COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-09-12-B

AN ORDINANCE APPROVING NEW BY-LAWS OF THE FAYETTE COUNTY BOARD

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 12th DAY OF SEPTEMBER, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 12th DAY OF SEPTEMBER, 2017
ORDINANCE NO. 2017-09-12-B

AN ORDINANCE APPROVING NEW BY-LAWS OF THE FAYETTE COUNTY BOARD

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, it is in the best interests of the County to approve the attached By-Laws (attached hereto as Exhibit A).

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the By-Laws.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman and Vice-Chairman are authorized, empowered and directed to execute the By-Laws in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman and Vice-Chairman on such Contract. Upon passage and signing of this Ordinance and the By-Laws, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the By-Laws.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.
SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of September, 2017, upon yea and nay vote as follows:

BRYCE KISTLER  Yea
JAKE HARRIS  Yea
JOHN C. DANIELS, JR.  Yea
JEFFREY BECKMAN  Yea
GLEN W. DANIELS  Yea
MARK ISAIAH  Yea
DEAN J. BERNHARDT  Yea
KEITH COLE  Yea
DARRELL SCHAAL  Yea
JENNY WAGGONER  Yea
GLENN GURTNER  Yea
TROY L. PATILLO  Resigned
WADE WILHOUR  Absent
CHAD AUSTIN  Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of August, 2017.

Jeffrey E. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

(SEAL)
BY-LAWS OF THE COUNTY BOARD
FAYETTE COUNTY, ILLINOIS

These By-Laws of the “County Board, Fayette County, Illinois”, hereafter called “Fayette County Board” or “Board”, are adopted this 12th day of September, 2018, and are intended to amend the present By-Laws, and shall supersede all previous By-Laws, Rules and Regulations of this Board. These By-Laws will be in full affect until December 8, 2018.

AUTHORITY

Fayette County was organized in 1821, and operates under a Township form of Government. Fayette County shall be governed by fourteen (14) elected County Board Members which shall constitute the Fayette County Board, with two Board Members being elected from each of the seven (7) County Districts of the County. The Fayette County Board is the governing body of County of Fayette [55 ILCS 5/2-5003] having the powers provided for by the Constitution and laws of the State of Illinois.

Section 1. QUORUM

1.1 - A Quorum of the Fayette County Board shall exist when a majority of the elected Board members are present. Hence, eight (8) of fourteen (14) elected Board members shall constitute a quorum of the full board. A majority of the assigned members present shall constitute a quorum of any standing committee. All meetings of the Fayette County Board and its sub committees shall be held in accordance with the Illinois Open Meetings Act.

Section 2. OFFICERS

2.1 - The Officers of the Fayette County Board shall be the Chairperson, Vice-Chairperson, and Secretary.

2.2 - The election of the Board Chairperson and Vice-Chairperson shall be held at the Organizational Board meeting on the first Monday in December of each even numbered year as defined in Sec 3.1, or upon the vacancy of either the position of Board Chairperson or Vice-Chairperson. Each Officer shall serve until the next Organizational Board meeting. The meeting shall be conducted according to the Constitution and laws of the State of Illinois. Re-Authorization of the Fayette County By-Laws shall be an appropriate agenda and action item of the Fayette County Board at the bi-annual Organizational Meeting.

2.3 - The procedure for electing a Chairperson of the Board is as follows: Nominations shall be made by voice nomination, and voting shall be by voice vote or show of hands, and shall conform to the requirements of the Illinois Open Meetings Act. The number of votes received by each nominee shall be revealed by the Teller, who shall be the County Clerk.

2.4 - If more than two (2) candidates are nominated for Chairperson, and none of the candidates receive a majority of the votes cast on the first ballot, the candidate receiving the least number of votes shall be withdrawn from candidacy for the next ballot. Ballot shall continue in such
manner until one person receives a majority of the votes cast. In the event of a tie of votes cast after four (4) ballots, the decision shall be made by casting lots.

2.5 - Subsequent to the election of the Chairperson, there shall immediately follow an election for the Vice-Chairperson, using the same elective process as that for the Chairperson.

2.6 - The Vice-Chairperson shall serve in the place of the Chairperson in case of absence, illness, accident, or the inability of the Chairperson to serve. In the case of the absence of the Chairperson and the Vice-Chairperson, at any meeting, the members present shall choose one of the elected Board members to serve as acting Chairperson for that particular meeting, and such acting Chairperson shall have the same rights and privileges as the Chairperson during such meeting.

2.7 - Removal of Chairperson or Vice-Chairperson.
Upon a request of a majority of members of the County Board an agenda item called “request to re-call officer of the Fayette County Board” shall be placed on the agenda for a Regular or Special meeting (section 3) of the County Board. During board action a correctly made motion naming the officer and office will be in order and recognized by the Board Chairperson. Upon second, and at the conclusion of regular debate a 2/3rd affirmative vote of the members present and voting will be required to re-call an officer of the Board. If the re-call vote is successful, the process outlined in section 2 shall be followed to elect a replacement officer.

2.8 – The County Clerk shall serve as Secretary of the Board.

Section 3. MEETINGS OF THE BOARD

3.1 – The meetings of the Fayette County Board shall be as follows:

3.2 – Organization Meeting – 1st Monday in December in all even numbered years at 7:00 PM to be convened at the Fayette County Courthouse.

3.3 – Regular Meeting – 2nd Tuesday of each calendar month, at 6:00 PM, to be convened at the Fayette County Courthouse, with the exception of the December Board meeting in all even numbered years which shall be held immediately following the Organizational meeting. Regular meetings of the Fayette County Board may be rescheduled to accommodate the needs of the County or to ensure quorum. All meetings shall conform to the Illinois Open Meetings Act.

3.4 – Special meetings of the Board may be called by the Chairperson, or upon the request of three (3) or more Board members having made petition to the Board Chairperson for such meeting.

Section 4. ORDER OF BUSINESS

The Order of business shall be as follows:

1. Call to Order.
2. Pledge of Allegiance to the Flag of our Country.
3. Roll Call of Board Members.
4. Public Comment: Related to matters listed on the agenda.
5. Presentation and approval of minutes of the previous meeting, with any corrections made as appropriate.
6. Presentations of petitions.
7. Communications.
8. Reports of Standing Committees.
11. Board Member comments and non-action items.
12. Adjourn.
13.

Section 5. RULES OF ORDER

5.1 – Every member present at the putting of a question shall vote thereon, unless there is a conflict of interest, and/or excused by the Chairperson.

5.2 – Every motion shall be submitted in writing if requested by the Chairperson or any member of the Board.

5.3 – Roll call of yea or nay shall be called upon any question pending when requested by the Chairperson of any members.

5.4 – The order of calling roll for a yea or nay vote shall be as follows. Board members shall be listed alphabetically by last name. At the first meeting of the Board requiring roll call vote, beginning with the regular meeting immediately following the Organizational meeting, the first name called for roll shall be the first name listed on the alphabetic listing of Board members, and shall proceed to call roll alphabetically by last name.

5.5 – The Chairperson of the Board shall be entitled to vote on all matters coming before the Board for vote.

5.6 – Per Diem allowance shall be paid to all Board members for all Board meetings, Committee meetings, and related committee activities. The Per Diem rate shall be set every ten (10) years by Board Resolution prior to the beginning of the fiscal year beginning in 2002. Mileage allowance shall be paid to all Board members, including the Chairperson, for travel to and from such meetings, and shall be paid at such rate as approved by the IRS for such travel.

5.7 – The Chairperson shall receive a salary set by the Board every two (2) years at the November meeting prior to the organizational meeting. Salary shall be paid monthly.

5.8 – All claims of Board members for attendance at Board meetings, committee meetings and related services shall be itemized and sworn to, and shall be subject in all respects to valid bills or claims against the County. No Board member may file a claim for a service he or she attends voluntarily. Claims will only be paid for services where the member is required or asked to attend.

5.9 – Fayette County Board members shall be permitted to file more than one claim for services rendered on any calendar day, but not to exceed two for any such day.
5.10 – All claims against the County shall not be allowed until referred to and approved by the Finance Committee, and approved by the County Board.

5.11 – The Agenda for each Board meeting shall be set by the Chairperson, and shall be available prior to the meeting.

5.12 – All resolutions or motions which call for the expending of money shall be voted by roll call of yea or nay.

5.13 – No by-law shall be altered or amended except by a two-thirds (2/3) affirmative vote of the entire Board. All resolutions to amend, add or delete any By-law of this Board shall be presented in writing at a regular meeting of the Board. Such resolution shall lay over at least one month, with action being taken at a subsequent Board meeting.

5.14 – The County employee holiday schedule will be determined by the Board at either the November or December meeting, annually.

5.15 – All appointments made for persons to serve on Governing Boards of organizations under the control of the County shall be presented by the Chairperson to the Board with action on such appointment taken at a regular meeting of the Board. A listing of such Governing Boards shall be attached at Appendix A. A listing of all appointed members shall be maintained by the Secretary of the Board.

5.16 - Meetings of the Fayette County Board shall be conducted according to Robert’s Rules of Order, except when Rules of Order of the Fayette County Board shall apply.

5.16.1 Adherence to the Illinois Open Meetings Act is paramount and will guide all official meetings. Robert’s Rules shall guide the County Board in the conduct of business to the extent that it supports good order and civility.

5.16.2 When Robert’s Rules appear to limit or frustrate the completion of county business, a motion may be made to suspend the rule. The motion must be approved by two thirds vote.

Section 6. COMMITTEE RULES

6.1 – All standing and special committees shall be appointed by the County Board Chairperson with the approval of the County Board. The Chairperson may appoint a special committee to select the members of the standing and special committees. Said committees will be presented to the County Board for approval.

6.2 – The Board Chairperson and Board Vice-Chairperson may be appointed to standing committees, and shall serve as ex-officio member of all committees. The Board Chairperson and Vice-Chairperson shall not vote at committee meetings other than at the meetings of committees to which he/she is appointed, unless his/her presence is needed to make a quorum. The Committee Chairperson must declare during the roll call of the meeting if the Board Chairperson and/or Board Vice-Chairperson is required for quorum and if they are eligible to vote on matters before the Committee.
6.3 – The first name presented on the committee shall be the chairperson of that committee.

6.4 – Before the organizational meeting of the County Board, each member may submit to the County Clerk his or her preference of committee assignments.

6.5 – The Chairperson of any standing committee, with the approval of the County Board, may create sub-committees as may be necessary to more effectively accomplish the business of such standing committee. Appointments to such sub-committees shall be made by the committee Chairperson, and shall be restricted to members of the standing committee. Sub-committees shall be responsible to the standing committee.

6.6 – Standing Committees shall meet once a month if necessary. However, the Chairperson of each standing committee is authorized to call together his/her committee when in their judgment the business of the County so requires.

6.7 – Committee reports shall include the date, time and place of such meeting(s); the members present; all money expended by the committee, which is within the amount limited by Board actions; make record of all bids received, all contracts let by the committee, and all grants and proposals to be brought before the County Board. Such committee reports shall include such narrative detail, and attached reports if any, as to fully describe the activities and decisions of the committee.

6.8 – The actions of all committees shall have the approval of the Board as a whole, unless otherwise specifically defined or authorized.

6.9 – Appointive Officers employed by the Board, and supervised by Board Committees are identified in Appendix B. Copies of employment contracts shall be maintained by the Board Secretary. In regard to employment of Appointive Officers, it shall be the duty of the responsible committee to duly advertise for an applicant for the office to be filled at least thirty (30) days prior to the time such office or officer is to be appointed by the County Board. The Committee shall report to and make a recommendation to the County Board. Such publication shall not be made where the officer is to be appointed or re-hired for successive terms. Further, when an individual is to be released or not reappointed, the Committee shall notify the County Clerk as soon as possible prior to the termination of employment of such officer.

Section 7. COMMITTEES & BOARD APPOINTMENTS

7.1 – The Standing and Special Committees of the Board shall be listed in this section including the Name of the committee, the Number of Committee Members, the frequency of its meeting.

7.2 – All committees shall meet at such time and place as convened by the Chairman. Listing of such Committees are named herein.

• Building & Grounds
• Claims
• County Liquor
• Economic Development
• E.M.A
• Extension
• Finance
• Health–TB
• Insurance & Personnel
• Judiciary
• Motor Fuel Tax
• Purchasing & Printing
• Resource
• Road & Bridge
• Rules & Regulations
• Sheriff
• Solid Waste
• Subdivision

7.3 – Board Appointments to other governing boards, commissions, and districts.

7.3.1 – The Chairperson of the County Board shall appoint members to various special districts, governing boards and organizations established by agreement. Appointments shall be made consistent with the Laws of the State of Illinois.

7.3.2 – The Chairperson of the County Board shall appoint members of the Fayette County Board to various special districts, governing boards and organizations to serve as a voting member or as a communication liaison. Appointments shall be made consistent with the Laws of the State of Illinois.

Section 8. BUDGET AUTHORITY AND AMMENDENT

8.1 The Fayette County Board is the final authority on county budgets.

8.1.1 The Finance Committee shall prepare Fiscal Year Budget Guidelines for Board approval.

8.1.2 The Board shall invite county departments to submit budget requests in accordance with approved Fiscal Year Budget Guidelines.

8.1.3 No individual may create a financial obligation upon the County without expressed permission of the County Board.

8.1.4 The Fayette County Board at the organization meeting, may grant standing authority for elected officials use of designated funds within their office. (i.e. Automation Fund, Law Library Fund, etc)

8.2 Fayette County Department Heads (Elected and Appointed) shall present budget requirements to their respective Committees and submit budget requests to the County
Administrator in accordance with the Fiscal Year Budget Guidelines provided by the Board.

8.2.1 Departments without Committee assignment will present budget requests directly to the County Administrator. Committee agreement with the department requested budget does not constitute approval.

8.3 The Fayette County Administrator shall reconcile variations from the Fiscal Year Budget Guidelines and compile the department request into draft and final documents.

8.3.1 In the absence of a County Administrator the collected department heads shall nominate a Budget Coordinator to compile department requests and prepare final documents.

8.3.2 Changes to the Committee approved draft shall be reported to the committee by the respective Department Head.

8.4 The County Administrator shall prepare and present a draft budget document to the Finance Committee for review and approval prior to presentation to the Board.

8.4.1 The Finance Committee shall forward a recommended budget to the Board for final review and approval by two thirds vote.

8.5 From time-to-time budget amendments may be necessary. The following process shall be followed:

8.5.1 Department Heads may approve budget transfer within like sub-funds. (i.e. transfer from full time salary to part time salary)

8.5.2 Committees may approve budget transfers within like funds. (i.e. transfer from one equipment fund to another equipment fund)

8.5.3 Transfers between dissimilar funds (i.e. transfer from equipment to salary) or between departments shall be presented to the Finance Committee for review and to the Board for approval by two thirds roll call vote.

8.5.4 Requests for budget increases in any form must include a demonstrated revenue source.

Section 9. County Policies

9.1 – CODE OF ETHICS

9.1.1 Every member of the County Board shall subscribe annually to a Code of Ethics as approved by this Board, and as evidenced as Appendix A. The initial
subscription to such Code shall be upon the approval of these By-Laws, and subsequently in December of each year.

9.2 – **SEXUAL HARRASSMENT**

9.2.1 It is the Fayette County’s policy that it will not tolerate or condone discrimination or harassment on the basis of race, color, religion, creed, sex, gender-identity, gender-expression, sexual orientation, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, genetic information, national origin, age, physical or mental disability, ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status, citizenship status or any other classification prohibited under federal or state law. Sexual misconduct is also prohibited. Fayette County will neither tolerate nor condone discrimination, harassment or sexual misconduct by employees, managers, supervisors, elected officials, co-workers, or non-employees with whom Fayette County has a business, service, or professional relationship. “Employee” for purposes of this policy includes any individual performing services for Fayette County, an apprentice, an applicant for apprenticeship, or an unpaid intern. Retaliation against an employee who complains about or reports any act of discrimination, harassment or misconduct in violation of this policy is prohibited. Retaliation against any employee who participates in an investigation pursuant to this policy is likewise prohibited. Fayette County is committed to ensuring and providing a work place free of discrimination, harassment, sexual misconduct and retaliation. Fayette County will take disciplinary action, up to and including termination, against an employee who violates this policy.

**Section 10. APPROVAL AND EXECUTION**

These By-Laws are approved this 12th 2017, at the City of Vandalia, Fayette County, Illinois

By: [Signature]
Chairperson of the Board

By: [Signature]
Vice-Chairperson of the Board

Attested to:

By: [Signature]
County Clerk – Board Secretary
Appendix A - Code of Ethics

The County of Fayette is committed to the highest standards of conduct by, and among, County officials in the performance of their public duties. Individual and collective adherence to high ethical standards by public officials is central to the maintenance of public trust and confidence in government.

While County officials agree on the need for proper conduct, they may experience personal conflict or differing views of values or loyalties.

In such cases, the principles contained in the Code of Ethics provide valuable guidance in reaching decisions which are governed, ultimately, by the dictates of the individual conscience of the public officials and his or her commitment to the public good.

Certain of these ethical principles are best expressed as positive statements: actions which should be taken; courses which should be followed; goals which should permeate both public and private conduct. Other principles are expressed as negative statements: actions to be avoided and conduct to be condemned.

The Code of Ethics for Fayette County Officials has been created by, and for, elected County officials. However, these principles apply to the day to day conduct of both elected and appointed officials, and to the employees of County government.

Fayette County recognizes that this Code of Ethics should serve as a valuable guide for all those in whom the public has placed its trust.

The Ethical County Official should:

- Properly administer the affairs of the County.
- Promote decisions which only benefit the public interest.
- Actively promote public confidence in County government.
- Keep safe all funds and other properties of the County.
- Conduct and perform the duties of the office diligently and promptly dispose of the business of the County.
- Maintain a positive image to pass constant scrutiny.
- Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality fiscal responsibility.
- Inject the prestige of the office into everyday dealings with the public, employees and associates.
- Maintain a respectful attitude toward employees, other public officials, colleagues and associates.
- Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interest of the County.
- Faithfully comply with all laws and regulations applicable to the County and impartially apply them to everyone.
The Ethical County Official should not:

- Engage in outside interests that are not compatible with the impartial and objective performance of his or her duties.
- Improperly influence or attempt to influence other officials to act in his or her benefit.
- Accept anything of value from any source which is offered to influence his or her action as a public official.

The ethical County Official accepts the responsibility that his or her mission is that of servant and steward to the public.

Subscribed to this __________ Day of __________, __________

By: ________________________________________________
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-09-12-C

AN ORDINANCE APPROVING TRANSFER OF PROPERTY COMMONLY KNOWN AS LOVETT CEMETERY TO WHEATLAND TOWNSHIP

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS _______ 12th _______ DAY OF SEPTEMBER, 2017

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS _______ 12th _______ DAY OF SEPTEMBER, 2017
ORDINANCE NO. 2017-09-12-C

AN ORDINANCE APPROVING TRANSFER OF PROPERTY COMMONLY KNOWN AS LOVETT CEMETERY TO WHEATLAND TOWNSHIP

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, Fayette County currently owns a cemetery lot, commonly known as Lovett Cemetery; and,

WHEREAS, Fayette County does not have a cemetery maintenance district; and

WHEREAS, Lovett Cemetery is located within the Wheatland Township, having a cemetery maintenance district; and

WHEREAS, Fayette County now wishes to convey the cemetery lot, commonly known as Lovett Cemetery, to Wheatland Township by quit-claim deed (attached hereto as Exhibit A); and

WHEREAS, it is in the best interests of the County to approve the transfer.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves transfer of the Lovett Cemetery to Wheatland Township.

SECTION 3. AUTHORIZATION TO OFFICERS.

Upon passage and signing of this Ordinance, the County Clerk shall file a certified copy of such executed documents.
SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of September, 2017, upon yea and nay vote as follows:

BRYCE KISTLER  Yea
JAKE HARRIS  Yea
JOHN C. DANIELS, JR.  Yea
JEFFREY BECKMAN  Yea
GLEN W. DANIELS  Yea
MARK ISAIAH  Yea
DEAN J. BERNHARDT  Yea
KEITH COLE  Yea
DARRELL SCHAAL  Yea
JENNY WAGGONER  Yea
GLENN GURTNER  Yea
TROY L. PATtilLO  Resigned
WADE WILHOUR  Absent
CHAD AUSTIN  Yea
APPROVED by the Chairman of the Fayette County Board, Illinois on the ___ day of September, 2017.

Jeffrey E. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

[SEAL]
To: Fayette County Board

From: Brenda M. Mathis, Fayette County Assistant State’s Attorney

Date: September 5, 2017

Re: Ordinance for Transferring Property

The following ordinance is transferring a cemetery lot from Fayette County to Wheatland Township. Fayette County does not have the ability to care for cemeteries located within it, so the individual townships have cemetery maintenance districts. In this case, the Lovett Cemetery has been cared for privately, and recently the caretaker has informed us he is unable to keep caring for it. We are transferring it to Wheatland for them to maintain the cemetery.

Sincerely,

Brenda M. Mathis
Fayette County Assistant State’s Attorney
This Indenture, Made the day of June, in the year of our Lord one thousand eight hundred and forty-six, between Henry W. Haynes, and Elizabeth Lovett, the Respective Proprietors of .5 acres of land situate, lying and being in the County of Morgan, and Township Fourth, in the State of Illinois, described as follows, to wit:

All that tract of land, situate, lying and being in said Township, and being a part of that tract of land more particularly described in the Within Deed of Mary W. Haynes, and recorded in the Records of this County on the 25th day of December, in the year of our Lord nineteen hundred and forty-two, and containing one hundred and fifty-six acres of land, more or less, containing the same, to wit:

A tract of land, situate in Morgan County, Illinois, being a part of that tract more particularly described in the Within Deed of Mary W. Haynes, and containing one hundred and fifty-six acres of land, as recorded in the Records of this County on the 25th day of December, in the year of our Lord nineteen hundred and forty-two.

To have and to hold the same, with all appurtenances, for and in consideration of .50 dollars, in hand paid by the said Henry W. Haynes, the receipt whereof is hereby acknowledged, and the said Elizabeth Lovett, the said Henry W. Haynes, and the said Elizabeth Lovett, the within and to the said Henry W. Haynes, for and in consideration of .50 dollars, in hand paid by the said Elizabeth Lovett, the receipt whereof is hereby acknowledged, and the said Henry W. Haynes, the said Henry W. Haynes, and the said Elizabeth Lovett, the said Elizabeth Lovett.

This Indenture is to be sealed and delivered on the day and year above written.

Henry W. Haynes, Proprietor.

Elizabeth Lovett, Proprietor.

Notary Public.

STATE OF ILLINOIS,

County of Morgan.

I, John R. Groff, being a Notary Public in and for said county, do hereby certify that the above and forementioned Indenture was subscribed, sealed, signed, and acknowledged in my presence, and that the said Henry W. Haynes, and the said Elizabeth Lovett, respectively, did subscribe the said Indenture, and that the said Henry W. Haynes, and the said Elizabeth Lovett, are of the age of twenty-one years, and are of full age and capacity to make and execute the same.

John R. Groff, Notary Public.

Filed for Record this day of August, in the year of our Lord one thousand eight hundred and forty-six.

D. S. Peck, Recorder.
State of California

County of Sonoma

On this third day of June, in the year One Thousand Eight Hundred and Ninety Eight before me, Isaac J. Lewis, a Notary Public, in and for the county of Sonoma, residing therein, duly commissioned, and known personally appeared, B. H. Bryant and A. G. Lewis, of Sonoma County, State of California, known to me to be the same persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the town of Healdsburg, county of Sonoma, the day and year in this certificate first above written.

Book 129 Page 104

Dated for record the 17th day of June 1878 at 6 o'clock P.M.

L. E. Mitchell, Recorder

Appointed by the said County, do hereby certify that I, L. E. Mitchell, Recorder of Deeds, in and for the said County and State of California, act in the office of Recorder aforesaid in the said County in the matter of the said record of a Deed of the Grantor to the Grantee, recorded in book 129 page 104.

And further appointed by the said County, do hereby certify that I, L. E. Mitchell, Recorder of Deeds, in and for the said County in the matter of the said record of a Deed of the Grantor to the Grantee, recorded in book 129 page 104.

In witness whereof I have hereunto set my hand and seal this:

Day of June, 1878

L. E. Mitchell

Recorder

At Sausalito, Dec.

June 15, 1878.

Finances of the Los Altos Gravestones, Inc. and Organized by:

E. H. Fulton, President.
A. G. Lewis, Treasurer.

F. W. Leider, Secretary.

Pledged to Records this 24th day of June, A.D. 1878 at 9:00 A.M.

L. E. Mitchell

Recorder
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-09-12-D

AN ORDINANCE APPROVING E-RECORDING SYSTEM THROUGH COMPUTER INFORMATION CONCEPTS, INC.

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 12th DAY OF SEPTEMBER, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 12th DAY OF SEPTEMBER, 2017
ORDINANCE NO. 2017-09-12-D

AN ORDINANCE APPROVING E-RECORDING SYSTEM THROUGH COMPUTER INFORMATION CONCEPTS, INC.

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, the County Clerk has reviewed and requested approval from the County Board of the attached Contract (attached hereto as Exhibit A); and

WHEREAS, the County Clerk is requesting an E-Recording System through Computer Information Concepts, Inc. and,

WHEREAS, this E-Recording System is used for Property Records and is integrated with the Records Management/Imaging (RMIS) System; and

WHEREAS, the County Clerk's office currently uses the RMIS system; and

WHEREAS, that said contract is for the purpose of County Clerk's business software and that the contract price of One Thousand Two Hundred and Sixty Eight Dollars ($1,268.00) will be paid out of the County Clerk's budget; and

WHEREAS, it is in the best interests of the County to approve the attached contract.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREambles.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Contract for E-Recording System through CIC, Inc.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and
directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

**SECTION 4. AUTHORIZATION TO OTHERS.** All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Agreement.

**SECTION 5. SEVERABILITY.**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 6. REPEALER.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of September, 2017, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRYCE KISTLER</td>
<td>Yea</td>
</tr>
<tr>
<td>JAKE HARRIS</td>
<td>Yea</td>
</tr>
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<td>Yea</td>
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<td>Absent</td>
</tr>
<tr>
<td>CHAD AUSTIN</td>
<td>Yea</td>
</tr>
</tbody>
</table>
APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of September, 2017.

Jeffrey E. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST

Vicky Conder
Fayette County Clerk

(SEAL)
Exhibit – B#1193-17-03
Annual Peopleware Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 2016

PRODUCTS / SERVICES TO BE PROVIDED:

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Recording Acceptance – w/&quot;CIC State Wide Software License&quot;</td>
<td>1</td>
<td>$3,095.00</td>
</tr>
<tr>
<td>CIC State Wide Software License “100% CREDIT”</td>
<td>1</td>
<td>(3,095.00)</td>
</tr>
<tr>
<td>Installation / Training – 35% Remote (8 Hours)</td>
<td>1</td>
<td>1,075.00</td>
</tr>
<tr>
<td>Corporation Service Company (CSC) CREDIT</td>
<td>1</td>
<td>(1,075.00)</td>
</tr>
<tr>
<td>Enhancements</td>
<td>1</td>
<td>220.00</td>
</tr>
<tr>
<td>Support</td>
<td>1</td>
<td>840.00</td>
</tr>
<tr>
<td>Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc. are included</td>
<td>1</td>
<td>208.00</td>
</tr>
</tbody>
</table>

TOTAL PRODUCTS / SERVICES NET PRICE                                      $1,268.00

EXPENSES

Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

Mail a signed copy of this Exhibit along with your initial payment of $634.00 to 2843 31st avenue, Greeley, Colorado 80631.

Your payment of $634.00 will then be due and payable upon our satisfactory delivery of the Products / Services.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within ninety (90) days after CIC’s receipt of the signed Exhibit and initial payment.

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: ________________________________  By: ________________________________

Computer Information Concepts, Inc.  Customer

8/21/17  9/12/2017

Exhibit Date  Acceptance Date
CIC SOFTWARE LICENSE AGREEMENT

This AGREEMENT is dated for reference purposes this 21st day of August, 2017 by and
between Computer Information Concepts, Inc., a Colorado Corporation, (hereinafter referred to
as "CIC") and Fayette County, IL, (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, CIC has developed certain computer software products described below;
and

WHEREAS, CIC and Customer desire to enter into an Agreement wherein CIC will
license the computer software products to Customer upon the terms and conditions set forth in
this Agreement.

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

1. SOFTWARE. CIC hereby licenses to Customer the use of the following property
(collectively, "Software"): (i) the computer software products described in Exhibit A; (ii)
the machine readable code; (iii) related documentation, information and derivative works;
(iv) revised and corrected versions ("Updates"); (v) enhanced and improved versions of
such programs and documentation which become available hereunder ("Enhancements");
and (vi) all copies of the foregoing, which are permitted by this Agreement.

2. OWNERSHIP. Customer acknowledges that the Software and all copyright, trade
secrets and other right, title and interest therein, are the sole property of CIC and that
Customer shall gain no right, title or interest in the Software by virtue of this Agreement
other than the nonexclusive right of use granted herein.

3. LICENSE OF SOFTWARE. In consideration of Customer’s payment of a
Software License Fee, CIC grants to Customer a perpetual, personal, non-transferable and
nonexclusive right and license to use the Software. Customer represents, warrants and
agrees that the Software will be used only as provided in this Agreement and only for the
benefit of Customer.

4. MAINTENANCE / SUPPORT. CIC shall provide to Customer such Updates and
Enhancements, if any, as are generally released by CIC to all customers from time to
time.
5. **PROPRIETARY DATA / CONFIDENTIALITY.** Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to CIC. Customer shall implement all reasonable measures necessary to safeguard CIC's ownership of, and the confidentiality of, the Software, including without limitation: (i) not to allow any person access to the Software other than its employees, agents and consultants who require such access for the performances of their ordinary services to Customer, and then only to the extent necessary to permit the performance of such services and to require, as a condition to such access, that such persons comply with the provisions of this Section 5; (ii) to cooperate with CIC in the enforcement of such compliance by Customer's employees, agents and consultants; (iii) not to permit the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (iv) not to modify, translate, disassemble, decompile or reverse engineer the Software; and (v) not to duplicate or reproduce the Software, except that Customer may make one archival copy and, if necessary, one copy to run temporarily on a replacement computer for backup in an emergency, and then in either case only if all copyright and confidentiality notices are included in the copy. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to CIC.

6. **WARRANTY AND LIMITATION OF REMEDY.** CIC warrants to Customer that the Software was independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary rights of any other party. CIC's sole obligation in respect of a breach of the foregoing warranty shall be to modify or replace, where reasonably possible, the Software so as to eliminate the infringement. Customer shall give CIC prompt written notice of any claims under the foregoing warranty.

The foregoing warranty shall not apply to the extent that any alleged infringement derives from: (1) a combination of the Software with any program, equipment or device not supplied or recommended by CIC; (2) Customer's failure to install promptly any Updates or Enhancements provided by CIC under this Agreement. CIC's liability shall not exceed the Software license fees received by CIC from Customer.

7. **TERMINATION.** If either party fails to perform its obligations as set out in this Agreement, this Agreement may be terminated upon written notice to the defaulting party. Customer shall upon receipt of such termination notice immediately: (i) purge all Software from all computer systems, storage media and other files; (ii) return to CIC all copies (including partial copies) of the Software; and (iii) certify to CIC in writing that it has complied with the foregoing obligations and has not provided total or partial copies of the Software to any third party. The expiration or termination of this Agreement for any reason shall not extinguish or diminish Customer's obligations hereunder to maintain the confidentiality of the Software, which obligation is continuing and shall survive termination of this Agreement.
8. **ASSIGNMENT.** This Agreement is personal to Customer and neither this Agreement nor any of the Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer, including to any successor-in-interest to Customer without CIC's prior written consent.

9. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

10. **STATUS.** The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer - employee relationship, a joint venture, partnership, or other association between CIC and Customer.

11. **ENTIRE AGREEMENT/MODIFICATION.** This Agreement constitutes the entire Agreement between the parties and any and all prior Software License Agreements for earlier versions of the same Computer Software Products between the parties hereto with respect to the subject matter of this Agreement are hereby canceled and terminated. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized personnel of CIC and Customer.

    IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: [Signature]
Computer Information Concepts, Inc.

By: [Signature]
Fayette County, IL
EXHIBIT A

Computer Software Products

E-Recording Acceptance – w/ “CIC State Wide Software License”
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-09-12-E

AN ORDINANCE APPROVING SERVER FARM (BACKUP SERVER) THROUGH COMPUTER INFORMATION CONCEPTS, INC.

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 12th DAY OF SEPTEMBER, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 12th DAY OF SEPTEMBER, 2017
ORDINANCE NO. 2017-09-12-E

AN ORDINANCE APPROVING SERVER FARM (BACKUP SERVER) THROUGH COMPUTER INFORMATION CONCEPTS, INC.

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, the County Clerk has reviewed and requested approval from the County Board of the attached Contract (attached hereto as Exhibit A); and

WHEREAS, the County Clerk is requesting a Server Farm (Backup Server) through Computer Information Concepts, Inc. and,

WHEREAS, this Backup Server is used to back up the computer files of the County Clerk’s Office; and

WHEREAS, the County Clerk’s office currently does not have a workable backup server; and

WHEREAS, that said contract is for the purpose of County Clerk’s business software and that the contract price of Three Thousand Eight Hundred Twenty ($3,820.00) will be paid out of the County Clerk’s budget; and

WHEREAS, it is in the best interests of the County to approve the attached contract.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Contract for Server Farm (Backup Server) through CIC, Inc.
SECTION 3.  AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4.  AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Agreement.

SECTION 5.  SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6.  REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of September, 2017, upon yea and nay vote as follows:

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<td>Yea</td>
</tr>
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<td>DARRELL SCHAAL</td>
<td>Yea</td>
</tr>
<tr>
<td>JENNY WAGGONER</td>
<td>Yea</td>
</tr>
</tbody>
</table>
GLENN GURTNER
TROY L. PATTILLO
WADE WILHOUR
CHAD AUSTIN

Yea
Resigned
Absent
Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of September, 2017.

Jeffrey E. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:
Vicky Conder
Fayette County Clerk

(SEAL)
July 20, 2017

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hardware/Supplies</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Server Farm - Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL &amp; Terminal Server) - Annual Lease / User</td>
<td>(4)</td>
<td>2,540.00</td>
</tr>
<tr>
<td>(2) Annual Lease/ User</td>
<td>(4)</td>
<td>460.00</td>
</tr>
<tr>
<td>(3) Installation / Training - 100% Remote</td>
<td>(4)</td>
<td>180.00</td>
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<tr>
<td>(4) Enhancements</td>
<td>(4)</td>
<td>640.00</td>
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<tr>
<td>(5) Support</td>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td><strong>Essential Skills Process (ESP) PEOPLEWARE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CiC invoice.</td>
<td>(1)</td>
<td></td>
</tr>
</tbody>
</table>

$3,820.00

**Total Hardware/Software/PEOPLEWARE**

$3,820.00

This proposal represents our latest available information; however, rapidly evolving technology requires the execution of price protection documents to finalize costs.

Further, the information contained in this proposal and in all attachments is confidential, privileged and/or proprietary and intended for the exclusive use of the addressee(s). Any unauthorized review, use, disclosure, replication or distribution is strictly prohibited.
Fayette County, Illinois

221 S. 7th Street
Vandalia, IL 62471
Phone: 618-283-5000
Population: 22,140  Size: II - Small

July 20, 2017

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
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<th>Subs. Years</th>
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<tbody>
<tr>
<td>On-going Cost Analysis:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Purchase Option</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CIC Initial Hardware / Software / PEOPLEWARE Agreement</td>
<td></td>
<td>$3,820.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CIC Annual PEOPLEWARE Enhancement / Support Agreement</td>
<td>Included</td>
<td>3,360.00</td>
<td></td>
</tr>
<tr>
<td>Total Hardware/Software/PEOPLEWARE</td>
<td></td>
<td>$3,820.00</td>
<td>$3,360.00</td>
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This proposal represents our latest available information; however, rapidly evolving technology requires the execution of price protection documents to finalize costs.

Further, the information contained in this proposal and in all attachments is confidential, privileged and/or proprietary and intended for the exclusive use of the addressee(s). Any unauthorized review, use, disclosure, replication or distribution is strictly prohibited.
CIC’s separate, tornado resistant, reinforced 8” concrete structure, 1 ¾ inch 600 lb. steel door Server Farm is built to withstand heavy straight-line wind forces of over 150 mph for at least 30 minutes, while continuously providing twenty-four (24) hours / day – seven (7) days / week Unlimited Remote Processing / Storage (Including MS Access, Sequel Server, Word, Excel, and PowerPoint) via two (2) redundant Internet connections / 50.0 mbps Committed Information Rate (CIR), four (4) redundant dual quad core processor host servers (32 processors total) with a total of 384GB of memory providing dedicated VMWare virtual file servers with 40TB of RAID-6 SAN Disk and on-line hot spares, including a 2 hour UPS plus an auto-switching 22,000 watt generator powered by a 500 gallon auto-switching propane powered generator that permits continued operation even in cases of prolonged public utility electric power outages. Our 24 x 7 monitoring of the Server Farm relies on an independent security system utilized by our certified technicians in addition to local and remote access to automatic alerts of hardware performance, motion, temperature, humidity, dew point and air flow. Your applications and data are also automatically backed up every night on removable disk media by a separate backup file server and immediately transported by our Server Farm’s highly trained technical staff to a secure, fireproof, off-site location.

Unfortunately, Customers with a traditional local file server solution have two unpleasant options -- Devote the countless dollars and development time required to build a secure, high-performance infrastructure like CIC’s, or make do with an affordable, but vulnerable application, data access and storage system at your site. With traditional solutions, critical applications and data may also be mistakenly stored locally on personal computers and laptops, where it can easily be stolen, misplaced, or lost through hardware and/or software failure. In addition, local file servers in vulnerable facilities are easily damaged or destroyed in the event of fires, floods, tornados, earthquakes, or other catastrophes and without proper maintenance by a costly staff of IT professionals, are subject to crashes, data corruption, and extended service interruptions, i.e. “down-time”.

Rather than expending the labor necessary to install application software and enhancements on each individual computer, your authorized Users merely log into our Server Farm to securely access their current applications and data. All software enhancements and program corrections are automatically installed and deployed from the Server Farm’s application servers, and once applied, are simultaneously available to all of your Users the moment they log on.

Multiple layers of security safeguards, including firewalls, an intrusion detection system (IDS), anti-virus software and user IDs and passwords, are specifically designed to prevent hacking and viruses that destroy or steal data. All of your applications and data “Remain your Sole Property and are never sold to, or shared with any third parties”.

Finally, CIC guarantees your Users, based on their priority, immediate / “system down” or maximum of 2, 4 or 8 hour response to any questions, problems, etc. encountered during utilization of our Server Farm.

24 Hours / Day - 7 Days / Week!!

Delivering Future Functionality TODAY!
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-09-12-F

AN ORDINANCE APPROVING THE FAYETTE COUNTY ON-LINE ACCESS AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS ______ 12th _______ DAY OF SEPTEMBER, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS ______ 12th _______ DAY OF SEPTEMBER, 2017
ORDINANCE NO. 2017-09-12-F

AN ORDINANCE APPROVING THE FAYETTE COUNTY ON-LINE ACCESS AGREEMENT

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the County Clerk is requesting an On-line Access Agreement to give individuals access to real property information (attached hereto as Exhibit A); and,

WHEREAS, it is in the best interests of the County to approve the attached contract.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Fayette County On-Line Access Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Agreement in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Agreement. Upon passage and signing of this Ordinance and the Agreement, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Agreement.

SECTION 5. SEVERABILITY.
If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 6. REPEALER.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the __12th__ day of September, 2017, upon yea and nay vote as follows:

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<td>Absent</td>
</tr>
<tr>
<td>CHAD AUSTIN</td>
<td>Yea</td>
</tr>
</tbody>
</table>

APPROVED by the Chairman of the Fayette County Board, Illinois on the __12th__ day of September, 2017.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:
Vicky Conder
Fayette County Clerk

(SEAL)
Fayette County On-line Access Agreement

This agreement, made and entered into this 12th day of September, 2017, by and between the Fayette County Recorder (hereinafter referred to as “Recorder”), and _______________ (hereinafter referred to as “Purchaser”).

WITNESSETH:

Whereas, Recorder, whose office address and location is 221 S 7th St., Room 106, Vandalia, Illinois 62471, maintains a Recorder’s Office for the County of Fayette (“County”) as required by Illinois State Statutes; and

Whereas, Recorder agrees to provide to Purchaser on-line access to images of indexes and documents pertaining to real property that have been recorded in and are maintained by the Recorder’s Office and to Recorder’s real estate search index pursuant to the terms and conditions stated in this agreement, through an interface website (hereinafter “Recorder’s hosted website”).

Whereas, Purchaser shall access the images available hereunder via Recorder’s hosted website through the use of a User Name and Password. The Recorder will provide maintenance and reasonable support for the interface website. No other services are provided under this agreement.

Whereas, Purchaser is responsible for establishing, providing, and maintaining its own connection to the Recorder’s hosted website. For optimum search and display results, it is recommended that Purchaser provide internet connection of at least 256kbps upload and 512kbps download speeds.

Whereas, the images of the index and documents accessible hereunder may not be true, complete, and accurate. They are a working copy of the original index and documents maintained in the Recorder’s Office and that working copy is subject to error and omission and to future and constant change, modification, correction and updating. Purchaser will indemnify and hold harmless hereunder the Recorder for any third party claims that Purchaser has violated this agreement.

Whereas, the Recorder has the authority to enter into on-line access contracts and provide access to the foregoing records pertaining to real property recorded in the
Recorder's Office and the Recorder accepts responsibility for the daily management of this agreement; and

Whereas, the Recorder maintains certain records, including but not limited to mortgages, real estate deeds, Uniform Commercial Code statements, and other records on paper copies, in microfilm libraries, and in some cases in digital format in computer databases which are generally available to the public with the exception of information contained therein the release of which would be an unwarranted invasion of personal privacy; and

Whereas, Purchaser is desirous of obtaining on-line access to records pertaining to real property at a price sufficient to permit the Recorder to recover its costs of labor and materials as well as depreciation of equipment; and

Now, therefore, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the Recorder and the Purchaser agree as follows:

1. **PURCHASER RESPONSIBILITIES**

   Purchaser agrees:

   a. That the receipt of copies of redacted data is a privilege and not a right and that the use or misuse of the redacted documents for unlawful purposes may result in the revocation of access of Purchaser at any time.

   b. That receipt of authorized copies of data provides no right to ownership of the records at any time.

   c. To abide by the Recorder's reasonable regulations which may now be in force of effect or which may in the future become effective; and

   d. Purchaser will not sell, distribute, or otherwise provide copies of documents by any means to any entity whether a subsidiary, parent corporation, affiliated entity or any other person, organization, or entity.

   e. Purchaser will not sell, give or receive for the purpose of selling or offering for sale any property or service to any person listed therein, any list of names and addresses contained in or derived from public records.

   f. Purchaser is solely responsible for its activities hereunder. Purchaser is also solely responsible for any unauthorized access or use, by means of Purchaser's password, username, or account; and shall hold harmless and
indemnify the Recorder for any claims made based on such unauthorized use or access. Purchaser agrees that it will not act hereunder for any illegal purpose, in infringement of copyright, trademark, intellectual property or proprietary rights or laws, or in any manner for any purpose that interferes with or disrupts other users, services, or equipment.

2. **UNENFORCEABLE PROVISIONS**

If any provision of this agreement should be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected, but shall remain in full force and effect.

3. **INTERRUPTION OF SERVICE**

Recorder shall use reasonable efforts to provide adequate and uninterrupted service under the terms hereof. However, the Recorder, the County, its officers, employees and agents, shall not be liable for interruption of service or delays in providing images when the same shall be due to circumstances beyond the control of the Recorder, its agents, or employees, including but not limited to equipment malfunction and periodic maintenance of Recorder’s Office document storage system. Periodic maintenance shall take place whenever deemed necessary at the sole discretion of the Recorder.

4. **NOTICES**

All notices shall be in writing and shall be directed to the parties hereto as shown below:

To the County: Fayette County Recorder  
Fayette County  
221 S 7th St Rm 106  
Vandalia, IL 62471

To the Purchaser: As per the address indicated on signature page

5. **TERM AND TERMINATION**

a. **Term:** The term of this agreement shall commence as of the first day of the month following the day of its execution by both parties and extend through and including one calendar year from that date, unless terminated for breach, default, or convenience, as set out herein. If Purchaser desires to terminate, they must provide Recorder written notice 30 days in advance of the termination date. No refunds shall be made if termination is by purchaser. Recorder may terminate at any time, as provided herein. If the Recorder terminates the agreement, a pro-rated refund shall be given Purchaser representing that unused portion of the fees paid based upon the number of
months remaining in the agreement of the effective date of termination. Termination shall not relieve party of its obligations incurred prior to the effective date of the cancellation. Thirty (30) days written notice to the non-terminating party is required. This contract shall renew at the yearly execution month unless terminated by either party prior to renewal, for successive one year periods.

b. **Termination for Cause** If Purchaser shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if Purchaser shall violate any of the terms, covenants, conditions, or stipulations of the agreement, Recorder shall thereupon have the right to terminate the agreement by promptly giving written notice to Purchaser of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the agreement and any appendices, exhibits, or amendments thereto, if any. Notwithstanding the above, Purchaser shall not be relieved of liability to Recorder by virtue of any breach of the agreement by Purchaser.

c. **Termination for Convenience** Recorder may terminate the agreement for convenience in whole or in part, upon thirty (30) days written notice to Purchaser, stating the effective date of the termination for convenience.

d. **Payment Calculation Upon Termination** In the event of termination under the agreement by either party, any amount owed the other party will be calculated based solely upon payment for fair value of acceptable services provided by the other party under the payment terms of the agreement, to the point of termination, which fair value is not the subject of a good faith dispute.

6. **OPEN RECORDS RESTRICTIONS – APPLICATION TO PURCHASER**

   Purchaser agrees that if use or access to any of the records or documents furnished under this agreement is limited under Illinois law, Purchaser’s signature to this agreement is intended by Purchaser to be its certification that:

   a. Purchaser has a right of access to those records under existing law; and

   b. Purchaser does not intend to, and will not: (i) use any list of names or addresses contained in or derived from those records, documents, or information for the purpose of selling or offering for sale any property to any person listed or to any person who resides at any address listed; or (ii) sell, give or otherwise make available to any person any list of names or addresses contained in or derived from the records, documents, or information for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed.
7. **OPEN RECORDS RESTRICTIONS – APPLICATION TO PURCHASER’S EMPLOYEES AND AGENTS**

Purchaser’s obligations described in paragraph 6 herein apply to all of Purchaser’s employees and agents with access to the records, documents, or information provided pursuant to this agreement.

8. **VIOLATIONS OF OPEN RECORD RESTRICTIONS – BREACH OF AGREEMENT**

Failure of Purchaser or its employees and agents to comply with provisions 6 or 7 shall constitute a breach of this agreement allowing the Recorder to terminate the agreement for cause.

9. **METHOD OF PROVIDING RECORDS**

Recorder agrees to furnish on-line access to Recorder’s documents recorded in the Recorder’s Office to the Purchaser. Recorder information will be available via an internet web browser interface from the Recorder’s server as the documents are made available through the web interface. The ability to provide access to the Recorder’s server is dependent upon the Recorder’s relationship with third party vendors who provide physical data lines and access to the internet. If the Recorder’s connection to the internet is down, or other technical problems prevent Purchaser from receiving the desired images through the internet, the Purchaser may contact the Recorder to arrange an alternative method. Recorder’s obligation to provide access hereunder is subject at all times to the obligation of Recorder to fulfill their office’s statutory duties, and Purchaser’s rights under this agreement are subservient and subject to all statutory duties of the Recorder.

10. **TRAINING OF PURCHASER’S EMPLOYEES**

Purchaser agrees to provide training to its employees on the accessing of Recorder’s information via the internet. Recorder will not provide such training to the Purchaser’s employees.

11. **PAYMENT BY PURCHASER**

**Select an Option:**

a. Purchaser agrees to pay the Recorder $244.00 per month or a yearly payment can be made up front of $2,781.60 which includes a 5% discount for a one time yearly payment. Such fees are to be paid upon execution of this agreement. The above fees shall entitle the Purchaser to copy a maximum of 500 images/documents per month. Additionally, Purchaser agrees to pay
Recorder the sum of $2.00 for each page for all copies made in excess of the 500 images/documents. Additional pages will be billed monthly.

OR

b. Purchaser agrees to pay the Recorder $137.25 per month or a yearly payment can be made up front of $1,564.65, which includes a 5% discount for a one time yearly payment. Such fees are to be paid upon execution of maximum of 250 images per month. Additionally, Purchaser to copy a maximum of 250 images per month. Additional, Purchaser agrees to pay Recorder the sum of $2.00 for the first image and $.50 for each image for all copies made in excess of the 250 images. Additional images will be billed monthly.

OR

c. Purchaser agrees to pay the Recorder $58.56 per month or a yearly payment can be made up front of $667.58, which includes a 5% discount for a one time yearly payment. Such fees are to be paid upon execution of this agreement. The above fees shall entitle the Purchaser to copy a maximum of 100 images per month. Additionally, Purchaser agrees to pay Recorder the sum of $2.00 for the first image and $.50 for each image for all copies made in excess of the 100 images. Additional images will be billed monthly.

12. **DELAY IN PROVISION OF RECORDS**

Purchaser acknowledges that the receipt of information in the fashion contemplated by this agreement is subject to sudden and unforeseen technical difficulties beyond the control of the Recorder, and that there may at times be inconvenience and delays to Purchaser.

a. In no event shall Recorder become liable to Purchaser, users of the data provided hereunder, or any other person or entity, for any loss or damage, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data provided hereunder, or for Recorder’s failure to transmit a copy of a particular document.

b. Purchaser agrees to indemnify, defend, and hold harmless County, its officers, employees, or agents and Recorder (and that office’s employees or agents) for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data provided hereunder, the use of the data provided hereunder, the use of the data provided hereunder, or failure to send the data provided hereunder. The images provided are copies, are subject to error and omission, and are not guaranteed or represented to be true, complete or correct.
13. **ASSIGNMENT PROHIBITED WITHOUT PRIOR CONSENT**

Purchaser shall not assign or transfer any interest or obligation in this agreement without written consent of the Recorder. Purchaser is hereby granted a non-exclusive, non-transferable license to access certain records of the Recorder, in accordance with the terms of this agreement.

   a. This agreement shall not be construed to authorize Purchaser to make duplicates or copies of any material received pursuant to this agreement and any such copies or duplicates made by Purchaser shall be at Purchaser's sole risk and expense.

   b. Purchaser agrees that the information obtained under this agreement shall be used solely by the Purchaser for normal business purposes. Purchaser also agrees to limit the use of information provided it to only those activities for which public records are lawfully available for inspection and use.

14. **STATUTORY CONFORMITY AND BUDGET LAWS**

The right of the Recorder to enter the agreement is subject to the provisions of statutes of the State of Illinois. The agreement shall be construed and interpreted so as to ensure that the Recorder shall at all times stay in conformity with such laws, and as a condition of the agreement the Recorder reserves the right to unilaterally terminate the agreement at any time if, in the opinion of its legal counsel, the agreement may be deemed to violate the terms of such law.

15. **AGREEMENT WITH ILLINOIS LAW**

It is agreed by and between the parties that all disputes and matters whatsoever arising under, in connection with or incident to this agreement shall be litigated, if at all, in and before the Circuit Court located in the State of Illinois, County of Fayette, or if in Federal Court, at a Federal Court located in the Southern District of Illinois, to the exclusion of the Courts of any other states or County. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Illinois.

16. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATIONS**

If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of any expenses or charges hereunder beyond the current fiscal year, Recorder may terminate this agreement at the end of its current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the Recorder or the Purchaser.
17. COMPLIANCE WITH APPLICABLE LAWS – SERVICE STANDARDS – PROCEDURES

a. Service Standards and Procedures: Purchaser shall perform the services set forth in the agreement in compliance with applicable standards and procedures specified in the agreement.

b. Compliance with Law: Purchaser shall comply with all applicable local, state, and federal laws and regulations, in carrying out the agreement, regardless of whether those legal requirements are specifically referenced on the agreement.

18. DELIVERY DATE OF NOTICES, BILLS, INVOICES, AND REPORTS

Notices, bills, invoices, and reports required by this agreement shall be deemed delivered as of the date of the mailing.

19. ACCEPTANCE OF PAYMENT – NO WAIVER OF BREACH

In no event shall the acceptance of any payment required by this agreement constitute or be construed as a waiver by Recorder of any breach of the covenants of this agreement or a waiver of any default of Purchaser and the acceptance of any such payment by Recorder while any such default or breach shall exist shall in no way impair or prejudice the right of Recorder with respect to recovery of damages or other remedy as a result of such breach or default.

20. ACCEPTANCE OF CONTRACT

This agreement shall not be considered accepted, approved or otherwise until the required approvals and certifications have been given and this is signed by the Recorder.

21. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Recorder has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the Recorder shall not be liable for attorney fees to Purchaser for any reason.

22. REPRESENTATIVE’S AUTHORITY TO SIGN

By signing this agreement, the representative of Purchaser thereby represent that such person is duly authorized by Purchaser to execute this document on behalf of the Purchaser and Purchaser agrees to be bound by the provisions thereof.
23. **RESPONSIBILITY FOR TAXES**

The Recorder shall not be responsible for, nor indemnify Purchaser for, any federal, state, or local taxes that may be imposed or levied upon the subject matter of this agreement.

24. **NO INSURANCE PROVIDED BY RECORDER**

The Recorder shall not be required to purchase any insurance against loss or damage to any personal property to which this agreement relates, nor shall this agreement require the Recorder to establish a “self-insurance” fund to protect against any such loss or damage. Purchaser shall bear the full risk of any loss or damage to any personal property to which purchaser holds title.

25. **PUBLIC DOCUMENTS**

It is agreed that the agreement, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Marion County Recorder, and will be open to public inspection.

26. **MERGER, SALE, OR TRANSFER OF PURCHASER ASSETS**

Purchaser shall notify Recorder in writing at least thirty (30) calendar days in advance of Purchaser’s merger with any other business entity, or of any sale or other transfer of Purchaser’s assets to any other business entity. In the event of any such pending merger, sale, or other transfer of Purchaser assets, this agreement is immediately terminable, solely at Recorder’s option.

27. **SOCIAL SECURITY NUMBERS**

Purchaser acknowledges that Federal law restricts access to and use of social security numbers and that social security numbers may only be used as permitted by Title IV-D of the Federal Social Security Act and amendments thereto or as permitted by section 7(a) of the Federal Privacy Act of 1974 and amendments thereto. Purchaser agrees to notify Recorder of any images found in Recorder’s on-line documents to contain a social security number.

28. **IMPROPER ACCESS TO INFORMATION BY PURCHASER**

If Purchaser obtains electronic access hereunder to information, images or data forbidden by any provision of the agreement, Purchaser shall immediately return to Recorder or destroy such image or information along with any copies in its possession, and immediately notify Recorder, in writing, of both the improper access and the destruction. If Recorder first learns of Purchaser’s improper electronic access as described in the foregoing sentence, the Recorder or Recorder’s staff shall immediately notify Purchaser, and Purchaser shall take immediate steps to comply with Recorder’s
instructions regarding return or destruction of the electronic information and all copies thereof is possession, custody or control of Purchaser.

29. **AGREEMENT SUPERSEDES**

The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

30. **SURVIVABILITY**

The following numbered terms (including all subparagraphs thereof) of this agreement shall survive its termination: 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 21, 22, 23, 24, 25, 27, 28, 29, 30.

IN WITNESS WHEREOF, Recorder and Purchaser have executed this agreement as of the day and date by which all parties hereto have affixed their respective signatures.

**RECORDER:**

BY: 

[VICKY L CONDER]
Fayette County Clerk & Recorder
Fayette County, Illinois

**PURCHASER:**

Company Name

BY:

Name / Title

Address

City / State / Zip
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-09-12-6

AN ORDINANCE APPROVING BID FOR OUTSIDE CONSTRUCTION ON THE COURTHOUSE

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 12th DAY OF SEPTEMBER, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 12th DAY OF SEPTEMBER, 2017
ORDINANCE No. 2017-09-12-G

AN ORDINANCE APPROVING BID FOR OUTSIDE CONSTRUCTION ON COURTHOUSE

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the Fayette County Clerk’s Office has requested bids for outside construction on the Fayette County Courthouse, and has received two bids, the lowest of the two bids being Lester Construction at the contract price of $119,500.00; and

WHEREAS, it is in the best interests of the County to approve the contract with Lester Construction.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Contract between Fayette County and Lester Construction.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary,
appropriate or convenient to effectuate the purposes of this Ordinance and complete the
execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the
invalidity of such section, paragraph, clause or provision shall not affect any of the other
provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of
this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of
September, 2017, upon yea and nay vote as follows:

BRYCE KISTLER          Yea
JAKE HARRIS           Yea
JOHN C. DANIELS, JR.   Yea
JEFFREY BECKMAN       Yea
GLEN W. DANIELS       Yea
MARK ISAIAH           Yea
DEAN J. BERNHARDT    Yea
KEITH COLE            Yea
DARRELL SCHaal       Yea
JENNY WAGGONER       Yea
GLENN GURTNER        Yea
TROY L. PATTILLO     Resigned
WADE WILHOUR         Absent
CHAD AUSTIN          Yea
APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of September, 2017.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Gonder
Fayette County Clerk

[SEAL]