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

Resolution No: 2019-03-12-A  MFT Salary Section No: 19-00000-00-CS  Section No: [Blank]

WHEREAS, the County Board of Fayette County has adopted a resolution establishing the salary of the County Engineer to be 100% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Fayette County has entered into an agreement from 04/21/17 to 04/20/23 execution date to ending date with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

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

One Hundred Six Thousand and no/100 Dollars ($106,000.00) from the County's

Motor Fuel Tax Fund for the purpose of paying the County Engineer's salary from 05/01/19 to 04/30/20 and, beginning date to ending date

BE IT FURTHER RESOLVED, that the Fayette County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Fifty One Thousand Eight Hundred Four and no/100 ($51,804.00) of Federal Surface Transportation Program funds allocated to Fayette County to the Department of Transportation in return for an equal amount of State funds; and

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

Two Thousand Three Hundred Ninety Two and no/100 Dollars ($2,392.00) from the County's

Motor Fuel Tax Fund for the purpose of paying the County Engineer's expenses from 05/01/19 to 04/30/20 . beginning date to ending date

I Vicky L. Conder Name of Clerk
County Clerk in and for said County of Fayette in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Fayette County at a meeting held on 03/12/19 . date

I certify that the correct TIN/FEIN number for Fayette County is 37-6000800 Legal Status: Governmental. TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12th day of March, 2019 . Day Month, Year

(SIGNATURE)

APPROVED

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

For resolutions involving a transfer of STR funds:

Randall S Blankenhorh Secretary of Transportation

For resolutions not involving a transfer of STR funds:

Regional Engineer, IDOT

BY: Erin Aleman
Director, Office of Planning & Programming

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

Printed 02/06/19
BLR 09221 (Rev. 09/04/18)
PRELIMINARY ENGINEERING SERVICES AGREEMENT

LOCAL AGENCY
County: Fayette
Township:
Section: 19-00128-00-BR
Route: FAS 711 (CH 28)

CONSULTANT
Name: Hampton, Lenzini and Renwick, Inc.
Address: 3085 Stevenson Drive, Suite 201
City: Springfield
State: Illinois, 62703

THIS AGREEMENT is made and entered into this 12th day of March, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name: Box Culvert Replacement on Altamont Road
Route: FAS 711 / CH 28 Length 0.2 miles Structure No. 026-5017 Ex.
Termini 4.5 miles North of Farina; S 1/2, Sec. 4, T 5 N, R 4 E, 3rd P.M

Project Description: Double box culvert (SN 026-5017) replacement, traffic barrier terminals and roadway approach improvements.

DEFINITION

DEPARTMENT ................................................ Illinois Department of Transportation
THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described and more detailed in the attached scope of work:

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

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

   c. (X) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

   e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.

   f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types), Bridge Condition Report and high water effects on roadway overflows and bridge approaches.

   g. (X) 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. (X) 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.

   i. (X) Assist the LA in interpretation of the contractor’s proposals and address construction and bidding questions.

   j. (X) 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.
k. (X) Attend the IDOT/FHWA Coordination Meeting and prepare the Project Development Report when required by the DEPARTMENT.

2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.

3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.

4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay for all services stipulated under paragraph 1a, 1b, 1c, 1e, 1f, 1g, 1h, 1i, 1j, 1k and 2, 3, 4 and 6 of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1a, 1b and 1c. "Cost to ENGINEER" shall be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The upper limit of compensation for all services as described in this Section shall be $32,000.00.

The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.
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<tr>
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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, 2019. In the event services of the ENGINEER extend beyond December 31, 2019, 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.

2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed.

3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 1 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

4. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.
IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.

3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

4. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA: Fayette County of the State of Illinois, acting by and through its County Board

ATTEST:

By [Signature]
County Clerk
(SEAL)

Title: County Board Chairman

Executed by the ENGINEER: Hampton, Lenzini and Renwick, Inc.

ATTEST:

By [Signature]
Joseph Frazee, P.E.

By [Signature]
Steven W. Megginson, P.E., S.E.
Vice President

Approved

Date
Department of Transportation

Regional Engineer

(SEAL)
HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the 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 or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other 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 a contract or grant of $5,000 or more from the State.

1. Publishing a statement:
   a. 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.
   b. Specifying the actions that will be taken against employees for violations of such prohibition.
   c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      (1) abide by the terms of the statement; and
      (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:
   a. the dangers of drug abuse in the workplace;
   b. the grantee's or contractor's policy of maintaining a drug free workplace;
   c. any available drug counseling, rehabilitation and employee assistance programs; and
   d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (c) of paragraph c of subsection 1 from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. 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.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Hanwick, Inc.
Printed Name of Organization

Signature of Authorized Representative

Steven W. Megginson, Vice President
Printed Name and Title

31-255986
Requisition/Contract/Grant ID Number

1/2/2019
Date
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2019-03-12-B

AN ORDINANCE APPROVING FAYETTE COUNTY JOINING THE FAYETTE COUNTY CHAMBER OF COMMERCE

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS _______ 12th ________ DAY OF MARCH, 2019

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS __________________ Day of March, 2019
ORDINANCE NO. 2019-03-12-B

AN ORDINANCE APPROVING FAYETTE COUNTY JOINING THE FAYETTE COUNTY CHAMBER OF COMMERCE

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 is not currently a member of the Fayette County Chamber of Commerce; and

WHEREAS, Fayette County wishes to join the Chamber of Commerce as a member (Application attached hereto as Exhibit A); and

WHEREAS, the annual fee for joining the Chamber of Commerce would be $400.00.

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 Fayette County joining the Fayette County Chamber of Commerce and the annual payment of $400.00.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman and Vice-Chairman are authorized, empowered and directed to execute the Application 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 Application. Upon passage and signing of this Ordinance and the Amended 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 Application.

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 March, 2019, upon yea and nay vote as follows:

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<th>Name</th>
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<tr>
<td>BRYCE KISTLER</td>
<td>aye</td>
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<td>JAKE HARRIS</td>
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<td>JEFFREY BECKMAN</td>
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<td>CHAD AUSTIN</td>
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APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of March, 2019.

Jeffrey E. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Onder
Fayette County Clerk

[SEAL]
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2019-03-12-C

AN ORDINANCE APPROVING THE PREVAILING WAGE

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 12th DAY OF MARCH, 2019

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS DAY OF MARCH, 2019
ORDINANCE NO. 2019-03-12-C

AN ORDINANCE APPROVING THE PREVAILING WAGE

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 State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, being 820 ILCS 130/1-12; and

WHEREAS, the aforesaid Act requires the County of Fayette to investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said County employed in performing construction of public works, for said County; and

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

SECTION 1.

The foregoing recitals are hereby adopted and incorporated as though fully set forth herein.

SECTION 2.

To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, Village or any public body or any political subdivision or by anyone under contract for public works" as approved June 26, 1941, as amended, the general rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works under the jurisdiction of the County of Fayette is hereby ascertained to be the same as the prevailing rate of wages for construction
work in the County of Fayette as determined by the Department of Labor of the State of Illinois as of January 2019, a copy of that determination being attached hereto as Exhibit A.

SECTION 3.

Nothing therein shall be construed to apply said prevailing rate of wages herein ascertained to any work or employment except public works of this County to the extent required by the aforesaid Act.

SECTION 4.

All contracts entered into by the County which provides that the contractor shall pay the prevailing minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project shall be subject to the provision of this Ordinance.

SECTION 5.

The County Clerk shall publicly post or keep available for inspection by any interested party in the main office of the County this determination of such prevailing wages.

SECTION 6.

The County Clerk shall mail a copy of this determination to any employer and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of works whose wages will be affected by such rates.

SECTION 7.

The County of Fayette shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 8.

The County Clerk shall cause a notice to be published in a newspaper of general circulation within the area that the determination of prevailing rate of wages has been made. Said notice shall conform substantially to the notice hereto attached. Such publication shall constitute notice that this is the determination of the County of Fayette and is effective.
ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of March, 2019, upon yea and nay vote as follows:

BRYCE KISTLER  nay
JAKE HARRIS    nay
JOE A. WILLS   nay
JEFFREY BECKMAN nay
GLEN W. DANIELS yea
DEBRA L. WARNER nay
DEAN J. BERNHARDT nay
KEITH COLE    nay
DARRELL SCHAAL nay
JENNY WAGGONER nay
GLENN GURTNER  nay
GLENDRA J. BARTELS nay
MERRELL H. COLLINS nay
CHAD AUSTIN   nay

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of March, 2019.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk
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Pension Vacation Training Other fringe benefit