

**OFFICIAL PROCEEDINGS  
WASHINGTON COUNTY BOARD MEETING**

**December 12, 2023**

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the Washington County Courthouse Nashville, Illinois on Tuesday, December 12, 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 Dan Janowski-State's Attorney, Sheriff Ross Schultze, Matt Bierman-EMA/Zoning Administrator, Linda Tragesser-SIMPAC, John Felchlia-Ambulance Administrator, Kiefer Heiman-Highway Superintendent, Jeff Twardarski 24<sup>th</sup> Judicial Circuit, Todd Marver-Nashville News, Debby Stricker-Okawville Times, Janessa Rymer- 911 Coordinator, Elizabeth Simonton- Health Department Administrator, Natalie Lynch-Treasurer

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the meeting of the Washington County Board to order at 3:05 p.m.

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

Muentner entered the meeting at 3:07 p.m.

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

Natalie Lynch Washington County Treasurer reported to the Board that 99 % of the taxes have been collected. Tax payers who have not paid their taxes have until Friday, December 15<sup>th</sup> at noon to pay or their names will appear in the newspaper. The Real Estate Tax Sale is Friday, January 12, 2024. Lynch thanked Gary Malawy and the Finance Committee for all the input in the budget and that the budget was a challenge.

Elizabeth Simonton – Washington County Health Administrator appeared before the Board to present her Summary of Activities from December 1, 2022 to November 30, 2023. **(See Exhibit A)**

Kiefer Heiman, County Engineer, brought before the Board **(RESOLUTION #2023-40)** Resolution to replace a failing drainage structure, consisting of a 48" steel cross culvert on TR195, Kentucky Road, Beaucoup Road District, located a quarter of a mile east of Indian Trail Road **(See Exhibit B)**. Brammeier made a motion to approve the resolution, seconded by Bening. Motion carried.

Kiefer Heiman, County Engineer, brought before the Board **(RESOLUTION #2023-41)** Resolution to repair a failing drainage structure consisting of a 15' x 13' slab bridge on TR 90, Plum Hill Church Road, Plum Hill Road District, located a tenth of a mile north of IL – 15 in Section 15, T2S, and R4W. **(See Exhibit C)**. A motion was made by Brammeier and seconded by Bronke. Motion carried.

Kiefer Heiman, County Engineer, brought before the Board **(RESOLUTION #2023-42)** Resolution Oakdale Road District drainage structure on Hoover Road TR 56, qualifies for replacement under the Illinois Township Bridge Program. **(See Exhibit D)**. A motion was made by Brammeier and seconded by Shemonic. Motion carried.

Kiefer Heiman, County Engineer, brought before the Board **(RESOLUTION #2023-43)** Resolution improve two miles of County Highway 12 by resurfacing and other improvements from County Highway 10 south of New Marigold Road **(See Exhibit E)**. A motion was made by Brammeier and seconded by Klingenberg. Motion carried.

Kiefer Heiman, County Engineer, brought before the Board **(RESOLUTION #2023-44)** Resolution Appropriating Funds for the Payment of the County Engineer's Salary **(See Exhibit F)**. Brammeier informed the board that the amount is the recommended amount through the IDOT engineering program. A motion was made by Brammeier and seconded by Unverfehrt. Motion carried.

**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 December 12, 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 G)** Ibendahl told the Board it was an expensive month. Ibendahl made a motion to accept the report as presented Karg seconded the motion. Roll call vote was taken with 14 ayes and 1 absent. Motion carried.

A motion was made by Ibendahl seconded by Small 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 H)** A motion was made by Hohlt seconded by Shemonic to accept the report as presented. Motion carried. Jankowski Thanked the Board for the Christmas lunch.

**The County Clerk and Recorder's Fiscal Year and Monthly Report** Clerk Hempen presented her report to the Board for approval. **(See Exhibit I & J)** A motion was made by Suedmeyer and seconded by Bening to approve the report as presented. Motion carried. Clerk Hempen Thanked the Board for the Christmas lunch and dessert.

**The Sheriff's Monthly Report** was presented to the Board for approval **(See Exhibit K)**. A motion was made by Todd and seconded by Hohlt to approve the report as presented. Motion carried. Sheriff Schultze informed the board that his department donated 2 retired squad cars to EMA. He also Thanked the board for the Christmas lunch.

**The Ambulance Monthly Report** Felchlia appeared before the board to present his monthly report for approval **(See Exhibit L)** a motion was made by Small seconded by Karg to approve the report as presented. Motion carried. The ambulance department has seen a 6% increase in call from last year and a 12% increase in the last 5 years. Fees collected are up by 13% from last year and up 17% for the last 5 years. Felchlia thanked the board for the Christmas lunch.

**The Treasurer's Monthly Cash Flow Statement and Budgetary status Reports for Period ending 11/30/2023 (See Exhibits M & N)**. A motion was made by Shemonic seconded by Brammeier to accept the report as presented subject to audit review. Motion carried. Also included was the ARPA Fund recap (Informational Only) **(See Exhibit O)**.

Approve Employment Agreement for Communications Administrator – Angie Huff. A motion was made by Small to approve the Communication Agreement with a couple of changes; extend the probation period to 6 months and remove the language that she has to agree. Motion was seconded by Shemonic. Motion carried. **(See Exhibit P)**

Approve Employment Agreement for EMA Coordinator, zoning Administrator, Safety Officer, Civil Rights Coordinator and Ethics Officer – Matt Bierman Muenter made a motion to approve Matt's Employment Agreement seconded by Small. Motion Carried. **(See Exhibit Q)**

A motion was made by Brammeier to give Chairman Meyer permission to sign off on IBEW grievance and seconded by Shemonic. Motion Carried. **(See Exhibit R)**

FOP Memorandum of Understanding concerning Health Insurance Coverage for 2024. The FOP contract has a \$750 cap on insurance premiums. The 2024 Premiums came in at \$900 in order to meet the maxed cap the county had to go to a higher deductible. The employee will pay the first \$500 of the deductible and the county will reimburse the employee the rest. The reimbursement checks will be issued monthly in the County Clerk's office. **(See Exhibit S)**

ARPA – The Sheriff's Office has requested ARPA funds to purchase body and car cameras. January 1, 2025 body cameras will be mandated by the State of Illinois. Brammeier handed out a quote summary for a 10-year program with AXON for the Body and Car cameras **(See Exhibit T & U)** If the county doesn't sign an agreement by Friday, December 15 the prices will increase by 13 %. After a brief discussion a motion was made by Brammeier to expend up to \$200,000 in the next 2 years out of the ARPA funds for the Body and Car cameras. After the first 2 installment payments are made out of ARPA fund, the remaining 8-installments will be paid out of the Sheriff's budget. Motion was seconded by Hohlt. Gary Suedmeyer handed out a proposed ARPA expenditures. These are just proposed amounts. **(See Exhibit V)**

January 1, 2024 the Paid Leave for all Workers Act Policy will go into effect. Todd made a motion for the Personnel Committee to work on a county policy to keep in compliance with the law. The Department of Labor will not have an opinion on the policy until March of 2024, but the policy has to be done by January 1<sup>st</sup>. motion was seconded by Muentert. Motion carried.

At this time, Chairman Meyer called for committee reports.

**Ambulance-** 1 meeting

**Animal Control-** No meeting

**Cemetery-** No meeting. Trees were cleaned up from the June storm at the Addieville Cemetery

**Claims against the County-** 1 meeting

**Sheriff's/Communications/Drug Task-** 3 meetings

**County Buildings-** 1 meeting

**County Health Department-** No meeting

**Education-** No meeting

**Enterprise Zone (Centralia) -** No meeting

**Enterprise Zone (Nashville) -** No meeting

**Environmental, EMA & Zoning-** 1 meetings

**Finance, Claims & Economic Development-** 2 meetings

**Insurance-** 4 meetings

**Legislative-** No meeting

**Personnel, Policy & Appointments-** No meeting

A motion was made by Ibendahl and seconded by Karg to appoint Charlie Hensley to replace Stephanie Kraus on the Washington County Planning Commission Board. Motion carried.

A motion was made by Ibendahl and seconded by Brammeier to reappoint Keith Curran to the Washington County Mental Health Board. Motion carried.

**Planning Commission-** 1 meeting

**Road & Bridge-**1 meeting

**Safety-** No meeting

**Solid Waste-** No meeting.

**South Central IL. Growth Alliance-** No meeting. Suedmeyer said he is not sure what is going on with this Committee, haven't heard anything from them.

**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.

Chairman Meyer thanked Linda Tragesser for all of the work she does for the County. He also thanked Kate Muentner for the food for the Employee Christmas lunch and thanked Paul Todd for the cheesecakes he made.

Suedmeyer requested to go into executive session under 2C1 he requested the State's Attorney to stay. Roll call vote was taken with 14 ayes no nays. Entered executive session at 4:12 p.m.

Resumed regular session at 4:30 p.m.

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

The next regularly scheduled meeting will be January 9, 2024 at 7:00 p.m.

A motion was made by Todd and seconded by Hohlt to adjourn the meeting. Motion carried. The meeting of the Washington County Board adjourned at 4:40 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:

3:00 P.M December 12, 2023

**AGENDA**

1. Prayer and Pledge
2. Call to Order
3. Roll Call
4. Acknowledgment of Guests
5. Approval of the November 14, 2023 County Board Minutes
6. Natalie Lynch – Treasurer
7. Elizabeth Simonton – Health Dept. Administrator
8. Highway Department:
  - A. Resolution to appropriate township aid under 605 ILCS 5/5-501
    - o Beaucoup Road District
      - Kentucky Road
    - o Plum Hill Road District
      - Plum Hill Church Road
  - B. Resolution to appropriate Matching Funds for construction Hoover Road Bridge
  - C. Resolution to appropriate MFT funds for Engineering Agreement
  - D. Resolution to appropriate MFT funds for Engineers Salary FY24
9. Claims against the County
10. Approve County Board Expenses
11. State's Attorney's Monthly Report
12. County Clerk and Recorder's Fiscal Year and Monthly Report
13. Sheriff's Monthly Report
14. Emergency Ambulance & Rescue Service Monthly Report
15. Treasurer's Monthly Cash Flow & Budgetary Status Report
16. ARPA Fund monthly recap (Informational Only)
17. Zoning: None
18. Approve Employment Agreement for Communications Administrator - Angie Huff
19. Approve Employment Agreement for EMA Coordinator, Zoning Administrator, Safety Officer, Civil Rights Coordinator and Ethics Officer – Matt Bierman
20. Authority to be given to Board Chairman to settle IBEW Grievance
21. FOP Memorandum of Understanding concerning Health Insurance Coverage for 2024
22. ARPA – Axon – Body Cameras, Tasers, Vehicle Cameras
23. Approval of Paid Leave for all Workers Act Policy
24. Committee Reports:
  - Appointments:
    - Appoint Charlie Hensley to replace Stephanie Kraus on the Washington County Planning Commission
    - Reappoint Keith Curran to the Washington County Mental Health Board
25. Approve Monthly Utility Expenses, and Payroll Expenses
26. Opportunity for the General Public to address the County Board
2. 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" Lamczyk 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**

**WHEREAS**, it is necessary to replace a failing drainage structure, consisting of a 48" steel cross culvert on TR195, Kentucky Road, Beaucoup Road District, located a quarter of a mile east of Indian Trail Road in Section 34, T2S, R2W, and

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

**WHEREAS**, the Committee finds the request to be in order at an estimated replacement cost of \$4,780, and

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

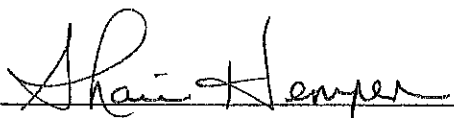
**NOW, THEREFORE, BE IT RESOLVED**, that the Washington County Board hereby authorizes the appropriation of \$2,390 or as much as may be required to provided 50% of this structure's final cost, and that said appropriation is to be paid from the County Bridge Fund.

STATE OF ILLINOIS                    )  
  )SS  
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 December 12<sup>th</sup>, 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 12<sup>th</sup> day of December, 2023.





County Clerk

### Estimate of Drainage Structure Repair/Replacement Cost

**Date:** 12/06/23  
**Prepared for:** Eric Malick  
**Township:** Beacoup

**Project Description:** Replace 48" galvanized steel culvert with a 48" plastic culvert crossing Kentucky Road  
0.25 miles east of Indian Trail Road.

Item	Unit	Quantity	Unit Price	Cost
48" Round HPDE Culvert	LF	30	\$80.00	\$2,400.00
Rock Backfill	Load	4	\$150.00	\$600.00
Rip-Rap	Load	2	\$200.00	\$400.00
Backhoe	Hours	8	\$100.00	\$800.00
Labor	Hours	8	\$35.00	\$280.00
BAM	Ton	4	\$75.00	\$300.00
<b>Total Estimated Cost</b>				<b>\$4,780.00</b>

2021 Value of Taxable Land in Township \$18,575,829  
0.02% of Value of Taxable Land \$3,715.17

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**



**RESOLUTION**

**WHEREAS**, it is necessary to repair a failing drainage structure, consisting of a 15'x13' slab bridge on TR90, Plum Hill Church Road, Plum Hill Road District, located a tenth of a mile north of IL-15 in Section 15, T2S, R4W, and

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

**WHEREAS**, the Committee finds the request to be in order at an estimated replacement cost of \$17,880, and

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

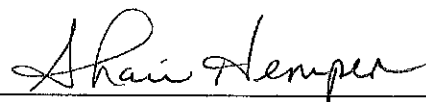
**NOW, THEREFORE, IT BE RESOLVED**, that the Washington County Board hereby authorizes the appropriation of \$8,940.00, or as much as may be required to provided 50% of this structure's final cost, and that said appropriation is to be paid from the County Bridge Fund.

STATE OF ILLINOIS       )  
  )SS  
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 December 12, 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 12th day of December, 2023.



  
\_\_\_\_\_  
County Clerk

### Estimate of Drainage Structure Repair/Replacement Cost

**Date:** 12/06/23  
**Prepared for:** David Clary  
**Township:** Plum Hill

**Project Description:** Replace 15'x13' slab bridge with a dual 72" aluminized steel culvert crossing Plum Hill Road 0.1 miles north of IL-15.

Item	Unit	Quantity	Unit Price	Cost
72" Round Aluminized Steel Culvert	LF	60	\$240.00	\$14,400.00
Rock Backfill	Load	6	\$150.00	\$900.00
Rip-Rap	Load	3	\$200.00	\$600.00
Backhoe	Hours	8	\$100.00	\$800.00
Labor	Hours	8	\$35.00	\$280.00
BAM	Ton	12	\$75.00	\$900.00
<b>Total Estimated Cost</b>				<b>\$17,880.00</b>

2021 Value of Taxable Land in Township \$12,882,204  
0.02% of Value of Taxable Land \$2,576.44

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

**RESOLUTION**

**WHEREAS**, Oakdale Road District drainage structure on Hoover Road, TR 56, qualifies for replacement under the Illinois Township Bridge Program and,

**WHEREAS**, the Surface Transportation Fund will pay 80% of construction and the Illinois Township Bridge Program will pay 80% of the construction match and acquisition construction costs, and

**WHEREAS**, the Oakdale Road District Highway Commissioner has petitioned this Board through its Road & Bridge Committee for assistance in paying the remaining 20% of said costs as qualified under 605 ILCS 5/5-501, and

**WHEREAS**, of the estimated project costs of \$480,000, approximately \$32,000.00 of Local Funds are required for this project, and

**WHEREAS**, the petitioner has agreed to reimburse fifty percent (50%) of the local costs for replacing this structure.

**NOW, THEREFORE, BE IT RESOLVED**, that the Washington County Board hereby authorizes the appropriation of \$32,000.00, or as much as necessary to provide 100% of the local costs and that said appropriation is to be paid from the County Matching Fund.

**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       )  
  )SS  
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 December 12th, 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 12<sup>th</sup> day of December A.D., 2023.



*Shari Hempen*  
County Clerk

**RESOLUTION**  
**2023-43**

**WHEREAS**, the Washington County Board proposes to improve two miles of County Highway 12 by resurfacing and other improvements from County Highway 10 south to New Marigold Road in Washington County, IL, and

**WHEREAS**, the project has been designated as Section 23-00097-00-RS, and

**WHEREAS**, this roadway qualifies for Federal Transportation Funds under the Federal STR program, and

**WHEREAS**, this program will pay 80% of the construction costs for such replacement, but none of the engineering design costs, and

**WHEREAS**, approximately \$42,654 of Local Funds are required for the County's share of Preliminary Engineering 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 \$42,654, or as much is needed, is hereby appropriated from the Rebuild Illinois Tax Funds to provide the required local share of engineering on Section 23-00097-00-RS, and

**BE IT FURTHER RESOLVED**, that the County Board Chairman is authorized to sign the Agreement for Preliminary Engineering Services.

STATE OF ILLINOIS       )  
                                      )SS  
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 12<sup>th</sup> of December A.D. 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 12<sup>th</sup> day of December A.D. 2023.



  
County Clerk



## Local Public Agency Engineering Services Agreement

Using Federal Funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement For MFT PE	Agreement Type Original	
LOCAL PUBLIC AGENCY			
Local Public Agency Washington County Highway Department	County Washington	Section Number 23-00097-00-RS	Job Number
Project Number	Contact Name Kiefer Heiman	Phone Number (618) 327-3322	Email Kiefer.heiman@washingtonco.illinois.go

SECTION PROVISIONS			
Local Street/Road Name County Highway 12	Key Route FAS 0012	Length 2 Miles	Structure Number
Location Termini The project begins at the intersection with New Marigold Road and ends at the intersection with County Highway 10.			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>
Project Description The purpose of the project is to resurface the existing roadway to preserve the structural integrity of the pavement. The existing HMA pavement will be resurfaced and spots where the subbase is compromised, full depth patches will be installed. New Aggregate wedge shoulders, rumble strips, and pavement markings will be installed with the proposed project.			
Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	RBI	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other		

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT			
Prime Consultant (Firm) Name HMG Engineers, Inc.	Contact Name Brandon Ratermann	Phone Number (618) 577-2250	Email bratermann@hmgengineers.com
Address 9360 Holy Cross Lane	City Breese	State IL	Zip Code 62230

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

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

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

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

Contractor

Company or Companies to which the construction contract was awarded

### AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- ☐ EXHIBIT \_\_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ EXHIBIT E: Manhours
- ☒ EXHIBIT F: IDOT Prequalification Letter (HMG)
- ☐ \_\_\_\_\_

#### I. THE ENGINEER AGREES,

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

#### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and

reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

**III. IT IS MUTUALLY AGREED,**

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

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace



no later than (5) days after such conviction.

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

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

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

#### AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HMG Engineers, Inc.	37-0895414	\$42,654.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$42,654.00
Total for all work		\$42,654.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The County of Washington County Highway Department

By (Signature & Date)

Ahain Hemper 12-12-23

Local Public Agency

Washington County Highway

Local Public Agency Type

County

Clerk

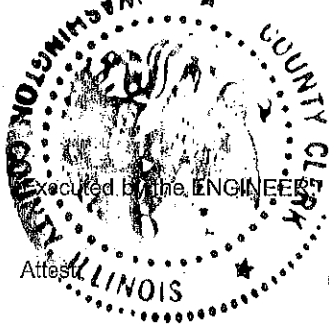
By (Signature & Date)

David Meyer

Title

County Board Chairman

(SEAL)



Prime Consultant (Firm) Name

HMG Engineers, Inc.

By (Signature & Date)

Bradley J. Hummer 11/9/23

Title

President

By (Signature & Date)

Paul Oster 11-9-23

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Washington County Highway Dep	HMG Engineers, Inc.	Washington	23-00097-00-RS

**EXHIBIT A  
SCOPE OF SERVICES**

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

1. Prepare project development report with all necessary attachments for approval by IDOT as outlined in Exhibits D & E.
2. Prepare pre-final and final plans, specifications, and estimates (PS&E) for approval by IDOT and for a state construction letting, as outlined in Exhibits D&E.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Washington County Highway Dep	HMG Engineers, Inc.	Washington	23-00097-00-RS

**EXHIBIT B  
PROJECT SCHEDULE**

<p>Notice to Proceed - December 2023</p> <p>PDR Approval - June 2024</p> <p>Final Plans Completed December 2024 (Dependent on Desired Letting Date)</p>
---

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Washington County Highway Dep	HMG Engineers, Inc.	Washington	23-00097-00-RS

**Exhibit C**  
**Qualification Based Selection (QBS) Checklist**

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

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



**Illinois Department  
of Transportation**

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

Does the County participate in the County Engineer's Salary Reimbursement Program? ☐ Yes ☒ No

Resolution No 2023-44

Section No                     

WHEREAS, the County Board of Washington County has adopted a resolution appropriating funds for the payment of the County Engineer's salary and/or expenses.

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

one hundred five thousand nine hundred Dollars

( \$105,900.00 ) from the County's Motor Fuel Tax fund for the purpose of paying the County Engineer's salary from

12/01/23 to 11/30/24 and,  
beginning date ending date

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

one thousand five hundred Dollars ( \$1,500.00 ) from the County's

MFT funds for the purpose of paying the County Engineer's expenses from 12/01/23 to 11/30/24.  
Fund beginning date ending date

I Shari Hempen County Clerk in and for said County of Washington in the State of Illinois, and  
Name of Clerk County

keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of

a resolution adopted by the County Board of Washington at a meeting held on 12/12/23.  
County date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12th day of December, 2023.  
Day Month, Year

Clerk Signature

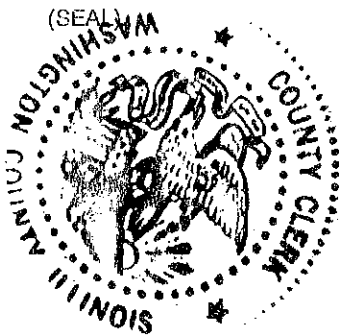
Shari Hempen

**APPROVED**

Regional Engineer, IDOT

Date

--	--



Report of Committee

STATE OF ILLINOIS     )  
                                      )  
WASHINGTON COUNTY    )

Nashville, Illinois


December 6, 2023

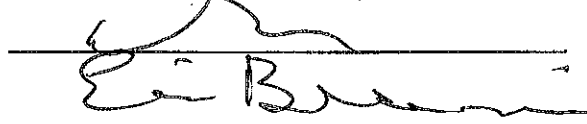
Mr Chairman, Ladies and Gentlemen of the County Board:

Your committee to who was referred the claims against the County Highway Department for the month of November 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	\$292,813.60
County Bridge Fund	\$2,756.52
County Matching Fund	\$0.00
County MFT Fund	\$397,719.69
Road District Fund	\$112,933.77
Township Bridge Fund	<u>\$0.00</u>
Total	\$806,223.58

All of which is respectfully submitted.

  
Chairman




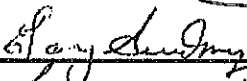

Claims Committee

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

County Highway Fund	\$292,813.60
County Bridge Fund	\$2,756.52
County Matching Fund	\$0.00
County MFT Fund	\$397,719.69
Road District Fund	\$112,933.77
Township Bridge Fund	<u>\$0.00</u>
Total	\$806,223.58

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Road and Bridge Committee



WASHINGTON Co  
Operator: SHA

INVOICE EDIT REPC

Page: 1  
Date: 12/11/2023  
Time: 12:33:09

Vendor Number	Vendor Name	Inv/PO Number	Claim Number	Invoice Date	Due Date	G/L Date	Liq. ?	Comm.Bank System	Operator
3100	ADAMS, CARL	11/2023	11/30/23 11/30/23	11/30/23	11/30/23	N	12/06/23	DONNA	
	007 00-501.47	COMPUTER PURCHASE	AMBULANCE DEPT - REIMBURSE	UAG MICROSOFT SURFACE	ULSTER	15.00		2889	
			Gross Invoice Amount					15.00	
			Net Invoice Amount					15.00	
3100	ADAMS, CARL	11/2023-1	11/30/23 11/30/23	11/30/23	11/30/23	N	12/06/23	DONNA	
	007 00-501.47	COMPUTER PURCHASE	AMBULANCE DEPT - REIMBURSE	CASE FOR MICROSOFT SURFACE	PRO	14.99		2889	
			Gross Invoice Amount					14.99	
			Net Invoice Amount					14.99	
3100	ADAMS, CARL	11/2023/MI	11/20/23 11/30/23	11/30/23	11/30/23	N	12/06/23	DONNA	
	007 00-501.39	TRAINING & MGMT	AMBULANCE DEPT - RUN REVIEW	MILAGE, 86 MI PER	.55			2889	
			Gross Invoice Amount					47.30	
			Net Invoice Amount					47.30	
1781	ADVANCED SYSTEMS TECHNOLOGY, I	15270	11/06/23 11/30/23	11/30/23	11/30/23	N	11/20/23	DONNA	
	001 13-513.60	JAIL MAINTENANCE	CUST ID: 200WASH, SHERIFF DEPT - EQUIPMENT & LABOR TO CHECK					2889	
			Gross Invoice Amount					2,119.00	
			Net Invoice Amount					2,119.00	
3500	AMAZON CAPITAL SERVICES	1P6C-C173-1X73	11/16/23 11/30/23	11/30/23	11/30/23	N	11/20/23	DONNA	
	001 13-513.60	JAIL MAINTENANCE	ACCT #A1QEC9EWN9266H, SHERIFF DEPT - RECESSED LIGHTING					2889	
			Gross Invoice Amount					118.99	
			Net Invoice Amount					118.99	
3500	AMAZON CAPITAL SERVICES	1PWF-r17W-31RR	11/29/23 11/30/23	11/30/23	11/30/23	N	12/05/23	DONNA	
	001 13-513.60	JAIL MAINTENANCE	ACCT #A1QEC9EWN9266H, SHERIFF DEPT - METAL HALIDE LIGHT BULB					2889	
			Gross Invoice Amount					47.83	
			Net Invoice Amount					47.83	
3500	AMAZON CAPITAL SERVICES	1DDG-YKHC-Y1JF	11/20/23 11/30/23	11/30/23	11/30/23	N	12/06/23	DONNA	
	007 00-501.40	UNIFORMS	ACCT #A3RU07NA33259K, AMBULANCE DEPT - BOMBER JACKETS					2889	
			Gross Invoice Amount					95.66	
			Net Invoice Amount					95.66	
3500	AMAZON CAPITAL SERVICES	1H7D-H37K-JCJ7	11/12/23 11/30/23	11/30/23	11/30/23	N	12/06/23	DONNA	
	001 05-505.31	OFFICE SUPPLIES/EXPENSE	ACCT #A1QEC9EWN9266H, SHERIFF DEPT - USB FLASH DRIVES					2889	
			Gross Invoice Amount					26.99	
			Net Invoice Amount					26.99	
3500	AMAZON CAPITAL SERVICES	1DXF-MRWV-MFVP	11/28/23 11/30/23	11/30/23	11/30/23	N	12/06/23	DONNA	
	001 05-505.47	OUTSIDE COMPUTER SERVICES	ACCT #A1QEC9EWN9266H, SHERIFF DEPT - QUICKEN CLASSIC STARTER					2889	
			Gross Invoice Amount					41.88	
			Net Invoice Amount					41.88	

**STATE'S ATTORNEYS REPORT**

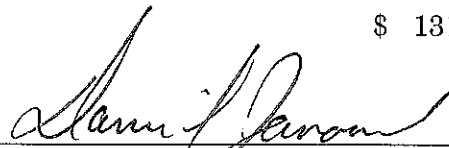
To: Circuit Court and Washington County Board, Washington County, Illinois.

The State's Attorney of Washington County, Illinois, respectfully submits the following report of fees paid to him from November 1, 2023, to November 30, 2023.

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

**REPORT OF FEES COLLECTED AND PAID**

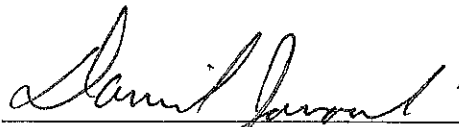
November 2023 – State's Attorney General Fund:	\$ 331.00
November 2023 – State's Attorney Drug Prevention Fund:	\$ 47.50
November 2023 – State's Attorney Automation Fund:	\$ 64.00
November 2023 – Restitution Received:	\$ 131.00



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

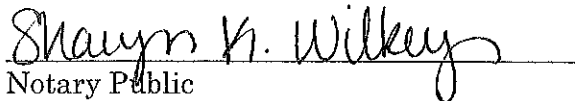
State of Illinois                    )  
  ) ss.  
County of Washington         )

I, Daniel R. Janowski, State's Attorney for Washington County 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 November 1, 2023, to November 30, 2023, is correct to the best of my knowledge and belief.



Daniel R. Janowski

Subscribed and sworn to before me this 11 day of December, 2023.

  
Notary Public



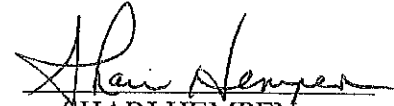
WASHINGTON COUNTY CLERK & RECORDER  
REPORT OF COLLECTIONS  
COLLECTION FOR THE PERIOD 11/1/2023-11/30/2023

NOVEMBER 2023:

Beginning Balances: \$ 2,087.34  
Fees Collected: 24,115.75  
Total \$ 26,203.09

**DISBURSEMENTS:**

Tax Redemptions	\$	2,583.75
Tax Redemptions Interest		0.00
Revenue Stamps		1,750.00
Laredo Usage Fee		907.00
<b>Disbursements</b>	<b>\$</b>	<b>5,240.75</b>
<b>Balance:</b>		<b>\$20,962.34</b>

  
SHARI HEMPEN  
CLERK/RECORDER  
WASHINGTON COUNTY

NOVEMBER 30, 2023

WASHINGTON COUNTY TREASURER:

(G.I.S. ASSESSOR FUND)	\$ 3,240.00
(G. I.S. RECORDER FUND)	162.00

ILLINOIS DEPT OF REVENUE:

(R.H.S.P. - \$18.00 PER 173 DOC)	2862.00
----------------------------------	---------

IL DEPT. OF PUBLIC HEALTH

(\$4.00 SURCHARGE DEATH CERT)	24.00
-------------------------------	-------

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE)	25.00
------------------------------	-------

NATALIE LYNCH, WASHINGTON COUNTY TREASURER:

(RECORDER AUTO FUND)	1,296.00
----------------------	----------

NATALIE LYNCH, WASHINGTON CO TREASURER:

(DOCUMENT STORAGE FEES)	486.00
-------------------------	--------

(FEE'S COLLECTED)	10,780.00
-------------------	-----------

TOTAL	\$18,875.00
-------	-------------

**TOTAL DISBURSEMENT \$24,115.75**

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 NOVEMBER, 2023.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1<sup>st</sup> DAY OF DECEMBER 2023.



  
NOTARY

**YEAR END REPORT  
WASHINGTON COUNTY CLERK & RECORDER FINANCIAL STATUS FROM  
12/01/2023 THRU 11/30/2024**

**Beginning Balance Tax Redemption not disbursed \$2,087.34**

**DISBURSEMENTS:**

Tax Redemptions Principal	\$229,602.35
Interest Collected & Paid Out	18,303.13
Tax Notice Joseph Meyer	328.00
Larado	10,163.19
Miscellaneous	274.75
IL Dept. of Revenue (Stamps)	62,400.00
Stipends, Social Security, Medicare, IMRF/SLEP	2,943.69

**PAID TO WASHINGTON CO TREASURER:**

(Recorder Automation Fund)	\$ 17,221.00
(G.I.S. Automation Fund – Assessor)	42,890.00
(G.I.S. Recorder Fund – Clerk)	2,150.00
(Fee's Collected)	139,154.68
(Document Storage Fees – Recorder)	6,450.00
IL Dept of Public Health - (Death Certificate Surcharge)	288.00
RHSP Surcharge, IL Dept of Revenue	26,424.00
IL Domestic Violence Fee – Surcharge	355.00

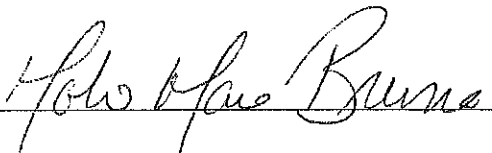
**TOTAL DISBURSEMENTS: \$558,947.79**

Remaining balance \$2,087.34 – Tax Redemption not distributed

  
County Clerk & Recorder

Subscribed and sworn to before me this 1<sup>st</sup> day of December 2023.

Notary Public





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 NOVEMBER 2023.

FEES EARNED	\$ 455.00
FEES COLLECTED AND PAID TO THE COUNTY TREASURER	\$ 5277.91
DIETING PRISONERS	\$3109.39
SERVICE CALLS/PATROL MILEAGE	\$4077.20

COUNTY INMATES..... 8

FEDERAL INMATES..... 0

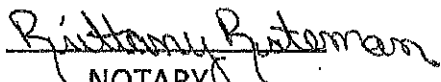
CRIMINAL ARRESTS ..... 13

TRAFFIC ARRESTS..... 28

WARNINGS..... 30

  
SHERIFF ROSS SCHULTZE

I, Brittany Bateman ATTEST THAT THE ABOVE SIGNATURE IS THAT OF ROSS SCHULTZE, SHERIFF OF WASHINGTON COUNTY AND WAS SIGNED IN MY PRESENCE THIS 11th DAY OF December.

  
NOTARY





**Washington County**  
**Emergency Ambulance and Rescue Service**  
160 N West Court Nashville, IL

Phone: (618) 327-3075

Fax: (618) 327-7281

**Monthly Report**

**Receipts/Billing**

November Service Fees                      \$ 117,565.00 – **5yr Average** = \$ 97,233.30  
November Income from Fees                      \$ 72,522.40 – **5yr Average** = \$ 58,147.50

**Total Expenses**

November Bills                                      \$ 54,382.79  
November Salaries                                      \$ 89,572.35

**Total Calls for FY 2023**

**5yr Average**

December 2022:	167	-	149
January 2023:	142	-	138
February 2023:	134	-	125
March 2023:	155	-	139
April 2023:	159	-	140
May 2023:	162	-	144
June 2023:	178	-	150
July 2023:	203	-	157
August 2023:	165	-	157
September 2023:	156	-	147
October 2023:	184	-	169
November 2023:	128	-	151

**2023 Totals:** 1938

✓

## 12 MONTH DATE OF SERVICE ANALYSIS

## Primary Payer Mix

6-12 Month Mature Average

Primary Payer	% of Trips
Medicare	41%
Medicare Advantage	13%
Insurance	14%
Medicaid	17%
Medicaid MCO	1%
Patient	10%
Facility	1%
Other Govt. Payers	1%
TPL	1%

## Net Collection Percentages

6-12 Month Mature Average

Primary Payer	Coll %
Medicare	88%
Medicare Advantage	91%
Insurance	85%
Medicaid	90%
Medicaid MCO	66%
Patient	8%
Facility	81%
Other Govt. Payers	77%
TPL	76%

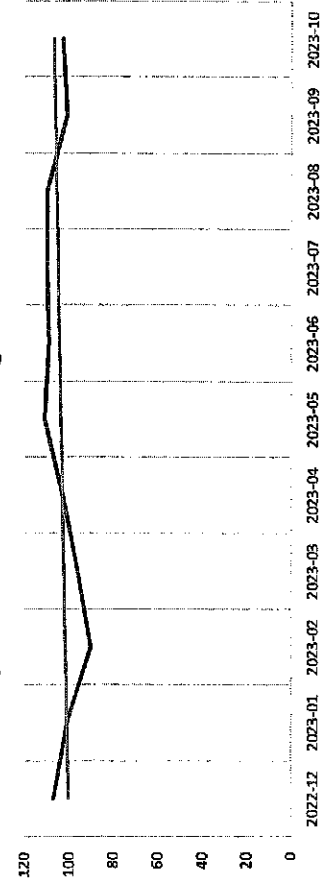
## Cash Per Trip

6-12 Month Mature Average

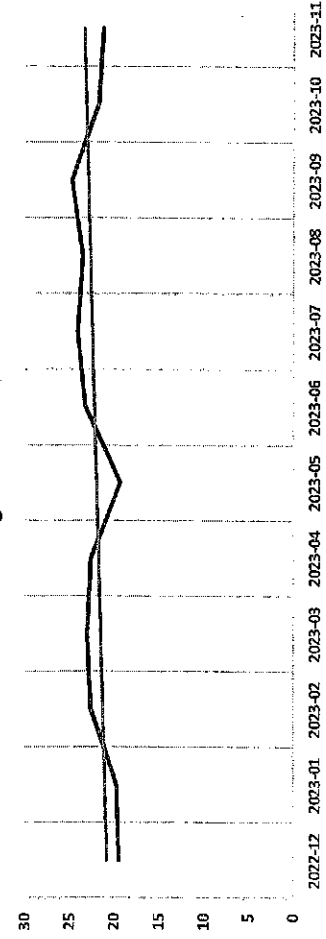
Primary Payer	CPT
Medicare	\$ 709.34
Medicare Advantage	\$ 612.98
Insurance	\$ 980.92
Medicaid	\$ 405.41
Medicaid MCO	\$ 446.47
Patient	\$ 86.55
Facility	\$ 745.11
Other Govt. Payers	\$ 933.02
TPL	\$ 694.21

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2022-12	107	120,751.00	46,769.69	73,981.31	280.70	64,050.93	8,880.86	117.88	887.00	1,128.51	691.41	597.51	86.4%
2023-01	101	113,869.00	37,259.99	76,409.01	57.10	58,421.85	15,669.21	446.09	2,707.14	1,125.44	756.52	574.02	75.9%
2023-02	90	107,036.40	39,089.04	67,947.36	678.60	62,068.49	5,004.11	183.84	360.00	1,189.29	754.97	687.61	91.1%
2023-03	96	120,055.00	39,169.97	80,885.03	111.13	69,029.87	11,988.02	-	(243.99)	1,250.57	842.55	719.06	85.3%
2023-04	103	123,842.00	41,095.58	82,746.42	217.33	65,700.50	12,995.41	-	3,833.18	1,202.35	803.36	637.87	79.4%
2023-05	111	124,849.09	38,047.68	86,801.41	-	60,702.22	13,195.69	-	12,903.60	1,124.77	781.99	546.87	69.9%
2023-06	109	131,815.00	40,725.58	91,089.42	116.37	74,768.97	8,043.49	-	8,160.59	1,209.31	835.68	685.95	82.1%
2023-07	110	130,794.00	40,819.47	89,974.53	-	70,460.42	5,666.80	-	13,847.31	1,189.04	817.95	640.55	73.3%
2023-08	110	129,674.00	44,213.87	85,460.13	-	61,156.88	7,733.00	-	16,570.25	1,178.85	776.91	555.97	71.6%
2023-09	101	125,322.00	35,907.06	89,414.92	-	53,151.62	2,407.00	-	33,856.30	1,240.81	885.30	526.25	59.4%
2023-10	103	124,246.00	22,475.79	101,770.21	-	39,357.80	-	-	62,412.41	1,206.27	988.06	392.11	38.7%
2023-11	93	108,647.00	4,030.61	104,616.39	-	5,756.09	-	-	98,860.30	1,168.25	1,124.91	61.89	5.5%
Totals	1,234	1,460,700.49	429,604.35	1,031,096.14	1,461.23	684,625.44	91,583.29	747.91	254,173.99	1,183.71	835.57	564.20	65.3%

## Trip Count Trend - Excluding Current Month



## Average Loaded Miles



Account Number	Description	Beg Balance	Receipts	Disbursements	End Balance
<hr/>					
GENERAL FUND CHECKING		1,694,844.89	1,049,569.20	650,834.54	2,093,579.55
TOTAL FUNDS:GENERAL FUND		1,694,844.89	1,049,569.20	650,834.54	2,093,579.55
<hr/>					
GENERAL FUND INVESTMENTS		95,613.80	1,347.64	0.00	96,961.44
VETERANS ASSISTANCE BALANCE		20,491.95	283.94	0.00	20,775.89
DRUG ENF TASK FORCE BALANCE		396.63	0.00	0.00	396.63
HEALTH DEPARTMENT BALANCE		512,184.42	49,729.71	29,080.34	532,833.79
WASH CO. EMERG SERVICE BALAN		991,601.33	257,118.15	101,233.43	1,147,486.05
INFP & SOCIAL SECURITY BALAN		2,624,601.52	254,877.14	103,065.07	2,776,413.59
RECORDER'S AUTOMATION BALANC		25,099.63	2,859.44	12,400.00	15,559.07
COUNTY COURT FUND BALANCE		181,104.11	3,122.80	7,659.76	176,567.15
AUTOMATION BALANCE		132,250.50	2,987.74	0.00	135,238.24
LAW LIBRARY BALANCE		3,689.86	915.02	0.00	4,604.88
CHILD SUPPORT BALANCE		139,351.34	10.51	0.00	139,361.85
PROBATION BALANCE		220,981.13	2,325.95	0.00	223,307.08
L. DUECKER BALANCE		2,003.81	0.00	0.00	2,003.81
DUI EQUIPMENT BALANCE		14,711.15	200.91	0.00	14,912.06
EMINENT DOMAIN BALANCE		0.00	0.00	0.00	0.00
SHERIFF'S DRUG BALANCE		126,467.94	960.71	38,598.84	88,829.81
TAX SALE AUTOMATION BALANCE		36,351.86	21.27	0.00	36,373.13
INDEMNITY BALANCE		94,898.58	55.52	0.00	94,954.10
INHERITANCE BALANCE		0.00	0.00	0.00	0.00
UNKNOWN HEIRS BALANCE		0.00	0.00	0.00	0.00
COUNTY HIGHWAY BALANCE		1,508,005.38	252,749.57	273,155.94	1,487,599.01
COUNTY BRIDGE BALANCE		1,159,045.16	26,381.07	0.00	1,185,426.23
MATCHING FUNDS BALANCE		1,177,109.92	52,914.56	5,143.81	1,224,880.67
COUNTY MOTOR FUEL TAX BALANC		2,849,122.82	44,153.70	0.00	2,893,276.52
ROAD DIST MOTOR FUEL BALANCE		3,315,429.20	117,360.27	101,882.24	3,330,907.23
TOWNSHIP BRIDGE BALANCE		33,980.82	1.14	0.00	33,981.96
WASH. COUNTY TORT LIABILITY		1,337,447.07	83,695.15	0.00	1,421,142.22
SOLID WASTE PROGRAM		1,820.12	0.00	195.00	1,625.12
STATES ATTORNEY DRUG PREVENT		4,544.95	107.05	0.00	4,652.00
SECURITY FEES FUND		29,639.41	5,698.67	32,848.46	2,489.62
SALE IN ERROR FUND		123,916.81	103.72	0.00	124,020.53
DOCUMENT STORAGE FUND		322,480.55	2,982.95	0.00	325,463.50
RECORDERS SPECIAL FUND		16,247.98	357.00	0.00	16,604.98
G.I.S. MAPPING FUND		117,351.96	7,145.96	13,175.00	111,322.92
CLERK OPERATIONS ADD-ONS		65,528.78	746.47	313.89	65,961.36
POLICE VEHICLE FUND		6,799.34	0.50	0.00	6,799.84
WASH CO PET POPULATION		-827.58	40.00	0.00	-787.58
CONTROL FUND					
PRARIE STATE REVENUE FUND		7,340,554.47	0.00	0.00	7,340,554.47
DOG AND CAT WELFARE FUND		30,329.94	1,775.00	674.00	31,430.94
CORONERS FUND		8,874.33	20,400.00	15,995.00	13,279.33
GENERAL OBLIGATIONS BONDS 2010		0.00	0.00	0.00	0.00
ELECTRONIC CITATION FUND		8,492.38	114.01	0.00	8,606.39
DEBT SERVICE FUND		17,964.38	10,553.19	0.00	28,517.57
STATE'S ATTORNEY AUTOMATION		20,254.70	170.00	0.00	20,424.70
CO CLERK DOCUMENT STORAGE		28,298.00	1,071.00	0.00	29,369.00



# WASHINGTON COUNTY BUDGETARY STATUS

Fund 001 COUNTY GENERAL FUND

WASHINGTON COUNTY

Period Ending Date: November 30, 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	614,748.63	2,878,916.88	-680,597.88	130.96%
00-402.00	COUNTY PROPERTY TAXES PRIOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-402.01	INT ON PROPERTY TAX -PRIOR YRS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
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%
00-404.00	MOBILE HOME TAX	786.27	0.00	0.00	0.00	0.00	693.17	-693.17	100.00%
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	100.00%
00-405.00	SALES TAX/USE TAX	1,002,418.92	1,004,000.00	0.00	1,004,000.00	92,907.45	1,021,206.86	-17,206.86	101.71%
00-411.00	STATE INCOME TAX	1,009,131.31	1,031,000.00	0.00	1,031,000.00	72,966.62	998,367.91	32,632.09	96.83%
00-412.00	REPLACEMENT TAX	682,988.25	651,054.00	0.00	651,054.00	0.00	618,216.35	32,837.65	94.96%
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	3,160.00	0.00	0.00	0.00	270.00	1,058.00	-1,058.00	100.00%
00-415.00	ASSESSORS SALARY REIMBURSEMENT	29,787.50	30,725.00	0.00	30,725.00	2,560.42	30,652.12	72.88	99.78%
00-415.01	COUNTY BOARD REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-416.00	STATES ATTY REIMBURSEMENTS	127,943.56	116,951.00	0.00	116,951.00	11,451.24	132,371.37	-15,420.37	113.19%
00-416.01	STATES ATTY GRANT ADVOCATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-416.02	STATES ATTORNEY DUI PROSECUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

**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 – 4:00pm

**A R P A FUND RECAP**

	Income	Disbursements
<b>PREVIOUS FUND BALANCE:</b>	<b>\$ 567, 611.71</b>	
(As of OCTOBER 31, 2023)		
 <b>NOVEMBER 2023 ACTIVITY</b>		
<b><u>INCOME AND EXPENSES</u></b>		
Bradford National Bank – October 2023 ledger November	199.05	
Wash. Co. Treas/Coroner Fund		\$ 20,000.00
Bradford National Bank – Interest (November) Interest cking	182.14	
 <b>CURRENT FUND BALANCE: \$ 547,992.90</b>		
	<b>Cd 1,500.000.00*</b>	
(As of November 30, 2023)	<b>*\$ 2,047.992.90</b>	

COUNTY TREASURER'S ANNUAL REPORT OF INTEREST EARNED  
DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2023

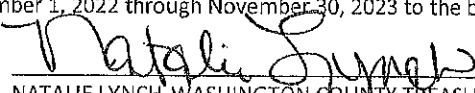
THE FOLLOWING REPORT IS SUBMITTED IN ACCORDANCE WITH CHAPTER 55 PARAGRAPH 5/3-11013, ILLINOIS COMPILED STATUTES OF 2010.

ARPA FUND	\$ 20,715.62
GENERAL FUND	6,461.69
COLLECTORS FUND	925.58
COUNTY BRIDGE FUND	8,263.88
COUNTY HIGHWAY	8,263.77
COUNTY MOTOR FUEL TAX	7,610.17
COURT, AUTOMATION LAW LIBRARY, ETC.	6,260.22
ILLINOIS MUNICIPAL RETIREMENT FUND	9,849.41
INDEMNITY FEES FUND	331.94
MATCHING FUND	8,263.88
RECORDERS AUTOMATION FUND	34.82
TOWNSHIP BRIDGE FUND	6.80
ROAD DISTRICT MOTOR FUEL TAX	14,079.87
WASHINGTON CO. HEALTH DEPT.	2,429.14
TAX SALE AUTOMATION	123.38
VETERANS ASSISTANCE FUND	86.42
WASHINGTON CO. EMERGENCY SERVICE FUND	3,514.09
SHERIFF DEPT. DRUG ENFORCEMENT	135.60
STATE'S ATTORNEY DRUG PREVENTION	47.23
SALE IN ERROR	617.57
SOLID WASTE	9.61
G.I.S. MAPPING	36.81
TORT LIABILITY FUND	4,944.68
WASH. CO PET POPULATION FUND	9.61
PRAIRIE STATE ENERGY	30,412.19
DRUG ENFORCEMENT TASK FORCE	4.80
DOG & CAT WELFARE	100.82
CORONER'S FUND	33.61
DEBT SERVICE FUND (BONDS)	302.00
COUNTY PAYROLL	26.17
TOTAL:	<u>\$133,901.38</u>

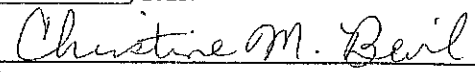
THE ABOVE INTEREST WAS RECEIVED FROM THE FOLLOWING:

FARMERS & MERCHANTS NAT'L BANK	\$ 19,866.82
NASHVILLE SAVINGS BANK	24,270.34
OLD EXCHANGE NATIONAL BANK	43,036.64
OAKDALE STATE BANK	23,360.72
OKAWVILLE 1 <sup>ST</sup> NATIONAL BANK	151.23
COMMUNITY TRUST BANK/BRADFORD NATIONAL	23,215.63
	<u>\$133,901.38</u>

This is a true and correct Statement of Interest received from December 1, 2022 through November 30, 2023 to the best of my knowledge and belief.

  
NATALIE LYNCH-WASHINGTON COUNTY TREASURER

Subscribed and sworn to me this 12 day of December, 2023.

  
NOTARY PUBLIC



**EMPLOYMENT AGREEMENT FOR WASHINGTON COUNTY**  
**PUBLIC COMMUNICATIONS ADMINISTRATOR**

This Agreement is made and entered into by and between Angela Huff (hereinafter referred to as "ADMINISTRATOR") and Washington County, IL (hereinafter referred to as the "COUNTY"). For and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **POSITION:** The COUNTY agrees to hire ADMINISTRATOR and ADMINISTRATOR agrees to serve as the Washington County Public Communications Administrator (hereinafter referred to as the "POSITION"). This position is a responsible supervisory and limited administrative work role, in leading an assigned staff or public safety dispatching personnel or in performing public safety dispatching work of comparable responsibility. Duties with this position involve the responsibility for assisting in the assignment and supervision of the personnel engaged in public safety dispatching of specialized nature and participating in such work. The role also includes the design, development and delivery of training material and an onboarding program for personnel. Considerable independent judgment, initiative and understanding must be exercised in interpreting orders, rules, and regulations and in meeting emergency situations.

2. **DUTIES:** The parties agree and understand that the POSITION shall be a full time, salaried, non-union position and that the POSITION's responsibilities shall be any and all duties and requirements necessary to effectuate the responsibilities of the Washington County Communications Department, including but not limited to the following:

**OFFICE MANAGEMENT RESPONSIBILITIES AND DUTIES:**

- Exercise close supervision over the telecommunicators
- Maintain regular office hours from 8:00 am to 4:00 pm on Monday through Friday
- Quality check information entered into all of the information systems
- Perform all necessary payroll duties and coordinate with the COUNTY payroll office
- Oversee office efficiency and performance
- Submit regular monthly reports to the Washington County Joint Communications Committee to include such information as directed by said Joint Committee
- Attend regular monthly meetings of the Washington County Joint Communications Committee and any special meetings thereof as directed

**PERSONNEL RESPONSIBILITIES:**

- Complete all tasks related to employee scheduling, including create shift schedules; direct, coordinate, and review the work plan for assigned

**EMPLOYMENT AGREEMENT**  
**FOR WASHINGTON COUNTY ZONING ADMINISTRATOR/**  
**EMA COORDINATOR/ SAFETY OFFICER/**  
**CIVIL RIGHTS COORDINATOR/ ETHICS OFFICER**

This Agreement is made and entered into by and between MATTHEW BIERMAN (hereinafter referred to as "BIERMAN") and WASHINGTON COUNTY, ILLINOIS, (hereinafter referred to as the "COUNTY"). For and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **POSITION:** The COUNTY agrees to hire BIERMAN and BIERMAN agrees to serve as the Washington County Zoning Administrator, the Washington County EMA Coordinator, the Washington County Safety Officer, the Washington County Civil Rights Coordinator and the Washington County Ethics Officer (hereinafter referred to collectively as the "POSITION").

2. **DUTIES:** The parties agree and understand that the POSITION shall be a full-time, salaried, non-union position and that the POSITION's responsibilities shall include but not be limited to the following:

**ZONING ADMINISTRATOR:**

- Issuing Valid Building Permits (Certificates of Compliance)
- Accepting and Processing Applications for Zoning Map Amendments, Zoning Text Amendments, Variances, Special Use Permits and Appeals (including publishing public hearing notices, notifying adjoining landowners, notifying applicants, preparing and holding the public hearing and passing the zoning board of appeals recommendations on to the County board)
- Daily Operations of the Zoning Office (including maintaining Zoning files)
- Issuing Notices of Violations of the Zoning Ordinance
- Visiting Building Sites and/or Prospective Building Sites
- Updating the Zoning Ordinance and Zoning Maps
- Submitting Reports to Washington County Zoning Board of Appeals
- Holding regular office hours as Zoning Administrator from 8:00 a.m. to 4:00 p.m. each Tuesday and from 1:30 p.m. to 5:30 p.m. each Thursday

**EMA COORDINATOR:**

- Maintaining Accreditation with the State of Illinois (including updating the EOP, holding valid exercises, continuing to train according to State requirements, maintaining NIMS compliance)
- Completing and Submitting Quarterly Reports to IEMA
- Grant Writing and Related Fund Acquisition

# Memorandum of Understanding

By and Between

**Local FOP Labor Council & The County of Washington, Washington County Sheriff**

## Issue: Insurance Coverage for 2024:

Due to the rising cost of comparable insurance coverage for the calendar year 2024, the parties to this memorandum further agree that the provided insurance coverage shall be updated as follows unless specifically changed by the Collective Bargaining Agreement, or a superseding Memorandum of Understanding:

The County will provide the FOP employees with the insurance option Blue Cross Preferred MIBCS2010.

The insurance deductible will be raised to \$2,500. Each employee will be responsible for the first \$500 of the deductible; the County will reimburse the employee for the last \$2,000 of the deductible upon proper submission of medical bills and Explanation of Benefits forms to the County Clerk and upon proof of the initial \$500 having been paid by the employee.

Reimbursable bills are to be submitted no more than one time per month to the County Clerk by the 10<sup>th</sup> of the month and will be reimbursed by the 15<sup>th</sup> of the month. Every submission shall include the corresponding Explanation of Benefits.

The total out-of-pocket expense will also increase, but because of the above adjustments, the actual increase to the employee will only be \$1,000, which amount will be split 50/50 between the County and the employee through the submission process described above.

The parties agree that the insurance premium will cap at \$750 otherwise the deductible will increase as determined by a committee comprised of the County and the Union.

BY: David Meyer 12/13/23  
Chairman of the County Board (Date)

BY: SGT C S Cunniff  
Field Representative (Date)  
12/11/23

R

## **10-YEAR QUOTE SUMMARY**

### **OFFICER SAFETY PLAN 10 PREMIUM FOR WASHINGTON COUNTY SHERIFF'S OFFICE**

**Prepared By: Brayden Herrera, Account Executive**

**Email: [bherrera@axon.com](mailto:bherrera@axon.com)**

**Phone: 480-666-9781**

**17800 North 85<sup>th</sup> Street**

**Scottsdale, AZ 85255**



## EXECUTIVE OVERVIEW

With Axon's Officer Safety Plan 10 Premium bundle, Washington County Sheriff's Office can gain access to an ecosystem of connected hardware and software. The solutions included in the Officer Safety Plan 10 Premium bundle were designed to integrate with one another and intentionally built to help improve upon day-to-day law enforcement activities. By bundling these solutions into one cost-effective package, Washington County Sheriff's Office can begin leveraging all of the necessary tools to improve efficiencies across your agency and keep your officers and communities safe.

By investing in our solutions as a bundle—versus a la carte purchases Washington County Sheriff's Office will receive an overall savings of \$86,758.80 throughout a 10-year contract.

For your convenience, we have also included a link to our Master Services and Purchasing Agreement for you to review.

If you have any questions regarding our solutions or pricing, please contact:

## POINT OF CONTACT

Brayden Herrera

Account Executive

480-666-9781

bherrera@axon.com

Please note that to sign a deal with Axon Enterprise, Inc., all accounts must be current, and any outstanding invoices must be paid.

We look forward to working with Washington County Sheriff's Office to help bolster your current workflows by joining our technology—designed specifically for law enforcement—with your personnel.





## COST OVERVIEW

CONTRACT LENGTH AND REFRESHES	
Program Length	10 Years
Refresh Schedule	Axon Body-Worn Cameras – 30, 60, 90, and 120 Months Axon Docks – 30, 60, 90, and 120 Months
BILLING SCHEDULE	
Year 1	\$55,953.10
Year 2	\$55,953.10
Year 3	\$55,953.10
Year 4	\$55,953.10
Year 5	\$55,953.10
Year 6	\$55,953.10
Year 7	\$55,953.10
Year 8	\$55,953.10
Year 9	\$55,953.10
Year 10	\$55,953.10
SAVINGS OVERVIEW	
Estimated Savings per Year	\$
Total Savings Offered	\$86,758.80
TOTAL	
Total Program Cost	\$559,531.00
Estimated Total w/ Tax	\$559,531.00



## STORAGE OVERVIEW

With the collection of Washington County Sheriff's Office's digital evidence on the rise, having access to a highly scalable cloud-storage solution capable of housing both Axon and non-Axon data is of the utmost importance. Especially when you need a reliable storage array to quickly access, manage, and share your data. With our proposed solution, Axon is offering Washington County Sheriff's Office the following storage amounts to ensure your data is available all from one place.

AVAILABLE STORAGE BREAKDOWN	
LICENSE TIER	STORAGE AMOUNT
A-la-Carte Storage	<<A la Carte GB Amount>> GB
Axon Device Data Storage	<<Axon Device Storage GB Amount>> GB/Unlimited
Axon Evidence Storage	<<Axon Evidence GB Amount>> GB/Unlimited
Third-Party Storage	<<Third Party Storage GB Amount>> GB/Unlimited



## SOLUTION DELIVERABLES

Axon's Officer Safety Plan 10 Premium bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together to help equip your officers with the solutions they need. Whether easing your administrative burden back at the station or protecting your officers in the field, Washington County Sheriff's Office will receive the following program features and products to help you meet your goals.

## HARDWARE COMPONENTS

### ENERGY WEAPONS

- ▶ 16 TASER 10 Energy Weapons
- ▶ 18 TASER 10 Battery Packs
- ▶ 16 TASER 10 Safariland Holsters
  - ▶ 16 Right-Hand and Left-Hand
- ▶ 1 TASER 10 Docks and 1 Wall Mounts
- ▶ TASER 10 Cartridges and Magazines
- ▶ 1 HALT Suits
- ▶ 1 HALT Targets and Target Frames

### BODY-WORN CAMERAS

- ▶ 16 Axon Body-Worn Cameras
- ▶ 2 Axon Body-Worn Cameras Docks, 1 Wall Mounts, and Accessories
- ▶ 18 Axon Body-Worn Camera Mount per Camera

### AUTOMATIC SENSORS

- ▶ 16 Axon Signal Sidearm Kits
- ▶ 16 Axon Signal Sidearm Spare Batteries

### VR TRAINING

- ▶ HTC Focus Headsets and VR Controller Kits
- ▶ Samsung S7+ Tablets and Cases
- ▶ Glock 19 Controllers
- ▶ TASER Energy Weapon Controllers



## SOFTWARE COMPONENTS

### ENERGY WEAPONS

---

- 16 Axon Evidence TASER 10 Licenses

### BODY-WORN CAMERAS

---

- 16 Axon Respond+ Licenses

### VR TRAINING

---

- VR TASER 10 User Access Licenses

### DEMS

---

- 16 Axon Evidence Pro Licenses
- 16 Command Staff Pro Licenses
- 16 Axon Evidence Unlimited Storage Licenses (Axon Data Only)
- 16 Unlimited Third-Party Storage Licenses
- 16 Third-Party Video Support Licenses
- 16 Redaction Assistant User Licenses
- 16 Axon Community Request User Licenses
- 16 Axon Records Full Licenses
- 16 Auto-Tagging Licenses
- 16 Axon Performance Licenses
- Auto-Transcribe Unlimited Licenses
- 16 Axon Investigate Licenses
- My90 by Axon Licenses
- <<A la Carte GB Amount>> GB A-la-Carte Storage (Non-Axon Data)

## TRAINING AND SUPPORT

- Auto-Tagging/Axon Performance Implementation
- Axon Evidence Channel Services
- Axon Full-Service Deployment
- Energy Weapon Full-Service Deployment w/ Instructor Training

### ENERGY WEAPON VOUCHERS

- TASER 10 Master Instructor School Vouchers
- TASER Instructor Course Vouchers



## WARRANTIES AND REFRESHES

- Five-Year TASER 10 Handle, Battery, and Dock Extended Warranties
- Five-Year Body-Worn Camera and Dock Warranties
- Body-Worn Camera and Dock Refreshes
- VR Headset and Tablet Refreshes

## **10-YEAR QUOTE SUMMARY**

### **AXON FLEET 3 FOR WASHINGTON COUNTY SHERIFF'S OFFICE**

Prepared By: Brayden Herrera, Account Executive

Email: [bherrera@axon.com](mailto:bherrera@axon.com)

Phone: 480-666-9781

17800 North 85<sup>th</sup> Street

Scottsdale, AZ 85255



## EXECUTIVE OVERVIEW

With Axon's Axon Fleet 3 bundle, Washington County Sheriff's Office can gain access to an ecosystem of connected hardware and software. The solutions included in the Axon Fleet 3 bundle were designed to integrate with one another and intentionally built to help improve upon day-to-day law enforcement activities. By bundling these solutions into one cost-effective package, Washington County Sheriff's Office can begin leveraging all of the necessary tools to improve efficiencies across your agency and keep your officers and communities safe.

By investing in our solutions as a bundle—versus a la carte purchases Washington County Sheriff's Office will receive an overall savings of \$61,352.00 throughout a 10-year contract.

For your convenience, we have also included a link to our Master Services and Purchasing Agreement for you to review.

If you have any questions regarding our solutions or pricing, please contact:

## POINT OF CONTACT

Brayden Herrera

Account Executive

480-666-9781

bherrera@axon.com

Please note that to sign a deal with Axon Enterprise, Inc., all accounts must be current, and any outstanding invoices must be paid.

We look forward to working with Washington County Sheriff's Office to help bolster your current workflows by joining our technology—designed specifically for law enforcement—with your personnel.



## COST OVERVIEW

CONTRACT LENGTH AND REFRESHES	
Program Length	10 Years
Refresh Schedule	Axon Car Cameras – 60, and 120 Months
BILLING SCHEDULE	
Year 1 – Feb 2024	\$38,436.00
Year 2 – Feb 2025	\$38,436.00
Year 3– Feb 2026	\$38,436.00
Year 4– Feb 2027	\$38,436.00
Year 5– Feb 2028	\$38,436.00
Year 6– Feb 2029	\$38,436.00
Year 7– Feb 2030	\$38,436.00
Year 8– Feb 2031	\$38,436.00
Year 9– Feb 2032	\$38,436.00
Year 10– Feb 2033	\$38,436.00
SAVINGS OVERVIEW	
Total Savings Offered	\$61,352.00
TOTAL	
Total Program Cost	\$384,360.00
Estimated Total w/ Tax	\$384,360.00



## STORAGE OVERVIEW

With the collection of Washington County Sheriff's Office's digital evidence on the rise, having access to a highly scalable cloud-storage solution capable of housing both Axon and non-Axon data is of the utmost importance. Especially when you need a reliable storage array to quickly access, manage, and share your data. With our proposed solution, Axon is offering Washington County Sheriff's Office the following storage amounts to ensure your data is available all from one place.

AVAILABLE STORAGE BREAKDOWN	
LICENSE TIER	STORAGE AMOUNT
Axon Device Data Storage	Unlimited
Axon Evidence Storage	Unlimited



## SOLUTION DELIVERABLES

Axon's Axon Fleet 3 bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together to help equip your officers with the solutions they need. Whether easing your administrative burden back at the station or protecting your officers in the field, Washington County Sheriff's Office will receive the following program features and products to help you meet your goals.

### HARDWARE COMPONENTS

#### IN-CAR CAMERA SYSTEMS

- 13 Axon Fleet 3 Camera Kits
- 13 Cradlepoint IBR900 Routers
- 13 Axon Signal Units
- 13 Airgain Antennas
- 13 Axon Fleet SIM Cards



## SOFTWARE COMPONENTS

### IN-CAR CAMERA SYSTEMS

---

- 13 Axon Fleet 3 In-Car System Licenses
- 13 Axon Fleet 3 ALPR Licenses
- 13 Axon Respond+ Licenses
- 13 Axon Fleet 3 Unlimited Storage Licenses

### DEMS

---

- Axon Evidence Unlimited Storage Licenses (Axon Data Only)



## TRAINING AND SUPPORT

- ▶ Axon Full-Service Deployment
- ▶ In-Car Camera System Vehicle Installations

## WARRANTIES AND REFRESHES

- ▶ In-car Camera Systems Refreshes
- ▶ 10 Year Warranty

**PROPOSED ARPA EXPENDITURES**

CURRENT BALANCE

10/31/2023 = \$2,067,611.71

PENDING APPROVED EXPENSES = \$94,800.00

PROPOSED DECEMBER 2023 EXPENDITURES

SHERIFF DEPARTMENT. BODY CAMERAS,TAZERS. AND CAR CAMERAS FOR 2024 AND 2025  
= \$200,000.00

PROPOSED 2024 ITEMS

WASHINGTON COUNTY COMMUNICATIONS EQUIPMENT = \$800,000.00

WASHINGTON COUNTY FIRE DISTRICTS = \$95,000.00

WASHINGTON COUNTY AMBULANCE FACILITY = \$878,000.00 or any remaining ARPA  
FUNDS

EXPENSES ARE ESTIMATED, SO ACTUAL COSTS MAY VARY.

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the "Agreement") is entered into by and between **WASHINGTON COUNTY, ILLINOIS** (the "County"), **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 702** (the "Union"), and **LYNZE JOSEPH** ("Joseph"). The term "Party" or "Parties" as used herein shall refer to The County, Union, Joseph, or all collectively, as may be appropriate.

### **1. Recitals.**

This Agreement is made with reference to the following facts:

- (a) Joseph was formerly employed by the County;
- (b) The Union on behalf of Joseph, filed a grievance (the "Grievance") against the County alleging that the County discharged Joseph without just cause; and
- (c) To avoid additional cost and the uncertainty of arbitration or other litigation, Joseph, the Union, and the County have agreed as follows.

### **2. Consideration.**

- (a) In consideration for Joseph signing this Agreement and complying with its terms the County will reinstate Joseph to employment with the County as a dispatcher with no loss of seniority effective November 27, 2023.
- (b) Effective November 27, 2023, the County will provide to Joseph on the same terms and conditions as other bargaining unit employees health insurance, dental and vision coverage, and life insurance benefits.
- (c) On December 1, 2023, Joseph's pay will be increased to \$23.92 per hour, the same as other members of the bargaining unit.
- (d) On December 1, 2023, the County will credit Joseph with ten (10) sick days and one (1) personal day.
- (e) Joseph will return to employment with the County with no accrued vacation time, but Joseph will begin accruing vacation time effective January 1, 2023, on the same terms as all other bargaining unit employees.
- (f) Joseph's termination will be converted to a final warning for insubordination. The warning will remain in Joseph's personnel file until December 1, 2024.

### **3. General Release, Claims Not Released and Related Provisions.**

- (a) **General Release of All Claims.** Joseph and Joseph's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge the County and its Departments, elected officials, appointed officials, and employees (collectively

“Releasees”) of and from any and all claims, known and unknown, asserted or unasserted, which Joseph has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, the Grievance, and any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 (“ERISA”);
- The Internal Revenue Code of 1986;
- The Americans with Disabilities Act of 1990;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”);
- Families First Coronavirus Response Act;
- The Illinois Human Rights Act;
- 820 ILCS 305/4(h) of the Illinois Workers’ Compensation Act;
- Illinois common law regarding retaliation or discrimination for filing a workers’ compensation claim;
- Illinois Right to Privacy in the Workplace Act;
- Illinois One Day Rest in Seven Act;
- Illinois Eight Hour Work Day Act;
- Illinois Health and Safety Act;
- Illinois Whistleblower Act;
- Illinois Victims’ Economic Safety and Security Act;
- Illinois Worker Adjustment and Retraining Notification Act;
- Illinois Personnel Records Review Act;
- Illinois Joint Agency Rules on National Origin Discrimination;
- Illinois Human Rights Commission Rules on Handicap Discrimination;
- Illinois Human Rights Commission Rules on Unfavorable Military Discharge Discrimination;
- Illinois Common Law Claims for Unlawful Retaliatory Discharge in Violation of Public Policy;
- Illinois Employee Sick Leave Act;
- Illinois Child Bereavement Leave Act;
- Illinois Biometric Information Privacy Act;
- Illinois Workplace Transparency Act;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters.

(b) **Claims Not Released.** Joseph is not waiving any rights Joseph may have to: (i) Joseph’s own vested or accrued employee benefits under any qualified retirement benefit plans; (ii) benefits and/or the right to seek benefits under applicable workers’ compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Joseph from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., the ILRB) or in any legislative or judicial proceeding. However, to the maximum extent permitted by law, Joseph agrees that if such an administrative claim is made, Joseph shall not be entitled to recover any individual monetary relief or other individual remedies

except that nothing in this Agreement prohibits or prevents Joseph from receiving individual monetary awards or other individual relief by virtue of participating in governmental whistleblower programs.

**4. Acknowledgements and Affirmations.**

(a) Joseph affirms that other than the Grievance, Joseph has not filed, caused to be filed, or presently is a party to any claim against the County. Nothing in this Agreement or these Affirmations is intended to impair Joseph's rights under whistleblower laws or cause Joseph to disclose Joseph's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(b) Joseph further affirms that Joseph has no known workplace injuries or occupational diseases.

(c) Joseph understands that, as part of her promises made in this Agreement, and as a condition for receipt of the consideration set forth in paragraph 2, the Grievance is being fully settled by the Union and the County, and the Parties' signatures upon this Agreement shall constitute a final resolution of the Grievance. The arbitration hearing over the Grievance shall be canceled. fee. Joseph acknowledges and agrees that the Union fairly represented her in the negotiation of this Agreement, and that she waives and releases any claim she may have regarding her representation by the Union in this matter. The County and the Union acknowledge that this Agreement is entered on a non-precedent basis.

**5. Governing Law and Interpretation.**

This Agreement shall be governed and conformed in accordance with the laws of Illinois without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Joseph agrees to sign a replacement release in a form provided by the County.

**6. Nonadmission of Wrongdoing.**

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of a violation of the collective bargaining agreement between the County and the Union or of wrongdoing or evidence of any liability or unlawful conduct of any kind.

**7. Amendment.**

This Agreement may not be modified, altered, or changed except in writing and signed by the Parties wherein specific reference is made to this Agreement.



**8. Entire Agreement.**

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Joseph acknowledges that Joseph has not relied on any representations, promises, or agreements of any kind made to Joseph in connection with Joseph's decision to accept this Agreement, except for those set forth in this Agreement. Joseph further acknowledges that Joseph has had a full and fair opportunity to consult with the Union before executing this Agreement.

**9. Counterparts and Signatures.**

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

**JOSEPH FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE THE GRIEVANCE AND ALL OTHER CLAIMS JOSEPH HAS OR MIGHT HAVE AGAINST RELEASEES.**

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

**LYNZE JOSEPH**

**WASHINGTON COUNTY ILLINOIS**

By: Lynze Joseph

By: David Meyer

Print  
Name: Lynze Joseph

Date: 12/14/23

Date: 12/12/23

**IBEW, LOCAL 702**

By: Tat

Date: 11/28/23