

OFFICIAL PROCEEDINGS
WASHINGTON COUNTY BOARD MEETING

APRIL 11, 2023

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the Washington County Courthouse Nashville, Illinois on April 11, 2023 for the purpose of transacting county business that might come before the Board.

Present and presiding were Chairman David Meyer and Shari Hempen, County Clerk and Clerk of the Board.

Others present were Sheriff Ross Schultze, Debby Stricker-Okawville Times, John Felchlia-Ambulance Administrator, Dan Janowski-State's Attorney, Kiefer Heiman-Highway Supervisor, Todd Marver-Nashville News, Sharon Mewes-Assessor, Dr. Jay Colbrook-Animal Control Administrator, Linda Tragesser, Brittany Bateman, Darrah Sabo, Matt Bierman-EMA Administrator, Jeff Twadarski, Delbert Reed and Heather Baker

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the meeting of the Washington County Board to order at 7:04 p.m.

Roll Call was taken by Clerk Hempen with 13 members present and 2 absent. Those present were Bening, Brammeier, Hohlt, Karg, Muentner, Bronke, Klingenberg, Todd, Shemonic, Small, Suedmeyer, Unverfehrt and Meyer. Absent were Ibendahl and Lamczyk

Chairman Meyer asked if there were any additions or corrections to the minutes of the Regular County Board Meeting held on March 14, 2023. With no additions or corrections, a motion was made by Unverfehrt and seconded by Klingenberg to approve the minutes as presented. Motion carried.

Sharon Mewes Washington County Assessor appeared before the board. She reported that the last day the Board of Review would be in session is April 14 and that there have only been 22 appeals so far.

The Assessors office will be starting on a new Plat book this summer, they are using the same company. It will be available in 2024.

Mewes also told the board that she has been getting a lot of questions about why the Washington County hospital only collects taxes from 4 townships out of 16 in the county. She wanted to know if it could go to the voters to add the other 12 townships. Matt Bierman a Washington County Hospital board member said it would have to go to the people for a vote.

Kiefer Heiman, County Engineer, brought before the Board (RESOLUTION #2023-24) 2022 Motor Fuel Tax Oil and Bituminous Material Bids were opened on April 26th. Heiman said they had 7 bids up from 6 for last year. (See Exhibit A). Brammeier made a motion to approve the resolution, seconded by Bening. Motion carried.

Kiefer Heiman, County Engineer, brought before the Board (RESOLUTION #2023-25) Improve Federal Aid Route 836 (County Hwy 10) by resurfacing from the Village of Elkton west to IL-153 (See Exhibit B). Brammeier made a motion to approve the resolution, seconded by Muentner. Motion carried.

Kiefer Heiman, County Engineer, brought before the Board (RESOLUTION #2023-26) Rebuild Illinois Funds to repave County Hwy 10 (See Exhibit C). Brammeier made a motion to approve the resolution, seconded by Karg. Motion carried.

Kiefer Heiman, County Engineer, brought before the Board (RESOLUTION #2023-27) replace a failing drainage structure consisting of a 24" steel cross culvert on TR2, Washington County Line Road, Johannesburg Road District,

located 800' south of Lily Road in Section 19, T2S, and R5W. (See Exhibit D). A motion was made by Brammeier and seconded by Shemonic. Motion carried.

Heiman told the board that he has hired Krystal Althoff to replace Sarah Whipple and she starts on April 24th.

The Claims against the County Report was presented to the Board for approval by Ibendahl. TO THE CHAIRMAN AND

MEMBERS OF THE BOARD: YOUR COMMITTEE ON April 10, 2023 EXAMINED ALL CLAIMS PRESENTED AND

RECOMMENDS PAYMENT TO THE FOLLOWING AND THE CLERK BE DIRECTED TO ISSUE ORDER ON THE COUNTY

TREASURER TO THE CLAIMANTS FOR THE AMOUNTS ALLOWED. (See Exhibit E) Todd asked what the \$2500 sewer clean out bill was for. Inmates flushed clothing down the stools and it backed up. He asked if there could be charges filed against the person (s) who did it. He was told there are no cameras in all the cells and could not see who did it. A motion was made by Bening and seconded by Small to accept the report as presented. Roll call vote was taken with 13 ayes and 2 absent. Motion carried.

A motion was made by Bening and seconded by Karg to make restitution to the County Board's Per Diems. Motion carried.

The State's Attorney Monthly Report Janowski appeared before the Board to present his monthly report for approval. (See Exhibit F) A motion was made by Hohlt and seconded by Todd to accept the report as presented. Motion carried. Janowski informed the board that Jury trials are coming up.

The County Clerk and Recorder's Monthly Report Clerk Hempen presented her report to the Board for approval.

(See Exhibit G) A motion was made by Klingenberg and seconded by Hohlt to approve the report as presented.

Motion carried. Hempen told the board that there was 15.5% voter turnout with a total of 1532 cards cast for the April 4 Consolidated Election. There are 251 Vote by Mail ballots still out, they have until April 18 to get here, they have to be postmarked by April 4 for them to count.

The Sheriff's Monthly Report Sheriff Schultze presented his report to the Board for approval (See Exhibit H). A motion was made by Small and seconded by Todd to approve the report as presented. Motion carried. Sheriff

Schultze informed the board that Deputy Howard and his 1<9 will finish with their training on April 14. Deputy Lisk resigned April 21 to take a position at St. Clair County, he will receive more money and better insurance premiums.

Nathan Hagemann will replace Lisk and Spencer Carroll has been promoted to evening shift Sergeant for corrections.

Sam Bielong will go from part time to full time in corrections on April 20. He also told the board the department purchased a squad car equipped and ready to go from Fayetteville for \$25,000. Vehicle trackers have been installed in most of the squad cars already with a few more to go. They can monitor speed, braking and can be set up for boundaries. Schultze has been in contact with Jefferson County to house Washington County prisoners, while the remodeling of the jail is done. Jefferson County will charge \$45 a day for county prisoners and more for Federal prisoners. Schultze is also trying to get the housing costs and get reimbursed for mileage for transporting Federal Prisoners.

Dr. Jay Colbrook-Animal Control Administrator, appeared before the Board to give an update on Animal Control. He

Thanked the Board for all the help throughout the year. In 2022 343 dogs and 263 cats went through animal control. Animal control has 16 pens inside and 10 pens outside that is max capacity. He told the board that the community is very generous when it comes to animal needs. They recently received a monetary donation in the amount of \$7933. He said Deb Hagopian is doing a great job along with her 4 part time help. They are looking to expanding the building in the near future with the increase in numbers every year. Kate Muentner told the board that Dr. Colbrook is doing a great job.

The Emergency Ambulance and Rescue Service Monthly Report John Felchlia Ambulance Administrator presented his report to the Board for approval. (See Exhibit I) A motion was made by Small and seconded by Shemonic to approve the report as presented. Motion carried. Felchlia told the board the volume of calls has increased 4 1/2 to 5 %

The Treasurer's Monthly Cash Flow Statement and Budgetary status Reports for Period ending 03/31/2023 (See (See Exhibits J & K). A motion was made by Suedmeyer and seconded by Shemonic to accept the report as presented subject to audit review. Motion carried. Also included was the ARPA Fund recap (Informational Only) (See Exhibit L).

Zoning #Z003-23 (Ordinance #2023-5) presented by Eric Unverfehrt requesting an amendment to the Washington County Zoning Ordinance changing the Zone District Classification on 2.5 of 5 acres in: Part of the Se 1/4 of the Ne 1/4 Section 36 township 1 North, Range 2 West. A motion was made by Suedmeyer and seconded by Muentner to approve the zoning request. Motion carried. Roll call vote was taken with 12 ayes, 2 absent, Unverfehrt abstained. (See Exhibit M)

Zoning #S002-23 (Ordinance #2023-6) presented by Robinsons Outdoors requesting the Granting of a Special Use Permit to allow a digital billboard on property located at: Part of the Se 1/4 of Se 1/4 of Section 1 Township 2 South 3 West. Located at the intersection of 127 and Mockingbird Rd. northwest corner. A motion was made by Muentner and seconded by Karg to approve the zoning request. Motion carried. Roll call vote was taken with 13 ayes and 2 absent. (See Exhibit N)

Final Plat of Frederking's Subdivision was brought before the Board for approval. (Ordinance #2023-7) it is a Minor Subdivision of part of the SW 1/4 of the NW 1/4 of Section 13 Township 1 South, Range 4 West. (See Exhibit O) Brammeier made a motion to approve the Final Plat, seconded by Bening. Motion carried. Roll call vote was taken with 13 ayes and 2 absent.

Final Plat of Brasel Hill Subdivision was brought before the Board for approval. (Ordinance #2023-8) it is a Minor Subdivision of part of the SW 1/4 of the NW 1/4 of Section 13 Township 1 South, Range 4 West. (See Exhibit P) Brammeier made a motion to approve the Final Plat, seconded by Muentner. Motion carried. Roll call vote was taken with 12 ayes, 2 absent, Meyer abstained.

A motion was made by Brammeier and seconded by Shemonic to give Chairman Meyer permission to sign the Intergovernmental Agreement between Southwestern Illinois Metropolitan and Regional Planning Commission and Washington County. (See Exhibit Q)

At this time, Chairman Meyer called for committee reports.

Ambulance- 2 meetings

Animal Control- No meeting

Cemetery- No meeting

Claims against the County- 1 meeting

Communications/Drug Task- No meeting

County Buildings- 2 meetings. 1 regular 1 joint with Finance Committee

Jail Renovation; Suedmeyer stated they are waiting on the contract from Korte. When it is received the process to start setting up construction orders and renovation will begin.

The building committee and finance committee, met with Eggemeyer Architects for the new Ambulance facility, Suedmeyer received an email from the company that did the Archeological study and it came back clean, they did not find anything. They will send to state, hopefully there will be no issues.

County Health Department- 1 meeting

Education- No meeting

Enterprise Zone (Centralia) - No meeting

Enterprise Zone (Nashville) - No meeting

Environmental, EMA & Zoning- 2 meetings

Finance, Claims & Economic Development- 2 meetings. 1 regular 1 joint with Building Committee

ARPA-Election Equipment: The County is in need of new Election equipment and the Finance Committee has concurred with the clerk to replace the old equipment. The County clerk has decided to go with GBS which is the company they currently have. The cost would be \$291,962.08 the money would come from ARPA. Since there is no Election in November of this year she will give \$30,000 out of her election line item towards the cost. Suedmeyer wanted to Thank Clerk Hempen for working with them.

Insurance- 1 meeting

Legislative- No meeting

Personnel, Policy & Appointments- No meeting

Planning Commission- 1 meeting

Road & Bridge-1 meeting

Safety- No meeting

Solid Waste- 1 meeting

There will be a recycling truck at the Community Center on Saturday April 22. They are planning on 2 other events in late summer and fall. One in Okawville and the other in Ashley.

South Central IL. Growth Alliance- No meeting

911- 1 meeting

911/Communications- 1 meeting

Contract Negotiations — FOP no meeting

Contract Negotiations — IBEW no meeting

Chairman Meyer asked for any comments from the public.

Matt Bierman told the board that in order to change what townships contribute tax money to Washington County Hospital would have to be on the ballot. 10 % or 50 votes whichever is higher.

A motion was made by Bening and seconded by Small to approve payment of monthly utility expenses and payroll expenses. Motion carried.

The next regularly scheduled meeting will be May 9, 2023 at 7:00 p.m.

A motion was made by Todd and seconded by Muentner to adjourn the meeting. Motion carried. The meeting of the Washington County Board adjourned at 8:16 p.m.

Shari Hempen, Washington County Clerk and Clerk of the Board

WASHINGTON COUNTY BOARD

101 E. St. Louis st., Nashville, IL. 62263

COUNTY BOARD MEETING:

7:00 P.M April 11, 2023

AGENDA

Prayer and Pledge

2. Call to Order
3. Roll Call
4. Acknowledgment of Guests
5. Dr. Jay Colbrook- Animal Control Administrator
6. Sharon Mewes-Washington County Assessor
7. Approval of the March 14, 2023 County Board Minutes
8. Highway Department:
 - Resolution to approve FY 2023 oil bid result
 - Resolution to appropriate local funds to repave County Highway 10-Elkton to IL-153
 - Resolution to appropriate Rebuild Illinois Funds to repave CH 10 — Elkton to IL-153
 - Resolution to appropriate township aid under 605 IL-CS 5/5-501 of Johannisburg Road District
 - Washington County Line Road
9. Claims against the County
10. Approve County Board Expenses
11. State's Attorney's Monthly Report
12. County Clerk and Recorder's Monthly Report
13. Sheriff's Monthly Report
 - Emergency Ambulance & Rescue Service Monthly Report
 - treasurer's Monthly Cash Flow & Budgetary Status Report
16. ARPA Fund monthly recap (Informational Only)
17. Zoning: Case #Z003-23 Eric Unverfehrt, Map Amendment
 - #S002-23 Robinsons Outdoors, Special Use Permit
 - Frederking's Subdivision-Lucas Frederking
 - Brasel Hill Subdivision-Rick Brasel
18. Intergovernmental Agreement between Southwestern Illinois Metropolitan and Regional Planning Commission and Washington County
19. Committee Reports:
 - Finance:
 - ARPA- New Election Equipment
 - Building:
 - Ambulance Facility
 - Jail Renovation
20. Approve Monthly Utility Expenses, and Payroll Expenses
21. Opportunity for the General Public to address the County Board
22. Adjournment

Agenda items may be re-arranged during the meeting at the Board's discretion.
Old and New Business may be discussed within each agenda item.
General Comments on non-agenda items may be made without action being taken.

District 1:
Eugene "Gene" Lamezyk Jr.
Kathy Muentert
Rodney Small
Gary Suedmeyer — Vice-Chairman
Larry Unverfehrt

District 2:
Dan Bronke
Alan Hohlt
Dave Ibendahl
Brian Klingenberg
Dennis Shemonie

District 3:
Douglas Bening
Eric Brammeier
David Meyer - Chairman
Paul Todd
David Karg

Resolution #98Q 3.94

Resolution

Whereas, the 2022 Motor Fuel Tax Oil and Bituminous Material Bids were opened at 7:00PM on April 6th, 2022 at an open meeting called by the Washington County Road and Bridge Committee, and

Whereas, the low Bidders and their corresponding prices for the various items are listed on the attached sheet, and

Whereas, a quorum of members of the Washington County Road and Bridge Committee were in attendance during the bid opening and found the bids were opened to their satisfaction recommending them to the full Board for award with the concurrence of the County Engineer.

Whereas, the County Engineer has reviewed the submitted bids and finds that the bid submittals and bid opening meet the Illinois Department of Transportation policy concerning the bid and the results shown on the attached sheet accurately represent the lowest responsible bids submitted. With this the County Engineer concurs with the recommendation of the Washington County Road and Bridge Committee.

Now, therefore, be it resolved, that the Washington County Board hereby accepts the bids as shown on the attached and authorizes the award of all items to the Bidders listed for the prices shown payable through the 2022 Motor Fuel Tax funds previously authorized by resolution.

State of Illinois

Washington County)

I, Shari Hempen, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify that the foregoing is a true, perfect, and complete copy of a Resolution adopted by the County Board of Washington County at its regular meeting held at Nashville, Illinois, on April 12th, 2022.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County at my office in Nashville, Illinois in said County, this 12th day of April A.D. 2022.



Shawn Hemper
County Clerk

Washington County and Road District

2023 Bituminous Materials Tabulation of Bids

Note: Low bidders for each bid item are shown in bold.

| No. | Item | County/ Road District | Delivery | Unit | Bid & Budget Quantity | Bidder #1 | | Bidder #2 | | Bidder #3 | | Bidder #4 | | Bidder #5 | | Bidder #6 | | Bidder #7 | |
|-----|------------------|--------------------------|-------------------|------|-----------------------------|---------------|--------------|---------------|--------------|---------------|--------------|---------------|--------------|---------------|--------------|---------------|-----------------|---------------|-----------------|
| | | | | | | Unit Price | Bid Total | Unit Price | Bid Total | Unit Price | Bid Total | Unit Price | Bid Total | Unit Price | Bid Total | Unit Price | Bid Total | Unit Price | Bid Total |
| 1a | HFE-150/300 | County | Furn & Applied | Ton | 225 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$694.25 | \$ 156,206.25 | \$ 650.01 | \$ 146,252.25 |
| 1b | HFE-150/300 | Road District | Furn & Applied | Ton | 1,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$694.25 | \$ 1,041,375.00 | \$ 650.01 | \$ 975,015.00 |
| 1 | Total | | | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ 1,197,581.25 | | \$ 1,121,267.25 |
| 2 | BH Mix #1 | County | FOB Loading Pt #1 | Ton | 300 | \$59.74 | \$ 17,922.00 | \$61.99 | \$ 18,597.00 | \$ - | \$ - | \$ - | \$ - | \$60.00 | \$ 18,000.00 | \$ - | \$ - | \$ - | \$ - |
| 3 | BH Mix #2 | County | FOB Loading Pt #1 | Ton | 150 | \$75.00 | \$ 11,250.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$67.00 | \$ 10,050.00 | \$ - | \$ - | \$ - | \$ - |
| 4 | BH Mix #2 | Beaumont | FOB Loading Pt #3 | Ton | 350 | \$75.00 | \$ 26,250.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5 | BH Mix #1 | Ashley | Furn & Spread | Ton | 300 | \$ - | \$ - | \$69.99 | \$ 20,997.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6 | BH Mix #1 | Belo | Furn & Spread | Ton | 200 | \$ - | \$ - | \$69.99 | \$ 13,998.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7 | BH Mix #2 | Belo | Furn & Spread | Ton | 200 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8 | BH Mix #1 | Dubois | Furn & Spread | Ton | 100 | \$ - | \$ - | \$69.99 | \$ 6,999.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9 | BH Mix #1 | Haystack | Furn & Spread | Ton | 600 | \$ - | \$ - | \$ - | \$ - | \$56.78 | \$ 34,068.00 | \$ - | \$ - | \$59.50 | \$ 35,700.00 | \$ - | \$ - | \$ - | \$ - |
| 10 | BH Mix #1 | Johannesburg | Furn & Spread | Ton | 1,000 | \$ - | \$ - | \$67.99 | \$ 67,990.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11 | BH Mix #1 | Nashville | Furn & Spread | Ton | 250 | \$64.78 | \$ 16,195.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12 | BH Mix #1 | Clairborne | Furn & Spread | Ton | 500 | \$ - | \$ - | \$67.99 | \$ 33,995.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13 | BH Mix #1 | Pilot Knob | Furn & Spread | Ton | 400 | \$67.74 | \$ 27,096.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 14 | BH Mix #2 | Pilot Knob | Furn & Spread | Ton | 100 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 15 | BH Mix #1 | Plum Hill | Furn & Spread | Ton | 600 | \$ - | \$ - | \$67.99 | \$ 40,794.00 | \$54.29 | \$ 32,574.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 16 | BH Mix #1 | Venedy | Furn & Spread | Ton | 100 | \$ - | \$ - | \$67.99 | \$ 6,799.00 | \$54.29 | \$ 5,429.00 | \$ - | \$ - | \$54.50 | \$ 5,450.00 | \$ - | \$ - | \$ - | \$ - |
| 17 | HFE 300 (Spec) | Irvington | Furnish/Mix | Ton | 37 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 830.35 | \$ 30,722.95 |
| 18 | MC-800 | Irvington | Furnish/Apply | Ton | 125 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,195.03 | \$ 149,763.75 |
| 19 | old Patch (Spec) | Venus | FOB Loading Pt | Ton | 200 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$150.00 | \$ 30,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

23.00000-00-GM
April 05, 2023 @ 7:00W

Washington County Highway
Department

Page 2 of 2

Date 03.29.2016

As Tab-4.3 2023

| Bid aid | Bid unit price | Loading Point Location | Delivery point (miles) | Rate per haul mile | Add'l cost | Total unit Price |
|-------------|------------------------------|--|-------------------------------------|-----------------------|---------------|---------------------|
| Item | Washin 59.74 | Count Bit Mix 627 N Grand st, Nashville, IL | 122 W Adams St, Nashville, IL | 1.6 | 0.40 | \$ 0.54 |
| Bid Item | 51.99 5000 | 1505 W St Louis Nashville IL 1928 IL 177 | 27.6 | 0.40 | \$ 11.04 | 52.63 61.04 |
| 5 | Washin ton 75.00 57.00 | Count - Bit Mix 527 N Grand st Nashville IL IL | 122 W Adams St, Nashville, IL | | 0.40 | 75.64 |

Washington County and Road District
23.00000-00-GM
April 05, 2023 @ 7:00pm

Washington County Highway Department
2023 Bituminous Materials Tabulation Of Bids

LOADING POINT EVALUATION

The undersigned hereby attests that the results shown on this bid tabulation are accurate and each bidder has met the requirements as contained in the approved bid proposal.

All mileage calculations using Google Maps shortest route.

[Signature]
Washington County Engineer

1928 177. Okaville, IL

276

00 \$11.04

68.04

County of Washington
Section No. 20-00096-00-RS
Project No. XHBO(837)
Job No. C-9800-24

RESOLUTION

N 023-25

WHEREAS, the Washington County Board proposes to improve Federal Aid Route 836 (County Highway 10) by resurfacing from the Village of Elkton west to

IL-153 in Washington County, IL, being approximately 3.4 miles in length, and

WHEREAS, the project has been designated as Section 20-00096-00-RS Project No. XHBO(837), Job No. C-98-020-24, and

WHEREAS, this roadway qualifies for resurfacing under the Federal STR program, and

WHEREAS, the County wishes for the program to pay 80% of the construction costs for such replacement, and

WHEREAS, approximately \$405,000.00 of Local Matching Funds are required for the County's share of Construction of said improvement, and

WHEREAS, the Road & Bridge Committee has reviewed these appropriations and finds them satisfactory to appropriated,

NOW, THEREFORE BE IT RESOLVED, that the sum of \$405,000.00, or as much of such sum as may be needed to match federal funds, is hereby appropriated from the County Matching Fund to provide the required local share of construction on the above-mentioned section, project, and job, and

BE IT FURTHER RESOLVED, that the County Board Chairman is authorized and directed to execute the "Local Agency Agreement for Federal Participation" and any other such documents related to the advancement and completion of said project.

STATE OF ILLINOIS

WASHINGTON COUNTY)

I, Shari Hempen, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify that the foregoing is true, perfect, and complete copy of a resolution adopted by the County Board of


County Clerk

Washington County at its regular meeting held in Nashville, Illinois on the 1 Ith of April, 2023.





**Illinois
Department
of
Transportation**

Local Public Agency
**Joint Funding Agreement for State-Let
Construction Work**

LOCAL PUBLIC AGENCY

| | | | |
|-------------------|-----|-----------------------|-------------------|
| 20-00096-00-RS | | County Washington | Section Number |
| Washington County | | ITEP SRTS HSIP Number | |
| Fund Title | N/A | MPO Name | MPO TIP Number |
| STR | N/A | N/A | N/A |

Construction

State Job Number

Project Number

C-98-020-24

XHB0(837)

[8 Construction on State Letting C] Construction Engineering CI Utilities CI Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "I-PA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and I-PA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the I-PA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

| | | | | |
|---------------|----------|-------------|---|---------------|
| CH 10 | FAS 0836 | 3.40 Miles | Stationing Local Street/Road Name Route | Key Length |
| From 05.39 | | To 08.79 | | |

Location Termini

ILL 153 to Elkton East City Limits

| | | |
|----------------------|-----------------------------|-----------------|
| Current Jurisdiction | Existing Structure Number s | Add Location |
| Washington County | N/A | |

PROJECT DESCRIPTION

Standard overlay of County Highway 10 along with all additional work necessary to complete project.

**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET
CONTRACTS**

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the I-PA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work only)

Check One

[2 METHOD A - Lump sum (80% of I-PA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the I-PA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the I-PA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the

remainder of the I-PA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD _____ B-Monthly Payments of
due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the I-PA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the I-PA's estimated obligation under the provisions of the agreement has been paid. The I-PA will pay to the STATE the remainder of the I-PA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - I-PA's _____ Share BALANCE divided by estimated
total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractors first and subsequent progressive bills for this improvement, the I-PA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the I-PA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

I

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the I-PA, may place the debit into the Illinois Comptroller's Offset System (15 IL-CS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the I-PA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, 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 STATE. The I-PA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The I-PA is responsible for the payment of the railroad related expenses in accordance with the I-PA/ railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to

the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.

12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the I-PA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The I-PA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the I-PA's certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the I-PA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the I-PA;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.

4. For contracts awarded by the LPA, the I-PA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The I-PA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE 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.). In the absence of a USDOT - approved I-PA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the I-PA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 IL-CS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. Reimbursement Requests: For reimbursement requests the I-PA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). I-PA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
2. Financial Integrity Review and Evaluation (FIRE) program: I-PA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the TE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. Project Closeout: The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1 or seven (7) years for projects over \$1 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. Single Audit Requirements: If the I-PA expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. I-PA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (DOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the I-PA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a I-PA's calculation of federal funds expended by the I-PA for Single Audit purposes..
7. Federal Registration: I-PA's are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

8. Required Uniform Reporting: For work not included on a state letting, the Grant Accountability and Transparency Act (30 IL-CS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 IL-CS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

| | | |
|----|----|------------------|
| | 1. | Location Map |
| | 2. | Division of Cost |
| [8 | 3. | Resolution* |
| | | |

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The I-PA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

David Meyer

Title of Official

County Board Chairman

Signature

David G. Meyer

Date

4-11-23

The above signature certifies the agent's TIN number;
376002302 conducting business as a Governmental Entity.

DUNS Number 620132001

UEI

APPROVED

State of Illinois

Department of Transportation

Omer Osman P.E. Secretary of Transportation

Date

By:

George A. Tamas P.E. S.E. Engineer of Local Roads & Streets

Date

~~Stephen M. Tamas P.E. Director of Highways Planning and Development~~

Date

Yan Su Kim Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 2

| | | | | |
|-------------------|------------------|----------------|----------------|-----------|
| Washington County | Washington | 20-00096-00-RS | C-98-020-24 | XHBO(837) |
| Number | State Job Number | Coun | Project Number | Section |

DIVISION OF COST

| Type of Work | Federal Funds | | State Funds | | Local Public Agency | | Totals |
|----------------------------|---------------|----------------|-------------|--------|---------------------|-----------|------------------|
| | Fund T pe | Amount | Fund Type | Amount | o/o | Fund T pe | Amount |
| Participating Construction | STR | \$1,620,000.00 | | | | Local | \$405,000.00 BAL |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| Total | | \$1,620,000.00 | Total | | | Total | \$405,000.00 |
| | | | | | | | \$2,025,000.00 |

If fundin is nota ercenta e of the total lace an asterisk in the s ace rovided for the rcenta e and ex lain below:

STR Funds NTE \$1,620,000.00

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Printed 04/05/23

Page 6 of 6

BLR 05310C (Rev. 03/31/22)

RESOLUTION

2023-26

WHEREAS, the Washington County Board proposes to improve Federal Aid Route 836 (County Highway 10) by resurfacing from the Village of Elkton west to IL-153 in Washington County, IL, being approximately 3.4 miles in length, and

WHEREAS, the project has been designated as Section 20-00096-00-RS, Project No. XHBO(837), Job No. C-98-020-24, and

WHEREAS, this roadway qualifies for resurfacing under the Federal STR program, and

WHEREAS, the County wishes for the program to pay 80% of the construction costs for such replacement, and

WHEREAS, approximately \$405,000.00 of Local Matching Funds are required for the County's share of Construction of said improvement, and

WHEREAS, the Road & Bridge Committee has reviewed these appropriations and finds them satisfactory to appropriated,

NOW, THEREFORE BE IT RESOLVED, that the sum of \$405,000.00, or as much of such sum as may be needed to match federal funds, is hereby appropriated from the County Matching Fund to provide the required local share of construction on the above-mentioned section, project, and job, and

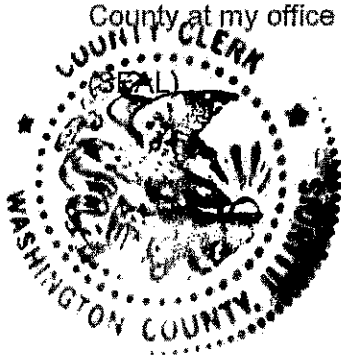
BE IT FURTHER RESOLVED, that the County Board Chairman is authorized and directed to execute the "Local Agency Agreement for Federal Participation" and any other such documents related to the advancement and completion of said project.

STATE OF ILLINOIS

WASHINGTON COUNTY)

I, Shari Hempen, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify that the foregoing is true, perfect, and complete copy of a resolution adopted by the County Board of Washington County at its regular meeting held in Nashville, Illinois on the 11th of April, 2023.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said my
County at my office office in Nashville, Illinois in said County this 11th day of April, 2023.



County Clerk
Illinois
Department

Shari Hempen

Resolution for Improvement of Transportation Under the Illinois Highway Code

capital improvement?
C] Yes C] No

Is this project a bondable

| Resolution Type | Resolution Number | Section Number |
|-----------------|-------------------|----------------|
| Original | 2023-26 | 20-00096-00-RS |

BE IT RESOLVED, by the Board

of the County

Governing Body Type Local Public Agency Type of Washington Illinois that the following described

street(s)/road(s)/structure be improved under

Name of Local Public Agency the Illinois

Highway Code. Work shall be done by Contract

Contract or Day Labor For Roadway/Street Improvements:

| Name of Street(s)/Road(s) | Length (miles) | Route | | To |
|---------------------------|----------------|----------|-------|-------|
| County Highway 10 | 3.4 | FAS 0836 | 05.39 | 08.79 |

For Structures:

| Name of Street(s)/Road(s) | Existing Structure No. | Route | Location | Feature Crossed |
|---------------------------|------------------------|-------|----------|-----------------|
| | | | | |

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Standard overlay of County Highway 10 along with all additional work necessary to complete the project.

2. That there is hereby appropriated the sum of Four Hundred Five Thousand

Dollars (450,000) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds. **REBUILD ILLINOIS FUNDS.**

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

Name of Clerk Local Public Agency Type Local Public Agency Type
of Washington
in the State aforesaid, and keeper of the records and files thereof, as provided by
I, Shari Hempen County Clerk in
and for said County

Name of Local Public Agency statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Washington at a meeting held on April 11, 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of April, 2023

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date



Department of Transportation

Shari Hempen 4/11

Approved

Regional Engineer Signature & Date

Printed 04/05/23

Page 1 of 1

BLR 09110 (Rev. 01/18/23)

Resolution Number 2023-27

RESOLUTION

WHEREAS, it is necessary to replace a failing drainage structure, consisting of

a

24" steel cross culvert on TR2, Washington County Line Road, Johannisburg Road District, located 800' south of Lily Road in Section 19, T2S, R5W, and

WHEREAS, the Road District Highway Commissioner has petitioned this Board through its Road & Bridge Committee for assistance under 605 IL-CS 5/5-501 and

WHEREAS, the Committee finds the request to be in order at an estimated replacement cost of \$3,475, and

WHEREAS, the petitioner has agreed to pay 50% of the final cost as the Road District share for replacing this structure.

NOW, THEREFORE, BE IT RESOLVED, that the Washington County Board hereby authorizes the appropriation of \$1,737.50 or as much as may be required to provided 50% of this structure's final cost, and that said appropriation is to be paid from the County Bridge Fund.

STATE OF ILLINOIS

WASHINGTON COUNTY)

I, Shari Hempen, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify

that the foregoing is a true, perfect and complete copy of a Resolution adopted by the County Board of Washington County at its regular meeting held in Nashville, Illinois on April 11th 2023.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Nashville, Illinois in said County this 11th day of April, 2023.



A handwritten signature in dark ink, reading "Shane Hemper", is written over a horizontal line.

County

Clerk

Estimate of Drainage Structure Repair/Replacement Cost

Date: 04/05/23
Prepared for: Keith Bergmann
Township: Johannsburg RD

Project Description: Replace existing 24" galvanized steel culvert with a 24" aluminized steel culvert crossing Washington Coun Line Road 800' south of Lily Road.

| Item | Unit | Quantity | Unit Price | Cost |
|---------------------------|-------|----------|------------|------------|
| 24" Steel Culvert - Round | | 40 | \$40.00 | \$1,600.00 |
| Rock Backfill | Load | 2 | \$150.00 | \$30000 |
| | Load | 1 | \$200.00 | \$200.00 |
| Backhoe | Hours | 8 | \$100.00 | \$800.00 |
| Labor | Hours | 8 | \$25.00 | \$20000 |
| BAM | Ton | 5 | \$75.00 | \$375.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Estimated Cost | | | | \$3,475.00 |

2021 Value of Taxable Land in Township

\$14,988,231

0.02% of Value of Taxable Land

\$2,997.65

To be eligible for 50/50 assistance from the County, the Total Estimated Cost of the culvert project must be greater than 0.02% of the value of the taxable land within the township per 605 ILCS 5/5-501.

Does this culvert replacement qualify for County assistance?

Yes

Report of Committee

rATE OF ILLINOIS

Nashville,

Illinois

WASHINGTON COUNTY

April 5, 2023


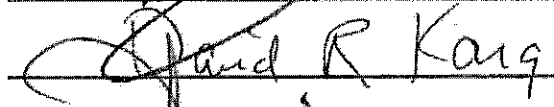

Mr Chairman, Ladies and Gentlemen of the County Board:

Your committee to who was referred the claims against the County Highway Department for the month of March 2023 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 | \$58,761.12 |
| County Bridge Fund | \$21,389.06 |
| County Matching Fund | \$0.00 |
| County MFT Fund | \$1 ,003.06 |
| Road District Fund | \$31,332.75 |
| Township Bridge Fund | \$0.00 |
| | <hr/> |
| Total | \$112,485.99 |



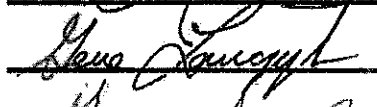
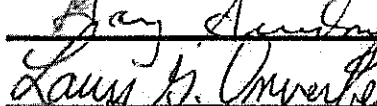

All of which is respectfully submitted.

| | | |
|----------------------|-------------|----------|
| County Highway Fund | \$58,761.12 | Chairman |
| County Bridge Fund | \$21,389.06 | |
| County Matching Fund | \$0.00 | |
| County MFT Fund | \$1,003.06 | |
| Road District Fund | \$31,332.75 | |
| Township Bridge Fund | \$0.00 | |




 Claims Committee

We have examined and approved the bills listed for March 2023 on the attached sheet and recommend that the Claims Committee of the Washington County Board approve them for payment:

Total \$112,485.99
 Date: _____


 Chairman




 Road and Bridge Committee

Vendor Number 1100 ADAMS, CARL 007 00-501.65
 Inv/ PO 03/2023 Claim Invoice Due 03/23 04/11/23 04/11/23 N
 Cornm. Bank System Operator 04/05/23 DONNA 2818
 REIMBURSED EXPENSE 131.94

| Vendor Number | Vendor Name | Number | Number | Date | Date | Date | Liq. ? | No. | Code | Date | Batch |
|---------------|-------------|--------|--------|------|------|------|--------|-----|------|------|-------|
| Number | | Number | | Date | | Date | | | | Date | Batch |

Gross Invoice Amount 131.94 Net Invoice Amount 131.94

| | | AMBULANCE - REIMBURSE DOUBLE SIDED ORGANIZER | | 2818 |
|-------------|----------------------------------|--|------------------------------|---------------------|
| 007 | 00-501.65 | REIMBURSED EXPENSE | 97 | 35.97 |
| | | Gross Invoice Amount | | 35.97 |
| | | Net Invoice Amount | | 35.97 |
| 2773 | ADVANCED CORRECTIONAL HEALTHCARE | 04/01/23 04/11/23 04/11/23 N | 04/05/23 | DONNA 2818 |
| | | WASHINGTON CO SHERIFF - MAY 23 ON-SITE MEDICAL | | |
| 001 | 05-505.43 | INMATE MEDICAL NEEDS | 3,715.82 | 3,715.82 |
| | | Gross Invoice Amount | | 3,715.82 |
| | | Net Invoice Amount | | 3,715.82 |
| 3595 | AFFORDABLE FUNERAL SUPPLY | INV76504 | 02/04/23 04/11/23 04/11/23 | 04/06/23 DONNA 2818 |
| | | CORONER - JUNKIN O/S MORTUARY COT | | |
| 001 | 06-506.45 | EQUIPMENT | 2,638.85 | 2,638.85 |
| | | Gross Invoice Amount | | 2,638.85 |
| | | Net Invoice Amount | | 2,638.85 |
| 3500 | AMAZON CAPITAL SERVICES | IDIN-Y9G9-7NQL | 04/04/23 04/11/23 04/11/23 | 04/05/23 DONNA 2818 |
| | | ACCT 'AIQEC9EWN9266H, SHERIFF DEPT - LABELS | | |
| 001 | 05-505.33 | PRINTING & PUBLISHING | 95 | 95 |
| | | Gross Invoice Amount | | 95 |
| | | Net Invoice Amount | | 35.95 |
| 3500 | AMAZON CAPITAL SERVICES | FXD-QWRW-GWGG | 03/16/23 04/11/23 04/11/23 N | 04/05/23 DONNA 2818 |
| | | ACCT gA3RU07NA33259K, AMBULANCE DEPT - UNIFORM NAME TAPES | | |
| 007 | 00-501.32 | OPERATING SUPPLIES GENERAL | 20 | 82.20 |
| | | Gross Invoice Amount | | 82.20 |
| | | Net Invoice Amount | | 82.20 |
| 3500 | AMAZON CAPITAL SERVICES | IHIP-XXYI-HIWL | 03/12/23 04/11/23 04/11/23 N | 04/05/23 DONNA 2818 |
| | | ACCT gA3RUC7NA33259K, AMBULANCE DEPT - BEARD TRIMMER | | |
| 007 | 00-501.32 | OPERATING SUPPLIES 6 GENERAL | 35.97 | 35.97 |
| | | Gross Invoice Amount | | 35.97 |
| | | Net Invoice Amount | | 35.97 |
| 3500 | AMAZON CAPITAL SERVICES | ITQQ-RJDR-JDSV | 03/19/23 04/11/23 04/11/23 N | 04/05/23 DONNA 2818 |
| | | ACCT n3RU07NA33259K, AMBULANCE DEPT BINS - STORAGE ORGANIZER | | |
| 007 | 00-501.32 | OPERATING SUPPLIES 5 GENERAL | 78 | 736.78 |
| | | Gross Invoice Amount | | 78 |
| | | Net Invoice Amount | | 78 |
| 35 | AMAZON CAPITAL SERVICES | IXKK-T7YX-4PQM | 04/06/23 04/11/23 04/11/23 N | 04/06/23 DONNA 2818 |
| ADAMS, CARL | 03/2023-1 | 03/26/23 04/11/23 04/11/23 N | 04/06/23 | DONNA 2818 |
| 001 | 05-505.40 | UNIFORMS | | |
| | | ACCT 01QEC9EWN9266H, SHERIFF DEPT - SAFETY VEST, SHIRTS, TRASH CAN CADDY BAG | | |
| | | | 141.48 | |

STATE'S ATTORNEYS 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 him from March 1, 2023, to March 31, 2023.

I further report that the foregoing fees were paid by me to Natalie Lynch, Washington County Treasurer

REPORT OF FEES COLLECTED AND PAID

| | |
|--|--------|
| March 2023 -State's Attorney General Fund: | 700.00 |
| March 2023 -State's Attorney Drug Prevention Fund: | 171.25 |
| March 2023 -State's Attorney Automation Fund: | 86.00 |
| March 2023 -Restitution Received: | |

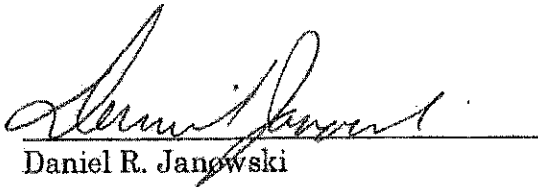


Daniel R. Janowski
 Washington County State's Attorney
 Washington County Judicial Center
 125 E. Elm st., Nashville, IL 62263
 (618) 327-4800 ext. 320

State of Illinois

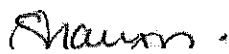
County of Washington)

I, Daniel R. Janowski, State's Attorney for Washington County, Illinois, being first duly sworn on oath, depose and say that the foregoing report of receipts and disbursements of the Office of the State's Attorney from March 1, 2023, to March 31, 2023, is correct to the best of my knowledge and belief.



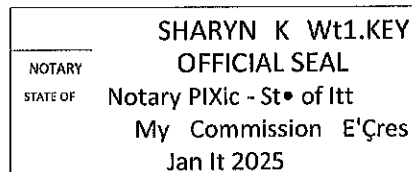
Daniel R. Janowski

Subscribed and sworn to before me this 0 day of April, 2023.



Notary lic

Page 1 of 1



WASHINGTON COUNTY CLERK & RECORDER
 REPORT OF COLLECTIONS
 COLLECTION FOR THE PERIOD 3/1/2023-3/31/2023 MARCH

2023:

Beginning Balances: \$ 2,087.34

Fees Collected: 68,989.21

Total \$ 71,076.55 DISBURSEMENTS:

| | |
|--------------------------|-----------|
| Tax Redemptions | 38,113.16 |
| Tax Redemptions Interest | 1,210.73 |
| Revenue Stamps | 7,250.00 |
| Larado Usage Fee | 906.56 |
| Take Notice | 4.00 |
| Miscellaneous | 140.65 |

| | | |
|---------------|----|-----------|
| Disbursements | \$ | 47,625.10 |
|---------------|----|-----------|

Balance: \$23,451.45

Shailesh Kumar

SHARI HEMPEN



CLERK/RECORDER

WASHINGTON COUèTf....

MARCH 31, 2023

WASHINGTON COUNTY TREASURER:

(G.I.s. ASSESSOR FUND) \$ 4,320.00 (G. I.s. RECORDER FUND) 216.00 ILLINOIS DEPT OF
REVENUE: (R.H.S.P. - \$9.00 PER 216 DOC) 1,944.00

IL DEPT. OF PUBLIC HEALTH

| | |
|-------------------------------|-------|
| (\$4.00 SURCHARGE DEATH CERT) | 12.00 |
|-------------------------------|-------|

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE) 35.00 NATALIE LYNCH, WASHINGTON

COUNTY TREASURER:

(RECORDER AUTO FUND) 1,728.00 NATALIE LYNCH, WASHINGTON CO

TREASURER:

| | |
|-------------------------|--------|
| (DOCUMENT STORAGE FEES) | 648.00 |
|-------------------------|--------|

| | |
|-------------------|-----------|
| (FEE'S COLLECTED) | 12,461.11 |
|-------------------|-----------|

| | |
|-------|-------------|
| TOTAL | \$21,364.11 |
|-------|-------------|

TOTAL DISBURSEMENT \$47,625.10

Remaining Balance Tax Redemption #130068: \$458.16

Tax Redemption #130041: \$207.91

Tax Redemption #140063: \$275.41

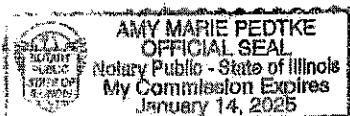
Tax Redemption#2014-000054: \$927.26

Tax Redemption#2014-000058: \$218.60 Total

remaining balance \$2,087.34

TOTAL DISBURSEMENTS FOR THE MONTH OF MARCH, 2023.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1st DAY OF APRIL 2023.



Amy Marie Redke
NOTARY

I, SHERIFF SCHULTZE, SHERIFF OF WASHINGTON COUNTY STATES THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE SHERIFF'S OFFICE FOR THE MONTH OF MARCH 2023.

| | |
|--|-------------|
| FEES EARNED | \$ 697.00 |
| FEES COLLECTED AND PAID TO THE COUNTY TREASURER | \$ 345.00 |
| DIETING PRISONERS | \$ 5,980.30 |
| SERVICE CALLS/PATROL MILEAGE COUNTY INMATES. 13 | \$596.40 |

FEDERAL INMATES4

CRIMINAL ARRESTS.....5

TRAFFIC ARRESTS.....10

WARNINGS..26

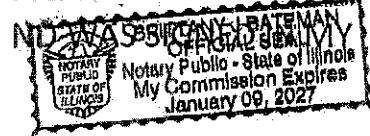
** Numbers are not accurate due to new CAD System — trying to figure out how to get an accurate number.



SHERIFF ROSS SCHULTZE

I, Brian J. Bateman ATTEST THAT THE
OF ROSS SCHULTZE, SHERIFF OF WA ABOVE
OF WASHINGTON COUNTY A

IVE SIGNATURE IS THAT



PRESENCE THIS

11th DAY OF April 2023.

NOTARY

Washington County



Emergency Ambulance and Rescue Service

160 N West Court Nashville, IL

Phone: (618) 327-3075

Fax: (618) 327-7281

Monthly Report for March 2023

Receipts/Billing

| | |
|------------------------|--|
| March Service Fees | \$ 124,212.00 - 5yr Average = \$ 85,785.36 |
| March Income from Fees | \$ 82,556.87 — 5yr Average = \$ 57,099.63 |

Total Expenses

| | |
|----------------|--------------|
| March Bills | \$ 11,516.31 |
| March Salaries | \$ 68,887.90 |

| Total calls for FY 2023 | | 5yr Average |
|-------------------------|-------|----------------|
| December 2022: | 157 - | 147 |
| January 2023: | 138 - | 137 |
| February 2023: | 130 - | 124 |
| March 2023: | 150 - | 138 |
| April 2023: | | |
| May 2023: | | |
| June 2023: | | |
| July 2023: | | |
| August 2023: | | |
| September 2023: | 0 | |
| October 2023: | | |
| November 2023: | 0 | |

2023 Totals: 575

12 MONTH DATE OF SERVICE ANALYSIS

Primary Payor Mix

6-12 Month Mature Average

| Primary Payor |
|------------------|
| Medicare |
| Medicare Advanta |
| Insurance |
| Medicaid |
| Medicaid MCO |
| Patient |
| Facili |
| Other Govt. rs |
| TPL |

Net Collection Percentages

6-12 Month Mature Average

| Primary Payor |
|-------------------|
| Medicare |
| Medicare Advanta |
| Insurance |
| Medicaid |
| Medicaid MCC) |
| Patient |
| Facili |
| Other Govt. Pa rs |
| TPL |

Cash Per Trip

6-12 Month Mature Average

| Primary Payor | CPT |
|-------------------|--------|
| Medicare | 608.78 |
| Medicare Advanta | 624.32 |
| Insurance | 910.60 |
| Medicaid | 438.03 |
| Medicaid MCC) | 443.98 |
| Patient | 115.16 |
| Facili | 595.50 |
| Other Govt. Pa rs | 537.64 |
| TPL | 525.17 |

| | D O S | Trip Count | Gross Charge s | Cont r Allo w | Net Charg es | Rev Ad s | Pa men ts | Write Offs | Refun ds | Balance Due | Gross Chgãrip | Net ChgãTrip | Cashãrip | N e t c o li % |
|-----------|-------------|---------------|----------------------|------------------------|--------------------|----------------|-----------------|---------------|-------------|----------------|------------------|-----------------|-----------|----------------------------------|
| 2022-4 | 96 | 103,906.50 | 29,066.37 | 74,840.13 | 382.16 | 61,898.77 | 13,919.45 | 1,391.90 | 31.65 | 1,082.36 | 779.58 | 630.28 | 80.8% | |
| 2022-5 | 85 | 82,442.00 | 25,461.25 | 56,980.75 | 62.98 | 46,466.88 | 10,002.89 | 448.00 | 969.91 | 670.36 | 546.67 | 81.5% 2022-06 | 25,829.17 | 63,654.83 |
| 12,661.08 | 339.36 | 1,641.00 | 972.65 | 691.90 | 529.18 | 76.5% | | | | | | | 49,024.14 | |
| 2022-6 | 84 | 80714.50 | 23,296.66 | 57,417.84 | 294.35 | 50,322.85 | 7,505.18 | 879.27 | 174.73 | 960.89 | 683.55 | 588.61 | 86.1% | |
| 2022-8 | 97 | 92,239.50 | 27,256.82 | 64,982.68 | 28.89 | 55,877.27 | 7,040.00 | | 2,036.52 | 950.92 | 669.92 | 576.05 | 86.0% | |
| 2022-9 | 101 | 104,868.00 | 29,980.27 | 74,887.73 | 63,691.27 | 6,423.37 | 617.90 | | 5,390.99 | 1,038.30 | 741.46 | 624.49 | 84.2% | |
| 2022-10 | 108 | 108,261.50 | 26,682.27 | 81,579.23 | 317.45 | 57,834.41 | 7,544.50 | - | 15,882.87 | 1,002.42 | 755.36 | 535.50 | 70.9% | |
| 2022-11 | 113 | 106,453.00 | 26,504.51 | 79,948.49 | (0.09) | 55,081.21 | 3,137.72 | 50.00 | 21,779.65 | 942.06 | 707.51 | 487.00 | 68.8% | |
| 2022-12 | 107 | 120,751.00 | 40,447.33 | 80,303.67 | 3,688.09 | 1,483,782.1 | 451.80 | 1,128.51 | 750.50 | - | 84,614.78 | 46,990.77 | 37,624.01 | 1,125.44 |
| 2023-02 | 90 | 107,360.40 | 23,554.84 | 83,805.56 | 35,151.95 | 48,653.61 | 1,192.89 | 931.17 | 380.58 | - | 106,659.95 | 191,589.8 | 468.37 | 1,185.11 |
| 2023-02 | 90 | 107,360.40 | 23,554.84 | 83,805.56 | 35,151.95 | 48,653.61 | 1,192.89 | 931.17 | 380.58 | 41.9% 2023-03 | 90 | 112,022.00 | 5,362.05 | 106,659.95 |
| | | | | | | | | | | | | | | 1,185.11 |
| | | | | | | | | | | | | | | 91.02 7.7% |

Trip Count Trend - Excluding Current Month

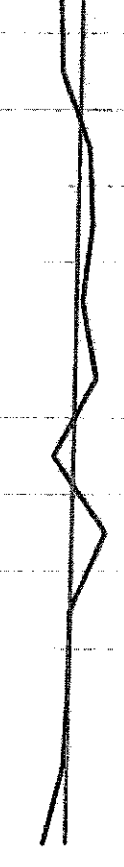
Average Loaded Miles

60
40
20



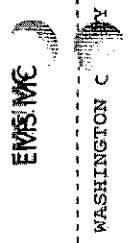
2022-04 2022-05
06 2022-07 2022-08
09 2022-10 2022-11
12 2023-01 2023-02
2022-04 2022-05
06 2022-07 2022-08 2022-10 2022-11 2022-12 2023-01 2023-02 2023-03

25
20
15
10
5
0



2022-
2022-
2022-
02
2022-

EMSI MC



@ EMS Manage & Consultants Inc.

-Cash F Iow St a 23
For tementFor period
ending 03/31/23

Page: 1
Date: 04/10/23

Page 2 of 7

CASH BALANCES AS OF MARCH 31, 2023

Time :14:

| | | | | |
|------------------------------|------------------|----------------|------------|------------------|
| GENERAL FUND CHECKING | 1,817,686. 20 | 310,543. 66 | 535,151.57 | 1,593,078 .29 |
| TOTAL FUNDS : GENERAL FUND | 1,817,686. 20 | 310,543. 66 | 535,151.57 | 1,593,078 .29 |
| GENERAL FUND INVESTMENTS | 89,845. 07 | 650.35 | 0.00 | 90,495.42 |
| VETERANS ASSISTANCE BALANCE | 19,795. 35 | 0.00 | 0.00 | 19,795.35 |
| DRUG ENF TASK FORCE BALANCE | 396.63 | 0.00 | 0.00 | 396.63 |
| HEALTH DEPARTMENT BALANCE | 657,039. 00 | 9/831. 46 | 31,310.38 | 635,560.08 |
| WASH CO. EMERG SERVICE BALAN | 843,087. 05 | 97,136. 64 | 99,864.40 | 840,359.29 |
| IMRF & SOCIAL SECURITY BALAN | 2,503,127. 44 | 82,752. 72 | 125,583.84 | 2,460,296 .32 |
| RECORDER S AUTOMATION BALANC | 73,801. 96 | 1,457.44 | 0.00 | 75,259.40 |
| COUNTY COURT FUND BALANCE | 164,972. 95 | 1,489.96 | 172.15 | 166,290. 76 |

| | | | | |
|-------------------------------|------------------|----------------|------------|------------------|
| AUTOMATTON BALANCE | 137,371. 82 | 1,360.85 | 16,087.39 | 122,645.28 |
| LAW LIBRARY BALANCE | 538.58 | 450.01 | 0.00 | 988.59 |
| CHILD SUPPORT BALANCE | 137,398. 59 | 4.06 | 0.00 | 137,402.65 |
| PROBATION BALANCE | 186,033. 85 | 1,816.81 | 0.00 | 187,850. 66 |
| L. DUECKER BALANCE | 2,003. 81 | 0.00 | 0.00 | 2,003.81 |
| DUI EQUIPMENT BALANCE | 12,495. 45 | 200.35 | 0.00 | 12,695.80 |
| EMINENT DOMAIN BALANCE | 0.00 | 0.00 | 0.00 | 0.00 |
| SHERIFF'S DRUG BALANCE | 152,209. 95 | 797.84 | 0.00 | 153,007.79 |
| TAX SALE AUTOMATTON BALANCE | 35,069. 89 | 9.44 | 0.00 | 35,079.33 |
| TNDEMUNITY BALANCE | 94,678. 17 | | 0.00 | 94,704.07 |
| INHERITANCE BALANCE | 0.00 | 0.00 | 0.00 | 0.00 |
| UNKNOWN HEIRS BALANCE | 0.00 | 0.00 | 0.00 | 0.00 |
| COUNTY HIGHWAY BALANCE | 1,501,259.38 | 47,879.61 | 100,956.87 | 1,448,182. 12 |
| COUNTY BRIDGE BALANCE | 1,145,187. 22 | 279.71 | 0.00 | 1,145,466 |
| MATCHING FUNDS BALANCE | 1,283,698. 40 | 279.71 | 0.00 | 1,283,978. 11 |
| COUNTY MOTOR FUEL TAX BALANCE | 2,685,831. 00 | 106,845. 66 | 73,197.50 | 2,719,479. 9. |
| ROAD DIST MOTOR FUEL BALANCE | 3,907,386. 86 | 110,46 0 | 35 92 | 3,981,875. 44 |
| TOWNSHIP BRIDGE BALANCE | 33,976. 32 | 0.52 | 0.00 | 33,976.84 |
| WASH. COUNTY TORT LIABILITY | 1,146,716. 79 | 0.00 | 638.00 | 1,146,078. 79 |
| SOLID WASTE PROGRAM | 1,301. 72 | 0.00 | 175.00 | 1,126.72 |
| STATES ATTORNEY DRUG PREVENT | 3,163. 67 | 49.74 | 0.00 | 3,213.41 |
| SECURITY FEES FUND | 7,824. 90 | 2,933.87 | 0.00 | 10,758.77 |

| Account | Disbursements | End | SALE TN ERROR FUND | 124,589. | 47.47 | 0.00 | 124,636.51 | Number | Description | Beg |
|---------|---------------|-----|-------------------------------------|--------------|------------|------------|--------------|---------|-------------|-----|
| | | | | | | | | Balance | Receipts | |
| | | | DOCUMENT STORAGE FUND | 310,354. | 1,470.06 | 265.96 | 311,558.47 | Balance | | |
| | | | RECORDERS SPECIAL FUND | 26,819. | 181.00 | 0.00 | 27,000.98 | | | |
| | | | G. 1. S. MAPPING FUND | 162,106. | 3,513.73 | 69,727.22 | 95,892.78 | | | |
| | | | CLERK OPERATIONS ADD-ONS | 49,449. | 763.19 | 116.20 | 50,096.20 | | | |
| | | | POLICE VEHICLE FUND | 6,536. | 25.19 | 0.00 | 6,561.55 | | | |
| | | | WASH CO PET POPULATION CONTROL FUND | 4,649. | 80.00 | 745.50 | 3,984.42 | | | |
| | | | PRARIE STATE REVENUE FUND | 7,540,554.47 | 300,000.00 | 300,000.00 | 7,540,554.47 | | | |
| | | | DOG AND CAT WELFARE FUND | 15,079. | 1,145.00 | 501.75 | 15,722.31 | | | |
| | | | CORONERS FUND | 6,023. | 200.00 | 0.00 | 6,223.18 | | | |
| | | | GENERAL OBLIGATIONS BONDS 2010 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| | | | ELECTRONIC CITATTON FUND | 8,039. | 38.23 | 0.00 | 8,077.23 | | | |
| | | | DEET SERVICE FUND | 54,387. | 10,513.70 | 0.00 | 64,901.68 | | | |
| | | | STATE' S ATTORNEY AUTOMATION | 19,635. | 76.50 | 0.00 | 19,711.70 | | | |
| | | | CO CLERK DOCUMENT STORAGE | 49,014. | 543.00 | 0.00 | 49,557.00 | | | |

WASHINGTON COUNTY BUDGETARY STATUS

Fund 001 COUNTY GENERAL FUND

WASHINGTON COUNTY

Department

Period Ending Date: March 31, 2023

| Account Number Account Name | Previous Actual | Original Budget | Adjustments to Budget | Current Total Budget | Month-to-date Actual | Current Year-to-date Actual | Current Budget Balance | Percentage Spent/Received |
|--------------------------------|-----------------|-----------------|-----------------------|----------------------|----------------------|-----------------------------|------------------------|---------------------------|
| Fund 001 COUNTY GENERAL | | | | | | | | |
| FUND | | | | | | | | |
| Fiscal Year 2023 | | | | | | | | |
| Department 00 | | | | | | | | |
| Revenues | | | | | | | | |
| 00-401.00 | | | | | | | | |
| COUNTY PROPERTY TAXES | 1,326,088.78 | 2,198,319.00 | 0.00 | 2,198,319.00 | 0.00 | 755,957.30 | 1,442,361.70 | 34.3% |
| 00-402.00 | | | | | | | | |
| COUNTY PROPERTY TAXES PRIOR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 00-402.01 | | | | | | | | |
| INT ON PROPERTY TAX -PRIOR YRS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 00-403.00 | | | | | | | | |
| INTEREST ON PROPERTY TAXES | 75,623.08 | 0.00 | 0.00 | 0.00 | 0.00 | 43,348.80 | -43,348.80 | 100.00% |
| 00404.00 | | | | | | | | |
| MOBILE HOME TAX | 786.27 | 0.00 | 0.00 | 0.00 | 0.00 | 693.17 | -693.17 | 100.0% |
| 00-404.01 | | | | | | | | |
| INTEREST ON MOBILE HOME TAX | 3,737.41 | 0.00 | 0.00 | 0.00 | 0.00 | 1,284.28 | -1,284.28 | 100.0% |
| 00-405.00 | | | | | | | | |
| SALES TAX/USE TAX | 1,002,418.92 | 1,004,000.00 | 0.00 | 1,004,000.00 | 95,682.77 | 344,730.31 | 659,269.69 | 34.34% |
| 00-411.00 | | | | | | | | |
| STATE INCOME TAX | 1,009,131.31 | 1,031,000.00 | 0.00 | 1,031,000.00 | 54,481.08 | 296,792.94 | 734,207.06 | 28.79% |
| 00-412.00 | | | | | | | | |
| REPLACEMENT TAX | 682,988.25 | 651,054.00 | 0.00 | 651,054.00 | 50,830.11 | 199,238.26 | 451,815.74 | 30.60% |
| 00-413.00 | | | | | | | | |
| CORONER GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 00-413.01 | | | | | | | | |
| ENERGY GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 00-413.02 | | | | | | | | |
| HAZARD MITIGATION GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 00-413.99 | | | | | | | | |
| GRANT INCOME: COVID RELIEF | 1,053.35 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 00-414.00 | | | | | | | | |
| PLAT BOOK SALES | 3,150.00 | 0.00 | 0.00 | 0.00 | 540.00 | 644.00 | -644.00 | 100.00% |
| 00-415.00 | | | | | | | | |

NATALIE LYNCH
OFFICE OF THE COUNTY TREASURER

WASHINGTON COUNTY 101 E.

ST. LOUIS ST.

NASHVILLE, ILLINOIS 62263

PHONE: (618)327-4800 EXT 152

FAX: (618)327-8749 OFFICE

HOURS: 8:00am -- 4:00

A R P A FUND RECAP

| | Income | Disbursements |
|------------------------|--------------|---------------|
| PREVIOUS FUND BALANCE: | s | |
| (As of 02/28/2023) | 2,268,834.42 | |

FEBRUARY 2023 ACTIVITY

INCOME:

| | |
|---|--------|
| Community Trust Bank — Interest (March '23) | 522.14 |
|---|--------|

| | |
|-------|------------------|
| TOTAL | \$ 2, 269,356.56 |
|-------|------------------|

EXPENSES:

None for the month of March 2023

CURRENT FUND BALANCE: \$ 2,269,356.56

(As of February 28, 2023)



THURS

WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis St. Phone (618)327-4800 ext. 345 Nashville. IL 62263

(618)327-7281

FAX

OFFICE HOURS:

TUES 8:00A.M. - NOON

8:00 - 4:00 P.M.

Email : Matt.bierman@washingtonco.illinois.gov

ORDINANCE TO AMEND ZONING MAP

2023-5

WHEREAS, a public hearing was held in the Washington County Courthouse in Nashville, Illinois on March 23rd 2023, at 8:00 pm, before the Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, an application #Z003-23 was presented by Eric Unverfehrt requesting an amendment to the Washington County Zoning Ordinance (map) changing the Zone District Classification on 2.5 of 5 acres in:

Part of the Southeast Quarter of the Northeast Quarter of Section 36
Township 1 North, Range 2 West of the Third Principal Meridian, Washington
County, Illinois

Located 1/4 of a mile south of Sassafras rd. on west side of Meridian rd.

WHEREAS, the Zoning Board of Appeals has recommended the X Approval, Denial, the County Board of Washington County Concur in the aforesaid findings and recommendations; and

NOW THEREFORE, BE IT ORDAINED by the County Board of Washington County, Illinois for a Zoning Map Amendment to change the Zone District Classification of the above-described property from Ag. to R-1 to be Granted _____ Denied. ADOPTED this 11th day of March 2023.

Aye I

0
tain 1

st:

Shari Hemper David R. Meyer

County Clerk

County Board Chairman



Nay

Abstain 1

Attest:



THURS

WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis St. Phone (618)327-4800 ext. 345 Nashville, IL 62263 FAX
(618)321-1281

OFFICE HOURS:

TUES 8:00A.M. . NOON
8:00 . 4:00 P.M.

Email : Matt. biermanawashingtonco.illinois.gov

ADVISORY REPORT/FINDING OF FACT LETTER

Zoning Map Amendment

To the Honorable David Meyer and Members of the Washington County Board:

RE: Case #Z003-23 Eric Map amendment

1 Unverfehrt

Your Zoning Board of Appeals submits for your consideration its recommendations on the above cited application for a Zoning map amendment.

The Subject Property

Part of the Southeast Quarter of the Northeast Quarter of Section 36
Township 1 North, Range 2 West of the Third Principal Meridian, Washington
County, Illinois

Located 1/4 of a mile south of Sassafras rd. on west side of Meridian rd.

Characteristics of the Surrounding Area

Row crop.

Zoning Map Amendment sought

5 acres currently zoned Ag. Requesting that 2 of it be rezoned to R-1 to build a house.

The Public Hearing:

After due notice as required by law, the Zoning Board of Appeals held a public hearing on the request for the Zoning Map Amendment cited above on March 23rd, 2023, at 8:00 pm in the Washington County Board room. Mr. Unverfehrt was present to offer testimony. There were no oral objections on this request for the Zoning Map Amendment. There were no letters of objection read.

Findings of Facts and Recommendations:

After considering the testimony presented at the hearing, the Zoning board of appeals makes the following finding of facts and recommendations:

1. Effect on General Welfare

None

2. Effect on Nearby Property

Will improve the area

3. Effect on Public Facilities Traffic Circulation and Utilities

None

4. Effect on Nearby Schools, Hospitals, etc.

None

Accordingly, the Zoning Board of Appeals has recommended by a vote of _____5 Yes and 0 No that the request for a Zoning Map Amendment be _____X granted _____ denied. This is a X positive _____negative recommendation.

Considerations:

None

Respectfully,



ZONING BOARD OF APPEALS

Matt Bierman Washington County Zoning Administrator

WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis St. Phone (618)327-4800 ext. 345 Nashville, IL 62263 FAX (618)321-1281

OFFICE HOURS:

TUES 8:00A.M. - NOON
8:00 - 4:00 P.M.

Email : Matt.bierman@washingtonco.illinois.gov



THURS

ORDINANCE FOR SPECIAL USE PERMIT

2023-60

WHEREAS, a public hearing was held in the Washington County Courthouse in Nashville, Illinois on March 23rd, 2023 at 8:00 pm, before the Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, an application #S002-23 was presented by Robinsons Outdoors requesting the Granting of a Special Use Permit to allow:

A digital billboard on property located at:

Part of the Southeast Quarter of the Southeast Quarter of Section 1
Township 2 South, Range 3 West of the Third Principal Meridian, Washington
County, Illinois

Located at the intersection of 127 and Mockingbird Rd Northwest corner.

WHEREAS, the Zoning Board of Appeals has recommended the X_ Approval, Denial, of
said application; and conditions of approval (if any):

Applicant must work with Owner to south to insure New Shell oil sign is not blocked.

WHEREAS, the County Board of Washington County Concurd in the aforesaid findings and
recommendations; and

NOW THEREFORE, BE IT ORDAINED by the County Board of Washington County, Illinois, that a Special Use
Permit for the above-described use on this property be

Granted Denied.

Nay 0
Abstain 0

Attest:

ADOPTED this 11th day of April 2023.

Aye-II



CO^{ON}. IVk&tt\$erk County Board Chairman

WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis St. Phone (618) 321-4800 ext. 345
Nashville. IL 62263 FAX (618) 321-1281

OFFICE HOURS:

TUES 8:00A.M. - NOON

THURS 8:00 - 4:00 P.M.

Email : Matt. bierman@washingtonco.illinois.gov

ADVISORY REPORT/FINDING OF FACT LETTER

SPECIAL USE PERMIT

To the Honorable David Meyer and Members of the Washington County Board:

RE: Case #S002-23 Robinsons Outdoors, Special Use Permit.

Your Zoning Board of Appeals submits for your consideration its recommendations on the above cited application for a Special Use Permit.

The Subject Property

Part of the Southeast Quarter of the Southeast Quarter of Section 1
Township 2 South, Range 3 West of the Third Principal Meridian, Washington
County, Illinois

Characteristics of the Surrounding Area

Zoned Ag. Located on Northwest Corner of intersection of State Rt. 127 and Mockingbird rd.

Special Use Permit Sought

Applicant requesting Special Use Permit to place a digital billboard along State Rt 127.

The Public Hearing:

After due notice as required by law, the Zoning Board of Appeals held a public hearing on the request for the Special Use Permit cited above on March 23rd 2023, at 8:00pm in the Washington County Board room, 101 E. St. Louis St. Nashville, Illinois.

There was one oral objection at the meeting from the Gas station just south of the property. They were concerned it would block the brand-new sign they just put in. They spent the money to have a sign that could be seen from the interstate to the North and did not want that jeopardized.

Findings of Facts and Recommendations:

After considering the testimony presented at the hearing, the Zoning board of appeals makes the following finding of facts and recommendations:

1. Effect on General Welfare

None

2. Effect on Nearby Property

Concerns over blocking the next business's sign to the south of them.

3. Effect on Public Facilities Traffic Circulation and Utilities

Studies were presented to show it would not affect Traffic.

4. Effect on Nearby Schools, Hospitals, etc.

None

Accordingly, the Zoning Board of Appeals has recommended by a vote of ____ ____
5 Yes and ____ o No that the request for a Special Use ____ Permit be x
granted ____ denied. This is a ____ x positive ____ negative recommendation.

Considerations:

Applicant will work with Property owner to south to ensure their sign is not blocked.

Respectfully,

A handwritten signature in black ink, appearing to read 'Matthew Bierman', with a long horizontal flourish extending to the right.

By Matthew Bierman Zoning Administrator

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

This Agreement is made and entered into by and between the Southwestern Illinois Metropolitan and Regional Planning Commission of 10025 Bunkum Road, Fairview Heights, Illinois 62208, hereinafter referred to as the "COMMISSION," and the COUNTY of WASHINGTON, Illinois, 101 E. St. Louis Street, Nashville, Illinois 62263, hereinafter referred to as "COUNTY," on the date last indicated below.

WHEREAS, COMMISSION and COUNTY (collectively sometimes referred to herein as "Parties") are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and are authorized by Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3), and Article V II, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements of cooperation; and

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

WHEREAS, the COUNTY desires to engage the COMMISSION to undertake and perform the following services: certain authorized planning technical assistance; and

WHEREAS, the COMMISSION desires to provide the aforementioned services to the COUNTY pursuant to the terms and conditions contained herein; and

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

Section 1: Scope of Services.

The COMMISSION hereby agrees to provide, perform, or undertake the following:

- 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.

("Scope of Services" or sometimes referred to herein as "Work").

Section 2: Consultant Professional Services.

COMMISSION is employed to render professional services in relation to the Scope of Services only, and any payments made to COMMISSION are compensation solely for such services rendered and recommendations made in carrying out the Scope of Services. COMMISSION shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. COMMISSION shall perform the Scope of Services in accordance with generally accepted standards and practices customarily utilized by competent governmental planning commissions in effect at the time COMMISSION'S services are rendered.

Section 3: Performance Period[reerrn.

The COMMISSION agrees to provide the Scope of Services specified in Section I above starting on January 1, 2023 and ending on December 31, 2023. The COMMISSION reserves the right to extend the Performance Period/Term for no more than sixty (60) days upon written notice to the COUNTY. However, the Parties may mutually agree to extend the Performance Period/Term for a period longer than sixty (60) days.

Section 4: Compensation and Method of Payment.

The COMMISSION shall be compensated for those services provided in Section I above, and the COUNTY shall pay the COMMISSION in accordance with invoices issued by the COMMISSION to the COUNTY.

The PARTIES hereto agree that the COMMISSION'S compensation for those services provided in Section I above is the total flat fee of FOURTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$14,900). The Flat Fee will be invoiced by the COMMISSION to the COUNTY on semi-annual intervals based upon the equal division of the Flat Fee over the Performance Period/Term indicated in Section 3 above. The first semi-annual installment of the total compensation provided pursuant to ARTICLE III hereof, totaling SEVEN THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$7,450.00), shall be invoiced by the

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COMMISSION on January 1 , 2021 and is to be paid within thirty (30) days of the date of said invoice. The COMMISSION will issue an invoice to the COUNTY requesting the remaining compensation in the amount of SEVEN THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$7,450.00) on July 1 , 2021. The COUNTY agrees to make payment in accordance with the COMMISSION'S invoice within thirty (30) days of the date of said invoice.

COUNTY shall pay the COMMISSION's invoices within thirty (30) days of the receipt of any invoices. Any invoices remaining outstanding after forty-five (45) days from the date of invoice shall incur interest charges at the rate of 1.5% per month. Any interest charges incurred shall not count towards calculating the Maximum Amount.

Section 5. Modification of Scope of Services After Substantial Performance.

In the event that the COUNTY determines during the course of the COMMISSION'S performance of any portion of the Scope of Services hereunder, to modify the Scope of Services after such Scope of Services 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, which compensation shall not be included in calculating the Maximum Amount as set forth in Section 4 or the Maximum Amount should be amended to reflect the modification(s). Any modification of the Scope of Services shall be agreed to in writing between the Parties, before the COMMISSION is obligated to undertake any such modifications.

Substantial Performance shall be defined as follows: completion of twelve months technical assistance.

Section 6. Additional Services.

The COMMISSION, upon written request by the COUNTY, may undertake to perform Additional Services that are beyond the Scope of Services contained in Section I hereof, and which are within the COMMISSION'S competence (the COMMISSION in its sole discretion determines its competence to provide Additional Services), provided that the specific terms of

said Additional Services and the additional compensation to be paid to the COMMISSION for said Additional Services shall first be agreed upon in writing between the Parties.

Compensation paid to COMMISSION for Additional Services shall not be included in calculating the Maximum Amount as referred to in Section 4, unless this Agreement is amended to modify the Maximum Amount.

Section 7. 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.

Section 8. 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 the COMMISSION'S employees who are performing services under this Agreement.

Section 9. Authorized Agent.

The Parties hereto agree that each of them respectively will designate a person in their respective employment to act as an 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.

The Parties hereto identify and designate the following person as its Authorized Agent and provides his/her respective contact information:

COMMISSION:

Kevin Terveer Executive Director

Southwestern IL Metro & Regional Planning Commission
...618-344-4250. ext 108 (phone) kterveer@simapc.com
(e-mail)

COUNTY:

Chairman David Meyer

Washington County Board
(phone)

(e-mail)

Either party may change its Authorized Agent listed in this Section 9 upon written notification to the other party at the address indicated in the introductory paragraph contained on page 1 of this Agreement. Written notification must be given three (3) business days in advance of any change of Authorized Agent.

Section 10. 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 terms and conditions of this Agreement.

Section 11. Assignability.

Neither the COMMISSION nor the COUNTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other party; 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, other financial institution, attorney, or collection agency without such prior approval. Notice of any such assignment or transfer, however, shall be furnished to the COUNTY.

Section 12. Suspension of Work.

COUNTY may suspend, in writing, all or a portion of the COMMISSION'S Work, upon twenty-one (21) days written notice sent via certified mail (return receipt) to the COMMISSION. COMMISSION may request that its Work be suspended upon twenty-one (21) days written notice sent via certified mail (return receipt) to COUNTY of circumstances that are interfering with the normal progress of its Work. In addition, the COMMISSION may suspend its Work in the event COUNTY does not pay any invoice when due. The Performance Period/Term (Section 3) shall be extended by the number of days suspended. If a period of suspension exceeds 90 days, the COMMISSION is granted the option to terminate this Agreement pursuant to Section 13.

Section 13. Cancellation/Termination.

Either Party to this Agreement may terminate the Agreement, with or without cause, by providing written notice delivered either by certified mail (return receipt) or hand delivery to the party's Authorized Agent identified in Section 9 above, specifying the effective date of termination to the other party, which shall be 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 Section 4 hereof as the services actually performed as of the date of effective termination bear to the total services contemplated under Section 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 COUNTY'S intent to terminate.

Section 14. Default.

If the COUNTY fails to pay for services rendered and billed by the COMMISSION as set forth in Section 4 above, or any failure by the COUNTY to provide any additional information, documentation, or the COUNTY'S failure to take action in furtherance of the Scope of Services, or any Additional Services as agreed to between the Parties herein, shall constitute a default by the COUNTY.

In the event of default by COUNTY, the COMMISSION, in addition to any and all legal and equitable remedies it may have, shall have the following remedies:

- a. At any time after default, declare this Agreement terminated upon immediate notice to the COUNTY; and
- b. COUNTY shall immediately be liable to the COMMISSION for any and all sums of compensation currently due and owing as of the time of default and for any services and materials that have been provide by the COMMISSION at the time of default; and
- c. COMMISSION shall retain all work product, i.e., drawings, plans, reports, or other documents or materials produced by the COMMISSION under this Agreement.

Section 15. Title to Work Product.

It is mutually agreed by and between the Parties that any and all original 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 performed 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 by the COUNTY.

COMMISSION may retain reproducible copies of all original drawings, plans, reports, or other documents or materials produced under this Agreement.

COUNTY hereby releases COMMISSION from all damages, claims, and losses arising out of any use of any drawings, plans, reports, or other documents or materials produced under this Agreement by COUNTY. COUNTY further agrees that it will not hereafter disseminate any of such original drawings, plans, reports, or other documents or materials produced under this Agreement or copies thereof for use by other parties. Nothing stated herein shall prevent the COMMISSION from using its copies of any such documents in connection with rendering

professional services to others provided that in so doing no confidential information of COUNTY is disclosed to such other client or any other party.

COMMISSION agrees that any electronic documents provided to the COMMISSION by the COUNTY for the COMMISSION'S use in providing work pursuant to the Scope of Services herein belong and remain the property of the COUNTY. The COMMISSION will not disseminate any such documents to third parties without the COUNTY'S written approval and will not make use of any such documents in connection with rendering professional services relative to the scope of services for other clients.

Section 16. Resolution of Disagreement.

It is mutually agreed by and between the Parties that any disagreements or discrepancies arising out of or in any way related to Work contemplated or completed pursuant to this Agreement, or in any way related to the terms of this Agreement, however, specifically excepting therefrom any action to enforce compliance with any term or condition of this Agreement, including the term/condition to pay for services provided in Section 4, shall first be in good faith resolved through discussion 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, both of which shall be a currently licensed attorney admitted to practice in the State of Illinois, and a third member to be chosen mutually and together by the two members so unilaterally chosen, who shall also be a currently licensed attorney admitted to practice in the State of Illinois or an expert in the field of those types of services being provided pursuant to this Agreement, as identified in Section I above. Each party shall pay for the cost and expense of their respective unilaterally selected member, and the cost and expense of the third member shall be split equally (50/50) between the Parties. It is mutually agreed that an attempt under this provision will be made in all cases prior to resorting to filing a court action between the Parties, excepting therefrom any action to enforce compliance with any term or condition of this Agreement, including the term/condition to pay for services provided in Section 4. Venue for any litigation or cause of action to be filed arising out of this Agreement shall be that of St. Clair County, Illinois.

In the event either party brings any action in court against the other party pursuant to the terms of this Agreement, the non-prevailing party in such action shall pay to the prevailing party all costs and expenses incurred by such prevailing party in bringing and prosecuting or defending such action, including reasonable attorney fees.

Section 17. 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/her personal interest or the interest of any corporation,

partnership, or association in which he/she is, directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 18. General Provisions.

- a. Breach Waiver: No waiver by either party hereto of any breach of any term, condition or agreement herein contained shall operate as a permanent waiver of such term, condition or agreement itself, or any subsequent breach thereof. In addition, no endorsement or statement on any check, draft or letter accompany a check or draft for payment of any sums due to COMMISSION pursuant to this Agreement shall be deemed an accord and satisfaction, and COMMISSION may accept such check, draft, or payment without prejudice to COMMISSION's right to recover the balance of such monies owed or to pursue any other remedy provided in this Agreement.
- b. Independent Contractor: COMMISSION shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to establish COMMISSION or any of its employees as the agent, employee, or representative of COUNTY, except that the Scope of Services described herein may include having employees of COMMISSION serve as a representative of COUNTY during this project.
- c. Entirety of Agreement: This Agreement and any exhibits thereto represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d. Amendments: Any amendments to this Agreement, from time to time, which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all Parties to this Agreement.
- e. Applicable Law: The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Illinois. The courts of the State of Illinois shall have jurisdiction over any action arising out of this Agreement and the Parties, and the venue shall be the Circuit Court of St. Clair County, Illinois.
- f. Interpretation: Both Parties to this Agreement have participated fully in negotiation and preparation hereof; and, accordingly,

this Agreement shall not be more strictly construed against any one of the Parties.

- g. Exclusivity: The Parties agree that this is not an exclusive service agreement. COMMISSION may provide similar services to other entities; provided that COMMISSION must at all times fulfill the obligations and duties and meet the standards established in this Agreement.
- h. Severability: To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.
- i. Third Party Beneficiary Rights: The Parties hereto do not intend to create in any other individual or entity the status of a

third-party beneficiary, and this Agreement shall not be construed so as to create such status.


- j. Section Headings: The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation hereof.

Section 19. Signatures and Further Assurances.


In witness whereof, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, agreed to the terms and conditions of this Agreement as set forth herein, and represent by their signature that they have the full authority to execute the same on behalf of their respective boards/corporate authorities. Further, each of the Parties hereto expressly agrees to execute such other and further instruments, documentation, 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 last executed below.

AND REGIONAL PLANNING COMMISSION

 Date 4-28-23
Kevin Terveer, Executive Director

ATTEST:


Witness

WASHINGTON COUNTY, ILLINOIS

 Date 4-11-23
David Meyer, Board Chairman

ATTEST:

Witness

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SOUTHWESTERN ILLINOIS
METROPOLITAN