPORTS

03 – Property stand-by 16 - Civil/Non-criminal complaint

02 – Suspicious vehicle 13 – Motorist Assist 02 - Suicide threat 10 – Animal complaint

01 – Juvenile complaint

08 – Other agency assist

06 – Domestic trouble 01 – Harassment

01 – Investigation follow-up 06 – Welfare check

01 – Fight in progress 05 – Traffic complaint

01 – E911 hang-up call 05 – Suspicious Person/Activity

04 – Security Alarm 01 - Phone Scam

01 – Noise complaint 04 – Fail to register as a sex offender

01 – Missing Person 03 - Theft

### COUNTY OF FORD

### RESOLUTION 22-

# **AMENDING RESOLUTION 22 - 29**

# RESOLUTION ESTABLISHING THE SALARY FOR THE FORD COUNTY SHERIFF

WHEREAS, Section 5-1010 of the Counties Code [55 ILCS 5/5-1010] requires the County Board to establish the salary of County officers at a meeting prior to the election of the officers whose salary is being established; and

WHEREAS, Section 2(a) of the Local Government Officer Compensation Act [50 ILCS 145/2(a)] requires the salary of elected officers for local governments to be established at least one hundred eighty (180) days prior to the start of their term; and

WHEREAS, Section 2(b) of the Local Government Officer Compensation Act [50 ILCS 145/2(b)] requires the salary of elected officers of a county be set by ordinance or resolution of the County Board; and

WHEREAS, the Public Act 102-0699 was enacted on April 19, 2022; and

**WHEREAS**, the Public Act 102-0699 amends the Counties Code by adding Section 3-6007.5 [55 ILCS 5/3-6007.5] as follows:

Section 3-6007.5. Sheriff's salary.

- (a) As used in this Section, "salary" is exclusive of any other compensation or benefits.
- (b) The salary of a sheriff elected or appointed after the effective date of this amendatory Act of the 102nd General Assembly in a non-home rule county shall not be less than 80% of the salary set for the State's Attorney under Section 4-2001 for the county in which the sheriff is elected or appointed.
- (c) The State shall furnish 66 2/3% of the total annual salary to be paid to a sheriff. Said amounts furnished by the State shall be payable monthly by the Department of Revenue out of the Personal Property Tax Replacement Fund or the General Revenue Fund to the county in which the sheriff is elected or appointed. The county shall furnish 33 1/3% of the total annual salary.

; and

**WHEREAS**, Section 4-2001 of the Counties Code establishes the methods used to set the salary of the State's Attorney.

**NOW, THEREFORE, BE IT RESOLVED** that the annual salary for the Ford County Sheriff shall be as follows:

- 1. Effective December 1, 2022, the Ford County Sherriff's salary shall be set at \_\_\_\_\_\_ percent (\_\_\_\_%) of the Ford County State's Attorney's salary as is set by the State of Illinois pursuant to Section 4-2001 of the Counties Code and as may be amended from time to time.
- 2. Should the State of Illinois terminate its program to reimburse Ford County 66 2/3 percent of the Sheriff's salary set forth in Paragraph 1 above, the salary of the Ford County Sheriff shall be:
  - a. Beginning December 1, 2022 \$75,000.00
  - b. Beginning December 1, 2023 \$75,000.00
  - c. Beginning December 1, 2024 \$77,000.00
  - d. Beginning December 1, 2025 \$77,000.00
- 3. The definition of benefits for the Ford County Sheriff shall be defined by the County Board of Ford County and shall be consistent with the other countywide elected officials, and the Ford County Sheriff shall not be required to contribute more towards those individual benefits than they must on the first day of their term beginning December 1, 2022.
- 4. In addition to the salary provided for in Paragraph 1, the Sheriff shall an annual stipend to be paid by the Illinois Department of Revenue out of the Personal Property Tax Replacement Fund in the amount of six thousand five hundred dollars (\$6,500.00) as required by Section 4-6003(d) of the Counties Code [55 ILCS 5/4-6003(d)].

**PRESENTED, APPROVED, AND RESOLVED** by the County Board of Ford County, Illinois at the May 9, 2022 regular meeting.

AYE NAY	NAY	ABSENT				
			Attest:			
 Debbie	Smith Chair	Ford County Board	Amy Fred	derick, Ford Co	ounty Clerk & R	– ecorder

# **I**ILLINOIS

# Extension

# COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES

# **AGREEMENT**

Between, (hereinafter,					
for brevity, termed "Grantor") and The Board of Trustees of the University of Illinois, a public corporation, acting					
hrough University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences (hereinafter,					
for brevity, termed "University").					
WHEREAS, University, under any by virtue of both state and federal legislation, is in charge of cooperative					
extension work carried on in the state of Illinois under the Smith-Lever Act and all amendments thereto; and					
WHEREAS, Grantor is vitally interested in said work being carried on in the University of Illinois Extension					
Unit at and the expansion thereof so as					
to meet the needs of citizens interested in said Unit; and					
WHEREAS, Grantor, because of its interest, is willing to make a contribution to University to partially meet the cost of carrying on and expanding said work in said Unit:					
THEREFORE, it is hereby agreed by and between Grantor and University as follows:					
1. For and during the period of twelve months beginning with July 1, 2022, and ending with					
June 30, 2023, Grantor will contribute to University for the carrying on of cooperative extension work by University					
in said Unit the sum of \$\_50,000\_, to be paid by Grantor to University in Quarterly, Monthly, X Annual payments of \$\_50,000\ All payments to be completed by June 30, 2023.					
2. University hereby agrees to accept said contribution to the cost of conduction and carrying on said work					
in said Unit during said period of twelve months, and hereby agrees that it will expend in said Unit in carrying on such					
work during said period an amount at least equivalent to said sum paid it by Grantor.					
3. University further agrees that during said period it will meet the cost of said work, which includes, but					
is not restricted to, salaries of its personnel, office space and facilities, secretarial help and transportation for such					
personnel needed to carry on the cooperative extension work in said Unit at least up to the extent local funds may be					

made available to the University through the extension Unit council.

# **I**ILLINOIS

# Extension

# COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES

4. It is understood between Grantor and Univers	ity that the said contribution to be made to University by
Grantor will be used along with public and other funds ava	ilable to University for carrying on said work in the state
of Illinois during said twelve months' period, a portion of v	which will be allocated by University to carrying on said
work in said Unit during said period.	, , , , ,
work in our dearing our periods	
Dated this 9 day of May	, 2022
GRANTOR	
	Ford County Board
	200 W. State St.
	Paxton, IL 60957
	P <sub>1</sub>
	(Authorized Signature)
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF Through University of Illinois Extension, College of Agric	
Regional Director University of Illinois Extension	Date
Director or Designee University of Illinois Extension	Date
*Standard form approved by Legal Counsel 7/20/93	
01/06/2022:hc	

# RESOLUTION 22\_\_\_\_

# **RESOLUTION TO HIRE**

**WHEREAS,** the Ford CountyTreasurer Office would like to hire one or more part-time PBL I.C.E students to work less than 130 hours per month and less than 1,000 hours per year at the rate of the current federal minimum wage; and

**WHEREAS,** it is necessary to receive approval to hire an employee/student because of the hiring freeze, Resolution 15-14, adopted March 9<sup>th</sup>, 2015; and

WHEREAS, the funding for the wages of the student(s) will come from the following line items;

**Animal Control** 

11-00-400.6

50% of Wages

Tax Automation

96-00-400.6

25% of Wages

Treasurer General Fund 01-53-400.6

25% of Wages

**WHEREAS,** the Ford County Treasurer Office successfully sought approval from the Ford County Finance Committee; and

**BE IT RESOLVED,** that the Ford County Treasurer Office be allowed to hire one or more parttime student intern(s) to work less than 130 hours per month and less than 1,000 hours per year at the rate of the current Federal Minimum Wage for the 2022-2023 school year.

May 9 <sup>th</sup> , 2022
Debbie Smith, Chairman of the Board
Attest: Amy Frederick

Clerk & Recorder

# RESOLUTION 22 OF THE FORD COUNTY BOARD RELATED TO AN APPOINTMENT TO THE FORD COUNTY PUBLIC BUILDING COMMISSION

**WHEREAS**, the Ford County Public Building Commission is governed by 50 ILCS 20/1 *et. seq.*; and

**WHEREAS,** 50 ILCS 20/5 governs the appointment of Commissioners to the Ford County Public Building Commission; and

**WHEREAS,** The Ford County Board Chairman re-appoints Michael Bleich to serve as a Commissioner on the Ford County Public Building Commission to serve a 5 year term; and

**THEREFORE, BE IT RESOLVED BY THE FORD COUNTY BOARD** that Michel Bleich is hereby re-appointed to the Ford County Public Building Commission to serve a 5 year term, said term expiring June 2026.

Passed in open session this 9<sup>th</sup> day of May, 2022.

Debbie Smith
Ford County Board Chairman

Ford County Clerk & Recorder

Amy Frederick

ATTEST:

# RESOLUTION 22 OF THE FORD COUNTY BOARD RELATED TO AN APPOINTMENT TO THE FORD COUNTY PUBLIC BUILDING COMMISSION

**WHEREAS,** the Ford County Public Building Commission is governed by 50 ILCS 20/1 *et. seq.*; and

**WHEREAS,** 50 ILCS 20/5 governs the appointment of Commissioners to the Ford County Public Building Commission; and

**WHEREAS,** The Ford County Board Chairman re-appoints Thomas Townsend to serve as a Commissioner on the Ford County Public Building Commission to serve a 5 year term; and

**THEREFORE, BE IT RESOLVED BY THE FORD COUNTY BOARD** that Thomas Townsend is hereby re-appointed to the Ford County Public Building Commission to serve a 5 year term, said term expiring June 2025.

Passed in open session this 9 <sup>th</sup> day of May, 2022.							
Debbie Sm	ith	_					
Ford Coun	ty Board Chairman						
ATTEST:	Amy Frederick						
	Ford County Clerk & Recorder						

### RESOLUTION 22-

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

Submitted by Iroquois Paving Corporation for \$79,331.45 on April 19, 2022

Section Number 22-03000-00-GM, TR 77 aka 750N Road. Beginning at 750E on 750N easterly to 700E on 750N. (Ford County)

STATE OF ILLINOIS) s. 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 April 20, 2021.

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 9th day of May, 2022.

(SEAL)	Ford County Clerk
	Tord County Cierk

### **TOWER LEASE**

# **AGREEMENT**

This Tower Lease Agreement ("Agreement") is made and entered effective as of the \_\_\_si day of May, 2022 ("Effective Date"), by and between Eastern Illinois Electric Cooperative, Inc., ("Landlord") an Illinois not for profit corporation, and Ford County, Illinois, ("Lessee") an Illinois body corporate and politic, alternatively referred to from time to time as "Party" or "Parties" as the case may be.

### WITNESSETH:

WHEREAS, Landlord owns and has easement rights in property located at 330 W Ottawa, Paxton, IL. 60957 (IL-PAXTON-CN-1) (GPS 40.4533, -88.1031) on which is located a transmitter building and a transmitter tower approximately 320 feet high, together with other land, structures, and facilities owned by Landlord (all hereinafter "Leased Premises") which are or may be used or useful in the operation of Landlord's Two-Way Stations or other stations (hereinafter "Landlord's other Lessees");

WHEREAS, Lessee has inspected the property ("Leased Premises") which is the subject of this Agreement and accepts the same as is, and

WHEREAS, Lessee, or any of its agents, successors or assigns, wish to lease space on Landlord's property for Emergency Radio Equipment, as identified in the attached exhibit \_\_\_, at various licensed and unlicensed frequencies, as Lessee has been granted authority to broadcast from the premises by the Federal Communications Commission (hereinafter, "FCC"). Lessee wishes to lease space on Leased Premises for operation of such equipment, and represents that it is properly and fully licensed to carry on such business, and

WHEREAS, Lessee acknowledges that Landlord has leased or will lease similar space to other communications and broadcast stations, and Lessee's operations are subject to the operations of Landlord's other lessees' and of Landlord's equipment, including, but not limited to, any interference with the transmission and reception of Lessee's signals caused by the operation of any such equipment.

NOW THEREFORE, the Parties agree as follows:

Leased Premises. Landlord hereby leases space at or near the base of the tower, in the transmitter building, as well as space at or near the 220-foot level for distribution and point to point antennas (hereinafter "the Leased Premises"), the precise location of such space to be designated by Landlord, subject only to the

reasonable approval of the Lessee.

- 2. Compliance. Lessee's right to use the Leased Premises is expressly contingent upon it's obtaining all the certificates, permits, licenses, and other approvals that may be required by any federal, state, or local authority solely for the purpose of transmitting the signal of various licensed and unlicensed frequencies in such manner, at such times, and to the extent permitted by the Federal Communications Commission (FCC) and any other regulatory authorities having jurisdiction. Lessee is granted this authority for its internal use only. Lessee warrants that its operation will comply with all authorization, regulations, rules, and requirements of the FCC and all other federal, state and local laws, regulations, ordinances, rules, and other government requirements, as well as judicial and administrative interpretations and applications thereof; and that all required certificates, permits, licenses, and other approvals for Lessee's operations on the Leased Property are and will be in full force and effect at all times during the term of this Agreement and any extension thereof. In the event that any such certificate, permit, license or other approval is finally rejected, cancelled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority so that Lessee, in its sole discretion, determines that it will be unable to use the Leased Premises for the Intended Use (defined below), Lessee shall have the right to terminate this Agreement.
- 3. Initial Term. The initial term of this Agreement shall commence on the Effective Date and expire at the end of the fifth (5th) year of this Agreement. The term of this Agreement will be evaluated annually subject to cancellation by either Party at the end of such initial term by written notice delivered to the other Party at least one hundred eighty (180) days prior to the end of initial term. Lessee agrees to make monthly rent payments for the term hereof at the rate of \$150.00 (adjusted as hereinafter stated) per month payable in advance on the first day of each month, such payments to be made to Landlord at P. O. Box 96, Paxton, Illinois 60957. Such initial payment and base monthly rent shall permit Lessee to operate only the antennas approved by Landlord at or near the 220-foot level on Landlord's tower. The monthly rental payments for each subsequent twelvemonth period shall be adjusted January 1, 2023, and each January 1 thereafter, by an amount equal to any change during the preceding year in the cost of living (all items) for the Chicago, Illinois areas as published by the U.S. Bureau of Labor Statistics.
- 4. <u>Renewal.</u> Subject to the terms and conditions of this Agreement, it may be extended for three (3) five (5) year renewal periods (each a "<u>Renewal Term</u>") commencing on the first day of the month following the expiration date of the Initial Term or prior Renewal Term. Accordingly, this Agreement shall automatically

- renew for each Renewal Term of five (5) years unless canceled by either Party by providing written notice to the other Party at least ninety (90) days prior to the expiration of the Initial Term or applicable Renewal Term.

  Any additional Renewal Terms beyond the third Renewal Term shall require a mutual consent in writing signed by the Parties.
- <u>Utilities.</u> Landlord shall provide one (1) free of charge electric service. Lessee shall use the Landlord's utilities unless otherwise requested by Landlord due to significant changes in consumption by Lessee.
- 6. Taxes. Lessee shall pay all taxes on its property located on the Leased Premises with respect to its use thereof, if applicable, and which may initially be imposed upon Landlord, other than any tax on rental income; provided that, the payment of any such tax may be waived if it is deemed to be de minimus in amount by Landlord. In the event the Leased Premises relates to a public body use for which no taxes are assessed, then Lessee shall have no tax obligation.
- Non-Interference. (a) Lessee's operations and equipment shall not interfere with the transmission or reception of the signals of Landlord's operations.
  - (b) If Landlord concludes that such interference or impairment has occurred from any act or failure to act and so notified Lessee, Lessee shall have forty-eight (48) hours to eliminate such interference or impairment.
  - (c) Lessee acknowledges that Landlord shall have no liability for any interference with the transmission or reception of Lessee's signals or the impairment of its operations by any of Landlord's stations or any of Landlord's agents, contractors, or suppliers or any of Landlord's other Lessees, and that neither Landlord nor its agents or employees nor Landlord's other Lessees shall be subject to any liability, action, claim, loss, expense or damage resulting from such interference or impairment.
- 8. Maintenance of Premises. Lessee shall maintain the area that it specifically leases at or near the base of the tower, in the transmitting building, and at or near the distribution and point to point antenna level as referred to in Section 1, including any improvements made, in good condition; shall not make or allow to be made any alteration thereto or modification thereof without the prior written consent of the Landlord; and shall not commit or suffer to be committed any waste upon 'the Leased Premises. Lessee shall keep the Leased Premises closed and locked at all times and shall comply with the terms of any other agreements of Landlord with surrounding property owners that may apply.
- Insurance. Lessee shall maintain "occurrence" form comprehensive general liability insurance coverage during the Initial Term and any Renewal Terms of this Agreement. Such coverage shall include, but not be

limited to, bodily injury, property damage-broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations. Such coverage shall have limits of liability of not less than \$1,000,000 per occurrence, \$5,000,000 aggregate; and property damage of not less than \$1,000,000. These limits may be satisfied by Lessee's comprehensive general liability coverage or in combination with an umbrella or excess liability policy. Lessee must keep in force during the Initial Term and any Renewal Terms of this Agreement a policy covering damages to all property at the Leased Premises. The amount of the property insurance shall be sufficient to replace the damaged property, including loss of use, and shall contain ordinance and law coverage. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Landlord. Landlord shall be named as an additional insured on such insurance policies and Lessee shall provide Landlord with applicable extensions or riders verifying such coverage.

10. Indemnification. Lessee shall indemnify and hold harmless Landlord and any of its officers, directors, agents, or employees from and against all claims, actions, losses, expenses or damages or liabilities, including but not limited to attorneys' fees and expenses of settlement, caused by or arising out of the performance, failure to perform, or breach of any of Lessee's obligations, covenants, or warranties under this Agreement.
This indemnification obligation shall survive the expiration or earlier termination of this Agreement, and shall not be limited by insurance that Lessee is required to provide pursuant this Agreement or otherwise.

### 11. Default.

The occurrence of any one or more of the following events shall constitute a default hereunder by Lessee:

- A. Any FCC authority under which Lessee operates is revoked or suspended or otherwise terminated:
- B. Lessee's operations interfere with the transmission or reception of any broadcast signal of Landlord or of any of Landlord's other lessees and Lessee has not eliminated such interferences;
- C. Lessee fails to pay rent as required hereunder, or any part thereof, and such default shall continue for a period of thirty (30) days after written notice thereof;
- D. Lessee knowingly fails to perform any of its other obligations under this lease within ten (10) days after written notice and demand;
- E. If Lessee shall at any time make a general assignment for the benefit of creditors or become adjudicated a bankrupt, or upon the sale under execution of said leasehold estate or any part thereof, or if a receiver be appointed to take care of the leased premises.

In the event of any such default by Lessee, Landlord shall give written notice to Lessee of such default and that it has ten (10) days after such notice to cure the same.

12. <u>Sublease.</u> Lessee shall not let or sublet the whole or any part of the premises, or assign this Agreement or any rights or interests hereunder, either voluntarily or by operation of law, or allow the Leased Premises to be

- occupied by anyone other than Lessee without the prior written consent of Landlord; provided that, in the event of a sale or transfer of Lessee, or its assets, the purchaser may continue the use of the Leased Premises under the terms herein provided, subject to Landlord's consent which shall not be unreasonably withheld.
- 13. <u>Assignment.</u> This Agreement and all of Landlord's rights and obligations hereunder may be assigned or transferred by Landlord to such successors in interest or to such assignees of all or part of Landlord's business as Landlord may determine in its sole discretion.
- 14. Unanticipated Events. Landlord shall not be liable for failure to perform any of its obligations hereunder if such failure is caused by any strike or labor dispute or any cause beyond its control, including without limitation any energy shortage or disruption; and shall not be liable in any case for consequential or incidental damages or for loss of profits with respect to any claim by Lessee arising out of the performance, failure to perform or breach of any of Landlord's obligations hereunder. In the event that either Party hereto shall be delayed or hindered in or prevented from the performance of any of their or its respective responsibilities anywhere herein contained, by reason of (i) the destruction, in whole or in part, of any building or improvement forming a part of the entire Premises, or (ii) strikes, or (iii) lockouts, or (iv) labor disputes, or (v) war, whether declared or undeclared, or (vi) riot, or (vii) Act of God, or (viii) embargoes, or (ix) delays in transportation, or (x) inability to procure materials and/or labor, or (xi) failure of power, or (xii) unreasonably restrictive governmental laws or regulations, whether valid or not, or (xiii) insurrection, or (xiv) pandemics or epidemics or (xv) any other reason other than financial, beyond the reasonable control of such Party, and not the fault of the Party so delayed or hindered in or prevented from performing work or doing acts otherwise required under this Agreement, then performance of such work or doing of such acts shall be excused for the period of the delay, and the period for the performance of such work or doing of such acts shall be extended for a period equivalent to the period of such delay; provided that, the provisions of this Section shall not operate so as to excuse or release Lessee from its obligations hereunder.
- 15. Acknowledgement of Events. The Parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of the Parties to meet their obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on either Party's performance, all performance efforts shall be on a reasonable efforts basis only and they shall not be responsible for failure to meet its obligations, to the extent that it can be demonstrated that either is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any

reasonable adjustments that may be required as a result of COVID-19.

- 16. Mechanic's Liens. Lessee shall not permit any mechanic's or materialmen's or other liens to exist against the Premises for any labor or material furnished Lessee in connection with work of any character performed on Premises by or at the direction of Lessee. However, Lessee shall respectively have the right to contest the validity or amount of any such lien, but upon the final determination of such questions shall immediately pay any adverse judgment rendered with all proper costs and charges and shall have the lien released at the contestant's own expense. If Lessee desires to contest any such lien, then prior to commencing such contest it will furnish Landlord with a bond, in form, content, amount and issued by a surety satisfactory to Landlord, to secure the payment of such obligation.
- 17. <u>Survival of Terms</u>. The provisions herein relating to warranties, indemnification, insurance, and Hazardous Materials apply notwithstanding any other provision of this Agreement and shall survive termination, performance or expiration of this Agreement.
- 18. Applicable Law and Venue. The provisions of this Agreement and all duties, obligations and rights arising therefrom shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law principles or rules (whether of the State of Illinois or any other jurisdiction) that could otherwise be construed to cause the application of the laws of any jurisdiction other than the State of Illinois. In the event of any claim or suit regarding this Agreement, Ford County, Illinois shall be the applicable venue for any such claim(s) or suit.
- 19. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery by a reputable courier to the address of the Party set forth herein or (d) telecopied to the facsimile number of the Party set forth in this Section. Such notice or communication shall be deemed given and received (i) if sent by personal delivery or by overnight courier, when delivered, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, four (4) days following deposit in the United States mail. Shall be provided by written notice in the manner detailed in this Section. Such notice shall be sent as follows:

If to Landlord, to: Eastern Illinois Electric Cooperative, Inc.

330 Ottawa Rd. Paxton, IL. 60957

ATTN: President/CEO

If to Lessee, to: Ford County, Illinois 235 N. American St. Paxton, IL 60957

ATTN: Board Chairperson

20. Agreement Termination. Except as Set forth in Section 2 hereof (for which no notice is required), this Agreement maybe terminated by either Party upon sixty (60) days written notice to the other. In the event that this Agreement is terminated or not renewed, Lessee shall have Three Hundred Sixty Five (365) days from termination or non-renewal to remove its facilities and related equipment from the Leased Premises, and repair and restore the Leased Premises to its pre-Agreement condition. At the end of such termination or expiration, Lessee shall also peaceably quit and surrender to the Landlord possession of the Leased Premises subject to the other provisions of this Agreement. If within such Three Hundred Sixty Five (365) days Lessee does not remove such facilities and equipment, then it shall be deemed to have been abandoned by Lessee and Landlord may treat it as the Landlord's own and retain, remove or dispose of it as it sees fit; provided that, that in the event Landlord undertakes removal and disposal, Lessee shall reimburse Landlord for the costs and expenses thereof. In addition, Lessee shall be responsible for the cost and expense of any repair, damage, rent. additional rent, and reasonable attorney's and paralegal's fees and other charges associated with this Agreement, all of which shall be immediately due and payable from Lessee to Landlord. In the event of termination or non-renewal of this Agreement, Landlord shall have the option to purchase the facilities and related equipment at their current fair market value as determined in good faith by the Parties. In the event of such purchase and sale, Landlord shall undertake all future responsibility for the facilities and related equipment; provided that, Lessee shall remain liable for any obligations, debts, expenses, or claims of any kind or character which arose prior to such sale to Landlord, all of which shall survive thereafter.

21. Alternative Dispute Resolution. Landlord and Lessee shall attempt to settle any claim or controversy arising out of this Agreement through consultation, negotiation and cooperation. If such attempts fail, then the dispute shall first be submitted to a mutually acceptable neutral advisor for mediation, as the Parties shall

agree upon in advance. Neither of the Parties shall unreasonably withhold acceptance of such an advisor, and his or her selection shall be made within thirty (30) days after notice by the other Party demanding such mediation. Cost of such mediation or any other alternate dispute resolution agreed upon by the Parties shall be shared equally by Landlord and Lessee. Any dispute which cannot be so resolved between the Parties within ninety (90) days of the date of the initial demand by either Party for such mediation, shall be resolved by court proceeding. The use of such a procedure shall not be construed to affect adversely the rights of either Party under the doctrines of laches, waiver or estoppel. Nothing in this Section shall prevent either Party from pursuing court proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a Party or others.

22. Hazardous Materials. Lessee shall not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (as hereinafter defined) in, on, under, around or above the Leased Premises now or at any future time, except in accordance with the terms of this Agreement, and shall indemnify, defend, and save Landlord harmless from any and all actions, proceedings, claims, costs, expenses and losses of any kind, including, but not limited to, those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work, which may arise in connection with the existence of Hazardous Materials on the Premises occurring or caused by the acts or omissions of Lessee in whole or in part during the Term hereof. The term "Hazardous Materials," when used herein, shall include, but shall not be limited to, any substances, materials, or wastes that are regulated by any local governmental authority, the State of Illinois, or the United States of America because of toxic, flammable, explosive, corrosive, reactive, radioactive, carcinogenic, or other properties that may be hazardous to human health or the environment, including without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon, petroleum and petroleum products, asbestos, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides and toxic or hazardous substances or materials of any kind, including without limitation, substances now or hereafter defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" pursuant to applicable federal and state law.

Lessee shall indemnify, defend and hold harmless Landlord and its respective officers, directors, agents and employees and their respective successors and assigns from all fines, suits, procedures, claims liabilities, damages and actions of every kind, and all costs associated therewith (including attorneys', experts' and consultants' fees and costs of testing) arising out of or in any way connected with: (i) any deposit, spill, discharge or other release of Hazardous Materials that is caused by the acts or omissions of Lessee; (ii)

Lessee's failure to provide all information, make all submissions, and take all steps required by all applicable governmental authorities; (iii) any violation or alleged violation by Lessee of any Environmental Laws; and (iv) the imposition of any lien for damages caused by, or the recovery of any costs for, the cleanup of Hazardous Materials as a result the acts or omissions of Lessee. Lessee's obligations and liabilities under this Section shall survive the expiration of this Agreement.

- 23. Waiver. Failure or delay on the part of Landlord or Lessee to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and must be signed by the Party making the waiver. A written waiver of a default at any one time shall not operate as a waiver of any other default or of the same type of default on a future occasion. Except as expressly waived in writing, the Parties shall at all times retain any and all remedies available to them at law or in equity.
- 24. <u>Construction of Language</u>. The terms Lease, Lease Agreement, or Agreement shall be inclusive of each other, and include renewals, extensions or modifications of the Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the sense requires. Section headings and titles are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.
- 25. <u>Severability.</u> If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect
- 26. <u>Marginal Headings.</u> The headings in this Lease are used only for convenience in finding the subject matters, and are not to be taken as part of this Lease, or to be used in determining the intent of the Parties.
- 27. No Intended Third Party Beneficiaries. Landlord and Lessee may each, separately, deal with other persons in connection with the Premises or with other matters that may also relate to or be the subject of this Lease. Landlord and Lessee do not intend to make any such third person with whom each of them may deal an intended third party beneficiary under this Lease. There is no third person who is an intended third party

- beneficiary under this Lease. No incidental beneficiary (whatever relationship such person or entity, of any kind or character whatsoever, may have with Landlord or Lessee) shall have any right to bring an action or suit, or to assert any claim against Landlord or Lessee hereunder.
- 28. No Partnership or Joint Venture. Landlord or Lessee shall not be deemed pursuant to the terms of this Agreement to create any binding or legally enforceable agency, partnership, or joint venture relationship.
- 29. <u>Due Authority.</u> Landlord and Lessee represent and warrant to each other, that they have each taken all corporate or other actions necessary to properly and effectively enter into this Agreement and, once executed, this Agreement shall be binding and enforceable against Landlord and Lessee.
- 30. Counterparts. This Agreement may be executed in any number of counterparts as may be convenient or required for the benefit of the Parties. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from any such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto, except having attached to it additional signature pages.
- 31. Electronic Signatures. This Agreement may be executed in one or more counterparts and shall be binding on a Party upon execution. Any original executed in counterpart shall be deemed an executed original. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means ("Electronic Signature"), shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Electronic Signature of a Party shall be deemed to be an original signature for all purposes.
- 32. Binding Effect. This Agreement shall extend to and bind the representatives, permitted successors and assigns of the Parties hereto; provided that, such permission shall not be unreasonably withheld. Lessee may file a Memorandum of Lease in the county where the Leased Premises are located. Such memorandum shall be released upon termination hereof. In the event Lessee fails to properly release any such memorandum, Landlord may do so.

- 33. <u>Time is of the Essence.</u> Time is of the essence with respect to the performance of every provision of this Agreement.
- 34. <u>Complete Agreement; Amendments.</u> This Agreement, including recitals, and any exhibits or amendments hereto constitute the entire agreement and understanding of the Parties and supersede all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind except as set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both Parties.

IN WITNESS WHEREOF, Landlord and Lessee have caused this Tower Lease Agreement to be executed as of the day and year first above written.

LANDLORD: Eastern Illini Electric Cooperative, Inc.	LESSEE: Ford County, Illinois
By: Robert E. Hunzinger, President/CEO	By:
	ATTEST:
By:	
Chase Sanders, Manager of Procurement and Physical Resources	Amy Frederick, County Clerk



EQUIPMENT PARTS & SERVICES, INC

Remit: 1134 N Dugan Road Urbana, OH 43078 Phone: 317-867-5510 ext 802

Fax: 317-867-5119

Email: debbie@crowderdetention.com

# **Invoice**

Date	Invoice #
4/20/2022	3383

Bill To	
Ford County Sheriff's Dept. 235 N. American St. Paxton, IL 60957 Sheriff Mark R. Doran	

Ship To Ford County Sheriff's Dept. 235 N. American St. Paxton, IL 60957 Sheriff Mark R. Doran

Crowder Job	b#	P.O. Number	Terms	Due Date	Ship	Via
22-025-IL		SA 3.2.22	Net 10	4/20/2022	4/19/2022	HAND DELIV
Quantity	Item Code		Description		Price Each	Amount
1 Loci	ck Repairs/Ser	Mark Doran compliapproved by Shand 4MH min @ 125.00 450.00, 302 miles 75.00 = 75.00  Door 15 adjust LSS Door 71A- adjust L replacement Door 72-latch back otherwise lock fun Door 75-KR worn 6 Door 48 L bottom Door 61 L bottom Doors 56 and 60 to locks Futures door-filed  Additional quote research	out door guide needs clea door guide needs clea ook apart and cleaned	Dailey and as follows: 5.00 = r diem @  r priority  yond repair,  ned ned 60 series	1,251.50	1,251.50
				Tot	al	\$1,251.50
				Payı	ments/Credits	\$0.00
				Bala	nce Due	\$1,251.50



# IN OFFICE: 317-867-5510 + EXT BELOW (WBE CERTIFIED) OH OFFICE: 317-727-6540 (EDGE CERTIFIED) GA OFFICE: 770-530-3729 MAIN FAX ANY OFFICE: 317-867-5119

SALES ext 801 or toby@crowderdetention.com

ACCOUNTING ext 802 or debbie@crowderdetention.com

FIELD SUPERVISOR ext 804 or <u>mike@crowderdetention.com</u>
PROJECT MANAGEMENT ext 805 or todd@crowderdetention.com

SHIPPING ADDRESS:

8537 Bash Street
SUITE 2

INDIANAPOLIS, IN 46250

BILLING/REMIT ADDRESS: 1134 N. DUGAN RD

URBANA, OH 43078

## April 21, 2022

Ford County Sheriff's Dept. 235 N American St. Paxton, IL 60957 Sheriff Mark R. Doran

# Re: Lock Replacement for doors 15 and 71A

Sheriff Doran,

Crowder-Detention, Inc. is pleased to offer you the below quote for the replacement of the locks at doors 15 and 71A based on service call visit by Mike Dailey on 4-19-2022.

We propose to furnish the necessary materials and labor to supply and install the new locks as shown below. The following items will be provided as offered below for your review and consideration.

Upon inspection these locks are getting to the point to where repairs are no longer going to be viable for the locks to keep working properly and provide a level of security needed.

### Door 15:

Replace the existing 10120M-2 "old style" lock with a new 10120MR-2 "retrofit" version. The existing cylinders will be re-used in the new lock.

### Door 71A:

Replace the existing 1051M-2 "old style" with a new 1051M-2 "retrofit" version.

Existing conduit and wiring will be re-used. No new conduit or wiring is included in this quote.

### The Total Price for the above will be \$9,794.00 no tax, no bond.

Standard lead time for new locks may be between 2 and 4 weeks after receipt of all approved information. Working during day time hours only. No night time or week end work will be quoted.

### This quote is only good for 30 days from today.

### NOTES/Clarifications/Exclusions:

- 1. We exclude any finish painting; if required touch up using a universal primer that will accept a finish coat of paint.
- 2. We exclude any other hardware items or controls of any kind from our quote unless listed.
- We exclude dumpsters. Demolished materials will be turned over to the facility for disposal.
- 4. Excludes taxes or bonds of any kind.
- 5. We exclude grouting of any kind.

- 6. We exclude cylinders or keys.
- 7. We exclude conduit or wiring of any kind. Wire tie into existing system only.
- 8. We exclude temporary barriers of any kind.
- 9. We exclude minor damage to the floor where the frame is installed.
- 10. We exclude any smoke damage from welding of the frame.
- 11. We exclude any smoke removal from the building.
- 12. Includes only the doors and frames as listed in this proposal.
- 13. The facility agrees to off load and store all material until the time work can begin.
- 14. Quote is for working 10 hours days during daytime hours only, no night or weekend work included.
- 15. We exclude cutting of any existing walls, masonry repairs to walls, floors and ceilings of any kind.
- 16. Facility provides and installs any new conduit or wiring if required.

Standard terms for this type of work are net 30 days after invoicing. No money down. No retainage. No taxes or bonds. Should order be cancelled fees of 25% of contract amount will apply not including cancellation fees from manufacturers for work in process at the factory. Workman's Compensation and General Liability Insurance is included and will name additional insured as required. Our proposal is valid for 30 days. Please do not hesitate to contact us with any additional questions or concerns and thanks for the opportunity to provide you with this quote.

Sincerely,

Todd Brady

Senior Project Manager Crowder-Detention, Inc.

Mobile # 770-530-3729

# $----\sqrt{\wedge \wedge}$ WAVE Plus System Proposal for Ford County, IL

# April 25, 2022

Item	Description	Quantity	Cost	Total
1	WAVE Plus Control Panel	1	\$8,900.00	\$8,900.00
2	Single Button Duress Alarm	50	\$135.00	\$6,750.00
3	Repeater	1	\$650.00	\$650.00
4	On Site Set-up and Training	1	\$975.00	\$975.00

\*\* Please note that this quote does NOT include state and local taxes at applicable rates.

Total \$17,275.00

### **Key Features**

- Wireless receiver can handle 900MHz wireless spread spectrum technology
- Control panel includes hard wired inputs/outputs for integration with other systems
- Email and Text Messaging options are available
- Control panel includes touch screen for programming
- · Includes backup battery
- No wires other than a 110 VAC outlet needed
- Control panel is locked with a key for security
- · Convenient eyehooks to mount wall unit
- Two year limited warranty standard with all WAVE systems
- Customer must provide a radio for each control panel if 800 MHz or any other non-standard frequencies are specified
- This quote is valid for six months from the issue date
- SecureTech's standard terms and conditions apply

Accepted By:	Date:	-
	-	

# FORD COUNTY PUBLIC BUILDING COMMISSION APRIL 19, 2022

The Ford County Public Building Commission met in the Small Courtroom in the Courthouse in Paxton on Tuesday, April 19, 2022. The meeting was called to order by Chairman Ron Shapland at 9:00 A.M.

The roll call showed the following members in attendance: Chairman Ronald Shapland, Tom McQuinn, Mike Bleich and Tom Townsend. Also in attendance were Sheriff Doran, State's Attorney Killian, Treasurer Shoemaker, Lana Sample with the Ford Co. Public Health Dept. and Clerk & Recorder Frederick. Del Bruens was not in attendance.

Mr. McQuinn moved to approve the Agenda. Mr. Bleich seconded the motion to accept the Agenda.

Voice Vote – Carried

Mr. Townsend made a motion to approve the March 22, 2022 Minutes. Mr. Bleich seconded it.

Voice Vote – Carried

Mr. McQuinn made the motion to accept the Treasurer's report as presented. Mr. Bleich seconded it.

Roll Call – Unanimous

Mr. McQuinn made the motion to accept the FY 2021 Audit as presented. Mr. Bleich seconded it. Roll Call – Unanimous

Treasurer Shoemaker presented a quote for new office furniture for her office. After discussion, Mr. McQuinn made the motion to accept the quote from Rogards not to exceed \$7,443.09 and to ask if they will dispose of the current furniture. Mr. Townsend seconded it.

Roll Call – Ayes – 3, Nay – 1

(Nay – Bleich)

Mr. McQuinn updated the committee on the progress of the removal of the radio tower. Mr. McQuinn stated that due to the emergence of the situation, the committee may verbally receive bids to complete the project. Mr. McQuinn contacted Lagrange Crane who gave a bid of \$59,353.26, AtLas Crane and got no response, R & R Hafley Crane Service who stated it was too big of a project for them and Custom Service Crane who was working with SNC. Sheriff Doran had already gotten in touch with SNC who gave a bid of \$46,900.00. Mr. McQuinn stated there is still one more issue before the final removal of the tower and then the commission will be billed a final bill not more than the total amount of the bid the commission accepted.

Mr. McQuinn made the motion to allow payment of the partial bid from SNC for \$43,650.00.

Mr. Townsend seconded it.

Roll Call – Unanimous

Treasurer Shoemaker presented an invoice from auditors Feller & Kuester CPAs LLP. Mr. Townsend made the motion to allow payment for the invoice for the FY 2021 audit for \$4,700.00. Mr. Bleich seconded it.

Roll Call – Unanimous

Mr. McQuinn made the motion to allow the final payment for the elevator project for \$8,472.00. Mr. Townsend seconded it. Roll Call – Unanimous

Lana Sample spoke with the committee on the cleaning bills for the Public Health Dept. In previous years the Public Health Dept. had a line in the Public Building Commission Levy budget however, it was removed for FY 2022. Lana asked if the commission would consider reimbursing the Public Health Dept. for these bills and maintenance supplies that were covered under that line item also in the future. After discussion, the commissioners asked Lana to speak with the County Board's Finance Committee about paying the bills and maintenance supplies in the current FY which then could be considered for reimbursement in the future by the commission.

State's Attorney Killian handed out a Minimum Courtroom Standards in the State of Illinois and stated he would like the commission to consider the mandated accommodations for the court system needed in the courthouse.

Mr. Shapland set the annual meeting for June 1, 2022 at 7:00 P.M. in the Small Courtroom in the Courthouse.

Mr. Bleich made the motion to adjourn the meeting, Mr. Townsend seconded it. Voice Vote – Carried Meeting adjourned at  $10:15~\mathrm{A.M.}$ 

Respectfully Submitted,

Amy Frederick Ford County Clerk & Recorder

Present =   COMMITTEE   MEMBER   APPROVAL OF FY   STREAMSKER TO   PRESENTED A	ORD C	FORD COUNTY BOARD SPECIFICALLY PUBLIC BUILDING COMMISSI	LY PUBLIC	BUILDI	NG COM	MISSION						Apr	April 19, 2022	122				
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# FORD COUNTY BOARD SPECIFICALLY INFORMATION & TECHNOLOGY COMMITTEE MEETING MINUTES APRIL 27, 2022

The Information & Technology Committee met on Wednesday, April 27, 2022 at 2:00 P.M. in the Small Courtroom in the Courthouse. Those in attendance were Chairman Aubry, Mr. Nuss and Dr. Ray. Also in attendance were Sheriff Doran, Todd and Ross with MCS and Clerk & Recorder Frederick. Mrs. C. Ihrke was seated at 2:04 P.M. Mrs. Smith was not present.

Dr. Ray made the motion to add 2 topics of discussion, Security System silent alarms and IT Policy manual for Ford County and to approve the Agenda. Mr. Nuss seconded it.

Voice Vote - Carried

Mr. Nuss seated Mrs. C. Ihrke at 2:04 P.M. Dr. Ray seconded it.

Voice Vote - Carried

Todd with MCS went through the requirements for CIRMA, KnowBe4 training and explained the benefits of utilizing Share Point and managed services. Sheriff Doran spoke to the committee on VOIP and a proposal from Wave Plus System. The committee also briefly discussed creating an IT Policy Manual.

Mrs. C. Ihrke made the motion to end the meeting. Mr. Nuss seconded it. Voice Vote – Carried The meeting adjourned at 4:10 P.M.

Respectfully Submitted,

Amy Frederick Ford County Clerk & Recorder