

**OFFICIAL PROCEEDINGS OF THE
WASHINGTON COUNTY BOARD REORGANIZATIONAL MEETING
DECEMBER 3, 2012**

The reorganizational meeting of the Washington County Board took place on December 3, 2012 at the Washington County Courthouse in Nashville, Illinois for the purpose of election a board chairman and vice-chairman.

Presiding was Thomas Ganz, County Clerk. Ganz called the meeting to order at 9:30am. At this time Ganz asked if there were any nominations from the floor for someone to serve as temporary chairman until a chairman was elected. With no nominations Ganz served as chair.

Ganz asked if there were any nominations for chairman. Hohlt nominated Meyer with a second to that from Suedmeyer and Spenner nominated Schorfheide with a second to that from Gill. Shubert moved that nominations be closed with a seconded by Suedmeyer. Motion carried. A show of hands vote was taken with Meyer receiving 10 and Schorfheide receiving 4. Meyer was elected chairman.

Ganz asked for nominations for the position of vice chair. Evans nominated Suedmeyer and Shubert seconded it. A motion was made by Hohlt and seconded by Kurwicky to close nominations. Motion carried. Suedmeyer was elected vice chair by acclamation.

At this time Ganz had the member take place in a lottery to determine which members would hold a two year or four year term. On directions from the State's Attorney and the State Board of Election the board was to be divided into three groups with terms to be served as 2-4-4, 4-2-4 and 4-4-2. Those drawing a two year term were Gill, Barczewski, Kurwicky, Meier and Meyer. Those drawing a four were Evans, Lisk, Schorfheide, Suedmeyer, Hohlt, Ibendahl, Spenner, Brammeier, Shubert and Todd.

Chairman Meyer explained the agenda for meetings to the new members and how the board meetings are run.

Ganz told the new members of the board that he would get county email addresses for them.

Meyer told the members that pictures would be taken at the December 11, 2012 meeting at 2:30pm before the meeting.

A motion was made by Kurwicky and seconded by Schorfheide to adjourn until December 11, 2012 at 3:00pm. Motion carried. The reorganizational meeting of the Washington County Board adjourned at 10:00pm.

Thomas Ganz, County Clerk & Clerk of the Board

**OFFICIAL PROCEEDINGS OF THE
WASHINGTON COUNTY BOARD
NOVEMBER 13, 2012**

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the courthouse in Nashville, Illinois on November 13, 2012 for the purpose of transacting county business that might come before the board.

Present and presiding were Chairman David Meyer and Thomas Ganz, County Clerk and Clerk of the board.

Others present were Mitch Burdick, Alex Haglund, Charlie Parker, Gary Malawy, Nick Howes, Linda Tragesser, Julie Kozuszek and Heath Hooks.

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the meeting of the Washington County Board to order at 7:00pm.

Roll call was taken by Clerk Ganz with 13 members present and 2 absent those present were Spenner, Riechmann, Shubert, Dunnigan, Maschhoff, Gill, Schorfheide, Lisk, Evans, Ruggles, Kurwicki, Hohlt and Meyer. Meier and Suedmeyer were absent.

Chairman Meyer asked if there were any corrections to the minutes of the October 9, 2012 meeting. With no corrections a motion was made by Kurwicki and seconded by Riechmann to accept the minutes as presented. Motion carried.

Mitch Burdick, County Engineer, told the board that the agreement the county signed last month regarding the transfer of funds to help defray the salary of the county engineer may have to be revisited for the fact that the sign date should be closer to the hire date.

Claims Against the County Report was presented to the board for approval.

TO THE CHAIRMAN AND MEMBERS OF THE BOARD: YOUR COMMITTEE ON NOVEMBER 9, 2012 HAS EXAMINED ALL CLAIMS PRESENTED AND RECOMMENDS PAYMENT TO THE FOLLOWING AND THE CLERK BE DIRECTED TO ISSUE ORDERS ON THE COUNTY TREASURER TO THE CLAIMANTS FOR THE AMOUNTS ALLOWED. (See Exhibit A) A motion was made by Evans and seconded by Gill to accept the claims as presented. Roll call vote was taken with 12 ayes and 0 nays. Motion carried.

The State's Attorney Monthly Report was presented to the board for approval. State's Attorney Kozuszek presented the Appellate Prosecutor's agreement to the board for acceptance. (See Exhibit B) A motion was made by Riechmann and seconded by Lisk to accept the

agreement. Motion carried. A motion was made by Spenner and seconded by Hohlt to accept the State's Attorney report. **(See Exhibit C)** Motion carried.

The County Clerk & Recorder's Monthly Report was presented to the board for approval. **(See Exhibit D)** A motion was made by Dunnigan and seconded by Shubert to accept the report as presented. Motion carried.

The Sheriff's Monthly Report was presented to the board. **(See Exhibit E)** A motion was made by Schorfheide and seconded by Spenner to accept the report. Motion carried.

The Emergency Ambulance and Rescue Service Monthly Report was presented to the board for approval. **(See Exhibit F)** A motion was made by Shubert and seconded by Dunnigan to accept the report as presented. Motion carried.

An agreement between Washington County and Southwestern Illinois Metropolitan and Regional Planning Commission was presented to the board for approval. **(See Exhibit G)** A motion was made by Shubert and seconded by Kurwicki to accept the agreement as presented. Motion carried.

At this time Chairman Meyer called for committee reports.

Finance Committee- The Washington County Budget & Levy were presented to the board for approval. **(See Exhibit H)** Gary Malawy of Krehbiel & Assoc. explained that the budget is up over 3 million dollars over last year due to the fact that money has been added for the new judicial building. The total budget for 2012-2013 is \$13,150,298.

Riechmann questioned the increase of \$37,000 in the salary line items for deputies in the Sheriff's budget. He stated that he would like to see that amount removed before he voted on the new budget.

The Sheriff commented that by housing federal prisoners he brings in an additional \$200,000 per year that goes into the general fund and by hiring another deputy he can cut current overtime which would pay for this position.

A motion was made by Hohlt and seconded by Maschhoff to accept the budget and levy as presented. **(See Exhibits H & I)** Roll call vote was taken with 10 ayes and 2 nays. Motion carried. **(ORDINANCE #012-08 & 012-09)** Those voting aye were Spenner, Shubert, Dunnigan, Maschhoff, Gill, Schorfheide, Lisk, Evans, Kurwicki and Hohlt. Those voting nay were Riechmann and Ruggles. (Full Budget & Levy on file in the office of the County Clerk.)

Gary Malawy of Krehbiel & Assoc. presented their contract for next year to the board. It would cover the audit and budget. It will increase about \$200 over last year. **(See Exhibit J)** A motion was made by Riechmann and seconded by Schorfheide to accept the contract as presented. Motion carried.

The Mental Health Budget & Levy was presented to the board for approval. (See Exhibit K & L) A motion was made by Schorfheide and seconded by Dunnigan to accept the budget and levy as presented. Roll call vote was taken with 12 ayes and 0 nays. Motion carried. (ORDINANCE #012-10 & # 012-11)

The University of Illinois Extension Budget & Levy was presented to the board for approval. (See Exhibit M & N) A motion was made by Schorfheide and seconded by Kurwicki to accept the budget and levy as presented. Roll call vote was taken with 12 ayes and 0 nays. Motion carried. (ORDINANCE #012-12 & #012-13)

Insurance Committee – Hohlt told the board that the insurance premiums for the county will increase \$56,775 over last year. This is mainly due to workman comp claims.

Personnel, Policy & Appointments Committee – Shubert presented the following names to the board for reappointments.

Dr. Esther Schulz	Wash. Co. Health Board	11-13-12 thru	11-01-14
Roger Weber	Wash. Co. Planning Comm.	11-13-12	12-01-15
Ronald Brown	Wash. Co. Planning Comm.	11-13-12	12-01-15
Harry Borrenpolh	Wash. Co. Zoning Bd. of Appeals	11-13-12	11-01-16
Clarence Bauza	Wash. Co. Zoning Bd. of Appeals	11-13-12	11-01-16
Mike Chwaszczinski	Wash. Co. Zoning Bd. of Appeals	11-13-12	11-01-16
Greg Kesler	Wash. Co. Zoning Bd. of Appeals	11-13-12	11-01-16
Jeff Rabenort	Wash. Co. 9-1-1 Board	11-13-12	11-01-16
John D. Reynolds	Wash. Co. 9-1-1 Board	11-13-12	11-01-16

A motion was made by Shubert and seconded by Ruggles to accept the appointments as presented. Motion carried.

The reorganizational meeting of the Washington County Board has been set for December 3, 2012 at 9:00am.

At this time Chairman Meyer recognized all the office holder and board members that will be leaving after this term for their years of service and dedication to the county. They are Judge Dennis Hatch, State's Attorney Julie Kozuszek and board members Bill, Riechmann, Dick Ruggles, Chris Maschhoff and Tim Dunnigan.

A motion was made by Evans and seconded by Ruggles to pay all bills, utilities, insurance, payroll and overtime. Motion carried.

A motion was made by Ruggles and seconded Riechmann to adjourn until December 11, 2012 at 3:00pm. Motion carried. The meeting of the Washington Board adjourned at 8:35pm.

Thomas Ganz

County Clerk & Clerk of the Board

Report of Committee

STATE OF ILLINOIS)
)
WASHINGTON COUNTY)

Nashville, Illinois

November 7, 2012

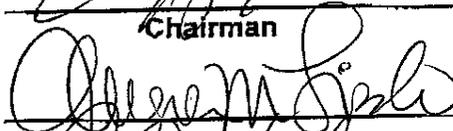
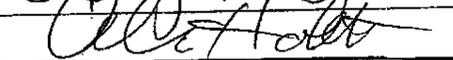
Mr Chairman, Ladies and Gentlemen of the County Board:

Your committee to who was referred the claims against the County Highway Department for the month of October 2012 would beg leave to submit the following report on the matter before them. That claims as shown on the attached sheets in the following total amount be approve for payment.

County Highway Fund	\$108,777.30
County Bridge Fund	\$0.00
County Matching Fund	\$20,559.68
County MFT Fund	\$1,026.26
Road District Fund	\$78,953.59
Township Bridge Fund	<u>\$0.00</u>
Total	\$209,316.83

All of which is respectfully submitted.


Chairman

Claims Committee

Exhibit "A"

We have examined and approved the bills listed for October 2012 on the attached sheet and recommend that the Claims Committee of the Washington County Board approve them for payment:



Totals are as follows:

County Highway Fund	\$108,777.30
County Bridge Fund	\$0.00
County Matching Fund	\$20,559.68
County MFT Fund	\$1,026.26
Road District Fund	\$78,953.59
Township Bridge Fund	<u>\$0.00</u>
Total	\$209,316.83

Date: 11-7-12

William Beckman
Chairman

Wick Ruggles

Charles E. Harris

Joseph Evan

Robert Hill
Road and Bridge Committee

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2013, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the Washington County Board, in regular session, this 13th day of Nov, 2012 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

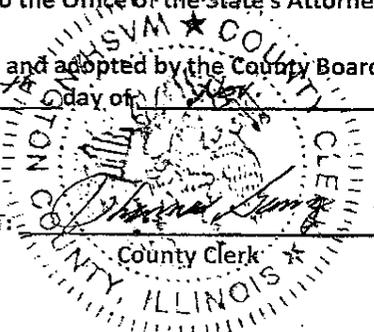
BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorney and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the Washington County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2013, commencing December 1, 2012, and ending November 30, 2013, by hereby appropriating the sum of \$7,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2013.

Passed and adopted by the County Board of Washington County, Illinois, this 13th day of Nov, 2012.

ATTEST:  County Clerk

Chairman David A. Meyer

Exhibit "B"

STATE'S ATTORNEY REPORT

I, WASHINGTON COUNTY STATE'S ATTORNEY, STATE THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE WASHINGTON COUNTY STATE'S ATTORNEY'S OFFICE FOR THE MONTH OF OCTOBER, 2012.

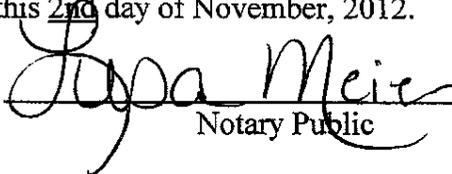
FEES EARNED \$ 941.00

FEES COLLECTED AND PAID TO COUNTY TREASURER \$ 941.00



Julie Kozuszek
Washington County State's Attorney

I, the undersigned, attest that the above signature is that of Julie Kozuszek, Washington County State's Attorney, and was signed in my presence on this 2nd day of November, 2012.


Notary Public



STATE'S ATTORNEY REPORT

DRUG PREVENTION FUND

I, JULIE KOZUSZEK, WASHINGTON COUNTY STATE'S ATTORNEY, STATE THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE WASHINGTON COUNTY STATE'S ATTORNEY'S OFFICE FOR THE DRUG PREVENTION FUND, THE MONTH OF OCTOBER, 2012.

FEES EARNED \$ 6.25

FEES COLLECTED AND PAID TO COUNTY TREASURER \$ 6.25



Julie Kozuszek
Washington County State's Attorney

I, the undersigned, attest that the above signature is that of Julie Kozuszek, Washington County State's Attorney, and was signed in my presence on this 2nd day of November, 2012.



Notary Public



STATE'S ATTORNEY REPORT

TO: Circuit Court and Washington County Board, Washington County, Illinois.

The State's Attorney of Washington County, Illinois, respectfully submits the following report of fees paid to her from October 1, 2012 to October 31, 2012.

I further report that the foregoing fees were paid by me to Ronda Groennert, County Treasurer



Julie Kozuszek
Washington County State's Attorney
Courthouse • 101 East St. Louis St.
Nashville, IL 62263 (618) 327-4800

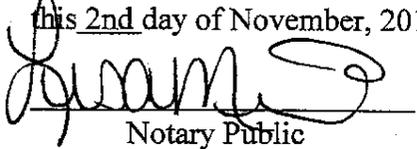
State of Illinois)
) ss.
County of Washington)

Julie Kozuszek, Washington County State's Attorney, being first duly sworn on oath, deposes and says that the foregoing report of receipts and disbursements of the office of the State's Attorney from October 1, 2011 through October 31, 2011 is correct to the best of her knowledge and belief.



Julie Kozuszek

Subscribed and sworn to before me
this 2nd day of November, 2012.


Notary Public

November 1, 2012
3:59 PMWASHINGTON COUNTY RECORDER
Report of Collections
Collections for the Period 10/01/2012 to 10/31/2012.

Report: mrecrp33.rpt

1 of 2

To County Board
(Title of Officer)Washington County
(Governmental Unit)WASHINGTON COUNTY CLERK RECORDER
(County)

Description	Fund to Credit	Collections This Period	Prior Collections	Year to Date Collections
ASSUMED NAMES	GENERAL	0.00	43.00	43.00
CERTIFIED COPIES	GENERAL	5.00	60.00	65.00
CERTIFIED DEATH	GENERAL	82.00	228.00	310.00
CERTIFIED MARRIAGE	GENERAL	154.00	765.00	919.00
CO REV REAL ESTATE TRANSFER	GENERAL	1,665.50	16,171.25	17,836.75
DOCUMENT W/OUT LEGAL	GENERAL	33.00	295.00	328.00
EA ADDTL BOOK/PAGE after 1st	GENERAL	18.00	201.00	219.00
EACH ADDITION PAGE	GENERAL	0.00	22.00	22.00
IL. DOM VIOLENCE FEE	GENERAL	50.00	350.00	400.00
IL. DEPT. OF PUBLIC HEALT	GENERAL	68.00	134.00	202.00
LICQUOR LICENSE	GENERAL	0.00	5,585.00	5,585.00
MARRIAGE LICENSE	GENERAL	150.00	1,050.00	1,200.00
MISCELLANEOUS	GENERAL	0.00	572.00	572.00
NON-CONFORMING FEE	GENERAL	0.00	108.00	108.00
NOTARY	GENERAL	15.00	265.00	280.00
PHOTOCOPIES	GENERAL	991.00	8,107.15	9,098.15
REAL ESTATE TRANSFER TAX STAMP	GENERAL	3,331.00	32,342.50	35,673.50
RECORDING FEE	GENERAL	3,788.00	35,194.00	38,982.00
RHSP SURCHARGE	GENERAL	2,590.00	23,600.00	26,190.00
SEARCHES	GENERAL	50.00	290.00	340.00
STIPENDS	GENERAL	0.00	2,834.00	2,834.00
TAKE NOTICE	GENERAL	0.00	1,181.25	1,181.25
TAX REDEMPTION	GENERAL	11,708.38	170,604.61	182,312.99
Subtotal for GENERAL		24,698.88	300,002.76	324,701.64
GIS - ASSESSOR	GIS - ASSESSOR .037.00102.01	2,340.00	21,720.00	24,060.00
Subtotal for GIS - ASSESSOR .037.00102.01		2,340.00	21,720.00	24,060.00
GIS - RECORDER	GIS - RECORDER 036.00102.01	260.00	2,410.00	2,670.00
Subtotal for GIS - RECORDER 036.00102.01		260.00	2,410.00	2,670.00
	Exhibit "D"			

November 1, 2012
3:59 PMWASHINGTON COUNTY RECORDER
Report of Collections
Collections for the Period 10/01/2012 to 10/31/2012.

Report: mrcorp30.rpt

2 of 2

Description	Fund to Credit	Collections This Period	Prior Collections	Year to Date Collections
CERTIFIED BIRTH	PAYMENT	110.00	962.00	1,072.00
Subtotal for PAYMENT		110.00	962.00	1,072.00
RECORDER AUTOMATION FUND	RECORDER AUTOMATION FUND	804.00	7,329.00	8,133.00
Subtotal for RECORDER AUTOMATION FUND		804.00	7,329.00	8,133.00
TAX REDEMPTION CLERK FEE	TAX REDEMPTION CLERK FEE	15.00	318.00	333.00
Subtotal for TAX REDEMPTION CLERK FEE		15.00	318.00	333.00
Total Amount Collected		28,227.88	332,741.76	360,969.64

I hereby certify that the foregoing is a true and correct report of collections due the above named governmental unit for the period shown.

TOTAL COLLECTED \$28,227.88**NOVEMBER 1, 2012****DISBURSEMENTS:**

Tax Redemptions	\$8,812.37
Tax Redemptions Interest	2,896.01
R/E Stamps	9,125.00
Total Disbursements:	\$20,833.38


THOMAS GANZ
WASHINGTON COUNTY
CLERK/RECORDER

NOVEMBER 1, 2012

RONDA GROENNERT, WASHINGTON COUNTY TREASURER:

(G.I.S. ASSESSOR FUND)	2,340.00
(G. I.S. RECORDER FUND)	260.00
(R.H.S.P. - .50 PER, GENERAL FUND)	129.50
(R.H.S.P. - .50 PER, CO CLERK FUND)	129.50

IL DEPT. OF REVENUE:

(R.H.S.P. - \$9.00 PER 259 DOC) 2,331.00

IL DEPT. OF PUBLIC HEALTH

(\$4.00 SURCHARGE DEATH CERT) 68.00

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE) 50.00

RONDA GROENNERT, WASHINGTON COUNTY TREASURER:

(RECORDER AUTO FUND) 804.00

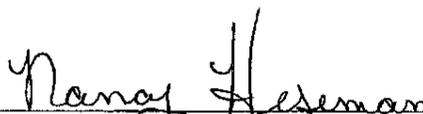
(FEE'S COLLECTED) 1,281.90

TOTAL \$7393.90

TOTAL DISBURSEMENT \$28,227.28

TOTAL DISBURSEMENTS FOR THE MONTH OF OCTOBER 2012.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF NOVEMBER
2012.


NOTARY



I, CHARLES PARKER SHERIFF OF WASHINGTON COUNTY, STATE THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE SHERIFF'S OFFICE FOR THE MONTH OF October 2012

FEES EARNED \$582.00

FEES COLLECTED AND PAID TO THE COUNTY TREASURER \$344.00

DIETING PRISONERS \$1,559.60

SAL. DUE SHERIFF \$3,423.08

SERVICE CALLS \$1,054.00

WRIT \$0.00

BALANCE DUE SHERIFF \$3,423.08

CRIMINAL ARRESTS..... 14

TRAFFIC ARRESTS.....73

WARNINGS..... 112

Charles Parker
SHERIFF CHARLES PARKER

I, Paulette Leonard ATTEST THAT THE ABOVE SIGNATURE IS THAT OF CHARLES PARKER SHERIFF OF WASHINGTON COUNTY AND WAS SIGNED IN MY PRESENCE THIS 13th DAY OF November 2012

Paulette Leonard



Exhibit 'E'



WASHINGTON COUNTY EMERGENCY AMBULANCE AND RESCUE SERVICE

160 N. WEST COURT STREET NASHVILLE, ILLINOIS 62263

Phone: (618) 327-3075

Fax: (618) 327-7281

Monthly Report for October 2012

Receipts/Billing

Billed Out	\$ 61,110.40
Collected	\$ 58,936.92
Write Off Amount	\$ 17,029.81

Turned In Amount	\$ 58,936.92
EPay Amount	\$ 0

Total Expenses

October 2012	\$ 10,703.62
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Total Calls for 2012

December 2011:	180
January 2012:	180
February 2012:	155
March 2012:	198
April 2012:	168
May 2012:	184
June 2012:	179
July 2012:	226
August 2012:	225
September 2012:	208
October 2012:	156

2012 Totals: 2059

Just as a side note we have deployed a crew through our FEMA/AMR contract in support of Hurricane Sandy disaster relief efforts. We deployed a Strike Team Leader and Paramedic on Oct. 28, and they were replaced on Nov. 10th. Our crews are running 911 calls and standing by in Nassau/Suffolk Counties, as well as supplementing FDNY doing building searches. As of Nov. 13th (today) we are in the hardest hit area of Breezy Point, and Rockaway doing well fair and accountability checks in high rises that have not been cleared for habitation as of yet.

Exhibit "F"

AN AGREEMENT
BETWEEN
SOUTHWESTERN ILLINOIS METROPOLITAN
AND REGIONAL PLANNING COMMISSION
AND
WASHINGTON COUNTY, ILLINOIS

This Agreement, made this 13th day of Nov., 2012, by and between the Southwestern Illinois Metropolitan and Regional Planning Commission, 2511 Vandalia, Collinsville, Illinois 62234, hereinafter referred to as the "COMMISSION," and the County of Washington, Illinois, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, the COMMISSION is authorized to provide planning and technical assistance to local governments within its jurisdiction; and

WHEREAS, the COUNTY desires the COMMISSION to provide certain authorized planning and technical assistance;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises hereinafter expressed and undertaken, the Parties hereto do mutually agree as follows:

ARTICLE 1. TECHNICAL ADVISORY SERVICES

- A. A staff member of the COMMISSION shall be assigned to be present in the COUNTY on a regularly scheduled basis to provide both specific and general types of assistance to the County Board, Zoning Administrator, Subdivision Administrator, Zoning Board of Appeals, and to perform such other short-term planning-related work within the COMMISSION'S competence as directed and authorized by the County Board.
- B. A staff member shall be available to attend the regularly scheduled County Board meetings and at regularly scheduled meetings of the Washington County Planning Commission and Zoning Board of Appeals, to act in an advisory capacity.
- C. A staff member will provide information on state statutes, new legislation, and grant programs available.
- D. A staff member will provide information on technical matters relating to the administration of the Nashville/Washington County Enterprise Zone and assist in the promotion of the Zone.
- E. A staff member will provide information on technical matters relating to the administration of the Centralia Enterprise Zone and assist in the promotion of the Zone.

ARTICLE II. PERFORMANCE PERIOD

The COMMISSION agrees to provide the services specified in ARTICLE I for the period beginning January 1, 2013 and extending to December 31, 2013.

ARTICLE III. COMPENSATION TO THE COMMISSION

For performance of services specified in ARTICLE I hereof, the COMMISSION shall be compensated in the amount of TWELVE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$12,600.00) in accordance with the schedule specified in ARTICLE IV hereof.

ARTICLE IV. METHOD OF PAYMENT OF COMPENSATION

It mutually is agreed by and between the Parties that compensation due the COMMISSION from the COUNTY pursuant to ARTICLE III hereof shall be paid as follows:

The first installment of the total compensation provided pursuant to ARTICLE III hereof, totaling SIX THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$6,300.00), shall be paid to the COMMISSION within thirty (30) days of execution of this Agreement. The COMMISSION will issue an invoice to the COUNTY requesting the remaining compensation in the amount of SIX THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$6,300.00) on July 1, 2013. The COUNTY agrees to make payment in accordance with the COMMISSION'S invoice within thirty (30) days of the date of said invoice.

ARTICLE V. MODIFICATION OF WORK AFTER SUBSTANTIAL PERFORMANCE

In the event that the COUNTY determines, during the course of the COMMISSION'S performance of any portion of the work hereunder, to modify work after such work has been substantially completed by the COMMISSION, the COMMISSION shall make such changes in work product or services affected as the COUNTY shall notify it in writing to make, provided that the COMMISSION shall be entitled in each case to additional compensation beyond that contemplated under ARTICLE III hereof for making such modifications, and provided further that the terms of such compensation shall first be agreed to in writing between the Parties before the COMMISSION is obliged to undertake such modifications.

ARTICLE VI. ADDITIONAL SERVICES

The COMMISSION agrees that, upon written request by the COUNTY, it will undertake to perform additional services beyond the scope of those covered by ARTICLE I hereof (and which are within the COMMISSION'S competence), provided that specific terms of additional compensation beyond that contemplated under ARTICLE III hereof shall first be agreed upon in writing between the Parties.

ARTICLE VII. NON-DISCRIMINATION IN EMPLOYMENT

During the performance of work under this Agreement, the COMMISSION agrees to conform its employment policies and practices with all applicable requirements of the U.S. Civil Rights Act of 1964, as amended, and of the Illinois Fair Employment Practices Act, as amended, and of such other laws, regulations, or ordinances having jurisdiction over COMMISSION operations.

ARTICLE VIII. WORKERS' COMPENSATION INSURANCE/SOCIAL SECURITY AND TAXES

The COMMISSION shall provide Workers' Compensation insurance where such is required through such procedures as the State of Illinois determines for the COMMISSION as a public body, and shall accept responsibility for the payment of unemployment insurance in such manner as the State of Illinois determines for it as a public body, and further assumes responsibility for payment of premiums for Workers' Compensation (as applicable) and social security (as applicable), as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services under this Agreement.

ARTICLE IX. CONTRACT ADMINISTRATION

The Parties hereto agree that each of them respectively will designate a person in his employment to act as authorized agent for the Party with respect to the work to be performed under this Agreement. The person so designated in each case shall have authority, within any limits defined by law, to represent the Party in transmitting instructions or information to the other Party, and to interpret and define policy and decisions of the respective Party with respect to work under this Agreement.

ARTICLE X. SUCCESSORS AND ASSIGNS

Each of the Parties hereto hereby binds itself, its successors, assigns and/or legal representatives to the other Party and to such other Party's successors, assigns, and/or legal representatives in respect to all covenants of this Agreement.

ARTICLE XI. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement by and between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties hereto.

ARTICLE XII. ASSIGNABILITY

The COMMISSION shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the COUNTY; provided, however, that claims for money due or to become due to the COMMISSION from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such prior approval. Notice of any such assignment or transfer, however, shall be furnished to the COUNTY.

ARTICLE XIII. CANCELLATION/TERMINATION

Either Party to this Agreement may terminate the Agreement by providing written notice specifying the effective date of termination to the other Party at least thirty (30) days in advance of said effective date of termination. In the event of termination, the COMMISSION shall be paid an amount which bears the same ratio to total compensation under ARTICLE III hereof as the services actually performed as of the date of effective termination bear to the total services contemplated under ARTICLE I hereof. Further, in the event of termination, the COMMISSION shall be under no obligation or requirement to discontinue active work on services under this Agreement until written notice to terminate is received as contemplated hereunder, and the Parties mutually agree that the COMMISSION shall be entitled to payment for all services actually performed through the date of effective termination as defined herein, notwithstanding that the COMMISSION may have received verbal notice of the other Party's intent to terminate. The Parties agree, further, that the effective date of termination shall be thirty (30) days following receipt by the COMMISSION of the COUNTY'S written termination notice, which notice shall be delivered to the COMMISSION by certified mail (return receipt) addressed to the COMMISSION'S principal business office.

ARTICLE XIV. TITLE TO WORK PRODUCT

It mutually is agreed by and between the Parties that any drawings, plans, reports, or other documents or materials produced under this Agreement for the use or benefit of the COUNTY shall not become the property of the COUNTY unless and until all fees, charges, or compensation due the COMMISSION for services or otherwise under the terms of this Agreement shall first have been paid, or arrangements satisfactory to the COMMISSION securing the payment thereof shall have been made.

ARTICLE XV. RESOLUTION OF DISAGREEMENT

It mutually is agreed by and between the Parties that any disagreements or discrepancies arising out of or in any way related to work contemplated under this Agreement, or in any way related to the terms of this Agreement, shall in good faith be resolved between the Parties, and, if that is not successful, the Parties agree to resolve such matters through submission of the dispute to a three-member body to be composed of two representatives chosen unilaterally, one by the COMMISSION and one by the COUNTY, and a third member to be chosen mutually and together by the two members so unilaterally chosen. It mutually is agreed that an attempt under this provision will be made in all cases prior to resorting to normal legal or adjudicative channels. Venue for any litigation or cause of action to be filed arising out of this Agreement shall be that of Washington County, Illinois.

ARTICLE XVI. CONFLICT OF INTEREST

No officer or employee of the COMMISSION having any direct responsibilities in the approval or execution of this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or the proceeds thereof.

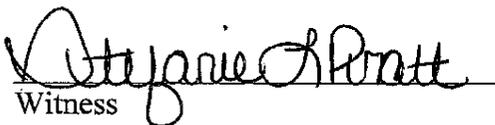
ARTICLE XVII. FURTHER ASSURANCES

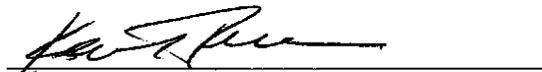
The failure of either Party to insist upon the strict performance of any obligation or to assert any right herein established shall not be deemed a waiver thereof. Each of the Parties agrees to execute such other and further instruments and to perform such acts as may be necessary or convenient to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereunto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SOUTHWESTERN ILLINOIS METROPOLITAN
AND REGIONAL PLANNING COMMISSION


Witness


Executive Director

ATTEST:

WASHINGTON COUNTY, ILLINOIS


Witness


Board Chairman

ORDINANCE #012-08

ANNUAL COUNTY BUDGET FOR THE COUNTY OF WASHINGTON, STATE OF ILLINOIS

We, the Finance Committee of the County Board of the County of Washington, in the State of Illinois, to whom was referred the matter of preparing the Annual Budget for said County, for the purpose of meeting and defraying the necessary expenses for operating purposes of said County, for the Fiscal Year Beginning December 1, 2012, and Ending November 30, 2013, respectfully report that we have prepared a budget to cover said period and in the manner as required by Statute, and the same has been approved by said Committee.

We certify that said proposed budget was prepared and made conveniently available for public inspection at the office of the County Clerk for a period of more than fifteen days prior to final action thereon.

We, therefore, respectfully submit said prepared budget to the County Board of the said County, for the approval and adoption and recommend that same be adopted by a Yea and Nay vote of said Board, and the Annual County Budget for the proposed aforesaid, for the Fiscal Year Beginning December 1, 2012 and Ending November 30, 2013.

<u>Robert Rice</u>	<u>Al Hatt</u>
<u>Chris Maschhoff</u>	<u>Gary Deedman</u>
<u>William Stevenson</u>	_____

MEMBERS OF FINANCE COMMITTEE

Exhibit "H"

ORDINANCE #012-09

TAX LEVY ORDINANCE

AN ORDINANCE, LEVYING TAXES FOR THE FISCAL YEAR BEGINNING DECEMBER 1, 2012, AND ENDING NOVEMBER 30, 2013, FOR THE USES AND PURPOSES HEREINAFTER SET FORTH FOR WASHINGTON COUNTY, ILLINOIS.

Be it ordained by the County Board of the County of Washington.

SECTION 1 - That there be levied upon all the taxable property within the boundaries of Washington County subject to taxation for the year 2012, the total sum of \$2,967,200.00 for as much thereof as may correspond to the approved budget.

SECTION 2 - Approved and adopted by the County Board, Washington County, in the State of Illinois the 13th day of November, 2012 and the County Clerk is directed to record same in the office of the County Clerk.

CHAIRMAN, COUNTY BOARD

CLERK, COUNTY BOARD



ATTEST

CHAIRMAN, FINANCE COMMITTEE

Exhibit "I"

To The Honorable Members of The Board of Trustees
Washington County
Page 2
November 01, 2012

compliance audits of governmental units, as well as accounting and tax related services for individuals.

The services which we would perform for the year ended November 30, 2012, would be as follows:

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of Washington County, Illinois as of and for the year ended November 30, 2012. The document we submit to you will include Management's Discussion and Analysis which is supplementary information required by generally accepted accounting principles that will be subjected to certain limited procedures, but will not be audited. Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the combined financial statements:

1. Combining and individual fund financial statements
2. Statement of tax rates, extensions, and collections - tax calendar
3. Supplemental information as may be applicable under reporting Standards

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Washington County and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Exhibit "J"

We're sorry, but your incoming fax may be incomplete. Please call the sender to verify your fax or to request a re-send.

Your fax may be incomplete because one or more of the following has occurred:

1. Fax transmission was interrupted.
2. "End fax" signal not received.
3. Unable to convert to desired file format.

We apologize for any inconvenience.

You will not be charged for this additional page.