

OFFICIAL PROCEEDINGS
WASHINGTON COUNTY BOARD MEETING

February 11, 2025

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the Washington County Courthouse Nashville, Illinois on Tuesday, February 11, 2025 for the purpose of transacting county business that might come before the Board.

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

Roll Call was taken by County Clerk Hempten with 11 members present. Those present were, Brammeier, Hohlt, Ibandahl, Elsesser, Malick, Shemonic, Small, Unverfehrt, Todd, Bronke and Meyer. Absent were Karg, Klingenberg, Bening and Luna-Fuller

Others present were Crystal May-State's Attorney, Matt Bierman & Darrah Sabo – EMA and Zoning, John Felchlia – Ambulance Administrator, Kiefer Heiman-Highway Superintendent, Chief Deputy Charles Carroll, Levi Foreman Court Security, Jeff Twardowski 24th Circuit, Chief Circuit Judge Emge, Heather Dunmeyer ROE #13 - Truancy, Keli Tate ROE #13 – Birth to Three, Andrew Keyt – Heyl Royster, Alex Rives – Heyl Royster, Todd Marver-Washington County News, Joe Goodrich, Salina Jett, Mary Czajkowski, Alan Czajkowski

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the meeting of the Washington County Board to order at 7:10 p.m.

Chairman Meyer moved item #19 on the agenda to be addressed after item #8.

Chairman Meyer asked if there were any additions or corrections to the January 14, 2025 Board meeting minutes. With no additions or corrections, a motion was made by Shemonic to approve the minutes, seconded by Malick. Motion carried.

Once a year Chief Circuit Judge Emge appears before the board. Judge Emge told the board that the swearing in ceremony for Associate Judge Janowski and the swearing in of State's Attorney Crystal May was well attended. There were 2 Supreme Court Justices there, 1 standing and 1 retired. Every Judge in the 24th Circuit attended except for 1, every State's Attorney and Circuit Clerk from the circuit attended also. All the Washington County Officials, except for 1 attended. There was 1 retired County Board member who attended. Emge wished there could have been some board members that would have attended. It was a very nice ceremony.

Sheriff Ross Schultze was to appear before the board but could not make it.

Heather Dunmeyer Director of Truancy for ROE #13 appeared before the board to give her annual report **(Exhibit A)**. Keli Tate from ROE #13 gave a brief description on the new ROE#13 Birth to Three Prevention Initiative Program. **(Exhibit B)**

Andrew Keyt from Heyl Royster spoke to the Board to briefly explain and answer questions about Item #19 on the board agenda, the Decommissioning Agreement Ashley Solar, LLC – Nexamp. Keyt explained that the Decommissioning agreement together with the Decommissioning Plan attached is entered into by and between Ashley Solar, LLC and Washington County. It also has a Financial Assurance; Reevaluation. Attached is the Standard Agricultural Impact Mitigation Agreement (AIMA) between Ashley Solar, LLC and the Illinois Department of Agriculture. Keyt also told the board if they would want an engineer of their choice look at the project, it would not cost the county anything, the developer has to pay the cost. After a lengthy discussion, Malick made a motion to have an engineer of the county's choice look and review the project and the estimated cost that was given.

Bronke seconded that motion. The Decommissioning Agreement is tabled until the March 11, 2025 board meeting to give time for the County's engineer to review it.

Bierman told the board there have been 3 solar project applications from New Energy Equity, who is the developer and parent company to the projects. There will be a meeting on Tuesday, February 25th at 6:00 pm at the Nashville American Legion for updates on the Okawville Aholt Solar project which is one of the 3. The other projects are both Nashville projects. Project 2 is behind SI beverage and 3 is behind Nascote. New Energy Equity is wanting to proceed with the Aholt project first.

A final plat of Kennedy Subdivision (**Exhibit C**) was presented to the board for approval. A motion was made by Brammeier and seconded by Small to approve the plat, motion carried. A roll call vote was requested by Brammeier. Roll call was taken with 11 ayes, 0 nays and 4 absent.

Kiefer Heiman – County Highway Engineer presented 3 Resolutions to the Board for approval.

- Resolution #2025-83 (**Exhibit D**) to repair a damaged drainage structure, consisting of a 36" galvanized steel culvert on Posen Road, Section 18 Township 3 South Range 1 West. A motion was made by Malick seconded by Shemonic. Motion carried.
- Resolution #2025-84 (**Exhibit E**) to appropriate Motor Fuel Tax funds for FY 2025 Highway Maintenance. A motion was made by Malick seconded by Unverfehrt. Motion carried.
- Resolution #2025-85 (**Exhibit F**) to appropriate funding for highway improvements County Highway 12. A motion was made by Malick seconded by Hohlt. 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 MET ON February 11, 2025 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 asked to add an invoice from Johnson Controls for inspecting and replacing fire extinguishers for \$1513. A motion was made by Ibendahl seconded by Elsesser roll call vote was taken with 11 ayes. Motion carried.

A motion was made by Ibendahl seconded by Brammeier to make restitution to the County Board's Per Diems. Roll Call vote was taken with 11 ayes. Motion carried.

The State's Attorney's Monthly Report (Exhibit H) Crystal May appeared before the Board to present her report to the board. Hohlt made a motion to accept the report as presented seconded by Shemonic. Motion carried.

The County Clerk and Recorder's Monthly Report (Exhibit I) Clerk Hempen presented her monthly report to the Board for approval a motion was made by Brammeier seconded by Ibendahl to approve the report as presented.

The Sheriff's Monthly Report & Informational handout. (Exhibit J) Chief Deputy Carroll appeared before the board to present the Sheriff's Department monthly report. A motion was made by Hohlt seconded by Unvefehrt to accept the report as presented. Motion carried. Hohlt asked Chief Deputy Carroll if the grant for body cameras had been submitted yet? He told Carroll that it needed to be submitted by April 1. Chief Deputy Carroll told Hohlt that the Retention grant had been submitted and that he is working on the other grant.

The Ambulance Monthly Report (Exhibit K) Felchlia appeared before the board to present his monthly report. A motion was made by Todd seconded by Small to approve the report as presented. Motion carried. Felchlia told the board he secured a grant from Maschhoff's for \$2500 for electronic mapping.

A revision to the 2023-15 Public Safety Act (Ambulance Fees) was presented, **(Exhibit L)** voted and approved at the County Board meeting on January 14, 2025. The ordinance was not available at that meeting. It is being presented again tonight for Chairman Meyer's signature. A roll call vote was taken with 11 ayes and 0 nays. Motion carried.

The Treasurer's Monthly Cash Flow Statement and Budgetary status Reports for Period ending 1/31/2025 (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.

ARPA Fund monthly recap (Informational Only) **(See Exhibit O).**

County Collector's report of 2023 Real Estate Taxes collected in 2024 (Informational Only) **(See Exhibit P)**

Brammeier made a motion to give permission to Chairman Meyer to sign a letter of support for, Discover Downstate Illinois. This is done annually. **(Exhibit Q)**

COMMITTEE REPORTS:

Ambulance- 1 meeting

Animal Control- No meeting

Cemetery- No meeting

Claims against the County- 1 meeting

Sheriff's/Communications/Drug Task- 1 meeting.

- Village of Hoyleton Intergovernmental Agreement for Dispatch Radios **(Exhibit R)** County will use Hoyleton's water tower for the antenna and use the base of the tower for the cabinet. There is no cost to the county, except the county is responsible for installing, maintaining and supplying the insurance. Unverfehrt made a motion to accept the agreement seconded by Brammeier. Motion carried.
- Village of Okawville Intergovernmental Agreement for Dispatch Radios **(Exhibit S)** County will use Okawville's water tower for the antenna and use the base of the tower for the cabinet. There is no cost to the county, except the county is responsible for installing, maintaining and supplying the insurance. Unverfehrt made a motion to accept the agreement seconded by Elsesser. Motion carried.
- Prairie State Generating Company LLC Intergovernmental Agreement for Dispatch Radios **(Exhibit T)** County will use one of Prairie State's towers for the antenna and base for the cabinet. It is a straight tower with nothing on it. There is no cost to the county, except the county is responsible for installing, maintaining and supplying the insurance. Unverfehrt made a motion to accept the agreement seconded by Todd. Motion carried.
- Wisper LLC, Intergovernmental Agreement for Dispatch Radios **(Exhibit U)** Wisper LLC owns the old AT&T tower at the intersection of Rt 51 & Rt 15 west of Ashley. There is a small building on site where the cabinet can be stored. There is no cost to the county, except the county is responsible for installing, maintaining and supplying the insurance. Unverfehrt made a motion to accept the agreement seconded by Malick. Motion carried.

All agreements will automatically renew. Unverfehrt wanted to Thank the Village of Hoyleton, Village of Okawville, Prairie State Generating Company LLC and Wisper LLC for willing to work with the county.

County Buildings- 2 meetings. Brammeier told the board that the start date for the Sheriff Office/Jail remodel is scheduled for March 3rd. The dispatch equipment will remain except for the file cabinets.

Brammeier chairman of the building committee is requesting permission to contact Eggemeyer & Associates to have bid specs drawn up for the old ambulance/new dispatch location. Todd asked Brammeier where is the money coming from? He said the Prairie State fund. Brammeier said Prairie State is a capital restricted fund not a part of the general fund. Brammeier said he thinks it would be \$15,000 to \$20,000 to write bid specs. Brammeier made a motion to allow the architect to do the bid specs. Ibendahl seconded the motion. Roll call vote was taken with 8 ayes and 3 nays voting nay were Bronke, Hohlt and Todd. Motion passed.

County Health Department- 1 meeting. Chairman Meyer told the board that a replacement has been hired for Karen Martens, she is retiring at the end of the month.

Education- No meeting

Enterprise Zone (Centralia) - No meeting

Enterprise Zone (Nashville) - No meeting

Environmental, EMA & Zoning- 1 meeting

Finance, Claims & Economic Development- 1 meeting

Insurance- No meeting

Legislative- No meeting

Personnel, Policy & Appointments- No meeting. Ibendahl made a motion to re-appoint Gary Klingler & Patricia Rolf to the Washington County Mental Health Board.

Planning Commission- 1 meeting

Road & Bridge-1 meeting

Safety- 1 meeting

Solid Waste- No meeting. The 3 recycling dates have been set April 26th in Nashville, September 20th in Okawville and November 1st in Ashley.

South Central IL. Growth Alliance- No meeting

911- 1 meeting

Dispatch- 1 meeting

Contract Negotiations – FOP no meeting

Contract Negotiations – IBEW no meeting

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

Chairman Meyer asked for any comments from the public. There were none

The next regularly scheduled meeting will be March 11, 2025 at 7:00 p.m.

A motion was made by Todd and seconded by Bronke to adjourn the meeting. Motion carried. The meeting of the Washington County Board adjourned at 8:39 p.m.

Shari Hempen, Washington County Clerk and Clerk of the Board

WASHINGTON COUNTY BOARD
101 E. St. Louis St., Nashville, IL. 62263
COUNTY BOARD MEETING:
7:00 P.M February 11, 2025

AGENDA

1. Prayer and Pledge
2. Call to Order
3. Roll Call
4. Acknowledgment of Guests
5. Approval of the January 14, 2025 County Board Minutes
6. Circuit Judge – Dan Emge
7. Sheriff Ross Schultze
8. Truant Advocate
9. Highway Department:
 - Resolution to appropriate township aid under 605 ILCS 5/5-501
 - DuBois Road District – Posen Road
 - Resolution to appropriate MFT funds for highway improvements for County Highway 12
 - Resolution to appropriate Motor Fuel Tax funds for FY 2025 Highway Maintenance
10. Claims against the County
11. Approve County Board Expenses
12. State’s Attorney’s Monthly Report
13. County Clerk and Recorder’s Monthly
14. Sheriff’s Monthly Report
15. Emergency Ambulance & Rescue Service Monthly Report
 - Ordinance Amending the Ambulance Service Fees and Rates to be charged
16. Treasurer’s Monthly Cash Flow & Budgetary Status Report
17. ARPA Fund monthly recap (Informational Only)
18. County Collector’s Report of 2023 Real Estate Taxes Collected in 2024 (Informational Only)
19. Zoning:
 - Decommissioning Agreement Ashley Solar, LLC – Nexamp
 - Solar Project Updates
 - Final Plat of Kennedy Subdivision
20. Permission to have Chairman Meyer sign a letter of support for, Discover Downstate Illinois
21. Committee Reports:
 - County Buildings:**
 - Old Ambulance/Dispatch Project Proceed to bid
 - Personnel, Policy & Appointment:**
 - Washington County Mental Health re-appoint Gary Klingler & Patricia Rolf
 - Sheriff/Communications:**
 - Intergovernmental & Lease Agreements for Dispatch Radios
 - Village of Hoyleton
 - Village of Okawville
 - Prairie State Generating Company LLC
 - Wisper LLC
22. Approve Monthly Utility Expenses, and Payroll Expenses
23. Opportunity for the General Public to address the County Board
24. 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.



REGIONAL OFFICE OF EDUCATION
CLINTON/JEFFERSON/MARION/WASHINGTON COUNTIES

Matt Renaud, Regional Superintendent
John Consolino, Assistant Regional Superintendent
930-B Fairfax Street ♦ Carlyle, IL 62231
Phone (618) 594-2432

Washington County Board Meeting

Heather Dunmyer Director of Truancy & Student Services *kd*

The Regional Office of Education #13 covers 4 counties; Clinton, Jefferson, Marion & Washington Counties. In those four counties there are 45 public school districts and 13 private schools. Washington County has 6 public school districts and 3 private schools.

Our attendance program consists of a Regular Attendance Program that is a precursor program focused on students in grades prek-8th grade. The goal of this program is to help students and families avoid becoming involved in the truancy process. We currently have one Regular Attendance Specialist who covers all four counties. So far, this year she has received 172 referrals to this program. Five referrals came from Washington County Schools.

Our truancy program employs two truant officers. I serve as the truant officer for Clinton, Marion and Washington Counties and another truant officer that covers all Jefferson County schools. We have received 281 first referrals to the truancy program this year in comparison to 241 at the same time last school year. We are currently serving 20 students struggling with attendance from Washington County Schools. This is slightly higher than last year's numbers for the county.

We have held 2 Washington County truancy review board meetings at the Judicial Building seeing a total of 3 students and their parents this school year. We also have another meeting scheduled at the end of February to see a 4th student.

I have had two students in court in Washington County for truancy this school year. The first case was successfully closed last December. This student currently attends Nashville High School as a freshman and has had perfect attendance this school year. The student is doing well academically. The other student is a senior who is doing well with attendance and is on track to graduate this May from NCHS.



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RESOLUTION

WHEREAS, it is necessary to repair a damaged drainage structure, consisting of a 36" galvanized steel culvert on Posen Road, approximately three quarters of one mile west of US-51, DuBois Township, Section 18, Township 3 South Range 1 West; and

WHEREAS, the Road District Highway Commissioner has petitioned this Board through its Road and Bridge Committee for assistance under 605 ILCS 5/5-501 to replace said culvert and has agreed to pay fifty (50) percent of the final cost of the replacement, and

WHEREAS, the County Engineer has reviewed the replacement request, visited the site to inspect, and agrees with the repair request, and

WHEREAS, the Washington County Road and Bridge Committee has reviewed said petition and has by voice vote recommended that the petition be sent to the County Board for approval; and

WHEREAS, the Committee finds the request to be in order at a project replacement cost of \$5,430.00, and

NOW, THEREFORE, BE IT RESOLVED, that the Washington County Board hereby authorizes the appropriation of \$2,715.00, or as much as may be required, to provide 50% of this structure's final cost, and that said appropriation is to be paid from the County Bridge Fund in accordance with 605 ILCS 5/5-501, and

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 February 11, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Nashville, Illinois in said County this 11th day of February A.D., 2025.

Shari Hempen

County Clerk



Estimate of Drainage Structure Repair/Replacement Cost

Date: 01/08/25

Prepared: Allen Kwiatkowski

Township: Du Bois Road District

Project: Replace existing 30" galvanized culvert with 36" aluminized crossing Posen Road three-quarters of a mile west of US-51

Item	Unit	Quantity	Unit Price	Cost
36" Steel Culvert - Round	LF	40	\$75.00	\$3,000.00
Rock Backfill	Load	3	\$150.00	\$450.00
Rip-Rap	Load	3	\$200.00	\$600.00
Backhoe	Hours	8	\$100.00	\$800.00
Labor	Hours	8	\$35.00	\$280.00
BAM	Ton	4	\$75.00	\$300.00
Total Estimated Cost				\$5,430.00

2023 Value of Taxable Land in Township: \$13,170,430
 0.02% of Value of Taxable Land: \$2,634.09

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 for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 8, Washington, 2025-84, Original, 25-00000-00-GM

BE IT RESOLVED, by the Board of the County of Washington, Illinois that there is hereby appropriated the sum of seven hundred eighty-one thousand six hundred seventy-five Dollars (\$781,675.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 12/01/24 to 11/30/25

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Washington shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

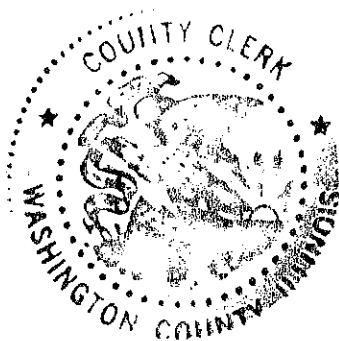
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Shari Hempen, County Clerk in and for said County of Washington in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Washington at a meeting held on 02/11/25

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of February, 2025

(SEAL, if required by the LPA)



Clerk Signature & Date

Signature of Shari Hempen and date Feb. 11, 2025

APPROVED

Regional Engineer Signature & Date Department of Transportation

Blank box for Regional Engineer signature and date



Local Public Agency General Maintenance

Submittal Type Estimate of Cost For
 District County

Estimate of Maintenance Costs

Local Public Agency	County	Section Number	Beginning	Ending
Washington County	Washington	25-00000-00-GM	12/01/24	11/30/25

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Subgrade Repair	III	No	CA/CM 6 FOB	Tons	1,000	\$18.00	\$18,000.00	\$18,000.00
Subgrade Repair	III	No	CA/CM 6 Furnish	Tons	600	\$20.00	\$12,000.00	\$12,000.00
Seal Coat	III	No	CA/CM 16 FOB	Tons	675	\$24.00	\$16,200.00	\$16,200.00
Seal Coat	IIA	No	CA/CM 13 Furnish	Tons	0	\$35.00	\$0.00	\$0.00
Seal Coat	III	No	HFE 150 Furn/Apply	Tons	225	\$715.00	\$160,875.00	\$160,875.00
Seal Coat	IIA	No	Bit Mix #1 FOB	Tons	350	\$84.00	\$29,400.00	\$29,400.00
Seal Coat	IIA	No	Bit Mix #2 FOB	Tons	0	\$90.00	\$0.00	\$0.00
Pavement Marking	III	No	4" Striping - Yellow/White	FT	500,000	\$0.10	\$50,000.00	\$50,000.00
Snow & Ice Cont	I	No	Bulk Rock Salt Furnish	Tons	425	\$120.00	\$51,000.00	\$51,000.00
Snow & Ice Cont	IIA	No	FA/FM 6 Furnish	Tons	800	\$35.00	\$28,000.00	\$28,000.00
Seal Coat	III	No	CA/CM 16 Furnish	Tons	675	\$24.00	\$16,200.00	\$16,200.00
Total Operation Cost								\$381,675.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$400,000.00			\$400,000.00
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$57,400.00			\$57,400.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$273,275.00			\$273,275.00
Formal Contract (Bid Items)	\$51,000.00			\$51,000.00
Maintenance Total	\$781,675.00			\$781,675.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$781,675.00			\$781,675.00

Remarks

Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Washington County	Washington	25-00000-00-GM	12/01/24	11/30/25

SUBMITTED

Local Public Agency Official Signature & Date
[Signature Box]

Title
[Title Box]

County Engineer/Superintendent of Highways Signature & Date
[Signature Box]

APPROVED

Regional Engineer Signature & Date
Department of Transportation
[Signature Box]

IDOT Department Use Only

Received Location Received Date Additional Location?
[Box] [Box]

WMFT Entry By Entry Date
[Box] [Box]

RESOLUTION TO APPROPRIATE FUNDING FOR HIGHWAY IMPROVEMENTS

Section No: 20-00097-00-RS

Job No: C-98-019-24

Project No: HLL1(382)

WHEREAS, the County of Washington is proposing to overlay 1.94 miles of County Highway 12 from County Highway 10 to New Marigold Road,

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee,

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Washington County Board:

Section 1: The Washington County Board hereby appropriates \$220,000, (two hundred twenty thousand dollars), or as much as may be needed to match the required funding to complete the proposed improvement from County Motor Fuel funds, specifically Rebuild Illinois funds, and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

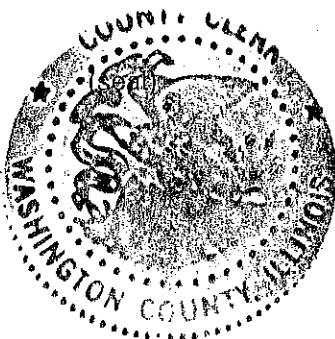
Section 2: The County Board Chairman is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: The resolution will become Attachment 3 of AGREEMENT.

Section 4: The County Clerk of Washington County is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 8 Bureau of Local Roads and Streets.

I, Shari Hempen, County Clerk in and for Washington County, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of the resolution approved by the Washington County Board at its meeting on the 11th day of February, 2025.

IN TESTIMONY WHEREOF; I have unto set my hands and seal, at my office, this 11th day of February, 2025.



A handwritten signature in cursive script, reading "Shari Hempen", is written over a horizontal line.

County Clerk

F



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Washington County		Washington	20-00097-00-RS
Fund Type	I/TEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STR	N/A	N/A	N/A

Construction

State Job Number	Project Number
C-98-019-24	HLL1(382)

Local Let/Day Labor
 Construction on State Letting
 Construction Engineering
 Utilities
 Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
CO HWY 12	CH 0012	1.94 MI	05.25	07.19

Location Termini

From CH 10 to New Marigold RD

Current Jurisdiction	Existing Structure Number(s)	Remove
Washington County	N/A	

PROJECT DESCRIPTION

Overlay of project area and all necessary work required to complete.

Local Public Agency	Section Number	State Job Number	Project Number
Washington County	20-00097-00-RS	C9801924	HLL1(382)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation: Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 **STATE Audits:** The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the STATE and the FHWA.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on STATE awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

SCHEDULES

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

<input checked="" type="checkbox"/>	1. Division of Cost
<input checked="" type="checkbox"/>	2. Location Map
<input checked="" type="checkbox"/>	3. Risk Assessment
<input checked="" type="checkbox"/>	4. Attestations
<input checked="" type="checkbox"/>	5. Resolution*
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mr. David Meyer

Title of Official

County Board Chairman

Signature

Date

David A. Meyer 2-11-25

The above signature certifies the agency's TIN number is

376002302 conducting business as a Governmental Entity.

DUNS Number 620132001

UEI

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

[Signature Box] [Date Box]

By:

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

Date

[Signature Box] [Date Box]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

[Signature Box] [Date Box]

Michael Prater, Chief Counsel

Date

[Signature Box] [Date Box]

Vicki Wilson, Chief Fiscal Officer

Date

[Signature Box] [Date Box]

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 3

Local Public Agency: **Washington County** Section Number: **20-00097-00-RS** County: **Washington** State Job Number: _____ Project Number: _____

LRS Federal Funds Risk Assessment

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	<p>Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?</p> <p>What is the LPA's history with federal-aid funded transportation projects?</p> <p>Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?</p> <p>Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?</p> <p>Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?</p> <p>What is the LPA's accounting system?</p> <p>Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?</p> <p>When was the last time a financial statement audit was conducted?</p> <p>What type of financial statement audit has the organization had conducted?</p> <p>Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?</p> <p>Have the findings been resolved?</p>	<p><u>0 points</u> - no significant changes in the last 4 or more years; <u>1 point</u> - minor changes, but majority of key staff and officials have not changed in the last 4 years; <u>2 points</u> - significant key staff or elected leadership changes within the last 3 years; <u>3 points</u> - significant key staff and elected leadership changes within the last 3 years</p> <p><u>0 points</u> - One or more federal-aid funded transportation projects initiated per year; <u>1 point</u> - At least one project initiated within the past three years; <u>2 points</u> - AT least one project initiated within the past 5 years; <u>3 points</u> - None or more than 5 years</p> <p><u>0 points</u> - Full-time employee with experience designated as being in "responsible charge"; <u>1 point</u> - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; <u>2 points</u> - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; <u>3 points</u> - LPA staff have no prior experience or technical expertise and relying solely on consultant</p> <p><u>0 points</u> - No; <u>1 point</u> - Delays of 6 or more months; <u>2 points</u> - Delays of up to 1 year; <u>3 points</u> - 1 year or more years of delay</p> <p><u>0 points</u> - Yes; <u>3 points</u> - no</p> <p><u>0 points</u> - Automated accounting software; <u>1 point</u> - Spreadsheets; <u>2 points</u> - paper only; <u>3 points</u> - none</p> <p><u>0 points</u> - yes; <u>3 points</u> - no</p> <p><u>0 points</u> - in the past year; <u>1 point</u> - in the past two years; <u>2 points</u> - in the past three years; <u>3 points</u> - 4 years or more, or never</p> <p><u>0 points</u> - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; <u>1 point</u> - Financial review?; <u>2 points</u> Other type? or no audit required; <u>3 points</u> - none</p> <p><u>0 points</u> - no; <u>3 points</u> - yes, or no audits required</p> <p><u>0 points</u> - yes or no findings; <u>1 point</u> - in progress; <u>3 points</u> - no</p>	<p>0</p> <p>1</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p>

Summary of Risk	
General History of Performance	1
Financial Controls	0
Audits	0
Total	1

District Review Signature & Date:	Digitally signed by Rebecca L. Tharp Date: 2024.12.02 16:16:16 -06'00'
Central Office Review Signature & Date:	Digitally signed by Teresa Cline Date: 2024.12.05 08:46:55 -06'00'

Additional Requirements? Yes No

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SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Washington County LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?
 Yes No

2. Does the Washington County LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Washington County LPA fiscal year?
 Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Washington County LPA performed a single audit for their previous fiscal year?
 Yes No
i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?
 Yes No

b. For the current fiscal year, does the Washington County LPA intend to comply with Subpart F of 2 CFR 200?
 Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.


Name	Title	LPA
		Washington County

Signature & Date

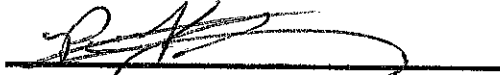
We have examined and approved the bills listed for January 2025 on the attached sheet and recommend that the Claims Committee of the Washington County Board approve them for payment:


County Highway Fund	\$72,245.38
County Bridge Fund	\$18,504.71
County Matching Fund	\$0.00
County MFT Fund	\$23,419.16
Road District Fund	\$0.00
Township Bridge Fund	<u>\$0.00</u>
Total	\$114,169.25

Date: 2/10/2025



Chairman






Road and Bridge Committee

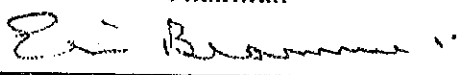
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County Highway Fund	\$72,245.38
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County Matching Fund	\$0.00
County MFT Fund	\$23,419.16
Road District Fund	\$1,467.15 0.00
Township Bridge Fund	<u>\$0.00</u>
Total	\$115,636.40 \$114,169.25

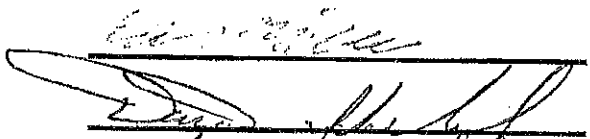
Date: 2-5-2025




Chairman



Eric Beaman





Larry G. Unsworth
Road and Bridge Committee

INVOICE EDIT REPORT

Vendor Number	Vendor Name	Inv/PO Number	Claim Number	Invoice Date	Due Date	G/L Date	Liq. ?	Comm. Bank System No.	Operator Batch
2773	ADVANCED CORRECTIONAL HEALTHCA	RINV-004617		02/01/25	02/11/25	02/11/25	N	02/06/25	DONNA 3034
	001 05-505.43		SHERIFF DEPT - MAR 25 ON-SITE MEDICAL SERVICES, TPA POOL MANAGEMENT FEES						
			INMATE MEDICAL NEEDS					4,701.17	4,701.17
								Gross Invoice Amount	4,701.17
								Net Invoice Amount	4,701.17
1781	ADVANCED SYSTEMS TECHNOLOGY, I	16084		01/16/25	02/11/25	02/11/25	N	01/30/25	DONNA 3034
	001 13-513.60		CUST ID: 200WASH, SHERIFF DEPT - DOOR CONTROL PANEL COMPLETE SYSTEM RESET						
			JAIL MAINTENANCE					135.00	
								Gross Invoice Amount	135.00
								Net Invoice Amount	135.00
3053	ALPHACARD	INV7467140		01/15/25	02/11/25	02/11/25	N	02/06/25	DONNA 3034
	001 01-501.32		EMA - PRINTHEAD FOR PRINTER						
			SAFETY SUPPLIES EXPENSE					779.99	
								Gross Invoice Amount	779.99
								Net Invoice Amount	779.99
3500	AMAZON CAPITAL SERVICES	19X9-3J36-GF6N		01/24/25	02/11/25	02/11/25	N	01/27/25	DONNA 3034
	001 05-505.31		ACCT #A1QEC9EWN9266H, SHERIFF DEPT - DOOR STOPPER, GREEN						
	001 05-505.45		GAS FOR AIRSOFT GUN, FILE FOLDERS					54.35	
	001 13-513.60		OFFICE SUPPLIES/EXPENSE					20.90	
			EQUIPMENT PURCHASES					10.99	
			JAIL MAINTENANCE					86.24	
								Net Invoice Amount	86.24
3500	AMAZON CAPITAL SERVICES	1JRJ-4RRG-46P3		02/03/25	02/11/25	02/11/25	N	02/04/25	DONNA 3034
	051 00-524.31		ACCT #APRHS8M54Y457, PROBATION - FILE FOLDERS						
			OFFICE SUPPLIES/EXPENSE					25.88	
								Gross Invoice Amount	25.88
								Net Invoice Amount	25.88
3500	AMAZON CAPITAL SERVICES	1RNK-4CM6-FCPH		01/21/25	02/11/25	02/11/25	N	02/04/25	DONNA 3034
	051 00-524.31		ACCT #APRHS8M54Y457, PROBATION - PENS, PUSH PINS, BULLETIN BOARD, HOLE PUNCH, STICKY NOTES, HIGHLIGHTERS						
			OFFICE SUPPLIES/EXPENSE					75.03	
								Gross Invoice Amount	75.03
								Net Invoice Amount	75.03
3500	AMAZON CAPITAL SERVICES	1GWK-PTVT-9JD9		01/27/25	02/11/25	02/11/25	N	02/05/25	DONNA 3034
	001 11-511.31		ACCT #APRHS8M54Y457, CIRCUIT JUDGE - MANILA/HANGING FILE FOLDERS, CARAFE						
			OFFICE SUPPLIES/EXPENSE					84.05	
								Gross Invoice Amount	84.05
								Net Invoice Amount	84.05
3500	AMAZON CAPITAL SERVICES	1MRX-7R44-9QJM		02/04/25	02/11/25	02/11/25	N	02/05/25	DONNA 3034
	001 11-511.31		ACCT #APRHS8M54Y457, CIRCUIT JUDGE - PENS, FILE CABINET, TRASH CAN						
			OFFICE SUPPLIES/EXPENSE					131.07	

STATE'S ATTORNEY'S REPORT

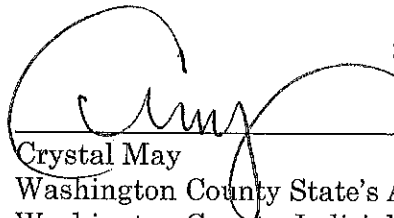
To: Circuit Court and Washington County Board, Washington County, Illinois.

The State's Attorney of Washington County, Illinois, respectfully submits the following report of fees paid to her from January 1, 2025, to January 31, 2025.

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

REPORT OF FEES COLLECTED AND PAID

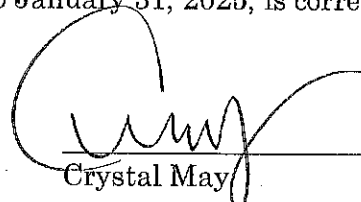
January 2025 – State's Attorney General Fund:	\$ 450.00
January 2025 – State's Attorney Drug Prevention Fund:	\$ 6.25
January 2025 – State's Attorney Automation Fund:	\$ 106.00
January 2025 – Restitution Received:	\$ 601.86



 Crystal May
 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, Crystal May, 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 January 1, 2025, to January 31, 2025, is correct to the best of my knowledge and belief.

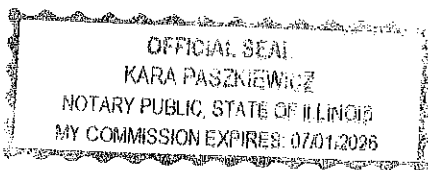


 Crystal May

Subscribed and sworn to before me this 10 day of February, 2025.



 Notary Public



H

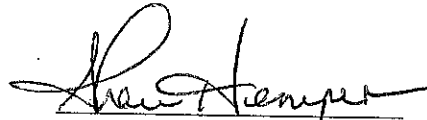
WASHINGTON COUNTY CLERK & RECORDER
REPORT OF COLLECTIONS
COLLECTION FOR THE PERIOD 1/1/2025-1/31/2025

JANUARY 2025:

Beginning Balances: \$ 2,087.34
Fees Collected: 59,528.93
Total \$ 61,616.27

DISBURSEMENTS:

Tax Redemptions \$ 28,352.12
Tax Redemptions Interest 2,975.17
Take Notice/Petitions 4.00
Larado 2,888.95
Miscellaneous 75.75
Disbursements \$ 34,295.99
Balance: \$27,320.28


SHARI HEMPEN
CLERK/RECORDER
WASHINGTON COUNTY

JANUARY 31, 2025

WASHINGTON COUNTY TREASURER:

(G.I.S. ASSESSOR FUND) \$ 2,720.00
(G. I.S. RECORDER FUND) 136.00

ILLINOIS DEPT OF REVENUE:

(R.H.S.P. - \$18.00 PER 135 DOC) 2,430.00

IL DEPT. OF PUBLIC HEALTH

(\$4.00 SURCHARGE DEATH CERT) 8.00

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE) 0.00

NATALIE LYNCH, WASHINGTON COUNTY TREASURER:

(RECORDER AUTO FUND) 1,088.00

NATALIE LYNCH, WASHINGTON CO TREASURER:

(DOCUMENT STORAGE FEES) 408.00
(FEE'S COLLECTED) 18,442.94

TOTAL \$25,232.94

TOTAL DISBURSEMENT \$59,528.93

Remaining Balance Tax Redemption #130068: \$458.16

Tax Redemption #130041: \$207.91

Tax Redemption #140063: \$275.41

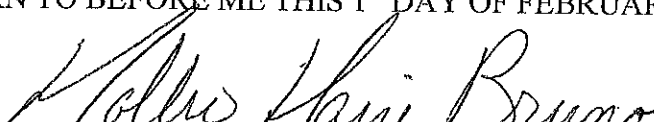
Tax Redemption #2014-000054: \$927.26

Tax Redemption #2014-000058: \$218.60

Total remaining balance \$2,087.34

TOTAL DISBURSEMENTS FOR THE MONTH OF JANUARY 2025.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF FEBRUARY 2025.


NOTARY





WASHINGTON COUNTY SHERIFF'S OFFICE



ROSS SCHULTZE

SHERIFF

I, ROSS SCHULTZE, SHERIFF OF WASHINGTON COUNTY STATES THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE SHERIFF'S OFFICE FOR THE MONTH OF JANUARY 2025.

FEES EARNED	\$ 357.00
FEES COLLECTED AND PAID TO THE COUNTY TREASURER	\$ 969.05
DIETING PRISONERS	\$ 2311.08
PATROL MILEAGE	\$ 7908.40
DOMESTICS/BATTERY/ASSAULT	Total: 14
MOTOR VEHICLE ACCIDENTS	Total: 8
TRAFFIC STOPS	Total: 226
COUNTY INMATES.....	1
FEDERAL INMATES.....	0 WAITING ON JAIL RENOVATIONS
CRIMINAL ARRESTS	8
TRAFFIC ARRESTS.....	65
TRAFFIC WARNINGS.....	128

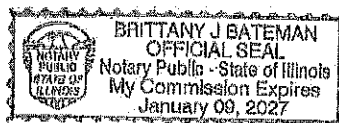
Ross Schultz

 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 6th DAY OF February 2025

Brittany Bateman

 NOTARY





WASHINGTON COUNTY SHERIFF'S OFFICE



ROSS J. SCHULTZE
SHERIFF

INFORMATIONAL
County Board Meeting
Sheriff's Report
February 11th, 2025

- Brittany Moeser is still missing. The family is offering a \$5,000.00 reward for the recovery or whereabouts of Brittany. Missing flyer attached (1A).
- The Illinois Sheriff's Association Statewide College Scholarship Program is open. We will be issuing one \$500.00 scholarship. The deadline for applications is March 14, 2025. At this time, we have only received one application. Applications can be found at www.ilsheriff.org/youth-2/. Announcement is attached (2A).
- Deputy Klingeman has recovered from his work related injury and has been released back to full duty.
- A meeting with DCFS has been scheduled on February 19th reference them financing a deputy who would be designated to assist them on their calls and cases.
- Irvington and Ashley grade schools are interested in a School Resource Officer.
- We are accepting applications for part-time bailiffs. The rate of pay per hour for this position is \$15.00.
- Glenn Helbig has been hired as our full-time custodian, he is replacing the vacancy that was open after Drew Atnip unexpected resignation. Glenn's start date is February 18th 2025.
- Kale Hug has advised me that he plans on resigning as our custodian at the end of March. He is wanting to help train Glenn before he resigns. He has not formally put his resignation in. We are still accepting custodian applications. Once Kale formally resigns we will follow IBEW guidelines and post the job vacancy.
- There have been four stolen vehicles since December. Three of the four have been out of Irvington.
- Traffic stop on January 11th resulted in 58 grams of MDMA, 28.5 grams of LSD, 35 grams of psilocybin mushrooms, 16.5 grams of suspected DMT, and 28 doses of suspected PCP being recovered.
- On January 21st, 2025 at 4:10AM, Dpt. Mayoral was performing routine security details in the towns throughout the county. After finishing a detail in Irvington, he was enroute to Hoyleton when he noticed the glow of a fire behind a residence on State Route 177.

245 N. Kaskaskia St. Nashville, Illinois 62263
618-327-8274 (Office) * 618-327-8275 (Fax)
www.wcso-il.com



WASHINGTON COUNTY SHERIFF'S OFFICE



ROSS J. SCHULTZE

SHERIFF

Dpt. Mayoral advised dispatch he was out with a shed fire, which had spread to a nearby camper. As dispatch was paging Hoyleton and Nashville Fire Departments, Dpt. Mayoral activated his sirens and knocked on the doors and windows of the house to wake the sleeping occupants. The residents were evacuated and were placed in Dpt. Mayoral's squad car to stay warm. The shed and camper were a total loss, but the fire departments quick arrival prevented the flames from reaching a nearby propane tank. The propane tank was temporarily plumbed with rubber lines going into the house. The fire had spread three feet of the tank when fire firefighters arrived. Quick actions by Dpt. Mayoral, Hoyleton and Nashville Fire Departments, and Washington County Public Communications prevented the fire from spreading farther and possibly becoming a much more dangerous situation. The homeowners lost a shed and camper but their house was spared any damage.

Dpt. Mayoral has been employed with the Washington County Sheriff's Office since last July, this is the second time that he has saved lives. Dpt. Mayoral is attending the 32nd annual SILEC awards banquet tonight to receive his life saving award from saving a life of a female on his first day of employment.

- On January 23rd, Dpt. Mayoral and Dpt. Mathis were presented with lifesaving awards at the SILEC/SIPCA awards banquet.
- On January 23rd, 2025 Dpt. Mathis was conducting a speed detail on US Highway 51 near State Rt 177 Irvington, IL. At 7:13AM Dpt. Mathis radar clocked a gray Honda Civic northbound on US Highway 51 traveling at a high rate of speed. 44-year-old Dennis P. Sweeney of St. Louis, MO was issued a citation for speeding, 98MPH in a 65MPH speed zone and notified of his mandatory court date. Sweeney was also advised that he was just two miles per hour under being charged with a Class A misdemeanor and aggravated speeding. Sweeney is considered innocent until proven guilty in a court of law.
- Scammers may be using the inmate search feature on the Sheriff's App to contact family members, falsely claiming they can help release loved ones for a fee. Do not send money or share personal information. Verify any claims with official sources.
- On January 18th, 2025 at approximately 6:15PM, a reckless driving complaint was broadcasted for a vehicle striking several barricades and concrete barriers and stopping in the middle of the lane. The vehicle was described as a blue 2018 Subaru Outback last seen southbound on US Highway 51 at I64, Irvington.

245 N. Kaskaskia St. Nashville, Illinois 62263

618-327-8274 (Office) * 618-327-8275 (Fax)

www.wcso-il.com



WASHINGTON COUNTY SHERIFF'S OFFICE



ROSS J. SCHULTZE

SHERIFF

Dpt. Mathis was just about to go off duty when the call was broadcasted, but due to the nightshift deputy being on a vehicle assist on the west side of the county, Dpt. Mathis responded to the reckless driving call. Dpt. Mathis noticed a vehicle matching the suspect vehicle description at the I64/US Highway 51 on ramp, Irvington. Dpt. Mathis observed the driver was slumped over and noticed what appeared to be a beer can in his right hand. Deputy Mathis was unable to gain access to the driver due to the doors being locked. The driver was responsive but not complying with Dpt. Mathis.

Dpt. Mathis called for assistance. Nashville Police Department Officers Cummins and Melton responded to assist. While waiting for assistance from Nashville Police Department, Dpt. Mathis noticed that the driver was excessively sweating and exhibiting odd behaviors. Dpt. Mathis then requested EMS to his location.

Nashville Police Officers arrived on scene. While Dpt. Mathis kept eyes on the driver, Nashville Officers looked through the passenger side window and noticed an insulin pen located in the car. They also noticed a medical pump located on the driver, reading a low glucose level.

What was believed to be a possible DUI quickly turned into a medical situation and immediate access to the driver was crucial. The passenger window was then broken out to gain access to the driver. The driver was put in an upright position while they attempted to find something containing sugar for the driver to consume. Just as EMS personnel arrived, a chocolate bar was found in the vehicle. From there EMS personnel took over giving the driver the chocolate bar.

Dpt. Vincent, arrived on scene as the patient was being transported to the hospital by EMS. As soon as Dpt. Vincent arrived on scene, he then had to go back to the west side of the county due to a fatal car accident.

The driver of the blue Subaru was transported to Washington County Hospital where he made a complete recovery. It was later determined the drivers glucose levels were reading low for hours and the beer can was a non-alcoholic beer. We want to thank Dpt. Mathis for remaining on duty after shift and responding to this call. Without Dpt. Mathis responding who knows how long the driver would have gone without medical attention and what the outcome may have been.

- Traffic stop on January 31st resulted in 100 pounds of methamphetamine being located.
- We are still in the process of implementing a tow vehicle fee.

245 N. Kaskaskia St. Nashville, Illinois 62263
618-327-8274 (Office) * 618-327-8275 (Fax)

www.wcso-il.com

(1A)

MISSING

PLEASE HELP US!

BRITTANY MOESER



AGE: 37 Years Old
HEIGHT: 5 Feet, 7 Inches
WEIGHT: 128 Pounds
HAIR: Light Red

Last Seen
April 13, 2024

WEARING: Possibly wearing Black Athletic Pants, Black Sneakers, and an Oversize T-Shirt

REWARD: \$5000

Reward for the whereabouts and recovery of Brittany Moeser

Contact Detective Styninger at
618-327-8274 ext 4 or BringBritHome@gmail.com

Anonymous tip line 618 327-4700 Ext. 105

(2A)



WASHINGTON COUNTY SHERIFF'S OFFICE



ROSS SCHULTZE

SHERIFF

For Immediate Release

January 17, 2025

ILLINOIS SHERIFFS' ASSOCIATION ANNOUNCES SCHOLARSHIPS

The Illinois Sheriffs' Association announces that it will be awarding over \$58,000 in college scholarships throughout the State of Illinois to students wishing to pursue higher education during the 2025-2026 academic year. The scholarships are to be applied to tuition, books, and fees only. The student must be enrolled full-time at a certified institution of higher learning within the State of Illinois, full-time. Online learning at an Illinois-based school is also acceptable.

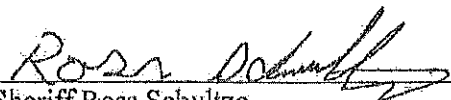
Sheriff Schultze, Washington County, will be awarding one scholarship in the amount of \$500.00

There will be no restriction on any applicant by reason of race, age, creed, color, sex or national origin. The only limitations are as follows:

- Applicants must be permanent Illinois residents
- Scholarships must be utilized at institutions of higher learning within the State of Illinois, including those offering online learning
- Students must be enrolled as a full-time student during the 2025-2026 school year (excluding summer session).

Applications are now available at your local Sheriff's office or on the ISA Website <https://www.ilsheriff.org/youth-2/>. Students must complete the application, answer the essay question, and return all documentation to the Sheriff's office in their permanent county of residence by March 14, 2025 (must be postmarked by this date). A directory of Sheriffs offices is available on the ISA website at <https://www.ilsheriff.org/sheriffs-directory/>. For more information, please contact your local Sheriff's office, Illinois Sheriffs' Association, high-school advising center, or college financial aid office.

Thank you,



 Sheriff Ross Schultze



Washington County
Emergency Ambulance and Rescue Service
18046 Enterprise Avenue, Nashville, IL

Phone: (618) 327-3075

Fax: (618) 327-7281

Monthly Report

Receipts/Billing

January Gross Charges \$ 113,855.41 – **5yr Average** = \$ 110,296.60

January Income from Fees \$ 68,142.18 – **5yr Average** = \$ 60,354.18

Total Expenses

January Bills	\$ 20,546.04
January Salaries	\$ 139,282.66

Total Calls for FY 2025 **5yr Average**

December 2024:	182	-	165
January 2025:	206	-	162
February 2025:		-	
March 2025:		-	
April 2025:		-	
May 2025:		-	
June 2025:		-	
July 2025:		-	
August 2025:		-	
September 2025:		-	
October 2025:		-	
November 2025:		-	

2025 Totals: 388

4

12 MONTH DATE OF SERVICE ANALYSIS

Primary Payer Mix
6-12 Month Mature Average

Primary Payer	% of Trips
Medicare	41%
Medicare Advantage	22%
Insurance	13%
Medicaid	13%
Medicaid MCO	0%
Patient	7%
Facility	1%
Other Govt. Payers	1%
TPL	2%

Net Collection Percentages
6-12 Month Mature Average

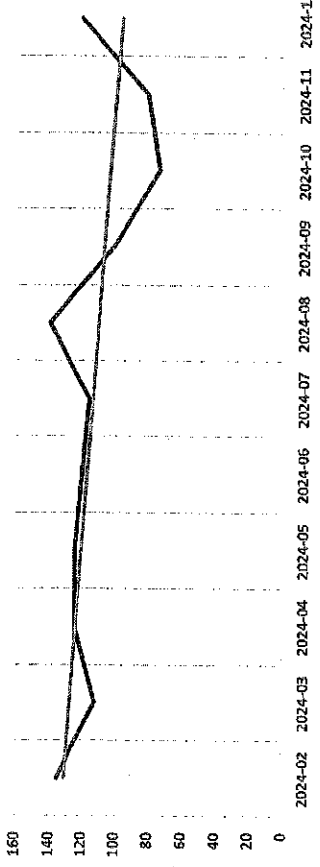
Primary Payer	Coll %
Medicare	71%
Medicare Advantage	89%
Insurance	81%
Medicaid	94%
Medicaid MCO	0%
Patient	7%
Facility	55%
Other Govt. Payers	73%
TPL	85%

Cash Per Trip
6-12 Month Mature Average

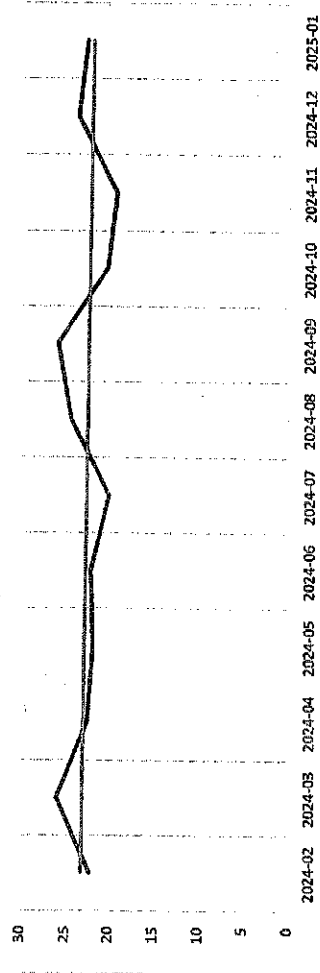
Primary Payer	CPT
Medicare	\$ 548.36
Medicare Advantage	\$ 675.86
Insurance	\$ 1,029.59
Medicaid	\$ 557.08
Medicaid MCO	\$ -
Patient	\$ 78.43
Facility	\$ 318.49
Other Govt. Payers	\$ 868.49
TPL	\$ 919.22

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 %
2024-02	135	159,617.04	49,654.34	109,962.70	117.99	90,822.81	14,285.33	10.00	4,746.57	1,182.35	814.54	672.69	82.6%
2024-03	112	141,625.00	43,522.76	98,102.24	257.07	79,360.40	16,284.43	179.77	380.11	1,264.51	875.91	706.97	80.7%
2024-04	124	148,123.00	46,259.90	101,863.10	323.79	81,118.08	15,032.81	4,799.00	4,187.42	1,194.54	821.48	663.86	80.8%
2024-05	124	144,968.00	49,531.01	95,436.99	9.01	85,292.78	9,427.27	751.42	1,459.35	1,169.10	769.65	681.79	88.0%
2024-06	120	139,835.00	35,554.37	104,280.63	-	69,473.86	16,599.57	25.00	18,232.20	1,165.29	869.01	578.74	66.6%
2024-07	116	130,801.00	21,185.84	109,615.16	0.02	44,754.93	13,107.21	991.00	52,744.00	1,127.59	944.96	377.28	39.9%
2024-08	140	169,506.00	35,058.13	134,447.87	-	74,416.29	13,317.48	165.98	46,880.08	1,210.76	960.34	530.36	55.2%
2024-09	101	125,289.96	33,866.82	91,423.14	(3.56)	57,368.83	9,176.78	-	24,881.09	1,240.49	905.18	566.01	62.8%
2024-10	74	86,706.00	19,678.82	67,027.18	-	42,682.69	-	-	24,344.49	1,171.70	905.77	576.79	63.7%
2024-11	81	92,108.00	23,887.17	68,220.83	-	42,312.50	150.00	-	25,758.33	1,137.14	842.23	522.38	62.0%
2024-12	121	148,780.81	29,699.29	119,081.52	-	51,957.82	-	-	67,123.70	1,229.59	984.14	429.40	43.6%
2025-01	89	107,012.00	1,733.31	105,278.69	-	2,814.43	-	-	102,464.26	1,202.38	1,182.91	31.62	2.7%
Totals	1,337	1,594,371.81	389,631.76	1,204,740.05	704.32	728,375.42	109,380.88	6,922.17	373,201.60	1,192.50	901.88	539.61	59.9%

Trip Count Trend - Excluding Current Month



Average Loaded Miles



COUNTY OF WASHINGTON, ILLINOIS

ORDINANCE NO. 2025-29

AN ORDINANCE AMENDING THE
REVISED CODE OF ORDINANCES
OF THE
COUNTY OF WASHINGTON, ILLINOIS

ADOPTED BY THE
COUNTY BOARD
OF THE
COUNTY OF WASHINGTON, ILLINOIS

THIS 11 TH DAY OF Feb., 2025

ORDINANCE NO. 2025- 29

AN ORDINANCE AMENDING THE AMBULANCE SERVICE FEES AND RATES TO BE CHARGED

WHEREAS, the Washington County Board has previously passed an ordinance concerning the Washington County Ambulance Service, which is codified at Section 30-2-1 of the Revised Code of Ordinances of Washington County; and

WHEREAS, the Washington County Board now wishes to amend said Ordinance by revising the Ambulance Service fees and rates to be charged.

NOW THEREFORE, BE IT ORDAINED by the County Board for the County of Washington, Illinois, that:

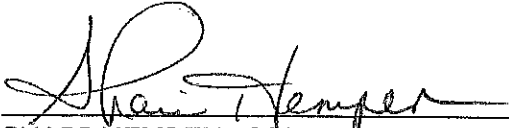
Section I. Amendment. The attached Exhibit B shall amend and replace the current Exhibit B to Section 30-2-1 of "**The Revised Code of Ordinances**" of County of Washington, Illinois."

Section II. Severability of Provisions. Each section, paragraph, sentence, clause and provision of this Ordinance is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Ordinance, nor any part thereof, other than that part affected by such decision.

Section III. Conflicting Ordinances. Any conflicting ordinances, code provisions or pertinent portions thereof in effect at the time this ordinance takes effect are hereby repealed.

Section IV. Effective. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed this 11th day of February, 2025, by the County Board of the County of Washington, Illinois, and deposited and filed in the office of the County Clerk in said County on that date.


SHARI HEMPEN, COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

NAME	AYE	NAY	ABSTAIN	ABSENT	CONFLICT OF INTEREST
Doug Benning				X	
Eric Brammeier	X				
Dan Bronke	X				
Alan Hohlt	X				
Dave Ibendahl	X				
Dave Karg				X	
Brian Klingenberg				X	
Daniel Luna-Fuller				X	
Eric Malick	X				
Dennis Shemonic	X				
Rodney Small	X				
Paul Todd	X				
Larry Unverfehrt	X				
Kurt Elssesser	X				
David Meyer	X				

Signed by the Chairman of the County Board of Washington County, Illinois,
 this 11th day of February, 2025.

David A. Meyer
 DAVID MEYER, CHAIRMAN
 WASHINGTON COUNTY, ILLINOIS

ATTEST:

Shari Hempen
 SHARI HEMPEN, COUNTY CLERK
 WASHINGTON COUNTY, ILLINOIS

(SEAL)



COUNTY CLERK'S CERTIFICATE

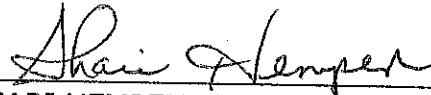
STATE OF ILLINOIS)

COUNTY OF WASHINGTON)

ss. COUNTY CLERK'S OFFICE

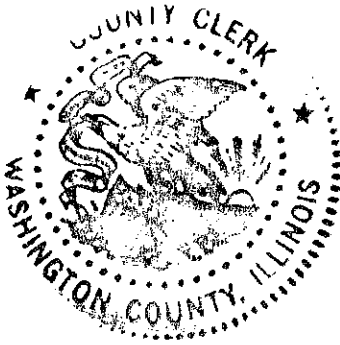
I, Shari Hempen, County Clerk of the County of Washington, do hereby certify that the following Ordinance of the County of Washington, Illinois, was duly passed by the County Board of the County of Washington, Illinois, signed by the Chairman, and that this ordinance is a true and perfect copy of the ordinance, as passed, approved, and now of record and on file in my office as provided by law.

In witness whereof, I have set and affixed the Corporate Seal of the County of Washington, Illinois, this 11th day of February, 2025.



SHARI HEMPEN, COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

(SEAL)



Public Safety
 EXIBIT "B"
 (Section 30-2-1(C))

ALS 2 County	\$1,039.00
ALS 2 Non-County	\$1,335.00
Air TNT County	\$753.00
Air TNT Non-County	\$1,054.00
ALS 1 E County	\$897.00
ALS 1 E Non-County	\$1,073.00
ALS 1 Non E County	\$770.00
ALS 1 Non E Non-County	\$906.00
BLS E County	\$748.00
BLS E Non-County	\$957.00
BLS Non E County	\$656.00
BLS Non E Non-County	\$808.00
DOA Transport	\$474.00
Friendship Manor Mileage	\$8.00
Friendship Manor	\$474.00
Medical Examiner Mileage	\$1.00
Medical Examiner	\$150.00
Mileage	\$22.00
Patient Mileage	\$22.00
QRV	\$150.00
QRV Mileage	\$1.00
Speciality Care County	\$1,187.00
Speciality Care Non-County	\$1,485.00
Treatment, No Transport	\$100.00 *

Any treatment or transport of an individual in the custody of the Washington County Jail shall be billed at the State of Illinois Department of Healthcare Family Services rate in effect at the time of the subject treatment or transport

* Only assessed on the third and subsequent treatments without transport ; this is not assessed on the first two treatments without transport

(Ord. No. 2023-15; 08-08-23)

Account Number	Description	Beg Balance	Receipts	Disbursements	End Balance
	GENERAL FUND CHECKING	1,380,624.98	544,356.46	635,523.30	1,289,458.14
	TOTAL FUNDS:GENERAL FUND	1,380,624.98	544,356.46	635,523.30	1,289,458.14
	GENERAL FUND INVESTMENTS	106,704.61	856.26	0.00	107,560.87
	VETERANS ASSISTANCE BALANCE	22,058.40	34.00	0.00	22,092.43
	DRUG ENF TASK FORCE BALANCE	409.79	0.00	0.00	409.79
	HEALTH DEPARTMENT BALANCE	611,130.13	21,125.27	46,440.51	585,814.89
	WASH CO. EMERG SERVICE BALAN	886,773.45	63,309.03	126,386.91	823,695.57
	IMRF & SOCIAL SECURITY BALAN	2,936,841.95	127,051.69	134,292.61	2,929,601.03
	RECORDER'S AUTOMATION BALANC	20,411.85	1,421.04	0.00	21,832.89
	COUNTY COURT FUND BALANCE	180,388.57	1,430.61	0.00	181,819.18
	AUTOMATION BALANCE	152,451.40	1,549.43	0.00	154,000.83
	LAW LIBRARY BALANCE	9,831.11	405.30	0.00	10,236.41
	CHILD SUPPORT BALANCE	143,904.88	4.47	0.00	143,909.35
	PROBATION BALANCE	243,729.35	562.58	0.00	244,291.93
	L. DUECKER BALANCE	1,913.81	0.00	0.00	1,913.81
	DUI EQUIPMENT BALANCE	16,675.01	0.53	0.00	16,675.54
	EMINENT DOMAIN BALANCE	0.00	0.00	0.00	0.00
	SHERIFF'S DRUG BALANCE	100,377.45	1,432.42	788.95	101,020.92
	TAX SALE AUTOMATION BALANCE	37,997.18	721.30	686.00	38,032.48
	INDEMNITY BALANCE	99,637.63	3,001.78	0.00	102,639.41
	INHERITANCE BALANCE	0.00	0.00	0.00	0.00
	UNKNOWN HEIRS BALANCE	0.00	0.00	0.00	0.00
	COUNTY HIGHWAY BALANCE	1,971,172.00	0.00	0.00	1,971,172.00
	COUNTY BRIDGE BALANCE	1,233,234.71	15,115.54	117,859.64	1,868,427.90
	MATCHING FUNDS BALANCE	1,456,294.78	4,580.62	26,153.08	1,211,662.25
	COUNTY MOTOR FUEL TAX BALANC	2,442,330.05	7,906.76	590.33	1,463,611.21
	ROAD DIST MOTOR FUEL BALANCE	3,116,218.07	42,594.56	1,664.43	2,483,260.18
	TOWNSHIP BRIDGE BALANCE	150,450.07	126,092.26	32,865.70	3,209,444.63
	WASH. COUNTY TORT LIABILITY	1,152,010.15	3.84	0.00	150,453.91
	SOLID WASTE PROGRAM	679.55	9,945.64	0.00	1,161,955.79
	STATES ATTORNEY DRUG PREVENT	42,559.82	0.00	0.00	679.55
	SECURITY FEES FUND	37,551.07	234.48	0.00	42,794.30
	SALE IN ERROR FUND	129,942.54	2,874.40	37,551.07	2,874.40
	DOCUMENT STORAGE FUND	347,229.82	4,315.26	0.00	134,257.80
	RECORDERS SPECIAL FUND	19,205.98	1,523.96	0.00	348,753.78
	G. I. S. MAPPING FUND	94,842.66	177.00	0.00	19,382.98
	CLERK OPERATIONS ADD-ONS	70,581.62	3,542.41	0.00	98,385.07
	POLICE VEHICLE FUND	3,817.55	393.22	139.99	70,834.85
	WASH CO PET POPULATION	2,772.89	0.13	0.00	3,817.68
	CONTROL FUND	0.00	370.00	0.00	3,142.89
	PRARIE STATE REVENUE FUND	6,024,257.83	34,363.01	0.00	6,058,620.84
	DOG AND CAT WELFARE FUND	47,424.35	1,135.00	78.00	48,481.35
	CORONERS FUND	4,447.78	300.00	0.00	4,747.78
	GENERAL OBLIGATIONS BONDS 2010	0.00	0.00	0.00	0.00
	ELECTRONIC CITATION FUND	9,559.02	66.30	0.00	9,625.32
	DEBT SERVICE FUND	51,516.07	10,514.06	371.00	61,659.13
	STATE'S ATTORNEY AUTOMATION	21,763.70	127.50	0.00	21,891.20
	CO CLERK DOCUMENT STORAGE	35,900.00	531.00	0.00	36,431.00

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BUDGETARY STATUS REPORT

Fund 001 COUNTY GENERAL FUND
Department

WASHINGTON COUNTY
Period Ending Date: January 31, 2025

Account Number Account Name	Previous Actual	Current Year Appropriated Budget	Current Year Total Amended Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
Fund 001 COUNTY GENERAL FUND							
Fiscal Year 2025							
Department 00							
Revenues							
00-401.00 COUNTY PROPERTY TAXES	2,668,203.64	2,778,488.00	2,778,488.00	87,936.73	87,936.73	2,690,551.27	3.16%
00-402.00 COUNTY PROPERTY TAXES PRIOR	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%
00-403.00 INTEREST ON PROPERTY TAXES	45,520.92	0.00	0.00	50,865.02	50,865.02	-50,865.02	100.00%
00-404.00 MOBILE HOME TAX	737.09	0.00	0.00	808.56	808.56	-808.56	100.00%
00-404.01 INTEREST ON MOBILE HOME TAX	1,900.58	0.00	0.00	1,577.30	1,577.30	-1,577.30	100.00%
00-405.00 SALES TAX/USE TAX	992,425.51	999,000.00	999,000.00	87,788.43	170,529.43	828,470.57	17.07%
00-411.00 STATE INCOME TAX	1,064,130.95	1,085,000.00	1,085,000.00	114,230.88	168,976.57	916,023.43	15.57%
00-412.00 REPLACEMENT TAX	375,889.95	303,770.00	303,770.00	42,475.51	42,475.51	261,294.49	13.99%
00-413.00 CORONER GRANT	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%
00-413.02 HAZARD MITIGATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-413.99 GRANT INCOME: COVID RELIEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-414.00 PLAT BOOK SALES	8,222.08	0.00	0.00	180.00	240.00	-240.00	100.00%
00-415.00 ASSESSORS SALARY REIMBURSE	19,657.42	31,975.00	31,975.00	0.00	0.00	31,975.00	0.00%
00-415.01 COUNTY BOARD REIMBURSEMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-416.00 STATES ATTY REIMBURSEMENTS	139,211.58	128,080.00	128,080.00	12,050.14	24,100.28	103,979.72	18.82%
00-416.01 STATES ATTY GRANT ADVOCATE	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%

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
PREVIOUS FUND BALANCE: (January 31, 2024)	\$256,554.72	
January 2025 2024 ACTIVITY and Previous		
<u>INCOME AND EXPENSES</u>		
Johannes Construction Inc.		\$ 147,118.69
		\$ 96,226.45
Bradford National bank – Interest	561.31	
Bradford National bank – Interest	153.15	
CURRENT FUND BALANCE:	\$ 14,303.04*	

COUNTY COLLECTOR'S REPORT
 OF 2023 REAL ESTATE TAXES COLLECTED IN 2024
 WASHINGTON COUNTY, STATE OF ILLINOIS

2023 TAXES DUE

Total Amount of 2023 Real Estate Taxes Extended:	\$29,068,080.32
<u>Total Amount of Railroad Taxes Extended:</u>	<u>+ 1,340,766.60</u>
ORIGINAL AMOUNT OF 2023 TAXES DUE:	=\$ 30,408,846.92
- Certificate of Errors/Cancellations	- 31,227.24
+ Supplements (Add'l tax due from corrections)	+ 825.48
- Abatements/Refunds	- 0.00
<u>+ Misc. Adjustments to taxing bodies for Current year taxes</u>	<u>+ 6,517.52</u>
ADJUSTED AMOUNT DUE:	\$30,384,962.68
+ Prior Year Real Estate Tax	+ 214.72
<u>+ Prior Year Misc. Adjustments</u>	<u>+ 4,170.86</u>
2023 TOTAL AMOUNT DUE:	\$30,389,348.26

2023 TAXES PAID

Real Estate	\$29,024,009.94
+ Railroads	+ 1,340,766.60
+ Misc. Adjustments	+ 6,517.52
+ Prior Year Real Estate Tax	+ 214.72
+ Prior Year Misc. Adjustments	+ 4,170.86
<u>+ Abatements/Refunds</u>	<u>+ 0.00</u>
TOTAL Collected for distribution:	=\$30,375,679.64***
+ County Trustee	+ 13,348.74
<u>+ Forfeited Tax/Bankruptcies</u>	<u>+ 319.88</u>
2023 TOTAL TAXES PAID:	\$30,389,348.26

COLLECTOR'S REPORT 2023 PAY 2024 PG.2

DISTRIBUTION OF TAXES

To County:

COUNTY CORPORATE	\$2,671,547.34
COUNTY HIGHWAY	380,677.43
ILLINOIS MUNICIPAL RETIREMENT FUND	404,654.07
AMBULANCE	349,683.33
MATCHING FUND	197,158.90
HEALTH DEPARTMENT	141,877.47
SOCIAL SECURITY	302,721.25
BRIDGES	96,922.48
LIABILITY INSURANCE	299,722.94
VETERAN'S ASSISTANCE	1,025.73
REVENUE RECAPTURE	<u>5,518.26</u>
	\$4,851,509.20

To Townships:

ASHLEY TOWNSHIP	\$ 138,874.87
BEAUCOUP TOWNSHIP	183,343.32
BOLO TOWNSHIP	144,257.41
COVINGTON TOWNSHIP	144,352.49
DUBOIS TOWNSHIP	141,844.16
HOYLETON TOWNSHIP	138,935.14
IRVINGTON TOWNSHIP	304,468.29
JOHANNISBURG TOWNSHIP	82,850.37
LIVELY GROVE TOWNSHIP	813,578.29
NASHVILLE TOWNSHIP	324,494.37
OAKDALE TOWNSHIP	105,861.04
OKAWVILLE TOWNSHIP	173,168.00
PILOT KNOB TOWNSHIP	133,289.28
PLUM HILL TOWNSHIP	114,708.08
RICHVIEW TOWNSHIP	71,618.03
VENEDY TOWNSHIP	<u>72,993.69</u>
	\$3,088,636.83

COLLECTOR'S REPORT 2023 PAY 2024 PG.3

To Multi Township Assessor Districts:

DISTRICT #1	\$ 16,430.26
DISTRICT #2	10,019.05
DISTRICT #3	22,739.33
DISTRICT #4	13,703.93
DISTRICT #5	<u>17,442.03</u>
	\$ 80,334.60

To Cities & Villages:

VILLAGE OF ADDIEVILLE	\$ 25,586.48
CITY OF ASHLEY	56,434.75
CITY OF CENTRALIA	1,942.28
VILLAGE OF DUBOIS	20,815.69
VILLAGE OF HOYLETON	35,261.07
VILLAGE OF IRVINGTON	39,192.27
CITY OF NASHVILLE	437,284.01
VILLAGE OF NEW MINDEN	3,432.68
VILLAGE OF OAKDALE	9,887.64
VILLAGE OF OKAWVILLE	142,353.77
VILLAGE OF RADOM	24,387.19
VILLAGE OF RICHVIEW	24,413.53
VILLAGE OF VENEDY	8,512.59
CITY OF WAMAC	<u>74,729.61</u>
	\$ 904,233.56

To Libraries:

ASHLEY LIBRARY	\$ 29,461.98
CENTRALIA LIBRARY	69,260.56
COULTERVILLE LIBRARY	47,990.02
MARISSA LIBRARY	22,614.22
NASHVILLE LIBRARY	<u>139,114.91</u>
	\$ 308,441.69

COLLECTOR'S REPORT 2023 PAY 2024 PG.4

To Fire Districts:

ADDIEVILLE FIRE	\$ 181,679.00
ASHLEY FIRE	101,508.26
CENTRALIA FIRE	36,625.84
COULTERVILLE FIRE	44,955.36
HOYLETON FIRE	117,589.39
IRVINGTON FIRE	54,443.68
MARISSA FIRE	173,064.79
NASHVILLE FIRE	548,596.34
OKAWVILLE FIRE	151,552.12
ST. LIBORY FIRE	94,961.96
TILDEN FIRE	12,978.81
	<hr/>
	\$1,517,955.55

To Grade School Districts:

OAKDALE GSD #1	\$ 441,230.18
IRVINGTON GSD #11	467,993.59
ASHLEY GSD #15	773,383.30
ST. LIBORY GSD #30	4,763.56
WILLOW GROVE GSD #46	5,636.97
NASHVILLE GSD #49	4,491,323.25
NASHVILLE GSD #49 BONDS	300,359.78
PINCKNEYVILLE GSD #50	25,696.77
CENTRALIA SD #135	167.80
NORTH WAMAC GSD #186	293,966.99
	<hr/>
	\$6,804,522.19

To Unit School Districts:

WEST WASHINGTON COUNTY USD #10	\$4,768,567.95
ST. CLAIR COUNTY USD #40 (MARISSA)	325,567.07
	<hr/>
	\$5,094,135.02

COLLECTOR'S REPORT 2023 PAY 2024 PG.5

To High School Districts:

FREEBURG HSD #77	\$ 2,829.86
NASHVILLE HSD #99	3,695,834.09
PINCKNEYVILLE HSD #101	1,592.31
CENTRALIA HSD #200	633,703.98
	<u>\$4,333,960.24</u>

To Community College Districts:

KASKASKIA COLLEGE #501	\$1,700,677.88
REND LAKE COLLEGE #521	431.08
<u>SOUTHWESTERN ILLINOIS COLLEGE #522</u>	<u>313,720.34</u>
	\$2,014,829.30

To Parks, Co-Op Extension, Community Mental Health, Hospitals, Sr. Services, TIF Districts:

MEMORIAL PARK	\$ 351,012.91
COOPERATIVE EXTENSION SERVICE	142,426.25
COMMUNITY MENTAL HEALTH	128,269.87
WASHINGTON COUNTY HOSPITAL	415,607.09
WASHINGTON CO. SENIOR SERVICES	79,928.74
ASHLEY TIF	72,004.52
OKAWVILLE TIF	187,794.46
<u>CENTRALIA TIF</u>	<u>77.62</u>
	\$1,377,121.46

\$30,375,679.64***

Other Distributions to Districts:

BANK INTEREST	\$ 990.38
In-House/Tax Sale Fees Distribution	
COUNTY CLERK FEES	\$ 284.00
INDEMNITY FEES FUND	1,420.00
TAX SALE AUTOMATION FEES FUND	710.00
SALE IN ERROR FUND	4,260.00
1 ½% INT. CHARGE/PUBLICATION COSTS DISTRIBUTED TO GENERAL FUND	50,777.73

WASHINGTON COUNTY BOARD
101 E. ST. LOUIS ST.
NASHVILLE, ILLINOIS 62263

February 4, 2025

Ms. Darlene Chapman
Discover Downstate Illinois Tourism
4387 N. Illinois St.
Suite 200
Swansea, IL 62226

Re: FY2026 Certification

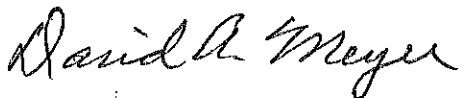
Dear Ms. Chapman:

The purpose of this letter is to indicate that Washington County will continue to recognize Discover Downstate Illinois Tourism as their state certified bureau for the fiscal year 2026.

As one of the certified Tourism Bureaus within the State of Illinois, we understand that Discover Downstate Illinois Tourism will provide promotional support through its FY2025 annual program for its service area, which includes Washington County.

We look forward to working with Discover Downstate Illinois Tourism to develop an effective marketing program for Washington and other counties in the region.

Respectfully,



David Meyer
Washington County Board

District #1

Eric Malick
Daniel Luna-Fuller
Rodney Small
Kurt Elsesser
Larry Unverfehrt

District #2

Daniel Bronke
Alan Hohlt
Dave Ibendahl
Brian Klingenberg
Dennis Shemonic

District #3

Douglas Bening
Eric Brammeier – Vice Chairman
David Meyer – Chairman
David Karg
Paul Todd

**INTERGOVERNMENTAL AGREEMENT
FOR COMMUNICATIONS EQUIPMENT INSTALLATION,
MAINTENANCE AND OPERATION**

THIS INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made and enter into on this 11 day of November, 2024, by and between the VILLAGE OF HOYLETON, an Illinois unit of local government (the "VILLAGE") and WASHINGTON COUNTY, an Illinois unit of local government (the "COUNTY"), in the County of Washington, State of Illinois, pursuant to and in accordance with the authority contained in Article VII, Section 10 of the Illinois Constitution of 1970 and the intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the VILLAGE OF HOYLETON and WASHINGTON COUNTY (sometimes collectively referred to herein as the "PARTIES") are both units of local government within the state of Illinois; and

WHEREAS, the COUNTY intends to purchase, install, and implement enhanced radio communications equipment and facilities to better serve the citizens of the COUNTY and of the VILLAGE; and

WHEREAS, some of said radio communications equipment and facilities are to be installed in elevated locations; and

WHEREAS, the VILLAGE owns certain property considered by the PARTIES to be desirable for the placement of certain communications equipment; and

WHEREAS, the PARTIES hereto agree that it is in the best interest of the citizens of the COUNTY and of the VILLAGE for the PARTIES to cooperate in the installation of certain communications equipment on property of the VILLAGE and to reduce to writing the agreements concerning same.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants representations and undertakings made and contained in this

(b) Operation. COUNTY shall have the right, at its sole cost and expense, to operate and maintain the contemplated radio equipment on the PREMISES in accordance with good engineering practices and with all applicable FCC rules and regulations. Any damage done to the PREMISES or other VILLAGE property during installation or during operations, shall be repaired at COUNTY's expense within 60 days after notification of damage, if feasible. All radio equipment installed pursuant to this AGREEMENT shall remain the exclusive property of the COUNTY.

(c) Maintenance Improvement Expense. All modifications to the PREMISES and all improvements made for COUNTY's benefit shall be at the COUNTY's expense and such improvements, including antenna, facilities, and equipment, shall be maintained in a good state of repair.

(d) No Interference. COUNTY shall, at its own expense, maintain any equipment on or attached to the PREMISES in a safe condition, in good repair so as not to conflict with the use of the surrounding premises by VILLAGE. COUNTY shall not unreasonably interfere with the previously existing operations of any entity using the structure and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by VILLAGE. VILLAGE shall not be held liable for damages for interruption on COUNTY's service when VILLAGE performs any water storage facility repair or maintenance.

(e) Access. COUNTY, at all times during this AGREEMENT, shall have access to the PREMISES in order to install, operate, and maintain the contemplated and necessary radio equipment. VILLAGE agrees to work with COUNTY to provide access as necessary.

5. Damage or Destruction. If the PREMISES are damaged or destroyed by fire, winds, flood or other natural or manmade causes, VILLAGE shall have the option to repair or replace the PREMISES at its sole expense, or to terminate this AGREEMENT effective on the date of such damage or destruction. In the event it elects to terminate the AGREEMENT, neither COUNTY nor VILLAGE shall have any further obligations hereunder.
6. Termination. This AGREEMENT may be terminated by either party upon sixty (60) days written notice to the other party. The terminating party shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be considered delivered upon receipt as evidenced by the return receipt.

Upon termination of this AGREEMENT, COUNTY shall have 60 days from the termination date to remove all antennas and related radio equipment from the PREMISES, repair the site and restore the PREMISES. In the event that

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first written above.

Village of Hoyleton

BY: [Signature]
PRINTED: Nois Schnitker
TITLE: Acting President

ATTEST:
BY: [Signature]
PRINTED: ROK BOORGEES
TITLE: VILLAGE TRUSTEE

DATE: 11-5-24

(SEAL)

Washington County

BY: [Signature]
David Meyer,
Washington County Board Chairman

ATTEST:
BY: [Signature]
Shari Hempen,
Washington County Clerk

DATE: February 12, 2025



**INTERGOVERNMENTAL AGREEMENT
FOR COMMUNICATIONS EQUIPMENT INSTALLATION,
MAINTENANCE AND OPERATION**

THIS INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made and enter into on this 30th day of September, 2024, by and between the **VILLAGE OF OKAWVILLE**, an Illinois unit of local government (the "VILLAGE") and **WASHINGTON COUNTY**, an Illinois unit of local government (the "COUNTY"), in the County of Washington, State of Illinois, pursuant to and in accordance with the authority contained in Article VII, Section 10 of the Illinois Constitution of 1970 and the intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the **VILLAGE OF OKAWVILLE** and **WASHINGTON COUNTY** (sometimes collectively referred to herein as the "PARTIES") are both units of local government within the state of Illinois; and

WHEREAS, the **COUNTY** intends to purchase, install, and implement enhanced radio communications equipment and facilities to better serve the citizens of the **COUNTY** and of the **VILLAGE**; and

WHEREAS, some of said radio communications equipment and facilities are to be installed in elevated locations; and

WHEREAS, the **VILLAGE** owns certain property considered by the **PARTIES** to be desirable for the placement of certain communications equipment; and

WHEREAS, the **PARTIES** hereto agree that it is in the best interest of the citizens of the **COUNTY** and of the **VILLAGE** for the **PARTIES** to cooperate in the installation of certain communications equipment on property of the **VILLAGE** and to reduce to writing the agreements concerning same.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants representations and undertakings made and contained in this

Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the VILLAGE hereby agree and covenant as follows:

1. Premises. VILLAGE hereby allows COUNTY possession of, access to, and the non-exclusive use of:

The top of the Okawville water tower structure located at 301 South Sparta Street in Okawville, IL, together with adequate, nominal space at or near the base of the tower for installation of a control panel and adequate associated utility services (the PREMISES).

2. Term. The term of this Intergovernmental Agreement (the AGREEMENT) shall be for ten (10) years commencing on the date of execution of this AGREEMENT, unless terminated earlier as provided herein.

This AGREEMENT shall automatically continue from year to year after the initial term unless written notice to terminate is given by either party to the other at least sixty (60) days before the beginning of the next lease year.

3. Governmental Approval Contingency. In the event that any application for any certificate, permit, license or other approval required by any federal, state, or local authority necessary for installation is rejected or any certificate, permit, license, or approval issued to COUNTY is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that COUNTY, in its sole discretion, will be unable to use the PREMISES for its intended purposes, COUNTY shall have the right to immediately terminate this AGREEMENT. Notice of COUNTY's exercise of its right to terminate shall be given to VILLAGE in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by VILLAGE as evidenced by the return receipt. Upon such termination, this AGREEMENT shall become null and void and the parties shall have no further obligations to each other hereunder. VILLAGE shall cooperate with COUNTY in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the PREMISES with respect to the COUNTY's proposed use thereof.

4. Intended Use.

(a) Purposes. COUNTY shall use the PREMISES only for the purpose of installing, maintaining, and operating radio antennas and ancillary equipment to support same. This use shall be non-exclusive, and VILLAGE specifically reserves the right to allow the PREMISES to be used by other parties and to make additions, deletions, or modifications to its own facilities on the PREMISES.

(b) Operation. COUNTY shall have the right, at its sole cost and expense, to operate and maintain the contemplated radio equipment on the PREMISES in accordance with good engineering practices and with all applicable FCC rules and regulations. Any damage done to the PREMISES or other VILLAGE property during installation or during operations, shall be repaired at COUNTY's expense within 60 days after notification of damage, if feasible. All radio equipment installed pursuant to this AGREEMENT shall remain the exclusive property of the COUNTY.

(c) Maintenance Improvement Expense. All modifications to the PREMISES and all improvements made for COUNTY's benefit shall be at the COUNTY's expense and such improvements, including antenna, facilities, and equipment, shall be maintained in a good state of repair.

(d) No Interference. COUNTY shall, at its own expense, maintain any equipment on or attached to the PREMISES in a safe condition, in good repair so as not to conflict with the use of the surrounding premises by VILLAGE. COUNTY shall not unreasonably interfere with the previously existing operations of any entity using the structure and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by VILLAGE. VILLAGE shall not be held liable for damages for interruption on COUNTY's service when VILLAGE performs any water storage facility repair or maintenance.

(e) Access. COUNTY, at all times during this AGREEMENT, shall have access to the PREMISES in order to install, operate, and maintain the contemplated and necessary radio equipment. VILLAGE agrees to work with COUNTY to provide access as necessary.

5. Damage or Destruction. If the PREMISES are damaged or destroyed by fire, winds, flood or other natural or manmade causes, VILLAGE shall have the option to repair or replace the PREMISES at its sole expense, or to terminate this AGREEMENT effective on the date of such damage or destruction. In the event it elects to terminate the AGREEMENT, neither COUNTY nor VILLAGE shall have any further obligations hereunder.
6. Termination. This AGREEMENT may be terminated by either party upon sixty (60) days written notice to the other party. The terminating party shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be considered delivered upon receipt as evidenced by the return receipt.

Upon termination of this AGREEMENT, COUNTY shall have 60 days from the termination date to remove all antennas and related radio equipment from the PREMISES, repair the site and restore the PREMISES. In the event that

any of said equipment owned by the COUNTY is not removed to the reasonable satisfaction of the VILLAGE, said equipment shall be deemed abandoned and become the property of the VILLAGE, and COUNTY shall have no further rights thereto.

7. Miscellaneous Provisions:

(a) VILLAGE warrants that it has full right, power, and authority to execute this agreement. VILLAGE covenants that COUNTY shall and may peacefully and quietly have, hold, and occupy the PREMISES.

(b) COUNTY's obligations hereunder shall be contingent upon COUNTY's ability to use the PREMISES for the purpose described herein, including but not limited to receipt of all necessary easements, authorizations, permits, zoning approvals, and regulatory approvals.

(c) COUNTY shall obtain all necessary governmental and regulatory approvals required for its occupation and use of the PREMISES, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. The VILLAGE shall cooperate with the COUNTY in obtaining such approvals.

(d) The provisions of this AGREEMENT shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

(e) This AGREEMENT contains the entire agreement of the PARTIES with respect to any matter mentioned herein and supersedes any prior oral or written agreements.

(f) This AGREEMENT may be amended in writing only, signed by the parties in interest at the time of such amendment.

(g) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof.

(h) If any term or provision of this AGREEMENT is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this AGREEMENT, and the remaining provisions shall be enforceable in accordance with their terms.

(i) This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first written above.

Village of Okawville

BY: David Jasper

PRINTED: David Jasper

TITLE: Village President

ATTEST:

BY: Dawn Meyer

PRINTED: Dawn Meyer

TITLE: Clerk

DATE: 9/3/24

(SEAL)

Washington County

BY: David A. Meyer

David Meyer,
Washington County Board Chairman

ATTEST:

BY: Shari Hempen

Shari Hempen,
Washington County Clerk

DATE: October 8, 2024



**AGREEMENT FOR COMMUNICATIONS
EQUIPMENT INSTALLATION, MAINTENANCE
AND OPERATION**

THIS AGREEMENT (the "AGREEMENT") is made and entered into on this 11 day of February, 2024, by and between PRAIRIE STATE GENERATING COMPANY, LLC ("PRAIRIE STATE") and WASHINGTON COUNTY, an Illinois unit of local government (the "COUNTY"), in the County of Washington, State of Illinois.

WITNESSETH:

WHEREAS, the PRAIRIE STATE and WASHINGTON COUNTY (sometimes collectively referred to herein as the "PARTIES") both operate within the geographical boundaries of Washington County, in the state of Illinois; and

WHEREAS, the COUNTY intends to purchase, install, and implement enhanced radio communications equipment and facilities to better serve those people who live and work within Washington County, including those who work at and travel to PRAIRIE STATE; and

WHEREAS, some of said radio communications equipment and facilities are to be installed in elevated locations; and

WHEREAS, PRAIRIE STATE owns certain property considered by the PARTIES to be desirable for the placement of certain communications equipment; and

WHEREAS, the PARTIES hereto agree that it is in the best interest of the citizens of the COUNTY and of those who work within and travel to Washington County for the PARTIES to cooperate in the installation of certain communications equipment on property of PRAIRIE STATE and to reduce to writing the agreements concerning same.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and PRAIRIE STATE hereby agree and covenant as follows:

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1. **Premises.** PRAIRIE STATE hereby allows COUNTY access to, and the non-exclusive use of:

The top of the _____ structure located at 8955 County Road 12, Venedy, IL, together with adequate, nominal space at or near the base of the _____ for installation of a control panel and adequate associated utility services (the "PREMISES").

2. **Insurance.** COUNTY confirms it has provided a certificate of insurance evidencing a suitable amount of General Liability and Auto Liability insurance to satisfy claims for any and all incidents that occur due to activities performed for the intended purpose of this AGREEMENT either during or after performance of the activities. COUNTY agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of itself.
3. **Safety.** COUNTY shall maintain at all times all necessary safeguards for the protection of its employees and its subcontractors related to the activities performed for the intended purpose of this AGREEMENT. COUNTY shall be responsible for the safety of its employees and subcontractors from hazards or dangers related to the activities performed for the intended purpose of this AGREEMENT.
4. **Release.** COUNTY, and anyone claiming on COUNTY's behalf, releases and forever discharges PRAIRIE STATE and its affiliates, successors, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which COUNTY has or ever had or may in the future have against PRAIRIE STATE or any of the Released Parties arising out of or relating to the activities performed for the intended purpose of this AGREEMENT.
5. **Term.** The term of this AGREEMENT shall be for ten (10) years commencing on the date of execution of this AGREEMENT ("Initial Term"), unless terminated earlier as provided herein.

This AGREEMENT shall automatically continue from year to year after the Initial Term unless written notice to terminate is given by either party to the other at least sixty (60) days prior to the termination of the Initial Term or the termination of any subsequent annual term and in accordance with Section 6 below. Termination of this AGREEMENT at any time by either party in accordance with Section 9 hereof shall take precedence over this Section 5.

~~This AGREEMENT shall automatically continue from year to year after the Initial Term unless written notice to terminate is given by either party to the other at least sixty (60) days prior to the Initial Term or a prior to the beginning of the next lease year and in accordance with Section 6 below.~~

6. **Governmental Approval Contingency.** In the event that any application for any certificate, permit, license or other approval required by any federal, state, or local authority necessary for installation is rejected or any certificate, permit, license, or approval issued to COUNTY is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that COUNTY, in its sole discretion, will be unable to use the PREMISES for its intended purposes, COUNTY shall have the right to immediately terminate this AGREEMENT. Notice of COUNTY's exercise of its right to terminate shall be given to PRAIRIE STATE in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by PRAIRIE STATE as evidenced by the return receipt. Upon such termination, this AGREEMENT shall become null and void and the parties shall have no further obligations to each other hereunder. PRAIRIE STATE shall cooperate with COUNTY in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the PREMISES with respect to the COUNTY's proposed use thereof.

7. **Intended Use.**

(a) **Purposes.** COUNTY shall use the PREMISES only for the purpose of installing, maintaining, and operating radio antennas and ancillary equipment ("EQUIPMENT") to support same. This use shall be non-exclusive, and PRAIRIE STATE specifically reserves the right to allow the PREMISES to be used by other parties and to make additions, deletions, or modifications to its own facilities on the PREMISES.

(b) **Operation.** COUNTY shall have the right, at its sole cost and expense, to operate and maintain the contemplated EQUIPMENT on the PREMISES in accordance with good engineering practices and with all applicable FCC rules and regulations. Any damage caused by COUNTY to the PREMISES or other PRAIRIE STATE owned property either during EQUIPMENT installation or operations, shall be completely and satisfactorily repaired exclusively at COUNTY's expense within sixty (60) days after being notified of said damage, if feasible. All EQUIPMENT installed pursuant to this AGREEMENT shall remain the exclusive property of the COUNTY.

(c) **Maintenance Improvement Expense.** All modifications to the PREMISES and all improvements made for COUNTY's benefit shall be exclusively at the COUNTY's expense and such improvements, including EQUIPMENT, shall be maintained in a good state of repair.

(d) **No Interference.** COUNTY shall, at its own expense, maintain EQUIPMENT on or attached to the PREMISES in a safe condition, in good repair so as not to conflict with the use of the surrounding premises by PRAIRIE STATE. COUNTY shall not unreasonably interfere with the previously existing operations of any entity using the structure and shall not interfere with the working use of the _____ facilities thereon or to be placed thereon by PRAIRIE STATE. PRAIRIE STATE shall not be held liable for damages for interruption on COUNTY's service when PRAIRIE STATE performs any _____ facility repair or maintenance.

(e) **Access.** COUNTY, at all times during this AGREEMENT, shall have access to

the PREMISES in order to install, operate, and maintain the contemplated and necessary EQUIPMENT. PRAIRIE STATE agrees to work with COUNTY to provide access, as necessary.

8. **Damage or Destruction.** If the PREMISES are damaged or destroyed by fire, winds, flood or other natural or manmade causes, PRAIRIE STATE shall have the option to repair or replace the PREMISES at its sole expense, or to terminate this AGREEMENT effective on the date of such damage or destruction. In the event it elects to terminate the AGREEMENT, neither COUNTY nor PRAIRIE STATE shall have any further obligations hereunder.
9. **Termination.** This AGREEMENT may be terminated by either party upon sixty (60) days written notice to the other party. The terminating party shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be considered delivered upon receipt as evidenced by the return receipt.

Upon Notice of Termination of this AGREEMENT, COUNTY shall have sixty (60) days from the termination date to remove all EQUIPMENT from the PREMISES, repair the site and restore the PREMISES. In the event that any EQUIPMENT owned by the COUNTY is not removed to the reasonable satisfaction of PRAIRIE STATE, said EQUIPMENT shall be deemed abandoned and become the property of PRAIRIE STATE, and COUNTY shall have no further rights thereto.

10. **Miscellaneous Provisions.**

- (a) PRAIRIE STATE warrants that it has full right, power, and authority to execute this agreement. PRAIRIE STATE covenants that COUNTY shall and may peacefully and quietly have, hold, and occupy the PREMISES without submission of monetary consideration.
- (b) COUNTY's obligations hereunder shall be contingent upon COUNTY's ability to use the PREMISES for the purpose described herein, including but not limited to receipt of all necessary easements, authorizations, permits, zoning approvals, and regulatory approvals.
- (c) COUNTY shall obtain all necessary governmental and regulatory approvals required for its occupation and use of the PREMISES, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. PRAIRIE STATE shall cooperate with the COUNTY in obtaining such approvals.
- (d) The provisions of this AGREEMENT shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.
- (e) This AGREEMENT contains the entire agreement of the PARTIES with respect to any matter mentioned herein and supersedes any prior oral or written agreements.
- (f) This AGREEMENT may be amended in writing only, signed by the parties

BY: _____

PRINTED: _____

TITLE: _____

DATE: _____

(SEAL)

Washington County

BY: David R. Meyer
David Meyer,
Washington County Board Chairman

ATTEST:

BY: _____

PRINTED: _____

TITLE: _____

ATTEST:
BY: Shari Hempen

Shari Hempen, Washington
County Clerk

DATE: Feb. 11, 2025



in interest at the time of such amendment.

(g) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof.

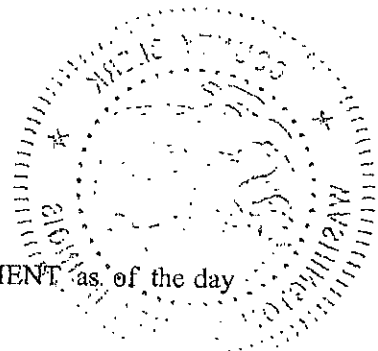
(h) If any term or provision of this AGREEMENT is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this AGREEMENT, and the remaining provisions shall be enforceable in accordance with their terms.

(i) This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

SIGNATURES TO THIS AGREEMENT ARE ON PAGE DIRECTLY BELOW.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day
and year first written above.

PRAIRIE STATE





Elevated Structure Agreement

THIS LEASE, entered into this 1st day of February 2025 by and between Wisper ISP, LLC., a Delaware Limited Liability Company, having its principal place of business at 9711 Fuesser Rd, Mascoutah, IL 62258 (hereinafter referred to as "Landlord"), and Washington County, Illinois, having their principal address at 101 East St Louis St. Nashville, IL 62263 (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS Tenant desires to erect and operate RF transmission antennas and connection supply devices on the Premises at the following current Landlord locations:

Premises Name	Address	Lat	Long
WSHNILAM	28281 Michigan Rd. Ashley IL 62808	38.323502	-89.173683

In accordance with the terms and conditions set forth herein; and

WHEREAS Landlord, in consideration of rental payments or other valuable consideration to be provided by Tenant, desires to Lease specific space on the Landlord's towers/buildings, (the "Premises") to Tenant for the placement of RF transmission antenna and related equipment, subject to compliance with all terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be performed by the parties hereto, it is agreed, by and between Landlord and Tenant as follows:

- Term.** The term of the Lease shall be three (3) years, commencing upon the execution date of this Lease agreement, as hereinafter defined ("Term" or "Initial Term"). Tenant shall have the right to extend the Term of this Lease Agreement for continuous three (3) year renewal terms ("Renewal Term") on the same terms and conditions as are set forth herein. The Term of this Lease shall automatically extend for each successive Renewal Term unless Tenant or Landlord shall notify the other in writing of an election not to extend the Term, at least 120 days prior to the expiration of the Initial Term or any Renewal Term, as the case may be. During any Term, Tenant shall be permitted to operate equipment using frequencies 450 MHz to 470 MHz and 15Ghz and any other frequency for which Tenant obtains a valid FCC license, subject to prior approval by Landlord that such frequencies will not interfere with Landlord's services.
- Premises, Permitted Use.** Landlord hereby leases the Premises to Tenant for the installation, operation and maintenance of RF transmission antennas and related communications equipment. Subject to prior approval by Landlord of Tenant's plans, which approval shall not be unreasonably withheld or denied, Tenant may mount as many RF transmission antennas and connection supply devices as needed on the Premises the Landlord owns. Tenant may run such cabling and other lines and equipment from the Premises into the designated areas on the plans where it shall have equipment not larger than eight (8) feet by eight (8) feet at the base and not taller than eight (8) feet in height. Tenant shall have the right to replace, repair, add or otherwise modify its equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any Plans during the Term. Landlord will provide access

CONNECTING COMMUNITIES

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Elevated Structure Agreement

to standard 110-volt electric power at no charge to Tenant. In the event there is insufficient utilities located on Landlord's Premises, Landlord agrees to grant Tenant or the local utility provider the right to install such utilities on, over and/or under the Landlord's premises necessary for Tenant to operate its facilities, provided the location of such utilities shall be as reasonably designated by Landlord.

3. Construction; Maintenance. During the Term, Landlord shall maintain in good and safe operating condition and repair the structural elements of the Premises. Tenant shall utilize existing concrete, brick, or steel supports on the Premises if available for Tenant's use, or, at Tenant's sole expense and in accordance with Tenant's plans, Tenant may install adequate support for Tenant's facilities on the side of substructures attached thereto. Tenant's facilities shall be installed so as to do no physical harm to the Premises and shall be of adequate strength to give reasonable and normal support. Said construction and Tenant's subsequent maintenance of its facilities shall be at Tenant's sole risk and cost and shall comply with all applicable laws and ordinances.
4. Access. Landlord and its agents shall have the right to enter and inspect the Premises at all times. Tenant shall be granted access to the Premises at all times for the purpose of examining, maintaining, or repairing Tenant's facilities. Access to the Premises by Tenant shall be permitted 24 hours per day, 365 days per year. Landlord shall provide to Tenant any keys, access codes or security cards required to access Tenant's facilities. For installation, inspection, scheduled maintenance, or other routine visits to the premises, Tenant shall provide at least 48 hours prior notice to Landlord. In the event an emergency maintenance or repair visit is required, Tenant shall attempt to notify Landlord prior to the visit, but will, in all cases, notify Landlord within 24 hours following such emergency visit to the Premises.
5. Rent. Landlord shall provide all tower and shelter space at no charge to Tenant. Tenant agrees to reimburse Landlord for any expenses incurred by Landlord for make-ready or any other expense resulting from Tenant's occupancy of the Premises.
6. Indemnity of Landlord. Tenant shall indemnify and hold harmless Landlord against and from any and all loss, costs, damages, and claims to the extent such damage arises from Tenant's negligence or wrongful acts or from any activity, work, or thing done, or permitted by the Tenant on the Premises, and shall further indemnify and hold harmless Landlord against and from any and all loss, costs, damages, and claims to the extent such damages arises from Tenant's negligence or wrongful acts arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or of its agents, contractors, servants, invitees, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred or paid in connection with any such claim or any action or proceeding brought against the Landlord by reason of Tenant's use of the Premises. Neither Landlord nor its agents shall be liable for any incidental or consequential damages or for any damage to property entrusted to employees of the Premises, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling pipes, appliances, or plumbing work therein, nor from the roof, street, or sub-surface, nor from any other place or resulting from dampness, nor from any other cause whatsoever, unless caused by or due to the gross negligence of Landlord, its agents, servants, or employees. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or of defects therein or in the fixtures or equipment.
7. Landlord Rights. The Landlord reserves the following rights: (a) to change the name of the Premises without notice or liability to

CONNECTING COMMUNITIES



Elevated Structure Agreement

Tenant; (b) to constantly to have access to the Premises; (c) to grant to anyone the exclusive right to conduct any particular business or undertaking in the structure; and (d) at any time, and from time to time, whether at the insistence of Landlord or pursuant to government requirements, at Landlord's expense, to decorate or make repairs, alterations, additions, or improvements, whether structural or otherwise, in or to the Premises or any part thereof, including the Premises. Landlord will not knowingly permit the installation of equipment on or within the Premises, which will interfere with the reception of signals by Tenant's antenna or operate within the same frequencies, as the Tenant and Tenant will take no action to interfere with other tenants at the Premises.

8. Damage or Destruction. If damage by fire or other casualty to the Premises cannot reasonably be expected to be repaired within forty-five (45) days following same or if such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, then Tenant may, at any time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to Landlord. There shall be no abatement of Rent by reason of any portion of the Premises being unusable for a period of thirty (30) days or less.
9. Defaults. The occurrence of any of the following shall constitute an event of default:
 - A failure by Tenant to pay Rent required to be made by Tenant hereunder, where such failure continues for ten (10) days after notice that such Rent was due.
 - A failure by Tenant to observe and perform any other material provision of this Lease to be observed or performed by Tenant, where such failure continues for twenty (20) days after written notice thereof by Landlord.
 - If an event of default shall occur, Landlord may, at any time thereafter, at Landlord's option, exercise any or all rights at law or in equity, which are permitted by Illinois State Law.
10. Additional Termination Right. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon Ninety (90) days prior written notice to Landlord.
11. Rules and Regulations. Tenant shall faithfully observe and strictly comply with the Rules and Regulations attached to this Lease and such other rules and regulations as Landlord may from time to time reasonably adopt.
12. Requirements by Law. Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders, regulations, and requirements of all public authorities and any fire underwriter's insurance rating agency or similar organization which may impose any violation, order or duty upon Landlord or Tenant with respect to use of the Premises.
13. Surrender of Premises. At the expiration of the Term hereof, Tenant will remove its antenna and other trade fixtures, excluding in-the-wall cabling, and repair any damage which may be caused to the Premises as a result of such removal, reasonable wear and tear excepted.
14. Liens. Tenant shall do all things necessary to prevent the filing of any mechanic's, material provider's, or other lien against the Premises or the interest of the Landlord by reason of any work, labor, services, or material performed or supplied or claimed to

CONNECTING COMMUNITIES



Elevated Structure Agreement

have been performed or supplied to Tenant, or anyone holding the Premises, or any part thereof, though or under Tenant. If any such lien shall at any time be filed, Tenant shall either cause the same to be immediately vacated and canceled of record. If Tenant in good faith determines that such lien should be contested, Tenant shall furnish such security, surety bond or otherwise, as may be necessary or be prescribed by law to release the same as a lien. If Tenant shall fail to vacate or release such lien, Landlord may, but shall not be obligated to, vacate, or release the same. Tenant shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this paragraph, including Landlord's costs and expenses and reasonable attorneys' fees incurred in connection therewith.

15. Insurance. Tenant shall obtain and keep in force during the Term of this Lease a Commercial General Liability policy of insurance against claims for bodily injury, personal injury, and property damage based upon, involving or arising out of the use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000 per occurrence. The limits of said insurance required by this Lease or as carried by Tenant shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. All insurance to be carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. Tenant shall provide to Landlord a current certificate evidencing the insurance coverage reference with Landlord as Additional Named Insured. Failure to maintain the referenced insurance coverage, including naming the Landlord as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
16. Waiver of Subrogation. Provided that, and for so long as the provisions of this paragraph do not result in the cancellation or invalidation of policies of fire and extended coverage or additional perils insurance covering the Premises, Landlord and Tenant agree to, and each does hereby, waive all rights of recovery and causes of action against the other and all parties claiming by, through or under either Landlord or Tenant for any damage or destruction of any property of either Landlord or Tenant caused by any of the perils embraced within the fire and extended coverage and additional perils insurance policies of Landlord and Tenant, or either, notwithstanding that said damage or destruction shall result from the negligence of any or all of the parties in whose favor this agreement operates.
17. Subordination. This Lease is and shall at all times, unless Landlord shall otherwise elect, be subject and subordinate to all covenants, restrictions, easements and encumbrances now or hereafter affecting the fee title to the Premises and to all ground and underlying leases and mortgages or financing of refinancing.
18. Attornment. Tenant agrees that, in the event of a sale, transfer, or assignment of the Landlord's interest in the Premises or any part thereof, including the Premises, Tenant will attorn to and recognize such transferee, purchaser, ground or underlying Landlord or mortgagee as Landlord under this lease.
19. Estoppel Certificate. Tenant shall, at any time and from time to time execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect and the dates to which the rental and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, which are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are in part.

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Elevated Structure Agreement

20. Interest on Past Due Obligations. If Tenant shall fail to pay Rent required to be paid hereunder after the same becomes due and payable in accordance with paragraph 10 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of the payment at the lesser of eighteen percent (18%) per annum, or such other rate as is the highest legal rate of interest in effect on the date said sum is due and payable hereunder which may be charged to Tenant in the state where the Premises is located.
21. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than that stipulated herein for Rent shall be deemed to be other than on account of the earliest stipulated Rent then due, nor shall any endorsement or statement on a check or letter accompanying any check or payment be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease, at law or in equity.
22. Attorney's Fees. In the event that either party should bring suit because of the breach of any provision of this Lease, or for any other relief hereunder, then the other shall pay all costs and expenses, including reasonable attorneys' fees, to the prevailing party.
23. Fees or Commissions. Tenant covenants, warrants, and represents to Landlord that there are no possible claims for broker's commissions or finders' fees in connection with this lease.
24. Notices. Every notice to be given under this Lease shall be in writing and shall be sent by Certified or Registered Mail, postage prepaid, return receipt requested, or overnight courier, and shall be addressed to the respective party's mailing address and the same shall be deemed given when received or refused by the addressee. Either party may designate, by similar written notice to the other party, any other address for such purposes. Except with respect to service of a summons and other papers in a lawsuit, each of the parties hereto waive personal or any other service than as provided for in this paragraph. Notwithstanding the foregoing, either party hereto may give the other party telegraphic notice of the need for routine or emergency repair visits.
25. Entire Agreement.
- This Lease, the exhibits, and addenda, if any, attached hereto set forth all of the covenants, promises, agreements, conditions and understanding, between the parties.
 - All prior conversations or writings between the parties hereto or their representatives are merged herein and extinguished.
 - This Lease shall not be modified, except by a writing subscribed to by both parties, or be canceled by Tenant or the Premises surrendered except with the prior express written authorization of Landlord, unless in accordance with paragraph 1 or as otherwise specifically provided herein.
26. Liability of Landlord. Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of the Landlord in the real estate of which the Premises is a part and the rentals therefrom for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any condition, covenant, or agreement of this Lease to be observed and/or performed by Landlord, subject, however to the prior rights of any ground or underlying Landlord or mortgagee of the real estate of which the

CONNECTING COMMUNITIES



Elevated Structure Agreement

Premises is a part, or part thereof.

27. Assignment. This Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market in which the Premises are located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned, or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. Tenant may sublet the Premises within its sole discretion, upon notice to Landlord. Any sublease that is entered into by Tenant shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.
28. Successors and Assigns. Except as otherwise provided in this Lease, all of the conditions, covenants, and agreements of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and assigns. Each provision of this Lease to be performed by Tenant shall be construed as both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by the provisions of this Lease.
29. Governing Law. The laws of the State of Illinois shall govern this agreement. Any disputes, causes of action, or other such claims shall be brought in the First Judicial District Court, St Clair County, Illinois, and the parties hereto consent to the jurisdiction of such Court.

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CONNECTING COMMUNITIES



Elevated Structure Agreement

IN WITNESS WHEREOF, Landlord and Tenant have executed the Lease, in duplicate, as of the Date(s) set forth below their respective signatures hereto.

LANDLORD: Washington County, Illinois

TENANT: Wisper ISP, LLC., a Delaware
Limited Liability Company

By:

David A. Meyer

By:

Mark Albertyn

Print: David Meyer

Print: Mark Albertyn

Title: Board Chairman

Title: CFO

Date: Feb. 11, 2025

Date: 02/10/2025

CONNECTING COMMUNITIES