STATE OF ILLINOIS - COUNTY OF FAYETTE
APPOINTMENT OF TRUSTEE:
ST. PETER FIRE PROTECTION DISTRICT

WHEREAS, the term of Andrew Drewes, as Trustee for the St. Peter Fire Protection District, will expire as of the first Monday in May, 2021; and

WHEREAS, Andrew Drewes has fully and ably fulfilled his duties as Trustee during the period of his present term; and

WHEREAS, Andrew Drewes, has been and now is willing and qualified to be appointed to act as Trustee of the St. Peter Fire Protection District;

NOW, THEREFORE, the undersigned Jennifer Waggoner, Chairman of the County Board of Fayette County, Illinois, in which County the majority of the said Fire District and its residents are situated, does hereby appoint and designate Andrew Drewes of P. O. Box 31, St. Peter, Illinois 62880, as Trustee of the St. Peter Fire Protection District, with such appointment to be from the first Monday in May, 2021, to the first Monday in May, 2024, subject however, to his qualification and acceptance as may otherwise be required by law.

Dated at Vandalia, Fayette County, Illinois, this 9th day of April, 2021.

JENNIFER WAGGONER,
COUNTY BOARD CHAIRPERSON,
FAYETTE COUNTY, ILLINOIS

Prepared By:
PATRICK F. SCHAUFELBERGER
Reg. No. 06259949
THE
SCHAUFELBERGER
LAW OFFICES, LTD.
107 South Fourth Street
Vandalia, IL 62471-2899
Telecopier: (618) 283-1413 - Telephone: (618) 283-1411
March 10, 2021

RE: Assignment of Tax Sale Certificate of Purchase
Certificate #: 227
Parcel #: 08-21-32-426-004

Fayette County Treasurer
221 S. 7th Street
Vandalia, IL 62471

Dear Treasurer:

Village of Farina, requests an assignment of the above referenced certificate sold for the general taxes of 2018 and prior. Payment in full has been tendered for the delinquent taxes, penalties, interest and costs in the amount of $611.66.

Please present this assignment request to the County Board’s designated committee for approval. This assignment is recommended, as it results in both the immediate full return of the delinquent taxes for the taxing districts and a recovery of all costs and interest.

Additional forms and checks have been enclosed to use after approval. If you have any questions or need any assistance, please contact me, I will be glad to help.

Sincerely,

[Signature]
Keith St. Pierre
Payment Department
Fayette County Tax Agent
<table>
<thead>
<tr>
<th>Contractor ID</th>
<th>Company Name</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Contact Email</th>
<th>Bid Amount</th>
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<tbody>
<tr>
<td>3352</td>
<td>Lake Contracting, Inc.</td>
<td>4650 Stone Church Rd, Addleville, IL 62214</td>
<td>(618) 824-6522</td>
<td>(618) 824-6521</td>
<td><a href="mailto:daryl70@yahoo.com">daryl70@yahoo.com</a></td>
<td>$361,840.75</td>
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<tr>
<td>1439</td>
<td>Depew and Owen Builders, Inc.</td>
<td>301 N. Oak Street, PO Box 1252, Centralia, IL 62801</td>
<td>(618) 532-1160</td>
<td>(618) 532-0925</td>
<td><a href="mailto:ronnie@depewandowen.com">ronnie@depewandowen.com</a></td>
<td>$366,788.00</td>
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<tr>
<td>5306</td>
<td>Sammon Midwest Contracting, Inc.</td>
<td>PO Box 1555, Murphysboro, IL 62966</td>
<td>(618) 684-5500</td>
<td>(618) 684-9341</td>
<td><a href="mailto:info@sammon.com">info@sammon.com</a></td>
<td>$371,448.50</td>
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<tr>
<td>3108</td>
<td>Keller Construction, Inc.</td>
<td>22 Illini Drive, Glen Carbon, IL 62034</td>
<td>(618) 656-0033</td>
<td>(618) 656-7134</td>
<td><a href="mailto:lori.nazetta@kellerconstruction.com">lori.nazetta@kellerconstruction.com</a></td>
<td>$413,100.00</td>
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<tr>
<td>3163</td>
<td>Kinney Contractors, Inc.</td>
<td>19342 E. Frontage Rd, Raymond, IL 62560</td>
<td>(217) 229-3322</td>
<td>(217) 229-3609</td>
<td><a href="mailto:kinney@roadbuilder.net">kinney@roadbuilder.net</a></td>
<td>(No Bid)</td>
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This list is an aid and is not intended to be an all-inclusive list of potential bidders. It is the responsibility of the bidder, subcontractor or vendor to determine who is bidding on a project.
Letting Item: 123  
Route: TR 312  
Contract: 95888  
Section: 17-20129-00-BR  
Project: 1KIJI(037)  
District: 7  
County: Fayette  

Contract Description: Replace the bridge carrying TR 312 over flat creek, 5.0 miles east of Shobonier.

Plocher Construction Company, Inc.  
2808 Thole-Plocher Road  
Highland, IL 62249  
Phone: (618) 654-9408  
Fax: (618) 654-6454  
bids@plocherco.com  

(No Bid)
**Agreement For**  MFT PE

**Agreement Type**  Original

**LOCAL PUBLIC AGENCY**

<table>
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<th>Job Number</th>
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<tr>
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<td>Fayette</td>
<td>21-00131-00-DR</td>
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<th>Contact Name</th>
<th>Phone Number</th>
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<tr>
<td></td>
<td>Mike Maxey</td>
<td>(618) 283-5025</td>
<td><a href="mailto:fchd@ruralcommmail.com">fchd@ruralcommmail.com</a></td>
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**SECTION PROVISIONS**

<table>
<thead>
<tr>
<th>Local Street/Road Name</th>
<th>Key Route</th>
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<th>Structure Number</th>
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<tr>
<td>CH 1 / CH 26 / CH 14</td>
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<td>16 mi</td>
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**Location Termini**

Montgomery County Line to Ramsey; Herrick-South & Herrick-East

**Project Description**

Evaluation and Design recommendations for improvements to up to 25 culverts along the proposed section and pavement improvements at 2600N,050E.

**Engineering Funding**

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<thead>
<tr>
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<th>State</th>
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<th>State</th>
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**AGREEMENT FOR**

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

**CONSULTANT**

<table>
<thead>
<tr>
<th>Consultant (Firm) Name</th>
<th>Contact Name</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hampton, Lenzini &amp; Renwick, Inc.</td>
<td>Steve Megginson</td>
<td>(217) 546-3400</td>
<td><a href="mailto:swmegginson@hlreng.com">swmegginson@hlreng.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>3084 Adlai Stevenson Drive, Suite 201</td>
<td>Springfield</td>
<td>IL</td>
<td>62703</td>
</tr>
</tbody>
</table>

**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: Direct Costs Check Sheet
☐ EXHIBIT D: Qualification Based Selection (QBS) Checklist
☐ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
☐ Culvert condition summary sheet

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 Exhibit C).

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 D).

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 $128,000.00 (Maximum Fee $150,000)

☐ Cost plus Fixed Fee:

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 original 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 cease to be delivered to the LPA all drawings, plans, 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 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

<table>
<thead>
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<th>TIN/FEIN/SS Number</th>
<th>Agreement Amount</th>
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<tr>
<td>Hampton, Lenzini &amp; Renwick, Inc</td>
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Subcontractor Total

Prime Consultant Total $128,000.00

Total for all work $128,000.00

### AGREEMENT SIGNATURES

Executed by the LPA:

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<th>Local Public Agency Type</th>
<th>Name of Local Public Agency</th>
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<tbody>
<tr>
<td>County</td>
<td>Fayette County</td>
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By [Signature] 4-9-21

[Name and Title]

(SEAL)

Printed 03/17/21
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<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td>Senior Structural Engineer</td>
<td></td>
<td>Vice President</td>
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Consultant (Firm) Name
Hampton, Lenzini & Renwick, Inc.
EXHIBIT A

SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below:

a. Make such detailed surveys as are necessary for the preparation of detailed structure and roadway plans.

b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed culvert plans.

c. Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets. Including the following:
   • Environmental Survey Request (ESR) & Special Waste Assessment
   • Complete Wetland Impact Evaluation (WIE) for proposed improvements for limits designated in the wetland delineation provided by IDOT BD&E and coordination mitigation methods.
   • Prepare Army Corps of Engineers Permits

d. Complete pavement investigation and plan details at 2600N, 050E on CH 1.

e. Prepare Project Development Report for federal STR funding Design Approval.


g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates.

h. Furnish the LA with survey drafts in quadruplicate of right of way dedications and temporary construction easements, including prints of the corresponding plats and deeds. This work is included in proposed upper limit of compensation. The cost and number of parcels will be agreed upon with the LA.
EXHIBIT B
PROJECT SCHEDULE

Notice to Proceed: April 1, 2021
Field Survey and Data Plotting: May-June 2021
Environmental Surveys, Permitting, Project Development Report: June, 2021-February, 2022
Preliminary Designs: July 2021- November 2022
Contract Plans, Specifications and Estimates: September, 2021 - January, 2022
Project Letting: April, 2022
Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Allowable</th>
<th>Quantity</th>
<th>Contract Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks’ notice, with prior IDOT approval</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm’s policy)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Testing of Soil Samples</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab Services</td>
<td>Actual Cost (Provide breakdown of each cost)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental</td>
<td>Actual Cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Direct Costs
Exhibit D
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)
<table>
<thead>
<tr>
<th>Grade Classification of Employee</th>
<th>HLR 2021 Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$220.00</td>
</tr>
<tr>
<td>Engineer 6</td>
<td>185.00</td>
</tr>
<tr>
<td>Engineer 5</td>
<td>165.00</td>
</tr>
<tr>
<td>Engineer 4</td>
<td>155.00</td>
</tr>
<tr>
<td>Engineer 3</td>
<td>145.00</td>
</tr>
<tr>
<td>Engineer 2</td>
<td>115.00</td>
</tr>
<tr>
<td>Engineer 1</td>
<td>95.00</td>
</tr>
<tr>
<td>Structural 2</td>
<td>200.00</td>
</tr>
<tr>
<td>Structural 1</td>
<td>160.00</td>
</tr>
<tr>
<td>Technician 3</td>
<td>130.00</td>
</tr>
<tr>
<td>Technician 2</td>
<td>110.00</td>
</tr>
<tr>
<td>Technician 1</td>
<td>80.00</td>
</tr>
<tr>
<td>Intern/ Temp</td>
<td>50.00</td>
</tr>
<tr>
<td>Land Acquisition</td>
<td>145.00</td>
</tr>
<tr>
<td>Survey 2</td>
<td>135.00</td>
</tr>
<tr>
<td>Survey 1</td>
<td>110.00</td>
</tr>
<tr>
<td>Environmental 2</td>
<td>140.00</td>
</tr>
<tr>
<td>Environmental 1</td>
<td>95.00</td>
</tr>
<tr>
<td>Administration 2</td>
<td>130.00</td>
</tr>
<tr>
<td>Administration 1</td>
<td>75.00</td>
</tr>
</tbody>
</table>

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, 2021. In the event services of the ENGINEER extend beyond December 31, 2021, 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.
Dawn M. McDaid, MD FACOG
President / Medical Director
Fayette County Health Department Board

April 1, 2021

Fayette County Health Department Board and Fayette County Board Members:

Effective immediately, I resign from the county positions of President and Medical Director of the Fayette County Health Department Board and any role I have in the oversight of the DOULAS.

Respectfully Submitted,

Dawn M. McDaid, M.D. FACOG
Sandra Albright
Secretary
Fayette County Board of Health
Vandalia, IL 62471

April 1, 2021

Dawn McDaid, President
Fayette County Board of Health
416 W. Edwards
Vandalia, IL 62471

Dawn McDaid, President:

I, Sandra Albright, Secretary of the Fayette County Board of Health, am resigning from the Fayette County Board of Health.

I have had the pleasure to serve as a member of the Fayette County Board of Health for the past 18 years.

Due to unforeseen circumstances, please accept my resignation effective immediately.

Respectfully yours,

Sandra Albright
Kris Luster
1012 Lawn Lane Street
Ramsey, Illinois
62080
kluster74@gmail.com
618-780-3708

April 1, 2021

Fayette County Health Department Board
416 W. Edwards Street
Vandalia, Illinois
62080

To Whom It May Concern;

According to Jennifer Waggoner, Board Chairman of the Fayette County Board, the employees of Fayette County Health Department lack trust and confidence in the Health Department Board.

In my opinion, the way in which this matter was handled was unprofessional, biased, and unfair to all involved.

With that being stated, I hereby resign my position on the Fayette County Health Department Board effective immediately.

Sincerely,

Kris Luster
Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on March 31, 2021, by and between RuralMed LLC, of 301 N Main St, St Elmo, Illinois 62458 and Fayette County, of 221 S Seventh Street, Vandalia, Illinois 62471 for the purpose of achieving the various aims and objectives relating to the 911 Ambulance Coverage (the "Project").

WHEREAS RuralMed LLC and Fayette County desire to enter into an agreement in which RuralMed LLC and Fayette County will work together to complete the Project;

AND WHEREAS RuralMed LLC and Fayette County are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the 911 Ambulance Coverage between RuralMed LLC and Fayette County.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:
Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

a. Services to be rendered by RuralMed LLC include:
It is agreed that RuralMed LLC will be the primary emergency medical response service for Fayette County.

b. Services to be rendered by Fayette County include:

a. RuralMed LLC agrees to provide the following financial, material and labor resources in respect of the Project:
RuralMed LLC will provide emergency medical coverage for the County of Fayette in sufficient levels to meet National Guidelines for Rural Medical Response.

This is a Rocket Lawyer.com document.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract
relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term
The arrangements made by the Partners by this Memorandum shall remain in place from March 31, 2021 until April 1, 2022. The term can be extended only by agreement of all of the Partners.

Notice
Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law
This Memorandum shall be construed in accordance with the laws of the State of Illinois.

Assignment
Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment
This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.
b. Fayette County hereby agrees to provide the following financial, material and labor resources in respect of the Project:

This is a RocketLawyer.com document.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

The following Partners support the goals and objectives of the 911 Ambulance Coverage:

Signatories

This Agreement shall be signed on behalf of RuralMed LLC by Ethan Bouser, President/CEO, and on behalf of Fayette County by signing party. This Agreement shall be effective as of the date first written above.
RuralMed LLC

a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.

b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.

c. To the extent possible, each Partner will participate in the development of the Project.

d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.

e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.

f. This Memorandum will be effective upon the signature of both Partners.

g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

By: ______________________________  Date: 04/23/2021

Ethan Bousser, its President/CEO

Fayette County

signing party, its ______________________________
ORDINANCE 2021-04-08-A
Amended Animal Control Budget Appropriation Ordinance

WHEREAS, the Finance Committee of the Fayette County Board determined the amount of money estimated and deemed necessary to meet and defray the legal liabilities and necessary expenses that were anticipated to be incurred from December 1, 2020 through November 30, 2021, and listed their specific detailed general fund budget and special fund budgets by itemizing county expenditures for the fiscal year ending November 30, 2021; and

WHEREAS, the Fayette County Board concurred with the Finance Committee findings and adopted the Fayette County, Illinois Budget Appropriations and Tax Levy Ordinance for the fiscal year ending November 30, 2021, and

WHEREAS, since the adoption of the Budget Appropriation and Tax Levy Ordinance for the fiscal year ending November 30, 2021 the county in normal course of business has had movement within the budget which constitute a substantial change to cash balance or revenues; and

WHEREAS, the County Board sees fit to amend the previously approved Budget Appropriation and Tax Levy Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Fayette County Board that the following recommended budget amendments are hereby adopted for the fiscal year ending November 30, 2021.

<table>
<thead>
<tr>
<th>TRANSFER FROM</th>
<th>AMOUNT</th>
<th>TRANSFER TO</th>
<th>PURPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>071-455.16-AC Utilities</td>
<td>$1,000</td>
<td>071-455.24-AC Vehicle maintenance</td>
<td>use for AC vehicle</td>
</tr>
<tr>
<td>071-455.16-AC Utilities</td>
<td>$1,400</td>
<td>071-455.25-Equipment</td>
<td>use for AC equipment</td>
</tr>
</tbody>
</table>

ADOPTED by the County Board of the Fayette County, Illinois on the 8th day of April, 2021, upon yeas and nays as follows:

GLENDA BARTELS
KEITH COLE
MERRELL H. COLLINS
LARRY EMERICK
GLENN L. GURTNER
MATT HALL
JACOB HARRIS
DOUG KNEBEL
MACK PAYNE
ASHLEY TOWLER
JENNY WAGGONER
DEBRA L. WARNER
JAMES WEHRLE
JOE A. WILLS
APPROVED by the Chairwoman of the Fayette County Board, Illinois on the 8th day of April, 2021.

Jenny (Austin) Waggner, Chairwoman
Fayette County Board, Illinois

ATTEST:

Jessica Barker
Fayette County Clerk