### **UPCOMING MEETINGS**

### for the **FORD COUNTY BOARD**

### Tuesday, September 3, 2024

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

### Wednesday, September 4, 2024

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

### Thursday, September 5, 2024

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

### Monday, September 9, 2024

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



### **Notes:**

- Courthouse will be CLOSED on Monday, September 2, 2024 for Labor Day
- Courthouse will be CLOSED on Monday, October 14, 2024 for Columbus Day





### 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 July, 2024

emoluments of my office, for the month of

and during the month where I state the gross amount of all fees.

						COUR	COUNTY CLERK						
REVENUE	RECORDING	VITAL	MISC	COUNTY	TAX	COUNTY	DEDICATED	DEDICATED		DOMESTIC	RENTAL		DELINQUENT
FOR THE	-	RECORDS	FEES	TAX	CLERK	CLERK	FUNDS	FUNDS	CIS	VIOLENCE	HOUSING	DSC	TAXES
MONTH				STAMPS 1/3	FEES	REVENUE	AUTO REC. FEE (RSSA)	AUTO VITAL FEE (VRSSA)		FUND (DVF)	SURCHARGE (RHSP)		COLLECTED
Dec-23	3.986.00	1.445.00	2.221.00	5.330.00	430.00	13,412.00	3,734.00	388.00	3,813.00	20.00	2,592.00	296.00	11,197.11
[an-24	3,214.00	1,258.00	345.50	3,482.00	258.00	8,557.50	2,756.00	270.00	3,100.00	10.00	2,142.00	288.00	3,118.85
Feb-24	3,901.00	1,818.00	540.00	3,943.25	1,290.00	11,492.25	5,938.00	456.00	3,752.00	15.00	2,646.00	620.00	40,092.54
Mar-24	5,264.00	2,081.00	3,025.52	1,270.50	2,064.00	13,705.02	4,897.00	510.00	5,059.00	45.00	3,564.00	616.00	42,160.71
Apr-24	4,872.00	2,093.00	1,715.01	3,756.00	1,548.00	13,984.01	5,720.00	542.00	4,675.00	00.09	3,204.00	700.00	44,056.69
May-24	5,018.00	1,601.00	851.80	3,890.00	1,634.00	12,994.80	5,163.00	344.00	4,825.00	30.00	3,204.00	288.00	59,068.41
Jun-24	6,821.00	1,136.00	845.25	2,128.75	1,032.00	11,963.00	7,319.00	262.00	6,559.00	40.00	4,554.00	260.00	49,144.83
Jul-24	4,966.00	2,001.00	528.00	2,205.00	516.00	10,216.00	6,848.00	470.00	4,775.00	40.00	3,060.00	528.00	26,945.78
Aug-24						0.00							
Sep-24			4.03 			0.00							
0ct-24						0.00							
Nov-24						0.00							
MID-YEAR	26,255.00	10,296.00	8,698.83	21,671.75	7,224.00	74,145.58	28,208.00	2,510.00	25,224.00	180.00	17,352.00	3,108.00	199,694.31
TOTAL	TOTAL 38,042.00 13,433.00	13,433.00		10,072.08 26,005.50	8,772.00	96,324.58	42,375.00	3,242.00	36,558.00	260.00	24,966.00	3,896.00	275,784.92
	70000	= Percent of	setimated reven	= Percent of estimated revenue generated for year to date	r vear to date			a Milas Commission	Dedicated Funds =		\$ 45,617,00		
	07.07.00			9 10 10 10 10 10 10 10 10 10 10 10 10 10	and a man				Supervisor of Assessments =	ssessments =	\$ 36,558.00		
	Total Estima	Total Estimated Revenue =	\$160,000.00		Actual Offi	Actual Office Revenue =	\$ 96,324.58		State & Tax Buyers =	yers =	\$304,906.92		
								1	Total Receipts =	= 2	\$483,406.50		

STATE OF ILLINOIS } COUNTY OF FORD }

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

Submitted this 1st day of August 2024.

unty Clerk & Recorder Ford C

THILING STATES

### MONTH END REPORT July 2024

TOTAL DEATH INVESTIGATIONS TOTAL RESIDENT DEATHS TOTAL NON-RESIDENT DEATHS	15
PAST INQUIRIES OR <u>INQUESTS PENDING</u>	0
1) NATURAL DEATH INVESIGATIONS	14
2) UNDETERMINED DEATH	0
3) SUICIDE	0
4) HOMICIDE	0
5) ACCIDENTAL DEATH	0
5A) ACCIDENTAL MOTOR VEHICLE DEATH	1
5B) ACCIDENTAL DRUG OR ALCOHOL DEATH	0
AUTOPSIES	2
TOXICOLOGY	2
EXTERNAL EXAMINATIONS	0
HOSPICE CASES	
INQUESTS CONDUCTED	0
CREMATION PERMITS INVESTIGATED & ISSUED	4
NOTIFICATIONS FOR OTHER COUNTIES	0
ORGAN & TISSUE DONATION	0
INVESTIGATIONS RETURNED TO THE MEDICAL PROFESSION	0
CREMATION PERMITS FEES RECEIVED	\$ 400.00
REPORT FEES	.00
MISC. FEES (GRANTS)	.00
TOTAL REVENUE	\$ 400.00

RESPECTFULLY SUBMITTED,

Brandon Roderick, Ford County Coroner



### FORD COUNTY OFFICE OF EMERGENCY MANAGEMENT 200 W. State Street Room B-5

Paxton, IL 60957 Phone 217-379-9415

### Coordinator's Activity Report 01 July 2024 - 31 July 2024

02 July 2024	Ford County Highway Committee Meeting (Roberts) Monthly Starcom 21 Radio Drill (Paxton)
03 July 2024	Ford County Finance Committee Meeting (Paxton) (No Meeting No Quorum)
04 July 2024	4th of July Parade (Sibley)
06 July 2024	Burr Oaks Tractor Drive (Sibley –Thawville)
08 July 2024	Ford County Finance Committee Meeting (Paxton) Ford County Board Meeting (Paxton)
09 July 2024	Ford County Zoning Committee (Paxton)
10 July 2024	Ford County EMA Training (Paxton)
15 July 2024	Weather Call (Piper City, Roberts, Melvin)
16 July 2024	Ford County Hazard Mitigation Meeting (Roberts)
20 July 2024	Roberts Fun Days/ Touch-A-Truck (Roberts)
23 July 2024	Severe Weather Spotter Training Sullivant TWP. FPD (Sibley)
25 July 2024	FEMA Mitigation 101 Webinar (Paxton HSIN Webinar (Paxton)
27 July 2024	Kempton Days (Kempton)
30 July 2024	IEMA-OHS Region 7 Webinar (Paxton)

This report was Respectably submitted by:

Lerry Whitebird

Acronyms used in this document:

EMA – Emergency Management Agency

FEMA – Federal Emergency Management Agency

HSIN-Homeland Security Information Network

IEMA-OHS Illinois Emergency Management Agency - Office of Homeland Security

Sullivant TWP. FPD – Sullivant Township Fire Protection District

### Monthly Report to the Ford County Board On Activities at the Highway Department August, 2024

The Ford County Highway Department completed the following activities during the month of July, 2024.

### **Engineering Division**

- Entered Claims and Allotments to various County and Township funds.
- Assisted Maintenance Division with Pot Hole Patching & Brush Spraying.
- Worked on Sibley Oil & Chip Proposal.
- Worked on Township's Oil & Chip Jobs

### Maintenance Division

- Performed Maintenance and Repair on County owned equipment.
- Patched Potholes in County Roads.

### County Engineer

- Assisted Commissioners with Projects in Ford and Iroquois Counties.
- Assisted Iroquois County Highway Department.
- Working on Replacing Rural Reference Signs.
- Worked with Drummer Township on Solar Farm Road Use Agreement.

### Ford County Highway Committee Minutes

The Ford County Highway Committee met on August 6, 2024 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 was also present. Mr. Nuss called the meeting to order at 7:00 a.m.

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

First on the agenda was the review of July 2, 2024 minutes. Mrs. King moved and Mr. Nuss seconded the motion that they be approved. Motion passed.

Public Comment: None

July bills were read and presented by Mr. Perkinson. Mr. Nuss moved and Mrs. Ihrke seconded the motion to send the bills to the full board.

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

### Old Business:

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

Mr. Perkinson updated the committee that the new Iroquois County Engineer, Alan Harwood, started on July 15, 2024. If approved by the Iroquois County Board next week, Mr. Perkinson will continue to assist Mr. Harwood until September 13, 2024.

A summary of the monthly MFT distributions was reviewed. There has been no significant decrease in the distributions to date.

### New Business:

The status of the proposed solar farm in Drummer township was discussed. Mr. Perkinson will check the status of the township's road use agreement.

Next Meeting will be September 3, 2024 at 7:00 a.m.

### Resolutions:

A Joint Funding Agreement for the replacement of a bridge on the Thawville Road was discussed. The agreement includes a resolution for funding. Mrs. Ihrke moved and Mrs. King seconded the motion to send the agreement to the full board for approval.

Having no further items to discuss, Mrs. Ihrke moved to adjourn at 7:55 am. Seconded by Mrs. King. Motion passed.

### FORD COUNTY PROBATION AND COURT SERVICES

Stats for July 2024

TITE 17 (2004)									
JULY of 2024 JULY 2023(Same month last year)									
ADULTS: ADULTS:									
Felony Cases 72 Active 96 Felony Cases 70 Active	98								
Misdemeanors 31 Warrants 146 Misdemeanors 18 Warrants	144								
DUI Cases 22 TOTAL 242 DUI Cases 14 TOTAL	242								
Traffic Cases 0 Traffic Cases 1									
TOTAL 125 TOTAL 103									
JUVENILES:									
Active Caseload Administrative Cases Active Caseload Administrative C	ases								
Probation 4 Active 0 Probation 7 Active	1								
Informal 0 TOTAL 1 Informal 9 TOTAL	2								
Other 0 Other 0									
TOTAL 4 TOTAL 17									
PUBLIC SERVICE: PUBLIC SERVICE:									
Adults Juveniles Adults Juveniles									
Cases 65 Cases 1 Cases 47 Cases	9								
Hours 6855 Hours 75 Hours 143 Hours	20								
TOTAL CASES: 66 TOTAL CASES: 56									
TOTAL HOURS: 6930 TOTAL HOURS: 163									
RESTORATIVE JUSTICE / DIVERSION:									
Intakes this month 1									
Cases reviewed this month 1									
Active Conference/Diversion Cases Status Offenses /6 Juv. Diversion									
<u>INVESTIGATIONS:</u> <u>VIOLATIONS:</u>									
PSI's ordered 3 PSI's completed 0 Adult: 5 Juveniles: 0									
Record Checks completed 0									
INTAKES:									
Adults: 7 Juveniles: 0									
ELECTRONIC MONITORING / GPS:									
Adults: 3 Juveniles: 0									
CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:									
Police 0 Clients 3									
HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:									
Home: 10 School 0									
RESTITUTION / COMMUNITY SERVICE COMPLETED:									
Restitution collected this month: \$897.23									
Community Service collected:									

Juveniles: 0

125

Adults:

### **COMMUNITY MEETINGS ATTENDED THIS MONTH:**

5-Ford County Finance Meeting (outside r ROSC Meeting

Ford County Board Meeting

CMO Mtg

Ford County Insurance and Personnel Meeting

### TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:

**IPCSA Leadership Training** 

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

23

OFFICER CASEI	<u>.OAD</u>	<b>ADULTS</b>	JUVE	NILES	PRE-TRIALS
Jennifer Anderson		108	0		
Mallory Lithgow		41	4		
Ariel Brucker		50	1		
Sarah Uden		15	0		
Warrant Status		146	1		
INTAKES THIS	MON'	<u>ГН:</u>			
Adult:		Juvenile:			
Felony Cases	3	Probation	0		
Misdemeanors	3	Cont'd Supervision	0		
<b>DUI Cases</b>	2	Informal	1		
Traffic Cases	0	Other	0		
TOTAL	8	TOTAL	1		
<b>CONFINEMEN</b>	<u> </u>				
Juvenile Detention		0			
<b>IDOC Commitments</b>	(	0			
Group Home		Adults:	0	Juveniles: 1	
Residential Substance	Abuse	Treatment: Adults:	2	Juveniles: 0	
ADULT PROGRA	MS C	RDERED THIS	MON	<u>TH:</u>	<b>COMPLETED THIS MONTH:</b>
Alcohol / Substance A	buse A	ssessment	4		0
DUI Assessment			0		0
Alcohol / Substance A	buse T	reatment	0		0
DUI Education / Tre	atment		0		1
Victim Impact Panel			3		2
Cognitive Classes			1		0
Anger / Domestic Ab	use Cla	sses	2		0
Mental Health			1		0
Sex Offender Treatme	nt		1		0
Parenting Classes			0		0
Psychiatric / Psychological	gical A	ssessment	0		0
Traffic School			0		0

### FORD COUNTY SHERIFF'S OFFICE JULY 2024 ACTIVITY SUMMARY REPORT

### **INCOME RECEIVED**

\$85,272.00 – Boarding \$ 1,482.00 – Seized/Forfeiture Fund \$60.00 - Reports

\$ 3,333.34 - Contracts \$ 1,200.00 - Sheriff Sales \$50.00 - Arrestee Medical

\$ 2,141.80 – Inmate Phones \$ 812.50 – Civil Process

\$ 1,581.77 – Transports \$ 440.00 – Work Release

### TOTAL FOR THE MONTH FY24 TOTAL TO DATE

\$96,373.41 \$408,115.64

### TRAFFIC ACCIDENTS-07

### **WARNING CITATIONS-40**

### **TRAFFIC CITATIONS-21**

09 – Speeding 01 – No DL 05 – Suspended/Revoked DL 01 – DUI

02 – Uninsured Motor Vehicle 01 – Failure to Reduce Speed to Avoid Accident

01 – Expired DL 01 – Suspended Registration

### CRIMINAL CITATIONS-02

01 – Domestic Battery

01 – Possession of Firearm by Felon

### FIELD INCIDENT/COMPLAINT REPORTS

26 – Other Agency Assist 03 – Criminal Damage to Property

16 - Civil/Non-criminal Complaint03 - Property Standby09 - Domestic Trouble02 - Business Check09 - Investigation Follow-up02 - Court Order Violation09 - Motorist Assist02 - Attempt to Locate09 - Suspicious Activity/Person01 - Fight in Progress

09 – Traffic Complaint 01 – Theft

07 - Welfare Check01 - Stolen Vehicle07 - Trespassing01 - Missing Person07 - Suspicious Vehicle01 - Juvenile Complaint05 - Noise Complaint01 - Intoxicated Pedestrian

05 - Harassment01 - House Check05 - Animal Complaint01 - Road Hazard04 - E911 Hang-up01 - Burglary

04 – Suicide Threat 01 – Security Alarm

### CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)

Court Summons: 24/38 Warrants: 20

### FORD COUNTY INMATES TOTAL MANDAYS TO DATE-4241

Monthly Ford County Inmate Mandays: 512



July 8, 2024

Ford County, Illinois County Board Chair 200 W. State Street Paxton, IL 60957

The purpose of this letter is to provide fee proposals for the audit services for the year ended November 30, 2024, 2025 and 2026. Our fees, like those of other professional service firms, are based on the actual time spent by our staff on behalf of the Ford County and Ford County Circuit Clerk and are measured by standard hourly rates. These rates are based upon the experience levels of professionals assigned to your engagement.

Our fee estimates are based to a large extent on the quality, timeliness, and accuracy of the work papers and records that you and your staff prepare. We will prepare a detailed list of expected work papers which you will need to prepare before beginning the audits. The following are our proposed fees for the upcoming years which includes a market adjustment in the CPA profession:

Service	FY 2024	FY 2025	FY 2026
County Audit -	8		
Financial Statement Audit*	\$45,950	\$50,000	\$54,500
Single Audit (1 major program), if	5		
needed	7,000	7,000	7,000
Circuit Clerk Audit -			
Financial Statement Audit	\$10,000	\$10,500	\$11,000

<sup>\*</sup>Our fee includes the following services: Audit of basic financial statements, cash to accrual conversion, annual depreciation maintenance, CYEFR, and Comptroller report preparation.

The fee for the Circuit Clerk assumes the County will report on the Schedule of Accountabilities.

Our fee estimate represents an increase based on the average amount of actual time spent over the past 3 years and is based on conducting a "normal" audit of the accounting records of the County. It also presumes work paper preparation and other assistance from your staff, will be provided as needed. We will coordinate this work with the key members of management. The above fee would not apply to additional work required by regulatory agencies, changes in professional accounting standards, or similar unforeseen

circumstances such as significant changes to the County's state and federal grants. Should we encounter circumstances that would affect this fee, that were not in existence at the time this proposal was written, we would discuss the circumstance with you before proceeding.

In addition, the quote shall contain a maximum fee for the fiscal year in accordance with the detailed description of services required. Audit firms have the flexibility to propose whatever method of compensation that would be to the best mutual benefit of the County and the audit firm. An equitable adjustment in the proposed fee shall be negotiated if the costs or the time required for the performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the County or provisions to the effect that in the event disclosures in the audit indicate extraordinary circumstances which warrant more intensive and detailed services, the firm shall provide all pertinent facts relative to the extraordinary circumstances together with the firm's estimate of the cost of additional services to the County.

If you agree with the terms of this proposal, please sign below. For each of the respective audit years noted above, we will also submit an arrangement letter for your approval. If you have questions regarding our services, please feel free to contact Matt Schueler or Josh Faivre at 815-626-1277, or by email to <a href="mailto:mschueler@wipfli.com">mschueler@wipfli.com</a> or <a href="mailto:jfaivre@wipfli.com">jfaivre@wipfli.com</a>.

County Official	Date		
RESPONSE: This letter correctly sets forth the understan	iding of Ford C	County, Illinois.	
Wipfli LLP			
Wippei LLP			
Sincerely,			

ORDINANCE NO.
---------------

### AN ORDINANCE AUTHORIZING BOUNDARY MODIFICATIONS TO THE AREA KNOWN AS THE BLOOMINGTON-NORMAL ENTERPRISE ZONE AMENDMENT 4 - RIVIAN EXPANSION -

WHEREAS, The City of Bloomington, the Town of Normal, the County of McLean, the City of Gibson City, and the County of Ford, entered into an agreement on November 9, 2015, and adopted ordinances and resolutions establishing an Enterprise Zone including incorporated portions of the City of Bloomington, the Town of Normal, and the City of Gibson City and unincorporated portions of the County of McLean and the County of Ford; and,

WHEREAS, the Bloomington-Normal Enterprise Zone was certified by the Illinois Department of Commerce and Economic Opportunity effective January 1, 2017; and,

WHEREAS, there is a need to expand the boundary of the Bloomington-Normal Enterprise Zone to include the area as described in Exhibits A and B; and,

WHEREAS, the proposed area to be added is contiguous to the existing Bloomington Normal Enterprise Zone boundaries; and,

WHEREAS, there is adequate available acreage in the Bloomington-Normal Enterprise Zone to accommodate the expanded boundary; and,

WHEREAS, a public hearing regarding such amendments has been held as provided by law on September 22, 2023; and,

WHEREAS, this Ordinance and the related Amendment to the Bloomington-Normal Enterprise Zone Intergovernmental Agreement found in Exhibit C shall be in effect from and after their passage, approval and recording according to law.

NOW, THEREFORE BE IT ORDAINED BY THE COUNTY BOARD CHAIR AND THE COUNTY BOARD OF FORD COUNTY, ILLINOIS:

SECTION 1. The County of Ford hereby approves and concurs with expanding the boundary of the Bloomington-Normal Enterprise Zone to include those areas as described in Exhibits A and B, also referred to as Amendment 4 to the Zone.

SECTION 2. That the Chair of the Ford County Board is authorized to execute the Amendment to the Enterprise Zone Intergovernmental Agreement between the Town of Normal, the City of Bloomington, the City of Gibson City, the County of McLean, and the County of Ford (the "Enterprise Zone Intergovernmental Agreement") attached as Exhibit C.

SECTION 3. That this Ordinance shall become effective immediately upon the adoption thereof, subject to approval by the Illinois Department of Commerce and Economic Opportunity.

SECTION 4. That the County Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward one original and two certified copies of this Ordinance to the Bloomington Normal Enterprise Zone Administrator for inclusion in the Illinois Department of Commerce and Economic Opportunity's Application to Add Territory- Option 1 for its approval and to file a certified copy of this Ordinance.

ADOPTED this	day of	2024

**INSERT LOCAL SIGNATURE PANEL** 

### COUNTY OF FORD ORDINANCE AUTHORIZING BOUNDARY MODIFICATIONS TO THE AREA KNOWN AS THE BLOOMINGTON-NORMAL ENTERPRISE ZONE AMENDMENT 4 - RIVIAN EXPANSION -

### **EXHIBIT "A"**

The following parcel is requested to be added to the Bloomington-Normal Enterprise Zone as the 4th Amendment to the Zone boundaries since its inception in 2017:

PARCEL I: PIN 13-26-400-002 (130 acres more less)

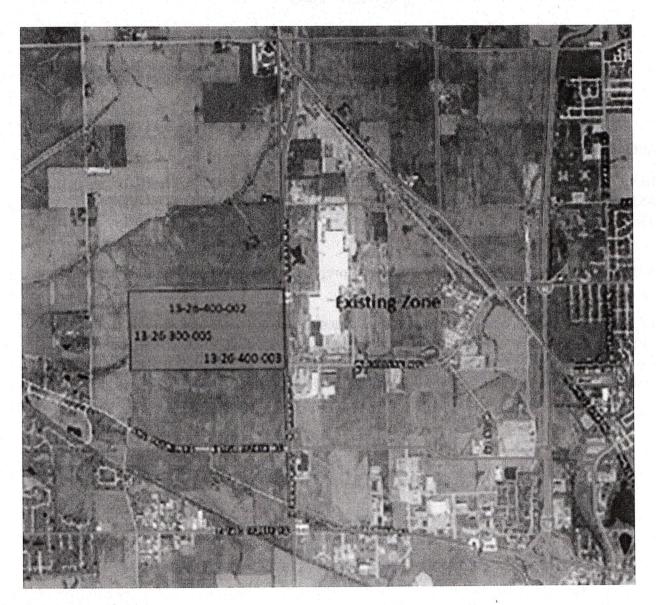
THE NORTH 130 ACRES OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL MERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS.

PARCELS 2 and 3: PIN 13-26-400-003 (95 acres more or less) & PIN 13-26-300-005 (95 acres more or less)

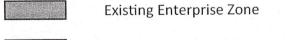
THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL ERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS, EXCEPT THE NORTH 130 ACRES OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL MERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS.

### **EXHIBIT "B"**

### BLOOMINGTON-NORMAL ENTERPRISE ZONE PROPOSED EXPANSION RIVIAN PROJECT



### Key to Map Above:



Proposed Enterprise Zone and Connectors

NOTE: Total Existing Zone Area = 14.229 square miles Proposed Enterprise Zone will add .5 Square Miles Total Area with Expansion= 14.729 Square Miles

### **EXHIBIT "C"**

### AN AMENDMENT TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

BE IT ORDAINED AND RESOLVED BY THE CITY OF BLOOMINGTON, TOWN OF NORMAL, COUNTY OF MCLEAN, CITY OF GIBSON CITY AND COUNTY OF FORD, AS PARTIES TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT ADOPTED ON THE 9TH DAY OF NOVEMBER 2015.

That said Agreement shall be amended to reflect additions to the Legal Description of the Bloomington-Normal Enterprise Zone, as defined in Amendment 4 found below:

PARCEL I: PIN 13-26-400-002 (130 acres more less)

THE NORTH 130 ACRES OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL MERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS.

PARCELS 2 and 3: PIN 13-26-400-003 (95 acres more or less) & PIN 13-26-300-005 (95 acres more or less)

THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL ERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS, EXCEPT THE NORTH 130 ACRES OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL MERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS.

(Signature page follows)

Amended the of 2024	
County of McLean	County of Ford
By:	By:
County Board Chairman	County Board Chairman
City of Bloomington	City of Gibson City
By:	By:
Mayor	Mayor
Town of Normal	
By:	
Chief Flected Official	

### **RESOLUTION 24 -**

### NOTICE FROM THE FORD COUNTY CLERK & RECORDER TO CLOSE AN ACCOUNT

**WHEREAS,** the Ford County Clerk & Recorder's Office has an account currently with the Frederick Community Bank in Paxton, IL. for the sole purpose of buying revenue stamps from the State of Illinois Dept. of Revenue and;

**WHEREAS**, the Ford County Clerk & Recorder's Office will soon be doing business with a new company for recording and the purchase of revenue stamps will be bought through an ACH account.

**THEREFORE BE IT RESOLVED,** that the account with Frederick Community Bank in Paxton will no longer be needed to purchase revnue stamps therefore the Ford County Clerk & Recorder will close said account once the transition to the new company has been finalized.

Dated 1	this Augus	st 12, 202	24			
		v 8		5 11 11 1		
Debbie	Smith					
Ford C	ounty Boa	ırd Chair	man			
Attest:	parameter and an analysis of the second of t					
	Amy Fred	derick				
	Ford Cou	ntv Clerl	к & Rec	ord	er	



### Joint Funding Agreement for Federally Funded Construction

	LOCAL PUBLIC AG	ENCY			
Local Public Agency		County		Section Number	
Ford County		Ford	21-00	21-00143-00-BR	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Nan	ne MPO TIP	Number	
LBFP Off-System	N/A	N/A	N/A		
Construction State Job Number Project Number					
C-93-006-24 W7U0(661)					
☐ Local Let/Day Labor ☐ Construction	on on State Letting   Construc	ction Engineering	Utilities R	ailroad Work	
	LOCATION		Stationi	ng	
Local Street/Road Name	Key Route	Length	From	То	
Thawville RD / 1900 N RD	FAS 0337	0.01 mile	00.15	00.16	
Location Termini					
AT Un-named Stream		· · · · · · · · · · · · · · · · · · ·			
Current Jurisdiction		Existing Structure	Number(s)		
Ford County 027-3008					
	PROJECT DESCRIP	TION			
This project consists of removal and existing approaches with an HMA suspan x 11' rise) culvert. The box culvoadway. The structure and approach	urface. The proposed structured will be 56'-0" long with a	ire will consist of a 35-degree left-for	reinforced conc	crete box (18'	
				1 , , , , , , , , , , , , , , , , , , ,	
		,			

Local Public Agency	Section Number	State Job Number	Project Number
Ford County	21-00143-00-BR	C9300624	W7U0(661)

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 the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed 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, hereby referred to as "FHWA".

### I GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 <u>Domestic Steel Requirement.</u> 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 Build America-Buy America provisions.
- 1.3 Federal Authorization. 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.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 <u>Termination</u>. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

### II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 <u>Uniform Administrative Requirements. Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)</u>. The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 <u>Bribery</u>. The LPA certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 <u>Bid Rigging. LPA</u> certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 <u>Debt to State.</u> LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 <u>Debarment.</u> The LPA certifies to the best of its knowledge and belief that it's 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

Local Public Agency	Section Number	State Job Number	Project Number
Ford County	21-00143-00-BR	C9300624	W7U0(661)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

- c. are not presently indicated 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.
- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seg.) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 <u>Criminal Convictions.</u> The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 <u>Telecom Prohibition</u>. The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
  - a. the employee, officer, board member, or agent;
  - b. any member of his or her immediate family;
  - c. his or her partner; or
  - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Local Public Agency	Section Number	State Job Number	Project Number
Ford County	21-00143-00-BR	C9300624	W7U0(661)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. See 2 CFR 200.302.

### III. AUDIT AND REGORD RETENTION

3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 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.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (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 Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention. The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract, adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records. The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 <u>Failure to maintain the books and records.</u> 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 terms of this contract.

### IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 <u>LPA Appropriation Requirement</u>. 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 Schedule 5.
- 4.3 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.
- 4.4 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.
- 4.5 <u>Final Invoice</u>: 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

Local Public Agency	Section Number	State Job Number	Project Number
Ford County	21-00143-00-BR	C9300624	W7U0(661)

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.

- 4.6 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.
- 4.7 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.

### V. THE LPA AGREES

- 5.1 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.
- 5.2 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.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 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.
- 5.10 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.
- 5.12 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.

### VI. THE STATE AGREES

- 6.1 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.
- 6.2 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.
- 6.3 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 Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
Ford County	21-00143-00-BR	C9300624	W7U0(661)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, 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.

**SCHEDULES** 

Add	ition	al information and/or sti	pulations are	e hereby atta	ched and	identified I	pelow as b	eing a part of	this agreem	ent.	
$\boxtimes$		Division of Cost									
×	2.	Location Map					T.				
Ø	3.	Risk Assessment									
Ø	4.	Attestations							kara iji 🗥 🤏	ed growing	
$\boxtimes$	5.	Resolution*									Tag Salar g . "
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<sup>\*</sup>Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Ford County	21-00143-00-BR	C9300624	W7U0(661)
AGREEM	ENT SIGNATURES EXE	ECUTION	
The LPA agrees to accept and comply with the applicable	e provision set forth in this a	agreement including attac	hed schedules.
APPROVED			
APPROVED			
Local Public Agency			
Name of Official (Print or Type Name)			
Title of Official	• • • • • • • • • • • • • • • • • • • •		
Title of Official		<del></del>	
Signature & Date			
		• **	
The above signature certifies the agency's TIN number is	3		
conducting business as a			
DUNS Number	*		
UEI			
APPROVED		v	
State of Illinois Department of Transportatio	n	u	
Omer Osman, P.E., Secretary of Transportation	Date	<del></del> .	
Ву:			
George A. Tapas, P.E., S.E., Engineer of Local Roads &	Streets Date		
Stephen M. Travia, P.E., Director of Highways PI/Chief E	ngineer Date		
Michael Prater, Acting Chief Counsel	Date		
Michael Prater, Acting Chief Counsel	Date		
Michael Prater, Acting Chief Counsel	Date		
Michael Prater, Acting Chief Counsel  Vicki Wilson, Chief Fiscal Officer	Date		

NOTE: A resolution authorizing the local official (or their <u>delegate</u>) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the <u>execution</u> of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature <u>authorization resolution</u>.

Please check this box to open a fillable Resolution form within this form.

# SCHEDULE NUMBER4

I ocal Public Agency		County	THE REAL PROPERTY.	المعتمدات والمراجع المستعددة والمراجعة المستعددة والمستعددة والمستعدة والمستعددة والمستعددة والمستعددة والمستعددة والمستعدد والمستعد	Section Number	er	State Job Number		Project Number	mber
Ford County		Ford			21-00143-00-BR	0-BR	C-93-006-24		W7U0(661)	61)
				DIVISION OF COST	OFCOST					
		Federal Funds			State Funds		Loca	Local Public Agency		
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	LBFP Off-S	\$450,000.00 100%	100%				Local	0\$	\$0.00 BAL	\$450,000.00
1										
					ī					
								2.0		
	Total	\$450,000.00		Total		,	Total		\$0.00	\$450,000.00

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

## \* Maximum FHWA (LBFP Off-Sys) Participation 100% NTE \$450,000

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 Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

# 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) or

alendar 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.

of each successive month.
due by the
Monthly Payments of
☐ METHOD B -

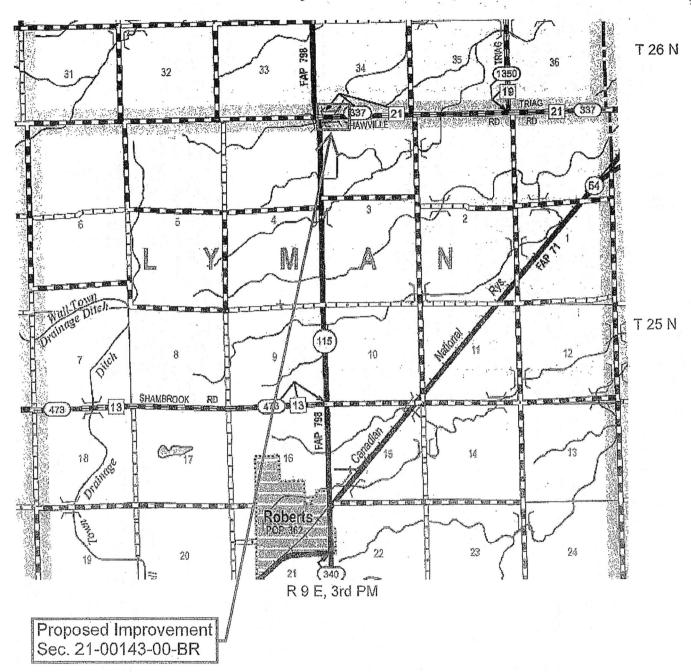
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder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

y estimated total cost multiplied by
divided t
BALANCE
PA's Share
METHOD C - L
$\boxtimes$

y 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.

### Ford County Location Map



Local Public Agency	Spot	Section Number	County	State Job Number Project Number	Project Number	
		21-00143-00-BR				
rold Coulity		10000100-12	-			1
			LRS Federal Funds RISK ASSESSMENT			
Risk Factor	Description	tion	Definition of Scale (time frames are based on LPA fiscal year)	es are based on LPA f	fiscal year)	Points
	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	r key organizational staff or odministrative Management, /Project Management, and/	<u>0 points</u> - no significant changes in the last 4 or more years; <u>1 point</u> - minor changes, but majority of key staff and officials have not changed in the last 4 years; <u>2 points</u> - significant key staff or elected leadership changes within the last 3 years; <u>3 points</u> - significant key staff and elected leadership changes within the last 3 years	t 4 or more years; 1 pc not changed in the last nanges within the last changes within the las	oint - minor changes, :4 years; <u>2 points</u> - 3 years; <u>3 points</u> - st 3 years	0
General History of tra Performance	What is the LPA's history with federal-aid transportation projects?	deral-aid funded	<u>0 points</u> - One or more federal-aid funded transportation projects initiated per year; <u>1</u> <u>point</u> - At least one project initiated within the past three years; <u>2 points</u> - AT least one project initiated within the past 5 years; <u>3 points</u> - None or more than 5 years	transportation projects the past three years; 2	s initiated per year, 1 2 points - AT least one than 5 years	0
<u>o</u> E	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	cal staff with experience nsportations through IDOT?	<u>0 points</u> - Full-time employee with experience designated as being in "responsible charge"; <u>1 point</u> - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; <u>2 points</u> - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; <u>3 points</u> - LPA staff have no prior experience or technical expertise and relying solely on consultant	noe designated as beir cal staff, but will be util technical staff oversig I be completed by consits; 3 points. LPA starg solely on consultant	ng in "responsible ilizing an engineering tht, <u>2 points</u> - LPA has sultant, but LPA staff iff have no prior	0
<u>                                     </u>	Has the LPA been untimely in submitting invoicing, repor on federal-aid projects as required in 2 CFR 200, and or audits as required?	ubmitting invoicing, reporting ed in 2 CFR 200, and or		e months; <u>2 points</u> - C	Delays of up to 1 year;	٥
<u> </u>	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	onts prepared in accordance rting Principles or on a basis ency?				0
Financial Controls	What is the LPA's accounting system?	/stem?	<u>0 points</u> - Automated accounting software; <u>1 point</u> - Spreadsheets; <u>2 points</u> - paper only; <u>3 points</u> - none	1 point - Spreadshee	ets; 2 points - paper	0
<u>α</u> 4 + 3 Ω	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	ten policies and procedures duties for fiscal activities o: a) authorization of or receipts and payments;	<u>0 points</u> - yes; <u>3 points</u> - no			0
S 0	When was the last time a financial statement audit was conducted?	ial statement audit was	0 points in the past year; 1 point - in the past two years; 2 points in the past three years; 3 points 4 years or more, or never	past two years; 2 poir	nts - in the past three	0
V V	What type of financial statement audit has the organization had conducted?	t audit has the organization	<u>0 points</u> - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards Generally Accepted Government Auditing Standards; <u>1 point</u> - Financial review?; <u>2 points</u> Other type? or no audit required; <u>3 points</u> - none	udit in accordance witi ith Generally Accepted Standards; 1 point - F points - none	th 2 CFR 200.501 or d Auditing Standards or Financial review?; 2	0
<u> </u>	Did the most recent audit disclose finding significant deficiencies or material weakn	se findings considered to be ial weaknesses?	0 points - no; 3 points - yes, or no audits required	required		0
1-	Have the findings been resolved?	7.5	0 points - yes or no findings; 1 point - in progress; 3 points - no	rogress; 3 points - no		0
	Summary of Risk	District R	District Review Signature & Date	Central Office Rev	Central Office Review Signature & Date	
General History of Performance	ormance	0				
Financial Controls					30	
Audits	Total		Additional Requirements?			

Page 9 of 11

BLR 05310C (Rev. 03/01/24)

Local Public Agency	Section Number	State Job Number	Project Number
Ford County	21-00143-00-BR	C9300624	W7U0(661)
Aftesta	SCHEDULE NUMBER 4	pliance	
1. In the prior fiscal year, did Ford County	expend mor	re than \$750,000 in federal	funds in aggregate from al
federal sources?			
☐ Yes   No			
2. Does the Ford County	anticipate expending more tr	nan \$750,000 in federal fund	ds in aggregate from all
federal sources in the current Ford County	fiscal year	ar?	
⊠ Yes ☐ No	PA		
If answers to question 1 and 2 are no, please proceed If answer to question 1 is yes, please answer question If answer to question 2 is yes, please answer question 3. A single audit must be conducted in accordance v	1 3a. 1 3b.	5750,000 or more in federal	funds are expended in a
single fiscal year.			
a. Has the Ford County	performed a single audit for	or their previous fiscal year?	
Yes ⊠ No i. If yes, has the audit be filed with the Illinois ILCS 5 & 60 ILCS 1/80)? ☐ Yes ☐ No	Office of the Comptroller in acc	cordance with 50 ILCS 310	(see also 55 ILCS 5 & 65
b. For the current fiscal year, does the Ford Co	unty	intend to comply with Sub	part F of 2 CFR 200?
⊠ Yes □ No	ĹPA		
By completing this attestation, I certify that I have auth is correct and complete to the best of my knowledge a	nority to sign this attestation on and belief.	behalf of the LPA; and that	the foregoing information
Name	Title	LPA	
Krisha Whitcomb	Ford County Treasurer	Ford County	
Signature & Date	·		
Kusha Whitreb 4-23-24			

### RESOLUTION 24-

A Resolution for:

Section No.: 21-00143-00-BR Job No.: C-93-006-24 Project No.: W7U0 (661)

WHEREAS, the County of Ford is proposing to construct a bridge on CH 21 (Thawville Road) 3 miles west of Thawville; 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 County Highway Fund 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 August 12, 2024.

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 12<sup>th</sup> day of August, 2024.

(SEAL)	
Ford County Clerk	

### A RESOLUTION AUTHORIZING THE DISPOSAL OF CERTAIN ITEMS OF PERSONAL PROPERTY

WHEREAS, the Ford County Board is entrusted with the Care and Custody of county-owned personal property (55 ILCS 5/5-1015); and

**WHEREAS**, the Board recognizes that through normal usage, deterioration and aging, most personal property will become no longer useful or necessary for the county's usage; and

WHEREAS, certain county-owned property detailed in Exhibit A attached hereto and incorporated herein (the "Property") has been determined as surplus property no longer useful or necessary for the county's usage; and

WHEREAS, the Board wishes to dispose of the Property remaining.

**BE IT RESOLVED** that the Ford County Board hereby authorizes the Ford County Sheriff to make any and all necessary arrangements to sell the Property.

**FURTHER BE IT RESOLVED** that upon such sale, the Ford County Sheriff shall deposit the proceeds of said sale with the Ford County Treasurer to be deposited into the general fund.

**FURTHER BE IT RESOLVED** that the Ford County Treasurer shall include in their monthly report following the month in which the sale is held, the proceeds from the sale.

DATE		County Board Chairman	
		•	
		County Clerk/Recorder	

### **EXHIBIT A**

- 1. 2007 Barlow Trailer: VIN # 430HD16237M022986
- 2. 2014 Ford Taurus: VIN # 1FAHP2MK1EG107133
- 3. 2011 Ford Crown Vic: VIN # 2FABP7BV6BX162974

### FORD COUNTY BOARD SPECIFICALLY FINANCE COMMITTEE MEETING MONDAY, JULY 8, 2024

The Finance Committee met on Monday, July 8, 2024, at 6:00 P.M. in the Small Courtroom in the Courthouse. Roll Call showed the following in attendance: Mrs. Smith, Mr. Aubry, and Mr. May. Also in attendance were EMA Whitebird, Ford Co. Engineer Perkinson, Chief Probation Officer Harrison, Sheriff Johnson, and Clerk & Recorder Frederick.

Mrs. C. Ihrke was seated at 6:06 P.M. Mr. Ferguson was not in attendance.

Mr. Aubry made the motion to approve the Agenda. Mr. May seconded it.

Voice Vote - Carried

At 6:06 P.M., Mrs. Smith made the motion to seat Mrs. C. Ihrke. Mr. Aubry seconded it.

Voice Vote - Carried

After the committee reviewed the submitted Finance claims, Mr. Aubry made the motion to pass all submitted Finance claims to the full board for approval. Mrs. C. Ihrke seconded it. Roll Call – Unanimous

After the committee reviewed the submitted ARPA claims, Mr. Aubry made the motion to pass all submitted Finance claims to the full board for approval. Mrs. C. Ihrke seconded it. Roll Call – Unanimous

Mrs. C. Ihrke made the motion to pass onto the full board for consideration a Resolution setting the salary for the Public Defender for July 1, 2024 to June 30, 2025. Mr. May seconded it. Roll Call – Unanimous

Mr. Aubry made the motion to pass onto the full board for consideration a Resolution dedicating ARPA Funds to Cyber Security & Managed Services. Mrs. C. Ihrke seconded it. Roll Call – Unanimous

Mr. Aubry made the motion to pass onto the full board for consideration a Resolution dedicating ARPA Funds to Public Safety Equipment. Mrs. C. Ihrke seconded it. Roll Call – Unanimous

Chairman Smith briefly discussed an extension proposed from the auditors and that Clerk & Recorder Frederick found a current resolution that the county is under with them that covers some of the extension to be extended; therefore, Treasurer Whitcomb has asked if that contract is still good. Finance will review the extension next month.

Sheriff Johnson gave a brief update on the camera project for a Safety purposes.

The committee briefly discussed that the county tax bills have been mailed.

Mr. Aubry moved to adjourn; Mr. May seconded it. Meeting adjourned at 6:37 P.M.

Voice Vote - Carried

Respectfully Submitted,

Amy Frederick Ford County Clerk & Recorder Zoning Committee Meeting Minutes, July 9, 2024

Roll Call: Ann Ihrke, Gene May, Chase McCall, Tom McQuinn

The committee voted to seat Cindy Ihrke at 3:09 pm. McQuinn made the motion and Chase seconded.

NEW BUSINESS: Ann brought a contract that she received that is from RWE. It is the Ford County official signed contract for the decommissioning for their wind farm. The contract will be given to Amy to be filed.

### **OLD BUSINESS:**

Discussions on how to proceed with the Special Use Permits for CO2 Carbon Capture, Sequestration and Pipelines. Ideas were generated and Ann will begin putting a document together for the next meeting.

Kira Ebert, Chief of staff for Jason Bunting will be getting us some answers regarding CO2 issues and emailing them to Ann. Much thanks to her.

No safety issues reported

The next meeting is scheduled for July 25, 2024 at 3:00-5:30 pm in the small Courtroom

The meeting was adjourned at 4:10. Chase made the motion and Cindy seconded.

Chairman of Zone Committee Ann Ihrke

### FORD COUNTY BOARD SPECIFICALLY INFORMATION & TECHNOLOGY COMMITTEE MEETING MINUTES THURSDAY, JULY 11, 2024

The Information & Technology Committee met on Thursday, July 11, 2024 at 9:00 A.M. in the Small Courtroom in the Courthouse. Those in attendance were Chairman Aubry, Mr. Nuss and Mrs. Smith. Also present was Jorge P. with JANO, Ross B. and Nick D. with MCS, Sheriff Johnson, Circuit Clerk Johnson Anderson, Chief Probation Officer Harrison, and Clerk & Recorder Frederick. Mrs. C. Ihrke and Mr. Vaughn were not present.

Mrs. Smith made the motion to revise the agenda by moving Executive Session pursuant to 5 ILCS 120/2(c)8 for the purpose of security procedures to respond to a reasonably potential danger to public property to above Public Comment and then to approve the revised Agenda. Mr. Nuss seconded it.

Voice Vote – Carried

At 9:06 A.M. Mr. Aubry made the motion to go into Executive Session pursuant to 5 ILCS 120/2(c)8 for the purpose of security procedures to respond to a reasonably potential danger to public property.

At 9:30 A.M. Mrs. Smith made the motion to come out of Executive Session. Mr. Nuss seconded the motion.

Voice Vote – Carried

Ross B. and Nick D. with MCS passed out an RFP for camera upgrades. After review, Mrs. Smith made the motion to accept the RFP and allow Clerk & Recorder Frederick to advertise for the bids. Mr. Nuss seconded it.

Roll Call – Unanimous

MCS also updated the committee on 2023 managed services with MCS and passed out a 3-year Agreement for Managed Services. After review, Mrs. Smith made the motion to pass the 3-year agreement onto the Finance Committee to lock in the amounts in the agreement not to exceed a 3% increase each year for managed services (not including software, hardware & subscriptions). Mr. Nuss seconded it.

Voice Vote – Carried

Mrs. Smith asked Jorge P. with JANO to discuss managed services with other Elected Officials/Dept. Heads that use JANO and to bring that to the Finance Committee and then made the motion to pass to the Finance Committee an Agreement with JANO for Managed Services. Mr. Nuss seconded it.

Voice Vote – Carried

Clerk & Recorder Frederick asked MCS & Sheriff Johnson to look into the backdoor security entrance operations for easier customer communication with security.

Chief Probation Officer Jennifer Harrison stated she has upgraded door locks on each office door in the Probation area for security purposes.

Mrs. Smith made the motion to end the meeting. Mr. Nuss seconded it. Voice Vote – Carried The meeting adjourned at 10:07 A.M.

Respectfully Submitted,

Ford County Clerk & Recorder Amy Frederick

### FORD COUNTY BOARD SPECIFICALLY FINANCE COMMITTEE MEETING TUESDAY, JULY 23, 2024

The Finance Committee met on Tuesday, July 23, 2024, at 4:00 P.M. in the Small Courtroom in the Courthouse. Roll Call showed the following in attendance: Mrs. Smith, Mr. Aubry, Mrs. C. Ihrke, and Mr. May. Also in attendance was Treasurer Whitcomb, EMA Whitebird, Jeremy P. with the Highway Dept., Mr. Ferguson was not present.

Mrs. C. Ihrke made the motion to approve the agenda as presented. Mr. Aubry seconded it.

Voice Vote – Carried

The committee went through the proposed FY 2025 Budget requests, FY 2025 levy and FY 2025 raises.

Mr. Aubry moved to adjourn, Mr. May seconded it. Meeting adjourned at 5:20 P.M.

Voice Vote - Carried

Respectfully Submitted,

Debbie Smith
Ford County Chairman of the Finance Committee

### ZONE COMMITTEE MEETING JULY 25, 2024

Roll Call - Present - Ann Ihrke, Tom McQuinn, Chase McCall

Absent - Cindy Ihrke, Gene May

Mr. McCall made a motion to approve the agenda and Mr, McQuinn seconded it .

### **Public Comment**

Ellie Ginis, Project Developer for the Earthwise Solar project made a few comments regarding last night's ZBA meeting which was recessed to August 31 at which that time the ZBA Committee members will develop their finding of facts.

New Business
Ann reiterated that the ZBA meeting of last night, (July 24, 2024) was recessed until August 31, 2024.

### Old Business

The committee members began going through a draft ordinance for Standards for a CO2 Pipeline. Kira Ebert, Chief of Staff for Representative Jason Bunting, presented information on SB 1289 regarding Hazardous Liquid Pipeline Companies and their necessity to obtain federal permits prior to ICC/IEPA approval for Hazardous Carbon Dioxide Pipelines. Mr. McCall was reluctant to continue reviewing the draft ordinance, due to the fact that county ordinances must be in line with PHMSA and ICC rules. Mrs. A Ihrke thought that the County still needs to have an ordinance written that can be edited once the rules are set by ICC and PHMSA.

Mr. Killian sent his redline review of the Battery Ordinance the morning of this meeting and will be addressed at the next meeting.

The next meeting is scheduled for August 8, 2024 in the small courtroom from 3-5:30.

The meeting adjourned at 3:55 PM. Mr. McCall made the motion and Mr. McQuin seconded the motion.

Ann Ihrke Chairman of Zone Committee