

# **UPCOMING MEETINGS**

for the

## **FORD COUNTY BOARD**

### **Tuesday, February 7, 2023**

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

### **Wednesday, February 8, 2023**

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

### **Thursday, February 9, 2023**

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

### **Monday, February 13, 2023**

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



### **Notes:**

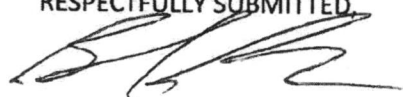
- Courthouse will be *CLOSED* Monday, January 16, 2023 for Martin Luther King, Jr. Day
- Courthouse will be *CLOSED* Monday, February 13, 2023 in observation of Lincoln's Birthday
- Courthouse will be *CLOSED* Monday, February 20, 2023 for Presidents Day

## MONTH END REPORT

December 2022

TOTAL DEATH INVESTIGATION	18
TOTAL RESIDENT DEATHS	13
TOTAL NON-RESIDENT DEATHS	05
PAST INQUIRES OR INQUEST PENDING	0
Inquires Pending this month	0
1) Natural Death Investigations	18
2) Undetermined Death	0
3) Suicide	0
4) Homicide	0
5) Accidental Death	0
5a) Accidental Motor Vehicle Death	0
5b) Accidental Drug or Alcohol Death	0
AUTOPSIES	1
TOXICOLOGY	0
EXTERNAL EXAMINATIONS	0
HOSPICE CASE	12
INQUESTS CONDUCTED	0
CREMATION PERMITS INVESTIGATED AND ISSUED	5
NOTIFICATIONS FOR OTHER COUNTIES	0
ORGAN/TISSUE DONATION	0
CREMATION PERMIT FEES RECEIVED	\$250.00
REPORT FEES	.00
INVOICES RECEIVED	0
TOTAL REVENUE	\$

RESPECTFULLY SUBMITTED



BRANDON RODERICK

# 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 **December 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-22	4,753.00	1,366.00	611.25	2,283.50	258.00	9,271.75	2,528.00	284.00	4,550.00	5.00	1,548.00	224.00	3,541.68
Jan-23						0.00							
Feb-23						0.00							
Mar-23						0.00							
Apr-23						0.00							
May-23						0.00							
Jun-23						0.00							
Jul-23						0.00							
Aug-23						0.00							
Sep-23						0.00							
Oct-23						0.00							
Nov-23						0.00							
MID-YEAR	4,753.00	1,366.00	611.25	2,283.50	258.00	9,271.75	2,528.00	284.00	4,550.00	5.00	1,548.00	224.00	3,541.68
<b>TOTAL</b>	<b>4,753.00</b>	<b>1,366.00</b>	<b>611.25</b>	<b>2,283.50</b>	<b>258.00</b>	<b>9,271.75</b>	<b>2,528.00</b>	<b>284.00</b>	<b>4,550.00</b>	<b>5.00</b>	<b>1,548.00</b>	<b>224.00</b>	<b>3,541.68</b>

5.79% = Percent of estimated revenue generated for year to date.

Total Estimated Revenue = \$160,000.00

Actual Office Revenue =

\$ 9,271.75

Total Receipts = \$ 21,952.43

Dedicated Funds = \$ 2,812.00

Supervisor of Assessments = \$ 4,550.00

State & Tax Buyers = \$ 5,318.68

STATE OF ILLINOIS }  
COUNTY OF FORD }

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

Submitted this 3rd day of January, 2023.

Ford County Clerk & Recorder

Monthly Report to the Ford County Board  
On Activities at the Highway Department  
January, 2023

The Ford County Highway Department completed the following activities during the month December, 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.
- Removed snow from county highways.

County Engineer

- Assisted commissioners with Drainage Projects.
- Worked with Consultant on Elliott/Dewey Water Line Project.
- Attended Road Commissioner Meeting at Wall Township.
- Met with Ford Ridge Windfarm contractor to discuss final quantities.



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## Ford County Highway Committee Minutes

The Ford County Highway Committee met on January 3, 2023 at the Ford County Highway Department in Roberts, Illinois.

Present at this regular scheduled meeting were Chairman Tim Nuss, 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 presented. Seconded by Mrs. Ihrke. Motion passed.

First on the agenda was the review of the December 6, 2022 minutes. Mrs. King moved and Mrs. Ihrke seconded the motion that they be approved. Motion passed.

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

There was no public comment.

December bills were read and presented by Mr. Perkinson. Mrs. Ihrke 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 of December and will provide a written report for the full board.

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

The Committee reviewed a two year history of the MFT Allotments, and Ameren and Frontier bills.

### **New Business:**

None

### **Resolutions:**

The committee reviewed the Resolutions for the following:

- a. Engineering Services Agreement for Project Number 21-00143-00-BR
- b. Engineering Services Agreement for Project Number 21-00145-00-BR
- c. Engineering Services Agreement for Project Number 22-00146-00-BR

Mrs. Ihrke moved and Mrs. King 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.

# FORD COUNTY PROBATION AND COURT SERVICES

Stats for December 2022

## DECEMBER of 2022

### ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	56	Active	79
Misdemeanors	21	Warrants	139
DUI Cases	17	TOTAL	218
Traffic Cases	3		
TOTAL	97		

### JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	6	Active	10
Cont'd Supervision	0	Inactive	1
Informal	3	TOTAL	11
Other	0		
TOTAL	9		

### PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	59	Cases	4
Hours	6815	Hours	197
TOTAL CASES:	63		
TOTAL HOURS:	7012		

### RESTORATIVE JUSTICE / DIVERSION:

Intakes this month	0		
Cases reviewed this month	0		
Active Conference/Diversion Cases	0	Restorative Justice / Diversion	9

### INVESTIGATIONS:

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

### INTAKES:

Adults:	2	Juveniles:	0
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### ELECTRONIC MONITORING / GPS:

Adults:	2	Juveniles:	0
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### CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:

Police	3	Clients	2
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### HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:

Home:	0	School	0
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### RESTITUTION / COMMUNITY SERVICE COMPLETED:

Restitution collected this month \$576.92

Community Service collected:

Adults:	376	Juveniles:	30
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## DECEMBER 2020 (Same month last year)

### ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	47	Active	64
Misdemeanors	20	Warrants	146
DUI Cases	19	TOTAL	210
Traffic Cases	6		
TOTAL	92		

### JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	3	Active	7
Cont'd Supervision	1	Inactive	1
Informal	0	TOTAL	8
Other	0		
TOTAL	4		

### PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	56	Cases	9
Hours	7150	Hours	335
TOTAL CASES:	65		
TOTAL HOURS:	7485		

### VIOLATIONS:

Adult:	1	Juveniles:	0
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**COMMUNITY MEETING ATTENDED THIS MONTH:**

Ford County Board Meeting CMO Meeting

Ford County Finance Meeting Ford County Stakeholders Meeting

ROSC

Outreach Committee

**TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:**

Sexual Harrassment

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

9

<u>OFFICER CASELOAD</u>	<u>ADULTS</u>	<u>JUVENILES</u>	<u>PRE-TRIAL</u>
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Jennifer Anderson	91	1	
Rocky Marron	43	3	96
Mallory Lithgow	19	14	
Ariel Brucker	22	1	
Warrant Status	139	1	

**INTAKES THIS MONTH:**

<u>Adult:</u>		<u>Juvenile:</u>	
Felony Cases	1	Probation	0
Misdemeanors	1	Cont'd Supervision	0
DUI Cases	1	Informal	0
Traffic Cases	0	Other	0
<b>TOTAL</b>	<b>3</b>	<b>TOTAL</b>	<b>0</b>

**CONFINEMENTS:**

Juvenile Detention	0		
IDOC Commitments	0		
Group Home/Halfway House	Adults: 0	Juveniles: 0	
Residential Substance Abuse Treatment:	Adults: 5	Juveniles: 3	

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

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

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

**INCOME RECEIVED**

\$3,834.43 – Inmate Phones	\$77.50 – Drug Reinforcement Fund	\$60.00 – Bond Fees
\$3,333.34 – Contracts	\$75.00 – Reports	\$31.85 – Transport Reimbursements
\$1,377.00 – Civil Process	\$70.00 – Arrestee Medical Fund	

**TOTAL FOR THE MONTH OF DECEMBER**

\$8,859.12

**FY23 TOTAL TO DATE**

\$8,859.12

**TRAFFIC ACCIDENTS- 16**

**WARNING CITATIONS-11**

**TRAFFIC CITATIONS-13**

03 – Failure to reduce speed to avoid an accident  
02 – Illegal transportation of alcohol  
01 – Permit unauthorized person to drive  
01 – Permit person under the influence to drive  
01 – Improper passing

01 – No driver's license  
01 – Uninsured Motor Vehicle  
01 - Speeding  
01 – Deposit materials on roadway  
01 – DUI

**FIELD INCIDENT/COMPLAINT REPORTS**

15 – Motorist assist  
14 – Other agency assist  
08 – Suspicious person/activity  
08 – Civil/Non-criminal complaint  
07 – Security Alarm check  
07 – Domestic trouble  
07 – Follow-up investigation  
05 – Animal complaint  
05 – Theft  
04 – Violation of Court Order  
04 – Welfare checks  
03 – Noise complaint  
03 – Suspicious vehicle

02 – Abuse complaint  
02 – Property damage  
02 – Property stand-by  
01 – Trespassing  
01 – Suicide threat  
01 – Repossession  
01 – Burglary  
01 – Custody Dispute  
01 – E911 hang-up  
01 – Harassment  
01 – Hit and Run  
01 – House check  
01 – Sex offender notification check

**CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)**

Court Summons: 24/29

Warrants: 14

**FORD COUNTY INMATES TOTAL MANDAYS TO DATE (1064)**

Monthly Ford County Inmate Mandays: 1064



## **RESOLUTION 23-**

**WHEREAS**, due to a vacancy in the office of Supervisor of Assessments, it is necessary that the Board of Ford County, appoint a person to fill the position of Supervisor of Assessments; and

**WHEREAS**, Pamela Bruens has been duly qualified by this State of Illinois for the position of Supervisor of Assessments; and

**WHEREAS**, it is necessary that a qualified person be appointed to the position of Supervisor of Assessments; and

**WHEREAS**, it is necessary that the County Board set the appropriate salary for the position of Supervisor of Assessments; and

**BE IT THEREFORE RESOLVED**, that Pamela Bruens be appointed to a four-year term as Supervisor of Assessments. This appointment is to begin January 10, 2023 through January 9, 2027.

**BE IT FURTHER RESOLVED**, that the salary for the position of Supervisor of Assessments be set at the sum of \$58,000.00 as budgeted for FY 2023 and the salary for the position be reviewed prior to and reset at the beginning of each fiscal year until the expiration of this resolution. This position will also receive benefits pursuant to the current adopted Ford County Personnel Policy.

Dated: January 9, 2023

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Debbie Smith  
Ford County Board Chairman

Attested: \_\_\_\_\_  
Amy Frederick  
Ford County Clerk & Recorder

## RESOLUTION 23 -

### SETTING PER DIEM RATES AND MILEAGE CLAIM FOR 2023

**WHEREAS**, the governing body of Ford County shall, by resolution, establish a per diem rate for mileage reimbursement, meal reimbursements and lodging reimbursements; and

**WHEREAS**, qualifying reimbursements shall be for employees only and shall consist of a submitted receipt from the business of which the purchase was made including the name of the business, the date of purchase, brief description of purchase and amount paid (hand written receipts do not qualify); and

**NOW, THEREFORE, BE IT RESOLVED**, the following rates shall be set for reimbursement of mileage, meal reimbursement, and lodging for the 2023 year starting on January 1<sup>st</sup>:

**Standard mileage according to the IL. Dept. of Revenue as of:**

- January 1, 2023 will be set at \$. 65.5 cents per mile;

**Lodging rates are subject to the federal per diem rates set by the US General Services Administration by state:**

- Reimbursement shall not exceed \$218.00 plus tax per day/per employee.

**Meal reimbursement rates are subject to the federal per diem rates set by the US General Services Administration by state:**

- **Breakfast** hours are set between 12:01 a.m. and 10:00 a.m. is \$13.00; and
- **Lunch** hours are set between 10:01 a.m. and 3:00 p.m. is \$15.00; and
- **Dinner** hours are set between 3:01 p.m. and 12 midnight is \$26.00; and
- Meal reimbursement shall not exceed \$54.00 plus tax per day/per employee.

DATED this 9<sup>th</sup> day of January, 2023.

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Debbie Smith  
Chairman of the Board

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ATTEST: Amy Frederick  
Ford County Clerk & Recorder

# **OFFICE DIRECTIVE**

## **OPS-58 K-9 POLICY**

### **K-9 Officer**

#### **58-1 Purpose**

- A. To establish a policy regarding the training, deployment, care and maintenance of the Ford County Sheriff's Canine and Office Canine Handler. The canine and handler are commonly referred to as "Police Service Dog Team" and shall be utilized for various purposes to include, but is not limited to, drug detection and tracking.

#### **58-2 Policy**

- A. It is the Policy of the Ford County Sheriff's Office that only a properly trained and certified Police Officer will be designated as "K-9" handler and only a properly trained and certified canine will be utilized as a Police Canine. Only after these requirements have been met can the Police Service Dog Team be created and utilized by this Department.

#### **58-3 Duties and Responsibilities**

- A. First and foremost, the Officer assigned as Canine Handler is a Patrol Officer. Normal Patrol, calls for service and initial Investigations are still handled by the K-9 Officer as well as other duties that the Police Service Dog Team will perform. The Police Service Dog Team shall be responsible for any drug detection and tracking that may arise through normal or unusual circumstances or even call outs.

#### **58-4 Procedure**

- A. The Ford County Sheriff's Office Service Dog Team is a Patrol Unit that is utilized in a regular patrol capacity as well as through a call out process.
  - 1. Drug Detection
    - a. Officers that wish to call out the K-9 on any "drug detection" must first have reasonable suspicion that there is either some type of drug on the person or persons in the vehicle or inside the vehicle itself.
    - b. The Police Service Dog Team is available on a 24 hour, on call basis.
    - c. The Police Service Dog Team can only be called out after the Sheriff, or designee has been notified of the situation and gives approval.
    - d. The Officer, once approval has been given by the Sheriff, or designee, shall call the K-9 handler and advise the situation.
    - e. When called out the K-9 handler will call on duty and immediately be in route to the incident scene. Once the Police Service Dog Team arrives on scene, patrol officers are to ensure they allow the K-9 handler to work the dog the way he/she has been trained without interference. Police Service Dogs shall not normally be handled or given commands by anyone other than the assigned handler.

# OFFICE DIRECTIVE

## OPS-58 K-9 POLICY

### K-9 Officer

- f. Once the Police Service Dog Team has completed the search of the person(s) and or vehicle the K-9 will then clear from the scene and then go off duty.

#### 2. Tracking

- a. When a trained Ford County Service Dog is available for tracking, they may be used with approval from the Sheriff, or designee, to track missing persons or criminal suspects. They may also be used to locate evidence that may have been abandoned or hidden in a specified open area. Such searches are subject to the following conditions and limitations:
  - i. When Officers are pursuing a suspect, and contact with the suspect is lost, the Officer, prior to summoning a Police Service Dog Team, should:
    - Stop and pinpoint the location where the suspect was last seen;
    - Shut off engines of vehicles in the area if possible;
    - make sure windows are in the up/closed position along with vehicle doors;
    - avoid vehicle or foot movement in the area where the suspect or subject was last seen.
  - b. A Police Service Dog used for tracking persons should remain on a leash of sufficient length to provide a reasonable measure of safety to the subject of the search without compromising the dog's tracking abilities and make sure of the K-9's safety.
  - c. On-scene supervisory personnel should:
    - i. Secure the perimeter to be searched.
    - ii. Secure the integrity of the area to be searched by keeping all personnel out of the area.
    - iii. Protect all items of clothing that will be used for scent from being handled.
    - iv. Contact the Sheriff to advise of the situation.

#### 3. Training

- a. The Ford County Sheriff Office K-9 Handler and K-9 will be allowed time for continuous training. The amount of training will be set and determined by the Ford County Sheriff and the K-9 Handler. However, if State or Federal Statutes dictate that a Police Service Dog Team has to have a minimum or set number of hours than those standards will apply and will be followed.

#### 4. Use and Maintenance

- a. Ford County Sheriff Office Police Service Dog shall not be used for breeding, participation in shows, field trials, exhibitions, or other demonstrations, or for on duty or off duty employment unless authorized by the Ford County Sheriff.
- b. The assigned K-9 handler will maintain their Police Service Dog in both on duty and off duty in a safe controlled manner. Ford County Sheriff Office Police Service Dog should not be allowed to run loose unless engaged in authorized training or exercise.
- c. The Ford County Sheriff Office shall provide the Police Service Dog Officer with proper housing for the canine.
- d. The Police Service Dog handler is personally responsible for the daily care and feeding of their Police Service Dog to include:

## OFFICE DIRECTIVE

### OPS-58 K-9 POLICY

#### K-9 Officer

- i. Maintenance and cleaning of the kennel and yard area where the Police Service Dog is housed;
- ii. Provision of food, water, and general diet maintenance as prescribed by the Ford County Sheriff Office Vet Clinic;
- iii. Grooming on a daily basis or more often as required by weather, working conditions or other factors;
- iv. Daily exercise and General medical attention and maintenance of health care records.
- e. When the handler is unable to perform these related duties due to illness, injury or leave, another police service dog handler may be assigned, temporarily, care for the dog; or the dog may be housed in a departmentally approved kennel.
- f. Teasing, agitating or roughhousing with the Ford County Sheriff's Office Service Dog is strictly prohibited, unless performed as part of a training exercise.
- g. Handlers should not permit anyone to pet or hug their Police Service Dog without their prior permission and immediate supervision. Should a civilian express a desire to do so, he/she should be informed that the Police Service Dog is a serious working dog and that they can be dangerous if improperly approached.
- h. A Police Service Dog handler may take possession of his/her dog where the dog is retired from duty or retired due to injury.

NOTE: Federal law provides that the Police Service Dog Officer be allotted 3.5 hours per week for maintenance of the Police Service Dog. This time will be adjusted accordingly to the Federal Guidelines. 30 minutes per day for 7 days would allow the handler to achieve the required 3.5 hours. This time frame cannot under Federal Law be waived.





Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency **Ford County** County **Ford** Section Number **21-00143-00-BR** Job Number  
Project Number Contact Name **Greg Perkinson** Phone Number **(217) 395-2206** Email **fordcohi@maxwire.net**

SECTION PROVISIONS

Local Street/Road Name **Thawville Road / CH 21** Key Route **FAS 337** Length **800 ft** Structure Number **027-3008 Ex**  
Location Termini **SE corner Sec 34-26-9; 1510E/1900N**

Project Description

Bridge Replacement: Surveys, Bridge Condition Report, Preliminary Bridge Design & Hydraulic Report, Environmental Coordination, Project Development Report, Design, PS&E, Right-of-Way Plats.

Engineering Funding ☒ MFT/TBP ☐ State ☐ Other  
Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☐ Other **Surface Transportation Program**

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name **Hampton, Lenzini & Renwick, Inc.** Contact Name **Steven Megginson** Phone Number **(217) 546-3400** Email **swmegginson@hlreng.com**  
Address **3085 Adlai Stevenson Drive, Suite 201** City **Springfield** State **IL** Zip Code **62703**

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- ☐ EXHIBIT \_\_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ Location Map
- ☒ Midwest Engineering and Testing (BORings) Proposal
- ☒ HLR 2023 Hourly Rate Schedule

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$37,775.00 (Maximum Fee \$150,000)

Note: Item K of the scope of work is not included in the stated upper limit.

☐ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department 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.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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 DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;



- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

#### AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini & Renwick, Inc.	36-2555986	\$34,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midwest Engineering and Testing		\$3,775.00
Subconsultant Total		\$3,775.00
Prime Consultant Total		\$34,000.00
Total for all work		\$37,775.00



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Ford County	Hampton, Lenzini & Renwick, Inc.	Ford	21-00143-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Notice to Proceed.....	January, 2023
Field Survey and Data Plotting.....	March - February, 2023
Environmental Surveys, Permitting.....	January - September, 2023
Preliminary Designs.....	May, 2023 - August 2023
Project Development Report.....	May-December, 2023
Contract Plans, Specifications and Estimates.....	July, 2023 - January, 2024
Right-of-Way Documents.....	October, 2024
Project Letting.....	March, 2024

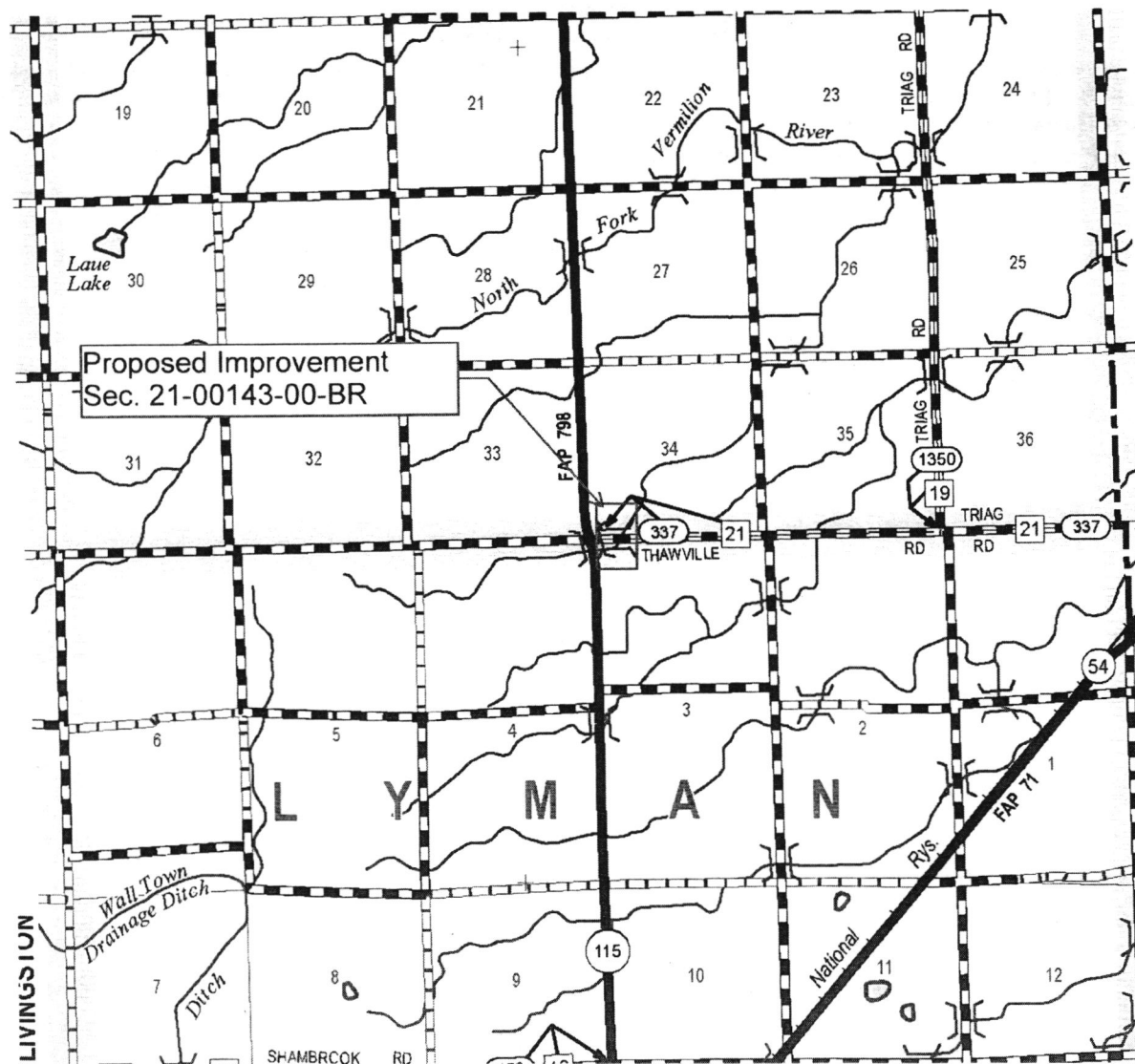
Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Ford County	Hampton, Lenzini & Renwick, Inc.	Ford	21-00143-00-BR

### Exhibit C

#### Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)



Location Map



**Midwest Engineering and Testing, Inc.**  
geotechnical - environmental - materials engineers  
1701 W. Market St., Suite B  
Bloomington, IL 61701  
309-821-0430  
FAX 309-821-1242  
[www.metgeotech.com](http://www.metgeotech.com)

August 31, 2022

Steve Megginson, P.E., S.E.  
Vice President  
Hampton Lenzini and Renwick, Inc.  
3085 Stevenson Dr., Ste. 301  
Springfield, IL 62703  
[swmegginson@hlreng.com](mailto:swmegginson@hlreng.com)

Re: Proposal for Structural Boring  
Ford County  
Thawville Road – Lyman Township  
Structure 027-3008  
Ford County, Illinois  
MET Proposal No. B22173

Dear Mr. Megginson:

As requested in your August 23, 2022 email, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide drilling services at the above referenced site. A brief description of our understanding of the project and a discussion of the scope of services to be provided are outlined in the following paragraphs.

It is understood that a soil test borin is required for the bridge replacement of Structure 027-3008 Bridge located on Thawville Road in Lyman Township in Ford County, Illinois. As requested, one (1) boring will be drilled for the bridge in accordance with the *IDOT Geotechnical Manual, Section 3.4.3.2 Borings* guidelines, which we anticipate will require a 60 ft. deep boring. Based upon our past experience, we anticipate encountering primarily glacial drift deposits over bedrock.

The boring will be performed with a truck or track-mounted drilling rig using conventional hollow-stem auger to advance the holes. Soil samples will be obtained using split-barrel sampling techniques at 2.5-ft. intervals through a depth of 30 feet and at 5-ft. intervals thereafter. The depth to groundwater will be noted during the drilling operations and measured in the open boreholes upon completion. Upon completion of the drilling, the borehole will be backfilled and the surface will be patched with cold-patch asphalt.

Utility clearance for the boring will be obtained by MET beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities, and on-site personnel. MET will utilize a crew trained in layout procedures to locate the boring in the field and will provide ground surface elevations by level survey methods. Our proposal assumes that traffic control personnel and signs will be provided by MET.

Proposal for Structural Boring  
Structure 027-3008  
Thawville Rd  
Lyman Township  
Ford County, Illinois  
MET Proposal No. B22173

Appropriate laboratory testing will be performed in accordance with ASTM and IDOT standards to adequately characterize the soil at the project site. The laboratory testing will include at a minimum, moisture content tests, and unconfined compression tests on all intact cohesive samples. A geotechnical engineer will classify all soils in accordance with the IDH Classification system. Typed boring log in IDOT format will be provided.

MET proposes to perform the soil boring and provide the boring log on a unit price basis as outlined on the attached estimate worksheet. The soil boring will likely be completed within one (1) day, and the boring log will be submitted within one (1) week after completion of the field activities.

If you have any questions regarding this proposal, please contact us at your convenience. MET will proceed with the work upon receipt of written authorization. If this proposal is acceptable, please acknowledge by signing the acceptance block found at the end of this proposal. We are looking forward to working with you on this project.

Sincerely,

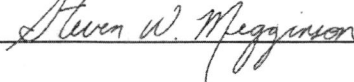
**Midwest Engineering and Testing, Inc.**

Kelsey R. Tappendorf  
Project Engineer

Daniel E. Tappendorf, P.E.  
President

Accepted By: Hampton. Lenzini & Renwick. Inc.

Printed Name: Steven Megginson

Signature: 

Title: \_\_\_\_\_

Date: 12/27/2022.

Enclosures: Estimate Worksheet  
Location Map  
General Conditions



**Midwest Engineering and Testing, Inc.**

geotechnical - environmental - materials engineers

1701 W. Market St., Suite B

Bloomington, IL 61701

309-821-0430

FAX 309-821-1242

www.metgeotech.com

Steve Megginson, P.E., S.E.  
Vice President  
Hampton Lenzini and Renwick, Inc.  
3085 Stevenson Dr., Ste. 301  
Springfield, IL 62703  
[swmegginson@hlreng.com](mailto:swmegginson@hlreng.com)

Proposal for Structural Boring  
Ford County - Lyman Township  
Thawville Road  
Structure 027-3008  
Ford County, Illinois  
MET Proposal No. B22173

**ESTIMATE WORKSHEET**

	<b><u>Quantity</u></b>	<b><u>Unit Fee</u></b>	<b><u>Total</u></b>
<b>Field Exploration Services</b>			
Layout Borings and Obtain Elevations	1 Lump Sum	\$150.00	\$150.00
Mobilization/Demobilization	1 Lump Sum	\$400.00	\$400.00
Drilling support vehicle	1 Day	\$150.00	\$150.00
Soil drilling and sampling per foot (0-30 ft depth)	30 Feet	\$15.00	\$450.00
Soil drilling and sampling per foot (30-60 ft depth)	30 Feet	\$18.00	\$540.00
2 Man Flagger Crew	8 Hours	\$130.00	\$1,040.00
Traffic Control Equipment	1 Days	\$100.00	\$100.00
<b>Subtotal for Field Service:</b>			<b>\$2,830.00</b>
<b>Laboratory Soil Testing Services</b>			
Dry Density Tests	14 Tests	\$5.00	\$70.00
Unconfined compressive strength tests	14 Tests	\$5.00	\$70.00
Moisture content tests	18 Tests	\$5.00	\$90.00
<b>Subtotal for Lab Service:</b>			<b>\$230.00</b>
<b>Engineering services</b>			
Project Engineer-Coordination and Utility Locate	4 Hours	\$135.00	\$540.00
Principal Engineer Admin and Boring Log Review	1 Hours	\$175.00	\$175.00
<b>Subtotal for Engineering Service:</b>			<b>\$715.00</b>
<b>TOTAL ESTIMATED FEE</b>			<b><u>\$3,775.00</u></b>

**GENERAL CONDITIONS**  
**Midwest Engineering and Testing, Inc. (MET)**  
**Geotechnical Services**

**Item 1. Scope of Work.** Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an "agreement" made with the "client." The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of MET's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

**Item 2. Site Access.** The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Utilities.** In the performance of its work, MET will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MET harmless and indemnify MET from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by MET for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MET or otherwise disclosed by the client or utility locator service. MET will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, byproducts, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

MET's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoil relative to the project. As such, MET does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

**Item 5. Confidentiality.** MET shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MET against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

**Item 6. Standard of Care.** MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET for the geotechnical study.

**Item 7. Technical Methodology and Protocol.** MET will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

**Item 8. Limitations of Liability.** The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services, allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

**Item 9. Insurance.** MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

**Item 10. Modifications.** This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 11. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination.

### Exhibit A – Hourly Rate Schedule

<u>Grade Classification of Employee</u>	<u>HLR 2023 Hourly Rate</u>
Principal	\$230.00
Engineer 6	205.00
Engineer 5	185.00
Engineer 4	180.00
Engineer 3	160.00
Engineer 2	130.00
Engineer 1	115.00
Structural 2	225.00
Structural 1	185.00
Technician 3	155.00
Technician 2	125.00
Technician 1	100.00
Intern/ Temp	65.00
Land Acquisition	165.00
Survey 2	155.00
Survey 1	120.00
Environmental 3	175.00
Environmental 2	130.00
Environmental 1	100.00
Administration 2	145.00
Administration 1	85.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2023. In the event services of the ENGINEER extend beyond December 31, 2023, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The stated upper limit of compensation will remain in effect.

RESOLUTION NO: 22-03      ADDENDUM NO: \_\_\_\_\_

IN THE MATTER OF )  
VILLAGE OF KEMPTON LAW ENFORCEMENT CONTRACT WITH THE COUNTY OF FORD )

### CONTRACT FOR COUNTY LAW ENFORCEMENT SERVICES

**THIS AGREEMENT**, made this 01st day of December, 2022, by and between the County of Ford (hereinafter referred to as County), Illinois, and the **Village of Kempton** (hereinafter referred to as Village), Illinois, a municipal corporation.

**WITNESSETH:**

**WHEREAS**, the Village has the need for police protection, but does not have the economic resources with which to maintain a police department of the necessary size, nor the provisions to adequately train or equip said police department; and

**WHEREAS**, the County has an established modernly trained and equipped sheriff's office which could provide the required police protection and community policing programs within the corporate limits of the Village to the extent and manner hereinafter set forth; and

**WHEREAS**, the Village has desired the services of a modernly trained and equipped sheriff's office which the County is able and willing to furnish; and

**WHEREAS**, the Village and County have reached an agreement pursuant to authority granted by Article 7, Section 10 (a) of the Illinois Constitution whereby the County would provide law enforcement services to the Village pursuant to the terms of this Contract.

**NOW THEREFORE**, in consideration of mutual promises and covenants contained herein, the following has been agreed by and between the County and the Village:

1. This Contract shall be operative for a period not to exceed one (1) year and shall commence the 01st day of December 2022 and shall thus expire the 30th day of November 2023.
2. The Village shall remit to the County the sum of \$6,253.00, Six Thousand Two Hundred Fifty-Three Dollars and 00/100, which shall be paid in accordance with one of the following listed options after the Contract has been accepted and signed by the County and Village.

Option 1: One installment of the full amount by June 01st, 2023, or

Option 2: Two installments of \$3,126.50 each; the first installment due by May 01st, 2023 and the second installment due by October 01st, 2023.

In the event the Village elects to terminate this agreement the contract shall expire on the last day of the same month the Village Board voted to be released from the agreement. The County shall reimburse the Village all monies remaining on the contract balance, less those months the County law enforcement services were provided. The county shall have the same option of termination.

3. Within their capabilities, the County shall provide the deputies and equipment required to accomplish the obligations pursuant to this Contract, and in accordance with 65 Illinois Compiled Statutes, Section 5/1-4-6, the County shall be deemed the employing governmental entity.

4. The County Sheriff shall orient and update deputies as to their responsibilities regarding the supplemental law enforcement needs of the Village.
5. Depending upon existing County manning and fiscal allocations, and other available resources, law enforcement communication, investigative and administrative services provided under this Contract shall consist of the following:
  - A. Intermittent patrols, which shall include discretionary employment of traffic radar control measures; responses to emergency (for the purpose of this Contract, an emergency shall include those offenses which subject persons and or property to immediate danger or harm) and non-emergency calls for assistance generated by Village residents, law enforcement investigative services; 24-hour radio and telephone communication service to the Village; and a file and records system of those criminal investigations, incidents, complaints and arrests generated within the Village.
    - 1) In the absence of the Village police and with prior notification, the county shall intermittently patrol and respond to service calls from Village residents. The Village shall provide copies of local ordinances and any future revisions to the County Sheriff to assist in enforcement efforts.
    - 2) All traffic offense fines and forfeitures within the Village shall be paid to the Village.
    - 3) Law enforcement investigative services, joint County/Village investigation or exclusive County investigations may be requested by the Village President, Village Police Committee Chairman, or the Village Chief of Police. A rate of \$55.00(Fifty-Five and 00/100) per man-hour shall be paid by the Village to the County when investigative services exceed a total of 24 man-hours per individual Incident. Such investigative services shall exclude any animal complaints unless such animals pose an immediate threat to the public health or safety of Village residents.
    - 4) Quarters used by the Village police department may be used by the County Sheriff's office in Connection with the performance of territorial duties outside of the Village and adjacent thereto, provided however, the performance of such outside duties shall not be of additional cost to the Village.
    - 5) If necessary, the County shall assist Village police in the preparation of law enforcement data. Reportable Village law enforcement data shall be included in the county's regular Illinois State Police Uniform Crime Report Statistics. Such data shall be provided by Village police to the County Sheriff's Office no later than the first day of the following month.
    - 6) If the County is unable to respond to emergencies, the County shall contact the Illinois State Police or other capable agencies in close proximity to provide immediate emergency response.
    - 7) Upon request, the Village Mayor/President may obtain final dispositions on those cases directly Related to their Village.
6. A committee consisting of a County Sheriff's Committee representative, the County Sheriff, the Village Mayor/President, and a Village Alderman shall be formed to resolve questions or disputes related to the Contract. The County Sheriff shall make the final and conclusive determination on those issues pertaining to specific law enforcement related functions and duties.
7. The foregoing constitutes the entire agreement between parties and no verbal statements shall supersede any of its provisions. This Contract shall be amended by mutual agreement, and signed and executed with the same formality with which this instrument was executed.

IN WITNESS THEREOF, the Village of Kempton, by resolution, duly adopted by its governing body, cause this Agreement to be signed by its Mayor/President and attested by its Clerk; and the County of Ford, by order of its governing body, has caused these presents to be affixed thereto and attested by the Clerk of said governing body, all on the day, month and year first above written.

VILLAGE OF KEMPTON, ILLINOIS

BY: Richard Von Zuben  
Mayor/President, Village of Kempton

COUNTY OF FORD, ILLINOIS

BY: \_\_\_\_\_  
Chairman, Ford County Board

ATTEST: Anta Jordan  
Clerk, Village of Kempton

ATTEST: \_\_\_\_\_  
Ford County Clerk



RESOLUTION NO: N/A ADDENDUM NO: N/A

IN THE MATTER OF )  
VILLAGE OF ROBERTS LAW ENFORCEMENT CONTRACT WITH THE COUNTY OF FORD )

### CONTRACT FOR COUNTY LAW ENFORCEMENT SERVICES

**THIS AGREEMENT**, made this 01st day of December 2022 by and between the County of Ford (hereinafter referred to as County), Illinois, and the **Village of Roberts** (hereinafter referred to as Village), Illinois, a municipal corporation.

#### WITNESSETH:

**WHEREAS**, the Village has the need for police protection, but does not have the economic resources with which to maintain a police department of the necessary size, nor the provisions to adequately train or equip said police department; and

**WHEREAS**, the County has an established modernly trained and equipped sheriff's office which could provide the required police protection and community policing programs within the corporate limits of the Village to the extent and manner hereinafter set forth; and

**WHEREAS**, the Village has desired the services of a modernly trained and equipped sheriff's office which the County is able and willing to furnish said police protection; and

**WHEREAS**, the Village and County have reached an agreement pursuant to authority granted by Article 7, Section 10 (a) of the Illinois Constitution whereby the County would provide law enforcement services to the Village pursuant to the terms of this Contract.

**NOW THEREFORE**, in consideration of mutual promises and covenants contained herein, the following has been agreed by and between the County and the Village:

1. This Contract shall be operative for a period not to exceed one (1) year and shall commence the 01st day of December 2022 and shall thus expire the 30th day of November 2023.
2. The Village shall remit to the County the sum of \$7,735.00, Seven Thousand Seven Hundred Thirty-Five Dollars 00/100, which shall be paid in accordance with one of the following listed options after the Contract has been accepted and signed by the County and Village.

Option 1: One installment of the full amount by June 01st, 2023, or

Option 2: Two installments of \$3,867.50 each; the first installment due by May 01st, 2023 and the second installment due by October 01st, 2023.

In the event the Village elects to terminate this agreement, the contract shall expire on the last day of the same month the Village Board voted to be released from the agreement. The County shall reimburse to the Village all monies remaining on the contract balance, less those months where County law enforcement services were provided.

3. Within their capabilities, the County shall provide the deputies and equipment required to accomplish the obligations pursuant to this Contract, and in accordance with 65 Illinois Compiled Statutes, Section 5/1-4-6, the County shall be deemed the employing governmental entity.
4. The County Sheriff shall ensure deputies are sufficiently trained and proficient in those law enforcement skills required to provide professional and quality service to the Village.

5. Depending upon existing County manning and fiscal allocations, and other available resources, law enforcement communication, investigative and administrative services provided under this Contract shall consist of the following:
  - A. Intermittent patrols, which shall include discretionary employment of traffic radar control measures; responses to emergency (for the purpose of this Contract, an emergency shall include those offenses which subject persons and or property to immediate danger or harm) and non-emergency calls for assistance generated by Village residents; law enforcement investigative services; 24-hour radio and telephone communication service to the Village; and a file and records system of those criminal investigations, incidents, complaints, and arrests generated within the Village.
    - 1) In the absence of the Village police and with prior notification, the shall Intermittently patrol and respond to service calls from Village residents. The Village shall provide copies of local ordinances and any future revisions to the County Sheriff to assist in enforcement efforts.
    - 2) All traffic offense fines and forfeitures within the Village shall be paid to the Village.
    - 3) Law enforcement investigative services, joint County/Village investigation or exclusive County investigations may be requested by the Village President, Village Police Committee Chairman, or the Village Chief of Police. A rate of \$55.00 (Fifty-Five and 00/100) per man-hours per individual incident. Such investigative services shall exclude any animal complaints unless such animals pose an immediate threat to the public health or safety of Village residents.
    - 4) Quarters used by the Village police department may be used by the County Sheriff's Office in connection with the performance of territorial duties outside of the Village and adjacent thereto, provided however, the performance of such outside duties shall not be of additional cost to the Village.
    - 5) If necessary, the County shall assist Village police in the preparation of law enforcement data. Reportable Village law enforcement data shall be included in the county's regular Illinois State Police Uniform Crime Report Statistics. Such data shall be provided by Village police to the County Sheriff's Office no later than the first day of the following month.
    - 6) If the County is unable to respond to emergencies, the County shall contact the Illinois State Police or other capable agencies in close proximity to provide immediate emergency response.
    - 7) Upon request, the Village Mayor/President may obtain final dispositions on those cases directly related to their Village.
6. A committee consisting of a County Sheriff's Committee representative, the County Sheriff, the Village Mayor/President and a Village Alderman shall be formed to resolve questions or disputes related to the Contract. The County Sheriff shall make the final and conclusive determination on those issues pertaining to specific law enforcement related functions and duties.
7. The foregoing constitutes the entire agreement between parties and no verbal statements shall supersede any of its provisions. This Contract shall be amended by mutual agreement, and signed and executed with the same formality with which this instrument was executed.

IN WITNESS THEREOF, the Village of Roberts, by resolution, duly adopted by its governing body, cause this Agreement to be signed by its Mayor/President and attested by its Clerk; and the County of Ford, by order of its governing body, has caused these presents to be affixed thereto and attested by the Clerk of said governing body, all on the day, month, and year first above written.

VILLAGE OF ROBERTS, ILLINOIS

COUNTY OF FORD, ILLINOIS

BY: Matthew R. Vayda  
Mayor/President, Village of Roberts

BY: \_\_\_\_\_  
Chairman, Ford County Board

ATTEST: Sara Hester  
Clerk, Village of Roberts

ATTEST: \_\_\_\_\_  
Ford County Clerk

