

OFFICIAL PROCEEDINGS
WASHINGTON COUNTY BOARD MEETING

June 11, 2024

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the Washington County Courthouse Nashville, Illinois on Tuesday, June 11, 2024 for the purpose of transacting county business that might come before the Board.

Present and presiding were Vice-Chairman Gary Suedmeyer and Shari Hempen, County Clerk and Clerk of the Board.

Roll Call was taken by County Clerk Hempen with 11 members present. Those present were, Bronke, Ibendahl, Hohlt, Karg, Klingenberg, Muentner, Shemonic, Small, Suedmeyer, Todd, Unverfehrt. Absent was Bening, Brammeier, Lamczyk and Meyer

Others present were Dan Janowski-State's Attorney, Matt Bierman – EMA, John Felchli-Ambulance Administrator, Kiefer Heiman-Highway Superintendent, Jeff Twardowski-24TH Judicial Circuit, Elizabeth Simonton-Health Department Administrator, Charles Carroll, Chief Deputy Sheriff's Dept., Charlie Hensley-Washington County Farm Bureau, Ryan Welch-CTS, Todd Marver-Washington County News, and Deputy Levi Foremen

Following the Lord's Prayer and the Pledge of Allegiance, Vice-Chairman Suedmeyer called the meeting of the Washington County Board to order at 7:02 p.m.

Vice-Chairman Suedmeyer asked if there were any additions or corrections to the minutes of the County Board Meeting held on May 14, 2024. With no additions or corrections, a motion was made by Small seconded by Hohlt to approve the minutes as presented. Motion carried.

Vice-Chairman Suedmeyer asked if there were any additions or corrections to the minutes of the Special County Board Meeting held on May 22, 2024. With no additions or corrections, a motion was made by Shemonic seconded by Muentner to approve the minutes as presented. Motion carried.

Brammeier entered the meeting at 7:04 pm

Treasurer Natalie Lynch was to appear before the board, but was not available.

Elizabeth Simonton Washington County Health Department Administrator appeared before the Board with her yearly report (**See Exhibit A**). There was a correction to the report under Vision screenings, should have been 30 screenings, not 1930. Elizabeth will be quitting the Health Department on Wednesday, June 12, 2024 to take another job. She thanked the board for all of their support over the years. The Board thanked Elizabeth for her years of service with the County.

Charlie Hensley, the Washington County Farm Bureau Manager thanked the Board for all of the support they give to agriculture, farmers and the Farm Bureau. Hensley presented the board with a plaque for all their support.

Kiefer Heiman Highway Engineer presented 1 Resolution to the Board for approval.

Resolution 2024-60 (See Exhibit B) Irvington Road District drainage structure 095-5000 on Sycamore Road, TR 13, qualifies for replacement under the Illinois Township Bridge Program. The Program will pay 80% of the design costs. Irvington Road District Highway Commissioner has petitioned the Board through its Road & Bridge Committee for assistance in paying the remaining 20 %. Todd informed Heiman that on the front page of the

resolution that the road was incorrect, it will be corrected and a new copy will be given to the County Clerk for the minutes. A motion was made by Brammeier to accept the resolution with the road change on the front page of the resolution seconded by Klingenberg. 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 June 10, 2024 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. Ibendahl added an overdue invoice from TKE Elevator to the claims **(See Exhibit C)**. Ibendahl made a motion to accept the report as presented and to pay the overdue invoice to TKE. Klingenberg seconded the motion. Roll call vote was taken with 12 ayes, 3 absent. Motion carried.

A motion was made by Ibendahl seconded by Suedmeyer to make restitution to the County Board's Per Diems. Motion carried.

The State's Attorney Monthly Report Janowski appeared before the Board to present his monthly report for approval. **(See Exhibit D)** A motion was made by Muentner seconded by Shemonic to accept the report as presented. Motion carried.

The County Clerk and Recorder's Monthly Report Clerk Hempen presented her report to the Board for approval. **(See Exhibit E)** A motion was made by Klingenberg seconded by Brammeier to approve the report as presented. Motion carried. Hempen told the board that her office received a reimbursement of \$5915 for part of the Election Judge pay for the March 19, 2024 Primary Election.

The Sheriff's Monthly Report (See Exhibit F) Chief Deputy Carroll appeared before the board to present the Sheriff's Department monthly report. A motion was made by Muentner seconded by Small to accept the report as presented. Motion carried. For additional information from the Sheriff's Department.

Chairman Meyer entered the meeting at 7:19 pm. Vice-Chairman Suedmeyer turned the meeting over to Chairman Meyer.

The Ambulance Monthly Report (See Exhibit G) A motion was made by Todd seconded by Karg to approve the report as presented. Motion carried.

The Treasurer's Monthly Cash Flow Statement and Budgetary status Reports for Period ending 05/31/2024 (See Exhibits H & I). A motion was made by Muentner seconded by Brammeier to accept the report as presented subject to audit review. Motion carried.

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

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

At the May 14, 2024 County board meeting Unverfehrt, Chairman of the Communications committee asked approval from the board to seek bids for a new radio system. He had told the board that the system is obsolete and parts are not available. Unverfehrt received bids from C & K Radio and Roy Walker Communications. The bids were opened up on Thursday, June 6th and reviewed on Monday, June 11th. The bid was awarded to C & K Radio. Roy Walker Communications bid \$978,000 and C & K bid \$673,000. Roy Walker Communications bid was disqualified because he did not follow the bid specs. \$800,000 was budgeted out of ARPA for the new radio system. An additional \$22,000 to \$24,000 will be needed for Clearwave Fiber. A motion was made by Shemonic to accept the bid from C & K Radio plus add the cost for Clearwave and any additional materials. It was seconded by Unverfehrt. Motion carried.

The Sheriff's office will be trying Axon Draft on a 30-day trial basis, but the Sheriff's office is looking into extending the trial to 45 days. The software records the deputies, then it transforms it into report form. This will minimize the time it takes a deputy to write out reports and will save the county money in the end. The total cost for 10 years is \$145,000. Over the years it will pay for itself with the reduction of payroll.

County Buildings- 1 meeting

Suedmeyer updated the Board on the progress of the new Ambulance facility. The contractors are running into problems getting the roofing materials for the living quarters. There will be a 4–6-week delay getting the metal for the roof, which will push back everything else.

Ryan Welch with CTS presented the board a proposal to replace the current phone system. **(See Exhibit K)** The current phone system the county has will become obsolete January 2025. The new system will be POE (Power of Ethernet) with a Cloud based data service. The County doesn't currently have the correct switches for the new phones system. Miken Technologies will be installing the new switches for around \$10,000. The county has refresh dollars from CTS that they haven't used in 3 years so that will reduce some of the cost for the new phones system. A motion was made by Brammeier to go with the proposal from CTS, seconded by Unverfehrt. Motion carried.

County Health Department- 3 meetings

Education- No meeting

Enterprise Zone (Centralia) - No meeting

Enterprise Zone (Nashville) - No meeting

Environmental, EMA & Zoning- 1 meeting

Finance, Claims & Economic Development- 1 meeting

Suedmeyer requested we go into executive session under 2C-6 Sale of county property after the rest of the committee reports are given.

Insurance- No meeting

Legislative- No meeting

Personnel, Policy & Appointments- No meeting

Ibendahl made a motion to re-appoint Ralph Habbe Jr. to the Nashville Masonic Cemetery Association. Term June 11, 2024 to July 1 2030. Seconded by Small. Motion carried.

Planning Commission- 1 meeting

Road & Bridge-1 meeting

Safety- No meeting

Solid Waste- No meeting.

South Central IL. Growth Alliance- No meeting

911- 1 meeting

911/Communications- 4 meetings

Contract Negotiations – FOP no meeting

Contract Negotiations – IBEW no meeting

Chairman Meyer asked for any comments from the public.

Suedmeyer made a motion to go into executive session under 2C-6 sale of County property seconded by Klingenberg. Suedmeyer requested State's Attorney Janowski to stay. He also requested that the public go downstairs to the lobby while the board is in executive session and they will be notified when they may return. Roll call vote was taken with 12 ayes no nays. Entered executive session at 7:49 p.m.

A motion was made by Shemonic seconded by Muentner to go back into open session. Motion carried resumed open session at 8:00 p.m.

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

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

A motion was made by Klingenberg and seconded by Bronke to adjourn the meeting. Motion carried. The meeting of the Washington County Board adjourned at 8:02 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 June 11, 2024

AGENDA

1. Prayer and Pledge
2. Call to Order
3. Roll Call
4. Acknowledgment of Guests
5. Approval of the May 14, 2024 County Board Minutes and the May 22, 2024 Special Board Meeting
6. Washington County Treasurer: Natalie Lynch
7. Health Department administrator: Elizabeth Simonton
8. Washington County Farm Bureau to present a plaque to the Board in appreciation for the Ag Resolution passed
9. Highway Department:
 - Resolution to appropriate county bridge funds for engineering services agreement
 - Sycamore Road Bridge over Herzog Creek
10. Claims against the County
11. Approve County Board Expenses
12. State’s Attorney’s Monthly Report
13. County Clerk and Recorder’s Monthly Report
14. Sheriff’s Monthly Report
15. Emergency Ambulance & Rescue Service Monthly Report
16. Treasurer’s Monthly Cash Flow & Budgetary Status Report
17. ARPA Fund monthly recap (Informational Only)
18. Zoning: None to report
19. Committee Reports:
 - Building:**
Proposal from CTS for Phone System Replacement
 - Communication:**
Upgrade of 911/Dispatch Radios
 - Personnel:**
Reappoint Ralph Habbe Jr. to the Nashville Masonic Cemetery Association
20. Approve Monthly Utility Expenses, and Payroll Expenses
21. Opportunity for the General Public to address the County Board
22. Adjournment

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

District 1: Eugene “Gene” Lamczyk Jr. Kathy Muenther Rodney Small Gary Suedmeyer – Vice-Chairman Larry Unverfehrt	District 2: Dan Bronke Alan Hohlt Dave Ibendahl Brian Klingenberg Dennis Shemonic	District 3: Douglas Bening Eric Brammeler David Meyer - Chairman Paul Todd David Karg
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Washington County Health Department Activity Report

December 2023-May 2024

ENVIRONMENTAL HEALTH

Food Program		
Inspections/Reinspections	75	High- 52/6 Medium-14/2 Low- 3
Food Complaints	7	How many inspected: 7
Total Establishments	89	High- 42 Medium- 37 Low- 15

Water program		
Well Inspections	3	
Wells Sealed	12	
Permits issued	5	
Private water analysis	4	Normal: 0 Abnormal: 2 Repeats:1

Private Sewage program		
Permits issued	12	Inspections/consultations: 11
Complaints	1	Number of Complaints inspected: 1

Nuisance		
Complaints	0	Inspected: 0

Vector		
Number of mosquito batches tested	0	Positive batches: 0 Negative batches: 0

Solid Waste		
Number of collections	1	Pounds collected: not yet reported

MATERNAL CHILD HEALTH PROGRAMS

Family Case Management	
Average families served	71
WIC	
Average Monthly Caseload	119

Washington County Health Department Activity Report

December 2023-May 2024

PUBLIC HEALTH NURSING SERVICES

Immunizations		
Vaccine For Children Immunizations		Number of Children vaccinated: 69
Adult immunizations		Hep B: 1 Tdap: 3
Seasonal flu vaccines	6	
Tuberculosis Control		
Skin tests performed	30	
Lead		
Screenings through WCHD	4	
Elevated levels being followed	2	These could be either screened at our department or another provider.
Communicable diseases		
Animal Bites	4	
Blood-borne	3	
Environmental	2	
Food-borne	5	
Respiratory	5	
STIs	8	
Vaccine Preventable	1	
Vector-borne	0	
Lab services		
Health profile	201	
PSA	74	
Hemoglobin A1C	114	

Vision screenings: 1930	Hearing screenings: 31
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Community Health Education

Activity	Number of events	Number of attendees
CPR	7	50
First Aid	5	36
AED	2	8
Narcan distribution	2	26 given out
Ashley Public Library	2	15

RESOLUTION

WHEREAS, Irvington Road District drainage structure 095-5000 on Sycamore Road, TR 13, qualifies for replacement under the Illinois Township Bridge Program and,

WHEREAS, the Illinois Township Bridge Program will pay 80% of the design costs, and

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

WHEREAS, HMG Engineering, Inc. has submitted an agreement for engineering services as a cost not to exceed in the amount of \$81,329.00 for survey and design, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Washington County Board hereby authorizes the appropriation of \$8,132.90, or as much as necessary, to provide 50% of the local costs and that said appropriation is to be paid from the Bridge Fund, and

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

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 June 11th, 2024.

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 June A.D., 2024.


County Clerk





Agreement For Agreement Type

Using Federal Funds? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Washington County Highway Department	Washington	23-07135-00-BR	
Project Number	Contact Name	Phone Number	Email
	Kiefer Heiman	(618) 327-3322	Kiefer.heiman@washingtonco.illinois.go

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Sycamore Road		500'	STR 095-5000

Location Termini

The project is located on Sycamore Road, over the Herzog Branch. Project limits will include necessary lengths to tie existing roadway into the new structure.

Project Description

The purpose of the project is to replace the existing triple steel culverts with a new single span structure on Sycamore Road at the Herzog Branch. The new structure will be STR 095-3275.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

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

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

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

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

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

AGREEMENT EXHIBITS

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

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

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

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

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

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

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

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

LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

(a) Publishing a statement:

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

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HMG Engineers, Inc.	37-0895414	\$78,543.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Quigg Engineering, Inc.	20-4818431	\$2,786.00
Subconsultant Total		\$2,786.00
Prime Consultant Total		\$78,543.00
Total for all work		\$81,329.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type County of Local Public Agency Washington County Highway Department

By (Signature & Date)
[Signature & Date Box]

By (Signature & Date)
[Signature & Date Box]

Local Public Agency Washington County Highw Local Public Agency Type County Clerk

Title County Board Chairman

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name HMG Engineers, Inc.

By (Signature & Date)
Bradley J. Hummer 4/10/24

Title
President

By (Signature & Date)
[Signature] 4/10/24

Title
Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)
[Signature & Date Box]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Washington County Highway Dep	HMG Engineers, Inc.	Washington	23-07135-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

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

- | |
|--|
| <ol style="list-style-type: none"> 1. Prepare project development report with all necessary attachments for approval by IDOT as outlined in Exhibits D & E. 2. Prepare pre-final and final plans, specifications, and estimates (PS&E) for approval by IDOT and for a state construction letting, as outlined in Exhibits D&E. |
|--|

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Washington County Highway Dep	HMG Engineers, Inc.	Washington	23-07135-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed - May 2024 Final Plans Completed December 2024 (Dependent on Desired Letting Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Washington County Highway Dep	HMG Engineers, Inc.	Washington	23-07135-00-BR

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

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

Form Not Applicable (engineering services less than the threshold)

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

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



Local Public Agency Washington County Highway Department	County Washington	Section Number 23-07135-00-BR
Prime Consultant (Firm) Name Henry, Meisenheimer & Gende, Inc.	Prepared By Brandon Ratermann	Date 4/9/2024
Consultant / Subconsultant Name Quigg Engineering, Inc.	Job Number	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	158.57%
START DATE	5/15/2024		COMPLEXITY FACTOR	2.00%
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	11/14/2025			

PAYROLL ESCALATION TABLE

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of
0	5/15/2024	1/1/2025	8	44.44%	
1	1/2/2025	11/1/2025	10	56.67%	

Local Public Agency	County	Section Number
Washington County Highway Department	Washington	23-07135-00-BR
Consultant / Subconsultant Name	Job Number	
Quigg Engineering, Inc.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.11%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Principal	\$86.00	\$86.00
Principal	\$80.00	\$80.89
Senior Transportation Engineer	\$65.00	\$65.72
Transportation Engineer	\$43.30	\$43.78
Senior Environmental Engineer	\$70.25	\$71.03
Environmental Engineer	\$43.75	\$44.24
Senior Structural Engineer	\$86.00	\$86.00
Structural Engineer	\$57.63	\$58.27
Construction Engineer	\$50.00	\$50.56
Senior Technician	\$45.08	\$45.58
Technician	\$41.00	\$41.46
CAD Designer	\$35.88	\$36.28
Land Surveyor	\$86.00	\$86.00
Survey Party Chief	\$65.00	\$65.72
Survey Technician	\$27.00	\$27.30

Local Public Agency	County	Section Number
Washington County Highway Department	Washington	23-07135-00-BR
Consultant / Subconsultant Name		Job Number
Quigg Engineering, Inc.		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Quigg Engineering, Inc.	1,016.00	101.60
Total	1,016.00	101.60

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency
 Washington County Highway Department
 Consultant / Subconsultant Name
 Quigg Engineering, Inc.

County
 Washington

Section Number
 23-07135-00-BR
 Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	300	\$0.67	\$201.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$201.00

BLR 06614 (Rev. 02/09/23)
 OBJECT COSTS

Local Public Agency **County** **Section Number**
 Washington County Highway Department Washington 23-07135-00-BR
Consultant / Subconsultant Name **Job Number**
 Quigg Engineering, Inc.

COST ESTIMATE WORKSHEET
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
OVERHEAD RATE **COMPLEXITY FACTOR**

OVERHEAD RATE

COMPLEXITY FACTOR

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Coordination/Management		12	810	1,285	267		2,362	2.90%
Field Surveys		138	7,898	12,524	2,606		23,028	28.31%
Structural Design		108	6,274	9,949	2,070		18,293	22.49%
Final PS&E		200	10,698	16,964	3,530		31,192	38.35%
QA/QC Plan		16	1,154	1,830	381		3,365	4.14%
Quigg Engineering, Inc.		-	-	-	-	2,786	2,786	3.43%
Subconsultant DL								
Direct Costs Total	\$0.00	474	26,834	42,552	8,854	2,786	81,329	100.00%
TOTALS								

Local Public Agency
 Washington County Highway Department
Consultant / Subconsultant Name
 Quigg Engineering, Inc.

County
 Washington

Section Number
 23-07135-00-BR
Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Coordination/Management			Field Surveys			Structural Design			Final PS&E			QA/QC Plan		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	86.00	4.0	0.84%	0.73	4	33.33%	28.67												
Principal	80.89	0.0																	
Senior Transportation Engi	65.72	0.0																	
Transportation Engineer	43.78	54.0	11.39%	4.99															
Senior Environmental Engi	71.03	0.0																	
Environmental Engineer	44.24	0.0																	
Senior Structural Engineer	86.00	36.0	7.59%	6.53															
Structural Engineer	58.27	146.0	30.80%	17.95	8	66.67%	38.85												
Construction Engineer	50.56	80.0	16.88%	8.53															
Senior Technician	45.58	0.0																	
Technician	41.46	0.0																	
CAD Designer	36.28	16.0	3.38%	1.22															
Land Surveyor	86.00	18.0	3.80%	3.27															
Survey Party Chief	65.72	80.0	15.88%	11.09															
Survey Technician	27.30	40.0	8.44%	2.30															
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		474.0	100%	\$56.61	12.0	100.00%	\$67.51	138.0	100%	\$57.23	108.0	100%	\$58.09	200.0	100%	\$53.49	16.0	100%	\$72.14

Task	Manhours										Notes	Direct Costs	
	Senior Principal	Senior Structural Engineer	Structural Engineer	CAD Designer	Lead Surveyor	Survey Party Chief	Survey Technician	Transportation Engineer					
1.0 COORDINATION/MANAGEMENT													
1.1 Administration	4		8									12	
Scopes of Work Reviews	4		8									12	
Project Team Meetings (including start-up meeting)	2		4									6	
2.0 FIELD SURVEYS													
2.1 Existing Topographic Survey													
a. Field Surveys					10							32	
b. Draw & process Survey					8							24	
c. Stake Control for Construction					2							8	
2.2 Boundary Survey & ROW Plats													
a. Office Time to research					4							12	
b. Locate Pins					8							8	
c. ROW Plats					4							8	
3.0 STRUCTURAL DESIGN													
3.1 Bridge Design													
a. Bridge PBDHR					16							108	
b. Structural Design					40							108	
4.0 FINAL PLANS													
4.1 Roadway Design													
a. roadway plans					24							40	
b. roadway quantity estimates					24							32	
4.2 Final Bridge Plans													
a. bridge plans					56							90	
b. quantity estimates					48							72	
4.3 PS&E													
a. estimates					22							14	
b. special provisions					6							6	
c. shop drawing review					8							8	
5.0													
6.0													
7.0 QM/QC PLAN													
7.1 Internal Plan Reviews													
a. preliminary review					8							16	
b. prefinal review					4							8	
c. final review					4							8	
	4	36	146	96	18	80	40	54				474	\$201.00

Notes:



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 6, 2023

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Bradley Hummert
HENRY, MEISENHEIMER & GENDE, INC.
9360 Holy Cross Lane
Breese, IL 62230

Dear Bradley Hummert,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Apr 30, 2022. Your firm's total annual transportation fee capacity will be \$8,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 158.57% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until April 30, 2023. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR HENRY, MEISENHEIMER & GENDE, INC.

CATEGORY	STATUS
Special Plans - Traffic Signals	X
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Special Services - Surveying	X
Special Studies - Feasibility	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Safety	X
Highways - Freeways	X
Special Services - Sanitary	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Location Design Studies - Rehabilitation	X
Highways - Roads and Streets	X
Structures - Highway: Simple	X
Structures - Highway: Typical	X
Special Studies- Location Drainage	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Waterways: Complex	X

X PREQUALIFIED

A NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

Quigg Engineering
Washington Co. Bridge carrying Sycamore Rd over Herzog Branch
Bridge Rating – 095-3275
For HMG Engineering Inc.

Scope of Work

In assistance to HMG Engineers (HMG), Quigg Engineering (QEI) will prepare a bridge rating for a new single span deck beam bridge to be designed by HMG. The QEI scope of work will include:

TO BE PROVIDED BY QEI:

- A. A bridge rating developed from the design plans prepared by HMG for the new bridge. The rating will be developed using AASHTOWare BRR and IDOT rating vehicles.
- B. The rating results will be documented on a sealed SLRS form.

TO BE PROVIDED BY HMG:

All relevant structure plans and reports needed to complete the rating analysis.



Local Public Agency: Washington County
 Prime Consultant (Firm) Name: HMG Engineering
 Consultant / Subconsultant Name: Quigg Engineering, Inc.
 Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

County: Washington
 Prepared By: Mike Cima
 Job Number: [Redacted]

Section Number: 23-07135-00-BR
 Date: 3/1/2024

Remarks
 Complete bridge rating of HMG design for SN 095-3275 - new single span deck beam bridge.

PAYROLL ESCALATION TABLE

CONTRACT TERM: 8 MONTHS
 START DATE: 4/1/2024
 RAISE DATE: 7/1/2024
 END DATE: 11/30/2024

OVERHEAD RATE: 141.10%
 COMPLEXITY FACTOR: 0
 % OF RAISE: 2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of
0	4/1/2024	7/1/2024	3	37.50%	
1	7/2/2024	12/1/2024	5	63.75%	

Local Public Agency

County

Section Number

Washington County

Washington

23-07135-00-BR

Consultant / Subconsultant Name

Job Number

Quigg Engineering, Inc.

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.25%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	\$84.70	\$85.76
Engineer V	\$72.34	\$73.24
Engineer IV	\$57.83	\$58.55
Engineer III	\$46.99	\$47.58
Engineer II	\$38.28	\$38.76
Engineer I	\$33.74	\$34.16
Eng Tech VI	\$53.06	\$53.72
Eng Tech V	\$45.13	\$45.69
Eng Tech IV	\$36.52	\$36.98
Eng Tech III	\$32.55	\$32.96
Eng Tech II	\$29.38	\$29.75
Eng Tech I	\$25.56	\$25.88
Admin Principal	\$63.79	\$64.59

Local Public Agency

Washington County

County

Washington

Section Number

23-07135-00-BR

Consultant / Subconsultant Name

Qulgg Engineering, Inc.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)	0	\$107.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost	0	\$20.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	0	\$0.67	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Per Diem (per Travel Control Board)	Up to state rate maximum	0	\$54.00	\$0.00
Traffic Control & Protection	Actual Cost		\$0.00	\$0.00
Snooper	Actual Cost			\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

Local Public Agency
Washington County

Section Number
23-07135-00-BR

County
Washington

Consultant / Subconsultant Name
Quigg Engineering, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Bridge Rating								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	86.76	4.0	23.53%	20.18	3	100.00%	85.76	1	7.14%	6.13						
Engineer V	73.24	0.0														
Engineer IV	58.55	5.0	29.41%	17.22				5	35.71%	20.91						
Engineer III	47.58	8.0	47.06%	22.39				8	57.14%	27.19						
Engineer II	38.76	0.0														
Engineer I	34.16	0.0														
Eng Tech VI	53.72	0.0														
Eng Tech V	45.69	0.0														
Eng Tech IV	36.98	0.0														
Eng Tech III	32.96	0.0														
Eng Tech II	29.75	0.0														
Eng Tech I	25.88	0.0														
Admin Principal	64.59	0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
TOTALS		17.0	100%	\$59.79	3.0	100.00%	\$85.76	14.0	100%	\$54.22	0.0	0%	\$0.00	0.0	0%	\$0.00

Report of Committee

STATE OF ILLINOIS)
)
WASHINGTON COUNTY)

Nashville, Illinois

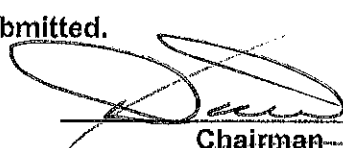
June 3rd, 2024

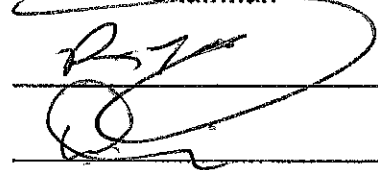
Mr Chairman, Ladies and Gentlemen of the County Board:

Your committee to who was referred the claims against the County Highway Department for the month of May 2024 would beg leave to submit the following report on the matter before them. That claims as shown on the attached sheets in the following total amount be approve for payment.

County Highway Fund	\$77,433.27
County Bridge Fund	\$1,171.66
County Matching Fund	\$0.00
County MFT Fund	\$44,798.52
Road District Fund	\$75,325.47
Township Bridge Fund	<u>\$0.00</u>
Total	\$198,728.92

All of which is respectfully submitted.



Chairman


Claims Committee

Vendor Number	Vendor Name	Inv/PO Number	Claim Number	Invoice Date	Due Date	G/L	Liq. ?	Comm. Bank System	Operator
2773	ADVANCED CORRECTIONAL HEALTHCA	RINV-001382		06/01/24	06/11/24	06/11/24	N	06/06/24	DONNA
001	05-505.43		WASHINGTON CO SHERIFF - ON-SITE MEDICAL SERVICES						2951
			INMATE MEDICAL NEEDS					3,854.09	
								3,854.09	
2773	ADVANCED CORRECTIONAL HEALTHCA	ARCM-000221		05/20/24	06/11/24	06/11/24	N	06/06/24	DONNA
001	05-505.43		WASHINGTON CO SHERIFF - MAR 24 1ST QTR AVERAGE DAILY POPULATION RECONCILIATION						2951
			INMATE MEDICAL NEEDS					-407.86	
								407.86-	
								407.86-	
3500	AMAZON CAPITAL SERVICES	17N7-GFR6-CXDN		05/14/24	06/11/24	06/11/24	N	05/20/24	DONNA
001	13-513.60		ACCT #A1QEC9EWN9266H, SHERIFF DEPT - BATTERIES						2951
			JAIL MAINTENANCE					218.07	
								218.07	
3500	AMAZON CAPITAL SERVICES	1XN6-VNF9-6LYQ		05/17/24	06/11/24	06/11/24	N	05/20/24	DONNA
001	13-513.60		ACCT #A1QEC9EWN9266H, SHERIFF DEPT - CLEAR TRASH CAN LINERS						2951
			JAIL MAINTENANCE					279.96	
								279.96	
3500	AMAZON CAPITAL SERVICES	1H37-LVLY-MVHL		05/20/24	06/11/24	06/11/24	N	05/20/24	DONNA
001	13-513.60		ACCT #A1QEC9EWN9266H, SHERIFF DEPT - DEHUMIDIFIER						2951
			JAIL MAINTENANCE					39.99	
								39.99	
3500	AMAZON CAPITAL SERVICES	16FM-94DQ-KKRR		05/23/24	06/11/24	06/11/24	N	05/29/24	DONNA
001	13-513.60		ACCT #A1QEC9EWN9266H, SHERIFF DEPT - ROOM DARKENING BLINDS						2951
			JAIL MAINTENANCE					156.58	
								156.58	
3500	AMAZON CAPITAL SERVICES	1F76-X337-4NHH		05/24/24	06/11/24	06/11/24	N	05/29/24	DONNA
001	13-513.60		ACCT #A1QEC932N9266H, SHERIFF DEPT - REPLACEMENT FILTERS						2951
			JAIL MAINTENANCE					99.99	
								99.99	
3500	AMAZON CAPITAL SERVICES	1RD7-34X6-4HJV		05/21/24	06/11/24	06/11/24	N	06/06/24	DONNA
001	05-505.31		ACCT #A1QEC9EWN9266H, SHERIFF DEPT - FILE HOLDER RACK						2951
			OFFICE SUPPLIES/EXPENSE					20.95	
								20.95	
3500	AMAZON CAPITAL SERVICES	1GXT-KNTP-4KDR		05/21/24	06/11/24	06/11/24	N	06/06/24	DONNA
001	05-505.31		ACCT #A1QEC9EWN9266H, SHERIFF DEPT - WIRELESS DOORBELL						2951
			OFFICE SUPPLIES/EXPENSE					15.69	
								15.69	
3500	AMAZON CAPITAL SERVICES	1VHF-JYKY-11K4		05/21/24	06/11/24	06/11/24	N	06/06/24	DONNA
001	05-505.31		ACCT #A1QEC9EWN9266H, SHERIFF DEPT - 3 DRAWER FILE CABINET						2951
								15.69	
								15.69	

STATE'S ATTORNEY'S REPORT

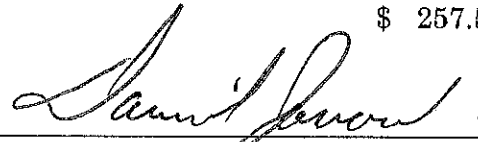
To: Circuit Court and Washington County Board, Washington County, Illinois.

The State's Attorney of Washington County, Illinois, respectfully submits the following report of fees paid to him from May 1, 2024, to May 31, 2024.

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

REPORT OF FEES COLLECTED AND PAID

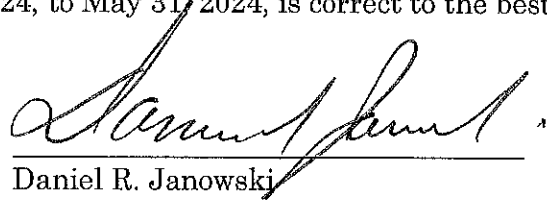
May 2024 – State's Attorney General Fund:	\$ 468.85
May 2024 – State's Attorney Drug Prevention Fund:	\$ 6.25
May 2024 – State's Attorney Automation Fund:	\$ 123.00
May 2024 – Restitution Received:	\$ 257.50



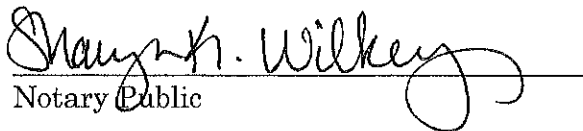
Daniel R. Janowski
Washington County State's Attorney
Washington County Judicial Center
125 E. Elm St., Nashville, IL 62263
(618) 327-4800 ext. 320

State of Illinois)
) ss.
County of Washington)

I, Daniel R. Janowski, State's Attorney for Washington County being first duly sworn on oath, depose and say that the foregoing report of receipts and disbursements of the Office of the State's Attorney from May 1, 2024, to May 31, 2024, is correct to the best of my knowledge and belief.


Daniel R. Janowski

Subscribed and sworn to before me this 10 day of June, 2024.


Notary Public

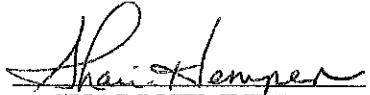
WASHINGTON COUNTY CLERK & RECORDER
REPORT OF COLLECTIONS
COLLECTION FOR THE PERIOD 5/1/2024-5/31/2024

MAY 2024:

Beginning Balances: \$ 2,087.34
Fees Collected: 43,512.96
Total \$ 45,600.30

DISBURSEMENTS:

Tax Redemptions \$ 9,486.39
Tax Redemptions Interest 669.56
Revenue Stamps 6,800.00
Laredo Usage Fee 1,506.86
Take Notice/Petition Fees 0.00
Disbursements \$ 18,462.81
Balance: \$27,137.49


SHARI HEMPEN
CLERK/RECORDER
WASHINGTON COUNTY

MAY 31, 2024

WASHINGTON COUNTY TREASURER:

(G.I.S. ASSESSOR FUND) \$ 3,620.00
(G. I.S. RECORDER FUND) 181.00

ILLINOIS DEPT OF REVENUE:

(R.H.S.P. - \$18.00 PER 181 DOC) 3,258.00

IL DEPT. OF PUBLIC HEALTH

(\$4.00 SURCHARGE DEATH CERT) 12.00

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE) 40.00

NATALIE LYNCH, WASHINGTON COUNTY TREASURER:

(RECORDER AUTO FUND) 1,448.00

NATALIE LYNCH, WASHINGTON CO TREASURER:

(DOCUMENT STORAGE FEES) 543.00

(FEE'S COLLECTED) 15,948.15

TOTAL \$25,050.15

TOTAL DISBURSEMENT \$43,512.96

Remaining Balance Tax Redemption #130068: \$458.16

Tax Redemption #130041: \$207.91

Tax Redemption #140063: \$275.41

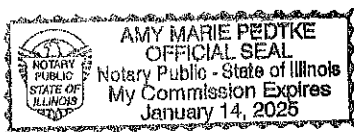
Tax Redemption#2014-000054: \$927.26

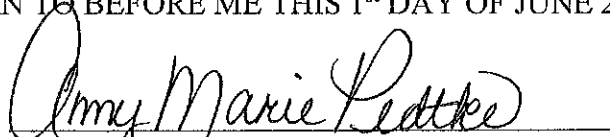
Tax Redemption#2014-000058: \$218.60

Total remaining balance \$2,087.34

TOTAL DISBURSEMENTS FOR THE MONTH OF MAY, 2024.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1st DAY OF JUNE 2024.




NOTARY



WASHINGTON COUNTY SHERIFF'S OFFICE



ROSS SCHULTZE
SHERIFF

I, CHIEF DEPUTY CARROLL, CHIEF DEPUTY OF WASHINGTON COUNTY STATES THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE SHERIFF'S OFFICE FOR THE MONTH OF MAY 2024.

FEES EARNED	\$ 412.00
FEES COLLECTED AND PAID	\$ 51850.00 (51,272.00 Was from a drug seizure)
TO THE COUNTY TREASURER	
DIETING PRISONERS	\$ 301.91
SERVICE CALLS/PATROL MILEAGE	\$ 5,420.00

COUNTY INMATES..... 8

FEDERAL INMATES..... 0

CRIMINAL ARRESTS 5

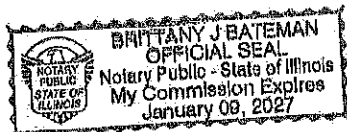
TRAFFIC ARRESTS..... 39

WARNINGS..... 46

Charles Carroll
CHIEF DEPUTY CARROLL

I, Brittany Bateman ATTEST THAT THE ABOVE SIGNATURE IS THAT OF CHARLES CARROLL, CHIEF DEPUTY OF WASHINGTON COUNTY AND WAS SIGNED IN MY PRESENCE THIS 10th DAY OF June 2024.

Brittany Bateman
NOTARY



June 11th 2024

Board Meeting

- Promoted Sgt. Charles Carroll to Chief Deputy *May 24th*
- Promoted Dpt. Lemons to Corporal on June 3rd
- Hired Nicholas Krummrich FT – He starts on June 17th
- Hired Roxzen Styninger FT as our Detective. She has been doing a great job with organizing evidence and following up on cases
- We will be at full staff starting in July
- Draft 1. Want to use Draft 1 as a recruiting and retention tool. Saves several hrs from having dpts sitting doing reports vs being out on the road
- Dpt. Klingeman received his police academy graduation certificate
- Dpt. Brittingham graduated from K9 school
- We have received several donations for our Drone Program from community leaders. We will a photo op and news article at a later date
- Been utilizing LPR's (license plate readers)
- C&K has been doing a tremendous job of fixing squads with wiring issues
- The deputies have been extremely happy with their body cams and are grateful that the board approved these to be paid for through COVID funds
- We have received several compliments from deputies' reference dispatch. Elisha is very easy to work with and is doing a great job
- We received four laptops from Monroe Co that they donated to us to use for our squads
- Confiscated 33 pounds of Marijuana off of the interstate



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

Phone: (618) 327-3075

Fax: (618) 327-7281

Monthly Report

Receipts/Billing

May Service Fees \$ 166,671.00 – **5yr Average** = \$ 106,854.41
May Income from Fees \$ 83,518.19 – **5yr Average** = \$ 55,554.01

Total Expenses

May Bills	\$ 11,101.13
May Salaries	\$ 85,703.88

Total Calls for FY 2024	5yr Average
--------------------------------	--------------------

December 2023:	196	-	149
January 2024:	172	-	148
February 2024:	193	-	139
March 2024:	181	-	150
April 2024:	183	-	150
May 2024:	183	-	152
June 2024:		-	
July 2024:		-	
August 2024:		-	
September 2024:		-	
October 2024:		-	
November 2024:		-	

2024 Totals: 1108

12 MONTH DATE OF SERVICE ANALYSIS

Primary Payor Mix
6-12 Month Mature Average

Primary Payor	% of Trips
Medicare	38%
Medicare Advantage	16%
Insurance	17%
Medicaid	18%
Medicaid MCO	0%
Patient	7%
Facility	1%
Other Govt. Payers	1%
TPL	3%

Net Collection Percentages
6-12 Month Mature Average

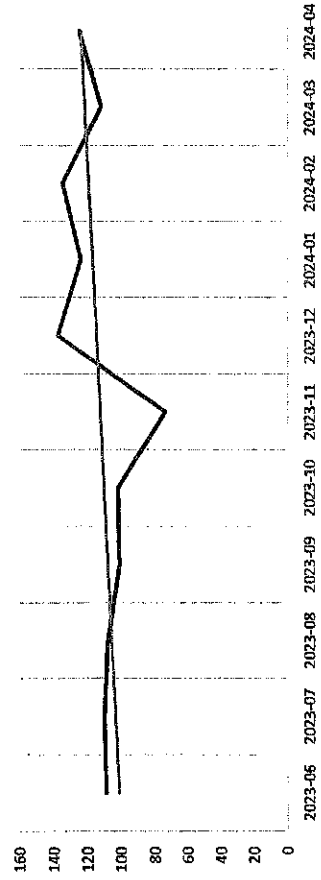
Primary Payor	Coll %
Medicare	101%
Medicare Advantage	95%
Insurance	81%
Medicaid	91%
Medicaid MCO	0%
Patient	8%
Facility	48%
Other Govt. Payers	100%
TPL	81%

Cash Per Trip
6-12 Month Mature Average

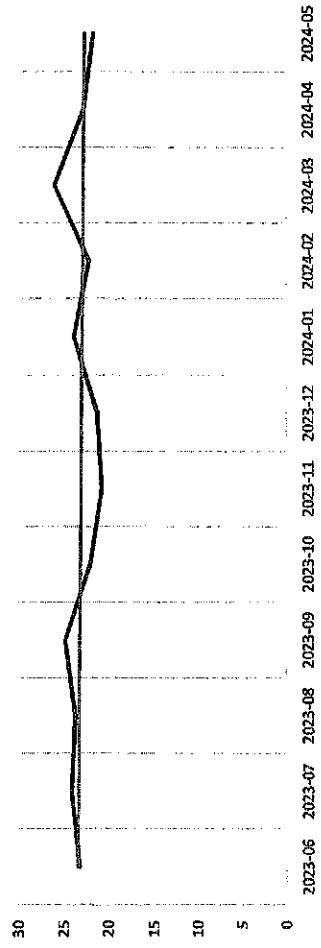
Primary Payor	CPT
Medicare	\$ 737.45
Medicare Advantage	\$ 662.31
Insurance	\$ 953.10
Medicaid	\$ 459.71
Medicaid MCO	\$ -
Patient	\$ 103.14
Facility	\$ 578.56
Other Govt. Payers	\$ 1,215.66
TPL	\$ 663.67

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 %
2023-06	109	131,815.00	41,788.12	90,026.88	119.87	79,905.10	10,521.53	-	(519.62)	1,209.31	825.93	733.07	88.8%
2023-07	110	130,794.00	42,977.63	87,816.37	35.00	77,102.74	6,844.73	-	3,833.90	1,189.04	798.33	700.93	87.8%
2023-08	108	127,944.00	46,498.54	81,445.46	709.88	68,583.54	9,376.90	113.06	2,888.20	1,184.67	754.12	633.99	84.1%
2023-09	101	125,322.00	38,433.13	86,888.87	245.15	64,375.02	19,118.63	-	3,150.07	1,240.81	860.29	637.38	74.1%
2023-10	102	123,649.00	37,125.47	86,523.53	-	68,080.77	11,136.14	-	7,306.62	1,212.25	848.27	687.46	76.7%
2023-11	74	85,004.00	27,742.51	57,261.49	0.69	48,348.09	4,791.00	-	6,121.71	1,148.70	773.80	626.33	80.9%
2023-12	138	160,888.00	46,153.36	114,734.64	-	90,644.54	6,740.80	-	17,149.30	1,164.41	829.96	656.84	79.1%
2024-01	124	149,143.00	44,786.97	104,356.03	(3.43)	70,639.45	11,060.27	-	22,659.74	1,202.77	841.58	569.67	67.7%
2024-02	135	159,617.04	45,321.72	114,295.32	(4.51)	75,161.91	1,998.00	-	37,139.92	1,182.35	846.63	555.75	65.8%
2024-03	112	141,625.00	34,896.72	106,728.28	-	59,991.16	1,098.00	-	46,839.12	1,264.51	954.72	526.71	55.2%
2024-04	125	150,167.00	28,847.47	121,319.53	-	41,424.35	-	-	79,895.18	1,201.34	970.56	331.39	34.1%
2024-05	116	135,075.00	4,061.72	131,013.28	-	5,198.42	-	-	125,814.86	1,164.44	1,129.42	44.81	4.0%
Totals	1,354	1,620,843.04	438,433.36	1,182,409.68	1,102.65	746,455.09	82,886.00	113.06	352,279.00	1,197.08	873.27	551.21	63.7%

Trip Count Trend - Excluding Current Month



Average Loaded Miles



Account Number	Description	Beg Balance	Receipts	Disbursements	End Balance
	GENERAL FUND CHECKING	743,705.89	944,054.20	1,174,240.04	513,520.05
	TOTAL FUNDS:GENERAL FUND	743,705.89	944,054.20	1,174,240.04	513,520.05
	GENERAL FUND INVESTMENTS	99,977.66	825.88	0.00	100,803.54
	VETERANS ASSISTANCE BALANCE	20,899.19	0.00	0.00	20,899.19
	DRUG ENF TASK FORCE BALANCE	401.43	0.00	0.00	401.43
	HEALTH DEPARTMENT BALANCE	500,047.88	32,371.10	54,253.79	478,165.19
	WASH CO. EMERG SERVICE BALAN	837,925.05	89,168.68	160,996.83	766,096.90
	IMRF & SOCIAL SECURITY BALAN	2,626,809.92	114,410.17	166,105.76	2,575,114.33
	RECORDER'S AUTOMATION BALAN	20,551.50	1,491.42	7,621.71	14,421.21
	COUNTY COURT FUND BALANCE	277,626.51	1,889.37	32,327.00	247,188.88
	AUTOMATION BALANCE	140,625.49	1,954.58	0.00	142,580.07
	LAW LIBRARY BALANCE	6,080.57	480.15	0.00	6,560.72
	CHILD SUPPOT BALANCE	141,262.72	1,363.07	0.00	142,625.79
	PROBATION BALANCE	228,876.94	1,246.69	0.00	230,123.63
	L. DUECKER BALANCE	2,003.81	0.00	0.00	2,003.81
	DUI EQUIPMENT BALANCE	13,944.49	350.54	0.00	14,295.03
	EMINENT DOMAIN BALANCE	0.00	0.00	0.00	0.00
	SHERIFF'S DRUG BALANCE	50,048.28	52,174.65	16,401.68	85,821.25
	TAX SALE AUTOMATION BALANCE	36,710.04	10.56	0.00	36,720.60
	INDEMNITY BALANCE	100,904.14	41.47	0.00	100,945.61
	INHERITANCE BALANCE	0.00	0.00	0.00	0.00
	UNKNOWN HEIRS BALANCE	0.00	0.00	0.00	0.00
	COUNTY HIGHWAY BALANCE	1,622,414.75	2,460.02	95,162.12	1,529,712.65
	COUNTY BRIDGE BALANCE	1,187,299.52	18,019.45	17,510.29	1,187,808.68
	MATCHING FUNDS BALANCE	1,253,818.05	893.64	0.00	1,254,711.69
	COUNTY MOTOR FUEL TAX BALANCE	2,692,075.95	44,794.02	42,512.34	2,694,357.63
	ROAD DIST MOTOR FUEL BALANCE	3,910,870.57	120,058.70	85,637.24	3,945,292.03
	TOWNSHIP BRIDGE BALANCE	150,419.91	3.70	0.00	150,423.61
	WASH. COUNTY TORT LIABILITY	1,141,745.95	0.00	0.00	1,141,745.95
	SOLID WASTE PROGRAM	1,560.03	0.00	294.70	1,265.33
	STATES ATTORNEY DRUG PREVENT	7,135.89	19,722.82	0.00	26,858.71
	SECURITY FEES FUND	12,426.46	3,673.72	0.00	16,100.18
	SALE IN ERROR FUND	130,593.63	53.74	0.00	130,647.37
	DOCUMENT STORAGE FUND	331,755.66	1,904.99	0.00	333,660.65
	RECORDERS SPECIAL FUND	17,649.98	186.00	0.00	17,835.98
	G.I.S. MAPPING FUND	136,930.86	3,723.37	69,727.22	70,927.01
	CLERK OPERATIONS ADD-ONS	68,347.04	516.01	0.00	68,863.05
	POLICE VEHICLE FUND	3,392.58	0.25	0.00	3,392.83
	WASH CO PET POPULATION	-457.97	90.00	0.00	-367.97
	CONTROL FUND				
	PRARIE STATE REVENUE FUND	7,059,400.48	0.00	477,938.91	6,581,461.57
	DOG AND CAT WELFARE FUND	44,761.01	645.00	156.00	45,250.01
	CORONERS FUND	14,946.40	800.00	0.00	15,746.40
	GENERAL OBLIGATIONS BONDS 2010	0.00	0.00	0.00	0.00
	ELECTRONIC CITATION FUND	8,861.22	88.31	0.00	8,949.53
	DEBT SERVICE FUND	87,891.62	10,524.48	6,806.25	91,609.85
	STATE'S ATTORNEY AUTOMATION	20,776.70	122.00	0.00	20,898.70
	CO CLERK DOCUMENT STORAGE	31,232.00	558.00	0.00	31,790.00

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:	\$ 475,815.33	
(As of APRIL 30, 2024)		
 MAY 2024 ACTIVITY		
<u>INCOME AND EXPENSES</u>		
Bradford National Bank – Checking Interest	\$ 744.42	
Addieville Fire Protect. Dist.		\$ 10,000.00
Ashley Fire Protect. Dist.		10,000.00
Hoyleton Fire Protect. Dist.		10,000.00
Irvington Fire Protect. Dist.		10,000.00
Nashville Fire Protect. Dist.		10,000.00
Okawville First Protect. Dist.		10,000.00
St. Libory Fire Protect. Dist.		5,000.00
California Auto Sales		74,995.00
		<u>\$ 159,995.00</u>
CURRENT FUND BALANCE:	\$ 316,564.75	
Cd #37722	\$ 1,500,000.00	
 (As of May 31, 2024)	 *\$ 1,815,564.75	

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COMPLETE TECHNOLOGY SOLUTIONS
I.T. | SURVEILLANCE | VOICE | ACCESS CONTROL

Prepared for:
Washington County Courthouse

Prepared by:
Ryan Welch

We've created a customized business
proposal for you.

Washington County Courthouse - Hosted
Zultys

Quote # 001950
Version 3

Scope Comments

****Additional taxes or fees may be applicable.**

Quote includes the following:

[1] Hosted Zultys IP Phone System

- 10 Automatic or On-Demand Call Recording Sessions
- 97 Standard Users (Includes ZAC Mobile, user seat & voicemail)
- 5 Premium Users (Includes ZAC Desktop & Mobile, user seat, & voicemail)
- 5 Years Software Assurance from Manufacturer

[1] 4 Port FXS/4 Port FXO Gateway

[1] 4 Port FXS Gateway

[87] Zultys Z 23GE Gigabit IP Color Display Phones

[3] Zultys 47GE Gigabit IP Color Display Phones (Reception & Dispatch)

[8] Wall Mount Brackets for 23GE Phones

[4] VOIP Firewalls (Courthouse, Highway Dept., Highway Shop, & Ambulance)

[4] Battery Backups

Installation, Configuration, & Training

****Quote assumes CAT6 or CAT5e data cabling is in place to all phone locations (excluding existing analog). Any cabling by CTS will be billable at standard time & material rates.**

****VOIP call recording for dispatch phones will need to be confirmed with recording provider.**

****Quote does not include hook switch adapters or headsets. Those can be added at an additional charge.**

Quote includes the following VOIP services:

[12] SIP Trunk Call Paths

[21] Telephone Numbers w/SPAM protection

[1] Toll-Free Telephone Number (\$0.05 per minute fee applies) w/SPAM Protection

[5] E-Fax w/ATA

[15] Caller-ID Name Recognition

Disaster Recovery

****Quote replaces existing Complete Voice agreement #558 & existing Complete VOIP agreement #637.**

CTS Complete Products

Qty	Description
1	MXvirtual instance - no licenses included
	MXvirtual instance - no licenses included
1	10-Call Recording Session
	10-Call Recording Session
1	MG8/S0 with 4 FXS/4 FXO ports
	MG8/S0 with 4 FXS/4 FXO ports
1	MG4/S:SIP Gateway/4 circuits of FXS 4
	MG4/S:SIP Gateway/4 circuits of FXS 4
97	Standard User: New System Order - Includes User License / Zu
	Standard User: New System Order - Includes User License / Zultys Mobile Communicator
5	Premium User: New System Order - Includes User License / ZAC
	Premium User: New System Order - Includes User License / ZAC-MXIE / Outlook Communicator / MXvideo / FAX / MXconference / Zultys Mobile Communicator
87	Phone, Z 23GE, PoE, no AC adapter
	Phone, Z 23GE, PoE, no AC adapter
3	Phone, ZIP 47GE, PoE, no AC adapter
	Phone, ZIP 47GE, PoE, no AC adapter
8	Phone Accessory, Z 2x, Wall Mount Bracket
	Phone Accessory, Z 2x, Wall Mount Bracket
4	Software Assurance - MXvirtual (Group V)
	Software Assurance - MXvirtual (Group V)
1	Data Center Monthly Services: Phone Sys; Redundanc
	Data Center Monthly Services: Phone Sys; Redundanc
4	WatchGuard Firebox T25 with 1-yr Standard Support
	WatchGuard Firebox T25 with 1-yr Standard Support
4	APC Back-UPS RS 700 VA Tower UPS
	APC Back-UPS RS 700 VA Tower UPS



Installation Fee

Qty	Description
1	Installation

Complete VOIP Monthly Services

Qty	Description
12	SS_SIP Trunk Channel SIP trunk channel required for quantity above user seats
21	Direct inward dial number Direct inward dial number
1	Toll Free Direct Inward Dial Number Toll Free DID
15	Caller ID Name Recognition (required per DID) Caller ID Name Recognition (required per DID)
22	Spam Control for DIDs - Required per DID Spam Control for DIDs - Required per DID
7	E911 DID Service E911 DID Service
5	Instant Fax ATA (Hardware) Instant Fax ATA(Hardware)
5	Instant Fax ATA (MRC Service) Instant Fax ATA(MRC Service)
1	Disaster Recovery & Continuity Disaster Recovery & Continuity

Complete VOIP Installation Fee

Qty	Description
7	New DID setup services
6	Local number porting services per number Local number porting services per number

Washington County Courthouse - Hosted Zultys

Prepared by:
CTS Technology Solutions, Inc.
 Ryan Welch
 618-443-3068
 Fax 618-443-2299
 rwelch@ctscomplete.com

Prepared for:
Washington County Courthouse
 101 E. St. Louis St.
 Nashville, IL 62263-1100
 Gary Suedmeyer
 (618) 214-0231
 gmsudz@hotmail.com

Quote Information:
Quote #: 001950
 Version: 3
 Delivery Date: 06/10/2024
 Expiration Date: 06/28/2024

CTS Complete

Description	Amount
Contract Term: 60 months	
Selected Payment	\$2,037.44

Non-Recurring Summary

Description	Amount
Installation Fee	\$4,877.12
Complete VOIP Installation Fee	\$89.87
Total:	\$4,966.99

Monthly Recurring Summary

Description	Amount
Complete VOIP Monthly Services	\$686.67
Monthly Total:	\$686.67

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

CTS Technology Solutions, Inc.

Washington County Courthouse

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Date: _____

Hosted Services Contract

Managed and Hosted Services Agreement

60 monthly payments of \$686.67 (monthly payment can change based on resources needed)
Monthly amount does not include required federal, state and local taxes or fees.
Estimated to be 25% of monthly payment.

This Agreement for CTS Complete Technology Solutions' Managed and Hosted Services Agreement ("Agreement") entered into as of the noted signed date by and between CTS Complete Technology Solutions ("Service Provider"), having its principal office at 154 W. Broadway, Sparta, IL 62286 and Washington County Courthouse ("End User"), having its principal office at 101 E. St. Louis St. Nashville IL 62263-1100.
NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and intending to be legally bound hereby, End User and Service Provider hereby agree as follows:

1. Term and Termination

The "Activation Date" shall mean the date upon which the End User can begin to request Services (as hereinafter defined in Section 3.1). Service Provider and End User agree that the Activation Date shall be the beginning date indicated on each quote or statement of work.

The initial term of this Agreement ("Initial Term") will commence on the Activation Date and shall continue for a minimum period of Sixty Months (60). Unless either party notifies the other party in writing, at least sixty (60) days prior to the expiration of the then-current term, of its intention to not renew this Agreement, this Agreement shall automatically renew for additional consecutive 12-month term(s). Upon completion of the Initial Term, End User may elect to convert to a month to month renewal term by providing Service Provider written notice thirty (30) days prior to the end of the Initial Term. Following the Initial Term, renewal terms for either 12 month terms or month to month terms are collectively referred to herein as "Renewal Terms".

Service Provider reserves the right to adjust the terms or pricing upon renewal of the Agreement. Service Provider will notify End User no less than thirty (30) days before the renewal date if Service Provider intends to adjust the terms or pricing.

Either party may terminate this Agreement for any material breach of the Agreement that is not cured to the non-breaching party's satisfaction within thirty (30) days after delivery of written notice that specifies the breach.

Upon termination pursuant to this Section, all End User data shall be deleted from resources utilized in providing network monitoring, maintenance, updating, patching, and backup Services (as hereinafter defined in Section 3.1).

In the event of the termination of this Agreement by either party, for whatever reason, Service Provider and End User agree to mutually cooperate in transitioning services to any new business or entity providing similar services to End User and returning Service Provider property to Service Provider subsequent to the termination of this Agreement.

2. General.

Services are made available by Service Provider to End User during the period End User maintains an account in good standing for the Services. For the purposes of this agreement an account in good standing is one in which there are no Fees due for Services which have not be paid for more than thirty (30) days after they have become due.

- 2.1. Any software or hardware supplied by Service Provider and not purchased by End User used in the delivery of the Services remains the property of Service Provider.
- 2.2. Any software or hardware provided by End User or third party remains the sole property of the respective End User or third party, subject to the terms and conditions of any applicable third party license agreement.
- 2.3. Service Provider may refuse performance of Services requested by End User which violates any state, local or federal law.
- 2.4. Due to licensing restrictions, Service Provider is unable to transfer ownership of Service Provider supplied software under any circumstances.

Offerings.

- 2.5. Services may include some or all of the following:
 - 2.5.1. Remote network monitoring, management, and support services ("RMMS") are individual elements ("Elements") that, when offered together, comprise a set level ("Level").
 - 2.5.2. Hosted virtual private server(s) ("Hosted Servers") are allocated hardware and software resources ("Hosted Resources") that, when offered together, comprise a dedicated End User virtual server.
 - 2.5.3. Hosted application services ("Hosted Apps") are software services that are offered to the End User on an individual user or site basis.
 - 2.5.4. Rack space, power, bandwidth, and other data center services ("Data Center Services") are allocated resources ("Data Center Resources") for use with Hosted Servers, Hosted Apps, and End User provided hardware.
- 2.6. Fees for Services are based on Level and quantities of Elements, Hosted Resources, and/or Data Center Resources.
- 2.7. The indication of RMMS, Level, Elements, Hosted Servers, Hosted Resources, Data Center Services and/or Data Center Resources in brochures, websites, or other advertising materials does not constitute or imply any automatic inclusion or entitlement of said Level, Elements, Hosted Resources, and/or Data Center Resources unless specifically identified as included in that End User's program.
- 2.8. Monthly cost may vary due to changes in RMMS, Level, Elements, Hosted Servers, Hosted Apps, Hosted Resources, Data Center Services, Data Center Resources, excessive bandwidth usage or network topologies which are outside what the Service Provider believes are appropriate for the Services or have been performed directly by End User. In these instances, the End User will be contacted and notified about any changes in pricing.

3. Service Provider Responsibilities.

- 3.1. Service Provider will perform all Services, purchased by End User, in a professional manner, consistent with industry standards, and in accordance in

all material respects with all applicable laws, rules, regulations, and ordinances.

4. Data Integrity.

- 4.1. End User acknowledges that data backup and/or replication services are not automatically included as part of any Services.
- 4.2. End User acknowledges that replication of data is not considered a backup.
- 4.3. Service Provider will have no liability whatsoever for any damage to End User's software, files, data or peripherals or for breaches of End User's security, including access to End User's hardware, software, data or peripherals.

5. Environment Changes.

- 5.1. Service Provider will have no liability whatsoever for any inability to use the Services due to, or damage caused by, but not limited to installation, maintenance, data overwriting/removal, or operating system/role/software application changes by End User or a third party chosen by End User.

6. Content.

- 6.1. Service Provider will have no responsibility for, or obligation to control, content available through the Services. End Users shall access and use the Services and such content at End User's own risk. Service Provider have the right (but not the duty) to monitor content accessed, transmitted or used by anyone accessing Services, whether authorized by End User or not, and to disclose information as necessary to satisfy any law, regulation or other governmental request, to operate the Services or to protect us or other users. Service Provider may remove any materials that Service Provider deem to be undesirable or in violation of this Agreement.

7. Use of Service.

- 7.1. Without limiting any other provision of this Agreement, End User will not, and will not cause or permit any other person to, use Services: (i) to violate, or in connection with any act or omission which violates, any law, rule, regulation or policy of any governmental authority; (ii) for any unlawful, immoral, invasive, infringing, harassing, defamatory, fraudulent, or obscene or (iii) in a manner that violates CTS Complete Technology Solutions' then-current available policies regarding acceptable use of Services (including without limitation the AUP).

8. Events of Default.

- 8.1. End User is "in Default" if: (i) End User fails to make payment when due and such failure is uncorrected for five (5) calendar days after notice by Service Provider; (ii) End User breach any other provision of this Agreement and such breach is uncorrected for ten (10) calendar days after notice by Service Provider; or (iii) End User's use, or the use of any person accessing or using the Services, violates, or is alleged to violate, any applicable law, rule, regulation or policy of any governmental authority. Service Provider may refuse, suspend, discontinue, or terminate Service(s) and remove End User software and/or hardware or terminate this Agreement without notice if (a) End User are in Default, or (b) Service is used in a manner that violates this Agreement or any applicable law, rule, regulation or policy of any governmental authority or affects provision of any service to End User or any other users.

9. Availability of the Service

- 9.1. Commencing on Activation Date, the Services shall be operational and available to End User at least 99.9% of the time in any calendar month, except for (i) regularly scheduled maintenance, (ii) maintenance required as a result of matters beyond our reasonable control, (iii) failure of End User provided software or hardware or (iv) failure of End User to perform in accordance with this Agreement.
- 9.2. The interruption of Service ("interruption") shall mean a total failure of the Service to operate as described in this Section 10.1. The duration of any Interruption will commence when End User first reports the Interruption to us and will end when the Interruption ceases. End User agree to promptly: (i) notify us of any Interruption, (ii) cooperate with us in implementing any required fixes and (iii) provide us with any monitoring data used by End User to determine the existence of an Interruption and its duration. Service Credit (as hereinafter defined) shall be End User's sole and exclusive remedy for any failure of the Service to operate as described in this Section 10.1.
- 9.3. Service Provider is not liable for Services performance issues caused in whole or in part by End User, by third parties, by End User equipment or by equipment End User install or maintain or have a third party install or maintain. Service Provider is not liable for adverse performance of Services during modifications, relocation, or repairs to equipment, provided that Service Provider give End User notice of such activities.
- 9.4. Service Provider is not liable if Services are delayed or prevented by causes beyond our control such as an act of God, natural disaster or any unforeseen action by End User or third parties that impairs the use of the Services.

10. End User Hardware, Software, Data

- 10.1. End User hereby acknowledges that exporting/unloading/removing of End User data from the Service Provider's network and/or Services ("Off netting"), either temporary or permanent is subject to additional charges. Off netting includes but is not limited to data exports, migrations, backups, and/or removal, regardless of reason.
- 10.2. Proper licensing of End User provided software is End User's responsibility. End User understands and acknowledges that for any software which End User provides to Service Provider and requests Service Provider to install, that it is the End User's sole responsibility to ensure that End User has a valid license for each computer on which the software is installed, in the event said license is a requirement of a licensing agreement with a vendor. Additionally, it is the End User's sole responsibility to adhere to various copyright laws and international copyright treaties, intellectual property laws and treaties and any other terms required under any licensing agreement with software vendors and not the responsibility of Service Provider.

11. End User's Responsibilities.

- 11.1. End User shall pay Fees for Services incurred by End User or End User's designated users at the rates and on the terms in effect for the billing period in which those charges are incurred.
- 11.2. End User hereby acknowledges and accepts Service Providers Terms of Service for any and all technical support and/or consulting services provided by Service Provider.
- 11.3. End User hereby acknowledges that any process attached to and/or associated with the provisioning of Services and/or the onboarding of End User

provided hardware, software, and/or data, unless specifically indicated on a quote, proposal, and/or statement of work, are subject to additional charges. This includes but is not limited to all setup, installation, importing, transferring, and/or mounting of any End User provided data, hardware, or software. In the event any fees or charges are waived ("Waived Fees") in a quote, proposal, and/or statement of work based upon the term of this Agreement, the proration of such waived fees and/or charges for the time period remaining in the Agreement term shall be due to Service Provider in the event End User terminates this Agreement prior to the end of the Agreement term. Such prorated fees and/or charges are payable to Service Provider immediately upon termination of this Agreement.

11.4. As compensation for Service Provider's performance of the Services, End User shall pay Service Provider all monthly recurring fees indicated on the invoice for Services at the beginning of the period for which the Services are to be performed. Compensation for Services begins on the Activation Date and continues throughout the Initial Term and any Renewal Term(s) of this Agreement.

11.5. End User shall pay Service Provider all amounts due and payable under this Agreement without deduction for any reason per the terms and due date stated on the invoice. In addition, End User agrees to interest in the amount of one and one-half percent (1 1/2%) per month on all past due amounts from the due date.

11.6. End User shall pay all applicable sales and use taxes related to Services provided hereunder unless proven to be under tax exemption status.

11.7. End User will report and pay all personal property taxes and other taxes, if any, associated with the on-site equipment or with the use of the on-site equipment. The End User will pay any and all penalties and interest for failure to pay any tax, fee or charge on or before the date on which the payment is due. The End User will pay any and all penalties and interest for failure to report required information to any taxing authority with jurisdiction over the Lessee or the Equipment. If the End User fails to do any of the foregoing, the Lessor may, but is not obligated to, do so at the End User's expense. The End User will indemnify and reimburse the Lessor for damages and expenses incurred by the Lessor arising from or related to the End User's failure to pay any tax, fee or charge. If the Lessee fails to pay any and all taxes, fees, and charges mentioned in this Agreement and the Lessor, on behalf of the End User, pays the same, the End User will reimburse immediately the Lessor for the cost upon notification from the Lessor of the amount.

11.8. End User is responsible for and must provide either a public or private internet connection to access Services.

11.9. Where software is required to provision the Service, End User must accept, agree to, and acknowledge such license by means of an on-line "click" prior to download, when delivered electronically, or through an enforceable "shrink-wrap" format. End User agrees to install or remove or allow Service Provider to install or remove software as required to maintain Services. This includes, but is not limited to, Microsoft's End User License Terms.

11.10. Service Provider recommends that manufacturer warranties are kept current by End User to facilitate faster recovery operations.

11.11. This Agreement is valid only if the End User account is in good standing, End User is not in breach of this Agreement, and End User meets the following conditions with respect to network assets:

Desktops: Desktop computers under RMMS must run current Microsoft Operating Systems including Microsoft Windows 7 or greater. Desktop computers under management must be less than 4 years since manufacture date.

Servers: Servers under RMMS must run current Microsoft Operating Systems including Microsoft Windows Server 2008 or greater. Servers under management must be less than 5 years since manufacture date.

Network Equipment: Networking equipment under RMMS must be less than 5 years since manufacture date.

12. Proprietary Information Confidentiality and Non-Disclosure.

12.1. Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to certain information and materials concerning the other party's business, plans, customers, technology, and products that are confidential, proprietary and of substantial value to such party ("Confidential Information"), which value would be impaired if such Confidential Information was disclosed to third parties. Each party agrees to maintain in confidence all Confidential Information received from the other and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party. Each party agrees to use the Confidential Information only for the purpose of performing this Agreement.

12.2. Confidential Information does not include any items which can be demonstrated to have been (i) previously known to the Receiving Party, other than through its relationship with the Disclosing Party, without a confidentiality restriction on the use of such information, (ii) independently developed by the Receiving Party as established by competent evidence, (iii) rightfully acquired by the Receiving Party from a third party with full legal right to disclose such information, (iv) approved for disclosure by the Disclosing Party pursuant to this Agreement, (v) part of the public domain through no breach of this Agreement or (vi) required by law to be disclosed, provided written notice of such disclosure must be given to the other party a reasonable time prior to disclosure.

12.3. Upon termination of this Agreement, for whatever reason, Service Provider shall return to End User all Confidential Information of End User in the possession of Service Provider except to the extent that End User agrees that Service Provider may destroy or otherwise dispose of said Confidential Information.

13. Indemnification.

13.1. End User agrees to defend, indemnify and save Service Provider harmless from and against any and all claims, demands, actions, lawsuits, penalties, losses, damages, costs, liabilities and expenses (including, but not limited to, attorneys' fees and costs of suit) of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property, or arising out of or in connection with the actions of the End User and/or End User's employees, agents or invitees.

14. Bailment.

No bailment or similar obligation is created between End User (and/or End User's designated users) and Service Provider with respect to End User's stored data. End User is solely responsible for maintaining the confidentiality of passwords, including restricting the use of the passwords by End User's designated users. End User shall be responsible for all use of the Service accessed through End User's password(s). Service Provider SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO END USER, END USER'S DESIGNATED USERS, OR OTHER USERS OF THE SERVICE TO MONITOR, SUPERVISE, OR OVERSEE THE CONTENTS OF FILES STORED ON THE SERVICE.

15. Limited Performance Warranty and Limitation of Liability.

15.1. SERVICE PROVIDER WARRANTS THAT ITS SERVICES SHALL SUBSTANTIALLY CONFORM WITH THE PERFORMANCE STANDARDS SET FORTH IN PREVIOUS SECTIONS. THERE ARE NO WARRANTIES EXCEPT FOR THOSE WARRANTIES SPECIFICALLY SET FORTH IN THIS

AGREEMENT; ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. SHOULD END USER BELIEVE THAT SERVICE PROVIDER HAS BREACHED THIS AGREEMENT, END USER SHALL SO NOTIFY SERVICE PROVIDER IN WRITING, AND SERVICE PROVIDER SHALL USE REASONABLE DILIGENCE TO REMEDY SUCH BREACH WITHIN 10 DAYS OF RECEIPT OF END USER'S NOTICE. SHOULD THE SERVICE PROVIDER BE FOUND BY A COURT TO HAVE BREACHED AN IMPLIED WARRANTY NOT SET FORTH HEREIN, END USER'S REMEDIES ARE LIMITED TO EITHER SERVICE PROVIDER REMEDYING ANY DEFICIENCY IN THE SERVICES OR RETURNING END USER'S FEES UP TO THE TOTAL AMOUNT WHICH SERVICE PROVIDER RECEIVED FROM END USER DURING THE ONE-MONTH PERIOD PRIOR TO THE BREACH, IF SERVICE PROVIDER IS UNABLE TO OR CHOOSES NOT TO REMEDY THE DEFICIENCY. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, INDEMNITY, OR OTHERWISE, OTHER THAN THE REASONABLE OUT-OF-POCKET DAMAGES AND COSTS OF THE CLIENT RELATED TO A BREACH OF A SPECIFIC PROVISION OF THIS AGREEMENT OR AN INDEMNIFICATION PROVISION PROVIDED HEREIN.

15.2. END USER ACKNOWLEDGES THAT SECURITY RISKS ARE CONSTANTLY CHANGING, AND THAT, THEREFORE, SERVICE PROVIDER MAY NOT BE ABLE TO PREVENT OR RESOLVE ALL SECURITY RISKS PRESENT AT ANY TIME.

15.3. ANY ACTION BY END USER UNDER THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS.

16. Governing Law Disputes

16.1. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to 15% of the amount due as attorney's fees, plus costs and expenses in addition to any other relief to which such prevailing party may be entitled.

16.2. Customer hereby acknowledges receipt of a true and correct copy of this writing and that this Agreement shall be construed in accordance with the laws of the State of Illinois. The parties hereby consent to the jurisdiction of the Federal District Court for Southwestern Illinois for enforcement of this Agreement.

17. Incorporation: Entire Agreement.

This Agreement contains the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior discussions and agreements between the parties with respect to the subject matter of this Agreement. No alteration or modification of this Agreement shall be binding unless agreed to in writing by the parties. This Agreement shall be binding on and inure to the benefit of the heirs, successors, administrators, executors and assigns of the parties hereto.

18. Force Majeure.

Service Provider shall be excused from any delay or failure in performance for any period if and to the extent that (a) such delay or failure is caused by factors beyond the reasonable control of Service Provider, including, without limitation, improper use, electrical surges or spikes, infection, natural disaster, acts of god, defective software, software installed by any person or firm, failures caused by End User's employees, agents, invitees, defective equipment or other faults or failures including, but not limited to, loss of data, man hours, equipment failure or other special, incidental and/or consequential damages arising through fault or failure, and (b) such delay or failure could not have been prevented by reasonable precautions by Service Provider, and (c) such delay or failure is a result of action or inaction of End User. Delays or failures that are excused as provided in this section shall result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.

19. Survivability.

The provisions of Sections 13.1 and 13.2 shall survive the expiration or termination of this Agreement for a period of one (1) year

20. Additional Terms for VOIP Customers.

20.1 Charges for Service

Customer agrees to pay the charges for the Service as well as all applicable federal, state and local taxes, regulatory, franchising, or any other applicable fees associated with the provision of the Service. Charges will commence upon the provision of Service as evidenced by CTS's records. "Unlimited" usage is estimated at 1000 minutes per month per call path. CTS reserves the right to review usage detail reports and identify any repeat usage that exceeds this limit. Usage that consistently exceeds the 1000 minute estimate will be subject to additional per minute charges or negotiation with customer to add additional call paths at the contracted monthly cost. Customers who purchase hosted seats with a specified quantity of included minutes may also be charged per minute for usage that exceeds the quoted amount.

20.2 Service Quality:

CTS shall utilize its best efforts to provide the Service continuously and without trouble or interruption. Customer understands and agrees that:

- Customer is responsible for providing its own broadband Internet service
- CTS DOES NOT WARRANT THAT SERVICE WILL BE COMPATIBLE WITH ALL BROADBAND INTERNET SERVICES AVAILABLE ON THE MARKET AND EXPRESSLY DISCLAIMS AND EXPRESS OR IMPLIED WARRANTIES REGARDING THE COMPATIBILITY OF OUR SERVICES WITH ANY PARTICULAR BROADBAND INTERNET SERVICE. CUSTOMER HAS THE RESPONSIBILITY TO ASCERTAIN THAT THE BROADBAND SERVICE IT UTILIZES IS COMPATIBLE WITH SERVICE.
- CTS DOES NOT MONITOR OR CONTROL THE QUALITY AND THE RELIABILITY OF THE BROADBAND INTERNET SERVICE PROVIDED BY CUSTOMER, AND QUALITY AND RELIABILITY MAY FLUCTUATE OVER TIME AND CONSEQUENTLY ONE OR MORE SUCCESSFUL TESTS OF SERVICE PROVIDE NO ASSURANCE THAT SERVICE WILL FUNCTION CORRECTLY AT ALL TIMES.
- THE ASSESSMENT OF THE LEVEL OF VOICE QUALITY IS SUBJECTIVE AND DIFFICULT TO MEASURE AND DEPENDS ON A NUMBER OF

FACTORS OUTSIDE CTS'S CONTROL INCLUDING BUT NOT LIMITED TO AVAILABILITY, LATENCY, AND JITTER OF THE NETWORK, QUALITY OF THE HANDSETS USED AND CODING-DECODING ALGORITHM USED BY THE TERMINAL EQUIPMENT.

20.3 911 and E911

911 Dialing notice and Terms of Service: 911 Dialing is different than traditional 911 service and we would like to make sure that you have a clear understanding about our 911 Dialing. Also, due to a recent FCC ruling, you must acknowledge that you understand how our 911 Dialing works. Setting up your 911 Dialing is still the same, simply fill out a short form in the Features section of your web account with your street address, and we will get you up and running. You can easily update your address at any time through your web account.

Most of our customers (other than WiFi and Softphone customers) have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. As additional local emergency centers become capable of receiving our customer's information, CTS TECHNOLOGY SOLUTIONS, INC. will automatically upgrade customers with basic 911 to E911 service. CTS TECHNOLOGY SOLUTIONS, INC. will not give you notice of the upgrade.

Certain customers do not have access to either basic 911 or E911. If you don't have access to basic 911 or E911 your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help. Examples of situations where 911 calls will be sent to the national emergency call center include when there is a problem validating a customer's address, the customer is identified with an international location, or the customer is located in an area that is not covered by the landline 911 network. In addition, if you use a WiFi or SoftPhone, due to the portable nature of these Devices, your 911 calls will be routed to the national emergency call center. Emergency personnel do not receive your phone number or physical location when your 911 call is routed to the national emergency call center.

You must register with CTS TECHNOLOGY SOLUTIONS, INC. the physical location where you will utilize CTS TECHNOLOGY SOLUTIONS, INC. phone service (Service) for each phone line. Also note that if you move your device to another location, you must register your new location. If you do not register your new location, any 911 call you make may be sent to an emergency center near your old location. You will register your initial location of use when you subscribe to the Service. This process can take several hours, and you will receive a confirmation email once 911 Dialing has been activated for your initial location or for a newly registered location. Regardless of what address you register for a WiFi or SoftPhone, emergency calls you make from these devices will be routed to the national emergency response center. Remember that our 911 Dialing service will not function in the event of a broadband or power outage or if your broadband, ISP or CTS TECHNOLOGY SOLUTIONS, INC. phone service is terminated.