

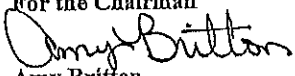
AMY BRITTON
COUNTY CLERK/RECORDER
CLAY COUNTY
P.O. BOX 160
LOUISVILLE, IL 62858
PHONE (618) 665-3626
Fax (618) 665-3607

CLAY COUNTY BOARD MEETING
AUGUST 8, 2023 AT 6:00 P.M.

AGENDA

1. CALL TO ORDER by *JOE GOODMAN*, CHAIRMAN
2. PLEDGE TO THE FLAG
3. INVOCATION
4. ROLL CALL, by *AMY BRITTON*
5. ACKNOWLEDGE GUESTS, AGENDA CHANGES AND APPROVAL
6. PUBLIC COMMENTS
7. APPROVAL OF JULY 11, 2023 COUNTY BOARD MEETING MINUTES
8. CLAIMS COMMITTEE REPORT
 - A. Discuss and/or Approve Paid and Unpaid Claims
9. CLAY COUNTY HEALTH DEPARTMENT, *JEFF WORKMAN*
 - A. Board of Health Report
 - B. Discuss and/or Approve 2024 Budget
 - C. Consider Appointment of Chris Boyd to the Clay County Board of Health
 - D. Consider Appointment of Joe McCoy to the Clay County Board of Health
10. CLAY COUNTY HOSPITAL, *BOB SELLERS*
 - A. Hospital Report
 - B. Discuss and/or Approve Medical Staff Credentials
 - C. Discuss and/or Approve Provider Purchase Agreement (\$100,000)
11. SHERIFF, *ANDY MYERS*
 - A. Sheriff's Report
 - B. Discuss and/or Approve to Authorize Sheriff to Replace Air Conditioning in Upstairs Court Without Bids Due to Emergency Circumstances Without Bids Pursuit to 55 ILCS 5/5-1002(a)(2)

- 12. **CIRCUIT CLERK, CRYSTAL BALLARD**
 - A. Discuss and/or Approve 2024 Holiday Schedule
- 13. **TREASURER, STACEY ALLEN**
 - A. Monthly Report
- 14. **COUNTY ENGINEER, DARIN KOELM**
 - A. Engineer's Report
 - B. Discuss and/or Approve Agreements - HLR
- 15. **EXECUTIVE FINANCE, TERRY HRONEC**
 - A. Discuss and/or Approve Stipend Payments From Opioid Settlement Funds for ASA Cole Hildebrand \$5,000 Payable 2023 and \$5,000 Payable 2024
 - B. Discuss and/or Approve the Distribution of ARPA Funds for the Purchase of Office Equipment (Printer/Scanner, Desk Scanners, TV Monitor) up to the Amount of \$1,800 for the State's Attorney Office
 - C. Discuss and/or Approve the Salary of \$40,000 for the Animal Control Officer
 - D. Discuss and/or Approve the Distribution of ARPA Funds for the Purchase of Coroner's Pickup for the Highway Department in the Amount of \$17,785
- 16. **ANIMAL CONTROL, JOE GOODMAN**
 - A. Executive Session/Closed
 - B. Discuss and/or Approve the Hiring of an Animal Control Officer
- 17. **CHAIRMAN'S REPORT, JOE GOODMAN**
 - A. Consider Re-Appointment of Curtis Leib to the 911 Board for a 3 Year Term Ending August 2026
 - B. Discuss and/or Approve Debit Card Resolution
 - C. Open Discussion
- 18. **NEW BUSINESS**
- 19. **UNFINISHED BUSINESS**
- 20. **ADJOURN**

For the Chairman

 Amy Britton
 Clay County Clerk

Agenda Subject to Change
 Posted: August 4, 2023

QUESTIONS

Clay County
Board Meeting

August 8, 2023

ROLL CALL

	MOTION		MOTION		MOTION		MOTION		MOTION		MOTION		MOTION	
	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
TERRY WOODROW (A)	✓				9C		9D		11B		14B		15A	
ROD FRANKLIN (B)	✓		✓		Appoint Chris Board to Clay County Board of Health		Appoint Joe McCoy to Clay County Board of Health		Advance Sheriff to replace car cond. in upstairs court without bids due to emergency circumstances 1/2 - ARPA funds 1/2 - Bids & Grounds		Approve agreement HHR County highway		Approve stipend payment from DP road stipend for ASA Cok Hilderrand 5000 pay 2023 5000 pay 2024	
JOE GOODMAN (C)	✓		✓						✓		✓		✓	
JANICE BROOKS (D)	✓		✓						✓		✓		✓	
TROY BRITTON (E)	✓		✓						✓		✓		✓	
TARA BANGERT (F)	✓		✓						✓		✓		✓	
CHRIS RINEHART (G)	✓		✓						✓		✓		✓	
TERRY HRONEC (H)	✓		✓						✓		✓		✓	
TED WHITEHEAD (I)	✓		✓						✓		✓		✓	
JEREMY KOHN (J)	✓		✓						✓		✓		✓	
DAVID JOHNSON (K)	✓		✓						✓		✓		✓	
JOE GILLILAND (L)	✓		✓						✓		✓		✓	
BARB MCGREW (M)	✓		✓						✓		✓		✓	
TROY LEONARD (N)	✓		✓						✓		✓		✓	

ABSENT

QUESTIONS

Clay County
Board Meeting

August 8, 2023

ROLL CALL

	MOTION		MOTION		MOTION		MOTION		MOTION		MOTION		MOTION	
	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
TERRY WOODROW (A)	✓													
ROD FRANKLIN (B)	✓													
JOE GOODMAN (C)	✓													
JANICE BROOKS (D)	✓													
TROY BRITTON (E)	✓													
TARA BANGERT (F)	✓													
CHRIS RINEHART (G)	✓													
TERRY HRONEC (H)	✓													
TED WHITEHEAD (I)	✓													
JEREMY KOHN (J)	✓													
DAVID JOHNSON (K)	✓													
JOE GILLILAND (L)	✓													
BARB MCGREW (M)	✓													
TROY LEONARD (N)	✓													

15B Approve dist
ALPA funds
purchase
office
equipment
State's
Attorney
office

15C Approve
Salary of
\$40,000
for
animal
control
officer

16B Approve
hiring
Grethen
Wagner
as animal
control
officer

17B Approve
re-appointment
of Curtis
Leib to the
all Board
3yr term
ending Aug 2026

The August 8, 2023 meeting of the honorable Clay County Board was called to order at 6:00 p.m. by Sheriff Andy Myers.

The pledge to the flag was led by Andy Myers.

The blessing was led by Ted Whitehead.

The roll was called:

Present: Joe Godman, Chairman, Ted Whitehead, Terry Woodrow, Rod Franklin, Janice Brooks, Troy Britton, Tara Bangert, Chris Rinehart, Terry Hronec, Jeremy Kohn, David Johnson, Joe Gilliland, and Troy Leonard.

Absent: Barb McGrew.

Chairman Goodman acknowledged guests and there were Hospital 10C was information only, Circuit Clerk had no report, Darin Koelm had no report, and Executive Finance deleted line item 15D agenda changes.

Motion by Terry Hronec, seconded by Ted Whitehead to approve changes to agenda. Motion Carried, Voice Action.

Motion by Dave Johnson, seconded by Joe Gilliland to approve the County Board minutes of July 11, 2023. Motion Carried, Voice Action.

Motion by Troy Britton, seconded by Rod Franklin to approve the action of the Claims Committee. Motion Carried, Roll Call.

Jeff Workman presented the Board of Health Report.

Motion by Rod Franklin, seconded by Terry Woodrow to approve 2024 budget for Health Department. Motion Carried, Roll Call.

Motion by Dave Johnson, seconded by Ted Whitehead to appoint Chris Boyd to the Clay County Board of Health. Motion Carried, Roll Call.

Motion by Troy Britton, seconded by Troy Leonard to appoint Joe McCoy to the Clay County Board of Health. Motion Carried, Roll Call.

Bob Sellers presented the Hospital Report.

Motion by Terry Hronec, seconded by Jeremy Kohn to approve Medical Staff Credentials:

Appointment:

Michael Walden, MD/DO, Courtesy Teleradiology

Provisional Appointment: None

Reappointment:

Catherine Deters, NP, Specified Professional Affiliate

Sajjan Nemani, MD, Courtesy Neurology

Binh Nguyen, MD, Courtesy Cardiology

Ian Hughes, MD, Courtesy Pathology

Holly Wilke, CRNA, Specified Professional Affiliate

Motion Carried, Voice Action.

Discussed provider purchase agreement which is information only.

Andy Myers presented the Sheriff's Report.

Motion by Ted Whitehead, seconded by Chris Rinehart to approve to authorize Sheriff to replace air conditioning in upstairs court without bids due to emergency circumstances without bids pursuant to 55 ILCS 5/5-1002(a)(2) -- pay half the bill from ARPA and remaining half from Buildings and Grounds. Motion Carried, Roll Call.

Stacey Allen presented the Treasurer Report.

Darin Koelm was absent, so Joe Gilliland presented the County Engineers Report.

Motion by Ted Whitehead seconded by Troy Leonard to approve agreement HLR for County Highway. Motion Carried, Roll Call.

Motion by Rod Franklin, seconded by Troy Leonard to approve stipend payments from opioid settlement funds for ASA Cole Hildebrand \$5,000 payable 2023 and \$5,000 payable 2024. Motion Carried, Roll Call.

Motion by Dave Johnson, seconded by Tara Bangert to approve the distribution of ARPA funds for the purchase of office equipment (printer, scanner, desk scanner, and TV Monitor) up to the amount of \$1,800 for the States Attorney's Office. Motion Carried, Roll Call.

Motion by Chris Rinehart, seconded by Troy Britton to approve the salary of \$40,000 for the animal control officer. Motion Carried, Roll Call.

Motion by Chris Rinehart, seconded by Troy Leonard to move into closed session at 6:50 p.m. Motion Carried, Voice Action.

Motion by Ted Whitehead, seconded by Chris Rinehart to return to open session at 7:07 p.m. Motion Carried, Voice Action.

Motion by Rod Franklin, seconded by Ted Whitehead to approve the hiring of Gretchen Woomer as the animal control officer. Starting date of employment is August 21, 2023. Motion Carried, Roll Call.

Motion by Janice Brooks, seconded by Chris Rinehart to re-appoint Curtis Leib to the 911 Board for a 3-year term ending August 2026 Motion Carried, Voice Action.

Motion by Terry Hronec, seconded by Troy Britton to approve the Debit Card Resolution to increase the limit (Clay County Highway Debit Card) to \$3,000 and approve the Debit Card Resolution establishing a debit card for Animal Control. Motion Carried, Roll Call.

Motion by Rod Franklin, seconded by Terry Hronec to adjourn the meeting at 7:18p.m. Motion Carried, Voice Action.

PAID CLAIMS – AUGUST 2023		
1.	ABNER JASON	SHERIFF – OVERTIME 73.49
2.	AIR CONSTRUCTION	PUBLIC BUILDINGS & GROUNDS – REPAIR TO CO BUILDING 375.00
3.	AMEREN	HWY, JAIL, CH, AND PROB – UTILITIES 4213.20
4.	APSAN	JAIL – MAINTENANCE OF EQUIPMENT 2670.00
5.	AYERS JAMIE	SHERIFF – OVERTIME 165.90
6.	BALLARD MIAH	CIRCUIT CLERK – OVERTIME 82.50
7.	BLAIR STACEY	CIRCUIT CLERK – OVERTIME 125.25
8.	BOARD MEMBERS	BOARD MEMBERS MILEAGE/MEETINGS 2311.39
9.	BURKETT CARSON	JAIL – OVERTIME 1586.76
10.	BUTCHER AUTOMOTIVE	SHERIFF – AUTO MAINTENANCE 604.58
11.	CITY OF FLORA	ESDA – RENT 275.00
12.	CLARK JASMINE	COUNTY CLERK – BUSINESS CARDS 57.37
13.	CLIFTON HARMON	JAIL – OVERTIME 268.02
14.	COLLINS MARY BETH WELCH	COURTS & JUDICIARY – ATTORNEY FEES 1301.24
15.	DAILEY NOAH	JAIL – OVERTIME 1200.94
16.	DAVIS ZACHARY	JAIL – OVERTIME 103.11
17.	DBS DISPOSAL	JAIL, CH, & PROB – UTILITIES 170.00
18.	DEPUTIES CELL PHONES	DEPUTIES CELL PHONE REIMBURSEMENTS 520.00
19.	ELECTIONS SYSTEMS & SOFTWARE	ELECTION – COMPUTER SERVICES 472.50
20.	ELITE INTERPRETING AND TRANSLATIONS	COURTS & JUDICIARY – SUPPLIES 130.00
21.	FIRST CITIZENS BANK	ELECTION – PRINTING & SUPPLIES 135.09
22.	FORD SQUARE OF MOUNT VERNON	SHERIFF – AUTO MAINTENANCE 935.00
23.	FRICTSCHLE LOGAN	SHERIFF – OVERTIME 521.61
24.	GFI DIGITAL	ELECTION & TREAS – SUPPLIES 61.25
25.	GLOBAL TECHNICAL SYSTEMS	SHERIFF – AUTO MAINTENANCE 783.50
26.	GOODIN ASSOCIATES	CIRCUIT CLERK – SUPPLIES 287.50
27.	HAGEN DENA	S OF A – PART-TIME EMPLOYEE 315.21
28.	HARPER RUSTY	HIGHWAY – CONCRETE 4100.00
29.	HENRY BRYCE	CORONER – PHONE REIMBURSEMENT 54.16
30.	HEUERMAN CORY	SHERIFF – OVERTIME 109.88
31.	HONEST WATER	JAIL, CH, & PROB – UTILITIES 183.00
32.	HOPE TRUST	COUNTY INSURANCE 65896.13
33.	HOUCHEMS NORTH FOODS	JAIL – DIETING AND CARE OF PRISONERS 2465.62
34.	ILLINOIS ASSOCIATION OF COUNTY CLERKS & RECORDERS	COUNTY CLERK – DIES 420.00
35.	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	COUNTY INSURANCE 170966.50
36.	ILEAS	SHERIFF- INCIDENTAL EXPENSE 120.00
37.	INDOFF	JAIL, TREAS, CIRCUIT CLERK, & COURTS – SUPPLIES 1039.50
38.	JACOBI, JAMES M	CORONER – AUTOPIES 4060.00
39.	KEMPER CPA GROUP	ADMINISTRATION – PAYROLL AND BUDGETING 1920.00
40.	KEMPER TECHNOLOGY CONSULTING	COUNTY CLERK & TREAS – COMPUTER SERVICES AND EQUIPMENT 1850.49
41.	KING VINCENT	SHERIFF – OVERTIME 76.14
42.	KNAPP OIL COMPANY	SHERIFF – AUTO MAINTENANCE 5270.36
43.	LEWIS ELAM	SHERIFF – OVERTIME 459.54
44.	LINDA'S CLEANING SERVICES	HIGHWAY – UTILITIES 65.00

45. LORENZ SUPPLY CO	SUPPLIES AT THE COURTHOUSE	273.96
46. LOUISVILLE COLLISION CENTER	SHERIFF – AUTO MAINTENANCE	110.72
47. LOUISVILLE POST OFFICE	COUNTY CLERK AND ELECTION – POSTAGE	6120.00
48. MAGOO & ASSOCIATES	JAIL – MAINT OF EQUIPMENT	1160.70
49. METTE CABINET CORNER	BUILDINGS AND GROUNDS – REPAIR TO CO BUILDING	330.00
50. MULKEY AUSTIN	SHERIFF – OVERTIME	392.18
51. MUNICIPAL UTILITIES	PROB, JAIL, CH, & HWY – UTILITIES	1266.07
52. MYERS ANDY	SHERIFF – INCIDENTAL EXPENSE	550.00
53. MYERS MALLORY	CIRCUIT CLERK – PART-TIME WORKER	97.50
54. NAPA AUTO PARTS	SHERIFF – AUTO MAINT	44.91
55. OFFICE ESSENTIALS	PROBATION – INCIDENTAL EXPENSE	286.54
56. QUILL	ELECTION – PRINTING AND SUPPLIES	400.98
57. RAY O’HERRON	JAIL & SHERIFF – UNIFORMS	1763.82
58. REGIONAL OFFICE OF EDUCATION #12	CLAY CO SHARE SUPERINTENDENT OF ED SERV	8905.05
59. RELX INC	STATE’S ATTY – DUES AND SUBSCRIPTIONS	160.00
60. ROBBINS SCHWARTZ	ADMINISTRATION – LEGAL FEES	3159.97
61. SAV-MOR PHARMACY	JAIL – MEDICAL SERVICES	338.18
62. SALT & STRING BUTCHERY	JAIL – DIETING AND CARE OF PRISONERS	3184.02
63. SECURE PROCESSORS	TREASURER & STATE’S ATTY – OFFICE SUPPLIES	315.00
64. SICJTP-MTU15	CORONER – DUES	2480.00
65. SIMS LORI	STATE’S ATTY – TRANSCRIPT FEES	64.00
66. SONS JAROD	JAIL – OVERTIME	774.28
67. SPITZNER LESLIE	CIRCUIT CLERK – OVERTIME	1295.00
68. STURM ROBERT	SHERIFF – AUTO MAINT	35.00
69. TECHNOLOGY MANAGEMENT REV FUND	JAIL – TELEPHONE	316.70
70. TRAUB TAMMY	CIRCUIT CLERK – OVERTIME	223.60
71. THE MUSTARD SEED	ADMINISTRATION – COUNTY BOARD PER DIEM AND EXPENSE	100.00
72. VANDYKE MONTE	S OF A – SUPPLIES	367.33
73. VERIZON	JAIL – TELEPHONE	884.33
74. WABASH	ADMINISTRATION, JAIL, HWY, & ELECTION – TELEPHONE	3283.59
75. WALMART/CAPITAL ONE	PROBATION, JAIL, & SHERIFF – SUPPLIES	1594.67
76. WATTLES LAND AND SERVICES	PUBLIC BUILDINGS & GROUNDS – JANITOR EXPENSE	830.00
77. WELLS FARGO	JAIL – MAINT ON EQUIPMENT	252.61
78. WEX	PROBATION – TRAVEL	133.36
79. ZINKS BUILDING CENTER	COURT SECURITY – PURCHASE OF EQUIPMENT	80.94
TOTAL		\$320,376.74

UNPAID CLAIMS – AUGUST 2023

1.	ALLEN STACEY	TREASURER - ICTA CONFERENCE – MILEAGE (JULY 26-28)	203.05
2.	CLAY COUNTY DEBIT CARD	ELECTION – SUPPLIES	85.94
3.	CLAY COUNTY DEBIT CARD	COUNTY CLERK - AMAZON – MICRO SD CARDS AND CASES	30.77
4.	CLAY COUNTY DEBIT CARD	TREASURER - ICTA CONFERENCE – HOLIDAY INN	295.68
5.	CLAY COUNTY DEBIT CARD	TREASURER - ADOBE LICENSE	191.12
6.	CLAY COUNTY DEBIT CARD	COUNTY CLERK - AMAZON – OFFICE CHAIR	126.00
7.	HENRY BRYCE	CORONER – MILEAGE	628.45
8.	VANDYKE MONTE	SUPERVISOR OF ASSESSMENTS – MILEAGE	580.33
TOTAL:			\$2,141.34



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
County	Clay	23-01117-00-BR	
Project Number	Contact Name	Phone Number	Email
	Darin Koelm	(618) 665-3346	Darin.Koelm@claycounty.illinois.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
CH 8	FAS 798	0.25 Miles	013-3165
Location Termini			<input type="button" value="Add Location"/>
ECL of Bible Grove			<input type="button" value="Remove Location"/>
Project Description			
Construction of a single span PPCDB bridge and pavement rehabilitation west of proposed structure in Bible Grove.			
Engineering Funding <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other <input type="text" value="Local"/>			
Anticipated Construction Funding <input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other <input type="text" value="HBP, STR"/>			

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Hampton, Lenzini and Renwick, Inc.	Ben Bland	(618) 262-8651	bbland@hlreng.com
Address	City	State	Zip Code
323 W.3rd St. P.O. Box 160	Mt. Carmel	IL	62863

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

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

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

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

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT _____ : Direct Costs Check Sheet (attach BDE 438 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT E: Hourly Rate Schedule
- _____
- _____

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

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

shall be due and payable to the ENGINEER.

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

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

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 6-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini and Renwick, Inc.	362555986	
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		
Total for all work		

Executed by the LPA:

AGREEMENT SIGNATURES

Attest:

The of County

By (Signature & Date)

Amey Butters 8/8/23

By (Signature & Date)

Mr. Seelman 8-8-23

Local Public Agency

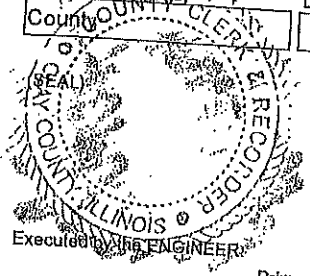
Local Public Agency Type

County

Clerk

Title

County Board Chairman



Executed by the ENGINEER

Attest:

Prime Consultant (Firm) Name

Hampton, Lenzini and Renwick, Inc.

By (Signature & Date)

Ben A. Bland 07/17/2023

Title

Ben A. Bland, P.E. Project Engineer

By (Signature & Date)

Austin Ridgely 7/17/2023

Title

Austin Ridgely, PLS Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County	Hampton, Lenzini and Renwick,	Clay	23-01117-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

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

- 1.) Topo Survey as necessary for the preparation of detailed structure and roadway plans.
- 2.) Stream and flood plain hydraulic surveys, gather high water data and flood histories for preparation of structure plans.
- 3.) Soil Survey or subsurface investigation, including boring and surface profiles and analysis sufficient for the design of the proposed improvement. Such investigations will be made in accordance with the current requirements of the Department.
- 4.) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Waterway sketch and/or Channel change sketch. (IDNR review fees are not included in contract.)
- 5.) Prepare Preliminary Structure Design and high water effects on roadway overflows and bridge approaches.
- 6.) Make complete, general and detailed plans, special provisions, proposals and estimate of costs and furnish the LA with the electronic and paper copies of the plans, special provisions, proposals and estimates.
- 7.) 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. Locate section lines and reset monuments, if necessary.
- 8.) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.
- 9.) Prepare the Project Development Report if required by IDOT. (Scope does not include on site environmental survey by HLR.)

Hourly Rate: Items 1-9

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County	Hampton, Lenzini and Renwick,	Clay	23-01117-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Field Survey: October 2023 Environmental Survey and Permits: January 2024 - May 2024 Project Design: June 2024 - September 2024 PS&E: November 2024 Project Construction: May 2025
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County	Hampton, Lenzini and Renwick,	Clay	23-01117-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

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

Form Not Applicable (engineering services less than the threshold)

Exhibit E

2023 hourly rates

Employee Classification	Hourly Rate
Principal	\$ 235.00
Engineer 6	\$ 215.00
Engineer 5	\$ 190.00
Engineer 4	\$ 180.00
Engineer 3	\$ 170.00
Engineer 2	\$ 140.00
Engineer 1	\$ 120.00
Structural 2	\$ 230.00
Structural 1	\$ 190.00
Technician 3	\$ 160.00
Technician 2	\$ 130.00
Technician 1	\$ 105.00
Intern/Temporary	\$ 70.00
Land Acquisition	\$ 170.00
Survey 2	\$ 160.00
Survey 1	\$ 125.00
Environmental 3	\$ 180.00
Environmental 2	\$ 135.00
Environmental 1	\$ 110.00
Administration 2	\$ 150.00
Administration 1	\$ 90.00

Note overtime rates will be charge out at 1.5x the above base rates for hourly employees.

Rates are good thru December 31st 2023 and will be updated January 1st of every year.

RESOLUTION

(INCREASED LIMIT - COUNTY HIGHWAY DEBIT CARD)

WHEREAS, a debit card account has previously been established for use by the County Highway Department through the Clay City Banking Company, with an account limit Five Hundred (\$500.00) Dollars, and with a total of four (4) cards issued; and,

WHEREAS, it is determined that the limit for the account should be raised to Three Thousand (\$3,000.00) Dollars, in accordance with the Resolution for other office holders; and,

WHEREAS, upon consultation with Clay County office holders, debit cards shall remain as previously issued with two lines on the card, as follows:

COUNTY HIGHWAY
DARIN KOELM

COUNTY HIGHWAY
CRAIG CLIFTON

COUNTY HIGHWAY
CLAYTON PARKS

COUNTY HIGHWAY
LEE ANN STANFORD

WHEREAS, Clay County Treasurer Stacey Allen is the appropriate person to make an adjustment to the account with the Clay City Banking Company to increase the limit of the debit cards; and,

WHEREAS, the only persons authorized to make any inquiry regarding the status of such account shall be Stacey Allen, Clay County Treasurer, and Debbie Smith and Caitlyn Moseley, on behalf of the Clay County Treasurer.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Clay County Treasurer, Stacey Allen, shall contact the Clay County Banking Company to increase the account limit for the Clay County Highway Department, not to exceed Three Thousand (\$3,000.00) Dollars, with four (4) debit cards to be issued as follows:

COUNTY HIGHWAY

COUNTY HIGHWAY

DARIN KOELM
COUNTY HIGHWAY
CLAYTON PARKS

CRAIG CLIFTON
COUNTY HIGHWAY
LEE ANN STANFORD

IT IS HEREBY FURTHER RESOLVED that Stacey Allen, Clay County Treasurer,
and Debbie Smith and Caitlyn Moseley, on behalf of the Treasurer, shall be solely authorized to
make inquiries as to the balance or other information regarding the status of that account.


Dated this 8th day of August, 2023.

APPROVED:

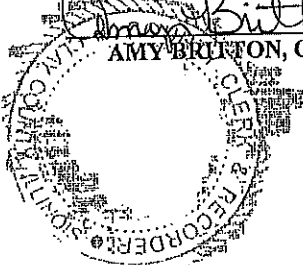


JOE GOODMAN, CHAIRMAN

ATTEST:



AMY BURTON, CLERK



RESOLUTION

(ESTABLISHING CLAY COUNTY DEBIT CARD - ANIMAL CONTROL)

WHEREAS, it has been suggested that a debit card account be established through the Clay City Banking Company, with an account limit of Three Thousand (\$3,000.00) Dollars, with a single card to be issued for Gretchen Woomer, Animal Control Officer; and,

WHEREAS, such debit card should be issued with two lines on the card, as follows:

**CLAY COUNTY
GRETCHEN WOOMER**

WHEREAS, Clay County Treasurer Stacey Allen is the appropriate person to set up an account with the Clay City Banking Company to initiate the debit card; and,

WHEREAS, the only persons authorized to make any inquiry regarding the status of such account shall be Stacey Allen, Debbie Smith and Caitlyn Moseley, on behalf of the Clay County Treasurer.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Clay County Treasurer, Stacey Allen, shall contact the Clay County Banking Company to set up a debit card account, with a limit not to exceed Three Thousand (\$3,000.00) Dollars, with one debit card to be issued as follows:

**CLAY COUNTY
GRETCHEN WOOMER**

IT IS HEREBY FURTHER RESOLVED that Stacey Allen, Treasurer, and Debbie Smith and Caitlyn Moseley on behalf of the Treasurer, shall be solely authorized to make

Inquiries as to the balance or other information regarding the status of that account.

Dated this 8th day of August, 2023.

APPROVED:



JOE GOODMAN, CHAIRMAN

ATTEST:



AMY BRITTON, CLERK

