

UPCOMING MEETINGS

for the

FORD COUNTY BOARD

Tuesday, January 3, 2023

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

Wednesday, January 4, 2023

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

Thursday, January 5, 2023

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

Monday, January 9, 2023

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



Notes:

- Courthouse will be *CLOSED*, Monday, December 26, 2022 in observance of Christmas Day
- Courthouse will be *CLOSED*, Monday, January 2, 2023 in observance of New Year's Day
- Courthouse will be *CLOSED*, Monday, January 16, 2023 for Martin Luther King, Jr. Day

ANNUAL REPORT
DECEMBER 1, 2021 - NOVEMBER 30, 2022

TOTAL DEATH INVESTIGATIONS	210
TOTAL RESIDENT DEATHS	160
TOTAL NON-RESIDENT DEATHS	
50	
Inquiries or Inquest Pending	
1) Natural Death Investigations	218
2) Undetermined Death	0
3) Suicide	4
4) Homicide	0
5) Accidental Death	0
a) Accidental Motor Vehicle Death	2
b) Accidental Drug or Alcohol Death	
AUTOPSIES	
20	
TOXICOLOGY	
16	
EXTERNAL EXAMINATIONS	0
HOSPICE CASE	127
INQUESTS CONDUCTED	0
CREMATION PERMITS INVESTIGATED AND ISSUED	86
NOTIFICATIONS FOR OTHER COUNTIES	2
ORGAN & TISSUE DONATIONS	0
Investigations returned to the Medical Profession	0
CREMATION PERMIT FEES	\$ 4,300.00
REPORT FEES	\$ 00.00
MISC. & GRANT FEES	\$ 4,336.00
TOTAL REVENUE	\$ 8,336.00

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 **November 2022** 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)	GIS	DOMESTIC VIOLENCE FUND (DVF)	RENTAL HOUSING SURCHARGE (RHSP)	DSC	DELINQUENT TAXES COLLECTED
Dec-21	6,873.00	1,659.00	3,358.50	11,526.25	860.00	24,276.75	4,735.00	466.00	6,609.00	15.00	2,259.00	680.00	36,783.02
Jan-22	4,560.00	1,904.00	1,199.50	5,337.75	946.00	13,947.25	2,442.00	490.00	4,375.00	5.00	1,539.00	648.00	18,752.09
Feb-22	4,844.00	2,109.00	1,445.04	3,149.75	860.00	12,407.79	3,428.00	636.00	4,634.00	15.00	1,638.00	1,000.00	11,117.83
Mar-22	5,949.00	1,759.00	971.81	4,563.25	2,150.00	15,393.06	4,547.00	414.00	5,700.00	20.00	1,971.00	424.00	67,093.76
Apr-22	6,379.00	1,878.00	1,270.00	8,089.75	688.00	18,304.75	5,039.00	462.00	6,077.00	25.00	2,115.00	592.00	9,134.13
May-22	4,938.00	2,040.00	1,685.50	3,830.00	1,204.00	13,697.50	4,740.00	512.00	4,709.00	60.00	1,665.00	616.00	35,629.13
Jun-22	4,487.00	2,149.00	1,097.50	4,340.75	1,118.00	13,192.25	3,758.00	498.00	4,302.00	40.00	1,485.00	500.00	29,318.96
Jul-22	3,480.00	2,093.00	1,265.50	1,322.50	774.00	8,935.00	3,057.00	494.00	3,327.00	55.00	1,035.00	544.00	20,555.75
Aug-22	5,261.00	2,646.00	1,452.50	3,566.50	688.00	13,614.00	5,671.00	594.00	5,059.00	45.00	1,764.00	520.00	28,854.32
Sep-22	4,904.00	2,417.00	1,261.50	2,098.25	516.00	11,196.75	2,610.00	588.00	4,675.00	55.00	1,647.00	716.00	6,638.11
Oct-22	4,885.00	1,648.00	1,538.50	4,503.00	258.00	12,832.50	3,966.00	370.00	4,677.00	40.00	1,620.00	376.00	13,181.11
Nov-22	4,514.00	1,392.00	1,298.00	3,861.25	258.00	11,323.25	4,853.00	344.00	4,300.00	35.00	1,485.00	384.00	25,826.62
MID-YEAR	33,543.00	11,349.00	9,930.35	36,496.75	6,708.00	98,027.10	24,931.00	2,980.00	32,104.00	140.00	11,187.00	3,960.00	178,509.96
TOTAL	61,074.00	23,694.00	17,843.85	56,189.00	10,320.00	169,120.85	48,846.00	5,868.00	58,444.00	410.00	20,223.00	7,000.00	302,884.83

105.70% = Percent of estimated revenue generated for year to date.

Total Estimated Revenue = \$160,000.00 Actual Office Revenue = \$169,120.85

Total Receipts = \$612,796.68
Dedicated Funds = \$54,714.00
Supervisor of Assessments = \$58,444.00
State & Tax Buyers = \$330,517.83

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 employment for the period therein mentioned, other than those specified.

Submitted this 1st day of December, 2022.

Ford County Clerk & Recorder

**ANNUAL REPORT OF
OFFICIAL FEES AND EMOLUMENTS RECEIVED**

To the Chairman of the County Board of Ford County:

I, **AMY FREDERICK**, County Clerk in and for the County of Ford and the State of Illinois, respectfully present the following report of all fees and emoluments of my office, from **01 December 2021 to 30 November 2022** wherein I state the gross amount of all fees or emoluments.

NATURE OF SERVICES

CLERK & RECORDER REVENUE:

<u>For Recording Fees</u>	<u>\$61,074.00</u>
<u>For Certified Copies of Vital Records</u>	<u>\$23,694.00</u>
<u>For Miscellaneous</u>	<u>\$17,843.85</u>
<u>For County Revenue Stamps (1/3)</u>	<u>\$56,189.00</u>
<u>For Clerk Tax Fees</u>	<u>\$10,320.00</u>
SUB TOTAL	<u>\$169,120.85</u>

CLERK & RECORDER DEDICATED FUNDS:

<u>For Auto Recording Fees</u>	<u>\$48,846.00</u>
<u>For Auto Vital Fees</u>	<u>\$5,868.00</u>
SUB TOTAL	<u>\$54,714.00</u>

FUNDS TO THE STATE, ASSESSMENT OFFICE & TAX BUYERS:

<u>For GIS System Account (SOA)</u>	<u>\$58,444.00</u>
<u>Domestic Violence Fund (DVF)</u>	<u>\$410.00</u>
<u>For Rental Housing (RHSP)</u>	<u>\$20,223.00</u>
<u>For Death Certificate Surcharge (DSC)</u>	<u>\$7,000.00</u>
<u>For Delinquent Tax Redemption (TAX BUYERS)</u>	<u>\$302,884.83</u>
SUB TOTAL	<u>\$388,961.83</u>

TOTAL	<u>\$612,796.68</u>
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STATE OF ILLINOIS)
) SS
COUNTY OF FORD)

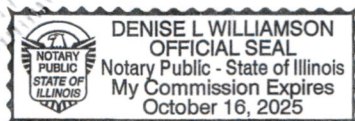
I, **AMY FREDERICK**, do solemnly swear that the foregoing account is in all respects just and true according to my best knowledge and belief, and that I have neither received directly or indirectly nor directly or indirectly agreed to receive or be paid for my own or another's benefit, any money, article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

Respectfully submitted this 1st day of December, 2022.



Ford County Clerk & Recorder

Signed and Sworn to me, this 1st day of December, 2022.





Notary Public



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



01 Nov. 2022 Monthly Starcom 21 Radio Drill (Paxton)
Ford County EMA Meeting (Paxton)

02 Nov. 2022 Bold Planning Hazard Assessment & Planning Webinar (Paxton)

07 Nov. 2022 IEMA Situational Awareness Call Deputy Director (Paxton)

15 Nov. 2022 Ford County Highway Committee Meeting (Roberts)

16 Nov. 2022 Ford County Sheriff's Committee Meeting (Paxton)

17 Nov. 2022 Ford County Finance Committee Meeting (Paxton)
PRIDE Christmas Parade Planning (Paxton)
East Central IL Communities Organizations aiding in Disaster (Urbana)
Homeland Security Information Network (HSIN) Web Conference Call

18 Nov. 2022 Participated in Gibson City Christmas Parade

21 Nov. 2022 National Weather Service Winter Services Webinar (Paxton)
Ford County Board Meeting (Paxton)

26 Nov. 2022 Participated in assisted Paxton ERS w/ Christmas Parade (Paxton)

This report was Respectably submitted by:

Terry L. Whitebird
Ford County EMA

Ford County Highway Committee Minutes

The Ford County Highway Committee met on December 6, 2022 at the Ford County Highway Department in Roberts, Illinois.

Present at this regular scheduled meeting were Chase McCall, Ann Ihrke and Lesley King. County Engineer Greg Perkinson and EMA Director Terry Whitebird were also present. Mrs. Ihrke called the meeting to order at 7:00 a.m.

Mrs. King moved to accept the Agenda as amended. Seconded by Mr. McCall. Motion passed.

First on the agenda was the review of the October 4, 2022 minutes. Mr. McCall moved and Mrs. King seconded the motion that they be approved. Motion passed.

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

November bills were read and presented by Mr. Perkinson. Mr. McCall moved and Mrs. King 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 November of and will provide a written report for the full board.

Mr. Perkinson updated the Committee on the wind farm roads.

New Business:

None

Resolutions:

The committee reviewed the Resolutions for the following:

- a. Resolution for Elliott Rd. Project Number 18-00140-00-RS To Appropriate Funds.
- b. Joint Funding Agreement for Elliott Rd. Project Number 18-00140-00-RS.
- c. Resolution for Maintenance Under the Illinois Highway Code.
- d. Resolution for Appropriating Funds for County Engineer's Salary.
- e. Agreement for County Engineer's Salary.

Mr., McCall moved and Mrs. Ihrke seconded the motion to present all the Resolutions to the full board.

Public Comment:

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

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

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

Engineering Division

- Entered claims and allotments to various county and township funds.
- Assisted Maintenance Division.

Maintenance Division

- Performed maintenance and repair on County owned equipment.
- Conducted routine inspection and maintenance of roads, entrances, shoulders and signs on county system.

County Engineer

- Assisted commissioners with Drainage Projects.
- Started resurfacing Buckley Road from Rt. 54 to Iroquois County Line. Milling of surface and first lift complete before shutting down project due to low temperature.
- Worked with Consultant on Elliott Water Line Project.

FORD COUNTY PROBATION ANNUAL REPORT

COUNTY FISCAL YEAR DEC. - NOV 2022 STATS

TOTAL INTAKES: ADULTS - 106 JUVENILE - 21

TOTAL CLOSURES:

ADULT SUCCESSFUL - 67	JUVENILE SUCCESSFUL - 12
ADULT UNSUCCESSFUL - 27	JUVENILE UNSUCCESSFUL - 2
ALTERNATE IDOC SENTENCE - 8	

COMMUNITY SERVICE HOURS WORKED:

ADULT - 391
JUVENILE - 431
TOTAL HOURS: 822

PETITIONS TO REVOKE FILED: 54

PRE SENTENCE INVESTIGATIONS COMPLETE FOR THE COURT: 23

NUMBER OF DIVERSION/RESTORATIVE JUSTICE PARTICIPANTS: 20

NUMBER OF VICTIM IMPACT PANEL PARTICIPANTS: 0

(postponed due to COVID-19 Pandemic) - offered approved online version

COGNITIVE PROGRAMS PARTICIPANTS-ADULTS: 11 JUV.: 0

Respectfully submitted,

Gabriella Wilsey
Chief Deputy Clerk

FORD COUNTY PROBATION AND COURT SERVICES

Stats for November 2022

NOVEMBER of 2022

ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	54	Active	77
Misdemeanors	23	Warrants	140
DUI Cases	19	TOTAL	217
Traffic Cases	3		
TOTAL	99		

JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	6	Active	13
Cont'd Supervision	0	Inactive	1
Informal	3	TOTAL	14
Other	0		
TOTAL	9		

PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	58	Cases	3
Hours	6647	Hours	125
TOTAL CASES:	61		
TOTAL HOURS:	6772		

RESTORATIVE JUSTICE / DIVERSION:

Intakes this month 0

Cases reviewed this month 0

Active Conference/Diversion Cases Restorative Justice / Diversion 9

INVESTIGATIONS:

PSI's ordered 2 PSI's completed 11

Record Checks completed 0

INTAKES:

Adults: 2 Juveniles: 0

ELECTRONIC MONITORING / GPS:

Adults: 3 Juveniles: 0

CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:

Police 6 Clients 1

HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:

Home: 9 School 0

RESTITUTION / COMMUNITY SERVICE COMPLETED:

Restitution collected this month 1530.76

Community Service collected:

Adults: 81 Juveniles: 80

NOVEMBER 2021 (Same month last year)

ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	54	Active	59
Misdemeanors	19	Warrants	146
DUI Cases	21	TOTAL	205
Traffic Cases	6		
TOTAL	100		

JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	3	Active	10
Cont'd Supervision	1	Inactive	1
Informal	0	TOTAL	11
Other	0		
TOTAL	4		

PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	64	Cases	9
Hours	8295	Hours	335
TOTAL CASES:	70		
TOTAL HOURS:	8630		

COMMUNITY MEETING ATTENDED THIS MONTH:

Ford County Board Meeting Outreach Committee

Ford County Finance Meeting CMO Meeting

ROSC Meeting Ford County Stakeholders Meeting

TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:

IPCSA

TOTAL NUMBER OF HOURS WORKED OUTSIDE MON. - FRI. 8:30 - 4:30: 23

<u>OFFICER CASELOAD</u>	<u>ADULTS</u>	<u>JUVENILES</u>	<u>PRE-TRIAL</u>
Jennifer Anderson	91	1	
Rocky Marron	43	3	99
Ariel Brucker	23	1	
Mallory Lithgow	19	16	
Warrant Status	140	1	

INTAKES THIS MONTH:

<u>Adult:</u>		<u>Juvenile:</u>	
Felony Cases	2	Probation	1
Misdemeanors	0	Cont'd Supervision	0
DUI Cases	0	Informal	1
Traffic Cases	0	Other	0
TOTAL	4	TOTAL	2

CONFINEMENTS:

Juvenile Detention	0	Juvenile Detention Screening	0
IDOC Commitments	0		
Group Home	1	Adults: 0	Juveniles: 0
Residential Substance Abuse Treatment:		Adults: 2	Juveniles: 1

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

Alcohol / Substance Abuse Assessment	0	5
DUI Assessment	1	6
Alcohol / Substance Abuse Treatment	0	0
DUI Education / Treatment	0	2
Victim Impact Panel	1	2
Cognitive Classes	0	2
Anger / Domestic Abuse Classes	1	4
Mental Health	2	1
Sex Offender Treatment	0	0
Parenting Classes	0	0
GED	0	0
Traffic School	0	0



Ford County Public Health Department

Lana Sample, MS
Public Health Administrator

November Ford County Board Report

- COVID—
 - Average daily new reported cases:
 - January 34.3
 - February 5.8
 - March .5
 - April 2.1
 - May 3.8
 - June 4.5
 - July 4.3
 - August 4.3
 - September 3.5
 - October 3.8
 - November 2.1
 - Weekly testing clinics are available Mondays from 9a-11a and Thursdays from 830a-1030a
 - Home test kits are available for pick up at the office
- COVID Vaccines—
 - Weekly walk-in vaccine clinic on Tuesdays from 8:30am-10:30am for all COVID vaccines for 6 months and older
- Senior Service Specialist position is still open.
- Senior Programs staff are moving into the State St building.
- Next Board of Health meeting is January 17
- Offering Annual Medicare Enrollment events throughout Ford County during the annual enrollment period (Oct 15 – Dec 7).
- Employee trainings for 2022: Ethics in Action, Handwashing, Alcohol & Drug Awareness, Effective Communication

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

Office of
SHERIFF OF FORD COUNTY

Mark R. Doran, Sheriff

235 N. American St.

Paxton, Illinois 60957

Telephone: (217) 379-9277

E-mail address: fcsheriff@fcsheriff.com

Fax: (217) 379-4801

**SHERIFF'S ANNUAL REPORT OF
OFFICIAL FEES AND EMOULMENTS RECEIVED**

To the Chairman of the County Board of Ford County:

I, Mark R. Doran, Sheriff 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 period from December 01, 2021, to November 30, 2022, wherein I state the gross amount of all fees and emoluments by me earned by official services during said year.

NATURE OF SERVICES

For Prisoner Boarding.....	\$397,358.93
For Sheriff's Contracts.....	\$139,006.91
For Inmate Phones.....	\$44,649.64
For Civil Process.....	\$23,360.43
For Sheriff's Misc. Reimbursements.....	\$6,687.40
For Sheriff's Sales.....	\$6,000.00
For Transport Reimbursement.....	\$5,414.54
For DUI Reinforcement Fund.....	\$1,251.00
For Arrestee Medical Fund.....	\$1,217.00
For Bond Fees.....	\$720.00
For Work Release.....	\$677.00
For Report Photocopies.....	\$360.00
For Seized/Forfeit Fund.....	\$153.75
For Dedicated Vehicle Fund.....	\$100.00
For Paid Interest.....	\$24.55
Total Receipts.....	\$626,981.15


STATE OF ILLINOIS)

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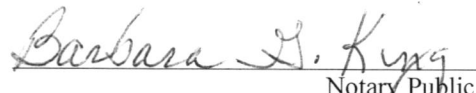
COUNTY OF FORD)

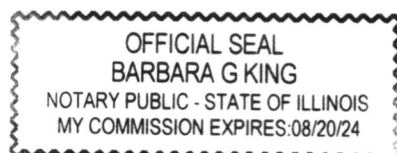
I, Mark R. Doran, do solemnly swear that the foregoing account is, in all respects, just and true according to my best knowledge and belief, and that I have neither received directly or indirectly, or directly or indirectly agreed to receive or to be paid for my own or another's benefit, any other money,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

Respectfully submitted this 30th day of November 2022.


Sheriff

Signed and sworn to, before me, this 30th day of November 2022.


Notary Public



**FORD COUNTY SHERIFF'S OFFICE
NOVEMBER 2022
ACTIVITY SUMMARY REPORT**

INCOME RECEIVED

\$62,764.00 – Boarding	\$ 703.26 – Transports
\$ 4,242.84 – Inmate Phones	\$ 95.00 – Arrestee Medical Fund
\$ 1,666.67 – Contracts	\$ 77.50 – Seized/Forfeiture Fund
\$ 1,209.42 – Civil Process	\$ 40.00 – Bond Fees
\$ 1,200.00 – Sheriff Sale	\$ 24.55 – Interest

MONTHLY TOTAL

\$72,023.24

FY22 TOTAL TO DATE

\$626,981.15

CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)

Services /Attempts: 16/22 Warrants Served: 26

FORD CO. INMATE MANDAYS – 927(FY22:8480)

TRAFFIC ACCIDENTS – 06

WARNING CITATIONS –19

TRAFFIC CITATIONS

08 – Speeding	01 – Driving w/Revoked Driver's License
01 – Disregard traffic device	01 – Operating Uninsured Motor Vehicle
01 – Suspended Registration	

FIELD INCIDENT/COMPLAINT REPORTS

17 – Other Agency Assist	01 – Trespassing
16 – Civil/Non-criminal Complaint	01 – Suicide Threat
12 – Suspicious Person/Activity	01 – Stolen Vehicle
10 – Domestic Trouble	01 – Phone Scam
05 – Investigation Follow-up	01 – Court Order Violation
05 – Suspicious Vehicle	01 – Noise Complaint
05 – Welfare Check	01 – Juvenile Complaint
04 – Traffic Complaint	01 – Harassment
04 – Motorist Assist	01 – Fight in Progress
03 – Security Alarm Check	01 – E911 Hang-up
03 – Animal Complaint	01 – Custody Dispute
02 – Abuse Complaint	01 – Criminal Damage to Property
02 – Theft	01 – Burglary

RESOLUTION 23 -
AMENDING CIRCUIT CLERK SALARY

WHEREAS, Section 18b of Article VI of the Illinois Constitution of 1970, states that the Circuit Clerk is a Clerk of the Judicial System and that the salary of the Clerk may be Amended at any time; and

WHEREAS, Circuit Clerks, providing due services to and for the State of Illinois as a part of their official duties, are afforded payment in the form of stipend as defined in 55 ILCS 5/4-6001. In such ordinance fixing the compensation of Circuit Clerk, the County Board shall separately list each stipend the Circuit Clerk is expected to receive in addition to the compensation to be paid by the County; and

WHEREAS, the established salary for the Ford County Circuit Clerk for the 2022 - 2023 year is to be set at \$61,000.00; and

WHEREAS, the Stipend Payment from the State of Illinois is \$6,500.00 (yearly); and

BE IT RESOLVED, that the Ford County Circuit Clerk receive a salary of \$61,000.00 for the 2022 - 2023 year.

December 12, 2022

Debbie Smith
Ford County Board Chairman

ATTESTED: _____
Amy Frederick
Ford County Clerk & Recorder

DEDICATED INTERNET ACCESS (DIA) SERVICE AGREEMENT

This Dedicated Internet Access (DIA) and Transparent LAN Service Agreement (the "**Agreement**"), MC-556132, is entered into by and between Mediacom Telephony of Illinois, LLC 1 Mediacom Way, Mediacom Park, NY, 10918 ("**Mediacom**") and Ford County Sheriff Department 235 N American St Paxton, IL 60957 ("**Customer**").

Agreement: References to this "Agreement" are to the following collectively: (i) this "Agreement" document, (ii) each applicable **Service Annex** attached hereto and incorporated herein by reference, (iii) the **Business Acceptable Use Policy** (which can be viewed on Mediacom's website at <http://www.mediacomtoday.com/baup>) (the "**BAUP**"), and (iv) the **Dedicated Internet Access and Transparent LAN Service Agreement – General Terms** attached hereto and incorporated herein by reference (the "**General Terms**"), in each case as may be amended from time to time in accordance with this Agreement.

SERVICES: A description of each Service, together with the relevant location ("**Service Location**"), and recurring and non-recurring charges is contained in the Service Annex. Pursuant to the terms of the Agreement and subject to the terms of the General Terms, and Business Acceptable Use Policy, Mediacom agrees to provide, and Customer agrees to purchase, for the Service Term specified below, Dedicated Internet Access and/or Transparent LAN Services as listed in Service Annex and certain ancillary services directly related thereto, the "**Services**", which access will be available at and through a specified point of interconnection (the "**Demarcation Point**") between Mediacom's facilities and networks (collectively, the "**Mediacom Network**") and certain Mediacom equipment to be installed at a specified physical location at the Customer's designated service location (such physical location, the "**Termination Location**", and such service location, the "**Service Location**").

SERVICE TERM: Unless earlier terminated pursuant to Section 6 of the General Terms, the initial term of the Agreement shall commence on the Effective Date and ends 60 months following the Turn-Up Date (the "**Initial Term**"). The Agreement will automatically renew for successive one (1) month terms (each, a "**Successive Term**", and all such Successive Terms and the Initial Term collectively, the "**Service Term**") upon the expiration of the Initial Term or any Successive Term, unless earlier terminated or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

ESTIMATED AVAILABILITY DATE: Mediacom estimates it will first make the Services available to the Customer 100 days following the date on which Mediacom executes this Agreement (the "**Estimated Availability Date**").

By its signature below, each party acknowledges that it has read the Agreement, Service Annex, Business Acceptable Use Policy, and the General Terms, each of which is expressly incorporated by reference into the Agreement, and agrees to be bound by the terms thereof, effective as of the date last signed by the parties below (the "**Effective Date**").

Mediacom Telephony of Illinois, LLC

Mediacom

Signature

Printed Name

Date

Notify Address

Mediacom Business Solutions

Attn: Legal Dept and Nancy Tom

1 Mediacom Way

Mediacom Park, NY 10918

Telephone: (845) 443-2600

Fax: (845) 698-4570

Ford County Sheriff Department

Customer

Signature

Printed Name

Date

Notify Address

Ford County Sheriff Department

Attn:

235 N American St

Paxton, IL 60957

Telephone:

Fax:

Dedicated Internet Access and Transparent LAN Service Agreement - General Terms

Unless the context otherwise requires, any reference herein to the "Agreement" shall be deemed to include these General Terms and the BAUP.

1. Provision of the Services. (a) Subject to the terms of the Agreement and subject to the performance by Customer of its responsibilities thereunder, Mediacom shall provide to Customer during the Service Term those Services described in the Agreement, and Mediacom's responsibilities are expressly limited to the provision of such Services.

(b) Mediacom's responsibility to provide the Services ends at the Demarcation Point. Customer will be responsible for all use and compatibility issues relating to the Services beyond the Demarcation Point.

(c) If Mediacom becomes aware that the Turn-Up Date will be delayed beyond the Estimated Availability Date, Mediacom shall notify Customer of the new Estimated Availability Date. The failure of the Turn-Up Date to occur by any Estimated Availability Date, or at all, shall not be a breach of the Agreement. If, for any reason other than the acts or omissions of Customer, the Turn-Up Date does not occur within one hundred (100) days after the latest established Estimated Availability Date, Customer's sole right and remedy shall be to terminate the Agreement by written notice to Mediacom given not later than five (5) business days after the expiration of such one hundred (100) day period, upon receipt of which notice Mediacom will refund the Installation Fee to Customer.

(d) In providing and performing the Services, Mediacom shall use commercially reasonable efforts to observe the normal standards of performance within the telecommunications industry in the relevant market.

2. Fees and Charges. (a) All Fees will be billed via invoice and payment of such Fees will be due in advance, prior to the provision of the applicable Services. Customer agrees to pay Mediacom all Fees by the due date specified in the applicable invoice, without offset or reduction. In addition, Customer promises to pay, or reimburse Mediacom for its payment of, any applicable federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or pass-throughs from time to time levied upon or in connection with the Services or otherwise related to the performance of the Agreement, any and all of which may be added to invoices rendered under the Agreement.

(b) During any Successive Term, the Fees are subject to adjustment and increase, at the sole discretion of Mediacom, upon thirty (30) days prior written notice to Customer.

(c) In the event that Customer fails to pay any Fees invoiced by Mediacom (i) within thirty (30) days following the due date specified in the applicable invoice, such unpaid Fees shall bear interest at an amount equal to the lesser of (x) 6% per annum and (y) the maximum amount permitted by law, and (ii) within sixty (60) days following the due date specified in the applicable invoice, Mediacom shall have the right to suspend performance of the Services. Mediacom will use reasonable efforts to provide Customer with notice of its intent to suspend the Services, provided, however, no failure of Mediacom to provide such notice will be deemed a bar to suspension or a breach of the Agreement by Mediacom. Customer shall also reimburse Mediacom for all expenses (including reasonable attorney's fees) incurred by Mediacom in collecting past due amounts.

3. Tariffed Services. Provision of the Services may be subject to tariffs filed with certain state regulatory agencies having jurisdiction over the Services or the Federal Communications Commission ("**Tariffed Services**"). Tariffed Services shall be provided in accordance with the provisions of any applicable tariff, which provisions are incorporated herein by reference. In the event that the Fees, rates, terms and conditions set forth in the Agreement applicable to any Tariffed Service conflict at any time with those set forth in the applicable tariff, the rates, terms and conditions of the applicable tariff shall control. Mediacom shall notify Customer in writing in a timely manner of the conversion, at Mediacom's discretion and in Mediacom's sole judgment, of an untariffed Service to a Tariffed Service or of the modification of the terms of an applicable tariff.

4. Equipment; the Service Location. (a) Mediacom will be responsible for the installation of all equipment and materials required, in Mediacom's sole opinion, to provide the Services (collectively, the "**Equipment**"). Mediacom may modify, replace or remove any Equipment at any time during the Service Term. All Equipment will

remain the sole property of, and all title thereto will remain with, Mediacom.

(b) Customer agrees to provide adequate secured space in the Service Location for the Equipment and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty. Customer will insure that (i) non-Mediacom-supplied wiring, equipment and other items in the Service Location are adequate, compatible and safe for use with the Equipment, and (ii) the Equipment is not moved or tampered with by any person not authorized by Mediacom to do so. If any of the Equipment is destroyed, stolen or damaged in any way, Customer will pay Mediacom an amount equal to the value of the required repairs, if damaged, or the value of the applicable Equipment, if destroyed or stolen.

(c) Customer will provide Mediacom all necessary or desirable access at all reasonable times to the Service Location, and will provide reasonable access to the Service Location to allow Mediacom to remove the Equipment within sixty (60) days after termination of the Agreement.

(d) Customer will obtain all rights-of-entry, rights-of-way, easements, licenses, approvals, consents, authorizations, and permits necessary (i) to permit Mediacom access to the Service Location, (ii) to allow the provision of the Services and/or (iii) to allow installation of the Equipment and establishment of the Demarcation Point, in each case pursuant to reasonably satisfactory and acceptable arrangements with the Customer, or the agency, authority, entity or other person having control or jurisdiction over or owning, the applicable property (collectively, "**Permits**"), when such Permits (x) relate to property owned, leased or controlled by Customer or (y) are reasonably requested by Mediacom to be obtained by Customer ("**Requested Permits**"). With respect to Requested Permits, Customer acknowledges that (i) the applicable Mediacom request may come as a result of Customer's superior, or more appropriate, relationship with the entity potentially granting the Requested Permit and (ii) such requests are reasonable. Upon request by Mediacom, Customer will provide copies of all such Permits to Mediacom as soon as reasonably practicable. If the costs of construction, installation of Equipment or, when applicable, repair to or restoration of any property disturbed or damaged by such construction or installation are in excess of those customary and reasonable for similar work because of peculiar or unexpected site conditions or requirements of Customer or any controlling agency, authority or other person, Customer will reimburse Mediacom for such excess costs.

(e) Mediacom's representatives shall have the right to inspect the Service Location prior to the installation of the Equipment. From the date of execution of the Agreement until Mediacom retrieves all Equipment pursuant to Section 4(c), Customer shall provide Mediacom, upon request, with sufficient data to assist Mediacom in evaluating conditions at the Service Location (including the presence of hazardous materials). Customer is responsible for removing and disposing of hazardous materials, including asbestos, prior to the installation of the Equipment.

5. Customer Cooperation. Customer shall cooperate, and cause its agents, representatives, contractors, suppliers, landlords and licensors to cooperate, expeditiously and in good faith with Mediacom to enable the Services to be provided, the Equipment be installed and the Demarcation Point be established without delay.

6. Termination. (a) Either party may terminate the Agreement upon thirty (30) days written notice to the other party if such other party materially breaches or violates any term or provision of the Agreement.

(b) In addition to its termination rights under any other provision of the Agreement, Mediacom may immediately terminate the Agreement without any liability if:

(i) all or any significant portion of the Mediacom Network is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain,

(ii) Mediacom determines in good faith that Customer's use of the Services is interfering unreasonably with the operation of the Mediacom Network.

(iii) Mediacom determines in good faith that the condition of the Service Location or the Termination Location has become unsecure, hazardous or otherwise unsuitable for storage of the Equipment or provision of the Services;

(iv) Mediacom sells, disposes of, or otherwise transfers, in one or a series of transactions, substantially all the assets used to provide the Services to Customer, or

(v) Mediacom determines that the capacity or connectivity on the Mediacom Network provided for in the Agreement is, or is likely to become, needed for another purpose or detrimental to the provision of services provided to other Mediacom customers by any Mediacom system or network.

(c) At any time when Mediacom is entitled to terminate the Agreement under Section 6(b), then Mediacom may, at its sole discretion and without prior notice, suspend the provision of any and/or all Services without liability on the part of Mediacom or any requirement to allow any credit for an **Unscheduled Interruption** and without prejudice to Mediacom's discretion to subsequently exercise the applicable termination right.

(d) Mediacom will use commercially reasonable efforts to provide Customer with notice of any such termination or suspension within a reasonable amount of time, provided however that the timing of such notice will not affect the timing of such termination.

7. Effects of Termination. (a) Upon the termination of the Agreement, all rights and obligations of each party under the Agreement (including Mediacom's obligation to provide any Services) shall immediately cease, except that:

(i) any rights or remedies arising out of a breach or violation of any terms of the Agreement, whether known or unknown, shall survive any expiration or termination of the Agreement for the applicable statute of limitations period or, if shorter, the period specified herein, subject to any applicable limitation or exclusion or rights or remedies or liability contained in the Agreement;

(ii) the provisions of the Agreement which state that they survive or which, by their nature, reasonably would be expected to be intended to survive expiration or termination (including any provisions relating to payment of Fees, disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely; and

(iii) Consistent, where applicable, with paragraph(s) (b) and (c) below, Mediacom may immediately invoice Customer for all accrued and/or unaccrued Fees, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

(b) **Pre-Start Date Early Termination Liability.** In the event that Customer terminates a Service at any time after the Effective Date and prior to the Start Date, Customer shall pay Mediacom on demand the cost of any documented third party-imposed termination liability incurred as a result of such termination, as well as any documented construction expenses or installation charges incurred by Mediacom prior to such termination.

(c) **Post-Start Date Early Termination Liability.** Except as otherwise set forth on a Service Annex, in the event that Customer terminates a Service on or after the Start Date but before the end of the applicable Service Term, Customer shall pay to Mediacom on demand, as liquidated damages and not as a penalty, an early termination charge equal to the sum of (i) the full amount of all undisputed past due charges and interest thereon, if any, and (ii) the product of 75% of the combined Monthly Recurring Charges for the Services multiplied by the number of months remaining in the Service Term.

8. Service Interruptions. (a) Mediacom will use commercially reasonable efforts in keeping with industry standards to ensure that the Services are available to Customer twenty-four (24) hours a day, seven (7) days a week. Customer acknowledges and agrees, however, that availability of the Services may be interrupted from time to time, including during periods of routine maintenance of the Mediacom Network or the Equipment (each such interruption, a "**Scheduled Interruption**"), and that no Scheduled Interruption, regardless of cause or reason, shall constitute a breach of the Agreement or a failure by Mediacom to perform its obligations under the Agreement or result in any right or remedy on the part of Customer other than the right to receive credits as provided in this

Customer with advance notice of any known or anticipated Scheduled Interruption.

(b) In the event of a complete loss of the Services which (i) is not a Scheduled Interruption, (ii) lasts more than four (4) consecutive hours, (iii) is not caused by Customer or any third party not under the control of Mediacom, (iv) does not occur as result of equipment or connections that Mediacom does not provide, (v) is not the result of a fiber cut or a Force Majeure Event (as defined below) and (v) is reported to Mediacom within twenty four (24) hours after the commencement of such interruption (each such interruption, an "**Unscheduled Interruption**"), Customer will be entitled, for each Unscheduled Interruption, to request a billing credit, to be applied to the next monthly invoice issued to Customer, equal to the applicable pro-rata portion of the Monthly Service Fee affected by the Unscheduled Interruption, as calculated by Mediacom, against the following month's Monthly Service Fees (each credit, a "**Service Credit**"). No Service Credit or other credit will be provided for any scheduled interruption. Service Credits shall be customer's sole and exclusive right and remedy for Mediacom's failure to provide the Services.

(c) Service credits for Unscheduled Interruptions shall be calculated as follows: the Monthly Service Fee divided by 30 days (average days in one month) equals the average daily rate, which is then divided by 24 hours in one day to arrive at the Average Service Hour Rate.

(d) Mediacom shall monitor the Services twenty-four (24) hours a day, seven (7) days a week. Mediacom shall provide Customer with a toll-free telephone number the Customer may call to report Unscheduled Interruptions. If necessary, in Mediacom's sole opinion, Mediacom will conduct an on-site investigation of the Equipment, Service Location, Termination Location or any Service Interruption and will use commercially reasonable efforts to remedy any disruption in the Services.

9. Conditions to Mediacom's Obligations. Any obligation of Mediacom under the Agreement, including any obligation to provide any Service, is subject to:

(i) the due and punctual performance and satisfaction by Customer of each of its covenants, agreements, obligations, commitments and responsibilities; and

(ii) the receipt and continuation in effect throughout the Service Term of all Permits.

In the event any Permit is not granted or is not continued during the Term, the parties shall negotiate promptly and in good faith such revisions to the Agreement as may reasonably be required to obtain such Permit, but if they are unable to agree within sixty (60) days after such negotiations begin, either party may terminate the Agreement by written notice to the other. In the event of any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action that makes the performance of the Agreement illegal, requires any additional Permit or otherwise materially affects either party's performance or significantly increases its costs of performance, either party may, by providing written notice to the other party, require that the affected provisions of the Agreement be renegotiated in good faith, but if the parties are unable to agree within sixty (60) days after such negotiations begin, the affected party may terminate the Agreement by written notice to the other party.

10. Disclaimer of Warranties. The Services are provided at the Customer's sole risk on an "as is" and "as available" basis, with no guarantee concerning performance or any other aspect of the Services. Mediacom has not made, and in rendering Services, neither Mediacom nor any of its affiliates or subcontractors shall be deemed to make, any representation or warranty of any nature whatsoever, whether express, implied, statutory or other, and Mediacom expressly disclaims all such representations or warranties, including any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, that the Services will operate in an uninterrupted fashion, that any communication, data or file sent by or sought to be accessed by Customer or any user will be transmitted or received successfully, at any particular speed, within any period of time, without interruption or in uncorrupted form, or resulting from course of dealing or course of performance. Specifically, Mediacom makes no representation that the Services will be compatible with any of Customer's networks, systems, facilities or equipment. No oral or written specification, advice, service description, quality characterization or other information or statement given or made outside of the Agreement by Mediacom or any of its affiliates, employees, agents, subcontractors, licensors or suppliers shall create a representation

or warranty or expand or otherwise affect the express warranties, if any, set forth herein.

11. Bandwidth. Mediacom will use commercially reasonable efforts, and reasonably expects, to provide the Services at the bandwidth noted in the Agreement. Customer acknowledges that upon connection to the internet, actual performance speed is dependent upon a number of factors, some of which are out of the control of Mediacom. Mediacom is not responsible for the effect of such factors on actual performance speed.

12. Limitations on Liability. (a) Customer acknowledges and agrees that all obligations and liabilities of Mediacom pursuant to or arising out of the Agreement, including the Services, are solely obligations of Mediacom as a limited liability company.

(b) Customer covenants and agrees that Mediacom, each of Mediacom's affiliates, contractors, subcontractor, licensors and suppliers, each partner, stockholder, member director, officer, employee, agent or representative of any of the foregoing and each successor and assignee of any of the foregoing (the "**Mediacom Parties**") shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to Customer or any other person for any damages, losses, liabilities, fines, penalties, settlement payments, indemnification and contribution payments, costs and expenses, including attorneys' fees and disbursements and costs and expenses of investigation, defense and settlement of any claim or appeal of decisions or judgments rendered therein or with respect thereto ("**Losses**") arising out of or in connection with the Agreement, except for such liability for such Losses directly caused by Mediacom's gross negligence or willful misconduct, which liability will be subject to the limitations set forth herein.

(c) Customer agrees that none of the Mediacom Parties shall be liable to Customer, or any other person for any indirect, incidental, consequential, reliance, special, exemplary or punitive damages or for any other damages (however denominated) for or based on or measured by harm to business, lost revenues, lost savings, loss of or on any investment, lost profits, loss of opportunity, loss of use, loss of data, loss of goodwill, costs of replacement goods or services, property damage, losses or liabilities that are a consequence of destruction or alteration of data, introduction of viruses, hacking, cracking or breaches of security, claims of users or other indirect or consequential loss, harm or damages arising out of or in connection with the Agreement.

(d) The aggregate liability of all Mediacom Parties with respect to the subject matter of the Agreement shall not exceed an amount equal to twice the Monthly Service Fee.

(e) Customer agrees that regardless of any statute or other law to the contrary, Customer must file any claim or cause of action arising out of or related to the Agreement or the Services (except with respect to billing disputes which are subject to the shorter time limitation set forth elsewhere in the Agreement) within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred. Except as otherwise stated in the Agreement, any claim of any nature against Mediacom shall be deemed conclusively to have been waived unless presented in writing to Mediacom within thirty (30) days after the date of the occurrence that gave rise to the claim.

(f) Each of the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement shall independently apply regardless of (i) the form of action (including any action in contract or based on warranty, negligence, tort, strict liability or statute), (ii) any claim or finding that any breach of or default under the Agreement was total or fundamental, (iii) the type of damages, (iv) any claim or finding with respect to the adequacy, failure, purpose or sufficiency of any remedy provided for under the Agreement and (v) whether a person was informed or aware of, or otherwise could have anticipated the possibility of, such damages or liability.

(g) Customer understands and irrevocably accepts the limitations on liability contained in this section, and Customer acknowledges and agrees that but for such provisions, Mediacom would not offer or provide the Services or would require Customer to pay additional Fees.

(h) Each of the foregoing limitations contained in this Section 12 will apply regardless of form of action, any claim that breach of this Agreement or Mediacom's obligations was total or fundamental, the type of damages or any finding with respect to the adequacy, sufficiency or nature of the remedies contained herein, (ii) will apply to the maximum extent permitted

by law and (iii) will survive the unenforceability of any other provision contained herein purporting to exclude or limit damages or liability.

13. Indemnification. Customer agrees to indemnify, defend and hold harmless Mediacom from and against all Losses incurred by or awarded against Mediacom arising out of or in connection with (i) any breach by Customer of the terms of the Agreement or Customer's obligations, covenants, representations or warranties contained therein, (ii) the operation or conduct of Customer's business or (iii) Customer's use of the Services, in each case except as such Losses were caused by the gross negligence or willful misconduct of Mediacom. Customer's indemnification obligations will survive the expiration or termination of the Agreement.

14. Jurisdictional Nature of Services. (Only applicable to **Transparent LAN Services**) Mediacom and Customer agree and acknowledge that the Services are jurisdictionally intrastate in nature. Accordingly, Customer represents and warrants that less than ten percent (10%) of any communications traffic delivered over the Services will at all times throughout the Service Term be interstate traffic.

15. Customer Use. Customer agrees not to resell or redistribute access to any of the Services or Equipment, or any part thereof, in any manner without the express prior written consent of Mediacom. Except with respect to actions taken for the limited purpose of accessing and using the Services, Customer agrees not to interfere with the use or operation of the Equipment or the Mediacom Network in any way.

16. Waivers. (a) To the fullest extent permitted by applicable law, Customer waives the application of all existing and future laws or provisions of any state constitution that otherwise would limit the enforceability or efficacy of (i) the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement or (ii) Customer's indemnification obligations. If any of the disclaimers, exclusions or limitations or exclusions contained herein may not be enforced under applicable law of provisions of any state constitution, even though the express provisions hereof provide for it and the parties intend for it to be enforced, then in such jurisdiction the liability of the Mediacom Parties collectively and individually for any and all causes of action and claims shall be limited, on an aggregate and cumulative basis, to the smallest amount permitted by applicable law.

(b) The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim, or cross-claim against the other arising out of or connected in any way to the Agreement, because the parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

(c) If Customer is a government or governmental subdivision, agency or authority or is otherwise entitled to sovereign immunity, Customer hereby waives to fullest extent permitted by applicable law, any immunity that it may have against claims, actions, suits or proceedings that directly or indirectly arises out of or relates to the Agreement, whether based on contract, tort or any other theory. Customer acknowledges that such waiver has constituted a material inducement for Mediacom to enter into the Agreement.

17. Business Acceptable Use Policy (Only applicable to Dedicated Internet Services). At any time and at Mediacom's sole discretion, Mediacom may modify, delete or replace the BAUP, in part or in whole, and/or institute other policies and procedures relevant to the Service. Notice of such modifications, deletions or replacements, and such other policies and procedures, will be posted on Mediacom's website <http://www.mediacomtoday.com/baup> or, at Mediacom's discretion, via e-mail, postal mail or other permitted means of notification.

18. Force Majeure. Mediacom will not be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause, event or circumstance which is beyond our reasonable control, including without limitation acts of God, government restrictions or actions, war, terrorism, epidemics, insurrection, sabotage, adverse weather conditions or adverse labor conditions or actions. If any such event causes an increase in the time necessary for Mediacom's performance under the Agreement, Mediacom shall be entitled to an equitable extension of time for such performance equal to at least one (1) day for each day of delay resulting from such event.

19. Independent Contractors; No Agency or Intellectual Property Licenses.

The parties are independent contractors. Neither the Agreement nor any course of dealing creates or shall create any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party has or shall have the right, power or authority to act for or on behalf of or assume, create or incur any liability or any obligation of any kind, expressed or implied, binding upon the other party. Customer acknowledges that the Agreement is nonexclusive and that Mediacom may contract with others to provide services work of the same or similar type as provided to Customer under the Agreement. No license under patents or other intellectual property rights is granted by either party or shall be implied or arise by estoppel in connection with the subject matter of the Agreement.

20. Assignability. Customer may not assign or delegate the Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom, which will not be unreasonably withheld. Mediacom may freely assign the Agreement and may contract with subcontractors for the performance of any maintenance, repair or other services contemplated by the Agreement, including unaffiliated contractors. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns.

21. Severability. If any provision of the Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute therefore a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if such court shall not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected with respect to any other jurisdiction.

22. Governing Law. The Agreement shall be governed by the laws of the State in which the Service Location is located, without regard to or application of conflicts of law rules or principles.

23. Entire Agreement. The Agreement is the entire agreement between the parties pertaining to its subject matter, and all written or oral agreements, representations, warranties or covenants, if any, previously existing between the parties with respect to such subject matter are canceled. No course of dealing or practice shall be used to interpret, supplement or alter in any manner the express written terms of the Agreement.

24. No Third-Party Beneficiaries. No other person is a third-party beneficiary of the Agreement. Customer shall not be a third-party beneficiary of any contract, agreement or arrangement between Mediacom and any other party.

25. Amendments and Waivers; Counterparts. Any amendments of the Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right, or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. The Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. In addition to any other lawful means of execution or delivery, the Agreement may be executed by facsimile signatures and delivered by the exchange of signature pages by means of telecopier transmission.

26. Remedies Are Cumulative. Unless otherwise expressly stated in the Agreement, all remedies available under or with respect to the Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The exercise of any suspension or termination right granted a party in the Agreement shall not result in a breach of the Agreement by such party, and neither such exercise nor any consequence thereof (even if the exercising party was notified or otherwise aware that such consequence would or might result) shall give rise to any claim by or liability to the other party, whether in contract, tort or otherwise. The prevailing party in any litigation between the parties arising out of the Agreement shall be entitled to recover its legal expenses, including court costs and attorneys' fees.

27. Binding Agreement. Each party represents and warrants to the other that (i) such party has the authority to execute, deliver and carry out the terms of the Agreement, and (ii) the Agreement has been duly authorized,

executed and delivered by, and constitutes a legal, valid and binding agreement of, such party.

28. Notices. Any notice required or permitted to be given under the Agreement shall be deemed to be given delivered in writing personally to Customer or Mediacom, sent by overnight courier, or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given at such party's notice address set forth below such party's signature to the Agreement or any other address designated by such party upon at least ten (10) days' prior written notice to the other party.

29. Confidential and Proprietary Information. All information, in whatever form obtained by Customer from Mediacom and the terms of the Agreement shall be held in confidence by Customer and shall not be used by Customer for any purpose other than the performance of the Agreement. Customer's confidentiality obligations will survive for a period of five (5) years after termination.

30. Mediacom's Discretion. If any provision of the Agreement states that Mediacom "may" take or refrain from taking any action or that any action requires the consent, approval or agreement of Mediacom or otherwise gives Mediacom any right, option, election or discretion that is not expressly limited, then the decision as to whether, when and how to take or refrain from taking such action, give or withhold such consent or approval or exercise or refrain from exercising such right, option, election or discretion shall be within the sole and absolute discretion of Mediacom.

31. [INTENTIONALLY LEFT BLANK]

Service Annex**Dedicated Internet Access and Transparent LAN Service**

This Service Annex contains the Service Level Agreement Schedule, Service Description and Pricing, Location, and Contact information.

1. SERVICE LEVEL AGREEMENT SCHEDULE, ETHERNET AND TDM SERVICE.

1.1 Applicability. This Service Level Agreement Schedule ("Schedule") applies only to the Services and incorporates the terms of DEDICATED INTERNET ACCESS (DIA) and TRANSPARENT LAN SERVICE AGREEMENT under which Mediacom provides Services to Customer and which incorporates this Service Annex (the "Agreement"). All Service Levels in this Schedule are applicable only to the portion of the Customer provided services that are delivered on Mediacom's network. Also, due to factors beyond Mediacom's control, Mediacom cannot warrant Internet services once they leave Mediacom's network. All capitalized terms used herein and not otherwise defined shall have their meaning given to such term in the Agreement.

1.2 Service Level Agreement. Subject to: (i) Customer's performance of its obligations under the Agreement and (ii) any Force Majeure Event, Mediacom shall provide Service in accordance with the following service levels:

- (a) Network Availability. Network Availability is a measurement of the average percent of total time that Ethernet and TDM Service is operative when averaged over a thirty (30) day month (720 hour) period. Ethernet and TDM Service is inoperative when the virtual circuit ("VC") or port connection ("Port") status becomes "inactive" and unable to pass traffic due to a fault within Mediacom's network. Network Availability for Service will be 99.9% for all services on the network.
- (b) Mean Time to Restore ("MTTR"). MTTR shall be the average time required to restore Service and resume availability in a one-month (720 hour) period. The time is measured from the moment of an Unscheduled Interruption until (i) restoration of the first fiber on which our services rely on a cable cut or (ii) equipment is repaired and Ethernet and TDM Service is available. Mediacom will make every effort to repair network equipment within two (2) hours. For cable cuts, Mediacom shall make every effort to restore the first fiber within four (4) hours.
- (c) Latency. Latency is measured as the one-way trip time; averaged over a one-month (720 hour) period, required for a data packet (100 bytes) to travel between the two end locations of the loop. Latency for Mediacom's network shall be a maximum of fifty (50) milliseconds.
- (d) Packet Loss. Packet loss for the Service will not exceed .1% of the total packets transferred during any thirty (30) day month (720 hour) period.

1.3 Service Level Objectives. Although Service Credits are provided as set forth below, Mediacom's objective is to provide Service that meets the following objective. Other than as set forth in Section 4 hereof, Mediacom shall have no liability for its failure to achieve this objective.

- (a) Maintenance Guidelines. Mediacom shall take maintenance actions when one of the following conditions is identified on the Mediacom-provided Service: (i) Percent error free seconds ("EFS") specifications are deficient for three (3) consecutive twenty four (24) hour periods or are deficient by a factor of two (two times the % error seconds) in a single twenty four (24) hour period; (ii) unavailability for any reason: cause to be determined and corrective action taken; or (iii) should an out-of-tolerance condition persist in spite of such maintenance action, Mediacom shall escalate the condition to a management and/or engineering solution.
- (b) Monitoring; Notification. Mediacom shall monitor the Services twenty-four (24) hours a day, seven (7) days a week. Mediacom shall provide Customer with a toll-free telephone number the Customer may call to report problems and Unscheduled Interruptions. If necessary, Mediacom will conduct an on-site investigation of the equipment or any Service Location, Termination Location or Service Interruption and will use commercially reasonable efforts to remedy any disruption in the Services. Mediacom shall provide Customer with an escalation list.

1.4 Service Interruptions; Service Credit.

- (a) Scheduled Interruptions. Mediacom will use commercially reasonable efforts in keeping with industry standards to ensure that the Services are available to Customer twenty-four (24) hours a day, seven (7) days a week. Customer acknowledges and agrees, however, that availability of the Services may be interrupted from time to time, including during periods of routine maintenance of the Mediacom Network or the Equipment (each such interruption, a "Scheduled Interruption"), and that no Scheduled Interruption, regardless of cause or reason, shall constitute a breach of the Agreement or a failure by Mediacom to perform its obligations under the Agreement or result in any right or remedy on the part of Customer other than the right to receive credits as provided in this Section 4. Mediacom will use commercially reasonable efforts to provide Customer with at least 48 hours advance notice of any known or anticipated Scheduled Interruption. It may be necessary for Mediacom to perform emergency mandated maintenance. In such event, Mediacom shall be permitted to perform emergency maintenance with a shorter Customer notification interval than Scheduled Interruptions.
- (b) Unscheduled Interruptions; Service Credits. In the event of a complete loss of the Services which (i) is not a Scheduled Interruption, (ii) lasts more than four (4) consecutive hours, (iii) is not caused by Customer or any third party not under the control of Mediacom, (iv) does not occur as result of equipment or connections that Mediacom does not provide, (v) is not the result of a fiber cut or Force Majeure Event and (vi) is reported to Mediacom within twenty four (24) hours after the commencement of such interruption (each such interruption, an "Unscheduled Interruption"), Customer will be entitled, for each Unscheduled Interruption, to request a billing credit, to be applied to the next monthly invoice issued to Customer, equal to the applicable pro-rata portion of the Monthly Service Fee affected by the Unscheduled Interruption, as calculated by Mediacom in the Agreement, against the following month's Monthly Service Fees (each credit, a "Service Credit"). No Service Credit or other credit will be provided for any Scheduled Interruption. Service Credits shall be customer's sole and exclusive right and remedy for Mediacom's failure to provide the Services.
- (c) Maximum Service Credits. In no event will any Service Credit issued to Customer for a single calendar month exceed Customer's Monthly Service Fees for Services for Service at the affected Service Location.
- (d) Chronic Interruptions. If Customer experiences a Chronic Interruption (as defined below), Mediacom will immediately institute a corrective plan. If the Customer continues to experience Unscheduled Interruptions within 60 days after the plan has been implemented, then the Customer may terminate the Service, which termination right is the sole right and remedy of Customer, and all other affected persons. A "Chronic Interruption" occurs if there are two separate Unscheduled

Interruptions beyond Mediacom's reasonable control within a consecutive 30 day period or an Unscheduled Interruption that lasts longer than 72 consecutive hours.

2. SERVICE DESCRIPTION AND PRICING:

Initial Service Term:	60 months					
Product Description	Quantity or TLS Bandwidth(Mbps)	Price Per Unit*	Total Monthly Rate	Non-Recurring Charge**	Location A	Location Z
Static IP (Qty 5)	1	\$0.00	\$0.00	\$0.00	,	,
250 Mbps Dedicated Internet	1	\$750.00	\$750.00	\$500.00	,	,
		Totals:	\$750.00	\$500.00		

*Rates do not include applicable taxes, regulatory fees, surcharges and the like

**Non-Recurring/Service Activation charges do not include outside plant requirements

**Non-Recurring charges do not include construction costs

The Installation Fee is payable upon Customer's execution of this Agreement. Monthly Service Fees (including any pro-rated amounts thereof), as may be adjusted pursuant to the General Terms, are payable upon receipt of, and pursuant to the terms of, the applicable invoice. Billing of Monthly Service Fee invoices will commence when Mediacom determines that it has established connectivity between the Mediacom Network and the Demarcation Point (the "Turn-Up Date**").

3. PRIMARY SERVICE LOCATION:

Location Name and address
Ford County Sheriff Department 235 N American St Paxton, IL 60957

4. CONTACTS AND BILLING INFORMATION:

Site Contact	Todd McNutt	todd@mcsot.com	2177841083
Technical Contact	Todd McNutt		2177814705
Primary Contact			
Billing Company Name:	Ford County Sheriff Department		
Billing Attention to:			
Billing Address:	235 N American St Paxton, IL 60957		
Billing Contact:			

Name(s) of Authorized Account Representatives for Customer: Cory Larsen clarsen@mediacomcc.com (309) 351-3930



Metro Service Order – Attachment B

CUSTOMER CONTACT INFORMATION

Customer Name: Ford County		
PO Number:	Requested Due Date:	
Ordering Contact Name/Title: Mark R. Doran/Sheriff		
Phone: 217-379-9401	Fax: 217-379-9409	
Email Address: mdoran@fcsheriff.com		
Billing Contact Name/Title: Amy Frederick/County Clerk		
Phone: 217-379-9401	Fax: 217-379-9409	
Email Address: clerk@fordcounty.illinois.gov		
Street Address: 200 W. State Street		
City: Paxton	State: IL	Zip: 60957

Local Contact Name:	
Phone: (office) (mobile)	Email:
IT Contact Name: Todd McNutt	
Phone: (office) 217.784.1083	Email: todd@mcsot.com
Outage Contact (or NOC) Name:	
Phone: (office) (mobile)	Email:
Connection Notice Contact Name:	
Phone (office) (mobile)	Email:

METRO INTERNAL

Customer Number:
Order Number:
Order Approved Sales:
Order Approved Finance:
Order Approved Operations:
FOC Date:
Billing Start Date:

CUSTOMER ORDER INFORMATION

INTERNET

QTY	Service Type	Location	Service Description	Term	MRC	NRC
1	DIA	235 N. American Street	Upgrade to 100x100 Mbps	60	\$595.00	\$0.00
Note: Charges do not include inside wiring, taxes or applicable regulatory fees, if any.					Total:	\$595.00 \$0.00

SERVICE DELIVERY INFORMATION

A Location			Z Location		
Street Address	Floor/Room	Location	Street Address	Floor/Room	Location
235 N. American Street		Jail			
City	State	Zip	City	State	Zip
Paxton	IL	60957			
Facility Owner:	Contact Name:		Facility Owner:	Contact Name:	
Ford County Government	Mark R. Doran				
Contact Email Address:	Contact Phone:		Contact Email Address:	Contact Phone:	
mdoran@fcsheriff.com	217-379-9470				

SPECIAL INSTRUCTIONS

Upgrade from 50M to 100M
Terminate VLAN service.

Terms & Conditions

Scope. This Service Order sets forth the terms and conditions for the purchase of telecommunication services ("Services") from MCC Network Services, LLC. ("Metro") an Illinois Limited Liability Company at 8 S. Washington Street, Suite 200, Sullivan, IL 61951. This Service Order is subject to the Master Service Agreement ("Agreement") between Customer and METRO, which the Customer acknowledges and agrees is hereby incorporated by the reference into this Service Order. Terms used in this Service Order but not otherwise defined shall have the same meanings ascribed to them in the Agreement. If outside plant construction is required for this Service Order, Customer acknowledges factors beyond the control of METRO may adversely impact the services pricing and/or delivery schedule, which does not constitute a default or failure to perform on delivery of the service as defined within this Service Order.

Term. The Initial Term of this Service Order is sixty(60) months (the "Term") and shall begin when Metro notifies Customer the Services are available via either a written or electronic notice ("Connection Notice"). Upon expiration of the Initial Term, this Service Order shall automatically renew for an additional twelve (12) month term ("Renewal Term") until terminated by either party upon ninety (90) days written notice.

Rates. The recurring charges shall be invoiced monthly. A pro-rated portion for the first month's service will be included on the first invoice. Non-recurring charges will be included on the invoice for applicable installation or service changes as directed by the Customer. Customer agrees to pay all non-recurring charges in the event this Agreement is cancelled prior to service commencing. On-net (delivered entirely on Metro's network) service components' recurring rates will remain the same for the duration of the Initial Term. Changes or cancellations to ordered services after due date communication to the Customer by Metro will result in additional non-recurring charges. Access services are contracted from the network meet-point between Metro and its third-party access vendor to the third-party access vendor's determined point of demarcation at Customer's premise. Any demarcation extensions required to complete service are the responsibility of the Customer.

Private Utilities. Metro cannot be held responsible for any damages to unmarked private utilities. If private utilities are not marked at all or are inaccurately marked and damage does occur and that damage is recognized at the time work is underway, the damage will be flagged and left exposed if practical and safe to do so, so that repairs can be made in an efficient manner. Damage will be reported to the Customer and the Customer is responsible for making repairs and all costs associated with them. The Customer will be responsible for the reimbursement of Metro for any expenses incurred by Metro to resolve problems requiring emergency or rapid response.

Additional Charges. Metro reserves the right to invoice Customer for consulting at one hundred dollars (\$100) per hour for those Customers requesting Metro's assistance with routing changes or for qualifying Customers exceeding the free three (3) hours per three (3) consecutive month period. Metro reserves the right to invoice customer a Dispatch Charge when a Metro representative is dispatched to a Customer's premise as a result of: 1) an outage not caused by the Metro network; 2) an outage not caused by the failure of Metro Provided Equipment; or 3) Customer's disallowance to access any Metro Provided Equipment.

Credit. Delivery of Services requested is pursuant to credit approval. Customer may arrange with Metro a cash deposit. Terms of such deposit shall be mutually agreed upon and entered into upon written acceptance.

Early Termination. If Services are terminated prior to the expiration of the Initial Term for any reason, then Customer agrees to pay Metro an early termination charge equal to: 1) 100% of all recurring charges committed to through the remainder of the Initial Term for all unexpired months of service; 2) any non-recurring fees Metro experiences from other Suppliers in accordance with canceling Customer's service; 3) any outstanding invoices still owed. Such payment shall be due within thirty (30) days of service cancellation.

Assignment. This Service Order shall not be assigned by the Customer without the prior written consent of Metro. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the successors and assigns of the parties to this Agreement.

Entire Agreement. This Service Order, and the Agreement to which it refers, contains all the terms of the agreement between the parties with respect to this subject matter and may be amended only by a writing signed by all the parties to this Agreement. A facsimile or scanned copy of this document and the signatures hereon are deemed to be originals by both parties hereto.

Severability. The unenforceability of any provision of this Service Order or the Agreement shall not affect the enforceability of the remaining provisions of this Service Order or the Agreement.

Regulatory Requirements. If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law, or order which has the effect of changing or superseding any material term or provision of this Service Order or the Agreement, including rates, surcharges, or taxes, then such Service Order or Agreement shall be deemed modified in such a way as is consistent with the form, intent or purpose of the ruling.

☐ Please check this box if your organization gives consent to Metro Communications Co. to be used as a reference of services.

DocuSigned by:

Craig Bertram

11/28/2022

EC872338AD534A5

Customer Signature Date

Metro Representative Date

Printed Name

Craig Bertram
Printed Name

Title

Account Manager
Title

Whereas, 55 IL CS 5/5-1049.2 authorizes a county board to lease real estate for any term not exceeding 99 years when, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the county by the passage of an ordinance passed by 3/4 of the county board members then holding office at any regular meeting; and

Whereas, 55 ILCS 5/5-1049.2 states the county board may authorize any county officer to make leases for terms not exceeding 2 years by the passage of an ordinance passed by 3/4 of the county board members then holding office at any regular meeting; and

Whereas, the Illinois General Assembly has declared that it is the policy of the state to conserve and protect and encourage the development and improvement of its agricultural land for the production of food and other agricultural products (740 ILCS 70/1); and

Whereas, appropriate agricultural practices provide public benefits including, but not limited to, preventing soil erosion, protecting public waterway, assisting in the control of noxious weeds, providing appropriate habitat for wildlife, contributing to the production of food and other commodities, and in rural areas, like Ford County, serving as one of the primary engines of the local economy; and

Whereas, Ford County owns three parcels of real estate that have historically been used in agriculture (collectively "County Farms"); and

Whereas, the Ford County Board declares that allowing the County Farms to sit idle is contrary to the listed public benefits, is not profitable to the county nor its citizens, and is not in the best interest of the county;

NOW THEREFORE BE IT ORDAINED by the Ford County Board that:

1. the individual tracts collectively known as the County Farms shall be leased for a period of one year to the highest responsible bidder or bidders following a public auction to be scheduled by the Ford County Overview Committee.
2. the Chairman of the Ford County Board and/or the Chairman of the Ford County Overview Committee is authorized to signed the individual leases on behalf of the Ford County Board provided that said leases are generally subject to the terms of the proposed lease attached hereto as Exhibit A.

Illinois Fixed Cash Farm Lease (Short Form for One Year)

To use this lease form: Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out or delete any provisions that are not to become a part of the contract and add any additional provisions that are desired. This lease form is available on the farmdoc website at www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.pdf and www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.doc. A discussion of this form can be found On-Line at <http://farmdocdaily.illinois.edu/2014/11/discussion-of-fixed-cash-lease.html>. Additional leasing information can be found in the Management Section of the farmdoc Website (<http://www.farmdoc.illinois.edu/manage/>). Note: A lease creates and alters legal rights; thus, Landowners and Tenants should strongly consider discussing lease provisions with their respective legal advisors.

Date and names of parties. This lease, bearing the date of December 16, 2022, is between:

Lessor(s) (Insert Landowner's exact name): County of Ford, State of Illinois, a body politic and corporate,
whose mailing address is 200 W State St., Paxton, IL 60957.

and

Lessee(s) (Insert Tenant's exact name): _____,
whose mailing address is _____,
and whose Social Security Number or Employer Identification Number (if Tenant is an entity other than an individual) is _____.

The parties to this lease agree to the following lease for the land and length of tenure described in Section 1.

SECTION 1. DESCRIPTION OF RENTED LAND AND LENGTH OF TENURE

A. Description of Land. The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of Ford and the State of Illinois, and described as follows: _____

See Exhibit A attached hereto and incorporated herein by reference

commonly know as the _____ farm and consisting of approximately _____ acres, together with all buildings and improvements thereon belonging to the Lessor, except _____.

B. Length of tenure. The term of this lease shall be for the 2023 Crop Year, specifically from 12-16, 2022, to 11 - 30, 2023. Lessee shall surrender possession at the end of this term or of any extension. Extensions must be in writing and attached to, and refer to, this lease.

SECTION 2. FIXED CASH RENT

Fixed Cash Rent. Tenant agrees to pay Landowner an annual fixed cash rent in the following amount: \$ _____.

Cash Rent Installments. The cash rent shall be paid each year in the following amounts on the following dates (identify whether the amount is in Dollars (\$) or a percent (%) of the total):

25% on 12-16-22; 75% on 03-01-23; _____ on _____;

SECTION 3. INVESTMENT AND EXPENSES OF LESSOR-OWNER AND LESSEE-TENANT

A. The Lessor-Owner agrees to pay

(1) ~~Real Estate Taxes on the land and improvements and~~

(2) Reasonable costs of soil tests used to monitor the fertility and pH levels of the farmland.

B. The Lessee-Tenant agrees to furnish (1) All the machinery, equipment, labor, fuel, and power necessary to farm the premises, and

(2) All other annual inputs to the farming operation, including seed, pest and disease treatments, and fertilizers and limestone.

Farmdoc Form: CL-LF 14-1201. Form edited by D. L. Uchtman, Prof. Emeritus of Agricultural Law, and Gary Schnitkey, Prof. of Farm Management. The editors express appreciation to other colleagues at the University of Illinois and members of the Agricultural Law Section Council of the Illinois State Bar Association for their assistance with this form.

SECTION 4. LESSEE-TENANT'S DUTIES IN OPERATING FARM

A. The Lessee-Tenant agrees:

1. To cultivate the farm in a timely, thorough, and businesslike manner, including (a) Preventing, so far as reasonably possible, noxious weeds (defined by Illinois) and other weeds from going to seed and (b) Preventing unnecessary waste, loss, or damage.
2. To maintain the soil pH at 6.0 or higher (not to exceed a pH of 6.8) and to maintain soil fertility levels. Lessee-Tenant will apply limestone as appropriate to maintain this minimum pH level and will apply N, P, and K fertilizers at rates that, at a minimum, will replace the net N, P, and K expected to be used by the crops to be grown. (See Section 5, Clause A, for provisions regarding reimbursement of Lessee-Tenant for limestone.)
3. To implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state and federal agencies and other conservation compliance requirements of federal farm programs.
4. Insurance: For the term of the lease, Lessee-Tenant shall maintain insurance with a carrier acceptable to the Lessor-Owner, insuring Lessee-Tenant while performing on the premises hereunder for the following types and in stated minimum amounts:

Liability Insurance: \$ 1,000,000.00 per person/\$ 1,000,000.00 per occurrence

Property Damage: \$ 500,000.00 per occurrence

Workers Compensation: Full Statutory Limits, if applicable

5. To fulfill all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

B. The Lessee-Tenant further agrees, unless written consent of the Lessor-Owner is obtained:

1. Not to Assign this lease to any person or sublet any part of the premises herein leased nor to Permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, and
2. Not to burn or bury any materials on the farm nor store or dispose of chemicals or empty chemical containers on the property nor enter into any contract, or other business arrangement that alters rights in the Lessor-Owner's security interest, right of entry, default or possession.

C. Other Duties: Pay the 2022 payable 2023 real estate taxes on the land and improvements on or before the due dates;

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES

- ~~Owner Reimbursement to Tenant for Limestone. At the end of this lease term, if the Lessee-Tenant does not remain in possession of the farmland under a new lease or extension, Owner agrees to reimburse the Lessee-Tenant for Lessee-Tenant's "remaining cost" for each application of limestone within the past _____ lease years, this year included. The Lessee-Tenant's "remaining cost" for each application shall be calculated by depreciating the Lessee-Tenant's net cost of each application at the rate of _____% for each growing season that followed the application. After _____ growing seasons, there is no "remaining cost" to be reimbursed.~~
- Failure to Make Lease Payment.** Failure to make a lease payment by a due date described in Appendix A, or failure to make a payment required by a previous lease between the parties, is a "substantial breach" of this lease (See Section 6.A – Termination and Default).
- Data.** Lessee-Tenant shall provide to Lessor-Owner annually (1) All crop production data from this farm, including records substantiating this production, and (2) The product name, amount, date of application and location of application of all pesticides and fertilizers used on the farm. Invoices/Receipts must be specific to the farm unit identified in this lease.
- Hunting.** Lessor retains/ the hunting rights to the leased premises (Strike Out if Tennant is to have the hunting rights).
- Other Management Provisions:** Lessee-Tenant agrees to pay \$11.00 per acre per year for limestone for the acres in crop production on or before 3.1.23.

SECTION 6. DEFAULT, POSSESSION, ATTORNEY FEES, OTHER MATTERS

- A. **Termination upon default.** If either party fails to carry out substantially the terms of this lease, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 3 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.
- B. **Yielding possession.** The Lessee-Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor-Owner without further demand or notice, in as good order and condition as when they were entered upon by the Lessee-Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee-Tenant fails to yield possession, the Lessee-Tenant shall pay to the Lessor-Owner a penalty of \$ **500.00** per day for each day he/she remains in possession thereafter, in addition to any damages caused by the Lessee-Tenant to the Lessor-Owner's land or improvements. These payments shall not entitle the Lessee-Tenant to any interest of any kind in or on the premises.
- C. **Attorney Fees.** All costs and attorney fees of the Lessor-Owner in enforcing collection or performance shall be added to the obligations payable by the Lessee-Tenant.
- D. **Lessor-Owner's right of entry.** The Lessor-Owner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, work or make repairs or improvements thereon, hunt or shoot firearms, take soil tests, develop mineral resources, and, if the lease term has not been extended and following severance of crops, to conduct fall tillage, make seedings, glean corn, apply fertilizers, and perform any other operation necessary to good farming by the succeeding Lessee-Tenant.
- E. **Lessor-Owner liability.** The Lessee-Tenant acknowledges the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on improvements.

SECTION 7. ADDITIONAL LEASE PROVISIONS

See Exhibit B attached hereto and incorporated herein by reference

Signatures of parties to lease:

_____	<i>Landowner</i>	_____	<i>Date</i>
_____	<i>Landowner</i>	_____	<i>Date</i>
By _____	<i>Agent</i>	_____	<i>Date</i>
_____	<i>Tenant</i>	_____	<i>Date</i>
_____	<i>Tenant</i>	_____	<i>Date</i>

Amendments and Extensions to the Lease

(To be completed manually/cannot be completed on-line)

Amendments, alterations, and extensions to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.

A. Improvements made by the Tenant at the Tenant's own expense. When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, tiling, grain storage, bathrooms, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease or any extensions of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above, and any extensions of the lease, and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss. Note: Permanent improvements made by a tenant with an understanding that the owner will reimburse the Tenant if the Tenant leaves the property before the improvement has been fully depreciated is a complicating feature in a lease; both parties should strongly consider discussing such an arrangement with his or her respective attorney before agreeing to such an arrangement.

Description & location of improvement	Tenant's net cost	Annual rate of depreciation (%)	Date depreciation begins	Signatures and Date Signed
1.				Lessor:
				Tenant:
2.				Lessor:
				Tenant:
3.				Lessor:
				Tenant:

B. Other amendments: To be dated, signed and attached to both Landowner's and Tenant's copies of lease (legal counsel may be helpful).

C. Lease Extensions (you can affirm the original Cash Rent, or modify the Cash Rent, in each 1 Year Extension)

Lease Extension # 1	Lease Extension # 2	Lease Extension # 3
This lease, originally dated _____, 20____, shall be extended ... From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed (insert date): _____, 20____ <div style="text-align: right;"> _____ Lessor _____ Tenant </div>	This lease, originally dated _____, 20____, shall be extended ... From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed (insert date): _____, 20____ <div style="text-align: right;"> _____ Lessor _____ Tenant </div>	This lease, originally dated _____, 20____, shall be extended ... From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed: _____, 20____ <div style="text-align: right;"> _____ Lessor _____ Tenant </div>

Lease Extension # 4	Lease Extension # 5	Lease Extension # 6
This lease, originally dated _____, 20____, shall be extended ... From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed (insert date): _____, 20____ <div style="text-align: right;"> _____ Lessor _____ Tenant </div>	This lease, originally dated _____, 20____, shall be extended ... From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed (insert date): _____, 20____ <div style="text-align: right;"> _____ Lessor _____ Tenant </div>	This lease, originally dated _____, 20____, shall be extended ... From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed: _____, 20____ <div style="text-align: right;"> _____ Lessor _____ Tenant </div>

EXHIBIT A

Legal Description of Tract

EXHIBIT B

Lessee-Tenant's Duties in Operating Farm: The Lessee-Tenant further agrees to perform and carry out the stipulations below:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
3. To haul and spread all manure on appropriate fields at times and in quantities consistent with Environmental Protection requirements.
4. The Lessee-Tenant agrees to apply no less than 250 pounds of phosphorus and potassium per acre per year for corn/bean rotation, or 250 pounds of phosphorus and 250 pounds of potassium per acre per year for corn/corn rotation, or 200 pounds of phosphorus and 200 pounds of potassium per acre per year for bean/bean rotation. Any other crop production rotation must be approved by the Lessor-Owner
5. To keep open ditches, tile drains, tile outlets, grass ways, and terraces in good repair.
6. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
7. To take proper care of all trees, vines, and shrubs, and to prevent injury to same.
8. To keep the farmstead neat and orderly.
9. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor-Owner.
10. To comply with pollution control and Environmental Protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil law standards mandated by local, state, and federal agencies.
11. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; To read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; And to comply with state pesticide training, licensing, storing, and usage.
12. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturers the recommendation for the soil types involved. The Lessee-Tenant agrees to provide to the Lessor-Owner, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides, fertilizers, and seed used on the farm.
13. No chemicals will be stored on the property for more than six months. When chemicals or petroleum products are stored on the farm, they will be only those planned to be used on the farm and they will be enclosed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.
14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify a current and future farm operators to participate in federal farm programs.

Late Payments: In addition to any other remedies provided in this lease, the Lessor-Owner may impose a 1.5% penalty for any late payments required

Landlord's Lien: the Lessor-Owner's lien provided by statute on crops grown or growing, together with any other security agreements created by the Lessee-Tenant in favor of landlord, shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. The Lessee-

Tenant shall provide the Lessor with the names of persons to whom the tenant intends to sell crops grown on these premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. Lessee-Tenant consents to any filing required by law to perfect the statutory landlord's lien upon crops. If the Lessee-Tenant fails to pay the rent due or fails to keep any of the agreements of this lease, all costs and attorneys fees of the Lessor-Owner in enforcing collection or performance shall be added to and become a part of the obligations payable by the Lessee-Tenant

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Ford County Board, in regular session, this _____ day of _____, 20____ does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Ford County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2022 and ending November 30, 2023, by hereby appropriating the sum of \$4,500.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

Passed and adopted by the County Board of Ford County, Illinois, this _____ day of _____, 20____.

Chairman _____

ATTEST: _____
County Clerk

RESOLUTION 23 -
(AMENDING RES 22 - 88)
HOLIDAY SCHEDULE FOR 2022 - 2023

BE IT HEREBY RESOLVED, that the County Board of Ford County adopt the following schedule for Holidays for the year beginning December 1, 2022 and ending November 30, 2023.

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

1	December 26	Christmas Day (Christmas Day Obsvd.)	Monday
<u>2023</u>			
2	January 2	New Year's Day (New Year's Day Obsvd.)	Monday
3	January 16	Martin Luther King Day	Monday
4	February 3 13	Lincoln's Birthday (Obsvd.)	Monday
5	February 20	President's Day	Monday
6	May 29	Memorial Day	Monday
7	June 19	Juneteenth	Monday
8	July 4	Independence Day	Tuesday
9	September 4	Labor Day	Monday
10	October 9	Columbus Day	Monday
11	November 10	Veteran's Day (Obsvd.)	Friday
12	November 23	Thanksgiving Day	Thursday
13	November 24	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.

DATED: December 21, 2022

Debbie Smith
Ford County Board Chairman

Attest:

Amy Frederick
Ford County Clerk & Recorder

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

FILED IN THE CIRCUIT COURT
OF FORD COUNTY ILLINOIS

NOV 29 2022

Karen Anderson
CLERK

IN RE THE MATTER OF)
SIBLEY DRAINAGE DISTRICT OF FORD COUNTY,) FORD #DD28
ILLINOIS)

APPOINTMENT

I, Debbie Smith, do hereby appoint MICHAEL BROWN, 360 E State Rte 165, Sibley, IL 61773, to the Office of Drainage Commissioner of Sibley Drainage District of Ford County, Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2025, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2022, the Ford County Board did, by vote of its members, approve the appointment of Michael Brown, 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, 2025, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2022.

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

ORDINANCE FOR CERTIFICATE OF TAX LEVY

23 -

STATE OF ILLINOIS)
COUNTY OF FORD)

WHEREAS, the Ford County Board caused to prepare a tentative Budget for the year of 2022 and the Fiscal Year of 2023, and the Clerk & Recorder has made the Budget available for public inspection for at least fifteen (15) days prior to final action thereof; and

WHEREAS, said Budget was duly and properly passed by said County Board on November 21, 2022; and

WHEREAS, a Truth & Taxation Hearing was held on December 12, 2022 at 6:30 P.M. in the Sheriff's Boardroom and as a result the county board will/will not levy for more than the allowed 105%; and

WHEREAS, as a result of the Truth & Taxation Hearing, the Ford County Board now desires to adopt and pass said 2023 Tax Levy which shall be adopted as the Certificate of Tax Levy for this County for said Fiscal Year.

BE IT RESOLVED THAT, the Certificate of Tax Levy for Ford County for the 2023 Fiscal Year is as follows and shall be adopted as the Certificate of Tax Levy for this County for said Fiscal Year:

AMOUNT OF LEVY

Corporate	\$	1,400,000.00
IMRF	\$	421,600.00
County Highway	\$	370,000.00
Bridge-Joint with Co	\$	185,000.00
Mental Health Facility	\$	208,500.00
Federal Aid Matching	\$	185,000.00
Public Health Dept.	\$	220,000.00
Tort Liab & Gen Ins	\$	516,000.00
Soc. Sec.	\$	496,000.00
Extension Education	\$	50,000.00
Lease/Purch/Rental	\$	525,854.00
Unemployment Ins	\$	15,000.00
Workers Compensation	\$	30,000.00

TOTAL LEVY AMOUNT

\$ 4,622,954.00

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **GENERAL CORPORATE FUND COUNTY TAX**, in the sum of One Million Four Hundred Thousand Dollars. **(\$1,400,000.00)**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, an **ILLINOIS MUNICIPAL RETIREMENT FUND TAX**, in the sum of Four Hundred Twenty-One Thousand-Six Hundred Dollars. **(\$421,600.00)**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **COUNTY HIGHWAY FUND TAX**, in the sum of Three Hundred Seventy Thousand Dollars. **(\$370,00.00)**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **COUNTY BRIDGE FUND TAX**, in the sum of One Hundred Eighty-Five Thousand Dollars. **(\$185,000.00).**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **COUNTY MENTAL HEALTH BOARD (708) FUND TAX**, in the sum of Two Hundred Eight Thousand Five Hundred Dollars. **(\$208,500.00)**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **MATCHING TAX FUND**, according to Chapter 121, Sec. 5-603 of the Illinois Revised Statutes, in the sum of One Hundred Eighty-Five Thousand Dollars. **(\$185,000.00).**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **PUBLIC HEALTH FUND TAX**, in the sum of Two Hundred Twenty Thousand Dollars. **(\$220,000.00)**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **TORT LIABILITY AND JUDGMENT FUND TAX**, in the sum of Five Hundred Sixteen Thousand Dollars. **(\$516,000.00)**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **SOCIAL SECURITY FUND TAX**, in the sum of Four Hundred Ninety-Six Thousand **(\$496,000.00)**.

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **COUNTY COOPERATIVE EXTENSION FUND TAX**, in the sum of Fifty Thousand Dollars. **(\$50,000.00)**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **FORD COUNTY PUBLIC BUILDING COMMISSION LEASE FUND TAX**, in the sum of Five Hundred-Twenty-Five Thousand Eight Hundred Fifty-Four Dollars. **(\$525,854.00)**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, an **UNEMPLOYMENT FUND TAX**, in the sum of Fifteen Thousand Dollars. **(\$15,000.00)**

BE IT RESOLVED that there be and there is hereby Levied and Ordered Extended by the County Clerk and collected for the **2023 Fiscal Year** upon the assessed valuation, upon all the property assessed in the County of Ford, State of Illinois, as equalized by the Board of Review and Department of Revenue, Springfield, Illinois, a **WORKMAN'S COMPENSATION FUND TAX**, in the sum of Thirty Thousand Dollars. (\$30,000.00)

The Total Ford County Tax Levy for the 2023 Fiscal Year is \$4,622,954.00.

2022 Tax Levy =	\$	4,223,679.00
2021 Tax Levy =	\$	3,795,111.00
2020 Tax Levy =	\$	3,614,862.00
2019 Tax Levy =	\$	3,499,252.00
2018 Tax Levy =	\$	3,369,992.00
2017 Tax Levy =	\$	3,334,928.00
2016 Tax Levy =	\$	3,283,387.00
2015 Tax Levy =	\$	3,178,048.00

Signed this 12th day of December, 2022.

Debbie Smith
Ford County Board Chairman

ATTEST:

Amy Frederick
Ford County Clerk & Recorder

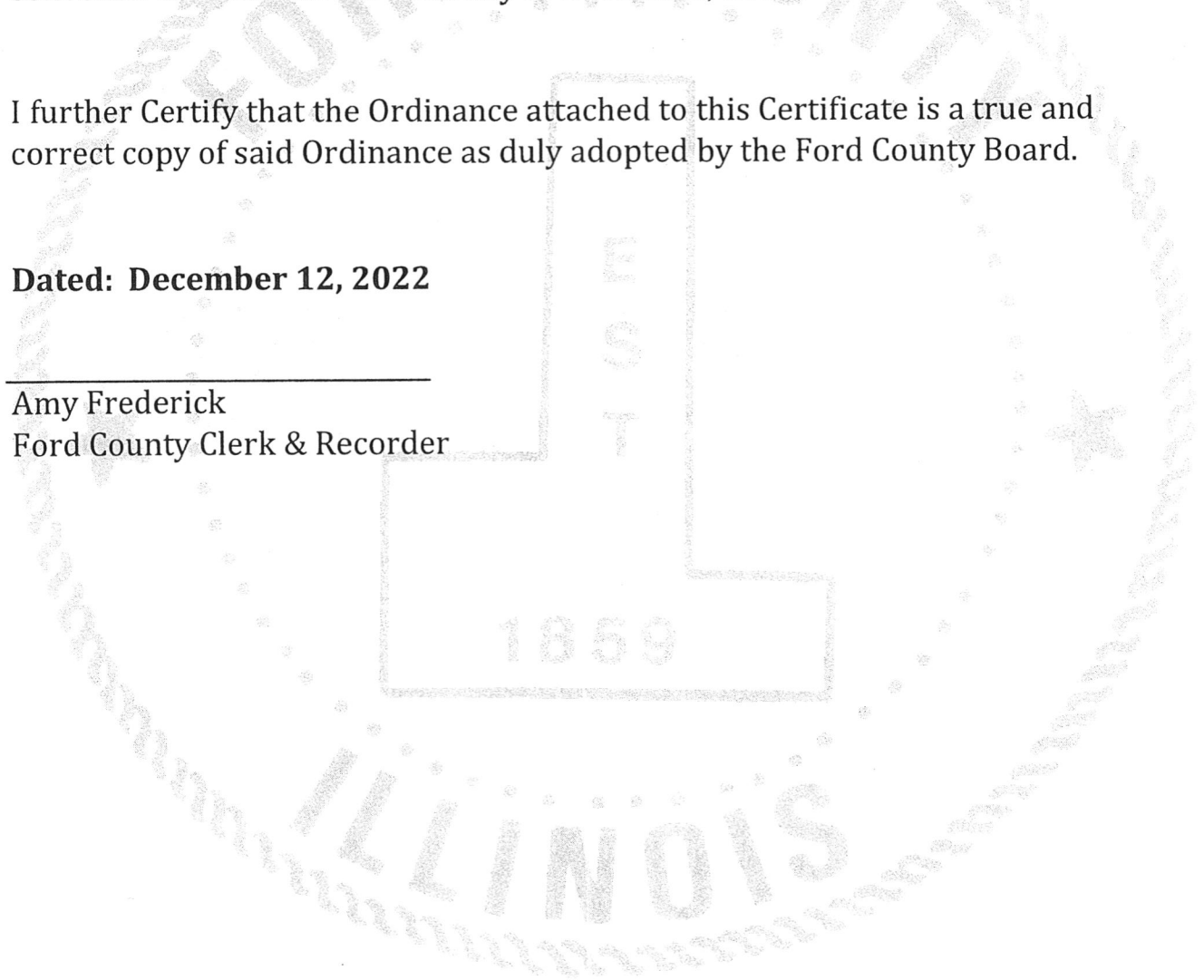
CERTIFICATION

I, Amy Frederick, the Clerk & Recorder of the County Government of the County of Ford, State of Illinois, do hereby certify that I am the keeper of its books and records and the foregoing is a true and correct copy of the **2023 Tax Levy Ordinance** duly adopted by its Ford County Board at a meeting duly convened and held on the 12th day of December, 2022.

I further Certify that the Ordinance attached to this Certificate is a true and correct copy of said Ordinance as duly adopted by the Ford County Board.

Dated: December 12, 2022

Amy Frederick
Ford County Clerk & Recorder



RESOLUTION 22-_____

A Resolution for:

Section No.: 18-00140-00-RS

Job No.: C-93-011-23

Project No.: X9PU (902)

WHEREAS, the County of Ford is proposing to resurface Elliott Road from IL Route 54 to 1200 North Road; and

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT) and signee; and

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Ford County Board:

Section 1: The County hereby appropriates \$ 10,000.00 or as much as may be needed to match the required funding to complete the proposed improvement from County Highway Fund.

Section 2: The County Engineer is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The County Clerk of Ford County is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 3 Bureau of Local Roads and Streets.

BE IT FURTHER RESOLVED that Ford County agrees to pass a supplemental resolution to provide any necessary funds for its share of this project if the amounts approved for the State Match Assistance are insufficient to cover said cost.

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 December 12, 2022.

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 12th day of December, 2022.

(SEAL)

Ford County Clerk



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
Ford County	Ford	18-00140-00-RS	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STR, COVID	N/A	N/A	N/A

Construction

State Job Number	Project Number
C-93-011-23	X9PU(902)

☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
1000 E Road / CH 4 (Elliott Road)	FAS 0339	1.7 mi.	0.00	1.70

Location Termini

1200 North Road to ILL 54

Current Jurisdiction	Existing Structure Number(s)	Add Location
Ford County	N/A	Remove

PROJECT DESCRIPTION

This project consists of cold milling the existing pavement, resurfacing with HMA surface course, placing aggregate shoulders and striping.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA**'s certification that:



- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
 17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice.



Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantee agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.



The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

DEBBIE SMITH

Title of Official

Signature

Date

The above signature certifies the agency's TIN number is

376000821 conducting business as a Governmental Entity.

DUNS Number 097313282

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsui Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number
Ford County	Ford	18-00140-00-RS	C-93-011-23

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount
Participating Construction	STR	\$242,400.00	80%	SMA	\$54,000.00	**	Local	
Participating Construction	COVID	\$127,797.17	*					
Total		\$370,197.17		Total		\$54,000.00	Total	

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*100% COVID funds NTE \$127,797.17 to used first

** Lump sum State Match Assist funds NTE \$54,000.00 to be used as match to the federal funds

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Fed costs will be used in the final division of cost for billing and reimbursement.

PEACH ORCHARD R8E

1500N

1500N

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1400N

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T24N

800E

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1000E

1100E

1200E

ELLIOTT ROAD

FAS 339, CH 4, 1000E

IL RT 54 to 1200N

Sec 18-00140-00-RS

MELVIN

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ROAD MILEAGE 38.27

2-99
6-98



District	County	Resolution Number	Resolution Type	Section Number
3	Ford	23-	Original	23-00000-00-GM

BE IT RESOLVED, by the Board of the County of
Governing Body Type Local Public Agency Type
Ford Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
Eight Hundred and Fifty Thousand Dollars (\$850,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/23 to 12/31/23
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Ford
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I Amy Frederick County Clerk in and for said County
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Ford in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Ford at a meeting held on 12/12/22
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12 day of December, 2022
Day Month, Year

(SEAL)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation



Resolution Appropriating Funds for the Payment of the County Engineer's Salary



Does the County participate in the County Engineer's Salary Reimbursement Program? ☒ Yes ☐ No

Resolution No 23-

Section No 23-00000-00-CS

STP Section No

WHEREAS, the County Board of Ford County has adopted a resolution establishing the salary of the County Engineer to be NOT LESS THAN 100% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage

WHEREAS, the County Board of Ford County has entered into an agreement with the Illinois Department of

Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Ford County Board that there is hereby appropriated the sum of

One Hundred Thirty One Thousand Forty Dollars (\$131,040.00) from the County's

Motor Fuel Tax funds for the purpose of paying the County Engineer's salary from 01/01/23 to 12/31/23 and, Fund beginning date ending date

BE IT FURTHER RESOLVED, that the Ford County Board hereby authorizes the Department of Transportation, State of County

Illinois to transfer Sixty Five Thousand Five Hundred Twenty Dollars

(\$65,520.00) of Federal Surface Transportation Program funds allocated to Ford County to the Department of Transportation in return for an equal amount of State funds; and County

BE IT FURTHER RESOLVED, by the Ford County Board that there is hereby appropriated the sum of County

Dollars (\$0.00) from the County's

Motor Fuel Tax funds for the purpose of paying the County Engineer's expenses from 01/01/23 to 12/31/23 Fund beginning date ending date

I Amy Frederick County Clerk in and for said County of Ford in the State of Illinois, and Name of Clerk County

keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Ford at a meeting held on 12/12/22 County date

I certify that the correct TIN/FEIN number for Ford County is 37-6000821 Legal Status: Governmental. County TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12th day of December, 2022 Day Month, Year

(SEAL)

Clerk Signature

APPROVED

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

For resolutions involving a transfer of STR funds:

Omer Osman, P.E.

Secretary of Transportation

Date

BY:

George A. Tapas, P.E., S.E.

Engineer of Local Roads & Streets

Date

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).



This agreement, by and between the DEPARTMENT OF TRANSPORTATION, State of Illinois, hereinafter called the DEPARTMENT, and the COUNTY OF Ford, of the State of Illinois, hereinafter called the COUNTY,
Name of County

WHEREAS, the COUNTY has elected to use the Illinois Department of Transportation's recommended salary schedule to determine the County Engineer's annual salary and has agreed that the minimum salary shall be at least ninety-five (95) percent of the recommended salary;

WHEREAS, the COUNTY desires to transfer Federal Surface Transportation Program Funds to the DEPARTMENT in return for State funds to be used by the COUNTY to pay a portion of the County Engineer's salary, an amount not to exceed fifty (50) percent of the County Engineer's annual salary;

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

THE COUNTY AGREES:

1. That it will provide the DEPARTMENT with a resolution passed by the County Board authorizing the transfer of the COUNTY's Federal Surface Transportation Program Funds to the State for an equal amount of State Funds.
2. That it will deposit the State Funds in the County's Motor Fuel Tax account.
3. That an annual resolution appropriating funds for the payment of the County Engineer's annual salary shall be submitted to the DEPARTMENT along with the resolution authorizing the amount of Federal Surface Transportation Program funds to be transferred.
4. That it will maintain, for a minimum of 3 years after the completion of the agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the agreement; that the agreement and all books, records and supporting documents related to the agreement shall be available for review by the DEPARTMENT and/or Auditor General and that it will provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for recover of funds paid by the DEPARTMENT under the agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

THE DEPARTMENT AGREES:

1. That it will accept the COUNTY's Federal Surface Transportation Program funds and make an equal amount of State funds available to the COUNTY for deposit in the County's Motor Fuel Tax account.
2. That payment of that State Funds to the COUNTY will be made each year upon receipt of the COUNTY's resolution transferring their Federal Surface Transportation Program funds and appropriating their Motor Fuel Tax or other funds for payment of their County Engineer's salary.

IT IS MUTUALLY AGREED:

1. That this agreement shall remain in full force and effect for a period of six years from the date of execution unless terminated by either party upon 30 days written notification by either party. The agreement may be temporarily suspended during any period that COUNTY does not have sufficient Federal Surface Transportation Program funds available to be transferred.
2. That the obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the purpose contemplated herein.

Executed by the COUNTY this 12 day of December, 2022, Ford County, State of Illinois,
Day Month, Year County
acting by and through its County Board.

BY: Chairperson of the County Board

Date

Typed Name of Chairperson

Debbie Smith

Executed by the DEPARTMENT this _____ day of _____,
Day Month, Year

APPROVED

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Omer Osman, P.E.

Secretary of Transportation

Date

BY:

George A. Tapas, P.E., S.E.

Engineer of Local Roads & Streets

Date

RESOLUTION _____

WHEREAS, the Ford County Sheriff's Merit Commission was established under the guidance of ILCS 5/3-8001, the guidance and policy was revised and approved September 25, 2002. The purpose of the commission is to assist and/or advise the Sheriff in matters relating to law enforcement as they may apply to his department.

WHEREAS, it is the responsibility of the Sheriff to nominate individuals for membership to the Merit Commission.

WHEREAS, the appointment of Commissioner, Mr. Ernie Pearson is expired, Sheriff Chad Johnson nominates this individual to succeed himself as a member of the Merit Commission. The term of the appointee will expire in the year 2027.

Date

County Board Chairman

County Clerk/Recorder

**ORGANIZATIONAL COMMITTEE MEETING
FORD COUNTY BOARD MINUTES
MONDAY, DECEMBER 5, 2022**

A. CALL TO ORDER:

The County Board of Ford County met pursuant to adjournment in the Small Court Room in the Ford County Courthouse in Paxton on Monday, December 5, 2022 at 4:00 P.M. The meeting was called to order by Clerk & Recorder Frederick.

B. PLEDGE TO THE FLAG AND INVOCATION:

Clerk Frederick/Mrs. King

C. OATHS OF OFFICE GIVEN TO NEWLY ELECTED COUNTY BOARD MEMBERS:

Clerk Frederick swore in the following newly elected board members: Chuck Aubry, Randy Ferguson, Ann Ihrke, Cindy Ihrke, Lesley King, Gene May, Chase McCall, Tom McQuinn, Sarah Mussman, Debbie Smith and Carson Vaughn.

D. ROLL CALL:

The roll call showed the following board members in attendance: Chuck Aubry, Randy Ferguson, Ann Ihrke, Cindy Ihrke, Lesley King, Gene May, Chase McCall, Tom McQuinn, Sarah Mussman, Debbie Smith and Carson Vaughn. Tim Nuss was not in attendance.

E. NOMINATIONS FOR CHAIRMAN OF THE BOARD:

Clerk Frederick asks for nominations for Chairman of the Board. Mrs. A. Ihrke made a motion to nominate Debbie Smith as Chairman of the Board. Mr. Aubry made the motion to nominate Chase McCall.

F. CLOSE OF NOMINATIONS FOR CHAIRMAN OF THE BOARD:

Clerk Frederick asked for any other nominations for Chairman of the Board, after no other nominations, Clerk Frederick asked for a motion to close nominations for Chairman of the Board. Mrs. A. Ihrke made the motion to close nominations. Mrs. King seconded it.

Voice Vote – Carried

G. BALLOT VOTE FOR CHAIRMAN:

Clerk Frederick passed out Ballots with the names of Debbie Smith and Chase McCall on it. After each county board member voted, Clerk & Recorder Frederick tallied the votes. The results were as follows: 6 votes for Debbie Smith, 5 votes for Chase McCall. Clerk & Recorder Frederick announced Debbie Smith as the new Chairman, Mrs. Smith took over the rest of the meeting.

H. NOMINATIONS FOR VICE CHAIRMAN:

Chairman Smith asks for nominations for Vice Chairman of the board. Tom McQuinn nominated Mrs. C. Ihrke. Mr. May nominated Ferguson. Mr. Ferguson respectfully declined the nomination.

I. CLOSE OF NOMINATIONS FOR VICE CHAIRMAN:

Chairman Smith asked for a motion to close nominations for Vice Chairman. Mrs. A. Ihrke made the motion to close nominations. Mr. Ferguson seconded it.

J. BALLOT VOTE FOR VICE CHAIRMAN:

Clerk Frederick passed out Ballots with the name Cindy Ihrke on it. After each county board member voted; Clerk & Recorder Frederick tallied the votes. The results were as follows: 10 votes for Cindy Ihrke, 1 no vote. Chairman Smith announced Cindy Ihrke as the new Vice Chairman.

- State's Attorney Killian briefly discussed the amendments to the Safety Act and the ongoing litigation. Clerk & Recorder Frederick briefly updated the board on a hot water pipe that burst on December 3, 2022 in the basement of the Clerk & Recorder's office in the Courthouse.

K. ADJOURNMENT:

Mrs. C. Ihrke moved to adjourn at 4:29 P.M. Mr. Vaughn seconded it.

L. PROCLAMATION:

The next meeting will be Monday, December 12, 2022 at 7:00 P.M.

Respectfully Submitted,
Amy Frederick, County Clerk

Approved _____